



STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL
DIVISION OF WATERSHED STEWARDSHIP

89 Kings Highway
DOVER, DELAWARE 19901

OFFICE OF THE
DIRECTOR

PHONE: (302) 739-9921
FAX: (302) 739-6724

November 21, 2017

Mr. George E. Holston, Jr.
Sales Manager
Pioneer Materials
880 Long Point Road
Dover, Delaware 19901

Dear Mr. Holston:

I am pleased to inform you that Pennsy Supply, Inc./Pioneer Materials has been awarded Contract Number NAT-201710/SAND.FILL for the BOWERS BEACH TRUCKFILL PROJECT.

Enclosed are two (2) copies of our contract form that must be completed and returned to my attention prior to December 5, 2017. The contract form **MUST** have the signature of a representative who has the legal capacity to enter your organization into a formal contract with the State of Delaware, Department of Natural Resources and Environmental Control, Division of Watershed Stewardship. One copy of the fully executed contract form will be returned for your records.

The awarded vendor(s) will be required to complete the new W-9 Form by visiting the Division of Accounting's website: <http://accounting.delaware.gov/>. It is the vendor's responsibility to act upon this instruction for submitting a new W-9 form. Agencies will not be able to purchase if this is not completed and accepted by the Division of Accounting. If you need assistance or have questions, please contact 302-734-6827 or fax your inquiry to 302-736-7909.

We appreciate your interest and look forward to working with you.

Sincerely,

Signature on File

Charles E. Williams, II
Planner IV

Enclosures

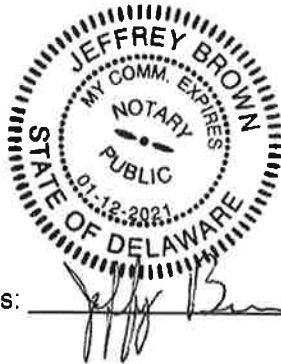
Delaware's good nature depends on you!

All costs and charges that may be incurred under this article or any damages that should be borne by the "Contractor" shall be withheld or deducted from any moneys then due, or to become due to the "Contractor" under this contract, or any part thereof; and in such accounting "Department" shall not be held to obtain the lowest cost for the work or completing the contract or any part thereof, but all sums actually paid therefore shall be charged to the "Contractor". In case the costs and charges incurred are less than the sum which would have been payable under the contract if the same had been completed by the "Contractor", the "Contractor" shall be entitled to receive the difference and in case such costs and charges shall exceed the said sum, the "Contractor" shall pay the amount of excess to "Department" for the completion of the work.

ARTICLE FOUR: It is further mutually agreed between the parties hereto that no payment made under this contract shall be conclusive evidence of the performance of this contract either wholly or in part and that no payment shall be construed to be an acceptance of defective work.

IN WITNESS WHEREOF: the said parties to these presents have duly executed this agreement in duplicate the day and year written below:

SIGNED, SEALED AND DELIVERED IN
the presence of



Witness: _____

CONTRACTOR

By: _____ Signature on File
(SIGNATURE) / _____
(Seal)

Name: George E. Holston JR.

Title: Sales Manager

Date: 11/22/17

**DEPARTMENT OF NATURAL RESOURCES AND
ENVIRONMENTAL CONTROL**

Signature on File

By: _____
(SIGNATURE)

Name: Shawn M. Garvin

Title: Secretary

Date: 10/7/2017

Signature on File
Witness: _____

In the case of a corporation, firm, or partnership, this contract must be signed by the appropriate officials of such corporation, firm or partnership and their corporate seal must be affixed hereto.

DOC. #0031M