

STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES  
AND ENVIRONMENTAL CONTROL  
DIVISION OF WASTE AND  
HAZARDOUS SUBSTANCES



TANK MANAGEMENT SECTION  
391 LUKENS DRIVE  
NEW CASTLE, DE 19720  
TELEPHONE: (302) 395-2500  
FAX: (302) 395-2555  
WWW.DNREC.DELAWARE.GOV/TANKS

September 20, 2013

Thomas Omli  
Geoprobe Systems  
1835 Wall St.  
Salina, KS 67401

Delivered Electronically

Dear Mr. Omli:

I am pleased to inform you that Geoprobe Systems has been awarded Contract Number NAT13101-HYD\_DRILL, Track-Mounted Direct Push/Hydraulic Drill Rig.

Attached are two (2) copies of our contract form that must be completed and returned to my attention prior to September 23, 2013. 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, Tank Management Section. One copy of the fully executed contract form will be returned for your records.

The awarded vendor 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, *for*

**Original on File**

Patrick Boettcher  
Hydrologist

AER:PRB\lma  
Prb2013-060

*Delaware's good nature depends on you!*

Contract Number: NAT13101A-HYD\_DRILL  
Title: Track-Mounted Direct Push/Hydraulic Drill Rig

THIS AGREEMENT, made and executed in duplicate, **shall be effective this 19<sup>th</sup> day of September 2013.**

BY AND BETWEEN Geoprobe Systems (hereinafter designated as "Contractor"), party of the first part, and the Department of Natural Resources and Environmental Control, Division of Waste and Hazardous Substances, Tank Management Section, created under the laws of the State of Delaware (hereinafter designated as the Department), party of the second part.

WITNESSETH that the "Contractor" in consideration of the covenants and agreements herein contained and made by the Department, agrees with said the Department as follows:

ARTICLE ONE: The "Contractor" shall provide and furnish all supplies, materiel, machinery, implements, appliances, and tools and perform the work and labor required to complete the contract requirements. The work, as set forth in the proposal, and specifications is identified by the signature of the "Contractor" and the Director of the said Department and become hereby a part of this contract.

ARTICLE TWO: It is understood and agreed by and between the parties hereto that all items and/or work included in this contract is to be done under the direction of the said Director and that the Director decision as to the meaning of the said proposal, and specifications shall be final.

It is understood and agreed by and between the parties hereto that such additional specifications as may be necessary to illustrate the items to be furnished or work to be done are to be submitted by said Contractor and they agree to conform to and abide by the same so far as it may be consistent with the purpose and intent of the original proposal, and specification referred to in Article One.

ARTICLE THREE: If the work to be done under this contract shall be abandoned, or if the contract, or any part thereof shall be sublet without the previous written consent of the Department, or if the contract shall be assigned by the "Contractor" otherwise than as herein specified, or if at any time the Director shall be of the opinion and shall certify in writing to the Department that the work, or any part thereof, is unnecessarily or unreasonably delayed or that the "Contractor" has violated any provision of this contract or that the "Contractor" fails to provide all supplies, materiel, machinery, implements, appliances and tools or fails to perform the work and labor as set forth in the proposal and specifications, in whole or in part, the Department may notify the "Contractor" to discontinue all work or any part thereof; and thereupon the "Contractor" shall discontinue such work or such part thereof as the Department may designate and the Department may thereupon, by a contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or part thereof, to the "Contractor".

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 the 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 the 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

**CONTRACTOR:**

BY \_\_\_\_\_  
(SIGNATURE) (Seal)

Witness: \_\_\_\_\_  
\_\_\_\_\_  
(Contractor)

**THE DEPARTMENT:**

\_\_\_\_\_  
(Secretary)  
  
The Department of Natural Resources and  
Environmental Control

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.

*Tank Management Section  
Document Work Order*

9/20/13 prb	lls		1ma/9/20/13		
Author Initials & Date	Assigned Reviewer & Date	Manager Review & Date	Assigned Secretary & Date	Author Finalized & Date	Secretary Completion, Mail & Date

Author's Document Name: **Document is attached to email, not in DRAFTS**

New Assigned Document Name PRB 2013-060

**Circle one:**                      RUSH                      **Date Needed**

**Check any/all that apply:**

- X Single Space       x Letterhead  
 1½ Space             Plain paper  
 Double Space         2-sided copies  
 2-sided printing     DNREC Memo form

**Copies to:**

- X Author (**paper**/electronic)  
 x Facility file (#)  
 X Author's correspondence file  
 Scan\_NFA \_\_\_\_\_  
 Permit Book

**(pc:) Copies to:**

Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_ ST: ZIP: \_\_\_\_\_  
 Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

**Permit Documents *must* have:**

- Copy of letter and permit to Author  
 (1) copy of letter and permit to Luella  
 Original Approval letter Acknowledgement to  
 Environmental Engineer  
 Fax \_\_\_\_\_ to \_\_\_\_\_  
 Fax \_\_\_\_\_ to \_\_\_\_\_  
 Mail \_\_\_\_\_ to \_\_\_\_\_  
 Mail \_\_\_\_\_ to \_\_\_\_\_

**EC Copy-Name:** \_\_\_\_\_

Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

**Enforcement Documents (NOVs, SOs)**

**ADMIN IS TO FOLLOW THE NOV CHECK LIST ON THE BACK OF THIS PAGE**

EC: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

**Special Instructions:**

- Mail Document Certified (Return Receipt Req.)  
 Certification # \_\_\_\_\_  
 New Hydro letter – attach FR documentation letter;  
 F:\UST\Financial Responsibility\FR Hydro letter.doc

**Legal Requests**

- Copy to Author  
 Original to Legal Office  
 Hard copy in Legal Request Book  
 Table of Contents for Legal Book updated  
 (F:\UST\Legal requests\table of contents)  
 Electronic copy in F:\UST\Enforcement\

**This is to be sent electronically, have someone sign for me.**