

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

October 10, 2016

FILE

RECEIVED  
OCT 26 2016  
DNREC-TMS

Coastal Pump & Tank, Inc.  
Attn: Mr. William Towers  
17401 South DuPont Hwy  
P. O. Box 177  
Harrington, DE 19952

SUBJECT: Amendment #2: Extension of Contract No. NAT14004-HFClosure, Heating Fuel UST Closure Assistance Program Removal, Closure in Place & Limited Overexcavation Services

Dear Mr. Towers:

The Special Provisions of Contract No. NAT14004-HFClosure, Heating Fuel UST Closure Assistance Program Removal, Closure in Place & Limited Overexcavation Services provides that the term of the contract may be extended by mutual consent. The State of Delaware Department of Natural Resources and Environmental Control would like to exercise that option and extend the contract with Coastal Pump & Tank Inc. for a period of one (1) year under the same pricing, terms and conditions with the exception of the following:

Section 2.3 would be amended as follows:

*2.3 Delaware's Obligation to pay COASTAL for the performance of services under this agreement will not exceed the fixed fee amount of \$675,000.00. A purchase order shall be established for up to this amount in three installments during the project period and first one (1) year extension. Payment for each task order/site specific addendum will be charged to this purchase order as work is completed per the payment procedure described in paragraph 2.4. It shall be COASTAL's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee established in the Agreement. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to COASTAL for the site-specific project Addendums, including any amendments to the purchase order based on additional work required by any change order.*

The contract would then continue to be effective through December 31, 2017.

Please sign both copies enclosed indicating your acceptance and return both letters to me by October 28, 2016. An executed copy will be returned for your records.

*Delaware's good nature depends on you!*

William Towers  
October 10, 2016  
Page 2

We appreciate your cooperation and look forward to hearing from you. Should you have any questions, please do not hesitate to contact me.

Sincerely,  
Signature on File

Amy E. Bryson  
Hydrologist  
Tank Management Section

AER:LLS:AEB\nd  
AEB2016-671

**STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES  
AND ENVIRONMENTAL CONTROL**

Signature on File

Signature on File

Witness

David S. Small, Secretary  
Delaware Department of Natural Resources and  
Environmental Control

Date: 11/6/16

Date: 11/4/16

Signature on File

**Coastal Pump & Tank, Inc.**  
Signature on File

Witness

Signature

Date: 10/25/2016

Name: WILLIAM E. TOWERS

Title: PRESIDENT

Date: 10-25-16



October 10, 2016

RECEIVED

OCT 27 2016

DNREC-TMS

FILE

1<sup>st</sup> State Petroleum Services, Inc.  
Attn: Mr. Stacy Gallo  
714 Gallo Road  
Harrington, DE 19952

SUBJECT: Amendment #2: Extension of Contract No. NAT14004-HFClosure, Heating Fuel UST Closure Assistance Program Removal, Closure in Place & Limited Overexcavation Services

Dear Mr. Gallo:

The Special Provisions of Contract No. NAT14004-HFClosure, Heating Fuel UST Closure Assistance Program Removal, Closure in Place & Limited Overexcavation Services provides that the term of the contract may be extended by mutual consent. The State of Delaware Department of Natural Resources and Environmental Control would like to exercise that option and extend the contract with 1<sup>st</sup> State Petroleum Services, Inc. for a period of one (1) year under the same pricing, terms and conditions with the exception of the following:

Section 2.3 would be amended as follows:

*2.3 Delaware's Obligation to pay 1<sup>st</sup> STATE for the performance of services under this agreement will not exceed the fixed fee amount of \$675,000.00. A purchase order shall be established for up to this amount in three installments during the project period and first one (1) year extension. Payment for each task order/site specific addendum will be charged to this purchase order as work is completed per the payment procedure described in paragraph 2.4. It shall be 1<sup>st</sup> STATE's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee established in the Agreement. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to 1<sup>st</sup> STATE for the site-specific project Addendums, including any amendments to the purchase order based on additional work required by any change order.*

The contract would then continue to be effective through December 31, 2017.

Please sign both copies enclosed indicating your acceptance and return both letters to me by October 28, 2016. An executed copy will be returned for your records.

*Delaware's good nature depends on you!*

Stacy Gallo  
October 10, 2016  
Page 2

We appreciate your cooperation and look forward to hearing from you. Should you have any questions, please do not hesitate to contact me.

Sincerely,  
Signature on File

Amy E. Bryson  
Hydrologist  
Tank Management Section

AER:LLS:AEB\nd  
AEB2016-667

**STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES  
AND ENVIRONMENTAL CONTROL**

Signature on File

Signature on File

Witness  
Date: 11/6/16

David S. Small, Secretary  
Delaware Department of Natural Resources and  
Environmental Control  
Date: 11/6/16

Signature on File

**1<sup>st</sup> State Petroleum Services**

Signature on File

Witness  
Date: 10/26/16

Signature  
Name: Stacy Gallo  
Title: President  
Date: 10/26/16

STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES  
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October 10, 2016

**FILE**

Joseph T. Hardy & Son, Inc.  
Attn: Mr. John J. Hardy  
425 Old Airport Road  
New Castle, DE 19720

SUBJECT: Amendment #2: Extension of Contract No. NAT14004-HFClosure, Heating Fuel UST Closure Assistance Program Removal, Closure in Place & Limited Overexcavation Services

Dear Mr. Hardy:

The Special Provisions of Contract No. NAT14004-HFClosure, Heating Fuel UST Closure Assistance Program Removal, Closure in Place & Limited Overexcavation Services provides that the term of the contract may be extended by mutual consent. The State of Delaware Department of Natural Resources and Environmental Control would like to exercise that option and extend the contract with Joseph T. Hardy & Son, Inc. for a period of one (1) year under the same pricing, terms and conditions with the exception of the following:

Section 2.3 would be amended as follows:

*2.3 Delaware's Obligation to pay HARDY for the performance of services under this agreement will not exceed the fixed fee amount of \$675,000.00. A purchase order shall be established for up to this amount in three installments during the project period and first one (1) year extension. Payment for each task order/site specific addendum will be charged to this purchase order as work is completed per the payment procedure described in paragraph 2.4. It shall be HARDY's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee established in the Agreement. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to HARDY for the site-specific project Addendums, including any amendments to the purchase order based on additional work required by any change order.*

The contract would then continue to be effective through December 31, 2017.

Please sign both copies enclosed indicating your acceptance and return both letters to me by October 28, 2016. An executed copy will be returned for your records.

*Delaware's good nature depends on you!*

John J. Hardy  
October 10, 2016  
Page 2

We appreciate your cooperation and look forward to hearing from you. Should you have any questions, please do not hesitate to contact me.

Sincerely,  
Signature on File

Amy E. Bryson  
Hydrologist  
Tank Management Section

AER:LLS:AEB\nd  
AEB2016-666

**STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES  
AND ENVIRONMENTAL CONTROL**

Signature on File

Signature on File

Witness

Date:

11/6/16

David S. Small, Secretary

Delaware Department of Natural Resources and  
Environmental Control

Date:

11/4/14

Signature on File

**Joseph T. Hardy & Son, Inc.**

Signature on File

Witness

Date:

10/18/16

Signature

Name:

JOHN D HARDY

Title:

PRESIDENT

Date:

10-18-2016

STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES  
AND ENVIRONMENTAL CONTROL  
DIVISION OF WASTE AND  
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October 10, 2016

FILE

Maddox Enterprises d/b/a J & M Industries  
Attn: Mr. Jim Maddox  
11 Millside Drive  
Wilmington, DE 19801

SUBJECT: Amendment #2: Extension of Contract No. NAT14004-HFClosure, Heating Fuel UST Closure Assistance Program Removal, Closure in Place & Limited Overexcavation Services

Dear Mr. Maddox:

The Special Provisions of Contract No. NAT14004-HFClosure, Heating Fuel UST Closure Assistance Program Removal, Closure in Place & Limited Overexcavation Services provides that the term of the contract may be extended by mutual consent. The State of Delaware Department of Natural Resources and Environmental Control would like to exercise that option and extend the contract with Maddox Enterprises d/b/a J & M Industries for a period of one (1) year under the same pricing, terms and conditions with the exception of the following:

Section 2.3 would be amended as follows:

*2.3 Delaware's Obligation to pay J & M for the performance of services under this agreement will not exceed the fixed fee amount of \$675,000.00. A purchase order shall be established for up to this amount in three installments during the project period and first one (1) year extension. Payment for each task order/site specific addendum will be charged to this purchase order as work is completed per the payment procedure described in paragraph 2.4. It shall be J & M's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee established in the Agreement. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to J & M for the site-specific project Addendums, including any amendments to the purchase order based on additional work required by any change order.*

The contract would then continue to be effective through December 31, 2017.

Please sign both copies enclosed indicating your acceptance and return both letters to me by October 28, 2016. An executed copy will be returned for your records.

*Delaware's good nature depends on you!*

Jim Maddox  
October 10, 2016  
Page 2

We appreciate your cooperation and look forward to hearing from you. Should you have any questions, please do not hesitate to contact me.

Sincerely,  
Signature on File

Amy E. Bryson  
Hydrologist  
Tank Management Section

AER:LLS:AEB\nd  
AEB2016-665

**STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES  
AND ENVIRONMENTAL CONTROL**

Signature on File

Signature on File

Witness

David S. Small, Secretary  
Delaware Department of Natural Resources and  
Environmental Control

Date: 11/6/16

Date: 11/4/16

Signature on File

**Maddox Enterprises d/b/a J & M Industries**

Signature on File

Witness

Signature

Date: 10-28-16

Name: Jim Maddox

Title: President

Date: 10/28/16