

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

August 1, 2017

SENT VIA ELECTRONIC MAIL

rubin_hughes@coastalpumpandtank.com

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

RECEIVED

AUG 03 2017

DNREC-TMS

SUBJECT: Amendment #3: 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 provide 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 \$875,000.00. A purchase order shall be established for up to this amount in multiple installments during the project period and the two one (1) year extensions. 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, 2018.

Please print two (2) copies of this letter, sign both copies with a witness indicating your acceptance and return both letters to me as soon as possible. An executed copy will be returned for your records.

William Towers
August 1, 2017
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,
Original On File

Amy E. Bryson
Hydrologist
Tank Management Section

LLS:AEB\jmv
AEB2017-353

Original On File

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL.
Original On File

Witness

Date:

8.11.17

Shawn M. Garvin, Secretary
Delaware Department of Natural Resources and
Environmental Control

Date:

8/11/2017

Original On File

Coastal Pump & Tank, Inc.
Original On File

Witness

Date:

8/2/17

Signature

Name:

WILLIAM E. TOWERS

Title:

PRESIDENT

Date:

8/2/17

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) 396-2500
FAX: (302) 396-2555
WWW.DNREC.DELAWARE.GOV/TANKS

August 1, 2017

RECEIVED

AUG 03 2017

SENT VIA ELECTRONIC MAIL

fstate714@gmail.com

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

DNREC-TMS

SUBJECT: Amendment #3: 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 provide 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 1st 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 1st STATE for the performance of services under this agreement will not exceed the fixed fee amount of \$875,000.00. A purchase order shall be established for up to this amount in multiple installments during the project period and the two one (1) year extensions. 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 1st 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 1st 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, 2018.

Please print two (2) copies of this letter, sign both copies with a witness indicating your acceptance and return both letters to me as soon as possible. An executed copy will be returned for your records.

Stacy Gallo
August 1, 2017
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,

Original On File

Amy E. Bryson
Hydrologist
Tank Management Section

LLS:AEB\jmv
AEB2017-352

Original On File

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL

Original On File

Witness

Date:

8.11.17

Shawn M. Garvin, Secretary
Delaware Department of Natural Resources and
Environmental Control

Date:

8/11/2017

1st State Petroleum Services

Original On File

Original On File

Witness

Date:

08/02/2017

Signature

Name:

Stacy Gallo

Title:

President

Date:

8/2/17

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

RECEIVED

August 1, 2017

AUG 02 2017

DNREC-TMS

SENT VIA ELECTRONIC MAIL

jim@maddoxconcrete.com

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

SUBJECT: Amendment #3: 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 provide 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 \$875,000.00. A purchase order shall be established for up to this amount in multiple installments during the project period and the two one (1) year extensions. 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, 2018.

Please print two (2) copies of this letter, sign both copies with a witness indicating your acceptance and return both letters to me as soon as possible. An executed copy will be returned for your records.

Jim Maddox
August 1, 2017
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,
Original On File

Amy E. Bryson
Hydrologist
Tank Management Section

LLS:AEB\jmv
AEB2017-351

Original On File

STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL

Original On File

Witness

Date:

8.11.17

Shawn M. Garvin, Secretary
Delaware Department of Natural Resources and
Environmental Control

Date:

8/11/2017

Original On File

Maddox Enterprises d/b/a J & M Industries
Original On File

Witness

Date:

8-1-17

Signature

Name:

Jim Maddox

Title:

President

Date:

8/1/17