

**Fort Bend County, Texas  
Invitation for Bid**



***Term Contract for Emergency and Non-Emergency Hazardous Materials, Clean-up, Removal,  
and Disposal for Fort Bend County  
BID 18-068***

**SUBMIT BIDS TO:**

**Fort Bend County  
Purchasing Department  
Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77469**

**Note: All correspondence must include the term  
"Purchasing Department" in address to assist in  
proper delivery**

**SUBMIT NO LATER THAN:**

**Tuesday, May 22, 2018  
2:00 PM (Central)**

**MARK ENVELOPE:**

**BID 18-068  
Clean-up**

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE  
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

***BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.***

***BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.***

**Results will not be given by phone.  
Results will be provided to bidder in writing  
after Commissioners Court award.**

**Requests for information must be in  
writing and directed to:  
Jaime Kovar  
Assistant County Purchasing Agent  
[Jaime.kovar@fortbendcountytexas.gov](mailto:Jaime.kovar@fortbendcountytexas.gov)**

**Vendor Responsibilities:**

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

**Prepared: 4/20/18  
Issued: 4/30/18**



## COUNTY PURCHASING AGENT

Fort Bend County, Texas

Debbie Kaminski, CPPB  
County Purchasing Agent

(281) 341-8640  
Fax (281) 341-8645

May 17, 2018

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County Bid 18-068 – Term Contract for Emergency and Non-Emergency Hazardous Materials, Clean-up, Removal, and Disposal for Fort Bend County

Addendum 1:

Attached is addendum 1. Vendors are to use the Addendum 1 document while preparing their response. Opening date is now 2:00PM, Tuesday, May 29, 2018.

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Immediately upon your receipt of this addendum, please fill out the following information and email this page to Jaime Kovar at [Jaime.kovar@fortbendcountytexas.gov](mailto:Jaime.kovar@fortbendcountytexas.gov)

Texas Hazardous Materials LLC  
Company Name

Gregg Bobb  
Signature of person receiving addendum

5-17-2018  
Date

If you have any questions, please contact this office.

Sincerely,

Jaime Kovar  
Assistant County Purchasing Agent


**1.0 GENERAL REQUIREMENTS:**

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department one (1) complete bid document. An authorized representative of the bidder must sign the Contract Sheet. The Contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of corrective fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Jaime Kovar, Assistant County Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: [jaime.kovar@fortbendcountytexas.gov](mailto:jaime.kovar@fortbendcountytexas.gov). Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Monday, May 14, 2018 at 3:00 PM (CST).**

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Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.8 **Hold Harmless Agreement:** Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 **Pricing:** Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive.

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No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

- 1.15 **Silence of Specifications:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 **Supplemental Materials:** Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 **Material Safety Data Sheets:** Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 **Name Brands:** Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 **Color Selection:** Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special

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handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and

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present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must

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be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase from supplier to vendor must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.
- 1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

## 2.0 TERMS & CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good

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commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 Invoices and Payments:
  - 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
  - 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

- 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.
- 2.10 Warranty/Price:
- 2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall

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conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

- 2.13 **No Warranty by Fort Bend County Against Infringements:** As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 **Right of Inspection:** The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 **Cancellation:** Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 **Termination:** The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 **Force Majeure:** Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather

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conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

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- 2.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

### **3.0 SCOPE:**

It is the intent of Fort Bend County to contract with one (1) or more vendor(s) to provide all labor, materials, supervision, equipment, and incidentals necessary for emergency and non-emergency hazardous materials, clean-up, removal, and disposal for Fort Bend County as needed, if needed. This contract will be awarded to the lowest overall bid; however, Fort Bend County reserves the right to award by group, section, item, or as best serves the County's interest. Therefore, vendor(s) must enter a price for each and every line item on the pricing form. Failure to complete bid pricing form in its entirety will result in disqualification of bid. To insure an uninterrupted source of service, Fort Bend County reserves the right to award to a "Primary", "Secondary" or "Tertiary vendor. Fort Bend County will initially request service from the "Primary" vendor and only from the "Secondary and Tertiary" vendor as necessary due to time constraints, availability, etc.

### **4.0 TERM OF CONTRACT:**

The term of this contract is **1 June 2018 through 31 May 2019**, renewable annually for four (4) years (through 31 May 2023) under the terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

### **5.0 PRE-BID CONFERENCE:**

There is no pre-bid conference for this project.

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## 6.0 BID DOCUMENT COMPLETION:

Vendor shall fill out, initial each page, SIGN CONTRACT SHEET, and return ONE (1) complete bid document and ONE (1) electronic Excel file, on CD or Flash Drive, of the Pricing Form, completed by the bidder, to the Fort Bend County Purchasing Department. An authorized representative of the bidder MUST sign the contract sheet. The bid document, copy of completed pricing form, and electronic file, as provided on County's website, must be in the same sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge of Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is NOT acceptable and may result in the disqualification of bid. If an error is made, vendor MUST draw a line through error and initial each change. All response, typed or written information, must be clear and legible.

## 7.0 MODIFICATIONS:

This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

## 8.0 TEXAS ETHICS COMMISSION FORM 1295:

- 8.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).
- 8.2 On-line instructions:
  - 8.2.1 Name of governmental entity is to read: Fort Bend County.
  - 8.2.2 Identification number used by the governmental entity is: B18-068.
  - 8.2.3 Description is the title of the solicitation: Term contract for Emergency and Non-Emergency Hazardous Materials, Clean-up, Removal, and Disposal for Fort Bend County.
- 8.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

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**9.0 INSURANCE:**

- 9.1 All respondents must submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of bid.
- 9.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- 9.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 9.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 9.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 9.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 9.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability,

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shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

- 9.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

#### **10.0 INDEMNIFICATION:**

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

- 10.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 10.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 10.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 10.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 10.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 10.6 Respondent shall cause all trade contractors and any other contractor who may

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have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

- 10.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

#### **11.0 STATE LAW REQUIREMENTS FOR CONTRACTS:**

The contents of this section are required by Texas Law and are included by County regardless of content.

- 11.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 11.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

#### **12.0 SPECIFICATION:**


Vendor shall furnish emergency response service required to respond to potentially hazardous incidents or accidents on or along highway rights-of-ways, as well as facilities or waterways within Fort Bend County. Vendor shall also provide non-emergency cleanup of hazardous and/or non-hazardous waste for Fort Bend County. These services also include sampling, analysis, transportation and final disposition of hazardous and non-hazardous material(s). Vendor shall provide all supplies, equipment and materials necessary to clean, remove and dispose of hazardous waste.

##### **12.1 Emergency Response for Hazardous Materials, Clean-up, Removal, and Disposal**

- 12.1.1 Vendor shall comply with all laws and regulations of the federal, state and local government in whose jurisdiction the service is performed. All work shall be performed in a manner that minimizes the possibility of threats to the traveling public, human health or the environment. Vendor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto.

Initials of Bidder: 


- 12.1.2 Vendor shall receive approval from the Fort Bend County designated representative(s) prior to final disposition of material. When disposition of material is by fuel blending or incineration, certificates of destruction of treatment shall accompany the final copy of the manifest.
- 12.1.3 Vendor shall perform all services in the most economical way practical, subject to the constraints of the contract.
- 12.1.4 Vendor shall be responsible for locating all utility lines underground, aboveground and aerial that are in the vicinity of the job-site. Vendor shall use precaution not to damage such utility lines. The vendor shall coordinate with the Fort Bend county representative(s) and Texas One-Call System (1-800-344-8377). Vendor shall bear all costs required to repair any utilities damaged during work performed under this contract.
- 12.1.5 Service Requirements - Vendor shall have the available personnel, equipment and materials to respond to a request by Fort Bend County on a twenty-four (24) hour, seven (7) day week, fifty-two (52) week year basis and an emergency telephone number that is answered twenty-four (24) hours a day.
- 12.1.6 Authorization - A list of Fort Bend County representatives will be given to the vendor upon award of the contract. The Fort Bend County representative(s) will contact the vendor by telephone, in person, or in writing to request service under this contract. All known information of the situation will be provided to the vendor. A written request for service will be emailed to the vendor within seventy-two (72) hours of initial notification. Vendor shall advise the Fort Bend County designated representative(s) within thirty (30) minutes of arrival to the site, of the situation and the progress of the response.
- 12.1.7 Mobilization – Vendor shall be responsible for an immediate emergency mobilization as requested by the Fort Bend County designated representative(s). The Fort Bend County designated representative will determine if only primary or all (primary, secondary and tertiary) vendor(s) will be mobilized based on the vendors' actual response time to the emergency situation, the scale and scope of remediation, and prior scene performance. The vendor would be required to mobilize within one (1) hour upon the identification of an emergency situation by the Fort Bend County designated representative(s), and after notification and authorization for action. "Mobilization within one (1) hour" means the vendor shall be "on-scene" at the emergency response site within one (1) hour with personnel, materials and equipment sufficient to begin the remediation process. Vendor notification may be oral or written. The mobilization time frame can be extended if exigent circumstances are present and warrant giving the vendor additional time. Failure by the

Initials of Bidder 

vendor to respond within the allowed time frame may, at Fort Bend County option, place the vendor in default and subject the vendor to cancellation of the contract. Under the National Incident Management System (NIMS), an "Incident Commander" will be designated by the responding government agencies "command and control" the scene. The vendors shall follow the directions of the Incident Commander unless the instructions would directly cause physical injury or violate local, state or federal law. Incident Command will be established by First Responder. If both vendors are "on-scene", they are expected to work as one (1) entity to assist in the recovery. The Incident Commander may designate specific tasks for each vendor to help expedite the remediation.

12.1.8 Sampling and Laboratory Analysis – Defined as all tests/analyses necessary to sufficiently identify, classify, and/or process hazardous or non-hazardous waste in order to disposition same. Sampling and laboratory analysis shall be done within a three (3) day turn around period. Sampling shall be performed by the vendor to sufficiently characterize and properly classify the waste being disposed. Sampling or waste capable of identification through process knowledge shall be used in lieu of testing when applicable. Bid pricing for sample analysis shall include all costs for analysis, sample jars, transportation, sample disposal and Chain-of-Custody documentation. Chain-of-Custody Forms (COC) shall accompany sample results and quality control. Sample results, the COC and all quality assurance documentation shall be submitted to Fort Bend County designated representative(s) within thirty (30) days of completion of results. Prior to the selection of a disposal option, Fort Bend County designated representative(s) shall review and authorize the selected tests/analyses necessary in order to determine the proper disposition option. Copies of all analytical results and waste classifications documentation, including quality assurance/quality control data will be provided to Fort Bend County for review. Fort Bend County shall have the opportunity to obtain a split sample of any material recovered during a cleanup. Laboratories shall be accredited by the State of Texas under the National Environmental Accreditation Program (NELAP).

12.1.9 Removal of Material - Contaminated material(s) and any surround media suspected to be contaminated by the material shall be removed from the site within forty-eight (48) hours. When possible, the vendor shall remove and transport all removed soils, solids and liquids directly to a disposal or treatment facility as identified in Enclosure 2. Disposal Facilities. Off-site decontamination of equipment and disposal of all decontamination by-products (fluids, sediments, etc.) is incidental to the equipment bid item. If direct transport is not possible, materials may be staged at a Fort Bend County facility subject to the approval of the Fort Bend County designated representative(s) for duration specified by Fort Bend County, but not to exceed thirty (30) days. Prior to staging at any Fort Bend County facility, the vendor shall ensure that all material is properly labeled and dated in

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accordance with applicable federal, state, or local regulations. Vendor shall ensure that any containers used to store the material(s) are free of any leaks or damage. Furthermore, vendor shall be responsible for any contamination that results from damaged or leaking containers.

- 12.1.10 Manifest – Vendor shall prepare, sign and provide manifest for each shipment of waste. Fort Bend County shall receive, within five (5) working days after delivery, a legible uniform manifest prepared, signed and dated by an agent of the vendor for the disposal or treatment facility certifying the type and amount of materials delivered to the treatment/disposal facility. An EPA Uniform Manifest form shall be forwarded within forty-five (45) days to the Fort Bend County designated representative(s), indicating the disposal or destruction facilities acceptance and disposal were in accordance with applicable regulations. All required manifest should contain the following Fort Bend County disclaimer:

DISCLAIMER: THE GENERATOR OF THIS MATERIAL IS UNKNOWN. This material was deposited on a Fort Bend County property, easement or Fort Bend County operated toll road without consent by, or knowledge of, the County. Removal of this material is a voluntary public service performed by the County and is not an admission that the County has any legal responsibility for removal.

**12.2 Non- Emergency Response for Hazardous Materials, Clean-up, Removal, and Disposal**

- 12.2.1 Vendor shall provide all services, equipment, etc., including, but not limited to, safety equipment, necessary to cleanup, analyze, and/or remove/disposition hazardous and/or non-hazardous wastes abandoned on Fort Bend County rights-of-ways, or as generated by Fort Bend County. Vendor shall also class, describe, manifest, label, placard, and transport the wastes in accordance and compliance with all Department of Transportation (DOT) requirements for the shipper. Any given incident could contain on-site cleanup of abandoned wastes, laboratory analysis and/or disposition.
- 12.2.2 On-Site Cleanup of Abandoned Wastes – Defined as labor, equipment, materials and supplies required to cleanup and contain any hazardous and/or non-hazardous wastes. For purposes of this bid, cleanups can be classified as either **contained**, defined as abandoned waste material left in an intact, sealed container, or **uncontained**, defined as abandoned waste material from a ruptured/damaged container, or minor spill, diffused into the environment. Copies of all related manifests and agency correspondence shall be provided to the designated Fort Bend County representative(s). Sampling and analysis shall be performed only to the

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degree deemed necessary to identify, classify and/or process the waste as determined by the affected Fort Bend County department. All required manifests should contain the following Fort Bend County disclaimer:

DISCLAIMER: THE GENERATOR OF THIS MATERIAL IS UNKNOWN. This material was deposited on a Fort Bend County property, easement or Fort Bend County operated toll road without consent by, or knowledge of, the County. Removal of this material is a voluntary public service performed by the County and is not an admission that the County has any legal responsibility for removal.

Generally, the cleanup of contaminated soils is at a ratio of one (1) drum of contaminated soil to one (1) drum of waste. For the purposes of this bid a fifty-five (55) gallon drum of solid waste shall be considered to weigh 800 pounds, and a fifty-five (55) gallon drum of liquid waste shall be considered to weigh 460 pounds.

12.2.3 Laboratory Analysis – Defines as all laboratory tests/analyses necessary to sufficiently identify, classify, and/or process hazardous or non-hazardous waste in order to disposition same. Prior to the selection of a disposal option, Fort Bend County designated representative(s) shall review and authorize the selected tests/analyses necessary in order to determine the proper disposition option. Copies of all related analytical results and waste classifications documentation, including quality assurance/quality control data will be provided to Fort Bend County for review. The Fort Bend County designated representative(s) shall have the opportunity to obtain a split sample of any wastes recovered during a cleanup. Laboratories shall be accredited by the State of Texas under the NELAP.

12.2.4 Disposition – Defined as all labor, transportation/freight, manifesting/documenting and waste fees and/or taxes necessary to dispose of, or treat, solid waste, which includes hazardous and/or non-hazardous waste, as defined by Title 30, Texas Administrative Code (TAC), Chapter 335. For purposes of this bid, disposal is defined as either incineration or burial in an approved, licensed landfill; treatment, for example, thermal, is defined as a process of converting waste into a usable product. Upon request by Fort Bend County, waste treatment is subject to the department's review and approval. Alternatives must consider technologies that will result in a permanent and significant decrease in the toxicity, mobility, or volume of the hazardous contaminants present in the wastes. The estimated quantities as listed on the Bid Pricing Form, Item II., 1., A. and 3., A. includes calls from Fort Bend County to dispose of self-generated waste and abandoned on easements. Fort Bend County retains the discretion to specify which disposition alternative is utilized.

Initials of Bidder: 

- 12.2.5 All of the above-cited shall be performed in accordance with all applicable local, state, and federal solid and liquid waste and hazardous materials laws and regulations, including but not limited to the Industrial Solid Waste and Municipal Hazardous Waste Management and Municipal Solid Waste Management Regulations (Title 30, TAC, Chapters 335 & 330 respectively), and the Resource Conservation and Recovery Act (RCRA), and Occupation and Safety and Health Act (OSHA). All transportation of said waste shall be in accordance with Department of Transportation (DOT) Hazardous Material Regulations 49 Code of Federal Regulations (CFR) 100-199.

**13.0 VENDOR QUALIFICATIONS:**

- 13.1 Vendor shall be individuals, firms, or corporations regularly engaged in the emergency response to potentially hazardous incidents within a minimum of five (5) years of experience. Vendor shall understand the currently known hazards and risks which are presented to human beings, property and the environment in the handling, analyzing, transporting and disposing of hazardous waste.
- 13.2 Vendor shall utilize personnel trained and certified in the applicable federal and state safety and environmental regulations. Upon request, vendor shall provide to Fort Bend County a copy of the applicable certification of the responding site personnel, such as OSHA's 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) training standard.
- 13.3 Vendor shall obtain all necessary registrations, certifications, licenses and permits in connection with work required by this contract. Vendor is not required to have certification as a Discharge Cleanup Organization; however, the vendor may provide a copy of their certification with their bid to denote the capabilities.
- 13.4 Vendor shall submit, with the bid, on Enclosure 1. References, the company name, address, point-of-contact and telephone number of five (5) references in the State of Texas for which like services were performed within the last two (2) years. Failure to submit references with the bid will result in disqualification.

**14.0 RESPONSE TIME:**

The classification of all calls shall be provided by Fort Bend County designated representative(s) at the time each respective call is assigned. In the event that a call is assigned to the vendor without a specific level of response assigned, the vendor shall treat the call as an emergency call. The vendor failure to respond accordingly as stated herein may result in contract termination and may further affect the vendor's eligibility for future similar contract awards.

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**15.0 SUBCONTRACTING:**

Vendor may subcontract any part of these contracted services. However, vendor shall be the party liable to Fort Bend County for strict compliance with all contract specifications. Additionally, Fort Bend County must approve in writing any and all subcontractors prior to the subcontractor providing any services. Vendor and subcontractors shall have a minimum of five (5) years of experience in services described herein. Please refer to Enclosure 4. Subcontractors. Please include subcontractor's Texas Commission on Environmental Quality (TCE) and Environmental Protection Agency (EPA) number for any subcontractors, if utilizing subcontractors.

**14.0 REQUIRED FORMS:**

All bidders are required to complete the attached and return with their submission:

- 14.1 Pricing Form in electronic Excel File
- 14.2 Vendor Form
- 14.3 W9 Form
- 14.4 Tax Form/Debt/Residence Certification
- 14.5 Contractor Acknowledgement of Stormwater Management Program
- 14.6 Current Certificate of Insurance
- 14.7 References
- 14.8 Disposal Facilities
- 14.9 Laboratories
- 14.10 Subcontractors

**15.0 ENCLOSURE:**

- Enclosure 1: References
- Enclosure 2: Disposal Facilities
- Enclosure 3: Laboratories
- Enclosure 4: Subcontractors

Initials of Bidder: CR

Contract Sheet  
Bid 18-068

THE STATE OF TEXAS  
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 26 day of June, 2018, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and TEXAS HAZARDOUS MATERIALS LLC (hereinafter designated Contractor).

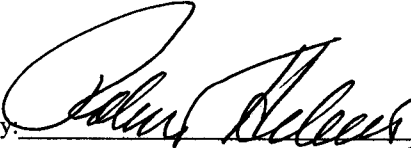
(company name)

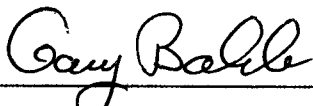
WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Term Contract for Emergency and Non-Emergency Hazardous Materials, Clean-up, Removal and Disposal for Fort Bend County** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 26 day of June, 2018.

By:  Fort Bend County, Texas  
County Judge, **Robert Hebert**

By:   
Signature of Contractor

By: GARY BABB Ops mgr  
Printed Name and Title





**COUNTY PURCHASING AGENT**  
**Fort Bend County, Texas**  
**Vendor Information**

Debbie Kaminski, CPPB  
County Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Texas Hazardous Materials, LLC	
Business Name (if different from legal name)	Texas HazMat	
Federal ID # or S.S. #	46-2968775	
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization	
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____	
Remittance Address	6314 Stone Briar Drive	
City/State/Zip	Pasadena, Texas 77505	
Physical Address	6411 Decker Drive	
City/State/Zip	Baytown, Texas 77520	
Phone/Fax Number	Phone: 832-309-8845      Fax: _____	
Contact Person	Gary Babb	
E-mail	txhazmat@gmail.com	
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise _____ Certification # _____ SBE-Small Business Enterprise _____ Certification # _____ HUB -Texas Historically Underutilized Business _____ Certification # _____ WBE-Women's Business Enterprise _____ Certification # _____	
Company's gross annual receipts	<\$500,000 <input checked="" type="checkbox"/>	\$500,000-\$4,999,999 _____
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____
	>\$22,400,000 _____	
NAICs codes (Please enter all that apply)	514620	
Signature of Authorized Representative		
Printed Name	Gary Babb	
Title	Operations Manager	
Date	5-20-2018	

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE.**

**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Texas Hazardous Materials, LLC**

**2** Business name/disregarded entity name, if different from above  
**Texas HazMat**

**3** Check appropriate box for federal tax classification; check only one of the following seven boxes:  
☐ Individual/sole proprietor or single-member LLC  
☐ C Corporation  
☐ S Corporation  
☐ Partnership  
☐ Trust/estate  
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **P**  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
☐ Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.)  
**6314 Stone Briar Drive**

**6** City, state, and ZIP code  
**Pasadena, Texas 77505**

**7** List account number(s) here (optional)

Requester's name and address (optional)  
**Fort Bend County Purchasing Dep**

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
4	6		-	2	9	6	8	7 7 5

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person ▶ *Garry Ball* Date ▶ **5-20-2018**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Job No.:

**TAX FORM/DEBT/ RESIDENCE CERTIFICATION**  
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 46-2968775

Company Name submitting Bid/Proposal: Texas Hazardous Materials, LLC

Mailing Address: 6314 Stone Briar Drive, Pasadena, Texas 77505

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

Texas HazMat

- I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.\*

Property address or location\*\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* This is the property account identification number assigned by the Fort Bend County Appraisal District.

\*\* For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

- II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes ☒ No

If yes, attach a separate page explaining the debt.

- III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that Texas Hazardous Materials, LLC is a Resident Bidder of Texas as defined in Government Code §2252.001.  
[Company Name]

I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_.  
[Company Name]

[City and State]

**Mandatory Form**



**Contractor Acknowledgement of Stormwater Management Program**

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

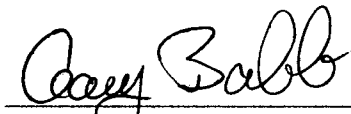
1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

**Texas Hazardous Materials, LLC**

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

  
\_\_\_\_\_  
Contractor Signature

**5-20-2018**

\_\_\_\_\_  
Date

**Gary Babb**

\_\_\_\_\_  
Printed Name

**Operations Manager**

\_\_\_\_\_  
Title

**Enclosure 1 - REFERENCES**

**Reference #1**

Organization Name: Apple Towing

Contact Name/Telephone No.: Todd Johnson 832-347-2627

Address: 2030 Holms Rd Houston Tx 77045

Services provided: As one of the region's largest heavy duty wrecker services Apple Towing will reach out for support of environmental issues for advice to Emergency Response. Responses have included lost loads, chemical spills, diesel spills and non-hazardous cleanups that have shut down city streets to major highways and impacted roadways and drainage. We have responded to approximately 11 calls with Apple over the last two years.

**Reference #2**

Organization Name: Gulf Coast Towing/Ron's Towing/Jeff's Towing

Contact Name/Telephone No.: Jeff Humphreys 713-540-7778

Address: 101 Randal Pasadena Tx 77506 Baytown Tx

Services provided: This company provides heavy duty wrecker services to Pasadena, Deer Park and half of Chamber County. This company will reach out for support of environmental issues from advice to Emergency Response. Responses have included lost loads, chemical spills, diesel spills and nonhazardous cleanups that have shut down city streets to major highways and impacted roadways and drainage. We have responded to approximately 8 calls with Apple over the last two years.

**Reference #3**

Organization Name: Buchanan Hauling and Rigging

Contact Name/Telephone No.: Cyndi Russell 979-299-7998

Address: 800 Brazosport Blvd S Clute Tx 77731

Services provided: Called to respond to a diesel spill potentially impacting a storm drain near the Bayport Container yard in Seabrook Tx. Crew arrived in 15 minutes and contained the spill not allowing it to enter the drain. Stopped the leak, recovered diesel fuel and cleaned impacted area without affecting traffic.

**REFERENCES (CONTINUED)**

**Reference #4**

Organization Name: Pinson Law Firm

Contact Name/Telephone No.: Mr. Theo Walton "Ted" Pinson III (713) 253-7014

Address: \_\_\_\_\_

Services provided: Consultation on environmental issue. Supported client's needs by providing  
Emergency Response and remedial actions due to spills and enforcement issues.

**Reference #5**

Organization Name: Santana Funeral Directors

Contact Name/Telephone No.: JR Santana 713-921-3000

Address: 401S Sgt Macario Garcia Dr. Houston Tx 77011

Services provided: Provide Biohazard and crime scene cleanup

**Reference #6**

Organization Name: Transportation Spill Solutions (Emergency Response Brokers) (TSS)

Contact Name/Telephone No.: Hasib Raul (706) 614-3877

Address: 250 West Broad St #713 Athens GA 30601

Services provided: TSS is an Emergency Response broker that provides emergency environmental  
services to its transportation customers. TSS has contacted the owner of Texas HazMat countless times  
since its creation in 2007 for support to resolve hazardous and non-hazardous situations.

**REFERENCES (CONTINUED)**

**Reference #7**

Organization Name: City of Sugar Land

Contact Name/Telephone No.: Dawn Steph 281-330-3548

Address: Environmental Dept City of Sugar Land

Services provided: Emergency response to an aircraft crash at Sugar Land Regional Airport. Provided environmental support to the airport. Tasks included booming off city water supply channel, representing aircraft insurance company by providing site safety and once aircraft was removed from channel we transferred the remaining fuel, recovered fuel in the channel and removed the vegetation and impacted soils. Once we opened the channel, it was sampled to verify cleanliness and we replaced the soils.

Paint spill – Provided response to City of Sugar Land after paint inadvertently made its way into a garbage truck and drained over the roadway for a mile. Tasks included the pressure washing of the roadway and parking lots while recovering the runoff.

Third party spills – Worked under the observation of the Environmental division while cleaning up incidents from third party such as fuel or hydraulic spills.

Assisted Environmental Division after Hurricane Harvey with consultation to third party to provide additional solutions to pollution problems.

**Reference #8**

Organization Name: Emergency Response & Training Solutions (ERTS) (ER Brokers)

Contact Name/Telephone No.: Multiple Dispatcher (800)924-6804

Address: 256001 Cochran Rd #300 Solon OH 44194

Services provided: ERTS is an Emergency Response broker that provides emergency services to its transportation customers. The owner of Texas HazMat has responded to hundreds of commercial truck accidents brokered by ERTS which have resulted in a variety of environmental impacts resulting in the need for traffic control, roadway surface cleanup, soils excavation, sampling, disposal and closure reports since they were founded in 2001.

**REFERENCES (CONTINUED)**

**Reference #9**

Organization Name: Premier Environmental Services (PES) (ER Brokers)

Contact Name/Telephone No.: Multiple Dispatcher (314) 472-6259

Address: 2415 Directors Row, Indianapolis IN 46241

Services provided: PES is an Emergency Response broker that provides emergency services to its transportation customers. The owner of Texas HazMat has responded to hundreds of commercial truck accidents brokered by PES which have resulted in a variety of environmental impacts resulting in the need for traffic control, roadway surface cleanup, soils excavation, sampling, disposal and closure reports since they were founded in 2002.

**Reference #10**

Organization Name: Cura Emergency Services (Cura) (ER Brokers)

Contact Name/Telephone No.: Multiple Dispatcher (972) 378-7333

Address: 6205 Chapel Hill Blvd Ste 100, Plano TX 75095

Services provided: Cura is an Emergency Response broker that provides emergency services to its transportation customers. The owner of Texas HazMat has responded to hundreds of commercial truck accidents brokered by Cura which have resulted in a variety of environmental impacts resulting in the need for traffic control, roadway surface cleanup, soils excavation, sampling, disposal and closure reports since they were founded in 1993.

**Reference #11**

Organization Name: Industrial Transportation & Towing (ITT)

Contact Name/Telephone No.: Tony (832) 247-8589

Address: 1320 W Tyler St La Porte Tx 77571

Services provided: This company provides heavy duty wrecker services to La Porte Tx. This is one of the busiest transportation sectors in the area and ITT will reach out for support on environmental issues and advice and assistance with Emergency Response. Responses have included lost loads, chemical spills, diesel spills and non-hazardous cleanups) that have shut down city streets to major highways and impacted roadways and drainage. We have responded to approximately 8 calls with ITT over the last two years.



**Enclosure 2 - DISPOSAL FACILITIES**

**Disposal Facilities – Provide proposed disposal location(s) to be used under this contract. Should a change in the disposal location(s) occur during the term of the contract, the vendor shall notify Fort Bend County designated representative(s) in writing not less than ten (10) days prior to the effective date of the change.**

1. Facility Name: Waste Connections of Texas – Seabreeze Landfill  
Facility Address: 10310 FM 523, Angleton TX 77516  
Point of Contact: James Cashion  
Telephone Number: 979-864-4442  
EPA / TCEQ Registration Number(s): [REDACTED]
2. Facility Name: Waste Management  
Facility Address: 1901 Afton, Houston, Tx 77055  
Point of Contact:   
Telephone Number: 713-423-1753  
EPA / TCEQ Registration Number(s): Multiple Locations in area
3. Facility Name: Liquid Environmental Solutions  
Facility Address: 250 Gelhorn, Houston, Tx 77013  
Point of Contact:   
Telephone Number: 713-671-4800  
EPA / TCEQ Registration Number(s): [REDACTED]
4. Facility Name: Petro Tech Environmental  
Facility Address: 8502 Cypress St. Bldg 2, Houston, TX 77012  
Point of Contact: Albert  
Telephone Number: 713-926-9988  
EPA / TCEQ Registration Number(s): [REDACTED]
5. Facility Name: Fort Bend Regional Landfill  
Facility Address: 14115 Davis Estate Road, Needville, Tx 77414  
Point of Contact:   
Telephone Number: 979-793-4430  
EPA / TCEQ Registration Number(s): [REDACTED]
6. Facility Name: US Ecology of Texas  
Facility Address: 3277 CR 29, Robstown, TX 78380  
Point of Contact:   
Telephone Number: 9800-955-3265  
EPA / TCEQ Registration Number(s): [REDACTED]
7. Facility Name: NSSI / Sources and Services Inc.  
Facility Address: 5711 Etheridge St. Houston TX 77087  
Point of Contact: Tabatha  
Telephone Number: 713-641-0391  
EPA / TCEQ Registration Number(s): [REDACTED]

**DISPOSAL FACILITIES (CONTINUED)**

8. Facility Name: Gamma Waste Systems  
Facility Address: 712 Pasadena Fwy, Pasadena TX 77506  
Point of Contact: Chris  
Telephone Number: 713-472-6900  
EPA / TCEQ Registration Number(s): [REDACTED] [REDACTED]
9. Facility Name: Lone Star Ecology  
Facility Address: 12901 Baypark Rd, Deer Park Tx  
Point of Contact: Deborah  
Telephone Number: 281-204-1268  
EPA / TCEQ Registration Number(s): [REDACTED]
10. Facility Name: Republic Waste Services – Blue Ridge  
Facility Address: 5757A Oats Rd  
Point of Contact: Richard  
Telephone Number: 713-676-7625  
EPA / TCEQ Registration Number(s): Exempt / [REDACTED]

Enclosure 3 - LABORATORIES

**Laboratory Facilities** – Provide laboratory(s) to be used under this contract. Should a change in the laboratory(s) occur during the term of the contract, the vendor shall notify Fort Bend County designated representative(s) in writing not less than ten (10) days prior to the effective date of the change.

1. Company Name: A & B Labs  
Company Address: 10100 East Freeway # 100  
Point of Contact: Cliff  
Telephone Number: 713-453-6060
2. Company Name: Xenco Laboratories  
Company Address: 4143 Greenbriar Dr., Stafford, TX. 77477  
Point of Contact: Debbie Simmons  
Telephone Number: 281-240-4200
3. Company Name: ExperTox, Inc.  
Company Address: 1803 Center St. Ste. A  
Point of Contact: Loretta Anderson  
Telephone Number: 281-476-4600
4. Company Name: Accutest Laboratories  
Company Address: 10165 Harwin, Houston, TX. 77036  
Point of Contact: \_\_\_\_\_  
Telephone Number: 713-271-4700

**Enclosure 4 – SUBCONTRACTORS**

**Subcontractors** - Provide any subcontractor(s) to be used under this contract. Should a change in the subcontractor(s) occur during the term of the contract, the vendor shall notify Fort Bend County designated representative(s) in writing not less than ten (10) days prior to the effective date of the change.

1. Company Name: Phoenix Pollution Control  
Company Address: 7111 Decker Dr  
Baytown, Tx 77520  
Point of Contact: Reese  
Telephone Number: 281-914-1031
2. Company Name: AAA Flex Hose  
Company Address: 3900 Underwood  
La Porte Tx 77571  
Point of Contact: Lupe  
Telephone Number: 281-475-5200
3. Company Name: Tradebe Environmental Sys  
Company Address: 200 S 16th  
La Porte Tx 77871  
Point of Contact: Debbie  
Telephone Number: 713-569-8330
4. Company Name: Pioneer Waste  
Company Address: 4222 Pasadena Blvd  
Pasadena Tx 77503  
Point of Contact: Lonnie  
Telephone Number: 281-542-1556

# Texas HazMat



## Demonstration of Capabilities

May 20, 2018

Term Contract for Emergency and Non-Emergency Hazardous Materials, Clean-up, Removal, and Disposal for Fort Bend County BID 18-068

To whom it may concern:

Locate utilities – Texas HazMat's Standard Operating Procedures (SOP) and Standard Operating Guideline (SOG) dictate that safety and the protection of infrastructure is greatly important. Once a site determination has been conducted and it appears that excavation will be required to remediate the impacted environment, 811 or 800-344-8377 will be notified and based upon the urgency (emergency or scheduled) a locator will be requested to be dispatched and sub surface obstacles will be identified. It is the responsibilities of our managers and supervisors to make proper notification and track its progress for all entries which may be required.

Developing Comprehensive Health and Safety and Site specific Response Health and Safety Plan – Texas HazMat's Standard Operating Procedures (SOP) and Standard Operating Guideline (SOG) stress the importance of health and safety to our personnel and its importance to the survival of our company. All managers have taken and are in compliance with the National Incident Management System (NIMS 100, 200 700 & 800 with some experienced in the 300 & 400). On larger incidents, the Project Manager will assign a position for Health and Safety and once that person has assessed the gravity of the incident, they will prepare a Safety Plan and conduct a safety meeting with all personnel. On smaller scale incidents, the supervisor will conduct a tailgate safety meeting. (Examples attached)

Handling Mobilization and Response – If Texas HazMat is awarded this contract, it will develop Standard Operating Procedures (SOP) and Standard Operating Guideline (SOG) specific to this county. The Texas HazMat's deployment model is to stage assets within the response area to respond at a moment's notice from any contractual partner. Once activated, the Project Manager / Response Supervisor shall keep clients point of contact updated on the response.

Respondent's process for performing the sampling and analytical requirements on Emergency Response calls – Texas HazMat's Standard Operating Procedures (SOP) and Standard Operating Guideline (SOG) is scalable dependent upon the size and type of the incident. Texas HazMat's Managers and Supervisors shall be tasked to ensure when needed, all consideration shall be taken due to incident location, size, product, and amount released and needs for sampling and analytical. All sites will have a minimum of two samples (Background [BG] and Confirmation [Conf]). In some cases, additional samples may be required by the disposal facility and will be labeled as Disposal (DP(1), (2) etc). Texas HazMat uses site sampling to ensure the site remediation/excavation has been properly completed and sampling field will be directly related to the incident size or other special needs. In many cases the Texas HazMat site Supervisor or Manager will use field instrumentation to provide real time results and be later verified by a laboratory. Texas HazMat has a procedure in place on how samples are identified (labeled) along with storage, logging and transporting of samples. Managers and Supervisor are tasked to ensuring a proper documentation (lab's Chain Of Custody (COC)) are followed and are properly filled out along with following Texas HazMat's document storage policy. (See Sample Attachment)

Respondent's process for performing the sampling and analytical requirements non-Emergency Response calls – Non-emergency sampling and analytical shall follow the same technique as sampling procedure as for emergency response. The speed at which the samples are analyzed (turn-around time) might vary but the process and documentation process are the same.

Respondent's process for maintaining chain of custody – Texas HazMat's Standard Operating Procedures (SOP) and Standard Operating Guideline (SOG) explains how a COC is to be completed. If samples have been taken and analyzed a copy of the COC and analytical report will be attached to the Texas HazMat's closure report.

**Texas HazMat  
Standard Operating Procedure**

**EXCAVATION PROGRAM**

**Applicable to:** Texas HazMat and Subcontractors

**Date Effective:** Jan 4, 2017

**Issue No.:** 1      **Revision:** 0

**Page 1 of 2**

**I. Purpose**

- A. The Excavation Program is designed to ensure underground utilities are not damaged during ANY kind of excavation (digging) being performed by Texas HazMat or its subcontractor.

**II. Scope**

- A. This program applies to all Texas HazMat employees and contractors working on any Texas HazMat project.
- B. This policy applies to all excavation being conducted deeper than 12 inches including night and weekend work.

**III. Policy**

- A. Texas HazMat will take all reasonable measures to provide a safe workplace. All Texas HazMat operations must be performed in a manner, which will prevent any undesirable effects to Texas HazMat, subcontract employees, assets, the local community, and the environment.
- B. The provisions of this program and all applicable standards will be followed to ensure the reliable operation of utility systems. Failure to follow the requirements of the Excavation Program will be cause for disciplinary action for Texas HazMat employees and potential fines & penalties for contractors.
- C. Texas HazMat's Excavation Program is meant to work with the Texas One Call Program and should not be in conflict with its requirements.

**IV. Procedures**

- A. An Excavation permit is required before performing any excavation (digging), anywhere, by anyone.
  - 1. Only exception could be external utility companies with right of way easements not part of the scene. However this company must be made aware of the situation.
- B. Permit must remain on site during excavation
- C. Permits expires with associated Texas One-Call Ticket
- D. If a new equipment operator is assigned to work on the site not on the active permit, a new Texas HazMat permit must be requested
- E. If any utility is discovered that is not marked the equipment operator must immediately stop and contact the Project Manager.
- F. Utility location markings must be maintained throughout the work. If work area needs to be remarked during permit period, a call to the Locator should be made.
- G. Locating natural gas lines or the 44KV electrical lines require a vacuum truck to locate
- H. Utility markings should not be considered an exact location, they have a 30" variance each side of the marking
- I. Within 30" of the edge of a utility, hand digging or vacuum excavation is required to locate utility
- J. For new utilities or repaired utilities, excavated areas must be inspected by a utilities representative prior to back filling. Failure to receive approval, the utility will have to be uncovered at the contractor's expense.

Revision	Description	Effective Date
		8/3/11

**Texas HazMat  
Standard Operating Procedure**

**EXCAVATION PROGRAM**

**Applicable to:** Texas HazMat and Subcontractors

**Date Effective:** Jan 4, 2017

**Issue No.:** 1      **Revision:** 0

**Page 2 of 2**

**K. Obtaining an Excavation Permit**

1. Is work area in High Risk Zone or major construction project (new building or building addition)? If not go to Step 2. If it is, a pre-excavation review needs to be held prior to project starting. Request from Project Manager or Supervisor/Manager to Utilities & Engineering Services
2. The Operations/Project Manager week before request for locate of utilities.
  - a) Review scope of excavation
  - b) Excavation/project schedule
  - c) Drawings of planned work
  - d) Drawings of any logistical issues (traffic impact, etc.)
  - e) Name of contractor(s) doing work
  - f) Temporary utilities or shutdowns if required
  - g) Review Risk Mitigation Plan
3. Contractor completes Permit Request Form and is signed off by Texas HazMat Project Manager or representative
4. Contractor or requestor must attach a drawing(s) and sketch(es) of planned work
5. Contractor performing the work calls Texas One-Call Center to request utility locate 48 hours or more prior to need date
6. Utility Locator contacts requestor (superintendent) to set up time to meet
7. Utility Locator will coordinate marking of utilities within the 48 hour period and provide a drawing of known utilities in area to be attached to the permit
8. Texas HazMat Supervisor reviews markings and requirements with equipment operator
9. Both the Texas HazMat Supervisor and equipment operator signs excavation permit
10. Contractor can now begin work
11. If work goes on beyond Texas One-Call Ticket end date, go to Step 2 to request new permit
12. If work area needs to be remarked during permit period contact the Utility Locator

**V. Training**

- A. Texas HazMat managers, supervisors and project managers will be responsible for training their employees and contractors.

**VI. References**

- A. Texas One Call

**VII. Document Retention**

- A. Permits must remain on the work site during excavation and made available to any person requesting to review the permit.
- B. Permits will be placed in job folder after work is complete or they have expired.

**VIII. Attachments**

1. Excavation Program SOP 1.0
2. Excavation Permit 1.0
3. Excavation High Risk Map
4. Excavation Risk Mitigation Form 1.0

Revision	Description	Effective Date
		8/3/11

**Texas HazMat  
Standard Operating Procedure**

**EXCAVATION PERMIT**

Applicable to: Texas HazMat and Subcontractors

Date Effective: Jun 15, 2017

Issue No.: 1      Revision: 0

Page 1 of 1

**Any penetration into the ground deeper than 12 inches on any Texas HazMat project requires an Excavation Permit. Permit expires with associated Texas One-Call Ticket.**

**Texas HazMat Contact or Project Manager**

Name: \_\_\_\_\_ Phone#: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Project Information**

Project: \_\_\_\_\_ Location: \_\_\_\_\_

Contractor: \_\_\_\_\_ Texas One-Call Ticket #: \_\_\_\_\_

Expected Start Date: \_\_\_\_\_ Expected Completion Date: \_\_\_\_\_

UTILITY in work zone	APPROX. SIZE	LOCATED BY	DATE	COMMENTS

Contamination – Type	Depth	Width

**I agree to follow Texas HazMat Excavation Program & Texas One Call Prevention Act**

	Name	Signature	Date
Project Foreman			
Equipment Operator			
Equipment Operator			
Locator			

**Contact Texas One Call Control Center at 811 For Any Utility Damage**



**Section 1 - General Information**

Date: \_\_\_\_\_  
Job #: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Dial 911 for all Emergencies. Alternative # \_\_\_\_\_  
Primary Assembly Point: \_\_\_\_\_  
Nearest Fire Extinguisher: \_\_\_\_\_

Location: \_\_\_\_\_  
Customer: \_\_\_\_\_  
Nearest Medical Facility: \_\_\_\_\_  
Nearest First Aid Kit: \_\_\_\_\_  
Do Cell Phones Work: \_\_\_\_\_ Yes \_\_\_\_\_ No

**Section 2 - Task Information**

Describe tasks to be performed: \_\_\_\_\_  
1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_

Are any employees working on a task out of sight of each other? If so, what communications method is being used?  
\_\_\_\_\_ Cell Phone \_\_\_\_\_ Radio \_\_\_\_\_ Other

**Section 3 - Hazard Identification & Control**

TYPE OF WORK: \_\_\_\_\_ Roadway ER \_\_\_\_\_ Facility ER \_\_\_\_\_ Excavation \_\_\_\_\_ Vac Truck Ops \_\_\_\_\_

**Mark an X On All Applicable Hazards For These Tasks**

<input type="checkbox"/> Safety Systems Bypassed/Disabled	<input type="checkbox"/> Ignition Sources	<input type="checkbox"/> Pinch Points	<input type="checkbox"/> Fall From Heights
<input type="checkbox"/> Temperature Extremes (Hot & Cold)	<input type="checkbox"/> Overhead Hazards	<input type="checkbox"/> Lone Worker	<input type="checkbox"/> Adjacent Operation
<input type="checkbox"/> Roadway Work (Traffic Control)	<input type="checkbox"/> Chemical Exposures	<input type="checkbox"/> Lifting (Sprains & Strains)	<input type="checkbox"/> Mobile Equipment
<input type="checkbox"/> Dusty Environment	<input type="checkbox"/> Weather Hazards	<input type="checkbox"/> Slips/Trips/Falls	<input type="checkbox"/> Suspended Loads
<input type="checkbox"/> Other _____	<input type="checkbox"/> Noise	<input type="checkbox"/> Overexertion	<input type="checkbox"/> Wildlife
_____	<input type="checkbox"/> Electrical		<input type="checkbox"/> Insects
_____	<input type="checkbox"/> Hazardous Atmosphere		

**Section 4 - Personal Protective Equipment****Mark an X On All Additional PPE \*\*\*Always Required\*\*\* Hard Hat, Safety Glasses, Class 3 Vests & Steel Toed Boots\*\*\***

General PPE	Gloves	Chemical	Respirator Type	Monitor
<input type="checkbox"/> Face Shield	<input type="checkbox"/> General Purpose	<input type="checkbox"/> Tyvek	<input type="checkbox"/> Dust Mask	<input type="checkbox"/> 4 Gas
<input type="checkbox"/> FR Clothing	<input type="checkbox"/> Chemical Resistant	<input type="checkbox"/> CPF 1	<input type="checkbox"/> Full Face APR	<input type="checkbox"/> PID
<input type="checkbox"/> Hearing Protection	<input type="checkbox"/> Heat Resistant	<input type="checkbox"/> CPF 2	<input type="checkbox"/> SCBA	<input type="checkbox"/> O2
<input type="checkbox"/> Goggles	<input type="checkbox"/> Cut Resistant	<input type="checkbox"/> CPF 3	<input type="checkbox"/> Air Line	<input type="checkbox"/> LEL
<input type="checkbox"/> Fall Protection	_____	<input type="checkbox"/> CPF 4	_____	_____
_____	_____	_____	_____	_____

**Section 5 - Team Leader Completion**

Team Leader Print \_\_\_\_\_ Sign \_\_\_\_\_

**List Employees conducting the tasks and participating in the Tailgate Safety Meeting**

Print _____	Sign _____
Print _____	Sign _____
Print _____	Sign _____
Print _____	Sign _____
Print _____	Sign _____

**List others conducting the tasks and participating in the Tailgate Safety Meeting**

Print _____	Sign _____
Print _____	Sign _____
Print _____	Sign _____
Print _____	Sign _____
Print _____	Sign _____

Are other personnel on-site conducting tasks not related to this task? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If YES, will the other personnel be affected by this task? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If YES, are those personnel included in this Tailgate Safety Meeting? \_\_\_\_\_ Yes \_\_\_\_\_ No

**Any personnel arriving after the initial Tailgate Safety Meeting will be orientated prior to working on-site.**



# Texas HazMat LLC

## DAILY TIME / EQUIPMENT REPORT REV 7

Client Name [REDACTED]		Job # 180426A	DATE Apr 26, 2018
Claim # [REDACTED]	PO#		

WORK DESCRIPTION: Returned and jetted storm drain line

### Personnel

	NAME	TITLE	ST IN	ST OUT	OT IN	OT OUT	Lunch
1	[REDACTED]	Supervisor			1700	2130	
2							
3	[REDACTED]	TEC			1700	2130	
4							
5							

Title codes: (SUP) Supervisor, (OP) Operator, (DC) Disposal Coordinator, (TEC) Technician, (SAF) Safety

### Materials

QTY	DESCRIPTION	QTY	DESCRIPTION
		Drum(s)	55 Gal Steel closed
		Drum(s)	55 Gal Steel Open
		Drum(s)	30 Gal Steel Closed
		Pr Gloves	Blue 3245 Black 3215 Green 3235 Work 3205
		Labels	Flam Corr Hazwaste Up arrow

### Trucks, Equipment

QTY	DESCRIPTION	Code	Sub	PO #	Miles	IN	OUT
1	Haul truck				90		
1	Sewer Unit						

### Disposal / Sample

Event	Qty	Item	Location / Description	Manifest #
DP	400	Gal	Interstate recyclers	BOL

Event codes: (PU) pickup, (DL) delivery, (ST) stage, (DP) disposal

Item codes: (55Sot, 55Sct, 30Sct, 55Pot, 55Pct 30Pot, 30Pop) drums

Supervisor

DATE



# Texas HazMat



## RESPONSE REPORT

Project Number 180524A  
Fuel spill on [REDACTED] of Hwy 146  
Seabrook, TX

### Name of Insured:

[REDACTED]

### Date of loss:

May 24, 2018

### Prepared for

[REDACTED]

### Report prepared by and date

Gary Babb  
May 24, 2018

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### 1. INCIDENT INFORMATION

**Project Location:** [REDACTED] of Hwy 146  
Seabrook TX  
**Project Number:** 180524A

**Date:** May 24, 2018  
**PM:** Gary Babb

### 2. FIRE/POLICE/STATE AGENCIES ON LOCATION

Agency	
No agencies on site	

### 3. INCIDENT INFORMATION

[REDACTED] of Hwy 146  
Seabrook Tx



### 4. INCIDENT OVERVIEW

Driver had pulled onto the roadside where he found the passenger side fuel tank leaking from around the fuel cap. Driver was able to remove dirt and build a containment to keep the diesel from entering the storm drain and call dispatch for support.

### 5. RESPONSE CHRONOLOGY

#### A. EMERGENCY RESPONSE

May 24, 2018. A Texas HazMat response supervisor arrived on location 15 minutes after dispatch and found that the truck had leaked apx. 8 – 10 gallons of diesel. The driver was able to contain the spill and keep the diesel out of the storm drain. The responder applied clay absorbents to the spill site and contained the free liquids.

A mechanic was already on location and determined that the fuel tanks were overfull and with expansion and angle of the truck the diesel pushed past the gasket on the passenger side fuel tank. In order to equalize the tanks apx. 15 gallons of diesel was removed from the driver's side fuel tank. This did relieve the pressure on the passenger side tank. The 15 gallons of diesel was pumped into a 55-gallon drum and was taken by the service technician.

The spill volume was under the reportable quantity of 25 gallons so no recommendation to notify the TCEQ were made to the company. The site was stable and no waterways were impacted by the spill.

**B. REMEDIAL RESPONSE**

May 24, 2018 Once the leak was eliminated the clay absorbent was worked into the diesel and removed. 1-55 gallon drum was used to contain the waste materials and was taken to the office pending disposal.

**C. METEOROLOGY DURING TIME OF INCIDENT**

5-24-18

Time (CST)	Temp.	Heat Index	Dew Point	Humidity	Pressure	Visibility	Wind Dir	Wind Speed	Gust Speed	Precip	Events	Conditions
10:50 AM	82.4 °F	89.5 °F	75.2 °F	79%	30.08 in	10.0 mi	East	6.9 mph	-	N/A		Mostly Cloudy
11:50 AM	86.0 °F	93.4 °F	73.4 °F	66%	30.08 in	10.0 mi	East	11.5 mph	-	N/A		Scattered Clouds
12:50 PM	87.8 °F	95.6 °F	73.4 °F	62%	30.06 in	10.0 mi	ESE	6.9 mph	-	N/A		Mostly Cloudy

**D. INJURIES DURING RESPONSE**

No Texas HazMat employees were injured during this operation

**6. NOTIFICATIONS MADE**

Agency	Contact Info	Verification Number	Date / Time
Spill was below the regulator limit and no notification was made.			

**7. SAMPLING**

Sampler	Sample ID	Date / Time	Analyses	Results Date	Results
			No Samples Necessary or taken		

**A. APPROVED LABORATORY**

A&B Labs	10100 East Fwy	Houston, TX 77029	(713) 453-6060
Xxx Xenco Laboratories,	4143 Greenbriar Dr,	Stafford, TX 77477	(281) 240-4200



**B. SAMPLE MAP**

No Samples taken

**8. DISPOSAL**

Description	Containers		Total Quantity	Unit Weight/Volume
	No.	Type		
Recyclable Material, Non DOT, Non RCRA Regulated Waste. Non Industrial site cleanup. Clay absorbent containing Diesel.	1	DM	55	G

**A. APPROVED DISPOSAL SITES**

SeaBreeze Environmental Landfill	10310 FM 523, Angleton, TX 77516	979-864-4442
Petro-Tech Environmental	8502 Cypress St, Houston Tx. 77012	713-926-9955
Waste Management Conroe Landfill	2525 N. Loop 336 E, Conroe Tx 77301	713-686-6666
NSSI	5711 Etheridge St, Houston, TX 77087	713-641-0391
Xxx WCA Ft. Bend Regional Landfill	14115 Davis Estate Rd Needville Tx	979-793-4430
Lone Star Ecology	12901-A Bay Pary Rd, Pasadena, Tx.	281-204-1268
Inland Env	1022 Schultz Rd, Columbus, Tx 78934	979-732-2137

**9. PUNCH LIST/COMMENTS/SUPPORT REQUESTS**

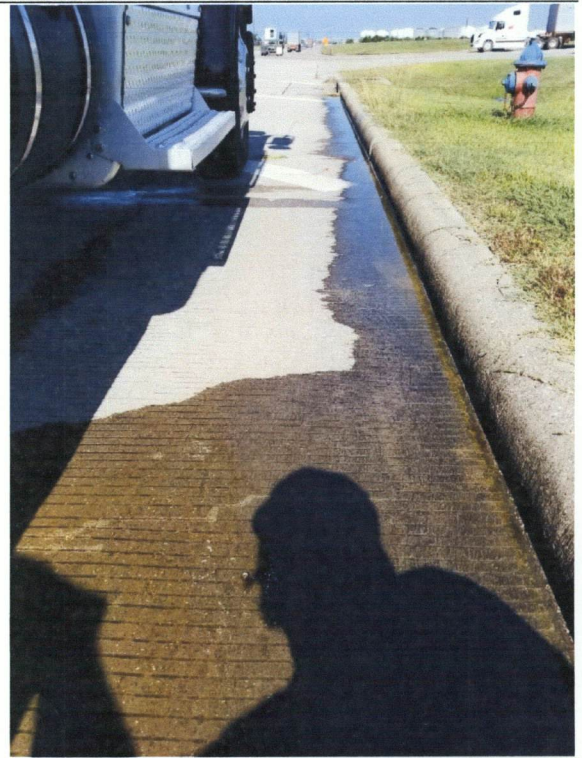
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## 10. PHOTOS

5-24-18 Photo 1

Passenger side fuel tank was leaking from the fuel cap, diesel ran down the curb towards the storm drain. Driver built soil containment keeping it from entering the drain.



5-24-18 Photo 2

Soil containment stopped diesel from entering the storm drain.





5-24-18 Photo 3

All clay absorbent and soils were removed and placed into drum pending disposal.



#### 11. SITE MAP



Yellow is estimated spill area.

Blue is approximate location of truck and trailer

#### 12. WASTE DOCUMENTATION

Attachment

#### 13. LAB DOCUMENTATION

Attachment

**Term Contract for Emergency and Non-Emergency Hazardous Materials, Clean-up, Removal, and Disposal for Fort Bend County Bid**

**10-068**



**Texas HazMat**



**Date:**

May 29, 2018

**Job No. 14/0334 - Emergency Response for Hazardous Material Incident Handling and Non-Emergency Cleanup of Hazardous and/or Non-Hazardous Waste and Related Items for Harris County**

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Quantity (A)</u>	<u>Unit Price (B)</u>	<u>Total Price (AxB)</u>
<b>I. Emergency Response for Hazardous Material</b>					
<b>A. Chemicals</b>					
1	Citric Acid (50 lbs.)	bag	6	\$ 28.00 =	\$ 168.00
2	Lime (50 lbs)	bag	48	\$ 7.00 =	\$ 336.00
3	Soda Ash (50 lbs.)	bag	48	\$ 14.00 =	\$ 672.00
4	Biodegradable Degreaser	gal	100	\$ 7.00 =	\$ 700.00
5	Bioremediation - microbial product (square yard of applied product, at manufacturer's recommended application rate)	sq yd	50	\$ 10.00 =	\$ 500.00
<b>Subtotal Section A</b>					<b>\$ 2,376.00</b>
<b>B. Equipment</b>					
1	Bob Cat 743 (Skidster) or equal	hr	20	\$ 65.00 =	\$ 1,300.00
2	Case 580 backhoe/loader or equal	hr	20	\$ 0.10 =	\$ 2.00
3	Cat 215 excavator or equal	hr	20	\$ 65.00 =	\$ 1,300.00
4	Wheel loader; 2 yd capacity bucket	hr	20	\$ 0.10 =	\$ 2.00
5	Portable Air Compressor	hr	10	\$ 15.00 =	\$ 150.00
6	Emergency response equipment vehicle, 1 ton or equal	hr	40	\$ 50.00 =	\$ 2,000.00
7	Emergency response trailer	hr	40	\$ 50.00 =	\$ 2,000.00
8	Forklift (15,000 lb. capacity)	hr	40	\$ 0.10 =	\$ 4.00
9	Trailer, portable light tower	hr	10	\$ 5.00 =	\$ 50.00
10	Trailer, utility	hr	40	\$ 0.10 =	\$ 4.00
11	Utility truck, 1/2 ton or equal	hr	40	\$ 0.10 =	\$ 4.00
12	Utility truck, 3/4 ton or equal	hr	40	\$ 25.00 =	\$ 1,000.00
13	Truck, 130 barrel vacuum	hr	40	\$ 95.00 =	\$ 3,800.00
14	Truck, 60-70 barrel vacuum	hr	10	\$ 85.00 =	\$ 850.00
15	Air Hammer	hr	8	\$ 0.10 =	\$ 0.80
16	Blower, gas powered backpack	hr	8	\$ 0.10 =	\$ 0.80
17	Frac tank, 20,000 gal.	day	5	\$ 45.00 =	\$ 225.00
18	Poly tank, 400 gal	day	5	\$ 1.00 =	\$ 5.00
19	Generator, 10 kilowatt (trailer)	hr	40	\$ 1.00 =	\$ 40.00
20	Portable pump, 2" with hoses	hr	40	\$ 5.00 =	\$ 200.00
21	Pressure washer	hr	40	\$ 5.00 =	\$ 200.00
22	Roll-off; including tarp, liner, straps and/or rope (20-25 yards)	day	5	\$ 35.00 =	\$ 175.00
23	Roll-off; including tarp, liner, straps and/or rope (30 yards)	day	5	\$ 35.00 =	\$ 175.00
24	Roll-off or frac tank delivery	ea	4	\$ 400.00 =	\$ 1,600.00
25	Dump truck 6 cyd capacity	hr	10	\$ 0.10 =	\$ 1.00
26	Traffic barricades	job	5	\$ 0.10 =	\$ 0.50
27	Portable decon unit (w/shower)	hr	5	\$ 0.10 =	\$ 0.50
28	Dot label kit	job	1	\$ 0.50 =	\$ 0.50
29	Ventilation fan (6000 CFM)	hr	5	\$ 0.10 =	\$ 0.50
30	SK210 Trackhoe with grapple, or equivalent	hr	5	\$ 0.10 =	\$ 0.50
31	Bob Cat 743 (Skidsteer) with grapple or equivalent	hr	5	\$ 0.10 =	\$ 0.50
32	Portable 10,000 gallon or equivalent	hr	5	\$ 0.10 =	\$ 0.50
33	4 cubic yard bucket capacity or with forks, or equivalent	hr	5	\$ 0.10 =	\$ 0.50

**Job No. 14/0334 - Emergency Response for Hazardous Material Incident Handling and Non-Emergency Cleanup of Hazardous and/or Non-Hazardous Waste and Related Items for Harris County**

**Estimated**

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Quantity (A)</u>	<u>Unit Price (B)</u>	<u>Total Price (AxB)</u>
34	16 foot jon or utility boat with motor or equivalent	hr	5	\$ 1.00 =	\$ 5.00
35	18 foot jon or utility boat with motor or equivalent	hr	5	\$ 1.00 =	\$ 5.00
36	26 foot response boat with twin motors	hr	5	\$ 0.10 =	\$ 0.50
37	26 foot barge work boat	hr	5	\$ 0.10 =	\$ 0.50
38	Orange construction barrier fence	ln ft	5	\$ 2.50 =	\$ 12.50
39	Hydromulch Seeding	acre	5	\$ 400.00 =	\$ 2,000.00
40	Truck/equipment Mats (timber) (rig, access, or portable roads) each mat per day	day	5	\$ 25.00 =	\$ 125.00
41	Truck/equipment Mats (composite) (rig, access, or portable roads) each mat per day	day	5	\$ 25.00 =	\$ 125.00
42	Mobilization (delivery) or Demobilization (pick up) of equipment utilizing 18-wheeler trailer	ea	5	\$ 150.00 =	\$ 750.00
43	Mobilization (delivery) or Demobilization (pick up) of equipment utilizing utility or flat-bed trailer	ea	5	\$ 150.00 =	\$ 750.00
44	Portable Toilet (including delivery, maintenance and pick up)	mo	1	\$ 325.00 =	\$ 325.00
45	Portable Hand Wash Station (including, delivery, maintenance and pick up)	mo	1	\$ 75.00 =	\$ 75.00
46	Wheeled Air Compressor	hr	10	\$ 25.00 =	\$ 250.00
<b>Subtotal Section B</b>					<b>\$ 19,516.10</b>

**C. Testing**

1	Combustible/Oxygen multiple gas detector	ea	3	\$ 45.00 =	\$ 135.00
2	Detector tubes (including pump)	ea	3	\$ 45.00 =	\$ 135.00
3	Sub-surface soil sampler	job	3	\$ 0.10 =	\$ 0.30
4	Surface soil sample kit	job	3	\$ 0.10 =	\$ 0.30
5	Area/personnel air monitors	hr	5	\$ 5.00 =	\$ 25.00
6	Radiation survey meter	hr	5	\$ 5.00 =	\$ 25.00
7	Testing, FID (Flame Ionization Detector)	ea	3	\$ 0.10 =	\$ 0.30
8	Testing, PID (Photoionization Detector)	ea	3	\$ 45.00 =	\$ 135.00
<b>Subtotal Section C</b>					<b>\$ 455.90</b>

**D. Sample and Laboratory Analysis (3 day turnaround)**

1	RCRA-RCI (Resource Conservation and Recovery Act - Reactivity, Corrosivity, and Ignitability) (Method 9040, 9010, 9030, 1010)	ea	3	\$ 225.00 =	\$ 675.00
2	Testing, BETX (Benzene, Toluene, Ethylbenzene and Xylene) (SW-846-8020)	ea	3	\$ 70.00 =	\$ 210.00
3	Testing, Tph (Total Petroleum Hydrocarbons) (EPA method 418.1 MOD.)	ea	3	\$ 150.00 =	\$ 450.00
4	PCB (Polychlorinated Biphenyls) wipe sample and container (EPA method 8080)	ea	1	\$ 25.00 =	\$ 25.00
5	8 RCRA Metals (total) (SW6010/7470)	ea	1	\$ 150.00 =	\$ 150.00
6	GC (Gas Chromatography) fingerprint	job	1	\$ 350.00 =	\$ 350.00
7	MTBE (Methyl Tertiary-Butyl Ether) (GS/GC)	job	3	\$ 25.00 =	\$ 75.00
8	Pesticides & PCB's (SW8460/8080)	job	1	\$ 25.00 =	\$ 25.00
9	Volatiles (EPA 8260)	job	3	\$ 150.00 =	\$ 450.00
10	Semi-volatiles (EPA 625/8270)	job	3	\$ 300.00 =	\$ 900.00



**Job No. 14/0334 - Emergency Response for Hazardous Material Incident Handling and Non-Emergency Cleanup of Hazardous and/or Non-Hazardous Waste and Related Items for Harris County**

Item No.	Description	Unit of Measure	Estimated		Unit Price (B)	Total Price (AxB)
			Quantity (A)			
11	TCLP (Toxicity Characteristic Leaching Procedures) metals (including extractions)	job	1		\$ 150.00 =	\$ 150.00
12	TCLP volatiles (including extractions)	job	1		\$ 150.00 =	\$ 150.00
13	TCLP semi-volatiles (including extractions)	job	1		\$ 150.00 =	\$ 150.00
14	TCLP , Hazardous Waste characteristics	ea	1		\$ 785.00 =	\$ 785.00
15	TLCP Metals Only	ea	1		\$ 55.00 =	\$ 55.00
16	RCI Without TCLP	ea	1		\$ 25.00 =	\$ 25.00
17	Ignitability	ea	1		\$ 25.00 =	\$ 25.00
18	BTU (British Thermal Unit) Value	ea	1		\$ 25.00 =	\$ 25.00
19	TPH	ea	1		\$ 150.00 =	\$ 150.00
21	TOX (Toxoplasma)	ea	1		\$ 65.00 =	\$ 65.00
22	Total Metals	ea	1		\$ 25.00 =	\$ 25.00
23	PCB's Only	ea	1		\$ 25.00 =	\$ 25.00
24	Herbicide	ea	1		\$ 25.00 =	\$ 25.00
25	Pesticide	ea	1		\$ 25.00 =	\$ 25.00
26	Volatiles	ea	1		\$ 150.00 =	\$ 150.00
27	Semi-volatiles	ea	1		\$ 150.00 =	\$ 150.00
28	Fixed Gas Analysis, GPA 2261 (ex. Hydrogen)	ea	1		\$ 200.00 =	\$ 200.00
29	Natural Gas Analysis, GPA 2261 (C1-C6 Hydrocarbons)	ea	1		\$ 200.00 =	\$ 200.00
30	Refinery Gas Analysis, UOP 539	ea	1		\$ 200.00 =	\$ 200.00
31	LPG (Liquified Petroleum Gas) Compositional Analysis (through C6), GPA 2165	ea	1		\$ 200.00 =	\$ 200.00
32	LPG Compositional Analysis, GPA 2186	ea	1		\$ 200.00 =	\$ 200.00
33	Non-Emergency Response (Sampling and Laboratory Analysis)	ea	1		\$ 100.00 =	\$ 100.00
<b>Subtotal Section D</b>						<b>\$ 6,390.00</b>
<b>E. Materials</b>						
1	Bags, unmarked, 6 mil	ea	15		\$ 1.50 =	\$ 22.50
2	Brush, decon	ea	5		\$ 0.10 =	\$ 0.50
3	Oil absorbent clay, 50 lbs.	bag	10		\$ 20.00 =	\$ 200.00
4	Absorbent boom, 8 inch x 10 ft. (10 ft. sections)	ea	5		\$ 20.00 =	\$ 100.00
5	Mop heads	ea	5		\$ 0.10 =	\$ 0.50
6	Pads, 18" x 18" x 3/8" pad (100 per BDL)	bdl	5		\$ 40.00 =	\$ 200.00
7	Polyethylene sheeting, 20' x 100', 6 mil	roll	2		\$ 70.00 =	\$ 140.00
8	Pump, barrels syphon	ea	1		\$ 0.10 =	\$ 0.10
9	Tape, caution/danger	roll	1		\$ 0.10 =	\$ 0.10
10	Tape, duct	roll	1		\$ 0.10 =	\$ 0.10
11	Wipes, woven cotton	lbs.	2		\$ 0.10 =	\$ 0.20
12	AFFF (Aqueous Film-Forming Foam ) Firefighting foam	gal	2		\$ 40.00 =	\$ 80.00
13	Disposal wipes	lbs.	2		\$ 0.10 =	\$ 0.20
14	Vermiculite (6 CTF bag)	job	1		\$ 20.00 =	\$ 20.00
<b>Subtotal Section E</b>						<b>\$ 764.20</b>
<b>F. Drums</b>						
1	5 gallon D.O.T. (Department of Transportation)	ea	2		\$ 14.00 =	\$ 28.00
2	5 gallon poly	ea	2		\$ 11.00 =	\$ 22.00
3	55 gallon poly	ea	2		\$ 48.00 =	\$ 96.00
4	55 gallon steel (open head)	ea	10		\$ 55.00 =	\$ 550.00

**Job No. 14/0334 - Emergency Response for Hazardous Material Incident Handling and Non-Emergency Cleanup of Hazardous and/or Non-Hazardous Waste and Related Items for Harris County**

	<u>Description</u>	<u>Unit of Measure</u>	<u>Quantity</u> <u>(A)</u>	<u>Unit Price</u> <u>(B)</u>		<u>Total Price</u> <u>(AxB)</u>
5	85 gallon steel overpack	ea	2	\$ 102.00	=	\$ 204.00
6	85 gallon poly overpack	ea	2	\$ 182.00	=	\$ 364.00
<b>Subtotal Section F</b>						<b>\$ 1,264.00</b>
<b>G.</b>	<b>Personnel - Labor</b>					
1	Operator, equipment	hr	20	\$ 80.00	=	\$ 1,600.00
2	Technician, hazardous materials	hr	20	\$ 50.00	=	\$ 1,000.00
<b>Subtotal Section G</b>						<b>\$ 2,600.00</b>
<b>H.</b>	<b>Personnel - Operations</b>					
1	Coordinator, project	hr	8	\$ 0.10	=	\$ 0.80
2	Foreman, hazardous materials	hr	8	\$ 50.00	=	\$ 400.00
3	Officer, site safety	hr	2	\$ 0.10	=	\$ 0.20
4	Supervisor, hazardous materials	hr	8	\$ 80.00	=	\$ 640.00
<b>Subtotal Section H</b>						<b>\$ 1,041.00</b>
<b>I.</b>	<b>Personnel - Technical</b>					
1	Geologist/Hydro Geologist	hr	2	\$ 105.00	=	\$ 210.00
2	Hygienist, certified industrial	hr	2	\$ 105.00	=	\$ 210.00
<b>Subtotal Section I</b>						<b>\$ 420.00</b>
<b>J.</b>	<b>Personal - Protective Equipment</b>					
1	Level A responder suit with SCBA (Self Contained Breathing Aparatus)	ea	1	\$ 400.00	=	\$ 400.00
2	Level B personal protective equipment; to include suit, SCBA, gloves and chemical booties	ea	1	\$ 150.00	=	\$ 150.00
3	Level C personal protective equipment; to include suit, respirator, respirator cartridge, gloves and chemical booties	ea	2	\$ 95.00	=	\$ 190.00
4	Level D personal protective equipment; to include uniform, hard hat, chemical booties, safety glasses and gloves	ea	5	\$ 35.00	=	\$ 175.00
5	SCBA 30 minute refills	hr	3	\$ 25.00	=	\$ 75.00
6	Replacement respirator cartridge	pr	4	\$ 30.00	=	\$ 120.00
<b>Subtotal Section J</b>						<b>\$ 1,110.00</b>
<b>K.</b>	<b>Disposition</b>					
1	Disposal of Class I, non-hazardous waste	cu yd	25	\$ 65.00	=	\$ 1,625.00
2	Disposal of Class II, non-hazardous waste	cu yd	30	\$ 25.00	=	\$ 750.00
3	Disposal - hazardous waste landfill	ton	5	\$ 200.00	=	\$ 1,000.00
4	Disposal - hazardous waste incineration	ton	5	\$ 651.00	=	\$ 3,255.00
5	Disposal - contaminated water	gal	100	\$ 0.20	=	\$ 20.00
6	Disposal - recycling tires	ea	5	\$ 5.00	=	\$ 25.00
<b>Subtotal Section K</b>						<b>\$ 6,675.00</b>
<b>Total - Item I. (Sections A-K)</b>						<b>\$ 42,612.20</b>

**Job No. 14/0334 - Emergency Response for Hazardous Material Incident Handling and Non-Emergency Cleanup of Hazardous and/or Non-Hazardous Waste and Related Items for Harris County**

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity (A)</u>	<u>Unit Price (B)</u>	<u>Total Price (AxB)</u>
II.	<b>Non-Emergency Cleanup of Hazardous/Non-Hazardous Waste</b>				
1	<b>On site Cleanup of Abandoned Waste</b>				
A.	<i>Hazardous, Contained</i>				
1	<i>Liquid</i>				
a.	55 gallon container	ea	10	\$ 255.00	= \$ 2,550.00
b.	30 gallon container	ea	5	\$ 230.00	= \$ 1,150.00
c.	5 gallon container	ea	6	\$ 163.00	= \$ 978.00
d.	1 gallon container	ea	5	\$ 140.00	= \$ 700.00
	<i>Hazardous, Contained</i>				
2	<i>Solid</i>				
a.	55 gallon container	ea	5	\$ 255.00	= \$ 1,275.00
b.	30 gallon container	ea	5	\$ 230.00	= \$ 1,150.00
c.	5 gallon container	ea	6	\$ 163.00	= \$ 978.00
d.	1 gallon container	ea	5	\$ 140.00	= \$ 700.00
B.	<i>Hazardous, Uncontained</i>				
1	<i>Liquid</i>				
a.	55 gallon container	ea	10	\$ 515.00	= \$ 5,150.00
b.	30 gallon container	ea	1	\$ 325.00	= \$ 325.00
c.	5 gallon container	ea	1	\$ 233.00	= \$ 233.00
d.	1 gallon container	ea	1	\$ 140.00	= \$ 140.00
2	<i>Solid</i>				
a.	55 gallon container	ea	5	\$ 558.00	= \$ 2,790.00
b.	30 gallon container	ea	1	\$ 390.00	= \$ 390.00
c.	5 gallon container	ea	1	\$ 192.00	= \$ 192.00
d.	1 gallon container	ea	1	\$ 140.00	= \$ 140.00
C.	<i>Non-Hazardous, Contained (Class I&amp;II)</i>				
	<i>Liquid</i>				
a.	55 gallon container	ea	7	\$ 139.00	= \$ 973.00
b.	30 gallon container	ea	1	\$ 116.00	= \$ 116.00
c.	5 gallon container	ea	1	\$ 93.00	= \$ 93.00
d.	1 gallon container	ea	1	\$ 70.00	= \$ 70.00
	<i>Solid</i>				
a.	55 gallon container	ea	20	\$ 140.00	= \$ 2,800.00
b.	30 gallon container	ea	1	\$ 102.00	= \$ 102.00
c.	5 gallon container	ea	1	\$ 85.00	= \$ 85.00
d.	1 gallon container	ea	1	\$ 70.00	= \$ 70.00
D.	<i>Non-Hazardous, Uncontained (Class I &amp; II)</i>				
	<i>Liquid</i>				
a.	55 gallon container	ea	7	\$ 325.00	= \$ 2,275.00
b.	30 gallon container	ea	1	\$ 250.00	= \$ 250.00
c.	5 gallon container	ea	1	\$ 150.00	= \$ 150.00
d.	1 gallon container	ea	1	\$ 100.00	= \$ 100.00
	<i>Solid</i>				
a.	55 gallon container	ea	20	\$ 235.00	= \$ 4,700.00
b.	30 gallon container	ea	1	\$ 140.00	= \$ 140.00
c.	5 gallon container	ea	1	\$ 115.00	= \$ 115.00
d.	1 gallon container	ea	1	\$ 90.00	= \$ 90.00
E.	<i>Industrial Gases, Contained Cylinders</i>	cylinder	1	\$ 500.00	= \$ 500.00



**Job No. 14/0334 - Emergency Response for Hazardous Material Incident Handling and Non-Emergency Cleanup of Hazardous and/or Non-Hazardous Waste and Related Items for Harris County**

**Estimated**

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Quantity (A)</u>	<u>Unit Price (B)</u>	<u>Total Price (AxB)</u>
<b>Subtotal Section 1</b>					<b>\$ 31,470.00</b>
<b>2</b>	<b>Sampling and Laboratory Analysis (10 day turnaround)</b>				
A.	RCRA-RCI (Resource Conservation and Recovery Act - Reactivity, Corrosivity, and Ignitability) (Method 9040, 9010, 9030, 1010)	ea	3	\$ 65.00	= \$ 195.00
B.	Testing, BETX (Benzene, Toluene, Ethylbenzene and Xylene) (SW-846-8020)	ea	3	\$ 40.00	= \$ 120.00
C.	Testing, Tph (Total Petroleum Hydrocarbons) (EPA method 418.1 MOD.)	ea	3	\$ 45.00	= \$ 135.00
D.	PCB (Polychlorinated Biphenyls) wipe sample and container (EPA method 8080)	ea	2	\$ 35.00	= \$ 70.00
E.	8 RCRA Metals (total) (SW6010/7470)	ea	2	\$ 80.00	= \$ 160.00
F.	GC (Gas Chromatography ) fingerprint	job	2	\$ 275.00	= \$ 550.00
G.	MTBE (Methyl Tertiary-Butyl Ether) (GS/GC)	job	3	\$ 35.00	= \$ 105.00
H.	Pesticides & PCB's (SW8460/8080)	job	2	\$ 175.00	= \$ 350.00
I.	Volatiles (EPA 625/8270)	job	3	\$ 100.00	= \$ 300.00
J.	Semi-volatiles (EPA 6270)	job	3	\$ 200.00	= \$ 600.00
K.	TCLP (Toxicity Characteristic Leaching Procedures) metals (including extractions)	job	2	\$ 100.00	= \$ 200.00
L.	TCLP volatiles (including extractions)	job	2	\$ 120.00	= \$ 240.00
M.	TCLP semi-volatiles (including extractions)	job	2	\$ 230.00	= \$ 460.00
N.	TCLP , Hazardous Waste characteristics	ea	1	\$ 250.00	= \$ 250.00
O.	TLCP Metals Only	ea	2	\$ 110.00	= \$ 220.00
P.	RCI Without TCLP	ea	1	\$ 70.00	= \$ 70.00
Q.	Ignitability	ea	1	\$ 25.00	= \$ 25.00
R.	BTU (British Thermal Unit) Value	ea	1	\$ 45.00	= \$ 45.00
S.	TPH	ea	1	\$ 40.00	= \$ 40.00
T.	TOX (Toxoplasma)	ea	1	\$ 40.00	= \$ 40.00
U.	Total Metals	ea	1	\$ 85.00	= \$ 85.00
V.	PCB's Only	ea	1	\$ 70.00	= \$ 70.00
W.	Herbicide	ea	1	\$ 125.00	= \$ 125.00
X.	Pesticide	ea	1	\$ 125.00	= \$ 125.00
Y.	Volatiles	ea	1	\$ 100.00	= \$ 100.00
Z.	Semi-volatiles	ea	1	\$ 125.00	= \$ 125.00
AA.	Fixed Gas Analysis, GPA 2261 (ex. Hydrogen)	ea	1	\$ 125.00	= \$ 125.00
BB.	Natural Gas Analysis, GPA 2261 (C1-C6 Hydrocarbons)	ea	1	\$ 125.00	= \$ 125.00
CC.	Refinery Gas Analysis, UOP 539	ea	1	\$ 125.00	= \$ 125.00
DD.	LPG (Liquified Petroleum Gas) Compositional Analysis (through C6). GPA 2165	ea	1	\$ 125.00	= \$ 125.00
EE.	LPG Compositional Analysis, GPA 2186	ea	1	\$ 125.00	= \$ 125.00
<b>Subtotal Section 2</b>					<b>\$ 5,430.00</b>

Job No. 14/0334 - Emergency Response for Hazardous Material Incident Handling and Non-Emergency Cleanup of Hazardous and/or Non-Hazardous Waste and Related Items for Harris County

Item No.	Description	Unit of Measure	Estimated Quantity (A)	Unit Price (B)	Total Price (Ax B)
3	<b>Disposition</b>				
A.	<i>Disposal</i>				
1	<i>Hazardous solid (landfill)</i>				
a.	55 gallon container	ea	5	\$ 250.00	= \$ 1,250.00
b.	30 gallon container	ea	1	\$ 150.00	= \$ 150.00
c.	5 gallon container	ea	1	\$ 0.10	= \$ 0.10
d.	1 gallon container	ea	1	\$ 0.10	= \$ 0.10
2	<i>Non-hazardous solid (landfill)</i>				
a.	55 gallon container	ea	5	\$ 145.00	= \$ 725.00
b.	30 gallon container	ea	1	\$ 75.00	= \$ 75.00
c.	5 gallon container	ea	1	\$ 0.10	= \$ 0.10
d.	1 gallon container	ea	1	\$ 0.10	= \$ 0.10
3	<i>Grit trap wastes (landfill)</i>				
a.	55 gallon container	ea	5	\$ 155.00	= \$ 775.00
b.	30 gallon container	ea	1	\$ 75.00	= \$ 75.00
c.	5 gallon container	ea	1	\$ 0.10	= \$ 0.10
d.	1 gallon container	ea	1	\$ 0.10	= \$ 0.10
4	<i>Incinerable liquids</i>				
a.	55 gallon container	ea	5	\$ 350.00	= \$ 1,750.00
b.	30 gallon container	ea	1	\$ 225.00	= \$ 225.00
c.	5 gallon container	ea	1	\$ 0.10	= \$ 0.10
d.	1 gallon container	ea	1	\$ 0.10	= \$ 0.10
5	<i>Incinerable solids</i>				
a.	55 gallon container	ea	5	\$ 450.00	= \$ 2,250.00
b.	30 gallon container	ea	1	\$ 225.00	= \$ 225.00
c.	5 gallon container	ea	1	\$ 0.10	= \$ 0.10
d.	1 gallon container	ea	1	\$ 0.10	= \$ 0.10
B.	<i>Treatment or Processing</i>				
1	<i>Halogenated solvents</i>				
a.	55 gallon container	ea	5	\$ 250.00	= \$ 1,250.00
b.	30 gallon container	ea	1	\$ 100.00	= \$ 100.00
c.	5 gallon container	ea	1	\$ 0.10	= \$ 0.10
d.	1 gallon container	ea	1	\$ 0.10	= \$ 0.10
2	<i>Non halogenated solvents</i>				
a.	55 gallon container	ea	5	\$ 155.00	= \$ 775.00
b.	30 gallon container	ea	1	\$ 0.10	= \$ 0.10
c.	5 gallon container	ea	1	\$ 0.10	= \$ 0.10
d.	1 gallon container	ea	1	\$ 0.10	= \$ 0.10
3	<i>Waste oil for fuel</i>				
a.	55 gallon container	ea	5	\$ 95.00	= \$ 475.00
b.	30 gallon container	ea	1	\$ 0.10	= \$ 0.10
c.	5 gallon container	ea	1	\$ 0.10	= \$ 0.10
d.	1 gallon container	ea	1	\$ 0.10	= \$ 0.10
<b>Subtotal Section 3</b>					<b>\$ 10,101.80</b>

Job No. 14/0334 - Emergency Response for Hazardous Material Incident Handling and Non-Emergency Cleanup of  
Hazardous and/or Non-Hazardous Waste and Related Items for Harris County **Estimated**

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit of</u> <u>Measure</u>	<u>Quantity</u> <u>(A)</u>	<u>Unit Price</u> <u>(B)</u>	<u>Total Price</u> <u>(AxB)</u>
<b>Total - Item II. (Sections 1-3)</b>					<u><b>\$ 47,001.80</b></u>
<b>Grand Total Items I &amp; II</b>					<u><b>\$ 89,614.00</b></u>

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2018-368782

Date Filed:  
06/15/2018

Date Acknowledged:  
06/26/2018

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Texas Hazardous Materials  
Pasadena, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

18-068  
\$50,000

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Babb, Gary	Pasadena, TX United States		X
	Babb, Wendy	Pasadena, TX United States	X	

5 Check only if there is NO Interested Party.

☐

### 6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)