

Chemical Response & Remediation Contractors, Inc.

P.O. Box 2686

Harlingen, Texas 78551

Office (956) 365-4252

Facsimile (956) 365-4412

24 Hour Emergency Response (866) 4ER-CRRC

October 27, 2010

Mr. Moises Salazar, Buyer II
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2626 (O)
(956) 318-2629 (F)
moises.salazar@co.hidalgo.tx.us

Re: Bat Guano Assessment & Removal
Old Administration Building
100 East Cano
Edinburg, TX 78539
CRRC Proposal No: 10-10-4767 (Revision 1)

Dear Mr. Salazar:

Chemical Response & Remediation Contractors, Inc. (herein after referred to as "Chemical Response" or "CRRC") is pleased to provide the following proposal for bat guano assessment services to **Hidalgo County** (herein after referred to as "Client") for the above referenced project using the rates approved under CRRC TIPS/TAPS Contract No. 2052810.

SCOPE OF WORK

The project is proposed in the following two (2) Phases:

PHASE I – Base Assessment

CRRC will provide a Hazardous Material Consultant, Foreman and Technician to investigate the localization of the bat guano in the following two (2) locations:

Roof top exhaust system – Northwest Corner

CRRC's project approach consists of five (5) tasks: **first**, CRRC will remove and reinstall the exhaust fan and connecting ductwork up to the north and west walls; **second**, a 36 inch long boroscope will be used to look into the ductwork; **third**, alternate methods such as smoke test maybe used to determine the extent of the ductwork; **fourth**, affected areas would be noted to best quantify the remedial scope of work, and **fifth**, prepare a report summarizing the findings.

Alternate Confined Space Entry – Roof top exhaust system

If confined space entry is required for the roof top system including repelling of personnel, CRRC’s project approach consists of three (3) tasks: first, a two man repelling team with a two man backup team, second, install tripod personnel support system over the exhaust fan; and third, send a man in proper personal protective equipment (PPE) to survey and photo document the interior chamber.

Atrium – Northern Section

CRRC’s project approach consists of five (5) tasks: **first**, CRRC will remove and reinstall the west side vertical end panels to access the above atrium area; **second**, CRRC personnel will enter the chamber and conduct an assessment of the affected areas; and **third**, prepare a report summarizing the findings.

PHASE II – Environmental Cleaning & Removal

CRRC will provide after a the completion of Phase 1 with a better defined scope of work

FEE SCHEDULE

CRRC proposes to carry out the above services as presented below:

Phase I Base (3 days)	\$4,860.00
Phase I Base with Alternate (4 days)	\$7,435.00


TERMS AND CONDITIONS

CRRC is prepared to schedule this project as soon as possible.

Should this proposal meet with your approval, please sign and return the enclosed agreement or issue a purchase order.

Sincerely,

CHEMICAL RESPONSE & REMEDIATION CONTRACTORS, INC.


 David A. Hanawa
 President

By signature below, the Client, hereby accepts the above proposal and agrees to all of the terms, conditions and exhibits referred to and incorporated therein:

Accepted by:

Hidalgo County Purchasing Department
(Customer Name)

BY: _____
(Signature)

NAME: Moises Salazar

TITLE: Buyer II

ADDRESS: 2802 S. Business Hwy 281

CITY, STATE, ZIP Edinburg, TX 78550


TELEPHONE (956) 318-2626

FACSIMILE (956) 318-4863

DATE: _____

Accepted by:

**Chemical Response
& Remediation Contractors, Inc.**

BY: 

David A. Hanawa

President

P.O. Box 2686

Harlingen, Texas 78551

(956) 365-4252 (O)

(956) 365-4412 (F)

Alt. Contact: Juan Cadenas

Check if applicable.

All Terms and Conditions agreed to in the contract previously executed between Chemical Response & Remediation Contractors, Inc. and the Client apply to this proposal (Contract Number _____ dated _____). This proposal constitutes an authorized work order.

The following terms and conditions (2 pages) apply to this proposal.

CHEMICAL RESPONSE & REMEDIATION CONTRACTORS, INC.
CONTRACT TERMS AND CONDITIONS

1. **Services to be Performed.** Chemical Response hereby agrees to act as environmental services Contractor and to furnish all labor, materials, equipment and subcontracted items reasonably necessary to complete the Work described in the attached proposal. Chemical Response and Client may make changes in the Work to be performed hereunder from time to time by written modifications signed by both parties.
2. **Invoicing and Payment.** Unless otherwise specified in the proposal, invoicing and payment shall be as follows:
 - a. **Progress payments.** Chemical Response may at its option submit periodic itemized invoices for charges accrued for work performed under the proposal, less prior payments received; provided, however, it shall not submit such invoices more frequently than daily. For Lump Sum Work, the amount due under each Progress or Final invoice shall be the percentage of such work completed times the lump sum price.
 - b. **Final Invoice.** After the work under an Order is completed and all charges for the associated subcontracts, vendor items, and reimbursable have been received by Chemical Response. Chemical Response shall issue a final invoice setting forth the total amount due for the work less prior payments received.
 - c. **Payment.** Payment is due under each progress or final invoice upon receipt. Interest shall accrue on payments not received within thirty (30) days at the lesser of (i) the maximum lawful interest rate or (ii) one and one-half percent (1½%) per month, or eighteen percent (18%) per annum. Chemical Response reserves the right to withhold delivery of reports and other project documentation pending receipt of payment.
3. **Responsibility for Payment.** Client agrees to make payment to Chemical Response for services rendered hereunder in the amounts and on the terms specified above and in the proposal, regardless of whether Client or another person or entity is legally responsible for remediation or abatement of the environmental conditions involved and regardless of whether Client is entitled to reimbursement for such costs from his or from some other person's or entity's insurance carrier.
4. **Termination for Non-Payment.** In the event Client fails to make any payment when due under this Contract, Chemical Response may stop work and, may, at its option, terminate this Contract for non-payment and seek recovery of its damages from Client.
5. **Information and Authorization.** Client represents and warrants that it has furnished Chemical Response with all pertinent data and information concerning the work to be performed hereunder, the nature of Client's premises or site and the nature of the conditions to be remediated, including any special hazards or risks involved with such work, premises, site or conditions. All such information furnished is contained or referenced in the proposal.
6. **Permits, Access to Real Estate.** Client shall be responsible to secure any and all easements, licenses, rights of way, or other interests in real property necessary for Chemical Response to perform the Work. Client shall procure any and all applicable federal, state or local approvals, consents, permits, licenses and orders needed to enable Chemical Response to perform the work contemplated hereby.
7. **Compliance With Environmental Laws.** Client hereby warrants that all material, substances, or waste to be stored, treated and/or disposed of under this Contract is the sole and exclusive property of Client or other third party. Client further warrants that it is not subject to any legal or equitable restraint or order which prohibits the treatment, storage and/or disposal of such waste by any transporter or disposal facility.
 - a. Client shall be solely responsible for the storage, handling, transportation, treatment, processing, and disposal of any wastes, pollutants, or contaminants that are the subject of this

Contract and for full compliance with provisions of the Resource Conservation and Recovery Act, as amended ("RCRA") and all other applicable federal, state, or local laws, statutes, or regulations governing the treatment, transportation, storage, or disposal of waste or material.

b. The parties hereto agree that Chemical Response is not and shall not be considered (i) the owner of material, substances, or wastes noted in the Proposal; (ii) the operator of a waste management facility; (iii) the generator, storer, or disposer of hazardous or solid waste; (iv) to have arranged for the transportation or disposal of any wastes, pollutants, or contaminants by virtue of the performance of this Contract or anything contained herein, as those terms are used in RCRA, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or any other federal or state statute or regulation governing the treatment, transportation, storage, or disposal of materials or wastes.

c. In the event that Client requests Chemical Response 's assistance in meeting Client's obligations as set forth herein, Chemical Response as requested by Client may (i) collect samples and perform analytical testing to assist Client in the characterization of waste for the purpose of Client's manifests; (ii) identify a number of potential transporters and disposal facilities from which Client may select in accomplishing the transportation and disposal of collected waste; (iii) draft the technical provisions of contracts or purchase orders and prepare manifests implementing Client's selection of a transporter and/or disposal facility for review and execution solely by Client.

8. **Indemnity.** Each party hereto agrees to indemnify, defend and hold harmless the other party hereto and the other party's shareholders, directors, officers, employees and agents, from and against any and all claims, demands, causes of action and liabilities of any nature, whether for damages to property, business interests, or persons or for death, arising out of or related to the performance of this Contract and/or the conditions to which this Contract pertains, to the extent that any such claim, demand, cause of action and/or liability is attributable to the breach of contract, negligence, or other fault of the indemnifying party.
9. **Entire Agreement.** The properly accepted Proposal, the Attachments, these Terms and Conditions, and the Exhibits thereto comprise the complete Contract of the parties respecting the services to be performed. No engagements, promises, representations, or warranties have been made by either party except as is expressly stated in the Proposal and its Exhibits, and the parties hereby expressly disclaim all implied warranties. All modifications to this Contract shall be in writing, signed by both parties hereto.
10. **Venue.** The parties stipulate and agree that this Contract is entered into in Cameron County, Texas, and all payments due hereunder are due in Cameron County, Texas, and that venue to bring any proceeding for the enforcement hereof is proper in Cameron County, Texas.
11. **Arbitration.** Any controversy or claim arising out of or relating to this Contract or the breach hereof shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.
12. **Attorney's Fees.** The prevailing party in any arbitration proceeding or litigation brought to enforce the provisions of this contract shall, in addition to such other relief as may be awarded, be entitled to recover its reasonable attorney's fees and costs of suit from the non-prevailing party.

- **End of Terms and Conditions**

Phase 1 - Base Assessment			
DESCRIPTION	Unit Cost	QTY	TOTAL
PERSONNEL			
HazMat Consultant (per hour)	\$80.00	16	\$1,280.00
HazMat Foreman (per hour)	\$60.00	16	\$960.00
HazMat Technician (per hour)	\$50.00	16	\$800.00
Electrical or HVAC skilled labor (per hour)	\$80.00	8	\$640.00
Electrical or HVAC helper (per hour)	\$40.00	8	\$320.00
EQUIPMENT			
Light Truck per day plus fuel	\$65.00	3	\$195.00
Super Duty Crew Cab Truck per day plus fuel	\$95.00	3	\$285.00
Fuel per day	\$30.00	6	\$180.00
Multi-Rae 4 Gas Monitor with PID (per 8 hour shift)	\$100.00	2	\$200.00
TOTAL			\$4,860.00

Standard Hours (Monday through Friday) 8AM to 5PM

Lodging, Per Diem charged at Federal General Services Administration (GSA) Schedule

All other equipment, materials and supplies will be charged at cost plus 15%

Mob/Demob and Standby Charges negotiated on a project by project basis.

Phase 1 - Base Assessment With Alternate Confined Space Entry			
DESCRIPTION	Unit Cost	QTY	TOTAL
PERSONNEL			
HazMat Consultant (per hour)	\$80.00	16	\$1,280.00
HazMat Foreman (per hour)	\$60.00	24	\$1,440.00
HazMat Technician (per hour)	\$50.00	48	\$2,400.00
Electrical or HVAC skilled labor (per hour)	\$80.00	8	\$640.00
Electrical or HVAC helper (per hour)	\$40.00	8	\$320.00
EQUIPMENT			
Light Truck per day plus fuel	\$65.00	4	\$260.00
Super Duty Crew Cab Truck per day plus fuel	\$95.00	4	\$380.00
Fuel per day	\$30.00	8	\$240.00
Tripod and Safety Harnesses	\$275.00	1	\$275.00
Multi-Rae 4 Gas Monitor with PID (per 8 hour shift)	\$100.00	2	\$200.00
TOTAL			\$7,435.00

Standard Hours (Monday through Friday) 8AM to 5PM

Lodging, Per Diem charged at Federal General Services Administration (GSA) Schedule

All other equipment, materials and supplies will be charged at cost plus 15%

Mob/Demob and Standby Charges negotiated on a project by project basis.