

CHEMICAL RESPONSE & REMEDIATION CONTRACTORS, INC.
P.O. BOX 2686
HARLINGEN, TEXAS 78551
(956) 365-4252 (OFFICE)
(956) 365-4412 (FAX)

FACSIMILE TRANSMITTAL SHEET

TO:	Monica	FROM:	Juan Cadenas
COMPANY:	Hidalgo County	DATE:	January 4, 2012
FAX NUMBER:	956-289-7886	TOTAL NO. OF PAGES INCLUDING COVER:	2
PHONE NUMBER:		SENDER'S REFERENCE NUMBER:	
RE:	ER Agreement	YOUR REFERENCE NUMBER:	

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

Monica,

Attached is the copy of the agreement contract that Oscar was needing. If you should have any questions do not hesitate to call me.

Thank you,
Juan Cadenas
Administrative Manager

CHEMICAL RESPONSE & REMEDIATION CONTRACTORS, INC.
Emergency Response and Environmental Services Agreement

Whereas _____ (Client) and Chemical Response & Remediation Contractors, Inc. (CRRC) desire to establish procedures for expeditiously contracting for emergency response and environmental services, the parties agree to the provisions set forth in this Agreement.

This Agreement contains the following features and conditions:

- Creates no obligation to employ CRRC until the Client requests services.
- 24-hour environmental emergency service anywhere within the CRRC service area.
- Assists Client in meeting emergency response and spill cleanup regulatory requirements.
- CRRC will charge the client a mobilization fee of \$500 on all responses, even false alarms unless client is under a paid retainer.
- Client will be charged for all equipment and personnel if put on stand-by by the customer, regulatory officials, police or fire department.
- Liquid and solid waste disposal charges will be base on composition and quantity of the material, as well as the location and availability of the disposal site.
- Analytical charges are based on a standard turn-around times for results.
- There will be a four (4) hour minimum charge on all labor and equipment.
- Any sub-contractor or equipment not listed will be billed at cost plus 20%.
- CRRC reserves the right to require a deposit up front in certain circumstances.
- Any equipment and materials not quoted on attached sheets to perform emergency response services, will be provided and charged at average and customary rates.
- Normal operation hours are Monday through Friday 8:00 A.M. to 5:00 P.M. Overtime rates are computed at time and one-half on labor only and is applicable to work performed before 8:00 A.M. and after 5:00 P.M. normal workdays. Weekends and Holidays are computed as time and one-half.
- Payments are due 30 days from invoice. Actual and reasonable collection charges and legal fees will be added if delinquent.
- This agreement shall remain in full force and effect for a period of one year from the date of acceptance and shall automatically renew annually on the anniversary date unless otherwise terminated.

ORDERING

In the event Client desires CRRC to perform work, any person defined below as Personnel Authorized by Client to request CRRC's services shall initiate an order by calling CRRC's 24-hour emergency response telephone number **(866) 4ER-CRRC (437-2772)** to identify the need for CRRC's services, contact person and call back number. If CRRC fails to notify the contact person within 20 minutes, it shall be deemed to have declined the order and the customer may order services from another contractor without liability to CRRC. Client and CRRC are contractually bound only to the extent contracts are issued and accepted. The response will be billed according to the latest CRRC Schedule of Rates (which may be revised without notice), see attached.

Personnel Authorized by Client to request CRRC's services:

(Primary Contact, Title)
Billing Address
 Name: SMH
 Address: 233 Orlan
 C/S/Z: street apt 7K 78977
 Phone: ()
 Fax: ()
 Other No.: ()

(First Alternate Contact, Title)
Service Location

 24-hour No: ()
 Alternate No: _____
 Mobile: ()

This Emergency Response Agreement is entered into on this _____ day of _____ 2012 by and between, Chemical Response & Remediation Contractors, Inc. a Texas Corporation, and the above referenced client. This Agreement and its terms and conditions shall apply to all orders issued and accepted.

Agreed to and accepted by:
 Client Representative:
 Signature: [Signature]
 Name: Oscar Montoya
 Title: Emergency Management

CRRC Representative:
 Signature: _____
 Name: David A. Hanawa
 Title: President

The client refused to sign