



Purchase Order COUNTY OF HIDALGO

PO#: 680646

DATE: 09/07/12

Page No 1 of 2
Needed 09-07-12

VENDOR: 267384 REQ:00222561
 FAX (956)365-4412 Email:
 Phone: (956)365-4252
 CHEMICAL RESPONSE & REMEDIATION
 CONTRACTORS, INC.
 P.O. BOX 2686
 HARLINGEN TX 78561-2686

BUYER:
 SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
 3100 S. BUSINESS HWY 261
 EDINBURG TX 78539

Vendor Acct:

CONTACT:
 SITE: FACILITIES MANAGEMENT
 Contract No: TIPS 2052610

Special Instructions:

REQ

VENDOR NOTES

1. DO NOT ADD TO OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SEPARATELY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

REVIEWED
 By Oscar Garza at 2:35 pm, Oct 23, 2012

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER CONTRACT 2052610		
1	EACH	CO PROPOSAL FOR ASBESTOS CONSULTING SERVICES FOR NEW COUNTY MORQUE. TASK 1.0 SPECIFICATIONS CONSULTANT (10 HRS @ \$80/HR) CONSULT AGENCY LICENSE (1@100 EACH) TASK 2.0 PROJECT MONITORING CONSULTANT (3 HRS @ \$80/HR) TASK 3.0 AIR MONITORING PROJECT MANAGER & AMT (24 HRS @ \$50/HR) PCM ANALYSIS (15 @ \$10.00 EACH) TRUCK (3 DAYS @ \$65/DAY) FUEL (3 DAYS @ \$30/DAY) TASK 4.0 PROJECT REPORT AIR MONITORING TECHNICIAN (4 HR @ \$50/HR) TOTAL COST \$2,975.00 PROPOSAL # 10-12-5364 (REVISION 1) REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	2,975.00	2,975.00

COPY

Authorized by:

Martina R. Salazar



Purchase Order
COUNTY OF HIDALGO

PO#: 680646

DATE: 09/07/12

Page No 2 Of 2
Needed 09-07-12

VENDOR: 267384 REQ:00222561
FAX (956)365-4412 Email:
Phone: (956)365-4252
CHEMICAL RESPONSE & REMEDIATION
CONTRACTORS, INC
P.O. BOX 2686
HARLINGEN TX 79551-2686

BUYER:
SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 75829

Vendor Acct:

CONTACT:
SITE: FACILITIES MANAGEMENT
Contract No: TIPS 2052810

Special Instructions:

REQ

VENDOR NOTES

1. DO NOT ADD TO OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RELEVABLE
2. TAX EXEMPTION THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE
3. THIS ORDER IS ALSO PLACED F O B DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS
4. INVOICE EACH PURCHASE ORDER SEPARATELY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED BUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING AND PACKAGES
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS UNLESS OTHERWISE ATTACHED

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
			Total	2,975.00

		For Hidalgo County use only		
		2-1342-421-00-220-045-0-452	1,975.00	
		Approved		

Authorized by:

Martha S. Salazar



RECOGNIZES

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

**As an Awarded Vendor For
Professional Consulting and Other Related Services**

**Contract # 2052810
Effective Date through**

05/28/2010 – 05/28/2013

Harvey Hohenberger Jr.

**Executive Director
Region VIII ESC**





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

September 13, 2012

Mr. Oscar Garza
Program Coordinator
Hidalgo County
2812 S. Business 281 & Canton Road
Edinburg, TX 78539
(956) 318-2626 (O)
(956) 292-7612 (F)
Oscarg.garza@co.hidalgo.tx.us

Re: Clearance Letter
Autopsy Facility
3100 South Closer
Edinburg, TX 78539
CRRC Project No: 10-12-5364

Dear Mr. Garza:

Chemical Response & Remediation Contractors, Inc. (CRRC), a Texas Department of State Health Services (DSHS) licensed asbestos consulting agency no. 10-0373, and Mr. David A. Hanawa, a DSHS licensed individual asbestos consultant no. 10-5367, provided asbestos consulting services for the above referenced project.

CAS Group completed the abatement on September 13, 2012. CRRC provided the specifications and air monitoring for the removal of approximately 3,600 square feet of asbestos containing floor tile & mastic. The baseline, area and clearance air monitoring was conducted by CRRC representative, Gerardo Arellano. Clearance sampling and analysis was conducted by Phase Contrast microscopy (PCM) methods. All clearance samples were below the DSHS clearance limit of less than 0.01 f/cc.

The area is approved for public access and/or further demolition activities.

Should you have any questions, please do not hesitate to contact me.

Sincerely,
CHEMICAL RESPONSE & REMEDIATION CONTRACTORS, INC.


David A. Hanawa
President

CRRC

Chemical Response & Remediation Contractors I
 P.O. Box 2686
 Harlingen, TX 78551-2686

(956)365-4252
<http://www.chemicalresponse.com>



Invoice

Date	Invoice #
09/13/2012	6871
Terms	Due Date
Net 30	10/13/2012

Bill To
Facilities Management Hidalgo County 3100 S. Business Hwy 281 Edinburg, TX 78539

P.O. Number	PROJECT NO.	Service
680646	10-12-5364	Asbestos Consulting

Activity	Quantity	Rate	Amount
• Service Date: September 11-13, 2012			
• Autopsy Facility, 3100 S. Closner, Edinburg, TX			
• TIPS 2052810			
•			
• Task 1.0 Specifications			
• Licensed Consultant	10	80.00	800.00
• Consultant Agency License	1	100.00	100.00
• Task 2.0 Project Monitoring			
• Licensed Consultant	3	80.00	240.00
• Task 3.0 Air Monitoring			
• Licensed Air Monitoring Technician/Project Manager	24	50.00	1,200.00
• PCM Analysis	15	10.00	150.00
• Super Duty Truck	3	95.00	285.00
• Task 4.0 Report			
• Licensed Air Monitoring Technician/Project Manager	4	50.00	200.00

Total	\$2,975.00
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Please Remit Payments to: CRRC, P.O. Box 2686, Harlingen, TX 78551
 We Accept Visa, MasterCard, American Express & Discover Card
 If You Have Any Questions Regarding This Invoice Please Call or E-mail
jcadenas@chemicalresponse.com



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

August 24, 2012

Mr. Oscar Garza
Program Coordinator
Hidalgo County
2812 S. Business 281 & Canton Road
Edinburg, TX 78539
(956) 318-2626 (O)
(956) 292-7612 (F)
Oscarg.garza@co.hidalgo.tx.us

Re: Asbestos Consulting
Morgue Facility
Closner
Edinburg, TX 78539
CRRC Proposal No: 10-12-5364 (Revision 1)

Dear Mr. Garza:

Chemical Response & Remediation Contractors, Inc. (CRRC) is pleased to submit the following proposal to provide asbestos consulting services for the above referenced project. CRRC is a Texas Department of State Health Services (DSHS) licensed asbestos consulting agency no. 10-0373 and Mr. David A. Hanawa is a DSHS licensed individual asbestos consultant no. 10-5367. The proposed scope of work, the proposed budget, and our anticipated work schedule is outlined below using the approved TIPS Contract No: 2052810 for asbestos consulting.

SCOPE OF WORK

CRRC's approach consists of three (3) tasks: **first**, prepare specifications for the abatement project, which includes approximately 3,500 square feet of floor tile and mastic, **second**, provide project monitoring services; and **third**, provide air monitoring services for the abatement project.

Task 1.0 Specifications

CRRC shall inspect the project as necessary in order to determine the abatement project scope. On the basis of the inspection, CRRC shall develop the bid specifications for the abatement project documents. The specifications shall itemize areas to be abated for long term liability control and will be prepared by a DSHS licensed asbestos consultant.

Task 2.0 Project Monitoring

CRRC shall monitor the project during the abatement process through a DSHS licensed project manager and/or consultant.

Task 3.0 Air Monitoring

CRRC will carry out the necessary area air sampling to establish a baseline in support of the environmental compliance requirements of the project using Phase Contrast Microscopy (PCM).

Additional, daily air monitoring will be conducted during the project along with final clearance sampling and analysis under PCM methods. A project report will summarize these activities.

PROPOSED BUDGET

CRRC proposes to carry out the above services for a lump sum amount of **\$2,975**.

Task 1.0 Specifications	
Prepare Specs, Bids and Notification (10 hours @ \$80/hr)	\$800
Consultant Agency License (1 @ \$100 each)	100
Task 2.0 Project Monitoring	
Labor & Materials (3 hrs @ \$80/hr)	240
Task 3.0 Air Monitoring	
Labor & Materials (24 hrs @ \$50/hr)	1,200
PCM Analysis (15 @ \$10.00 each)	150
Truck (3 days @ \$65/day)	195
Fuel (3 days @ \$30/day)	90
Task 4.0 Project Report	
Labor & Materials (4 hr @ \$50/hr)	200
TOTAL COST	\$2,975

The abatement of the asbestos containing material (ACM) is anticipated to take three (3) working days. **DSHS** will invoice the Client directly for the notification fee.

SCHEDULE

CRRC is prepared to initiate this project immediately.

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
(Customer Name)

BY: _____
(Signature)

NAME: _____

TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP Edniburg, TX 78540

TELEPHONE (956) _____

FACSIMILE (956) _____

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: Gerardo Arellano

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 CONTRACT NUMBER dated CONTRACT DATE). 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**

CRRC - Asbestos Consulting Services	
DESCRIPTION	Unit Cost
DSHS ASBESTOS CONSULTING AGENCY LICENSE per day	\$100.00
PERSONNEL	
DSHS Licensed Asbestos Consultant (per hour)	\$80.00
Overtime Rate	\$80.00
Weekend Rate	\$80.00
Evening (after hours) Rate	\$100.00
Holiday Rate	\$150.00
DSHS Licensed Project Manager and Air Monitoring Technician (per hour) dual license	\$50.00
Overtime Rate	\$75.00
Weekend Rate	\$75.00
Evening (after hours) Rate	\$75.00
Holiday Rate	\$100.00
DSHS Licensed Project Manager or Air Monitoring Technician (per hour) single license	\$40.00
Overtime Rate	\$60.00
Weekend Rate	\$60.00
Evening (after hours) Rate	\$60.00
Holiday Rate	\$80.00
DSHS Licensed Inspector and/or Management Planner (per hour)	\$50.00
Overtime Rate	\$75.00
Weekend Rate	\$75.00
Evening (after hours) Rate	\$75.00
Holiday Rate	\$100.00
Clerical (per hour)	\$30.00
Overtime Rate	\$45.00
Weekend Rate	\$45.00
Evening (after hours) Rate	\$45.00
Holiday Rate	\$50.00
EQUIPMENT	
Light Truck per day plus fuel	\$65.00
Super Duty Crew Cab Truck per day plus fuel	\$95.00
High Volume Air Sampling Pump (per 8 hour shift) each	\$10.00
Low Volume Air Sampling Pump (per 8 hour shift) each	\$10.00
PCM Microscope, Acetone Vaporizer and supplies (per 8 hour shift)	\$50.00
Less than 6 KW Portable Generator per 8 hour shift plus fuel	\$50.00
Electric Leaf Blower per day	\$20.00
LABORATOR ANALYSIS BY DSHS LICENSED LABORATORY	
Phase Contrast Microscopy (CRRC PCM) each	\$10.00
Polarized Light Microscopy (Third Party PLM, 3-5 day turnaround) each	\$25.00
Polarized Light Microscopy (Third Party PLM, 1 day turnaround) each	\$50.00
Transmission Electron Microscopy (Third Party TEM, 1 day turnaround) each	\$120.00
Sample Delivery (Overnight) each package	\$40.00

DSHS - Department of State Health Services

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.