

April 1, 2020

Mr. Roger Hickman  
Williamson County  
3151 Southeast Inner Loop, Suite B  
Georgetown, Texas 78626

512.943.3345

[roger.hickman@wilco.org](mailto:roger.hickman@wilco.org)

**Re: TAS Proposal # P20-24086REV2 | Grit Trap Cleanout**

Mr. Pospisil,

TAS Environmental Services, L.P. (TAS) is pleased to present this proposal to provide industrial services utilizing a vacuum truck to remove grit trap waste at the Williamson County project site located in Georgetown, Texas.

The following proposal includes a brief description of our approach to the work, a pricing schedule, a section of terms and conditions, and an acceptance form for you to complete and return. If you have any questions about the proposal or would like to discuss our approach to the work or our qualifications to complete the project in a timely, professional, and efficient manner, please do not hesitate to contact me. We appreciate the opportunity to submit a bid for this work.

**Our Approach:**

- All TAS employees assigned to work on this project will have received a minimum of forty hours training in hazardous materials management as required by 29 CFR 1910.120. Additionally, TAS employees have received First Aid and CPR training by.
- A tailgate safety meeting/pre-trip inspection will be conducted and documented prior to the start of each workday. Safety is our highest priority.
- Upon request, TAS will mobilize a vacuum truck with driver to the project site located in Georgetown, Texas. Once onsite, TAS will evacuate the liquids within the grit trap. All waste will be contained within the vacuum truck.
- Once at capacity, or at the conclusion of the project, TAS will transport the waste to a licensed facility for proper disposal. Once empty, TAS will perform a washout of the vacuum truck to ensure all waste has been removed.



**Pricing Schedule:**

➤ <b>Estimated Cost for Vacuum Truck Services</b>	<b>\$ 1,515.00</b>
○ Cost includes truck, driver, PPE and fuel	
○ Based on up to ten (10) hours service	
○ Demurrage will be invoiced at \$130 per hour	
○ Does <u>not</u> include disposal cost	
➤ <b>Estimated Cost for Disposal</b>	<b>\$ 990.00</b>
○ Based on disposal of 1,000 gallons of waste	
○ Additional gallons will be invoiced at \$0.99/gal	
○ Price pending profile acceptance	
➤ <b>Cost for Vacuum Truck Washout (if needed)</b>	<b>\$ 350.00</b>
<b>Services Total.....</b>	<b>\$ 2,855.00</b>
➤ <b>Environmental Compliance &amp; Insurance Fee</b>	
○ An <b>8.9%</b> ECI will be added to the invoice total	
<b>Grand Total.....</b>	<b>\$ 3,109.10</b>

- Rate plus any applicable taxes or fees.
- Standard business hours are 7:30 am to 4:00 pm, Monday through Friday. Any work conducted outside of those hours, or on weekends, would be subject to an overtime surcharge.
- TAS personnel and equipment are billed from portal to portal.
- If needed, analytical will be invoiced at additional cost.

**Terms and Conditions:**

- Texas Law Applicable to Indemnification: All indemnifications shall be to the extent authorized under Texas law.
- No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.
- No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Agreement.
- Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days

written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

- Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.
- Venue and Governing Law: Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- Should project run materially out of scope, additional time and material charges may apply.
- Payment for services rendered to be made within 30 days from invoice date.
- Proposal pricing is valid for 30 days from the date of the proposal.

Upon your approval, please complete the attached acceptance form, authorizing approval of the proposal as an “Authorized Agent” of Carbon Environmental and agreeing to the listed Terms and Conditions including those posted on the TAS website at [www.taslp.com/terms17](http://www.taslp.com/terms17).


Once TAS receives acceptance of the proposal, a Work Authorization Form will be forwarded for your signature. If applicable, please forward purchase order to be used for this project to [service@taslp.com](mailto:service@taslp.com). TAS appreciates the opportunity to provide our services. To review our Quality Policy, EH&S Policy and our Core Values, please go to [www.taslp.com/values](http://www.taslp.com/values).

Regards,

*Karen Koenreich*  
Business Development Manager  
TAS Environmental Services L.P.  
512.990.9903 (office)  
512.201.7388 (cell)  
[kkoenreich@taslp.com](mailto:kkoenreich@taslp.com)

*Randy O'Connor*  
Senior Project Manager  
TAS Environmental Services L.P.  
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[roconnor@taslp.com](mailto:roconnor@taslp.com)

**Acceptance Form: TAS Environmental Services L.P.**

Approved by: Ed Genovese  
Title: CEO  
Signature:   
Date: 04/17/2020

**Acceptance Form: Williamson County**

Approved by: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
PO #: \_\_\_\_\_