

WORK AUTHORIZATION

FULL COMPANY NAME ("Customer"): Williamson County, Texas

Purchase Order No: P20-24086REV2 – Grit Trap Cleanout

COMPANY Physical Address : 3151 Southeast Inner Loop, Suite B, Georgetown, TX 78626

BILLING ADDRESS (If Different from Above): _____

Accounts Payable Contact Name: Este Riley Phone#: 512-943-1584 E-Mail: eriley@wilco.org

Customer Contact: Kevin Teller Telephone No.: 512-943-3368 Mobile#: 512-789-6155

Job Location: 3151 S.E. Inner Loop Georgetown, TX 78626 Job Description: Industrial Services/Grit Trap Cleanout

AUTHORIZED AGENT: (print name) Kevin Teller (print title) Fleet Director

E-Mail: Kevin.teller@wilco.org

1. **ENGAGEMENT AND AUTHORIZATION.** (a) Customer acting by and through the above-identified and undersigned **authorized agent** hereby engages and authorizes TAS Environmental Services, LP ("TAS") to provide services, labor, equipment, supplies and materials to control, contain, clean-up and/or provide related services in connection with the project described above in accordance with written Proposal # P20-24086REV2. All terms and conditions contained herein and the in the proposal apply to and govern all work performed by TAS for customer, including but not limited to the date, address, and scope of work set out above. (b) The Parties further acknowledge that Customer personnel may authorize services be performed by TAS based on an oral order, which may or may not be confirmed with a written purchase order, service order, change order or other work authorization. It is the Parties' intent that TAS shall provide services based upon such oral order(s) and that Customer be bound by the terms and conditions of this Agreement with regard to the Customer's oral orders. (c) To the extent practicable, Customer shall prepare and sign one or more purchase, service and/or change orders describing in detail the scope of the services to be performed and the names of the designated representatives for Customer and TAS. Such purchase and/or service order or change orders shall be consistent with oral orders communicated by Customer to TAS. Change orders may be initiated by either Customer or TAS whenever the scope of the services is materially modified. Such purchase, service and/or change order or orders shall become an integral component of this Agreement. Whenever feasible, if the Parties subsequently agree to modify the scope of the services they shall, within (5) five calendar days of such agreement, sign a written amendment to the purchase or service order(s). Customer acknowledges that (1) TAS shall perform services based on Customer's oral authorizations and the scope of such oral authorization includes purchase, service and change orders as well as the original authorization to commence the performance of services; and (2) Customer is bound by the terms and conditions of this Agreement with regard to the Customer's oral orders; and (d) COMPANY hereby authorizes CONTRACTOR to perform all necessary services, including but not limited to waste and materials characterization and disposal of waste and materials at facilities selected by the CONTRACTOR without additional authorization by COMPANY.

2. **ESTIMATES.** Upon written request from Customer, TAS will make its best efforts to provide an estimate for costs of contemplated services for budgetary purposes only. Estimates are based upon information made available at the time the estimate is prepared and are not a guarantee of final cost for services. No estimate is intended to be nor should be relied upon as a firm final cost; and Customer understands and agrees that total project cost may change substantially due to unknown or unanticipated factors. Customer acknowledges the inexact nature of any estimate provided and understands and agrees that Customer will not rely on or claim that any estimate is a firm price quote.

3. **COMPENSATION.** Customer agrees to pay TAS for all services rendered pursuant to this Agreement in accordance with the pricing contained in the Proposal No. P20-24086REV2. Payments by check shall be delivered to TAS at PO BOX 173803, Arlington, Texas 76003.

4. **CUSTOMER RESPONSIBILITIES AND DUTIES.** Customer agrees that Customer is responsible and liable for paying TAS for all charges incurred. Customer guarantees timely payment to TAS regardless of whether Customer contends or may contend that any third-party person or entity is responsible or liable, in whole or in part, including but not limited to any insurance carrier of Customer. Customer assumes full responsibility for communicating with Customer's insurance carrier and hereby releases and holds harmless TAS from communicating in any manner with Customer's insurance carrier. Customer agrees to pay the amounts invoiced without regard to any insurance company or third party review of the invoice(s). Customer agrees that any partial payment to TAS for the charges incurred, including from a third-party person or entity such as Customer's insurance carrier, will not relieve Customer of the obligation to pay the full balance due, including finance charges accrued, collection agency fees, attorneys fees and costs. Customer agrees to immediately notify TAS of any changes to Customer's name and/or addresses and/or phone numbers.

5. **IDENTITY OF MATERIALS HANDLED.** Customer shall accurately identify and characterize to TAS all materials and wastes to be handled, stored, transported, contained, treated, disposed of, or which are otherwise involved in the project that is the subject of this Agreement. Customer shall provide information to TAS that is known or knowable to Customer concerning all possible dangers and hazards in handling such wastes or materials. In the event the waste or material differs from the identity, characteristics, or analysis as presented by Customer to TAS, the Customer shall bear all costs necessary to accurately identify and characterize the waste and/or material. In addition, Customer shall bear all costs necessary for analysis and to correct the handling, containment, transportation,

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decontamination, remediation and/or disposal of such re-identified waste or material; to repair or replace damaged equipment; to cover medical, regulatory, and/or legal expenses; and to reimburse TAS for any and all other expenses that TAS may incur due to such misrepresentation regarding the identity or characterization of the materials or waste, regardless of whether such misrepresentation by Customer was negligent or otherwise.

6. **COMPLIANCE WITH ENVIRONMENTAL LAWS.** Nothing contained in this Agreement shall be construed or interpreted as meaning or requiring that TAS is to assume the status of a generator, storer, treater, or disposal facility as those terms appear within the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., ("CERCLA"), and regulations promulgated thereunder, the Clean Air Act, 42 U.S.C. § 7401 et seq., and regulations promulgated thereunder, the Clean Water Act, 33 U.S.C. § 1251 et seq and regulations promulgated thereunder, the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., ("TSCA") and regulations promulgated thereunder, the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq ("HMTA") and regulations promulgated thereunder, the Resource Conservation and Recovery Act, 42 USCA § 6901 et seq. ("RCRA") or within any Federal, State, or local statute or regulation governing the treatment, transportation, storage, and/or disposal of Hazardous Materials, Waste, Hazardous Substances or other materials. Customer assumes all responsibility for compliance with the provisions of RCRA and any Federal, State, or local laws or regulations governing the treatment, transportation, storage, and disposal of Hazardous Materials, Hazardous Waste, Hazardous Substances or other materials. Under no circumstances will TAS take title to any Hazardous Materials, Hazardous Waste, or other materials, unless otherwise agreed to in writing. Customer fully agrees that this Agreement in no way obligates TAS to satisfy any local, State or Federal regulatory reporting requirements that may apply to any event including, but not limited to, any spill or release of any quantity of wastes and/or materials. Customer agrees that Customer alone retains the responsibility to provide comprehensive notification of the event (e.g. spill or release) including, but not limited to, the nature, quantities, age, and chemical composition of all waste and materials involved in the event, to appropriate local, State or Federal public or regulatory agencies as required by law; or otherwise of any information that may be necessary to prevent or mitigate any danger to health, safety, or the environment.

7. **DISCLAIMER OF WARRANTIES.** TAS MAKES NO WARRANTIES AS TO ANY SERVICES OR MATERIALS TO BE PROVIDED EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT; AND ALL WARRANTIES WHETHER IMPLIED OR STATUTORY, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY TAS.

8. **INSURANCE.** CUSTOMER HEREBY REPRESENTS AND WARRANTS THAT CUSTOMER CARRIES INSURANCE IN PROPER COVERAGES AND SUFFICIENT AMOUNTS IN ORDER TO SATISFY CUSTOMER'S OBLIGATIONS FOR DEFENSE AND INDEMNITY OF TAS AND/OR IT'S AFFILIATES AND AGREES TO PROVIDE A CERTIFICATE OF CUSTOMER'S INSURANCE TO TAS UPON REQUEST. CUSTOMER AGREES THAT THESE INSURANCE OBLIGATIONS SHALL SUPPORT BUT SHALL NOT IN ANY WAY LIMIT THE DEFENSE AND INDEMNITY OBLIGATIONS OF CUSTOMER AS SET FORTH HEREIN.

8. **INDEMNIFICATION.** ALL INDEMNIFICATIONS SHALL BE TO THE EXTENT AUTHORIZED UNDER TEXAS LAW AS OUTLINED IN THE PROPOSAL.

I HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BOTH FRONT AND REVERSE OF THIS AGREEMENT.

AUTHORIZED Customer Signature: Judge Bill Gravell Jr. Print Name: Judge Bill Gravell Jr. Date: May 19, 2020

TAS Signature: [Signature] Print Name: MIKE UNCAHER Date: 4-30-20









Agenda Item #38 5-19-2020 (TAS Work Authorization)

Final Audit Report

2020-05-19

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