**Bid 26-017 Above-Ground Storage Tank Cleaning, Removal and Disposal**

| | | | | Sunbelt Industrial Services | |
|---|---|---|---|---|---|
| **Item No.** | **Item Description** | **UOM** | **Est. Qty** | **Unit Price** | **Total Price** |
| 1 | Mobilization/demobilization of crew, equipment, and project trailer to site (includes site setup, traffic control, and safety plan submittal) | LS | 1 | 7,440.00 | 7,440.00 |
| 2 | Bulk removal and transportation of residual product from Tank No. 1 (Prime Oil AST) for recycling. Product to be transported to licensed recycling facility. Product to be transported to licensed recycling facility. | Gallon | 20,000 | 2,961.00 | 2,961.00 |
| 3 | Confined space entry, interior cleaning, and hot-water pressure washing of Tank No. 1. (OSHA 1910.146 permit-required confined space procedures) | LS | 1 | 20,064.00 | 20,064.00 |
| 4 | High-pressure (20,000 psi) hydro blasting of Tank No. 2 (RC-250 Tack Oil AST) to remove tar-like residue. (Includes air-mover extraction of rinse water/sludge) | LS | 1 | 85,336.10 | 85,336.10 |
| 5 | Removal and transport of non-hazardous rinse water/sludge from Tank No. 1. (Subject to waste characterization results) | Gallon | 12,000 | included in #4 | |
| 6 | Waste characterization/analytical testing and disposal facility profiling. (Required prior to acceptance at disposal facility) | EA | 2 | 1,575.00 | 3,150.00 |
| 7 | NORM (Naturally Occurring Radioactive Material) survey and screening of both tanks, interior surfaces, and generated waste streams. (Radiological survey by qualified/licensed technician; required prior to demolition, recycling, or disposal of tank shells or waste) | LS | 1 | 3,248.84 | 3,248.84 |
| 8 | NORM-impacted material handling, packaging, and disposal (if detected). (Only invoiced if NORM is confirmed above regulatory release limits) | Ton/Cubic Yard (Unit rate - allowance) | TBD by survey | No Bid | |
| 9 | Mechanical demolition and dismantling of both above-ground storage tanks. (Includes cutting/sectioning of tank shells) | EA | 2 | 23,793.75 | 47,587.50 |
| 10 | Loading, hauling, and legal disposal or recycling of demolished tank steel and associated debris. (Scrap metal recycling where feasible; landfill disposal only for non-recyclable debris) | Ton/Cubic Yard | TBD | 15,862.50 | 15,862.50 |
| 11 | Disposal of recovered oil to licensed recycling facility. (Manifested transport by licensed hauler) | Gallon | 20,000 | 34,067.40 | 34,067.40 |
| 12 | Disposal of non-hazardous liquids/sludge to permitted disposal facility. (Manifested transport; reclassify and re-price if waste tests hazardous) | Gallon | 12,000 | 30,090.60 | 30,090.60 |
| 13 | Site restoration (grading, minor concrete/foundation removal as needed, debris removal). (Return disturbed area to pre-project condition) | LS | 1 | 2,500.00 | 2,500.00 |
| | | | **Grand Total (Items 1 - 13)** | | 252,307.94 |

*Waller County, Texas*
*Invitation for Bid*

*Above-Ground Storage Tank Cleaning, Removal and Disposal*
*BID 26-017*

**SUBMIT BIDS TO:**

**Waller County**
**County Judge's Office**
**Waller County Courthouse**
**836 Austin Street, Suite 4300**
**Hempstead, TX 77445**

**SUBMIT NO LATER THAN:**

**Thursday, October 1, 2026**
**1:00 PM (CST)**

**ENVELOPE TO BE LABELED:**

**Bid 26-017**
**Tank Removal**

**ALL BIDS MUST BE RECEIVED AND TIME/DATE STAMPED BY THE JUDGE'S OFFICE OF WALLER COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE. BIDS RECEIVED AS REQUIRED WILL BE OPENED AND PUBLICLY READ AFTER DUE DATE. BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.**

Results will not be given by phone. Results will be provided to bidder in writing after Commissioners Court award. Requests for information must be in writing and directed to Jaime Kovar, Purchasing Director, j.kovar@wallercounty.us

## Vendor Responsibilities:

- Download and complete any addendums posted on the Waller County website.
- Submit response in accordance with requirements stated in the document.
- DO NOT submit responses via email, as they will not be accepted.

1.7 References: All Bidders must submit, WITH BID, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients' name, contact person, and telephone number.

1.8 Bid Bond: If this bid requires submission of bid bond guarantee and performance bond, there will be a separate page explaining the requirements.

1.9 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", if applicable, a Bidder must provide to Waller County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in Waller County. Failure of the Bidder to maintain such a file will be cause to reject any bid applying thereto.

1.10 Pricing: Prices for all goods and/or services shall be firm for the duration of the Contract and shall be stated on the bid sheet. The Bid submitted to the County shall be inclusive of all costs necessary to complete the Project. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract, unless made in accordance with the Contract's General Terms and Conditions. All prices must be written in ink or typewritten.

1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in Section 4 under Term of Contract.

1.12 Recycled Materials: Pursuant to Texas Health and Safety Code § 361.426, Waller County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Waller County will be the sole judge in determining product preference application.

1.13 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Waller County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Bids are subject to tabulation by the Procurement Director and recommendation to Waller County Commissioners Court. Compliance with all bid requirements, delivery, and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria in determining the lowest responsible bidder, or for making a recommendation. The Waller County Procurement Director reserves the right to contact any Bidder, at any time, to clarify, verify, or request information with regard to any Bid.

1.14 Disqualification of Bidder: Upon signing the Contract Sheet, a Bidder offering to provide supplies, materials, services, or equipment to Waller County certifies that the Bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any and all Bids may be rejected if Waller County believes that collusion exists among the Bidders. Bids in which the prices appear to be unbalanced may be rejected. If multiple Bids are submitted by a Bidder and after the Bids are opened, one of the Bids is withdrawn, the result will be that all of the Bids submitted by that Bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Bids for

required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/filinginfo/1295/.

ii. On-line instructions:

a. Name of governmental entity is to read: Waller County, Texas.

b. Identification number used by the governmental entity is: B26-017.

c. Description is the title of the solicitation: Tank Removal.

**SECTION 7. AWARD**

7.1 The contract will be awarded to the overall lowest responsible bidder meeting specifications.

1.18 Minor Change: A written change in the Work that is ordered by the Authorized Representative, that does not change the Contract Price or Contract Time, and is consistent with the scope of the Contract.

1.19 Notice to Proceed: A written notice given by the Authorized Representative of the County to Contractor identifying the date on which the Work will commence, and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

1.20 Project: the stated title, as specified in the contract documents.

1.21 Schedule of Values: an itemized list of each activity and all materials and labor required to complete the Project, and the corresponding values of each. When summed up, the Schedule of Values shall equal the total Contract Price.

1.22 Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor as required by the Contract Documents.

1.23 Specifications and Plans: Those portions of the Contract Documents consisting of written technical descriptions as applied to the Work, which set forth to Contractor, in detail, the requirements which must be met by all materials, equipment, construction systems, standards, workmanship, equipment, and services in order to render a completed and useful project.

1.24 Subcontractor: An individual, firm, corporation, or other business entity having a direct contract with Contractor for the performance of a portion of the Work under the Contract.

1.25 Substantial Completion: The stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the County can occupy or utilize the Work for its intended use, as evidenced by a Certificate of Substantial Completion approved by the County.

1.26 Superintendent: The representative of Contractor authorized in writing to receive and fulfill instructions from the Authorized Representative, and who shall supervise and direct construction of the Work.

1.27 Supplier: An individual or entity that furnishes materials or equipment to be incorporated in the Work by the Contractor or any Subcontractor.

1.28 Transfer Date: the date on which the care, custody, and control of the Project passes to Waller County.

1.29 Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. It includes the procurement, delivery, and proper construction and/or installation of all materials, facilities, and associated appurtenances necessary to fulfill the winning Bidder's obligations under the Contract, including the coordination and administration of all services necessary for the Contractor, its agents, and/or subcontractors to fulfill Contractor's obligations under the Contract.

## SECTION 2. CONTRACT DOCUMENTS

2.1 The Contract Documents: The Contract Documents are composed of the following:

4.1.3 Submit a site-specific health and safety plan (HASP) and confined space entry plan prior to beginning of work.

4.2 Tank Cleaning

4.2.1 Remove bulk residual oil (est. 20,000 gallons) from Tank No. 1 and stage for transport to a licensed recycling facility.

4.2.2 Perform confined space entry in accordance with OSHA 29 CFR 1910.146 to clean the interior of each tank.

4.2.3 Use heated pressure washing and/or high-pressure (up to 20,000 psi) hydroblasting to remove residual product, sludge, and tar-like material from tank interiors.

4.2.4 Extract and containerize generated rinse water and non-hazardous sludge (est. 12,000 gallons from Tank No. 2) using vacuum/air-mover equipment.

4.3 Waste Characterization, Hauling, and Disposal of Liquids

4.3.1 Perform analytical testing and waste profiling of all liquid and sludge streams prior to transport, and obtain disposal facility approval/profile acceptance before removal from site.

4.3.2 Transport recovered oil to a state-licensed recycling facility under proper manifest.

4.3.3 Transport rinse water and sludge to a permitted disposal facility appropriate to its waste classification. If analytical results indicate hazardous waste, Contractor shall notify the County immediately and manage the material as hazardous waste under applicable RCRA and TCEQ requirements.

4.3.4 Provide the County with copies of all waste manifests, bills of lading, and certificates of disposal/recycling for every load removed from the site.

4.4 Normally Occurring Radioactive Material (NORM) Survey and Handling

4.4.1 Prior to any tank demolition, cutting, recycling, or off-site transport of tank materials or waste, the Contractor shall perform a radiological (NORM) survey of both tank interiors, exterior shells, and all generated waste streams using a qualified technician and calibrated survey instrumentation.

4.4.2 Provide a written NORM survey report to the County documenting survey methodology, instrumentation, and results, and identifying whether radiation levels are within unrestricted release limits established by the Texas Department of State Health Services (DSHS) Radiation Control Program.

4.4.3 If NORM is detected above applicable release limits, the Contractor shall segregate, package, label, transport, and dispose of the affected material at a facility licensed to accept NORM-impacted waste, and shall not release such material for scrap recycling.

4.4.4 NORM survey and any associated NORM-impacted waste handling and disposal shall be a separate, itemized bid line rather than an assumption of "clean" material.

4.5 Tank Demolition and Removal

4.5.1 Following cleaning and NORM clearance, mechanically demolish and dismantle both above-ground storage tanks.

4.5.2 Load and haul demolished tank steel and associated debris off-site.

4.5.3 Recycle scrap metal where permitted based on NORM survey results; dispose of any non-recyclable or NORM-impacted debris at an appropriately licensed facility.

4.6 Site Restoration

## SECTION 5. TERMINATION

5.1 Termination for Cause: Upon seven (7) calendar days' notice to Contractor, the County may terminate the Contract for cause if the Contractor:

a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

b. Fails to make payment to Subcontractors for materials or labor in accordance with respective agreements between the Contractor and the Subcontractor;

c. Disregards laws, ordinances, rules, regulations, or orders of public authority having jurisdiction concerning the Project: or

d. Otherwise commits substantial breach of a provision of the Contract Documents.

5.2 Termination for Convenience: Upon seven (7) calendar days' written notice to Contractor, the County may, in its sole discretion and without penalty or prejudice to any right or remedy of County, terminate this Contract for convenience and without cause at any time. The notice must state the reasons for such termination, and provide an effective date of the termination. The notice may also contain instructions necessary to protect, store, or decommission any incomplete work or systems, and/or for safety. Upon receipt of such notice, Contractor shall immediately proceed with the following obligations regardless of whether a dispute regarding the Contract exists:

a. Stop all work;

b. Comply with any instructions contained in the termination notice;

c. Place no further subcontracts or order for materials or services;

d. Terminate all subcontracts for convenience;

e. Cancel all materials and equipment orders as applicable; and

f. Take appropriate action to protect and preserve all property related to the Contract which is in the possession of Contractor.

5.3 Notice of Termination: The terminating Party shall provide seven (7) days written notice of termination to the other Party as provided in Section13.19.

5.4 Discretionary Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Agreement shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Agreement will terminate on the date specified in the written termination notice, or if no date is specified, on the thirtieth ($30^{th}$) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.

5.5 County's Rights After Termination: In the event of termination, the County may immediately take possession of the site, and of all materials, equipment, tools, and construction equipment and machinery thereon. The County may finish the Project by whatever reasonable method it deems expedient.

c. Comprehensive general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.

d. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with a combined Bodily Injury/Property Damage with minimum limits of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

e. Pollution Liability/Environmental Liability with a limit of not less than $2,000,000 each occurrence and $2,000,000 in the annual aggregate. The policy shall cover pollution-related bodily injury, property damage, cleanup and remediation costs arising from tank cleaning, removal, handling, transportation, and disposal of contaminated materials or pollutants.

7.2 Additional Insured: Contractor's insurance policies that cover performance under this Contract shall name the County an additional insured, except for Workers' Compensation and Professional Liability, if required. All endorsements naming the County as additional insured, waivers, and notices of cancellation of endorsements, as well as the Certificates of Insurance shall indicate: Waller County, Texas, 836 Austin Street, Suite 4300, Hempstead, Texas 77445.

7.3 Certificates of Insurance: Contractor shall provide the County with properly executed certificates of such insurance before the Contract is executed as verification of the coverage required in Section 7.1. The certificates shall indicate that all required insurance coverages are effective as of the Effective Date, and that such insurance shall not be canceled, except on thirty (30) days prior written notice to the County. The Contract shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by the County. The Contractor must also provide Certificates of Insurance when a previously identified policy period has expired as verification of continuing coverage.

7.4 Responsibility for Insurance: The Contractor shall be responsible for premiums, deductibles, and self-insured retentions, if any, state in the policies. All deductibles or self-insurance retentions shall be disclosed on the Certificates of Insurance.

7.5 No Decrease in Liability: The County's acceptance or approval of the certificates of insurance or certified copies of insurance policies shall not relieve, decrease, or limit Contractor's liability. The insurance coverages required under this Contract are required minimum and are not intended to limit the responsibility of liability of the Contractor.

7.6 No Cancellation or Modification: The Contractor shall continuously maintain the required insurance coverages during the Contract Term. Contractor shall not cancel or modify the insurance coverages required by this Agreement without providing thirty (30) days written notice to the County. Contractor shall not allow a lapse in the insurance coverage specified in this Contract for the duration of the Contract.

7.7 Workers Compensation Certification: By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the County that all employees of the Contractor who will provided services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be

**BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, AGREEMENT, OR OTHERWISE.**

**COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**

**THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

## SECTION 9. SILENCE OF SPECIFICATIONS

9.1 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be

## SECTION 13. MISCELLANEOUS PROVISIONS

13.1 Jurisdiction and Venue: This Contract is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Waller County, Texas. This Contract is made and is to be performed in Waller County, Texas.

13.2 Right of Review: The County may review any and all of the goods and services performed by Contractor under this Agreement. The County is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Contract as may be reasonably necessary. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to County's rights as may be disclosed by a review under this Section.

13.3 No Waiver: No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party. The County's failure to require strict performance of any provision of this Contract does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this Contract shall not be deemed a waiver of any further right under this Contract. The County does not waive, modify, or alter to any extent any of its defenses, immunities, or remedies.

13.4 No Personal Liability: Nothing herein shall be construed as creating any personal liability for any officer, agent, or employee of the County.

13.5 Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent deemed to be omitted. In such event, there shall be substituted for such deleted provision a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

13.6 Entire Agreement: This Contract, together with all of its appendices, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Contract. By entering into this Contract, the Parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

13.7 Modification: The Contract may not be modified, altered, or amended except by written instrument duly authorized by the Waller County Commissioners Court and executed by both Parties.

13.8 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Contract are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Contract.

13.9 Tax Exempt: The County is a tax-exempt entity under Texas Tax Code § 151.039, and will not pay a tax from which it is exempt. Tax exempt paperwork will be provided upon written request for the purchase of any items qualifying for exemption under this Contract. In

information to the news media, citizens of Waller County, and other governmental agencies.

13.18 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Contract. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Contract and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

13.19 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Attn: County Judge
836 Austin Street, Suite 4300
Hempstead, Texas 77445

With a copy to:

Waller County Engineer
Attn: Ross McCall
775 Business Highway 290 East
Hempstead, Texas 77445

To Contractor:

As indicated on
Bidder's Business
Information Sheet

**END**

**Bid 26-017 Above-Ground Storage Tank Cleaning, Removal and Disposal**

**Vendor: Sunbelt Industrial Services**

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| | | | **Grand Total (Items 1 - 13)** | | 252,307.94 |

Waller County Bid 26-017

## Bidder's Business Information Sheet

By submitting a Bid, Bidder is seeking to enter into a legal contract with the County. As such, a Bidder must be an individual or a legal business entity capable of entering into a binding contract. Bidders must completely and accurately provide the information requested below or your Bid may be deemed non-responsive.

**Name of Company**:

G.L. Morris Enterprises, Inc. DBA Sunbelt Industrial Services

**Type of Business** (please check one):

- ☒ Individual/Sole Proprietor
- ☐ Corporation
- ☐ Limited Liability Company
- ☐ Partnership
- ☐ Other

If other, please specify N/A

**State of Incorporation** (if applicable): Texas

**Federal Employer Identification Number**: 75-2205887

**Principal Place of Business Address**: 2425 Parker Road, Bldg 3B, Carrollton, TX 75010

**Name and Address for Notices to be Sent Under Contract General Terms and Conditions Section 18.19**:

Sunbelt Industrial Services, Attn: Marla Murphy

2425 Parker Road, Bldg 3B, Carrollton, TX 75010

List any other names the Company uses, or is known by (dba, aka, etc.):

Sunbelt Industrial Services

Sunbelt Industrial Services
Company Name

9/24/26
Date

Signature of Authorized Company Official

Marla Murphy
Printed Name

marla@sun-belt.com
Email address

## Contract Special Terms and Conditions

Bidder must clearly identify on this form whether it requests any Special Terms and Conditions that deviate from the Bid Documents, including the Contract Documents, or any other requirements contained in the IFB. Complete and detailed information regarding deviations must be clearly identified on this form. The County will consider any Special Terms and Conditions in its Contract award decision, and reserves the right to accept or reject a Bid based upon any submitted deviation.

In the absence of the identification on this form of requested deviations, Bidder must fully comply with the Bid Documents and Contract Documents and all other requirements associated with this IFB if awarded a Contract under this IFB. A deviation will not be effective unless it is accepted by the County. The County may, in its sole discretion, seek clarification from and/or communicate with Bidder(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The County reserves the right to accept or reject a Bid based upon any submitted deviation.

Please mark one of the following:

☐ Bidder requests NO deviations.

☒ Bidder requests deviations.

Specifically identify the language and location or section of the Bid Documents and/or Contract Documents that Bidder is requesting a deviation from, and provide the specific language to be substituted as Special Terms and Conditions. **Attach the sheet(s) containing the requested deviations to his form.**

Sunbelt Industrial Services
Company Name

9/24/26
Date

Signature of Authorized Company Official

Marla Murphy
Printed Name

SUNBELT
INDUSTRIAL SERVICES

2425 W Parker Rd.
Carrollton, Texas 75010
Phone 972.492.5108
Fax 972.394.6417

September 24, 2026

Subject: Cleaning 2 above ground storage tanks at 775 Bus 290 East Hempstead, TX

**Scope of Work**

Sunbelt will begin project transition when the Notice to Award has been issued by Waller County. This estimate assumes that with the assistance of Waller County employees and equipment we can push each tank over until the manholes are at ground level. This will eliminate the need for scaffolding or a manlift for cleaning purposes. This estimate assumes tank# AEP Prime oil has 20,000 gallons of oil that needs to be sent for recycling. Once bulk oil is removed, we plan to enter each tank via confined space entry. Once inside each tank we will utilize a heated pressure washer to rinse down the inside of the vessel. This estimate is based on 20,000 gallons of Prime oil being sent for disposal and 12,000 gallons of rinse water/non haz sludge from tank RC250 Tack oil. We plan to use a 20k psi water blaster in tank# RC250 to remove tar like material from the vessel. Generated rinse water will be removed with an airmover. A water truck or fire hydrant with a meter will be needed to provide 20gpm to the hydroblaster. We have included the cost for a water truck if no hydrant is available. Water to fill the water truck will be provided onsite.

***The above proposal is condition upon the following:***

- *The site is accessible and there are no objects or personnel present to hinder the progress of the work.*
- *Any down time or waiting time including weather delay not in Sunbelt's control will be charged as per Sunbelt's standard rate schedule.*
- *Waste will need an approved profile into a disposal facilty, prior to the start of the project.*
- *This estimate assumes that the empty metal tanks can be sent for recycling and do not contain any NORM.*
- *This estimate assumes that oil can be sent for recycling, and rinse water will be non-hazardous. If waste comes back hazardous, additional disposal fees will apply.*
- *We assume this will schedule during normal business hours Monday-Friday.*
- *Applicable taxes may apply.*
- *Payment Terms: Net 30 (due 30 days from invoice date)*

We appreciate the opportunity to submit this proposal. If you have any questions or require additional information, please contact me at 972.877.0533

Regards,

***Darrell Foard***
Project Manager
Sunbelt Industrial Services

Accepted by:

(Sign)_____

(Print)_____

Title: _____

Date: _____

P O #: _____

**Contract Sheet**
**Bid 26-017**

**THE STATE OF TEXAS**
**COUNTY OF WALLER**

This Contract is made and entered into on the TBD day of TBD, 2026, by and between Waller County, Texas, a political subdivision of the State of Texas ("County"), acting through County Judge Carbett "Trey" Duhon, III by virtue of an order of Waller County Commissioners Court, and Sunbelt Industrial Services, of the City of Carrollton, County of Denton, and State of TX ("Contractor") (referred to individually as "Party," and collectively as "Parties").

In consideration of the promises, performances, payments, and agreements set forth herein, Contractor hereby agrees to commence and complete the following Project: **Above-Ground Storage Tank Cleaning, Removal, and Disposal**, and all Work in accordance with the Contract Documents, which are incorporated herein by reference and made a part hereof for all purposes as if each were set out at length, word for word.

In consideration of the award and execution of this Contract, and in consideration of the waiver of its right to attorney's fees by the County, the Contractor knowingly and intentionally waives its right to attorney's fees under Texas Local Government Code Section 271.153 in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

The County agrees to pay the Contractor from available funds for performance of the Contract in accordance with the Bind and provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The County's payment obligations are payable only and solely from funds available for the purposes of this Contract.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Although drafted by the County, the Contract, in the event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

This Contract is executed to be effective upon the date of the last signature affixed hereto.

**The undersigned, by their signature, represents that they are authorized to bind the Contractor to fully comply with the Contract. The Contractor, by signing below, acknowledges that they have read the entire Contract, and agree to be bound by the terms contained therein.**

Approved this TBD day of TBD 2026.

**Waller County, Texas**

**County Judge, Carbett "Trey" Duhon, III**

Date

**By: Signature of Contractor**

9/24/26
Date

Marla Murphy, President
Printed Name and Title of Signatory

ATTEST

Debbie Hollan, County Clerk

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

G.L. Morris Enterprises, Inc.

2 Business name/disregarded entity name, if different from above.

dba Sunbelt Industrial Services

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

2425 Parker Road, Building 3

Requester's name and address (optional)

6 City, state, and ZIP code

Carrollton, TX 75010

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

or

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 7 | 5 | – | 2 | 2 | 0 | 5 | 8 | 8 | 7 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person [signature] Date 1/5/26

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

## DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify Waller County if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Sunbelt Industrial Services
Company Name

9/24/21
Date

Signature of Authorized Company Official

Marla Murphy
Printed Name

## NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. (Tex. Gov't Code Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Sunbelt Industrial Services
Company Name

Signature of Authorized Company Official

Marla Murphy
Printed Name

# NO ENERGY COMPANY BOYCOTT CERTIFICATION

Effective September 1, 2021, a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies currently; and (2) will not boycott energy companies during the term of the Contract. (Tex. Gov't Code Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Energy Companies" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

(a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

(b) does business with a company described by Paragraph (a) above. Tex. Gov't Code §809.001(1).

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. (Tex. Gov't Code Ch. 2274.001(2)).

By signature below, I certify and verify that Vendor does not boycott energy companies and will not boycott energy companies during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Sunbelt Industrial Services
Company Name

9/24/24
Date

Signature of Authorized Company Official

Marla Murphy
Printed Name

# NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION

Effective September 1, 2021, Chapter 2274 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company (excluding a sole proprietorship) for the purchase of goods or services unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. (Tex. Gov't Code §2274). Accordingly, this certification form is included to the extent required by law.

"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The phrase does not include (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

(a) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(b) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.

By signature below, I certify and verify that Vendor does not discriminate against firearm and ammunition industries; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Sunbelt Industrial Services
Company Name

9/24/24
Date

Signature of Authorized Company Official

Marla Murphy
Printed Name

**REFERENCES FORM**

| Reference No. 1 | | | |
|---|---|---|---|
| Company Name: | La Fronterra - Odessa | Date of Completion: | 05.08.2024 |
| Project Name: | Block 1 Cleaning | Project Cost: | $207,455.66 |
| General Description of Project: Clean, remove, and dispose of material from clarifier tank, splitter box and cooling tower on Block 1 for inspection and repair work. | | | |
| Contact Name: | John Mitchell | Title/Position: | Maintenance Mgr |
| Email Address: | John.mitchell@luminant.com | Phone Number: | (972) 971-9378 |

| Reference No. 2 | | | |
|---|---|---|---|
| Company Name: | Wolf Hollow – Ethos Energy | Date of Completion: | 04.17.2025 |
| Project Name: | Unit 1 & 2 Shutdown 2025 | Project Cost: | $107,975.36 |
| General Description of Project: Cleaned, removed, and disposed of sludge from various areas for general maintenance and inspection on Power Units 1 and 2. | | | |
| Contact Name: | Robert Johnson | Title/Position: | Maintenance Mgr |
| Email Address: | Roberty.johnson@ethosenergy.com | Phone Number: | (214) 354-4256 |

| Reference No. 3 | | | |
|---|---|---|---|
| Company Name: | S&P Clearing | Date of Completion: | 07.18.2025 |
| Project Name: | Pontotoc Wind Farm | Project Cost: | $62,528.49 |
| General Description of Project: Clean and remove silt from creek in Roff, OK. | | | |
| Contact Name: | Brandon Amore | Title/Position: | Pr. Superintendent |
| Email Address: | Brandon.amore@spclearing.com | Phone Number: | (580) 378-2615 |