

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR ASBESTOS SURVEY FOR FLOORING RENOVATION
(601 N. Alligator Road, Granger, Texas)
TIPS #170602**

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Separation Systems Consultants, Inc.** with offices at 17041 El Camino Real, Ste. 200, Houston, TX 77058, (hereinafter "SSCI"). The County agrees to engage SSCI as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: SSCI shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. SSCI expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

A. As described in the attached Proposal/Quotation, dated February 13, 2020 and designated Exhibit "A," which is incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit "A", such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. SSCI shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: SSCI will be compensated based on a fixed fee for the specific project herein. **The fixed fee amount under this agreement is \$1,550.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** 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 The County receives the goods under the contract; (2) the date the performance of the service under the contract 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 The County 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 The County'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.

IV.

Insurance: SSCI shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit

- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$ 500,000	\$ 500,000
Aggregate policy limits:		\$1,000,000

SSCI, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, SSCI shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Proposal/Quotation, dated February 13, 2020 and designated Exhibit "A," which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that SSCI shall not in any sense be considered a partner or joint venturer with The County, nor shall SSCI 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. SSCI shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than

what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by SSCI or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SSCI SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SSCI, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SSCI HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SSCI SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SSCI OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance with All Laws: SSCI agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

Termination: This Contract 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.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Right to Audit: SSCI agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of SSCI which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. SSCI agrees that The County shall have access during normal working hours to all necessary SSCI facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give SSCI reasonable advance notice of intended audits.

XIV.

Confidentiality: SSCI expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Resolution of Conflicting Terms and Conditions: In the event there is a conflict between the terms and conditions of this Contract and the terms and conditions of any document incorporated into this Contract by reference or attachment, the terms and conditions of this Contract shall control.

XVI.

Good Faith Clause: SSCI agrees to act in good faith in the performance of this Contract.

XVII.

No Assignment: SSCI may not assign this Contract.

XVIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

**SEPARATION SYSTEMS
CONSULTANTS, INC.:**

Authorized Signature

Printed Name

Date: _____, 20__


Authorized Signature

Jo Drake Keim
Printed Name

Date: February 20, 2020

Exhibit "A"
Proposal/Quotation
(dated February 13, 2020 and incorporated herein as if copied in full)



February 13, 2020

Williamson County Facilities Maintenance Division
3101 SE Inner Loop
Georgetown, Texas 78626

Attn: Mr. Tom Stanfield
Phone: (512) 943-1636
E-mail: tom.stanfield@wilco.org

RE: Asbestos Survey for Flooring Renovation
Drug Rehabilitation Facility
601 N. Alligator Road
Granger, Texas
SSCI Project No.: 54043
TIPS Contract No. 170602

Mr. Stanfield:

Separation Systems Consultants, Inc. (SSCI) respectfully submits this proposal to perform an Asbestos Survey prior to the Flooring Renovation of the Drug Rehabilitation Facility located at 601 N. Alligator Road in Granger, Williamson County, Texas 76530. SSCI understands that the survey is being performed to identify Asbestos Containing Materials (ACM) prior to the renovation of on-site buildings. The proposed survey includes identification of ACM within permanent structures located on the Site, including houses, garages, and warehouses, and excludes non-permanent structures such as trailers. At the request of the client, this project will be performed under SSCI's existing The Interlocal Purchasing System (TIPS) contract (contract no. 170602). SSCI's proposed services are provided below.

Asbestos Survey for Demolition

The Asbestos Survey will be conducted in accordance with the Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP) requirements and the Texas Asbestos Health Protection Rules (TAHPR). The sampling will be performed by a Texas Department of State Health Services (TDSHS) licensed Asbestos Inspector under the direction of a TDSHS licensed Individual Asbestos Management Planner.

The objective of the survey is to identify friable and non-friable ACMs in advance of the proposed flooring renovation of the on-site buildings. The findings of the sampling event will be presented in a survey report. If ACMs are identified, the owner will be able to use the survey

Exhibit "A"
Proposal/Quotation
(dated February 13, 2020 and incorporated herein as if copied in full)

Asbestos Survey for Flooring Renovation
Drug Rehabilitation Facility
601 N. Alligator Road
SSCI Project No.: 54043

report to obtain construction permits and aid the preparation of asbestos abatement specifications.

Suspected ACMs to be sampled include flooring mastic throughout the building. Samples will be collected using destructive methods necessary to identify suspected ACMs. SSCI will sample only those materials which are reasonably accessible. If additional materials are discovered during the demolition process, SSCI is not accountable for any costs associated with the sampling of those materials, or project delays associated with their discovery.

SSCI estimates that no more than three (3) samples of suspected ACMs will be collected from the interior of the on-site buildings for analysis. The samples will be collected following EPA and TAPPR protocols. The samples will be analyzed using Polarized Light Microscopy (PLM) by a TDSHS-licensed laboratory and analyzed on a standard 5-business day turnaround. Positive stop analysis will be requested at the laboratory. Positive stop analysis means that once a sample has been identified to contain greater than 1% asbestos, the subsequent samples will not be analyzed. The samples will be transported to the laboratory under chain-of-custody procedures.

Friable samples reported to contain >1% but <5% asbestos can be analyzed using the point-count technique (PCT). However, PCT analysis is not recommended on non-friable ACMs. Non-friable Organically Bound (NOBs) materials such as floor tile, mastic, and roofing may contain asbestos fibers that are tightly bound to the matrix and thus are not easily isolated. Fibers may not be detected by PLM resulting in inconsistent results. NOBs may be analyzed at the client's request by gravimetric reduction or similar method, and then analyzed by PLM. Point-count or NOB analysis will be provided upon request and for an additional fee.

Reporting, Cost, and Schedule

SSCI will provide the services outlined within this proposal for a fixed fee of \$1,550.00. SSCI's invoices are payable upon receipt. SSCI is prepared to begin work upon written notice to proceed. Samples will be analyzed on a standard 5-business day turnaround timeframe. A final report for each of the Sites will be provided within two (2) weeks from receipt of final laboratory results. A breakdown of the costs is provided in the following table:

Asbestos Survey for Flooring Renovation Drug Rehabilitation Facility 601 N. Alligator Road SSCI Project No. 54043				
Description	Quantity	Rate	Units	Amount
Asbestos and Lead-Based Paint Survey for Demolition				
Principal	1	\$200.00	Hour	\$200.00
Senior Project Manager	1	\$135.00	Hour	\$135.00
Licensed Asbestos Inspector	8	\$75.00	Hour	\$600.00
Asbestos PLM Analysis (5-Day TAT)	3	\$10.00	Each	\$30.00

Exhibit "A"
Proposal/Quotation
(dated February 13, 2020 and incorporated herein as if copied in full)

Asbestos Survey for Flooring Renovation
Drug Rehabilitation Facility
601 N. Alligator Road
SSCI Project No.: 54043

Vehicle	1	\$95.00	Day	\$95.00
Sub Total				\$1,060.00
Reporting				
Senior Project Manager	1	\$135.00	Hour	\$135.00
Licensed Asbestos Inspector	2	\$75.00	Hour	\$150.00
Environmental Technician	2	\$70.00	Hour	\$140.00
Clerical	1	\$65.00	Hour	\$65.00
Sub Total				\$490.00
TOTAL				\$1,550.00

Reporting, Cost, and Schedule

SSCI's scope of services and fee structure is based on the following assumptions:

- Right-of-entry will be provided by the client;
- Field activities will be completed over the course of one (1) day. More than one (1) day will result in additional fees; and
- No more than three (3) samples of suspected ACM will be collected from the Site for analysis. Greater than three (3) samples will be invoiced at the unit rate for analysis.

SSCI will issue a change order if the assessment of additional fees is required. SSCI will not proceed with services not outlined within this proposal without written authorization from the client.

SSCI appreciates the opportunity to provide this proposal. To authorize the scope of work, please sign the authorization block below and return via facsimile at (281) 486-7415 or by e-mail at blopez@sscienvironmental.com. Should you have any questions or comments, please contact me at (281) 486-1943.

Sincerely,