



## **AGREEMENT/PROPOSAL**

### **Lead remediation of bullet containment areas**

This Agreement/Proposal is made and entered into this 8th, day of April 2020 by TMC Shooting Range Specialists Inc. 27008 Cerro Verde Ave, Valencia, CA 91355-4977 (“TMC”), and Williamson County Sheriff’s Department, collectively the “Parties,” For the remediation of spent ammunition from Two rubber media containment areas from outdoor shooting ranges, located at 3901 CR130, Hutto, TX.

The Parties agree as follows:

1. Firing range(s) will need to be shut down for a minimum of (3) Three days each range for the completion of the below described work, at no time will any employee, agent, officer, or County official will be permitted to enter work site or be present unless cleared by a designated official employed by TMC Shooting Range Specialist Inc.
2. TMC employees will be “Lead Awareness” trained and equipped with all necessary personal protective equipment (i.e. P-100 HEPA filtered respirators half face/full face, “Tyvek” coveralls or similar, back support braces, gloves, eye protection, etc.)
3. The Williamson County Sheriff’s Department will provide access for all equipment, a designated area for repairs and 110v power source, water access and an area to store all barrels / containers that will be filled with lead projectiles (spent ammunition) removed from backstop, they will be stored until completion of job. All lead projectiles (spent bullets) will be retained TMC.
4. TMC will remediate spent ammunition (lead projectiles) from outdoor shooting ranges and will clean target system areas of any debris at the Williamson County Sheriff’s Department outdoor Range. TMC personnel will be in compliance and in accordance with EPA, DPHS, OSHA, Title 8 1532.1/Title 8 5198 regulations; lead will be remediated from bullet containment area using our (TTU) equipment. Transportable Treatment Unit. Approved by (DTSAC) Department of Toxic Substance and Control. From indoor and outdoor shooting ranges. This equipment separates the lead bullets from rubber media. The clean rubber media will be placed back on containment area leveled to range specifications and if

applicable we will fill the hopper baffles.

5. TMC will clean all hard surfaces, upon completion of workday, as well as work area, as needed using proper equipment (i.e. - HEPA Vacuum, mops, water and cleansing agents.)
6. All spent ammunition recovered from bullet containment area will be placed in containers provided by TMC and shipped from your facility by trucking company or a truck from TMC .in a timely manner. Upon total weight of all material removed a “Bill of lading” will be available to your department for your records.
7. Upon completion of all work, TMC will decontaminate tools and equipment used on the job site to prevent any possible “cross contamination.”
8. Contacts for this project TMC Jose Torres Sr (661) 510-3360 cell (661) 510-5894 Jr Job Supervisor (661) 257-0179 Fax e-mail [tmcranges@yahoo.com](mailto:tmcranges@yahoo.com) web site [www.tmcranges.com](http://www.tmcranges.com)
9. The cost to complete the above described work is \$15,900.00 Fifteen Thousand Nine Hundred dollars and no/100 all lead recovered will be retained by TMC.

Additional conditions: All work is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices and in accordance with all applicable federal, state and local laws, regulations and ordinances. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders by a Williamson County Sheriff’s Department authorized agent and will become an extra charge over and above the above scope of work subject to budgeted and appropriated funds. Any substantial defect in workmanship will be remedied without cost to The Williamson County Sheriff’s Department. TMC will not be held liable for pre-existing conditions at the Williamson County Sheriff’s Department facility, including but not limited to existing contamination on surrounding areas, migration of contaminated dust from windy conditions during normal use, bounce backs, flood, wind, negligent use of bullet containment area, or lack of routine maintenance. TMC shall be responsible for such material, workmanship and equipment only as are under TMC’s direct control.

10. Any party hereto may cancel this contract upon deliverance of at least thirty (30) days in advance written notice. In addition, at least fifteen (15) days in advance of any notice by The Williamson County Sheriffs Department of its intent to cancel, the contractor must be given a written list of any and all specific job deficiencies which contractor must be allowed to correct within a reasonable specified time before cancellation of this contract. In the event of a properly executed contract cancellation as above prescribed, all unpaid monies for services rendered become immediately due and payable to contractor.
11. Additional Provisions:
- 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 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.
  - Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
  - Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
  - 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 Customer 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 Customer 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 Customer'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

12. This Agreement shall be effective on the date written below.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

By:   
\_\_\_\_\_  
Jose C. Torres, Owner/President  
TMC Shooting Range Specialists Inc.

Date: 04/09/2020

By: \_\_\_\_\_  
The Williamson County Sheriff's Department  
Designated Officials Signature

Date: \_\_\_\_\_