
WILLIAMSON COUNTY SERVICES CONTRACT

(Separation Systems Consultants, Inc.)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Separation Systems Consultants, Inc.** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include but are not limited to the services and work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit “A,”** which is incorporated herein to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County’s solicitation, if applicable.

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. Service Provider 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.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit “A.”** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date

of the last party's execution below and shall continue until December 31, 2024, or when terminated pursuant to this Contract, whichever event occurs first.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"** upon final completion of the services as determined by County. The not-to-exceed amount under this Contract is Twenty-Nine Thousand Two Hundred and Eleven Dollars (\$29,211.00), unless amended by a change order and approved by 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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request.

IV.

Insurance: Service Provider 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)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, 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, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

No Agency Relationship & Indemnification: 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 itself out as an agent or official representative of the County. 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. 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 Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER 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 SERVICE PROVIDER, 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. SERVICE PROVIDER 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, SERVICE PROVIDER 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 SERVICE PROVIDER 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.

VII.

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.

VIII.

Compliance With All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

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.

XI.

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.

XII.

Right to Audit: Service Provider 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 Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider 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 Service Provider reasonable advance notice of intended audits.

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

Confidentiality: Service Provider 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.

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase

Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [Williamson County Vendor Reimbursement Policy.pdf \(wilco.org\)](http://www.wilco.org/WilliamsonCountyVendorReimbursementPolicy.pdf). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: 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 into this Contract include the following:

- A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable;
- B. Additional CARES & ARPA Requirements, being marked Exhibit "B;"
- C. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow; and
- D. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXII.

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:

Judge Bill Gravell, Jr.
County Judge

Date: _____, 20____

SERVICE PROVIDER:

Separation Systems Consultants, Inc.
Name of Service Provider


Authorized Signature

Helen I. Hodges
Printed Name

Date: April 21, 2023

Cooperative Purchasing Contract or Agreement (if applicable): TIPS Contract 200601

March 3, 2023
Revised April 14, 2023

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

ATTN: Mr. Angel Gomez
Phone: (512) 943.1625
E-mail: angel.gomez@wilco.org

RE: Proposal for Asbestos Survey and Consulting Services
Old DPS Site
516 Pine Street
Georgetown, Texas 78626
SSCI Project No.: [REDACTED]

TIPS Contract 200601
Texas HUB 176012206900

Mr. Gomez:

Separation Systems Consultants, Inc. (SSCI) respectfully submits this proposal to perform an Asbestos Survey and Consulting Services prior to the renovation of the structures known as the Old Department of Public Safety (DPS) Site located at 516 Pine Street in Georgetown, Williamson County, Texas 78628 (Site). The Site consists of a portion of the parcel identified on the Williamson County Appraisal District (WCAD) as Property ID No. R306765. The Site consists of one building, approximately 5,600 square feet in size. The work will be performed under The Interlocal Purchasing Cooperative System, Consulting and Other Related Services Contract No. 200601, expiration August 31, 2023.

SSCI understands that the survey is being performed to identify Asbestos Containing Materials (ACM) prior to renovation of the interior of the on-site building as identified in Attachment 1: Old DPS Remodel – Plans and Specifications 2022. This proposal is being provided at the request of Williamson County Facilities Maintenance Division (the Client).

SSCI's proposed services are provided below.

Asbestos Survey

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

Suspected ACMs to be sampled include surface materials (sprayed-on or troweled-on materials), thermal insulation materials (pipe insulation, wrapping, etc.) and miscellaneous materials (floor tiles, ceiling tiles, drywall, mastics, etc.). 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 will be collecting from the interior and exterior of the on-site buildings for analysis. The samples will be collected following EPA and TAHPR 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. Samples will be analyzed on a standard 5-business day turnaround timeframe.

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.

SSCI is prepared to begin work on the asbestos survey upon written notice to proceed. A final report for the Site will be provided within two (2) weeks from receipt of final laboratory results.

Based on the findings of the asbestos survey, SSCI will be able to provide a cost estimate for the abatement services, if warranted.

Asbestos Consulting

SSCI will provide a TDSHS-licensed Asbestos Consultant to write the specifications for the asbestos abatement, if warranted. Debris will be wetted adequately throughout the abatement process and promptly removed from the work area to prevent visible emissions. The asbestos project design/specifications will be based on the findings of the asbestos survey. The design will be prepared in accordance with applicable federal and state regulations. The project design will be completed within two weeks of issuance of the final asbestos survey report or upon request from the Client.

SSCI will also provide a TDSHS-licensed Asbestos Project Manager/Air-Monitoring Technician (PM/AMT) for contractor management and to ensure safe working procedures are being implemented. The TDSHS PM/AMT will be present each workday to inspect the workspace, monitor air conditions, collect air samples for phase-contrast microscopy (PCM) analysis, and provide clearance of the workspace. Approximately ten (10) air samples will be collected daily to monitor ambient air during the abatement project.

The final air clearance will be performed at the end of the abatement activities once visual clearance has been achieved. Upon receipt of the final air clearance results, the containment will be removed, and demolition activities may commence.

A closeout report will be provided at the completion of the abatement. Closeout report will be prepared and submitted within ten (10) business days of completion of the abatement activities. The report will include the abatement specifications, daily logs, clearance letters, TDSHS licenses, 10-day asbestos/demolition notification form(s) and waste disposal documentation. The final closeout documents will be provided upon receipt of the signed waste shipment records.

Cost

SSCI will provide the services outlined within this proposal for a fixed fee of \$12,159.00. SSCI will invoice on a monthly basis. SSCI's invoices are payable upon receipt. A breakdown of the costs is provided in the following table:

Description, Line Item	Quantity	Rate*	Units	Amount
Asbestos Survey - Field Activities				
Licensed Asbestos Inspector	8	\$70.00	Hour	\$560.00
Asbestos PLM Analysis (5-Day TAT)	50	\$15.00	Each	\$750.00
Truck, Pickup	1	\$85.00	Day	\$85.00
Sub Total				\$1,395.00

Cost Estimate Continued on Next Page

Asbestos Survey and Consulting Services
 Old DPS Site
 516 Pine Street
 Georgetown, Texas 78626
 SSCI Project No.: 57013
 March 3, 2023 (Rev April 14, 2023)

Asbestos Survey - Reporting				
Principal	1	\$154.00	Hour	\$154.00
Licensed Asbestos Consultant	2	\$124.00	Hour	\$248.00
Senior Project Manager	4	\$118.00	Hour	\$472.00
Staff Environmental Technician	4	\$60.00	Hour	\$240.00
Clerical	1	\$43.00	Hour	\$43.00
Sub Total				\$1,157.00
TOTAL - Asbestos Survey				\$2,552.00

Description, Line Item	Quantity	Rate*	Units	Amount
Asbestos Consulting - Abatement Specifications/Project Design				
Licensed Asbestos Consultant	8	\$124.00	Hour	\$992.00
Senior Project Manager	4	\$118.00	Hour	\$472.00
Clerical	2	\$43.00	Hour	\$86.00
Sub Total				\$1,550.00
Asbestos Consulting - Oversight and Monitoring**				
Senior Project Manager	10	\$118.00	Hour	\$1,180.00
Licensed PM/AMT	50	\$85.00	Hour	\$4,250.00
PCM Analysis- est. 10 per day	50	\$12.00	Each	\$600.00
Personal Protective Equipment (PPE)	5	\$85.00	Day	\$425.00
Truck, Pickup	5	\$85.00	Day	\$425.00
Sub Total				\$6,880.00
Asbestos Consulting - Closeout Report				
Principal	1	\$154.00	Hour	\$154.00
Licensed Asbestos Consultant	6	\$124.00	Hour	\$744.00
Senior Project Manager	2	\$118.00	Hour	\$236.00
Clerical	1	\$43.00	Hour	\$43.00
Sub Total				\$1,177.00
TOTAL - Asbestos Consulting Services				\$9,607.00

TOTAL ESTIMATED FEE	\$12,159.00
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* Rate Category corresponds to the line item provided in the SSCI Discounted Rates Table provided under TIPS Contract 200601.

** The proposed budget assumes 5 days of oversight and monitoring, additional days will be invoiced at the unit rates provided.

Assumptions and Exclusions

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

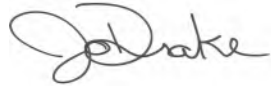
- Right-of-entry will be provided by the client.
- Project meetings with the client or other entities will be limited to one (1) meeting during the performance of the proposed scope of services. Additional meetings may result in additional fees.
- Field activities for the asbestos survey will be completed over the course of two (2) days. More than two (2) days may result in additional fees.
- The number of samples to be collected during the asbestos survey are estimated. Based on Site conditions, if the Licensed Inspector determines that the number of samples required for collection is more than the amount estimated, then additional fees may be applied.
- This proposal does not include costs for demolition of the structure.
- The scope of services includes one (1) mobilization for oversight and monitoring of abatement activities. Additional mobilizations will be provided for an additional fee.
- For the purposes of this assessment, it is assumed that there will be five (5) days of abatement that require oversight and monitoring. Additional days will be invoiced at the rates provided. A revised proposal can be provided based on the abatement contractor's estimated duration of the abatement activities.
- Oversight and monitoring activities will be provided for a standard work week, Monday – Friday. Weekend, holiday, or overtime rates will apply.
- Asbestos Air Monitoring will be invoiced on a daily rate based on a ten (10) hour workday. Additional hours and samples will be invoiced according to the rates provided.
- Additional fees will be incurred if multiple containments are being monitored simultaneously.
- Notification fees will be invoiced by TDSHS directly to the Client. SSCI's scope of services excluded payment of these fees.
- SSCI assumes the 10-day notification will be filed by the abatement contractor or demolition contractor.

Asbestos Survey and Consulting Services
Old DPS Site
516 Pine Street
Georgetown, Texas 78626
SSCI Project No.: 57013
March 3, 2023 (Rev April 14, 2023)

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 jdrake@sscienvironmental.com. Should you have any questions or comments, please contact me at (281) 486-1943.

Sincerely,



Jo Drake
Director of Compliance and Permitting

Attachment: Old DPS Remodel – Plans and Specifications 2022

SSCI's proposal is valid for sixty (60) days from the date of issuance.

Accepted in accordance with the terms and conditions of this proposal 57013:

Authorized Signature

Date

Printed Name

Company (Representative of)

GENERATED ON: 12/8/2022 4:25:20 PM I:\town\Group\p\all\res\Projects\TOWN\GEORGETOWN\Camera_OLD\TOWN\EST\Bldg_516\FINAL\DWG\516_PINE_OLD.DWG 12/8/2022 4:25:20 PM S:\Remo_Archive\DESIGN\2.5.1\REVIT\CAD\OLD\DWG_REMODEL.MXD

1 SITE PLAN
1" = 20'-0"



SITE NOTES

1. SITE INFORMATION CONCERNING EXISTING CONDITIONS IS SUITABLE FOR PREPARATION OF THE DRAWINGS & GIVEN FOR THE CONTRACTOR'S CONVENIENCE.
2. ARCHITECT DOES NOT GUARANTEE ACCURACY OF SUCH INFORMATION. IT IS CONTRACTOR'S RESPONSIBILITY TO INFORM HIMSELF & NECESSARY OFFICIALS AS TO THE CONDITIONS AFFECTING THE WORK.
3. NOTIFY ARCHITECT OF ANY DISCREPANCIES.

KEYED SITE NOTES

- 1 EXISTING BUILDING
- 2 EXISTING SIDEWALKS, PAVEMENT, & PARKING
- 3 NEW 8-FT. WOOD PRIVACY FENCE
- 4 NEW EMERGENCY MAN GATE
- 5 NEW MECHANIZED VEHICLE GATE
- 6 NEW MAGNETIC LOOP IN ASPHALT FOR AUTOMATIC VEHICLE EXIT
- 7 NEW ENTRY KEYPAD & LICENSE PLATE READER (PROTECT W/ BOLLARDS)
- 8 NEW STREET TREE @ 30-FT. O.C.



WILLIAMSON COUNTY
1848



12/8/22

OLD DPS BUILDING
S.O. REMODEL
516 PINE ST. GEORGETOWN, TX 78626

DRAWN BY: THJ
REVISIONS:

SITE PLAN
A1.1
THIS DRAWING CREATED FOR PRODUCTION ON 22x34" FULL-SIZE SHEET (11x17" HALF-SIZE SHEET)
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DRAWN BY: THJ

REVISIONS:

DA2.1

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REMOVE EXIST. EXTERIOR DOOR &
INFILL WITH INSULATION & SIDING
TO MATCH EXISTING EXTERIOR

 DEMOLISH
 EXISTING (TO REMAIN)
 NEW (METAL FRAMING)
 NEW (WOOD FRAMING)
 FUTURE (PLANNED)

1. CONTRACTOR IS RESPONSIBLE FOR CONTINUOUS SURVEILLANCE AT AFFECTED OPENINGS FOR THE DURATION OF THE CONSTRUCTION CONTRACT. COORDINATE SECURITY STATUS CHANGES W/ DEPARTMENT/ BUILDING/ SHERIFF'S OFFICE REPRESENTATIVE PRIOR TO IMPLEMENTING CHANGES.
2. DEMOLITION PLANS & NOTES ARE PROVIDED TO CONVEY DESIGN INTENT.
3. INFORMATION CONCERNING EXISTING CONDITIONS IS SUITABLE FOR PREPARATION OF THE DRAWINGS & GIVEN FOR THE CONTRACTOR'S CONVENIENCE. ARCHITECT DOES NOT GUARANTEE ACCURACY OF SUCH INFORMATION. IT IS CONTRACTOR'S RESPONSIBILITY TO INFORM HIMSELF & NECESSARY OFFICIALS AS TO THE CONDITIONS AFFECTING THE WORK.
4. DIMENSIONS GIVEN ARE TO FACE OF FRAMING, UNLESS INDICATED OTHERWISE. WHERE CONSTRUCTION FEATURES EXIST, VERIFY DIMENSIONS WITH FIELD CONDITIONS.
5. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
6. OWNER HAS FIRST RIGHT OF SALVAGE TO BUILDING MATERIALS REMOVED AS PART OF DEMOLITION & NOT SPECIFIED FOR RE-USE IN CONSTRUCTION.
7. PRIOR TO DEMOLITION WORK, CONTRACTOR SHALL:
 - DISCONNECT UTILITIES TO AREAS AFFECTED BY THE WORK
 - PROVIDE UTILITIES TO AREAS WITH CONTINUED OCCUPANCY DURING THE WORK.
8. DURING DEMOLITION WORK, CONTRACTOR SHALL:
 - LOCATE, PRESERVE & PROTECT FROM DAMAGE
 - a) UTILITY SERVICES & MAIN LINES
 - b) EXISTING BUILDING & LANDSCAPE ELEMENTS TO REMAIN
 - c) EXISTING WALLS & STRUCTURAL MEMBERS TO REMAIN
 - d) FINISH WORK THAT BECOMES EXPOSED.
 - PERFORM WORK IN AN ORDERLY AND CAREFUL MANNER TO ACCOMMODATE CONNECTION OF NEW CONSTRUCTION TO EXISTING FEATURES.
 - CUT & CAP PLUMBING & WASTE LINES AT SLAB-LEVEL FOR CONCRETE TO REMAIN.
 - SALVAGE (WHERE POSSIBLE) STRUCTURAL & FINISH MATERIALS FOR REUSE.
9. AFTER DEMOLITION WORK, CONTRACTOR SHALL:
 - REPAIR OR REPLACE (TO OWNER'S SATISFACTION) AT NO EXTRA CHARGE:
 - a) PROPERTY, UTILITIES, LANDSCAPE FEATURES, ETC. DAMAGED DURING THE WORK
 - b) DEMOLITION IN EXCESS OF THAT REQUIRED BY THE WORK.
 - COORDINATE, REMOVE, RECYCLE OR DISPOSE OF DEMOLISHED MATERIALS IN ACCORDANCE WITH FEDERAL & STATE LAW.
 - LEAVE SITE IN A CONDITION ACCEPTABLE TO OWNER.

- 1 DEMO. EXISTING & PROVIDE NEW STOREFRONT WINDOWS, TYP.
- 2 DEMO. EXISTING & PROVIDE NEW FLOORING PER WILCO STANDARD, TYP.
- 3 DEMO. EXISTING & PROVIDE NEW ACOUSTIC CEILING & GRID PER WILCO STANDARD, TYP.
- 4 DEMO. EXISTING & PROVIDE NEW LIGHTS & EXIT SIGNS PER WILCO STANDARDS, TYP.
- 5 REPLACE EXIST. OUTDOOR HVAC CONDENSERS & INDOOR AIR HANDLERS, AS REQ'D. CLEAN & REUSE EXIST. DUCTWORK WHERE FEASIBLE, TYP.
- 6 DEMO. EXISTING & PROVIDE LOW VOLTAGE CABLING PER WILCO STANDARDS, TYP.
- 7 DEMO. EXIST. PHONE D-MARK & ALL ASSOCIATED WIRING

NORTH

A compass rose with a circle in the center. Four lines extend from the center to the top, bottom, left, and right edges of the circle. The top line is labeled 'NORTH', the bottom line is labeled 'SOUTH', the left line is labeled 'WEST', and the right line is labeled 'EAST'. The lines are bold and black.

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\\chstore\Groups\Facilities\Projects\CITY\GEORGETOWN\Campus_OLD TOWN EAST\Bldg_516 P NE_Old DPS_1007\2021 SO Reno_ARPA\2 DESIGN\2.6.1 REV\IT-CAD\Old DPS_REMODEL.rvt

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NOTE:
REMOVE & REPLACE ALL EXTERIOR WINDOWS
W/ NON-OPERABLE STOREFRONT SYSTEM, TYP.

 DEMOLISH
 EXISTING (TO REMAIN)
 NEW (METAL FRAMING)
 NEW (WOOD FRAMING)
 FUTURE (PLANNED)

1. LIMIT AIR INFILTRATION INTO CONDITIONED AND/OR OCCUPIED SPACES BY SEALING, CAULKING, GASKETING, AND/OR WEATHER-STRIPPING THE FOLLOWING:
 - EXTERIOR JOINTS AROUND WINDOWS & DOOR FRAMES
 - SEAMINGS BETWEEN EXTERIOR WALLS & PENETRATIONS
 - OPENINGS BETWEEN EXTERIOR WALLS & ROOF
 - OPENINGS AT PENETRATIONS OF UTILITIES THROUGH EXTERIOR FLOORS, WALLS AND/OR ROOFS
 - ALL OTHER SUCH OPENINGS IN THE BUILDING ENVELOPE.
2. PROVIDE AN APPROPRIATELY-SIZED SPOT EXHAUST FAN IN EACH RESTROOM.

1. CONTRACTOR IS RESPONSIBLE FOR CONTINUOUS SECURITY AT AFFECTED OPENINGS FOR THE DURATION OF THE CONSTRUCTION CONTRACT. COORDINATE SECURITY STATUS CHANGES W/ COUNTY REPRESENTATIVE PRIOR TO IMPLEMENTING CHANGES.
2. INFORMATION CONCERNING EXISTING CONDITIONS IS SUITABLE FOR PREPARATION OF THE DRAWINGS & GIVEN FOR THE CONTRACTOR'S CONVENIENCE.
3. ARCHITECT DOES NOT GUARANTEE ACCURACY OF SUCH INFORMATION. IT IS CONTRACTOR'S RESPONSIBILITY TO INFORM HIMSELF & NECESSARY OFFICIALS AS TO THE CONDITIONS AFFECTING THE WORK.
4. DIMENSIONS GIVEN ARE TO FACE OF FRAMING, UNLESS INDICATED OTHERWISE.
5. WHERE CONSTRUCTION FEATURES EXIST, VERIFY DIMENSIONS WITH FIELD CONDITIONS
6. FOR GYPSUM BOARD EXTERIOR CORNERS, PROVIDE:
 - STANDARD PROFILE CORNER BEADS FOR CORNERS NOT RECEIVING MILLWORK WRAP
 - 3/8" RADIUS BULLNOSE CORNER BEADS WHERE NOTED AS "RND."
7. FOR DOORS & WINDOWS, VERIFY:
 - 6-IN. OFFSET FROM ADJACENT WALL FOR TRIM CLEARANCE
 - QUANTITIES, SIZES & FEATURES BEFORE ORDERING
 - ROUGH-OPENING SIZES BEFORE FRAMING.
8. COORDINATE SITE FLATWORK, SIDEWALKS, PORCHES, RAMPS ETC. TO MEET CURRENT VERSION OF TEXAS ACCESSIBILITY STANDARDS & OTHER CODE REQUIREMENTS.
9. COORDINATE ALL TRADES TO ENSURE COMPLETE & WORKING INSTALLATIONS.
10. NOTIFY ARCHITECT OF ANY DISCREPANCIES.

- 1 DEMO. EXISTING & PROVIDE NEW STOREFRONT WINDOWS, TYP.
- 2 DEMO. EXISTING & PROVIDE NEW FLOORING PER WILCO STANDARD, TYP.
- 3 DEMO. EXISTING & PROVIDE NEW ACOUSTIC CEILING & GRID PER WILCO STANDARD, TYP.
- 4 DEMO. EXISTING & PROVIDE NEW LIGHTS & EXIT SIGNS PER WILCO STANDARDS, TYP.
- 5 REPLACE EXIST. OUTDOOR HVAC CONDENSERS & INDOOR AIR HANDLERS, AS REQ'D. CLEAN & REUSE EXIST. DUCTWORK WHERE FEASIBLE, TYP.
- 6 DEMO. EXISTING & PROVIDE LOW VOLTAGE CABLING PER WILCO STANDARDS, TYP.
- 7 DEMO. EXIST. PHONE D-MARK & ALL ASSOCIATED WIRING

DOOR NUMBER	SIZE			DOOR		FRAME		HARDWARE SET	FIRE RATING	REMARKS
	H	W	T	TYPE	MAT'L	TYPE	MAT'L			
11A	7'-0"	2'-6"	0' - 1 3/4"	D3	WOOD		H.M.			
13A	7'-0"	3'-0"	0' - 1 3/4"	D3	WOOD		H.M.			
1101A	7'-0"	3'-0"	0' - 1 3/4"	D1	H.M.		STEEL			
1107A	7'-0"	3'-0"	0' - 1 3/4"	D3	WOOD		H.M.			
1108A	7'-0"	3'-0"	0' - 1 3/4"	D3	WOOD		H.M.			
1110A	7'-0"	3'-0"	0' - 1 3/4"	D3	WOOD		H.M.			
1111A	7'-0"	3'-0"	0' - 1 3/4"	D3	WOOD		H.M.			
1112A	7'-0"	3'-0"	0' - 1 3/4"	D3	WOOD		H.M.			
1201A	6'-10"	5'-8"	0' - 1 3/4"	D5	ALUM.		STEEL			
1201B	7'-0"	3'-0"	0' - 1 3/4"	D1	H.M.		STEEL			
1201C	7'-0"	3'-0"	0' - 1 3/4"	D3	WOOD		H.M.			

$$3/16'' = 1'-0''$$


March 3, 2023
Revised April 14, 2023

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

ATTN: Mr. Angel Gomez
Phone: (512) 943.1625
E-mail: angel.gomez@wilco.org

RE: Proposal for Asbestos Survey and Consulting Services
Historic Jail Site
102 W. 3rd Street and 312 S. Main Street
Georgetown, Texas 78626
SSCI Project No.: [REDACTED]

TIPS Contract 200601
Texas HUB 176012206900

Mr. Gomez:

Separation Systems Consultants, Inc. (SSCI) respectfully submits this proposal to perform an Asbestos Survey and Consulting Services prior to the demolition of the structures known as the Historic Jail Site located at 102 W 3rd Street and 312 S. Main Street in Georgetown, Williamson County, Texas 78628 (Site). The Site is identified on the Williamson County Appraisal District (WCAD) as Property ID No. R319958 and consists of three structures: Georgetown Health Department, circa 1970, at 102 W. 3rd Street, consisting of 7,490 square feet to be demolished, the Williamson County Historic Jail, circa 1888, 1978, 1983, and 1989, at 312 S. Main Street, consisting of 6,000 square feet to be demolished and the Williamson County and Cities Health District Administrative Offices at 312 S Main Street to be preserved.

SSCI understands that the survey is being performed to identify Asbestos Containing Materials (ACM) prior to the demolition of the on-site building(s) as identified in Attachment 1: Historic Jail Site Scope January 11, 2023. The work will be performed under The Interlocal Purchasing Cooperative System, Consulting and Other Related Services Contract No. 200601, expiration August 31, 2023. This proposal is being provided at the request of Williamson County Facilities Maintenance Division (the Client).

SSCI's proposed services include the performance of an asbestos survey. If asbestos abatement is warranted and performed, SSCI will provide a project design for abatement activities, daily monitoring and sampling during abatement activities, and issue project close out report following completion of the abatement activities. SSCI's proposed services are provided below.

Asbestos Survey

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

Suspected ACMs to be sampled include surface materials (sprayed-on or troweled-on materials), thermal insulation materials (pipe insulation, wrapping, etc.) and miscellaneous materials (floor tiles, ceiling tiles, drywall, mastics, etc.). 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 will be collecting from the interior and exterior of the on-site buildings for analysis. The samples will be collected following EPA and TAHPR 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. Samples will be analyzed on a standard 5-business day turnaround timeframe.

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.

SSCI is prepared to begin work on the asbestos survey upon written notice to proceed. A final report for the Site will be provided within two (2) weeks from receipt of final laboratory results.

Based on the findings of the asbestos survey, SSCI will be able to provide a cost estimate for the abatement services, if warranted.

Asbestos Consulting

SSCI will provide a TDSHS-licensed Asbestos Consultant to write the specifications for the asbestos abatement, if warranted. Debris will be wetted adequately throughout the abatement process and promptly removed from the work area to prevent visible emissions. The asbestos project design/specifications will be based on the findings of the asbestos survey. The design will be prepared in accordance with applicable federal and state regulations. The project design will be completed within two weeks of issuance of the final asbestos survey report or upon request from the Client.

SSCI will also provide a TDSHS-licensed Asbestos Project Manager/Air-Monitoring Technician (PM/AMT) for contractor management and to ensure safe working procedures are being implemented. The TDSHS PM/AMT will be present each workday to inspect the workspace, monitor air conditions, collect air samples for phase-contrast microscopy (PCM) analysis, and provide clearance of the workspace. Approximately ten (10) air samples will be collected daily to monitor ambient air during the abatement project.

The final air clearance will be performed at the end of the abatement activities once visual clearance has been achieved. Upon receipt of the final air clearance results, the containment will be removed, and demolition activities may commence.

A closeout report will be provided at the completion of the abatement. Closeout report will be prepared and submitted within ten (10) business days of completion of the abatement activities. The report will include the abatement specifications, daily logs, clearance letters, TDSHS licenses, 10-day asbestos/demolition notification form(s) and waste disposal documentation. The final closeout documents will be provided upon receipt of the signed waste shipment records.

Cost

SSCI will provide the services outlined within this proposal for a fixed fee of \$17,052.00. SSCI will invoice on a monthly basis. SSCI's invoices are payable upon receipt. A breakdown of the costs is provided in the following table:

Description, Line Item	Quantity	Rate*	Units	Amount
Asbestos Survey - Field Activities				
Licensed Asbestos Inspector	20	\$70.00	Hour	\$1,400.00
Asbestos PLM Analysis (5-Day TAT)	250	\$15.00	Each	\$3,750.00
Truck, Pickup	2	\$85.00	Day	\$170.00
Sub Total				\$5,320.00

Cost Estimate Continued on Next Page

Asbestos Survey - Reporting				
Principal	1	\$154.00	Hour	\$154.00
Licensed Asbestos Consultant	4	\$124.00	Hour	\$496.00
Senior Project Manager	4	\$118.00	Hour	\$472.00
Staff Environmental Technician	16	\$60.00	Hour	\$960.00
Clerical	1	\$43.00	Hour	\$43.00
Sub Total				\$2,125.00
TOTAL - Asbestos Survey				\$7,445.00

Description, Line Item	Quantity	Rate*	Units	Amount
Asbestos Consulting - Abatement Specifications/Project Design				
Licensed Asbestos Consultant	8	\$124.00	Hour	\$992.00
Senior Project Manager	4	\$118.00	Hour	\$472.00
Clerical	2	\$43.00	Hour	\$86.00
Sub Total				\$1,550.00
Asbestos Consulting - Oversight and Monitoring**				
Senior Project Manager	10	\$118.00	Hour	\$1,180.00
Licensed PM/AMT	50	\$85.00	Hour	\$4,250.00
PCM Analysis- est. 10 per day	50	\$12.00	Each	\$600.00
Personal Protective Equipment (PPE)	5	\$85.00	Day	\$425.00
Truck, Pickup	5	\$85.00	Day	\$425.00
Sub Total				\$6,880.00
Asbestos Consulting - Closeout Report				
Principal	1	\$154.00	Hour	\$154.00
Licensed Asbestos Consultant	6	\$124.00	Hour	\$744.00
Senior Project Manager	2	\$118.00	Hour	\$236.00
Clerical	1	\$43.00	Hour	\$43.00
Sub Total				\$1177.00
TOTAL - Asbestos Consulting Services				\$9,607.00

TOTAL ESTIMATED FEE	\$17,052.00
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* Rate Category corresponds to the line item provided in the SSCI Discounted Rates Table provided under TIPS Contract 200601.

** The proposed budget assumes 5 days of oversight and monitoring; additional days will be invoiced at the unit rates provided.

Assumptions and Exclusions

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

- Right-of-entry will be provided by the client.

- Project meetings with the client or other entities will be limited to one (1) meeting during the performance of the proposed scope of services. Additional meetings may result in additional fees.
- Field activities for the asbestos survey will be completed over the course of two (2) days. More than two (2) days may result in additional fees.
- The number of samples to be collected during the asbestos survey are estimated. Based on Site conditions, if the Licensed Inspector determines that the number of samples required for collection is more than the amount estimated, then additional fees may be applied.
- This proposal does not include costs for demolition of the structure.
- The scope of services includes one (1) mobilization for oversight and monitoring of abatement activities. Additional mobilizations will be provided for an additional fee.
- For the purposes of this assessment, it is assumed that there will be five (5) days of abatement that require oversight and monitoring. Additional days will be invoiced at the rates provided. A revised proposal can be provided based on the abatement contractor's estimated duration of the abatement activities.
- Oversight and monitoring activities will be provided for a standard work week, Monday – Friday. Weekend, holiday, or overtime rates will apply.
- Asbestos Air Monitoring will be invoiced on a daily rate based on a ten (10) hour workday. Additional hours and samples will be invoiced according to the rates provided.
- Additional fees will be incurred if multiple containments are being monitored simultaneously.
- Notification fees will be invoiced by TDSHS directly to the Client. SSCI's scope of services excluded payment of these fees.
- SSCI assumes the 10-day notification will be filed by the abatement contractor or demolition contractor.

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.

Asbestos Survey and Consulting Services
Historic Jail Site
102 W. 3rd Street and 312 S. Main Street
Georgetown, Texas 78626
SSCI Project No.: 57012
March 3, 2023 (Rev April 14, 2023)

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 jdrake@sscienvironmental.com. Should you have any questions or comments, please contact me at (281) 486-1943.

Sincerely,



Jo Drake
Director of Compliance and Permitting

Attachment: Historic Jail Site Scope January 11, 2023

SSCI's proposal is valid for sixty (60) days from the date of issuance.

Accepted in accordance with the terms and conditions of this proposal 57012:

Authorized Signature

Date

Printed Name

Company (Representative of)

R319958

Georgetown Health Dept.
ca. 1970
102 W 3rd St.
Georgetown, TX 78626
7,490 sqft (demolish)

Williamson County Historic Jail
ca. 1888,, 1978, 1983, 1989
312 S Main St
Georgetown, TX 78626
10,000 sqft (total)
6,000 sqft (demolish)

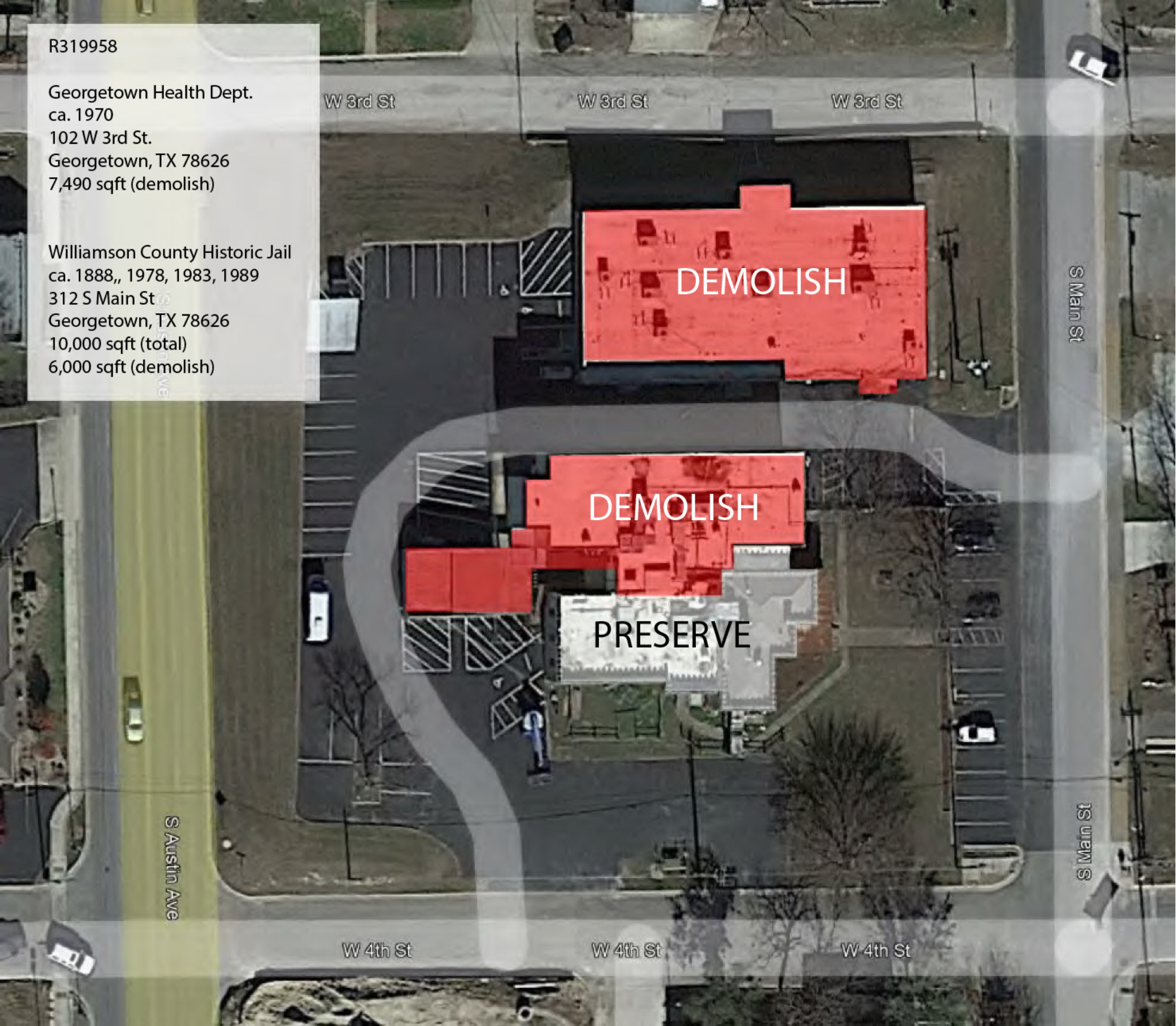


EXHIBIT B
ADDITIONAL CARES & ARPA REQUIREMENTS

ADDITIONAL REQUIREMENTS MAY BE APPLICABLE RELATED TO THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT (CARES) AND THE AMERICAN RESCUE PLAN ACT (ARPA) (C.F.D.A. 21027) WHERE FUNDING MANDATES LEGAL COMPLIANCE:

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. Compliance with Applicable Law and Regulations.
 - a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or

a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

19. Clean Air Act and The Federal Water Pollution Control Act Compliance. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

20. Suspension and Debarment. (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- a. The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. 098765
- b. This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- c. The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

21. Recovered Materials. (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

- a. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- b. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

22. Access to Records. The following access to records requirements apply to this Agreement:

- a. The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

- d. In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
23. Use of DHS Seals and Related Items. The Vendor shall not use Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
24. Compliance with Federal Law and FEMA Rules. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
25. Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended). Vendors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
26. No Federal Government Obligations. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.
27. False Claims Act Compliance and Program Fraud Prevention. The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor’s actions pertaining to this Agreement.
28. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24,

1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from

extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.