



## Agreement for Construction Services (Asbestos Abatement Project – CR 110)

This Agreement for Construction Services (“Agreement”) between Williamson County, Texas, a political subdivision of the State of Texas (“Owner”) and ARC Abatement I, Ltd. (“Contractor”) is entered into in accordance with the following terms and conditions:

**ARTICLE 1 SCOPE OF WORK:** The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner’s requirements and the terms of this Agreement (hereinafter collectively referred to as the “Work”):

**As set forth in Contractor’s Proposal #875, which is incorporated herein as if copied in full, and in accordance with the terms of this Agreement, and set forth as Exhibit I.**

**Additional Work:** Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

**ARTICLE 2 CONTRACT PRICE:** Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of FIVE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$5,250.00) in accordance with the terms and conditions of this Agreement.

**ARTICLE 3 SPECIFICATIONS:** The Work shall be performed pursuant to and in accordance with the specifications set out in **Exhibit I, Scope of Work** and all laws, statutes and regulations related to the removal and disposal of asbestos-containing materials.

**ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:**

**4.1 Commencement of Work.** Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

**4.2 Final Completion.** The Work shall be fully and finally completed within **30** calendar days from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has

been fully and finally completed to its satisfaction.

**ARTICLE 5 PAYMENT:** Contractor shall receive one lump sum payments of the Contract Price when Final Completion of all Work has been achieved as deemed by the Owner; provided that Contractor is not in breach of this Agreement at that time.

**ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:**

**6.1** Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures. Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

**6.2** Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

**6.3** Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

**6.4** As part of Contractor obligation to coordinate the Work, Contract shall:

- i. cooperate with the Owner's Designated Representative ("ODR") and endeavor to further the interests of the Owner and the Work;
- ii. provide an on-site, full-time superintendent for the duration of the Work;
- iii. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
- iv. at Owner's request, attend public meetings and hearings concerning the development of the Work;
- v. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
- vi. advise Owner of any tests that should be performed;

- vii. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
- viii. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
- ix. assist Owner in obtaining any required permits and or approvals as required by law; and
- x. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the specifications and with the terms of this Agreement.

**6.5** Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

**6.6** Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

**6.7 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.**

**6.8** Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

**6.9** Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original specifications that occurred during the Work.

## **ARTICLE 7 OWNER'S RESPONSIBILITIES**

**7.1** The Owner shall:

- a. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
- b. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the Work;
- c. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- d. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- e. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

## ARTICLE 8 INSURANCE AND INDEMNITY

**8.1 Insurance.** The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

**8.2** The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, 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 Owner.

Type of Coverage	Limits of Liability	
a. Workers Compensation	Statutory	
b. Employer's Liability		
Bodily Injury by Accident	\$250,000 Ea. Accident	
Bodily Injury by Disease	\$250,000 Ea. Employee	
Bodily Injury by Disease	\$250,000 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:	\$500,000	
Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):		
COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$500,000	\$500,000
Property damage	\$500,000	\$500,000
Aggregate policy limits	No aggregate limit	

**8.1.2** The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this project.

**8.1.3** Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

**8.1.4** Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

- a. Definitions:
  - (1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
  - (2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.
  - (3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
  - (4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.
- c. The Contractor must provide a Certificate of Coverage to the Owner prior to or

contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement.** The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.1.6** The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**8.1.7** The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy

provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

**8.1.8** The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.2.8 Indemnity.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY “INDEMNITORS”) SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS THE OWNER, REPRESENTATIVES OF THE OWNER AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY “INDEMNITEES”) FROM AND AGAINST ALL CLAIMS IN RELATION TO CONTRACTOR’S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY “LIABILITIES”) OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

**8.2.7** Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal

liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

## **ARTICLE 9    TERMINATION**

**9.1 Termination for Cause.** If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

**9.2 Termination for Convenience.** The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

## **ARTICLE 10   MISCELLANEOUS PROVISIONS**

**10.1        Assignment.** This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

**10.2        Governing Law and Venue.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Work in which the Owner is a party.

**10.3        Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

**10.4        Notices.** All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

**10.5        Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.



**10.6 Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

**10.7 No Waiver of Sovereign Immunity.** Nothing herein shall be construed as a waiver of sovereign immunity by Owner.

**10.8 Current Revenues.** Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**10.9 Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the Owner with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

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

**10.11 Prompt Pay.** Owner agrees to pay Contractor within thirty (30) days from the date when Final Completion of all Work has been achieved as deemed by the Owner; provided that Contractor is not in breach of this Agreement at that time. Interest charges for any late payment shall be paid by Owner 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 Owner'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. In the event that an error appears in an invoice submitted by Contractor, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date the Williamson County Auditor receives the invoice. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice submitted by Contractor beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Contractor shall submit a corrected invoice to the Williamson County Auditor that must be within thirty (30) days from the date the Williamson County Auditor receives the corrected invoice. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

**10.12 Entire Agreement; Modifications.** This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the Work. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement effective this the 15 day of Nov., 2018.

**OWNER:**

WILLIAMSON COUNTY, TEXAS,  
a political subdivision of the state of Texas

By: 

Printed Name: DON X GATTI

Title: County Judge

Date: 11-15-2018

**Party Representatives**

Owner's Designated Representative:

Terron Evertson  
Williamson County Engineer  
3151 SE Inner Loop, Suite B  
Georgetown, TX 78626  
Phone: (512) 943-3336  
[tevertson@wilco.org](mailto:tevertson@wilco.org)

**CONTRACTOR:**

ARC ABATEMENT I, LTD.

By: 

Printed Name: Kieran McQuade

Title: Contracts Manager

Date: 10-31-2018

Contractor's Designated Representative:

Joe Daniel, Project Mgr.

Don Daniel, Austin GM

Ron Daniel, CEO

Phone 800-495-4272

Fax 512-260-6225

**10.12 Entire Agreement; Modifications.** This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the Work. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement effective this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**OWNER:**

WILLIAMSON COUNTY, TEXAS,  
a political subdivision of the state of Texas

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Party Representatives**

Owner's Designated Representative:

Terron Evertson  
Williamson County Engineer  
3151 SE Inner Loop, Suite B  
Georgetown, TX 78626  
Phone: (512) 943-3336  
[tevertson@wilco.org](mailto:tevertson@wilco.org)

**CONTRACTOR:**

ARC ABATEMENT I, LTD.

By:  \_\_\_\_\_

Printed Name: [Kieran McQuade](#) \_\_\_\_\_

Title: [Contracts Manager](#) \_\_\_\_\_

Date: [10-31-2018](#) \_\_\_\_\_

Contractor's Designated Representative:

[Joe Daniel , Project Mgr.](#) \_\_\_\_\_

[Don Daniel, Austin GM](#) \_\_\_\_\_

[Ron Daniel, CEO](#) \_\_\_\_\_

Phone [800-495-4272](#) \_\_\_\_\_

Fax [512-260-6225](#) \_\_\_\_\_

**Exhibit 1: Contractor's Proposal #875**  
(Incorporated herein as if copied in full)



Accountable-Responsive-Cost Effective

**STANDARD PROPOSAL**  
Austin / San Antonio  
2450 Hwy 183 North Leander Tx

September 16, 2018  
James Klotz  
PM  
HNTB Corporation  
101 E. Old settlers Blvd  
Round Rock Texas

**Proposal #** 875  
**Sent Via:**  
**Project** CR 110 Asbestos Abatement  
**Address:** Same  
Texas

**Dear:** James

On behalf of ARC Abatement I, Ltd., I would like to thank you for the opportunity to provide this proposal on the above referenced project. It is our desire to provide you with a quality solution to your project needs. As a highly qualified contractor, I feel our experience, financial strength, and contracting techniques enable us to assure you a professionally completed project.

**Scope of Work:**

Removal of ACM Material found in ATC Survey. Sheetrock and Windows

**Price:** 4,850

Power and Water add - 400

**Duration:** 2 days



Accountable-Responsive-Cost Effective

**Proposal Terms:**

**Proposal # 875**

1. Includes costs for labor, material and applicable taxes.
2. Compliance with federal, state, and local laws.
3. Site conditions being reasonably similar to those at the time of inspection.
4. Reasonable interpretation of existing conditions based upon Owner provided information of the work area.
5. No contingency or consideration given for delays to the work. If delays occur price may require renegotiation.
6. Air monitoring for our workforce as per Federal, State, and local regulations is included in our price.  
Any additional air monitoring will be paid by Owner unless stated as an inclusion in the scope section above.
7. Owner responsible for state or regulatory fees associated with the Scope of Work.
8. Final clearances will be provided by owner.
9. Pricing based on normal working hours. Overtime required by Owner will constitute and additional cost.
10. Single mobilization to the site unless otherwise indicated.
11. Owner provide adequate electricity, owner provide potable water, owner to provide on-site parking and sufficient storage space for materials and equipment. Utility connections to be adjacent to work area and compatible with ARC's needs.
12. All non-stationary items are to be removed by Owner prior to the start of work unless otherwise noted in Scope.
13. ARC will not be liable for damage to items left in the work area.
14. All HVAC systems within the containment areas must be shut down and locked out by Owner.
15. Proposal based on ARC standard terms and conditions.
16. ARC will employ reasonable efforts to minimize damage to surface and work areas and Owner agrees ARC will not held liable for any damages from the construction of containments required to perform the Scope of Work.
17. Client agrees that ARC has been given permission by the property owner to enter the premises, perform the Scope of Work, use any plans or drawings of the project, and agrees to hold harmless and defend ARC employees, officers and representatives for any and all claims, costs or damages that result from the performance of the Scope of Work in the absence of gross neglect or willful misconduct of ARC or it's representatives. ARC is expressly authorized to sign any required disposal forms on behalf of the Owner or generator of any waste removed from the site.
18. Payment and performance bonds are not included in this proposal.
19. Unforeseen conditions may exist at the worksite and as such the Scope of Work is specific and does not include any such unforeseen conditions or contingencies. Additional work, if required will be priced separately.
20. This proposal may be withdrawn or modified for any reason if not accepted within sixty (60) days from date above.
21. All invoices are due upon receipt and are expected to be paid within 30 days.

Upon acceptance of this proposal client will receive an electronic service agreement. If you have questions regarding this proposal please refer to my contact information below. *No work will commence until the ARC Services Agreement has been fully executed.*

Sincerely,



**ACCEPTED**

Client Email Address

Please indicate your acceptance of this proposal by checking the "Accepted" box, inserting your email address, and returning the proposal to your ARC representative. Upon receipt a Service Agreement will be emailed to the address above for your review and electronic signature.