



## **AGREEMENT/PROPOSAL**

This Agreement/Proposal is made and entered into this 17th, of May 2021 by TMC Shooting Range Specialists Inc. 27008 Cerro Verde ave Valencia, Ca 91355 ("TMC"), and Williamson County Sheriff's Department, collectively the "Parties," For the remediation of spent ammunition from Three rubber media containment areas from outdoor shooting ranges, located at 3901 CR130, Hutto, TX.

The Parties agree as follows:

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

been cleaned from lead projectiles (spent ammunition) all cleaned rubber media will be placed back on containment area (bullet Trap), it will be raked and leveled to range specifications and if applicable we will fill the hopper baffles as needed, if the level of rubber media is low and needs more rubber media TMC can provide new rubber media at an additional cost. TMC can provide recycling service for all spent brass casings and receive monetary compensation for total weight at market price.

5. TMC will clean all hard surfaces, upon completion of workday, as well as work area, as needed using proper equipment (i.e. - HEPA Vacuum, mops, water and cleansing agents.)
6. All spent ammunition recovered from bullet containment area will be placed in containers provided by TMC and shipped from your facility by trucking company or a truck from TMC and at the completion of the project total weight of all material removed a "Bill of lading" will be available to your department for your records also all containers with spent bullets lead projectiles will be removed from you facility at the completion of the project. All spent ammunition will be retained by TMC Shooting Range Specialist Inc,
7. No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or power of customer, the Williamson County Commissioners Court, or Williamson County Judge.
8. Texas Prompt Payment Act Compliance: Payment for goods and services shall be Governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31<sup>st</sup> day after the later of (1) the date customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; (3) the date the Williamson County Auditor receives an invoice for the goods or services. With Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that dose fall on a Saturday or Sunday.
9. Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this contract.
10. Venue and Governing Law: Venue of this contract shall be Williamson County Texas, and The law of the state of Texas shall govern.
11. Right to Audit: TMC agree that licensee or its duty 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 TMC which are directly pertinent to the services to be preformed under this Agreement

for the purposes of making audits, examination, excerpt, and transcription. TMC agrees that licensee shall have access during normal working hours to all necessary TMC facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give TMC reasonable advance notice of intended audits. Licensee shall comply with all TMC security protocols while in TMC facilities.

12. Upon completion of all work in said contract / work TMC will decontaminate all tools And equipment used on job site ( location) to prevent any possible "cross contamination."
13. Contacts for this project: TMC Jose C Torres Sr. (661) 510-3360 Jose C Torres Jr. (661) 510-5894 Cell numbers (661) 257-0179 Fax e-mail [tmcranges@yahoo.com](mailto:tmcranges@yahoo.com) Web-site [www.tmcranges.net](http://www.tmcranges.net)
14. The cost to complete the above described Proposal / Agreement is \$19,900.00 Nineteen Thousand Nine Hundred dollars and no /100 all lead projectiles and spent ammunition Will be retained by TMC, "all unpaid monies for services rendered shall be paid pursuant to the Texas Prompt payment Act as set forth above in paragraph 8."

This Proposal / Agreement is valid for 45 days.

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

15. Any party hereto may cancel this contract upon deliverance of at least thirty (30) days in advance written notice. In addition, at least fifteen (15) days in advance of any notice by The Williamson County Sheriffs Department of its intent to cancel, the contractor must be given a written list of any and all specific job deficiencies which contractor must be allowed to correct within a reasonable specified time before cancellation of this contract. In the event of a properly executed contract cancellation as above prescribed. This Agreement shall be effective on the date written below, "all unpaid monies for services rendered shall be paid pursuant to the Texas prompt Payment Act as set forth above in paragraph 8"

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

By:   
Jose C. Torres, Owner/President  
JMC Shooting Range Specialists Inc.

Date: 6-1-21

By:   
Bill Gravell (Jun 16, 2021 06:41 CDT)  
The Williamson County Sheriff's Department  
Designated Officials Signature

Date: Jun 16, 2021









# Agenda item #13, 06.15.2021, Range Lead Remediation, TMC Shooting Range Specialists

Final Audit Report

2021-06-16

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