

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
ASBESTOS SURVEY
(Children’s Advocacy Center)**

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter “The County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Separation Systems Consultants, Inc.** (hereinafter “Service Provider”), with offices located at 17041 El Camino Real, Suite 200, Houston, TX 77058 (phone: 281-486-1943). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. 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.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement 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.

III.

No Assignment: Service Provider may not assign this contract.

IV.

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.

V.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider shall be capped and not-to-exceed **\$2,505.00** for the specific project. Any changes to this amount must be made by change order or addendum and approved by the Williamson County Commissioners Court. **Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.**

VI.

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 or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the attached Proposal/Statement of Work, dated January 26, 2021, which is incorporated herein as if copied in full.

VII.

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

copied in full) into this Contract include the following:

Service Provider's Proposal/Statement of Work, dated January 26, 2021, which is incorporated herein as if copied in full.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VIII.

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

IX.

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.

X.

Termination: This agreement 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. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.**

XI.

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

XII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific

project and shall terminate upon project completion or when terminated pursuant to paragraph X above.

XIII.

Severability: In case any one or more of the provisions contained in this agreement 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 agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIV.

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 Agreement, 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 Agreement 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 thirty (30) days advance written notice of intended audits and such audits shall be limited to once annually.

XV.

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 the signatures of all parties in duplicate originals this the _____ day of _____, 2021.

WILLIAMSON COUNTY:

SERVICE PROVIDER:

Authorized Signature



Authorized Signature

Exhibit
(Proposal/Statement of Work, dated January 26, 2021)

January 26, 2021

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

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

RE: Children's Advocacy Center Asbestos Survey
Williamson County Children's Advocacy Center
1811 Southeast Inner Loop
Georgetown, Texas 78626
SSCI Project No.: 55023

Mr. Stanfield:

Separation Systems Consultants, Inc. (SSCI) respectfully submits this proposal to perform an Asbestos Survey of the Children's Advocacy Center (CAC) located at 1811 Southeast Inner Loop in Georgetown, Texas 78628 (Site). The Site is identified on the Williamson Central Appraisal District (WCAD) as property ID No. P456434. SSCI understands that the survey is being performed to identify Asbestos Containing Materials (ACM) during renovation activities of the on-site building(s). It is SSCI's understanding that the renovations entail building an add-on to the existing structure. The proposed survey includes identification of ACM within the hallway where the proposed building will connect to the existing building. 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 the buildings on-site. 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 estimates that no more than thirty (30) samples of suspected ACMs will be collected 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 five (5) business day turnaround. Positive stop analysis will be requested at the laboratory. Positive stop analysis means that once a sample has been identified to contain greater than 1% asbestos, the subsequent samples will not be analyzed. The samples will be transported to the laboratory under chain-of-custody procedures.

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

Reporting, Cost, and Schedule

SSCI will provide the services outlined within this proposal for a fixed fee of \$2,505.00. SSCI's invoices are payable upon receipt. SSCI is prepared to begin work upon written notice to proceed. Samples will be analyzed on a standard five (5) business day turnaround timeframe. A final report for the Site will be provided within two (2) weeks from receipt of final laboratory results. A breakdown of the costs is provided in the following table:

Asbestos Survey for Demolition Children's Advocacy Center 1811 SE Inner Loop, Georgetown, TX 78626 SSCI Project No. 55023				
Description	Quantity	Rate	Units	Amount
Asbestos Survey for Renovation				
Principal	1	\$200.00	Hour	\$200.00
Project Manager	2	\$85.00	Hour	\$170.00

Licensed Asbestos Inspector	10	\$75.00	Hour	\$750.00
Asbestos PLM Analysis (5-Day TAT)	30	\$10.00	Each	\$300.00
Vehicle	1	\$95.00	Day	\$95.00
Sub Total				\$1,515.00
Reporting				
Project Manager	2	\$85.00	Hour	\$170.00
Licensed Asbestos Inspector	2	\$75.00	Hour	\$150.00
Environmental Technician	8	\$70.00	Hour	\$560.00
Clerical	2	\$55.00	Hour	\$110.00
Sub Total				\$990.00
TOTAL				\$2,505.00

Reporting, Cost, and Schedule

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

- Right-of-entry will be provided by the client.
- 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 will be completed over the course of one (1) day. More than one (1) day may result in additional fees; and
- No more than forty-five (45) samples of suspected ACM will be collected from the Site for analysis. Greater than forty-five (45) samples will result in additional fees.

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

Sincerely,



Allyson Graziano
 Project Manager

Children's Advocacy Center Asbestos Survey
Williamson County Children's Advocacy Center
1811 Southeast Inner Loop, Georgetown, Texas 78626
SSCI Project No.: 55023

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

Accepted in accordance with the terms and conditions of this proposal 55023:

Authorized Signature

Date

Printed Name

Company (Representative of)