
WILLIAMSON COUNTY
MASTER SERVICES AGREEMENT
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 MASTER SERVICES AGREEMENT (hereinafter “MSA”) 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 “SSCI”), both of which are referred to herein as the parties. The County agrees to engage SSCI as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: SSCI shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. SSCI expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached Proposal being marked as **Exhibit “A,”** which is incorporated herein. SSCI represents that SSCI (including SSCI’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 SSCI shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This MSA shall be in full force and effect as of the date of the last party’s execution below and shall continue for two (2) years, or when terminated earlier pursuant to this MSA, whichever event occurs first.

III.

Consideration and Compensation: SSCI will be compensated based on a fixed sum as set out in **Exhibit “A”**. The not-to-exceed amount shall be Seventy-Five Thousand Dollars (\$75,000.00). A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this MSA.

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 under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to SSCI upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against SSCI for the supplies or products provided or any Services rendered.

IV.

Insurance: SSCI shall provide and maintain, until the services covered in this MSA 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 PERSONPER OCCURRENCE	
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$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	

SSCI, 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 MSA, SSCI shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this MSA.

V.

No Agency Relationship & Indemnification: It is understood and agreed that SSCI shall not in any sense be considered a partner or joint venturer with the County, nor shall SSCI hold itself out as an agent or official representative of the County. SSCI shall be considered an independent contractor for the purpose of this MSA and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this MSA. 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 SSCI or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SSCI 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 SSCI, 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. SSCI 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, SSCI 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 SSCI 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 MSA 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. Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless SSCI for any reason are hereby deleted.

VIII.

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

IX.

Termination: This MSA 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.

X.

Venue and Applicable Law: Venue of this MSA 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 MSA 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 MSA and this MSA shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

Right to Audit: SSCI agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this MSA, have access to and the right to examine and photocopy any and all books, documents, papers and records of SSCI which are directly pertinent to the services to be performed under this MSA for the purposes of making audits, examinations, excerpts, and transcriptions. SSCI agrees that the County shall have access during normal working hours to all necessary SSCI 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 SSCI reasonable advance notice of intended audits.

XIII.

Good Faith Clause: SSCI agrees to act in good faith in the performance of this MSA.

XIV.

No Assignment: SSCI may not assign this MSA without prior written consent.

XV.

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

XIX.

Media Releases: SSCI 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: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). 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 MSA constitutes the entire agreement 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 MSA include the following:

- A. SSCI Proposal, and being marked **Exhibit "A;"**
- B. The cooperative purchasing contract (TIPS Contract 230601); and
- C. 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 MSA 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 MSA.

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 MSA 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:

Authorized Signature

County Judge/Presiding Officer

Date: _____

SEPARATION SYSTEMS CONSULTANTS, INC:

Crystal Luna
Crystal Luna (Aug 28, 2024 08:03 CDT)

Authorized Signature

Crystal Luna

Printed Name

Date: **Aug 28, 2024**

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 29 2024 Time: 11:12 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 28 2024 Time: 8:51 am

**Exhibit “A”
Proposal**

August 21, 2024

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

ATTN: Mr. Daryl Mutz
Phone: (512) 645.4753
E-mail: Daryl.Mutz@wilco.org

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

TIPS Contract 230601
Texas HUB [REDACTED]

Mr. Mutz:

Separation Systems Consultants, Inc. (SSCI) respectfully submits this proposal to perform an Asbestos Survey and Consulting Services before 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, is to be demolished, and the Williamson County and Cities Health District Administrative Offices at 312 S Main Street, to be preserved.

The work will be performed under The Interlocal Purchasing Cooperative System, Consulting and Other Related Services Contract No. 200601, expiration August 31, 2028. This proposal is being provided at the request of Williamson County Facilities Maintenance Division (the Client).

SSCI's proposed services include a project design for abatement activities, daily monitoring and sampling during abatement activities, and an issue project close-out report following the completion of the abatement activities. SSCI's proposed services are provided below.

Asbestos Consulting

SSCI will provide a TDSHS-licensed Asbestos Consultant to write the specifications for the asbestos abatement. 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.

Asbestos Survey and Consulting Services
 Historic Jail Site
 102 W. 3rd Street and 312 S. Main Street
 Georgetown, Texas 78626
 SSCI Project No.: [REDACTED]
 August 21, 2024

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 workspace clearance. 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. A 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 \$23,139.40. 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:

Proposal for Asbestos Consulting Services Health Department Building and Historic Jail 102 W. 3rd Street and 312 S. Main Street Georgetown, Texas 78626				
Description, Line Item	Quantity	Rate*	Units	Amount
Asbestos Consulting - Abatement Specifications/Project Design				
Licensed Asbestos Consultant	8	\$154.35	Hour	\$1,234.80
Senior Project Manager	4	\$164.64	Hour	\$658.56
Clerical	2	\$69.97	Hour	\$139.94
Sub Total				\$2,033.30
Asbestos Consulting - Oversight and Monitoring**				
Senior Project Manager	10	\$164.64	Hour	\$1,646.40
Licensed PM/AMT	150	\$87.47	Hour	\$13,120.50
PCM Analysis- est. 10 per day	150	\$12.00	Each	\$1,800.00
Personal Protective Equipment (PPE)	15	\$85.00	Day	\$1,275.00
Truck, Pickup	15	\$113.19	Day	\$1,697.85
Sub Total				\$19,539.75

Asbestos Consulting - Closeout Report				
Principal	1	\$241.00	Hour	\$241.00
Licensed Asbestos Consultant	6	\$154.35	Hour	\$926.10
Senior Project Manager	2	\$164.64	Hour	\$329.28
Clerical	1	\$69.97	Hour	\$69.97
Sub Total				\$1,566.35
TOTAL - Asbestos Consulting Services				\$23,139.40
* Rate Category corresponds to the line item provided in the SSCI Discounted Rates Table provided under TIPS Contract 200601.				
** The proposed budget assumes 15 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:

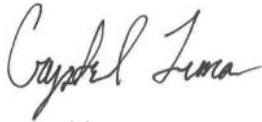
- The client will provide right-of-entry.
- Project meetings with the client or other entities will be limited to one (1) meeting during the performance of the proposed scope of services. Additional meetings may result in additional fees.
- This proposal does not include costs for demolition of the structure.
- 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 fifteen (15) 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.: [REDACTED]
August 21, 2024

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,
Separation Systems Consultants, Inc



Crystal Luna
Lead Environmental Scientist

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 58294:

Authorized Signature

Date

Printed Name

Company (Representative of)