

**TOM GREEN COUNTY  
SERVICES AGREEMENT**

**Description of Services:** See Attachment "A" - Professional Consulting Services for Asbestos Abatement and core sampling at Building 900 - Goodfellow Air Force Base, Texas.

**Date:** 10/05/2016

This Agreement is made and entered into by and between King Consultants, Incorporated, ("Company") and Tom Green County, Texas ("County"), who agree as follows:

**1. SCOPE OF AGREEMENT**

This Agreement incorporates the terms of Company's Proposal dated the day of October 5<sup>th</sup>, 2016, attached hereto. In the event of a conflict among the terms of this Agreement and the attachment, the term most favorable to the County, in County's sole discretion, shall control.

**2. TERM OF AGREEMENT; TERMINATION**

2.1 This Agreement shall be effective upon proper execution by the County. It shall be effective from October 11, 2016, through October 31, 2017. The County reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations.

2.2 The County reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

**3. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between Company and the County and no prior or contemporaneous oral or written agreement shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law.

#### 4. ASSIGNMENT

Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the County.

#### 5. INDEMNITY

*It is agreed for all purposes hereunder, that Company is and shall be an independent contractor and shall not, with respect to their acts or omissions be deemed an agent or employee of County.*

*The indemnity obligations herein shall survive the termination of the contract for any reason and shall survive the completion of the work on the project.*

*Company agrees to indemnify and hold harmless and defend County, its officers, agents and employees, from and against liability for any and all claims, liens, suits, demands and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs, attorneys' fees, expert witnesses' fees, trial consultants' fees, and other reasonable costs arising out of or resulting from Company's work and/or activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from the intentional acts or negligence or breach of any obligation under this Agreement, including all such causes of action based upon the negligent or intentional acts or omissions of Company, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.*

*Company shall procure contractual liability insurance covering its obligations in this section.*

*Company further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees and other persons, as well as their property, while in the vicinity where the improvements are being made. It is expressly understood and agreed that County shall not be liable or responsible for the negligence of Company, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.*

*It is further agreed with respect to the above indemnity, that County and Company will provide the other prompt and timely notice of any event*

***covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect Company or County, and County shall have the right to compromise and defend the same to the extent of its own interests.***

## 6. INSURANCE

### 6.1 AMOUNTS OF INSURANCE

Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

<u>TYPE</u>	<u>AMOUNT</u>
(a) Workers Compensation (where required by State law)	\$500,000 per occurrence
(b) Employer's Liability	\$500,000 per occurrence
(c) Commercial (Public) Liability, including but not limited to:	
1. Premises/Operations	Combined Single Limit for Bodily Injury and Property Damage
2. Independent Contractors	
3. Personal Injury	
4. Products/Completed Operations	
5. Contractual Liability	
	\$1,000,000 per occurrence (insuring above indemnity provisions)
(c) Comprehensive Automobile Liability - to include coverage for:	
1. Owned/Leased Automobiles	Combined Single Limit for Bodily Injury and Property
2. Non-owned Automobiles	
3. Hired Cars Damage:	
	\$1,000,000 per occurrence

### 6.2 OTHER INSURANCE REQUIREMENTS

Company understands that it is its sole responsibility to provide the required Certificates and that failure to timely comply with the requirements of this article shall be a cause for termination of this Agreement.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the office of the Tom Green County Auditor for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Agreement for the County as additional insured shall be primary insurance and not contributing with any other insurance available to County, under any third party liability policy.

Company further agrees that with respect to the above required liability insurances, the County shall:

- (a) Be named as additional insured.**
- (b) Be provided with a waiver of subrogation, in favor of the County.
- (c) Be provided with **30 days** advance written notice of cancellation, nonrenewal, or reduction in coverage (all "endeavor to" and similar language of reservation stricken from cancellation section of certificate).
- (d) Prior to execution of this Agreement, be provided through the office of the Tom Green County Auditor with either their original Certificate of Insurance of their insurance policy evidencing the above requirements.

The insurance requirements set out in this section are independent from all other obligations of Company under this Agreement and apply whether or not required by any other provision of this Agreement.

## 7. PAYMENT AND PERFORMANCE

Payment for services described in this Agreement are to be made as follows: Payment is due timely according to the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

## 8. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW

Any suit or claim or cause of action regarding this Agreement shall be brought in Tom Green County, Texas, as the choice or venue and jurisdiction and site of performance by the parties. The prevailing party in such an action may recover reasonable costs, including costs of court, attorney's fees, expert witnesses' fees, and trial consultants' fee. The parties are encouraged to enter into mediation should a dispute arise during the term of this Agreement, the costs

being shared equally by the parties. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

#### 9. ETHICAL CERTIFICATION

Company certifies that neither it nor any of its agents or employees have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the County.

#### 10. NOTICES

Any notice to be given hereunder by either Party to the other shall be in writing and sent by First Class U.S. Mail, registered or certified, return receipt requested as follows:

To Company:

Name:	<u>King Consultants Inc.</u>
Title:	<u>Glenda King - President</u>
Address:	<u>1205 East 46<sup>th</sup> Street</u> <u>Lubbock TX 79404</u>
Telephone No.:	<u>806-763-6157</u>
Facsimile No.:	<u>806-763-6160</u>

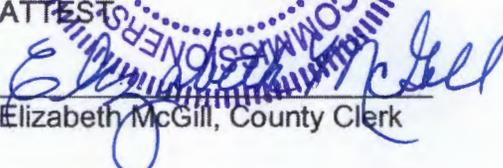
To County:

Name:	Honorable Steve Floyd
Title:	County Judge
Address:	122 West Harris San Angelo, Texas 76903
Telephone No.:	325/653-3318
Facsimile No.:	325/659-3258

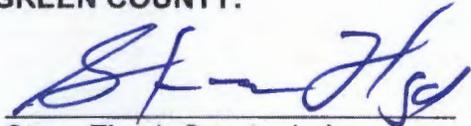
11. EXECUTION OF AGREEMENT

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the expressed provisions of this Agreement.

EXECUTED in duplicate originals by Tom Green County on this the 11<sup>th</sup> day of Oct, 2016.

  
ATTEST  
  
Elizabeth McGill, County Clerk

TOM GREEN COUNTY:

By:   
Steve Floyd, County Judge,  
Tom Green County, acting in his official  
capacity as County Judge and not  
individually

EXECUTED in duplicate originals by Stephen C. Floyd  
on this the 11<sup>th</sup> day of October, 2016.

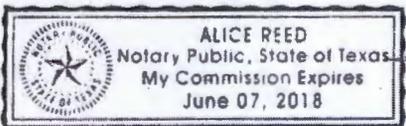
  
Elizabeth McGill  
County Clerk  
Tom Green County, Texas

COMPANY:

By: Name: Glenda King  
Company: King Consultants, Inc.

STATE OF TEXAS §  
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the 5<sup>th</sup> day of October, 2016, by Glenda King, on behalf of King Consultants, Inc.

  
ALICE REED  
Notary Public, State of Texas  
My Commission Expires  
June 07, 2018  
  
Notary Public, State of Texas



1205 E. 46th Street  
Lubbock, Texas 79404  
(806) 763-6157  
1-800-658-6018

October 5, 2016

Tom Green County  
Attn: Don Killam, Construction Project Manager  
111 West Beauregard Avenue  
San Angelo, Texas 76903  
[don.killam@co.tom-green.tx.us](mailto:don.killam@co.tom-green.tx.us)

## ATTACHMENT "A"

RE: **Professional Consulting Services for asbestos abatement and an estimate for core sampling to identify quantity of flooring material in Building 900 located at Goodfellow Air Force Base.**

Dear Mr. Killam:

Thank you for the opportunity to submit an estimate for providing asbestos-related consulting services. The scope of services King Consultants, Inc. (KC) proposes to perform on the project is as follows:

### I. PROJECT DESIGN/SPECIFICATIONS

- Utilize licensed/accredited individuals to design asbestos abatement specifications.
- Prepare drawings of project areas for inclusion in specifications.
- Conduct site reviews/inspection as necessary to design project and prepare specifications.
- Prepare bid documents for the project.

### II. PROJECT ADMINISTRATION/COMPLIANCE MONITORING

- Act as Tom Green County's full time project representative throughout the abatement project and coordinate project with all staff.
- Conduct pre-construction conference with selected Contractor prior to beginning work.
- Utilize licensed/accredited individuals to conduct full-time monitoring of the activities of the Contractor throughout the project.
- Coordinate activities of Contractor, General Contractor, Construction Management Team, air monitoring technicians, etc., required for the project.
- Help insure compliance with all state and Federal laws regulating asbestos abatement/demolition projects.
- Document project activities for Tom Green County's records.
- Review, verify and approve Applications for payment from the Contractor prior to payment by Tom Green County.
- Evaluate all bids received from Abatement Contractors.
- Review Abatement Contractor's pre and post job submittals.
- Review required ten (10) day notification

## ENVIRONMENTAL SPECIALISTS

BEDFORD  
805 FOREST RIDGE, SUITE 107  
76022  
817.354.9890

SAN ANGELO  
324 WEST 26TH STREET, STE. B  
76901  
325.944.0931

**III. AIR MONITORING ACTIVITIES**

- Utilize NIOSH-582 trained and licensed/accredited individuals to collect air samples.
- Complete detailed daily air sampling analytical sheet showing location, volume, and other pertinent data for each air sample.
- Collection and archiving of PCM baseline samples for project documentation and contractor's reference prior to beginning project.
- Collection and analysis by a licensed/accredited laboratory of PCM area samples included with full-time project administration.
- Collection of PCM final clearance samples as required by all regulatory agencies.
- Review and/or interpretation of analysis results.
- Collection and preparation of appropriate documentation for Tom Green County's records.

**IV. Asbestos Inspection/Survey**

- Utilize Texas-licensed individuals, as required by the Texas Department of State Health Services (TDSHS), to conduct inspection and sampling on all facilities as directed by Tom Green County.
- Conduct sampling of each suspect material in a random manner in accordance with TDSHS recommended protocol.
- Quantify (square/linear feet) all materials into homogeneous areas
- Review any existing asbestos surveys or inspections
- Preparation of Chain of Custody for shipping of bulk samples to an independent laboratory.

**V. Report**

- Utilize Texas-licensed Consultant, as required by the Texas Department of State Health Services (TDSHS), to prepare report
- Utilize Texas-licensed Consultant or Management Planner, as required by the Texas Department of State Health Services (TDSHS), to prepare an Operations and Maintenance Plan (O&M)
- Provide homogeneous area report that includes Asbestos Containing Building Materials (ACBM), condition of materials, quantity of materials and estimated abatement cost.
- Provide information describing all Government, State and Local laws as they apply to ACBM.

**VI. FEES**

This is an approximation only:

Specifications	\$ 750.00
Project Managing/ Air Monitoring (per day)	\$ 700.00
Asbestos Inspection and report for core sampling	\$ 750.00
<b>Total Estimated Cost</b>	<b>\$2,200.00</b>

We trust this estimate answers all the questions you might have regarding our activities on this project. If you should have any questions or require additional information, please contact me at 806-763-6157.

Sincerely,

  
Jace Hassoldt  
Consultant

  
Authorized Representative

10-11-16.  
Date

To accept this proposal please sign and return to our office via email to [ranthony@kingcompanies.net](mailto:ranthony@kingcompanies.net) or by fax 806-763-6160.