

November 8, 2011

County Judge Mike Brown
Tom Green County
122 West Harris
San Angelo, Texas 76903

Phone: 325-653-3318
Email: mike.brown@co.tom-green.tx.us
don.killiam@co.tom-green.tx.us

Re: Fungal Remediation/Asbestos Abatement
112 West Beauregard, Basement
San Angelo, Texas 76903
Terracon Proposal PA4110214

Dear Judge Brown:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide a Post Remediation Verification (PRV) evaluation, and asbestos abatement specification, project oversight, and final clearance monitoring, during fungal remediation and asbestos abatement at the above referenced location.

A. Project Information

A previous fungal contamination evaluation conducted by Terracon documented regulated quantities of fungal growth on various exterior plaster walls, vinyl wallpaper on exterior walls, and interior gypsum wallboard walls in the basement. Additionally, Terracon conducted an asbestos survey, and identified asbestos containing mastic associated with the glue down carpet and the 12" x 12" floor tile in the basement. The fungal remediation and asbestos abatement must be conducted in accordance with the state regulations identified in the Texas Mold Assessment and Remediation Rules (TMARR), and the Texas Asbestos Health Protection Rules (TAHPR).

B. Scope of Services

The work will be performed under the attached Supplemental Agreement.

- Terracon will prepare a Fungal Remediation Protocol (FRP), in accordance with the TMARR, for the basement based on the initial site visit to document visible fungal contamination and the extent of moisture intrusion. The FRP will identify the areas



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Geotechnical



Environmental



Construction Materials



Facilities

requiring fungal remediation, the visual and analytical clearance criteria for the project and moisture mitigation recommendations.

- Terracon will prepare a Scope of Work for Asbestos Abatement, in accordance with TAHPR, based on the asbestos survey conducted October 4, 2011. Terracon will assist the County with the bid process, and prepare the bid documentation for the prospective asbestos contractors.
- Terracon will provide project oversight/on-site air monitoring as required by the TAHPR during the asbestos abatement, and collect the required final air clearance samples and analyze the samples on-site by Phase Contrast Microscopy (PCM) in accordance with the National Institute of Occupational Safety and Health (NIOSH) Method 7400.
- Terracon will conduct a Post Remediation Verification (PRV) inspection and air sample collection to ensure the clearance criteria for the project have been achieved. A Certificate of Mold Remediation (CMR) from the Texas Department of Insurance will be included as an Appendix in the final PRV report.
- Once the project is completed, Terracon will prepare a final project report and provide two (2) copies to the Client. The final project report will include a description of the project, asbestos/fungal air monitoring results, and a review of the Abatement/Remediation Contractor's documentation which will include waste disposal manifests, worker documentation, and all project submittals.

Methodology

Terracon will develop a site specific fungal remediation protocol document for the removal and disposal of the water impacted construction materials in the basement. The fungal remediation protocol documents will define remediation practices, procedures and post-remediation inspection protocols. The specifications will be prepared by a Texas Department of State Health Services (TDSHS) licensed Mold Assessment Consultant in accordance with the TMARR.

A State of Texas licensed asbestos consultant will prepare a site specific Scope of Work for Asbestos Abatement in the basement.

Once the asbestos abatement/fungal remediation contractor is selected a project schedule will be developed through discussions with the contractor and Tom Green County.

Terracon will provide a State of Texas licensed asbestos consultant (AC) and project manager (PM) for the duration of the abatement project. Terracon's AC and PM will

coordinate and provide documentation of the abatement activities and air monitoring results for the duration of the abatement project.

The PM will be on-site during the abatement project to perform on-site air monitoring, which includes analysis of up to 8 air samples per 10-hour shift (portal to portal). The PM will also perform on-site inspection services during the asbestos abatement to evaluate the regulated work area for compliance with project specifications and State/Federal regulations.

Once the abatement is completed, the PM will perform a final visual inspection of the abated areas and conduct aggressive air clearance sampling in accordance with current Texas Department of Health regulations. Air samples collected during the project will be analyzed by Phase Contrast Microscopy (PCM) in accordance with the National Institute for Occupational Safety and Health (NIOSH) Method 7400.

A Post Remediation Verification (PRV) evaluation will be conducted upon completion of the fungal remediation. The PRV will include a visual inspection, in accordance with TMARR, to determine if residual, visible fungal contamination has been removed. The objective of the visual inspection will be to evaluate building areas that were remediated and determine compliance with the Fungal Remediation Protocol documented in Terracon report 94117627. In addition, air sampling will be conducted following the completion of fungal remediation in each work area. Total bioaerosols (fungal) will be collected following fungal remediation operations with a Buck Aire Personal Spore Trap or equivalent, calibrated at a flow rate of 15 liters/minute. Samples will be collected from the indoor environment and from the outdoor environment to provide comparative results in accordance with the clearance criteria established in the referenced Terracon report 94117627. Terracon will collect up to 10 representative total bioaerosol samples in the basement, and 2 representative total bioaerosol samples in the outdoor environment for the Post Remediation Verification evaluation. The samples and chain of custody (COC) will be submitted to a Texas state licensed Mold Analysis Laboratory.

Terracon will not be responsible for the contractor's activities related to site safety during the project. If Terracon identifies safety concerns at the site the Client will be notified of the concern and it will be the Contractor's sole responsibility to correct the deficiency at their expense.

Schedule

The above scope of services may begin upon receipt of the executed Agreement and after state notification requirements are achieved.

Conditions

Items to be provided by the Client include:

- The legal right-of-entry to conduct the assessment.
- A building management representative during inspections of occupied areas.
- Any restrictions or special access requirements regarding the site shall be made known to Terracon prior to site mobilization.
- Any known environmental conditions at the site (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization.

Report

Terracon will prepare a written report describing the sampling methodology, a description of the project, and the results of the fungal remediation/asbestos abatement air sampling results. Terracon will compare sampling results and site measurements to consensus standards and guidelines and provide recommendations for additional assessment or remedial actions considered warranted by sampling results and site observations. Unless otherwise instructed, two (2) copies of the final report will be submitted to the address indicated herein. The final report will be submitted to the client within ten (10) working days of the receipt of the laboratory results.

Reliance

The fungal remediation and asbestos abatement reports will be prepared for the exclusive use and reliance of Tom Green County. Reliance by any other party is prohibited without the written authorization of Tom Green County and Terracon.

If the client is aware of additional parties that will require reliance on the fungal remediation and asbestos abatement reports, the names, addresses and relationship of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon will grant reliance on fungal remediation and asbestos abatement reports to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request). If, in the future, the client and Terracon consent to reliance on fungal remediation and asbestos abatement reports by a third party, Terracon will grant reliance upon receipt of a fully executed Reliance Agreement and receipt of an additional fee of \$250.00 per relying party.

Reliance on the fungal remediation and asbestos abatement reports by the client and all authorized parties will be subject to the terms; conditions and limitations stated in the Agreement for Services (and sections of this proposal incorporated therein), the Reliance Agreement, and the report.

C. COMPENSATION

The estimated fees for the services described above are presented in Table 1.0.

Table 1.0

ESTIMATED TOTAL PROJECT COST	
DESCRIPTION	COST
Asbestos Abatement Design	\$ 1,500.00
Project Management (bid solicitation, walkthrough, close out reports)	\$ 90.00 per hour
On-site Project Management/Air Monitoring	\$ 575.00 per day
Meals /Lodging	\$ 130.00 per day
Over time on-site Project Management (if required)	\$ 90.00 per hour
Mileage	\$ 0.63 per mile
Additional Expenses (if necessary)	Cost + 15%
Estimated Asbestos Consulting Fees	\$ 28,500.00¹
Senior Environmental Professional, Post Remediation Verification	\$ 2,240.00
Environmental Professional, Report	\$ 680.00
Travel Expenses, Mold Assessment Consultant	\$ 400.00
Estimated Mold Assessment Consulting Fees	\$ 3,320.00²

¹ Assumes an estimated time frame of 30 working days. If the project exceeds the estimated time frame, then additional fees will apply in accordance with the provided fee schedule.

² Fee is based on conducting a single Post Remediation Verification evaluation during a single site visit after completion of the fungal remediation phase of the project.

If this Scope of Services meets with your approval, work may be initiated by signing the notice to proceed and returning a copy of this proposal to our Midland, Texas office. Project initiation may be expedited by faxing a copy of the signed Notice to Proceed to Brandy Arnold at (432) 684-9600 or by email to blarnold@terracon.com.

The terms, conditions and limitations stated in the Supplemental Agreement (and sections of this proposal incorporated therein) shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within sixty (60) days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give me a call.

Sincerely,

Terracon Consultants, Inc.



Robert Garrison, CIAQP
Department Manager, Indoor Air Quality
Mold Assessment Consultant # 0107
Expiration 11-10-2012 *for Robert Garrison*



Brandy Arnold
Project Manager, Asbestos

Kyle Burroughs
Principal

Attachment: Supplemental Agreement

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Tom Green County ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Tom Green County Courthouse Basement Renovation, 112 West Beauregard, San Angelo, Texas project ("Project"), as described in the Project information section of Consultant's Proposal dated November 8, 2011 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$25,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

Agreement Reference Number (Terracon Proposal or Project Number):PA4110214

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, Independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Consultant so Consultant can perform these Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.
- 18. Termination.** Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

Consultant: **Terracon Consultants, Inc.**
 By: [Signature] Date: 11/8/11
 Name/Title: **Barrett W. Bole P.G. / Office Manger**
 Address: **1211 West Florida Ave.**
Midland, Texas 79701
 Phone: **432.684.9600** Fax: **432.684.9608**

Client: **Tom Green County**
 By: [Signature] Date: 11-15-11
 Name/Title: **Judge Mike Brown** Steve Floyd
 Address: **138 West Harris** Judge Protem
San Angelo, Texas 76903
 Phone: **325.659.6505** Fax: _____

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