

ROOF SAMPLING AUTHORIZATION

Terracon Consultants, Inc. has been requested by the building owner, to sample the currently installed roofing materials for determination of the presence of asbestos containing materials. The sampling and analysis is being conducted in anticipation of the planned renovations.

As part of the sampling procedure, it may be necessary for Terracon to cut into the roofing materials and remove the materials down to the roof deck or underlying substrate. Terracon will repair the roof by applying temporary patching at the sample locations. The Client, building owner and occupants should understand that sampling of the roofing materials by cutting into these materials may void roof warranties that may be currently in effect. Terracon's patches are only temporary in nature and we recommend that the sample locations be permanently patched by a qualified roofing contractor and/or by a roofing contractor approved by the current warranty holder. Terracon will not be responsible for leaks or damage as a result of the sample locations not being permanently patched.

Your acknowledgement of the proposed sampling is requested below.

- I have read the above and will allow sampling of the roofing materials.
 I have read the above and will not allow sampling of the roofing materials.

Turner Bldg.
Building Name or Address

Tom Green County
Building Owner Name / Entity

Stephen C. Floyd
Printed Name of Authorized Person

[Signature]
Signature of Authorized Person

1-28-14
Date





January 21, 2014

Tom Green County
Facilities Maintenance
138 West Harris
San Angelo, Texas 76903

Attn: Mr. Don Killam
P: 325-659-6505
F: 325-659-6400
E: don.killam@co.tom-green.tx.us

Re: Asbestos Consulting Services
Judge Edd B. Keyes Annex Building
113 West Beauregard Avenue
San Angelo, Texas,
Terracon Proposal No.: PAR130156

Dear Mr. Killam:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide asbestos consulting services regarding the removal and disposal of the confirmed asbestos containing materials identified in Terracon's asbestos survey report dated April 4, 2012 (Terracon Project No. A4127024). The abatement will be conducted throughout the sub-basement, basement, first floor and second floor of the Judge Edd B. Keyes Annex building located at 113 West Beauregard Avenue in San Angelo, Texas.

An outline of Terracon's general scope of services, budget and schedule for this project is provided in the following sections:

A. PROJECT INFORMATION

Terracon's understanding of this project is summarized below. Please review the following and notify us if any of these understandings are incorrect.

Based on the information provided the abatement will be conducted in two phases. Phase I will consist of the sub-basement, basement and first floor, and Phase II will consist of the second floor. In addition, Phase II will not begin until the renovation of the first floor is complete. The abatement will consist of the removal and disposal of the confirmed asbestos containing materials in the building as identified in Terracon's previously referenced survey report. The materials to be abated consist of pipe insulation, duct wrap, textured drywall, floor tile and mastic and resilient sheet flooring.



Terracon Consultants, Inc. 5827 50th Street, Suite 1 Lubbock, Texas 79424
P [806] 589-4055 F [806] 797-0947 terracon.com

Geotechnical ■ Environmental ■ Construction Materials ■ Facilities

B. SCOPE OF SERVICES

Based on our understanding of project requirements, the following scope of services is proposed.

Asbestos Abatement Design

Terracon will develop a site-specific asbestos abatement plan and technical specifications for the removal and disposal of the ACM previously identified in the above referenced facility. The specifications will be developed in accordance with applicable local, state or federal regulations. The specification document will be prepared by a State of Texas licensed asbestos consultant and will include the following:

- Project scope of work
- Materials to be used during the project
- State, EPA, OSHA regulations and any other applicable Federal, State and local government regulations pertinent to asbestos removal, encapsulation and disposal.
- Contractor submittals such as certifications, work plans, notifications, disposal arrangements and worker training documents
- Worker protection requirements
- Work area preparation procedures
- Asbestos removal methods to be followed
- Work area decontamination/cleaning procedures
- Final clearance requirements
- Waste disposal procedures

The specification will be prepared and provided to the client in an electronic format. Terracon will conduct a pre-bid walkthrough at the site with TDSHS licensed asbestos abatement contractors. Terracon will receive the bids and prepare a bid summation report and make a recommendation for contractor selection. Please note that Terracon's plans and specifications may not be used by another consultant or consultant agency to monitor the project without prior written permission from Terracon.

Project Consulting

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.

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.

The PM will be on-site during the abatement project to perform on-site air monitoring, which includes analysis of up to 10 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 EPA Asbestos Health Emergency Response Act (AHERA), EPA National Emission Standards (NESHAP) and TDSHS 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.

Final Close-Out Report

At the conclusion of the project, Terracon will prepare a final project report. The final project report will include a description of the project, and results of the air sampling program.

Conditions

Items to be provided by the client include the following:

- The client must provide timely right of entry to conduct the described services, as well as access to building interiors.
- If there are any restrictions or special requirements regarding the site, these should be made known to Terracon prior to commencing the site work.
- The results of all prior asbestos surveys should be provided for inclusion in the abatement project design.

Schedule

Terracon will coordinate the project timeline and schedule with an executed Agreement for Services. Terracon will coordinate with the contractor to submit the ten day notification to the TDSHS upon receipt of the executed Agreement for Services.

C. COMPENSATION

Terracon will conduct the above-described scope of services for the following fees:

ESTIMATED TOTAL PROJECT COST	
DESCRIPTION	COST
Asbestos Abatement Design (Basement, First and Second Floor), includes Bid Solicitation and Pre-Bid Walkthrough	\$ 3,300.00
Phase I: Basement and First Floor	
On-site Inspection and Air Monitoring – Weekdays (15 days @ \$1,000.00 per 10 hour day)	\$ 15,000.00 ¹
Project Management (25 hours @ \$120.00 per hour)	\$ 3,000.00 ¹
Phase II: Second Floor	
On-site Inspection and Air Monitoring – Weekdays (30 days @ \$1,000.00 per 10 hour day)	\$ 30,000.00 ¹
Project Management (45 hours @ \$120.00 per hour)	\$ 5,400.00 ¹
Final Project Closeout	\$ 1,700.00
Total	\$ 58,400.00²

¹ - Based on Vanco Insulation's estimate of forty-five (45) 10-hour working days to complete abatement. Additional days on site will be invoiced at the quoted daily rate and subject to additional Project Management fees. Hours on site in excess of 10 hours/day will be invoiced at \$75.00 per hour. Any additional days or hours will be approved by Client in writing.

² - This fee estimate does not include the Notification Fees directly invoiced by TDSHS.

Terracon's invoice will be submitted to the client address on a monthly basis. If conditions are encountered at the site requiring significant changes in the scope of services that Terracon does not have knowledge of or that Terracon should not be reasonably aware of, you will be contacted for discussion and approval of such changes before we proceed.

If this Scope of Services meets with your approval, work may be initiated by returning a signed copy of the Agreement for Services to our Lubbock, Texas office. Project initiation may be expedited by forwarding a copy of the signed Agreement for Services to Adam Finger via electronic mail at agfinger@terracon.com or fax at (806) 797-0947.

The terms, conditions and limitations stated in the 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. In addition to asbestos services, our professionals provide geotechnical, environmental, construction materials, and facilities services on a wide variety of projects locally, regionally and nationally. For more detailed information on all of Terracon's services please visit our web site at www.terracon.com. If you have any questions or comments regarding this proposal or require additional services, please contact the undersigned.

Sincerely,
Terracon Consultants, Inc.



Adam G. Finger

Project Manager

TDSHS Asbestos Inspector License #60-3088

TDSHS Asbestos Project Manager License #50-1530



For: Kyle Burroughs

Principal

TDSHS Asbestos Consultant License #10-5095

Attachment: Agreement for Services

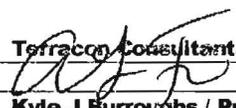
AGREEMENT FOR SERVICES

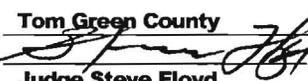
This **AGREEMENT** is between Tom Green County ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Asbestos Consulting Services, Tom Green County, Keyes Annex Building project ("Project"), as described in the Project Information section of Consultant's Proposal dated 12/13/2013 ("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. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. 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/ Termination.** 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. 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.
- 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. Fees do not include sales tax. Client will pay applicable sales tax as required by law. 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 ASSOCIATED RISKS. 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 CONSULTANT'S 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. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, 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 claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be 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. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. 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. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, 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.

- 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 Texas 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 requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's 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.

Consultant: Terracon Consultants, Inc.
 By:  Date: 1/21/2014
 Name/Title: Kyle J Burroughs / Principal For:
 Address: 5827 50th St. Suite 1
Lubbock, TX 79424
 Phone: (806) 300-0140 Fax: (806) 797-0947
 Email: kjburroughs@terracon.com

Client: Tom Green County
 By:  Date: 1-28-14
 Name/Title: Judge Steve Floyd
 Address: 113 West Beauregard
San Angelo, TX 76903
 Phone: (325) 659-6505 Fax: _____
 Email: _____

Reference Number: PAR130156