



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](mailto:don.killam@co.tom-green.tx.us)

Re: Asbestos Survey  
Judge Edd B. Keyes Annex Building  
113 West Beauregard Avenue  
San Angelo, Texas  
Terracon Proposal No. PAR140007

Dear Mr. Killam:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to perform an asbestos survey of the building located at the above referenced address. The purpose of the survey activities are to identify and quantify the accessible asbestos containing materials (ACM) that may be impacted by the proposed renovation that would impact the exterior of the building.

#### A. PROJECT INFORMATION

All work will be performed under the attached Agreement for Services. Terracon understands that the asbestos survey will be performed on the exterior of the building, including the roof.

#### B. SCOPE OF SERVICES

Terracon will mobilize one or more State of Texas licensed asbestos inspectors to conduct an asbestos survey as required by the Texas Asbestos Health Protection Rules (TAHPR) and the US Environmental Protection Agency (USEPA) regulation 40 CFR Part 61, National Emissions Standards for Hazardous Air Pollutants (NESHAP) which require the survey of a building for ACM prior to any scheduled renovation or demolition activities. Terracon will conduct a visual assessment of the building to identify materials suspected of containing asbestos (suspect ACM) such as thermal system insulation, surfacing materials, and miscellaneous materials (e.g., floor tiles). Suspect materials will be physically assessed for friability and evidence of damage or degradation. Samples of

Terracon Consultants, Inc. 5827 50<sup>th</sup> St, Suite 1 Lubbock, Texas 79424

Environmental

Facilities

Geotechnical

Materials

suspect ACM will be collected for laboratory analysis. Bulk sample collection will be conducted in general accordance with the protocols outlined in USEPA 40 CFR 763.86.

It should be understood that in order to obtain samples of materials it may be necessary to perform semi-damaging sampling (i.e., remove an approximate 1' x 1' section of floor tile, texture, wall board, etc.) which may require touch-up repair or painting. Terracon will not be responsible for the repair or touch-up of sample locations, if required. Furthermore, Terracon does not perform sampling which involves demolition or destructive type activities (i.e., knocking hole in walls to access and sample possible materials, dismantling equipment or protective coverings, etc.). Only materials which are readily accessible will be evaluated. Terracon understands that the roof will be included in the scope of the survey. If roof sampling is requested by the Client, the Client must agree to defend and hold Terracon harmless from subsequent liability and damages that may result. Terracon will apply temporary patching to roof sample locations, but it is recommended that a roofing contractor be obtained to repair areas damaged by Client-requested roof sampling.

Any materials hidden or not readily accessible (i.e., piping in walls, hidden insulation treatments, materials under carpet, etc.) may not be assessed in this survey; however, Terracon will perform a certain degree of effort to access suspect materials within known areas (i.e., crawl spaces), provided these areas are not classified as confined spaces, or deemed to be a health or safety risk to the inspector.

Currently, it is anticipated that up to 45 samples may be obtained. It is estimated that the on-site survey will take approximately one day to complete. Please note the number of samples to be collected will depend on the homogeneous materials identified. Current TDSHS and EPA regulations require that a minimum number of samples from each homogeneous area be obtained in order to characterize a material as non-ACM.

The samples collected will be analyzed for asbestos content by Polarized Light Microscopy (PLM), using the "Interim Method of the Determination of Asbestos in Bulk Insulation Samples". The percent of asbestos, where applicable, will be determined by visual estimation. Normal turnaround time for sample analysis is 5 working days; sample turnaround time may be reduced for an increased sample analysis cost.

A laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), will analyze bulk material samples by visual estimation using polarized light microscopy (PLM). When PLM sample results are greater than zero but less than 10% asbestos, USEPA NESHAP regulations outline that the sample may be re-analyzed using the more accurate quantitative point counting technique, or that the material be considered ACM and subject to NESHAP regulations. Point Count and/or Transmission Electron Microscopy will not be performed as part of this scope of work, unless otherwise directed by the client.

## Schedule

The above scope of services may begin within 5 working days following receipt of the executed Agreement of Services. The final report will be submitted to the client within 10 working days of the receipt of the analytical results.

## Conditions

Items to be provided by the Client include:

- The legal right-of-entry to conduct each 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,
- Client will provide, if available, building plans in AutoCAD format,
- 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 and the results of the survey. The report will describe the number, type and location of building material samples collected the analytical results, the estimated quantity, the condition of materials identified as ACM. No drawings depicting the location and extent of ACM or estimates of ACM removal costs will be provided unless specifically requested in advance by the client. Unless otherwise instructed, one (1) electronic copy of the final report will be submitted to the email address indicated herein.

## Reliance

The asbestos survey report 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 asbestos survey report, 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 the asbestos survey report 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 the asbestos survey report 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 asbestos survey report 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 services described above will be performed for a lump sum fee of \$2,625.00. This fee assumes a single site mobilization, standard PLM analysis of up to 45 bulk material samples and a final report. Additional samples, if required, will be invoiced at \$15.00 each.

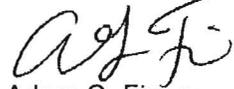
Terracon's invoice will be submitted to the address appearing above upon completion of the proposed services. If conditions are encountered at the site requiring significant changes in the scope of services or a significant increase in the anticipated number of samples which will increase the cost of the survey, 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 G. Finger via electronic mail at [agfinger@terracon.com](mailto:agfinger@terracon.com) or fax at (806) 797-0947.

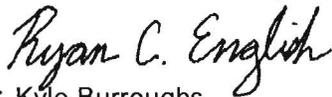
The terms, conditions and limitations stated in the Agreement (and sections of this proposal incorporated therein), shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within sixty (60) days from the proposal date.

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](http://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 No. 60-3088



For: Kyle Burroughs  
Principal  
TDSHS Individual Asbestos Consultant, License No. 10-5095

Attachment: Agreement for Services

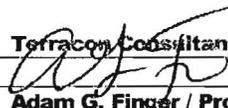
## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Tom Green County ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Exterior Asbestos Inspection, Tom Green County, Keys building project ("Project"), as described in the Project Information section of Consultant's Proposal dated 01/15/2014 ("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 \$10,000 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: **Adam G. Finger / Project Manager**  
Address: **5827 50th St. Suite 1**  
**Lubbock, TX 79424**  
Phone: **(806) 300-0140** Fax: **(806) 797-0947**  
Email: **agfinger@terracon.com**

Client: **Tom Green County**  
By:  Date: **1-28-14**  
Name/Title: **Judge Steve Floyd**  
Address: **138 W Harris**  
**San Angelo, TX 76903**  
Phone: **(325) 659-6505** Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Reference Number: PAR140007