



FLINT INSPECTION CONSULTING SERVICES, INC

538 DOVE LANE, WICHITA FALLS, TEXAS 76305

January 14, 2022

Commissioner Chase Broussard
Clay County Commissioners Court
214 N Main St.
Henrietta, TX 76365

Re: Asbestos Containing Building Materials Inspection Services of 205 N Ridge St., Henrietta, TX

Flint Inspection Consulting Services, Inc. will provide services that are compliant with current state and federal requirements and guidelines. Building material assessments will be made of the facility area to be inspected.

The work will consist of a physical examination of each component of the facility to determine locations where suspect building materials may be present. Aggressive and non-aggressive sampling will be conducted of suspect building materials found at facility. In areas where there are layers of materials, a small area will be opened or cored to determine what underlying materials are present.

The suspect materials will be categorized, assessed, and sampled. Adequate number of samples will be collected to meet all applicable Federal and State requirements. All samples collected will be submitted to a licensed laboratory for analysis.

The findings will be submitted to you in a descriptive report that addresses the location and condition of asbestos containing materials, and recommendations for the management or remediation of the materials.

An estimate for the total removal of verified asbestos containing materials will be developed as a decision-making tool. If the decision to proceed with abatement as needed, additional project specific estimates will be developed at no additional charge.

A report will be issued for the facility components to be demolished. A second inspection report will cover all buildings on the facility. The final reports will consist of one digital copy in PDF format. Hard copies are available upon request.

The fee for the service is **\$1,000.00**. This price is based upon the building areas being available for all onsite services to be performed during a two to three trips. This fee includes all associated lab cost, all labor, travel and per diem. The work should be completed and a report that includes assessment, management options, removal estimates, shop drawings, photographs and laboratory analysis reports will be submitted for your use. It is estimated that if all areas are released, that final reports will be submitted within one to three calendar weeks from the time a notice to proceed has been issued.

PHONE: (940) 569-4876

FAX: (866) 469-0378

File: 205 N Ridge St Henrietta TX ACM Insp Proposal 1-6-22

Scope of Asbestos Survey And Exclusions:

The scope of the survey will be to determine the presence of asbestos containing materials in the inspected building section. All materials showing any trace of asbestos content are reported as an asbestos containing material. Materials containing one percent or less of asbestos are legally non-asbestos containing materials. They are still covered under OSHA regulations for worker exposure to asbestos. It is the opinion of this inspector that all materials containing any trace of asbestos should be reported as having asbestos content for the client's awareness of its presence.

This survey will be limited to only to materials that are readily accessible for sampling. Destructive sampling will not be conducted to access inaccessible components of the building except where deemed necessary for the identification of building materials and content. Permission must be granted by the building owner representative before destructive sampling is conducted.

The sampling process requires the collection of small pieces of suspect building materials. As much as possible, samples will be collected discreetly in areas where the resulting hole is not visible. Patching or replacement of materials is not included in the presented pricing.

Roofing systems will be sampled in a manner that will limit increasing leaks. Roofing systems are part of the materials listed under the NESHAP regulations as Category I materials. These materials are listed under the exemptions of said regulation. Building Owners and Contractors should assume that all roofing may contain asbestos fibers and manage the material accordingly.

Sealed HVAC Systems were not assessed as to investigate the components require the opening and alteration of the unit. Such services require a current licensed HVAC contractor. This service was not structured in the pricing for our services.

Live electrical systems of the building were not assessed. Due to immediate danger to the Inspector and that a Licensed Electrician were not covered in the pricing for our services is why they were not assessed. Electrical breaker boxes and cable runs, enclosed chases in walls and floors and other inaccessible areas of the building should receive further investigation prior to the demolition or renovation of this building or any section thereof that might affect these systems.

All fiberglass insulation, foam insulation products, solid metal products, solid wood products, and masonry slabs, blocks, bricks and grout are exempt materials that do not require sampling at the inspector's discretion. This exemption will be utilized for this survey.

All materials detected during demolitions or renovations that are not listed, as being sampled on the Chain of Custody Forms and analytical result sheets should be sampled immediately prior to disturbance. All additional samples and assessments are to be conducted by properly licensed individuals.

The survey conducted on the buildings will be an investigative survey. However, salient materials may exist in the building, which are not detected in the survey of the building. Any such material should be sampled and assessed by properly licensed individuals.

This survey report is for the identification of asbestos containing materials in the building area only. This report does not address additional environmental hazards that may be present in this facility.

This document is for the identification of materials that contain asbestos fibers. All determination of asbestos content is based upon the analysis of the laboratory. This inspector and firm are not liable for the accuracy of the analytical data.

This document does not supersede the requirements for the development of a management plan, operation and maintenance program or project specification design for the management, repair or removal of asbestos containing materials.

All measurements and quantities are approximate. Measurements should be verified prior to the implementation of remediation activities.

Additional materials not assessed during the inspection but found during renovation within one year of the acceptance will be assessed and sampled at no additional charge. This will be in effect for one year from the date of acceptance of this proposal.

No additional warranties are granted or implied.

You will be required to verify acceptance of our proposal before the work will be started. We will need detailed billing, shipping and contact information for the delivery of all reports and invoices. Payment for services is required upon the completion of our work and submission of reports has been made.

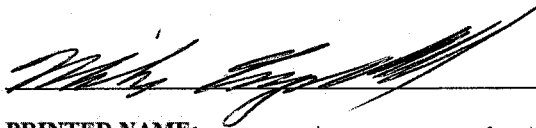
We appreciate the opportunity to provide professional environmental related services for your project. Should you have any questions or require any additional information, please do not hesitate to contact me. I will be your direct contact throughout the entire project. You may reach me by the following means:

Sincerely,



L. Flint Skaggs, Owner / Primary Consultant, flintskaggs@gmail.com

PROPOSAL IS ACCEPTED AS PRESENTED:



DATE: 1/17/2022

PRINTED NAME:

MIKE CAMPBELL

ADDITIONAL BILLING AND CONTACT INFORMATION:

PAYMENT TERMS: Flint Inspection Consulting Services, Inc., fee is based on the scope of services described in the attached proposal and subject to the attached Terms and Conditions, is payable upon receipt unless otherwise noted on the invoice. If invoice is to be mailed to someone other than the account charged for approval, please indicate above. Invoices will be issued for services rendered during proceeding Accounting Period (progress billing) and will be sent at the end of each month or at the end of each phase of the project.

Please note that Flint Inspection Consulting Services, Inc. reserves the right to withhold reports until we receive a signed Proposal Acceptance or other written authorization. Please return a completed copy of the Proposal Acceptance to insure proper billing.

Flint Inspection Consulting Services, Inc. reserves the right to charge interest on all invoiced amounts that are not paid within 30 days of the date of the said invoice.

GENERAL TERMS AND CONDITIONS

SCOPE OF WORK: The Consultant (Flint Inspection Consulting Services, Inc.) shall perform the services defined in our proposal and shall invoice the client at those rates shown in the attached proposal or fee schedule. The estimate of cost to the Client as stated in this proposal shall not be considered a firm figure, but only an estimate unless otherwise specifically stated in the proposal. Flint Inspection Consulting Services, Inc. will provide additional services under this contract as requested by the Client and involve additional services at standard rates. Only with the written consent of the Client may changes to, additions to, and omissions from the scope of services, be authorized under this Agreement. Any increase or decrease in the scope of services be agreed upon by both parties before Flint Inspection Consulting Services, Inc. will proceed with such changes, additions or omissions.

Flint Inspection Consulting Services, Inc.'s personnel will endeavor to conduct field activities in such a manner as to protect themselves and others from accidents and injury, Flint Inspection Consulting Services, Inc.'s personnel will use their own safety equipment (hard hats, goggles, protective clothing, respirators, etc.) unless otherwise instructed. When the Client is aware of a need for special safety equipment, the Client should so specify.

REPORTS: Flint Inspection Consulting Services, Inc. will furnish up to two copies of each report to Client. The Client will be billed for additional copies at the rate specified in the Fee Schedule. Reports will be furnished only to parties duly authorized by the Client.

CONFIDENTIALITY AND NON-USE: During specific assignments, Flint Inspection Consulting Services, Inc. and its employees may obtain, directly or indirectly secret and confidential information proprietary to the Client. Accordingly, Flint Inspection Consulting Services, Inc. agrees, on behalf of itself and its employees, to maintain as, secret and confidential all sold proprietary information and not to disclose it to others or use it without specific authorization from the Client,

INDEMNIFICATION: Flint Inspection Consulting Services, Inc., shall defend, indemnify and hold harmless the Client and its officers, employees, servants, agents, successors and assigns from and against any and all liability, claims, demands, suits, actions, third party claim, penalties, fines, debts, accounts, damages, costs, expenses, losses and attorney fees (hereinafter referred to collectively as "Damages") which either directly or indirectly arise out of or result from injury or death to its employees and subcontractors or damage to property, if the injury or damage is caused by any act, omission, or negligent act of Flint Inspection Consulting Services, Inc. or its employees, servant and agents in the performance of Flint Inspection Consulting Services, Inc.'s work under this Agreement. The Client shall give prompt notice to Flint Inspection Consulting Services, Inc., of any such suit, claim, demand or action relating thereto in order to provide Flint Inspection Consulting Services, Inc., with the earliest opportunity to defend against any actions or proceedings for damages. Indemnification under this provision shall exclude any and all Damages which either directly or indirectly arise out of or result from acts, errors or omissions of the Client or any of their officers, employees, servants, agents, consultants or other representatives. Liability of the Client for injury or damage to persons or property arising from work performed for the Client and for which legal liability may be found to rest upon us will be limited to our general liability insurance coverage. An insurance certificate will be furnished upon request. If increased insurance coverage and/or general liability is required by the Client, we, if specifically directed by Client, will purchase additional insurance (if procurable) to protect us, at Client's expense. We shall not be responsible for property damage from any cause, including fire and/or explosion, beyond the amounts and coverage of our insurance, for damage on account of any error or act of negligence, Flint Inspection Consulting Services, Inc. liability will be limited to a sum not to exceed \$50,000.00 or our fee, whichever is greater. Further, the Client agrees to notify any contractor or subcontractor, who may perform work in connection with any report prepared by Flint Inspection Consulting Services, Inc. of such limitation of liability for errors or negligence, and requires, as a condition precedent to their performing the work, a like limitation of liability on their part as against Flint Inspection Consulting Services, Inc. In the event the Client fails to obtain a like limitation of liability provision as to errors or negligence, liability shall be allocated between the Client, and Flint Inspection Consulting Services, Inc., in such a manner that the aggregate liability of Flint Inspection Consulting Services, Inc. to all parties, including the Client, shall not exceed \$50,000.00 or the amount of Flint Inspection Consulting Services, Inc.'s fee, whichever is greater.

In the event the Client makes claim against Flint Inspection Consulting Services, Inc. at law or otherwise, of any alleged error or other acts arising out of the performance of our services, and the Client fails to prove such a claim, then the Client shall pay all cost incurred by Flint Inspection Consulting Services, Inc. in defending itself against the claim.

ACCESS: Unless otherwise specified, the Client will furnish Flint Inspection Consulting Services, Inc.'s employees and their equipment the right-of-entry to the job site to perform the work. Reasonable precautions will be taken to minimize damage to the property from use of our equipment.

DAMAGE TO EXISTING MAN-MADE OBJECTS

It shall be the responsibility of the client/owner or the duly authorized representative to disclose the presence and accurate location of all hidden or obscure manmade objects, relative to field test or boring operations. Our field personnel are trained to recognize clearly identifiable stakes or markings in the field and without special written instructions, to initiate field-testing, drilling and/or sampling within a few feet of each designated location. If Flint Inspection Consulting Services, Inc. is cautioned, advised or given data in writing that discloses the presence of underground or over ground obstructions, such as utilities, Flint Inspection Consulting Services, Inc. will give special instruction to our field personnel. If, contrary to information given to Flint Inspection Consulting Services, Inc., by the Client, in the opinion of our field personnel there is reason to believe that there may be underground man made obstructions at the site, the Client and any possible interested third party, such as utility companies, will be contacted and consulted. Any additional expenses incurred by this will be billed at standard fee schedule rates. As evidenced by the acceptance of this proposal, the Client agrees to indemnify and hold Flint Inspection Consulting Services, Inc. harmless from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the execution of proposed work whose presence and exact locations were not revealed to us in writing, and to reimburse Flint Inspection Consulting Services, Inc. for expenses in connection with any such claims or suits, including reasonable attorney's fees.

INVOICE SUBMITTAL: Flint Inspection Consulting Services, Inc. will submit invoices on a monthly basis for services rendered, and are due upon receipt. Past-due balances are subject to interest at the rate of one and a half (1.5%) percent per month, effective thirty (30) days after date of invoice. This represents an annual interest charge of eighteen (18%) percent. Client will notify Flint Inspection Consulting Services, Inc. within two weeks (2) or receipt of an invoice if there is a dispute on the invoice. Client will pay that portion of the invoice not in dispute and the disputed portion will be resolved and credited or billed on the next monthly invoice.

TERMINATION OF SERVICE: Any party may terminate service without cause upon written notice to the other party.

In case of termination, Client shall pay Flint Inspection Consulting Services, Inc. for all cost, incurred to date plus reasonable costs associated with termination of the work. Flint Inspection Consulting Services, Inc. reserves the right to complete such analyses and records as are necessary to place our files in order, and where considered by us necessary to protect our professional reputation, or liability, to complete a report on the work performed to date. A termination charge to cover the cost thereof in an amount not to exceed 30 percent of all charges incurred up to the date of the stoppage of the work may, at the discretion of Flint Inspection Consulting Services, Inc., be made.

APPLICABLE LAW: This agreement shall be governed by and construed according to the laws of the State of Texas. The venue for all claims asserted under this Agreement shall be Wichita County, Texas.