



Proposal for Asbestos Renovation/Demolition Survey Services

A Proposal To: Mr. John Godley

For Project: Addison Athletic Club, 3900 Beltway Dr., Addison, Texas 75001

Prepared For: Town of Addison, 16801 Westgrove Dr.

P.O. Box 9010, Addison, Texas 75001

BSI Proposal No.: LAS-1357

October 11, 2018



# RIGHTONSOLUTIONS, INC

Revised  
October 11, 2018

Mr. Jason Shroyer  
Town of Addison  
16801 Westgrove Dr.  
P.O. Box 9010  
Addison, Texas 75001

BSI Proposal No.: LAS-1357  
Proposal for Asbestos Renovation/Demolition Survey Services  
Addison Athletic Club  
3900 Beltway Dr.  
Addison, Texas 75001

Dear Mr. Shroyer:

Brighton Solutions, Inc. (BSI) is pleased to have the opportunity of submitting this proposal for **Asbestos Renovation/Demolition Survey** services to **Town of Addison**. BSI's proposed services, which are detailed in Section **1.0 Proposal Summary** on the following page, will be conducted at the Addison Athletic Club (hereafter "Site") in HVAC Renovation Areas (hereafter "Services Areas") located at 3900 Beltway Dr. in Addison, Texas.

If you have any questions regarding the proposed services or any other services BSI performs, please do not hesitate to contact either **Garey Hackney** at **817.564.3767** or by email at **garey@bsi-ntexas.com**, or **Jeff Hackney** at **940.206.3492** or by email at **jeff@bsi-ntexas.com**.

Respectfully,

**Brighton Solutions, Inc.**



PROPOSAL CLIENT: Town of Addison, 16801 Westgrove Dr.  
P.O. Box 9010, Addison, Texas 75001  
PROPOSAL LOCATION: Addison Athletic Club, 3900 Beltway Dr., Addison, Texas 75001

**1.0 Proposal Summary**

	<b>Client</b>	<b>Project</b>
	Town of Addison 16801 Westgrove Dr. P.O. Box 9010 Addison, Texas 75001	Addison Athletic Club 3900 Beltway Dr. Addison, Texas 75001
<b>Client Contact</b>	Mr. Jason Shroyer	
<b>Service Area(s)</b>	HVAC Renovation Areas	
<b>BSI License</b>		
Texas Department of State Health Services Mold Assessment Company License ACO1068	Texas Department of State Health Services Asbestos Consulting Company License 100498	

Services Provided
<input type="checkbox"/> Indoor Air Quality Sampling Services
<input type="checkbox"/> Initial Mold Assessment and Post Remediation Services
<input type="checkbox"/> Infrared Investigation Services
<input type="checkbox"/> Phase I Environmental Site Assessment Services
<input type="checkbox"/> Phase II Limited Subsurface Investigation Services
<input checked="" type="checkbox"/> Asbestos Renovation/Demolition Survey Services
<input type="checkbox"/> Asbestos Consulting and onsite Project Management and Air Monitoring Services



## 2.0 Scope of Work

### Asbestos Renovation/Demolition Survey Services

The asbestos renovation/demolition survey services will be conducted in compliance with the Texas Asbestos Health Protection Rules (TAHPR) (see 25 TAC §295.58) and generally in accord with AHERA (the Asbestos Hazard Emergency Response Act of 1986, Public Law 99-519) sampling protocols (see 40 CFR §§ 763.86 and 763.88). BSI will generally follow the sampling protocols in these regulations in an effort to collect representative samples of the various homogeneous areas of the suspect building materials in the CLIENT identified renovation/demolition areas at the Site.

#### 1. Visual Inspection

BSI will conduct a preliminary visual inspection of the renovation/demolition areas identified by the CLIENT to visually determine the presence of suspect asbestos-containing materials (ACM).

#### 2. Assessment

If suspect ACM is identified, BSI will visually inspect suspect ACM for variations in color, texture, thickness, and other characteristics to assist in determining the material's uniformity and homogeneous area.

#### 3. Sampling

BSI will collect samples for this limited asbestos survey from identified and reasonably accessible suspect ACM within renovation/demolition areas identified by the CLIENT. Areas not identified by the CLIENT, are out of the scope of this Renovation/Demolition Survey. Samples will be collected in a statistically random manner that is representative of the homogeneous area. A minimum of three (3) samples will be collected from each homogeneous area. Samples will be collected by physically removing a small portion of the suspect material using a sharp instrument. Samples will be collected by layers and placed in separate labeled containers and sealed. Each container will be identified with a distinct sample identification number and immediately logged onto a chain-of-custody form. Sampling instruments will be cleaned between each sample collected in order to mitigate cross-contamination between samples collected.

Suspect asbestos-containing building materials (ACBM) include but are not limited to two types of drywall systems (different finishes), which will include samples of the joint compound, finish coat and drywall, gray HVAC duct seam mastic from 2 newer AHUs and gray HVAC duct seam mastic from 5 original AHUs, CMU mortar, gray brick mortar, white pipe mastic from 2" pipe and 4" pipe associated with the AHUs, vibration dampner, 2' x 2' textured acoustical ceiling tile.

#### 4. Analysis

BSI will submit the suspect ACM samples to a TSDHS licensed and National Voluntary Laboratory Accreditation Program (NVLAP) designated asbestos laboratory for analysis of asbestos content, if any. Unless the CLIENT specifies or otherwise directs BSI, all samples will be analyzed using Polarized Light Microscopy (PLM using the Environmental Protection Agency (EPA) "Interim Method for Determination of Asbestos in Bulk Insulation Samples" [40 CFR Chapter 1 (1-1-87 Edition) Part 763, Subpart F, Attachment III]).

If the results of the bulk laboratory analysis reveal asbestos in percentages greater than one percent (1%), as defined in 40 CFR §61.141 NATIONAL EMISSION STANDARDS FOR HAZARDOUS AIR POLLUTANTS (NESHAP) as a positive identification, the material could be considered regulated asbestos containing material (RACM) depending upon the nature of the ACM and its coverage.

The Asbestos NESHAP states that RACM (as defined in 40 CFR §61.141) containing less than 10% asbestos should be verified by point counting. If bulk sampling analysis determines that asbestos content of a friable asbestos sample is less than 10%, the building owner may: (i) elect to assume the asbestos content to be greater than 1% and treat the material as RACM, or (ii) require verification of asbestos content by point counting. If a result obtained by point counting is different from a result obtained by visual estimation, the point count result will be used.

#### 5. Final Report and Reliance

Upon receipt of the final laboratory analytical report, BSI will prepare a final report summarizing in detail the results of its onsite services and the laboratory analytical results. BSI will include *estimated* quantities of asbestos-containing building materials (ACBM) identified within the renovation/demolition areas identified by the CLIENT. If requested by the CLIENT, BSI will include recommendations for implementation prior to conducting any renovation/demolition activities at the Site. If requested by the CLIENT, BSI will also provide estimates for removal of identified ACM, removal asbestos management services and detail TSDHS notification requirements.

The Final Report, rather than any preliminary or oral information provided, will constitute BSI's Renovation/Demolition Survey Services of the renovation/demolition areas at the Site. The Final Report will be prepared for the exclusive use of CLIENT solely for its use and reliance in the environmental assessment of this site. With the consent of BSI and CLIENT, BSI may (i) offer reliance to third parties *for a fee* and subject to the limitations and conditions of our Agreement for Professional Services (APS) or (ii) contract with other parties to develop findings and opinions related to such party's unique risk management concerns. The liability limitation listed in BSI's APS constitutes BSI's aggregate liability as to the CLIENT and all relying parties.



### 3.0 Standard of Care | Legal Statements

#### Asbestos Renovation/Demolition Survey Services

BSI's limited asbestos survey of the renovation/demolition areas identified by the CLIENT will be prepared for the exclusive use of the CLIENT identified above to assist in the identification and/or management of ACM and RACM in the renovation/demolition areas identified by the CLIENT. BSI will perform its services in a manner consistent with the level of care and expertise exercised by asbestos professionals performing the same or similar services at the same time and in the same geographic area. The Texas Department of State Health Services licenses BSI as a consultant agency (**License No. 10-0498**), and licensed inspectors will perform the services.

Samples for this limited asbestos survey will be collected from discrete sample locations within the CLIENT identified renovation/demolition areas at the Site. BSI will attempt to obtain representative samples most likely to contain asbestos, however, findings and conclusions offered will be necessarily limited by the number of samples taken and access provided for sampling activities. The results provided to the CLIENT cannot guarantee that no asbestos is present in any area(s) not sampled. This limited asbestos survey is not intended to be a comprehensive asbestos inspection of the site, nor is it intended to be used for evaluation of worker health and safety conditions. To determine whether regulated ACM is present at other locations not sampled herein, a comprehensive asbestos inspection of the site would be necessary.

Conclusions and recommendations for this survey, if any will represent the professional opinions of the BSI personnel involved with the project. Results should not be considered as legal interpretation of existing federal, state or local environmental, health and safety laws or regulations. BSI assumes no responsibility or liability for errors in information or data provided by third party sources.

During the Services, BSI will take reasonable precautions to prevent injury or loss to persons or property at the Site and minimize damage to the Site; however, BSI represents that invasive services, including, but not limited to, bulk material sampling, may damage or alter the Site. Site restoration is an out-of-scope service unless otherwise agreed in writing. It is understood and agreed that BSI shall not be responsible for the supervision or health and safety precautions or plans for any third parties, including subcontractors or other parties present at the Site.

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P.O. Box 9010, Addison, Texas 75001  
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**4.0 Project Fees**

**Note: Turnaround time for sample analysis is based on 4–5 business days from receipt at the laboratory.**

These fees do not include any costs associated with services not specifically addressed above. Additional outside services requested by will be billed at BSI’s labor rate of \$75.00 per hour and cost of services plus 25%. Completion of the final report will be within 10 business days after receipt of the analytical results from the laboratory.

The project will be invoiced upon issuance of the final report. Payment on the invoice is due upon receipt of the final report.

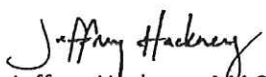
Limited Asbestos Survey in the designated Service Area(s) (includes labor, up to 60 PLM samples and analysis, and final report)	\$1,540.00
Estimated Total for the Project	\$1,540.00

**5.0 Schedule, Notice to Proceed**


Upon receipt (by email, mail, or delivery) of the signed **Environmental and Inspection Services Agreement** attached, or by issuance of a purchase order, this project will proceed. This proposal will remain in effect for 30 days.

BSI is again pleased to have the opportunity of submitting this proposal. If you have any questions regarding the proposed services or any other services BSI performs, please do not hesitate to contact either **Jeff Hackney** at **940.206.3492** or by email at **jeff@bsi-ntexas.com**, or **Garey Hackney** at **817.564.3767** or by email at **garey@bsi-ntexas.com**.

Sincerely,  
**Brighton Solutions, Inc.**

  
Jeffrey Hackney, MAC, CETI, CIEC  
Mold Assessment Consultant  
TDLR License Number MAC1098  
Expiration Date 2/18/2019  
Certified Environmental Thermography Investigator™  
Board-awarded by the American Indoor Air Quality Council™  
Asbestos Inspector | Project Manager  
DSHS License Number 602909 | 500532  
Expiration Date 7/14/2020 | 7/16/2020  
Certified Indoor Environmental Consultant™  
Board-awarded by the American Indoor Air Quality Council™



  
Garey M. Hackney, MAC, CEC  
Mold Assessment Consultant  
TDLR License Number MAC0120  
Expiration Date 2/23/2020  
Certified Indoor Environmental Consultant™  
Board-awarded by the American Indoor Air Quality Council™  
Individual Asbestos Consultant  
DSHS License Number 105205  
Expiration Date 2/24/2019





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## ENVIRONMENTAL & INSPECTION SERVICES AGREEMENT

CLIENT:	TOWN OF ADDISON
CLIENT ADDRESS:	16801 WESTGROVE DR. P.O. BOX 9010 ADDISON, TEXAS 75001
CLIENT PHONE:	(972) 450-2842 49
CLIENT FAX:	(972) 450-2811
CLIENT CONTACT NAME:	JASON SHROYER
CLIENT CONTACT CELL# :	
E-Mail address:	JSHROYER@ADDISONTX.GOV
AGREEMENT EFFECTIVE DATE:	OCTOBER 11, 2018



This Environmental and Inspection Services Agreement ("Agreement") is made between Brighton Solutions, Inc. ("Consultant") and the above-listed Client ("Client"). In consideration of the mutual agreements herein and subject to the following terms and conditions, the parties mutually agree as follows:

### SECTION 1. SCOPE OF SERVICES AND PAYMENT

- 1.1 Consultant will perform services set forth in a proposal, incorporated herein by reference (the "Proposal"). The foregoing services are herein collectively called the "Services." For purposes of this Agreement, the term "site" shall mean the Services location specified in the applicable Proposal. Consultant will commence and complete the Services as per the schedule set forth in the applicable Proposal. The Proposal is subject to all terms and conditions of this Agreement. To the extent that a Proposal conflicts with terms of this Agreement, the terms of this Agreement shall control. *Initiation of the Services shall constitute agreement and acceptance of the terms hereunder.* Proposals and project costs there under are valid for 30 days.
- 1.2 In consideration for performing the Services, Consultant shall be paid as detailed in the applicable Proposal ("Project Cost"). In the event Consultant is required to respond to any subpoena or provide testimony (as a fact or expert witness) related to the Services, Client will pay Consultant for time and expenses in accordance with Consultant's then current fee schedule. As allowed under applicable law, Client agrees to pay a flat fee of \$500.00 plus all costs and expenses, including reasonable attorneys' fees, incurred by Consultant should collection measures or proceedings be necessary to collect on Client's overdue account.
- 1.3 If Client objects to any portion of an invoice, it shall notify Consultant in writing within fifteen (15) days from the date of actual receipt of the invoice and shall timely pay that portion of the invoice not in dispute. Past due invoices and any sums improperly withheld by Client shall accrue interest thereon at 1.5% per month but not exceeding the maximum legal rate.

**SECTION 2. RELATIONSHIP OF PARTIES.** Consultant, its employees, agents, affiliates or subcontractors shall act solely as independent contractors in performing the Services. Except as provided herein, Consultant shall have no right or authority to act for Client and will not enter into any agreement, or incur any debt, liability or obligation in the name of or on behalf of Client. Consultant will pay salaries, wages, expenses, social security and unemployment taxes, and other similar payroll taxes related to the Services. Client agrees that reliance upon the Services is limited solely to Client. Notwithstanding the foregoing, any third party reliance that may be available through mutual consent by Consultant and Client is limited to the terms in this Agreement. Client further understands that the Services shall in no way be construed, designed or intended to be relied upon as legal interpretation or advice.

### SECTION 3. REPRESENTATIONS AND WARRANTIES

#### 3.1 CONSULTANT

- Consultant and its staff will hold applicable licenses or certifications required by federal, state or local laws. The Services will be performed using the degree of care and skill customarily provided by a firm rendering the same or similar services in the area during the same time period; Consultant makes no other warranties, express or implied, as to the Services



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- performed.
- During the Services, Consultant will take reasonable precautions to minimize damage to the site (interior or exterior); however, Consultant represents that invasive services, including, but not limited to, sampling or drilling, may damage or alter the site (interior or exterior); site restoration is an out-of-scope service unless such damage is unreasonable and caused by Consultant's negligence.
  - The parties understand and agree Consultant is responsible for supervision and site safety measures only for its own employees but shall not be responsible for the supervision or health & safety precautions or plans for any third parties, including subcontractors or other parties present at the site.
  - Findings and recommendations by Consultant are based upon information derived from the most recent on-site activities and other services performed hereunder; such information is subject to change over time. Consultant's findings and recommendations are solely based on data available to Consultant during the Services.
  - As set forth in the applicable Proposal, Consultant will secure the personnel, equipment and subcontractors required to perform the Services and take reasonable precautions at the site; however, Consultant has the right to discontinue or terminate Services in the event site conditions pose health or safety risks through no fault of Consultant.

### 3.2 CLIENT

- Client shall provide Consultant with all existing data, plans and other information available to Client that are necessary for the Services and continue to provide this information as it becomes available to Client. Necessary information for purposes herein includes utility locations and markers, known site hazards, nature and/or characteristics of any hazardous or toxic constituents on or near the site. Consultant and Client agree that Consultant may rely upon the foregoing information but is not responsible for its accuracy. Client agrees that conditions known to Client but not timely disclosed to Consultant may constitute a materially different site condition entitling Consultant to an adjustment to the Proposal and Project Cost.
- Client shall identify the target areas ("Service Areas") and key issues for performance of the Services and ensure that Consultant has authorized and safe access to such target areas at the site. In the event that access is limited in any way, Client will notify Consultant immediately so that adjustments can be made, as necessary.

### SECTION 4. CONFIDENTIALITY, DOCUMENTS AND REPORTING.

- Consultant will not disclose to third parties data developed during the Services and Client information except to the extent that same (i) is required by a governmental authority to perform the Services; (ii) is published or comes into the public domain through no fault of Consultant; (iii) is received by Consultant from others who lawfully possess it; or (iv) is required to be disclosed by Consultant under an order or law. Consultant will notify Client if disclosure is necessary under item (iv), above. Should Client request return of the foregoing data, Consultant may retain a copy of such data.
- Client understands and agrees that any release of documents, reports or work product related to the Services to any third party is at Client's sole risk. CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CONSULTANT FROM ANY AND ALL CLAIMS OR DAMAGES ARISING OUT OF THE UNAUTHORIZED RELEASE OF WORK PRODUCT BY CLIENT ANY THIRD PARTY.
- All spill, release or similar notifications required by law shall be the responsibility of the Client, unless otherwise agreed. Proprietary concepts, systems and ideas developed during the Services shall remain the sole property of Consultant.

**SECTION 5. DELAYS AND TERMINATION.** Client or Consultant may terminate this Agreement upon forty-eight (48) hours written notice should the other party fail substantially to perform in accordance with this Agreement through no fault of the terminating party. Client shall compensate Consultant for the Services in progress or performed up to the date of receipt of termination plus reasonable costs incurred in terminating the Services in accordance with Consultant's current fee schedule. In the event Services cannot be performed on or before the projected due date because of circumstances beyond the control of Consultant, including, but not limited to, strike, riot, fire, excessive precipitation, act of God, access limitations, governmental action, third party acts or omissions, or Client acts or omissions, the Services shall be equitably amended.

**SECTION 6. INSURANCE.** Consultant represents that it now carries and will carry during the term of this Agreement insurance in the following amounts: (i) Commercial General Liability Insurance (\$1,000,000 per occurrence; \$2,000,000 annual aggregate) for bodily injury or death and property damage, written on an occurrence basis; (ii) Professional Liability Insurance, (\$1,000,000 on a claims made basis) for negligent errors or omissions in the performance of the Services.





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#### SECTION 7. INDEMNITY AND LIMITATION OF LIABILITY

- 7.1 CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS CLIENT FROM AND AGAINST CLAIMS, LAWSUITS, LIABILITIES, CAUSES OF ACTION, DAMAGES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND EXPENSES), BY WHOMEVER ASSERTED, TO THE EXTENT THE SAME ARE CAUSED BY (I) A BREACH BY CONSULTANT OF ANY TERM HEREIN; (II) VIOLATION BY CONSULTANT OF FEDERAL, STATE OR LOCAL RULE OR REGULATION IN PERFORMING THE SERVICES OR (III) NEGLIGENT ERRORS OR OMISSIONS OF CONSULTANT IN PERFORMING THE SERVICES.
- 7.2 CLIENT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CONSULTANT FROM AND AGAINST CLAIMS, LAWSUITS, LIABILITIES, ACTIONS, CAUSES OF ACTION, DEMANDS, DAMAGES, COSTS AND EXPENSES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND EXPENSES), BY WHOMEVER ASSERTED, TO THE EXTENT THAT SAME ARE CAUSED BY (I) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CLIENT OR CLIENT'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS; (II) VIOLATION OF FEDERAL, STATE OR LOCAL RULE OR REGULATION BY CLIENT OR CLIENT'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS; (III) CLIENT'S ALLEGED INVOLVEMENT OR STATUS AS AN OWNER, OPERATOR, ARRANGER, GENERATOR OR TRANSPORTER OF HAZARDOUS SUBSTANCES OR CONSTITUENTS AT THE SITE; (IV) INACCURATE INFORMATION PROVIDED BY CLIENT OR CLIENT'S AGENTS TO CONSULTANT OR (V) ANY CERTIFICATIONS OR STATEMENTS, WHETHER ORAL OR IN WRITING, PROVIDED TO CONSULTANT BY OR THROUGH CLIENT OR ITS CONTRACTORS OR SUBCONTRACTORS WITH RESPECT TO MOISTURE INTRUSION OR THE MITIGATION OR REMEDIATION THEREOF.
- 7.3 *LIMITATION FOR MOLD-RELATED SERVICES.* WITH RESPECT TO MOLD-RELATED SERVICES PERFORMED BY CONSULTANT, ITS EMPLOYEES, AGENTS, AFFILIATES, AND SUBCONTRACTORS, ANY DAMAGES, COSTS, EXPENSES, INDEMNITY OBLIGATIONS OR OTHER LIABILITY (INCLUDING REASONABLE ATTORNEYS' FEES), DIRECT OR INDIRECT, SHALL NOT EXCEED THE FAIR MARKET VALUE OF THE SERVICES PERFORMED.
- 7.4 *LIMITATION FOR GENERAL ENVIRONMENTAL SERVICES.* WITH RESPECT TO ENVIRONMENTAL SERVICES (OTHER THAN MOLD-RELATED SERVICES) PERFORMED BY CONSULTANT, ITS EMPLOYEES, AGENTS, AFFILIATES, AND SUBCONTRACTORS, ANY DAMAGES, COSTS, EXPENSES, INDEMNITY OBLIGATIONS OR OTHER LIABILITY (INCLUDING REASONABLE ATTORNEYS' FEES), DIRECT OR INDIRECT, SHALL BE LIMITED TO THE LOWER OF: THE COST OF THE SERVICES OR FIFTY THOUSAND DOLLARS (\$50,000.00).
- 7.5 *SPECIAL DAMAGES.* Neither party shall be liable to the other for incidental, special, punitive, exemplary, liquidated, consequential or similar damages.

#### SECTION 8. WASTES, SAMPLES AND MOLD SERVICES

- 8.1 *This section applies only when the Services performed involve wastes or samples ("Waste Materials").* Unless otherwise specified in the Proposal, proper disposition of any Waste Materials, including, but not limited to, waste materials, samples, produced soils or fluids, or protective equipment, shall be considered out-of-scope and shall require a written amendment wherein Client provides a generator number, specifies its choice of transporter and treatment, storage or disposal facility and signs documentation necessary for proper disposition. In no case shall Consultant be required to sign or certify a manifest, disposal ticket or like document relating to the transport or disposition of hazardous materials or hazardous waste. Client and Consultant understand and agree that title to all foregoing waste materials remains with Client. It is understood and agreed that Consultant, in assisting Client, acts solely in this limited capacity and shall, in no event, be responsible to Client or other third party as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under federal or state statute or regulation. Client shall reimburse Consultant for the transport and disposal of hazardous or toxic samples as well as equipment that cannot be reasonably decontaminated, and Client agrees to reimburse Consultant for the fair market value of this equipment.
- 8.2 *Sample Holding Times.* Client shall make a written request if it wishes to retain samples beyond the date of Consultant's final report for Services and shall pay for those sample storage charges incurred beyond thirty (30) days after the date of the final report.
- 8.3 *This section 8.3 applies to Consultant's Mold Services or Mold-related services.* Client hereby acknowledges that mold is a term used to describe various types of naturally occurring biological organisms which includes any living or dead fungi or related products or parts, including spores, hyphae, and mycotoxins. Client acknowledges and understands that mold assessments are "time-sensitive" in that they are only relevant at the time of site reconnaissance, because mold is a living organism whose presence is influenced and controlled by environmental conditions (such as humidity, moisture, nutrients and substrates) which conditions may vary significantly over relatively short periods of time. Mold assessments, therefore, are "time sensitive" in that the presence and concentration of mold and similar organisms in building structures or in the air is directly influenced by such changing environmental conditions, whether natural or caused by man. Client also acknowledges that certain indicators of fungi or other constituents may have been latent, inaccessible, unobservable or not present during the Services, and Consultant cannot represent that the site contains no such fungi or constituents or other latent conditions beyond those identified in Target Areas and from and during the Services. Interior or exterior environmental conditions at the site may vary from those encountered at actual sample locations.
- 8.4 *This section applies to Consultant's Mold-related services.* Client hereby acknowledges that Consultant is not a moisture intrusion specialist and that any services requiring a moisture intrusion specialist or other specialized building trades contractor (e.g. plumbing, HVAC, roofing, building envelope, etc.) (all collectively "Trades Contractors") will be the sole responsibility of Client. Client agrees that it will timely provide to Consultant, all supporting documentation and certifications from Trades Contractors to support Consultant's required certification as a Mold Assessor on the Texas Department of Insurance form MDR-1. CLIENT FURTHER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD CONSULTANT HARMLESS AS TO CLAIMS ARISING OUT OF ANY CERTIFICATION MADE BY CONSULTANT OR TRADES CONTRACTORS RELATING TO MOISTURE INTRUSION. Client will require





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its Trades Contractors furnishing moisture intrusion certifications or statements to indemnify, defend and hold Consultant harmless with respect to claims arising out of such statements or certifications and to name consultant as an additional insured with a waiver of subrogation on any applicable insurance policy.

**SECTION 9. APPLICABLE LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF TEXAS and venue for any legal action shall be Montague County, Texas.

**SECTION 10. MISCELLANEOUS**


10.1 *Entire Agreement.* This Agreement constitutes the sole and entire agreement between the parties hereof. This Agreement replaces and supersedes all prior verbal or written discussions and agreements between Client and Consultant with respect to the matters contained herein.

10.2 *Assignments; Subcontracts; Amendments.* Neither this Agreement nor any interest, claim or obligation hereunder shall be assigned or transferred by Client or Consultant to any party or parties without the prior written consent signed by both parties hereunder. Nothing herein shall prevent Consultant from employing independent subcontractors to assist with the Services. This Agreement, the Proposal, or the Services herein may be amended only by a writing signed by both Consultant and Client.

10.3 *Non-Waiver; Invalidity; Counterparts.* In the event that a provision herein shall for any reason be held invalid, illegal or unenforceable in any respect, such finding shall not affect any other provision of this Agreement. Failure or delay in exercising any right, power or remedy under this Agreement shall not impair any right, power or remedy which any party hereto may have, nor shall any such failure or delay be construed to be a waiver of any such right, power or remedy or an acquiescence in any breach or default under this Agreement absent an express, written waiver or acquiescence, nor shall any waiver of any breach or default be deemed a waiver of any default or breach subsequently occurring under this Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument.

**AGREED AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE:**

**CONSULTANT: Brighton Solutions, Inc.**

By:  \_\_\_\_\_

Name/Title: Garey M. Hackney/President

**CLIENT: Town of Addison**

By:  \_\_\_\_\_

Name/Title: Jason Shroyer/