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February 16, 2023

City of Dalton, Georgia
PO Box 1205
Dalton, GA 30722-1205

Attn: City of Dalton
P: 706-278-7077

RE: Proposal for Limited Asbestos Survey
John H. Davis Recreation Center (Administration Building)
904 Civic Drive
Dalton, Whitfield County, Georgia
Terracon Proposal No. PE2237027

Dear Mr. Parker:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to perform a limited asbestos survey at the above-referenced location.

A. PROJECT INFORMATION

Work will be performed under the Agreement for Services between Terracon and the City of Dalton, Georgia (the Client). We understand the purpose of this sampling is to identify asbestos-containing materials (ACM) in the proposed renovation areas of the existing 2-story John Davis Recreation Center building (site). Further, Terracon understands the renovation area is limited to the 2-story masonry building (Administration Building) located west of the swimming pool and northwest of the 1-story connector building and 2-story gymnasium building. T Windows and doors of the Administration Building are also planned for the renovation. The roof is not being planned for renovation.

Terracon also understands that the single-story connector and 2-story gymnasium portion of the John Davis Recreation Center are being planned for demolition. However, Terracon is not surveying the portion of the building that is being planned for demolition. The City of Dalton Fire Department will provide inspection and oversight when the City of Dalton Public Works Department demolishes the

remaining portions of the John H. Davis Recreation Center building. Architect drawing sheet A0.01 depicting the site and demolition plans were provided to Terracon from the City of Dalton, Georgia and is included as an attachment to this proposal. The site renovation and demolition drawing (Sheet A0.01) was completed by Gregg Sims, Architect, and dated January 27, 2023. Based on the renovation / demolition drawings, Terracon will assess the 5,908 square foot Administration Building. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.

B. SCOPE OF SERVICES

Limited Asbestos Survey

Terracon will mobilize a team of Asbestos Hazard Emergency Response Act (AHERA) accredited asbestos building inspectors to conduct the limited asbestos survey as required by US Environmental Protection Agency (USEPA) regulation 40 CFR Part 61, National Emissions Standards for Hazardous Air Pollutants (NESHAP). Terracon will conduct a visual assessment of the proposed interior renovation areas and limited exterior areas to identify materials suspected of containing asbestos (suspect ACM) such mastic and floor tiles (i.e., miscellaneous materials). Suspect materials will be physically assessed for friability and evidence of damage or degradation. Samples of suspect ACM will be collected for laboratory analysis. Bulk sample collection will be conducted in general accordance with the sampling protocols outlined in USEPA 40 CFR 763.86.

Sample collection will result in some isolated damage to the materials; however, attempts will be made to limit such damage to the extent necessary for sample collection. Terracon will not be responsible for repair or touch-up of sample locations. In addition, Terracon will not perform sampling which requires demolition or destructive activities such as dismantling of equipment or removal of protective coverings. The roof is not part of the renovation plans; therefore, Terracon will not access the roof.

Moody Labs, a laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), will analyze bulk material samples by visual estimation using Polarized Light Microscopy (PLM). If PLM results merit re-analysis by the more quantitative point counting technique, Terracon will contact the Client for authorization if additional costs will be incurred.

In accordance with federal regulations, only those materials containing greater than 1% asbestos will be reported as asbestos-containing. However, materials

containing less than 1% asbestos will also be identified because the owner will have a duty under the Occupational Safety & Health Administration (OSHA) Hazard Communication Standard (HAZCOM, 29 CFR 1910.1200) to provide information to contractors regarding the presence of potential cancer-causing agents.

Schedule

The above scope of services may be scheduled within 5 working days following receipt of the executed Agreement for Services. Standard turnaround time for laboratory analytical results is 5 business days from their receipt. Laboratory analytical results may be expedited at an additional charge. Analytical results will be forwarded upon receipt. A written report will be completed within 10 business days from receipt of all laboratory analytical results.

Conditions

Items to be provided by the Client include:

- The legal right-of-entry to conduct the assessment;
- A building management representative during inspections of occupied areas;
- Any restrictions or special access requirements regarding the site shall be made known to Terracon prior to site mobilization;
- Client will provide, if available, building plans in AutoCAD format; and
- 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 and 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 (an additional fee will apply). A PDF-formatted copy of the final report will be submitted that presents the results of this assessment, based upon the scope of services and limitations described herein. Prior to final report issuance, the Client may request paper copies at a charge of \$50.00 per report copy.

Reliance

The limited asbestos survey report (Report) will be prepared for the exclusive use and reliance of the Client. Reliance by any other party is prohibited without the written authorization of the Client and Terracon.

If the Client is aware of additional parties that will require reliance on the 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 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 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 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 \$5,800 (20 business day turn from Client authorization for final report). This fee includes PLM analysis of up to 120 bulk material samples and assumes a single site mobilization. Additional samples, if required based on site conditions and AHERA asbestos sampling protocols, will be invoiced at \$20.00 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 which requires significant changes in the scope of services or a significant increase in the anticipated number of samples which will increase the cost of the limited survey, you will be contacted for discussion and approval of such changes before we proceed.

If this proposal meets with your approval, work may be initiated by returning a countersigned copy of the attached Agreement for Services to Brian W. Watson in our Chattanooga office (bwwatson@terracon.com). We appreciate the opportunity to provide this proposal and look forward to working with you on this project.

Sincerely,
Terracon Consultants, Inc.



Brian W. Watson
Senior Environmental Scientist



George K. Flores, P.E.
Authorized Project Reviewer


Attachments: Agreement for Services
Renovation / Demolition drawings A0.01

AGREEMENT FOR SERVICES

This AGREEMENT is between City of Dalton GA ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the John H. Davis Recreation Center – Administration Building project ("Project"), as described in Consultant's Proposal dated 02/16/2023 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

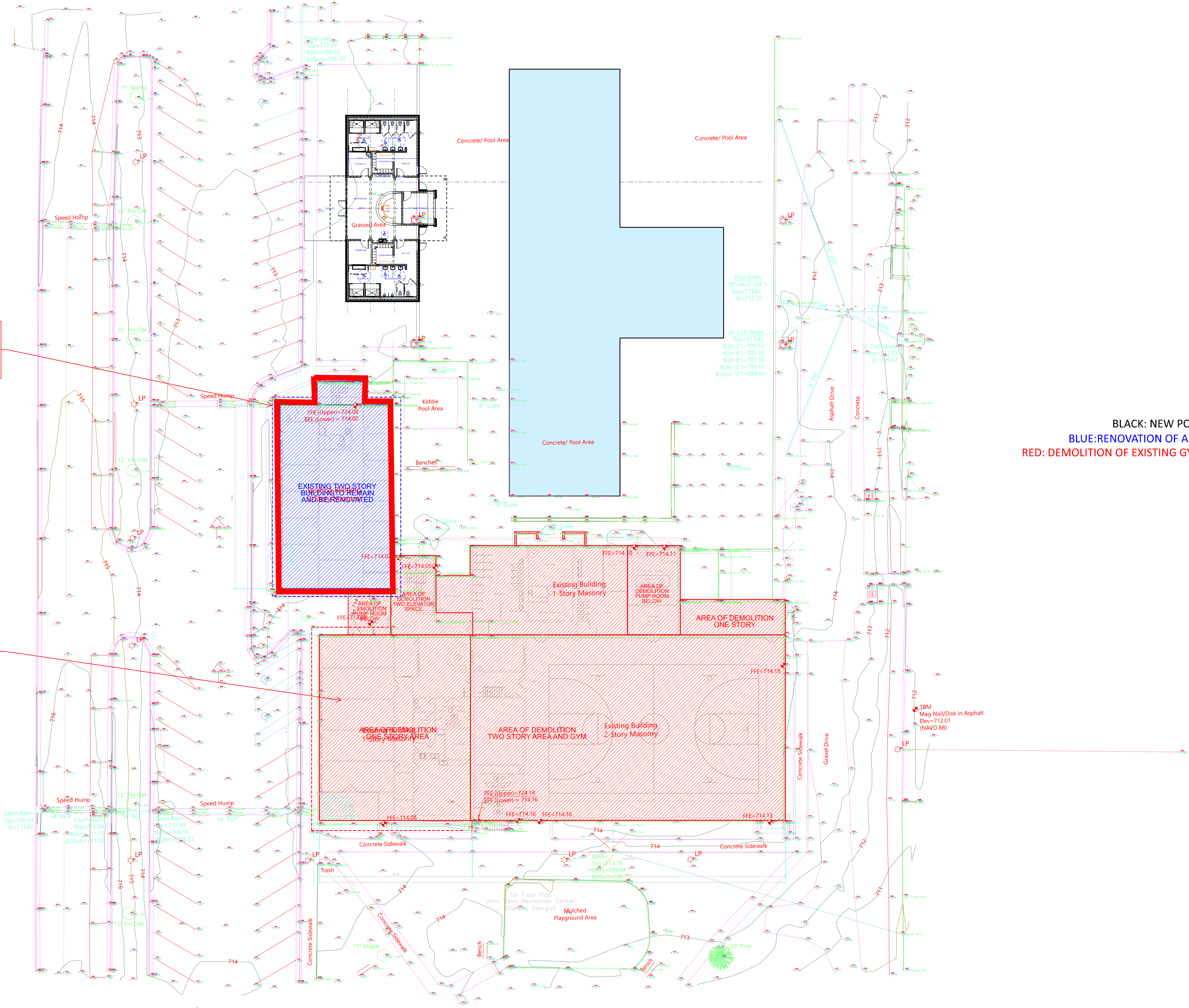
1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ 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 Proposal, including but not limited to the Compensation section, 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 other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
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. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. 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 (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) 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 Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. 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. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (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 Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. 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 and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's 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.** Unless otherwise stated in the Proposal, 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 third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant:	Terracon Consultants, Inc.	Client:	City of Dalton GA
By:		Date:	2/14/2023
Name/Title:	George K. Flores / Office Manager	Name/Title:	
Address:	51 Lost Mound Dr, Ste 135 Chattanooga, TN 37406-1030	Address:	
Phone:	(423) 499-6111	Fax:	(423) 499-8099
Email:	gkflores@terracon.com	Email:	

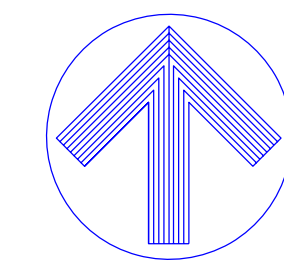
Administration Building - Limits of Terracon's Limited Asbestos Survey

Not included in Terracon's Scope of Services.



BLACK: NEW POOL ACCESS BUILDING
 BLUE: RENOVATION OF ADMINISTRATION BUILDING
 RED: DEMOLITION OF EXISTING GYMNASIUM AND ACTIVITIES BUILDINGS

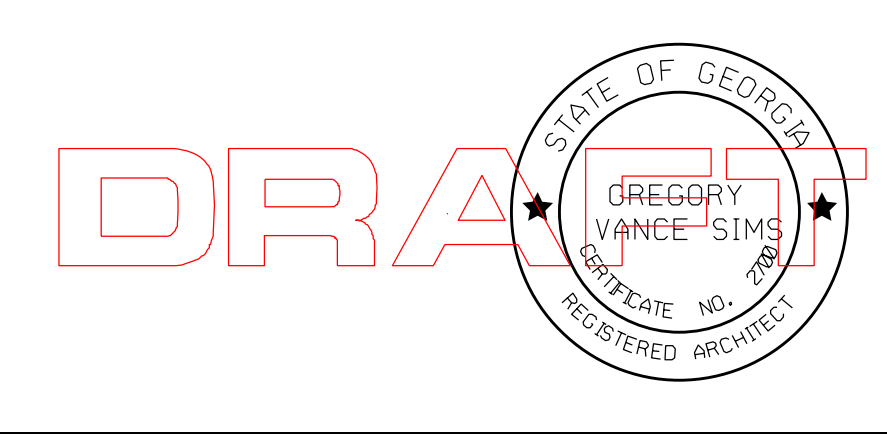
SCOPE AND AREA OF PROJECT
 SCALE 1/16" = 1' 0"



PROJECTED INTERIOR AND MISCELLANEOUS SPACE CALCULATIONS*

GYMNASIUM AND ACTIVITIES BUILDING	
ENTRANCE LEVEL GYMNASIUM + ACTIV	20,819.00 SF
UPPER LEVEL ACTIVITIES	9,602.00 SF
CONNECTOR WITH ADMIN BUILDING	82.00 SF
TOTAL GYMNASIUM AND ACTIVITIES	30,503.00 SF
SINGLE STORY ATTACHED TO GYMNASIUM AND ACTIVITIES	1,646.00 SF
ADMINISTRATION BUILDING RENOVATION	
ENTRANCE LEVEL	2,954.00 SF
UPPER LEVEL	2,554.00 SF
TOTAL ADMINISTRATION RENOVATION BLDG	5,508.00 SF
POOL ACCESS BUILDING	1,976.00 SF
TOTAL AREA OF PROJECT	40,033.00 SF

* GFA MEASURED FROM INSIDE OF OUTSIDE WALL PER BOMA



STATEMENT OF OWNERSHIP:
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 ORIGINAL DATE OF ISSUE: 01/27/23
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 REVISED:

SCOPE OF PROJECT

REDEVELOPMENT OF THE JOHN DAVIS RECREATION CENTER
 CITY OF DALTON
 304 CIVIC DRIVE
 DALTON, GEORGIA 30720

GREGG SIMS, ARCHITECT AIA/CARB/LEED AP
 304 BELLEVUE STREET | P.O. BOX 218 | DALTON, GEORGIA 30722
 VOICE: 706.225.9770 | FACSIMILE: 706.225.1111 | gsim@greggsims.com