

Collin County

*(Change Order)2025-402 Collin County
Minimum Security Facility Pipe Repair.*

Proposed Project Agreement

Proposal Number:

P03632

Proposal Date:

12/19/2025

Prepared For:

Collin County
2300 Bloomdale Rd. Suite 3160
McKinney, TX 75071

Prepared By:

Darrell Baker
817-964-6249
dbaker@dynaten.com

PROJECT PROPOSAL

Company

DynaTen
4375 Diplomacy Rd.
Fort Worth, TX 76155
Ph: 817-964-6249

Proposal Date: 12/19/2025

Proposal Number: P03632

Bill To Identity

Collin County
2300 Bloomdale Rd. Suite 3160
McKinney, TX 75071

Agreement Location

Collin County Minimum Security Jail
4800 Community Avenue
McKinney, TX 75071

WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

Dyna Ten Service will provide repair services to **(Collin County Minimum Security Jail)**, located at the above address. **Regarding (tunnel and replace 70'ft. of sewer pipe and connect to (4) vent pipes above the concrete in the kitchen wall)**

The Project will provide all labor and materials needed to accomplish the scope of work described in Scope of Work, attached to and a part of this agreement, all for the said amount of **(Sixty-Nine Thousand Eight Hundred and Ninety-Fixe Dollars [\$69,895.00])**. Applicable sales tax is additional to pricing. Payment of each invoice is due thirty (30) days from its date.

If parts or equipment prove to be defective, the Company will extend to the Client the benefits of any warranty the Company has received from the manufacturer. Removal and reinstallation of equipment or materials repaired or replaced under a manufacturer's warranty will be replaced at the Client's expense at the rates then in effect. Redundancy of equipment is the responsibility of the Client. In the event that repairs are required whether warranty or non-warranty related, the Client, at its cost, will provide any equipment necessary to serve its needs.

This Proposal is in effect for a period of (30) thirty days after the above proposal date and can be extended beyond this period only at the option of the Company.

This work shall be provided in accordance with the terms and conditions contained herein. This Agreement shall constitute the entire agreement between us.

Scope:

- Pick up material from the supply house.
- Arrive on site and check in with the customer.
- The contractor to tunnel and shore for safety 70'ft. under the building.
- Replace 70'ft. of 4" Serwer piping under the building.
- The contractor removes stainless steel wall panels and cuts sheetrock where vents are located.
- Tech to connect the vents coming from under the building into the kitchen wall.
- The contractor to install new stainless-steel panels and sheetrock once vents are connected.
- The contractor hauls off all dirt and brings fresh dirt to backfill the 70'ft. tunnel.
- Clean up and haul off all trash from all work areas.
- Check out with the customer when finished.
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- This is a Change-Order for the problem we could not see under the ground of the kitchen area.

TIPS Contract Number: 25010402

Bonding and Co-op pricing are included in this proposal cost.

Notes & Clarifications:

1. Customer will provide access to the facility during normal business hours.
2. Please allow 3-5 days after the equipment/parts has been received to schedule the work.
3. Additional repairs, if any, shall be submitted on another proposal for approval before such repairs are performed.
4. All work to be performed during normal business hours 8:00 a.m. – 4:30 p.m. completed in a timely manner. Company holidays excluded.
5. Sales tax not included except as noted.
6. Contractor is not responsible for existing code violations, if any.
7. Work not specifically itemized within this scope is not included in this agreement.
8. Contractor is not responsible for delays beyond its control.

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Customer

Darrell Baker

Signature (Authorized Representative)

Signature (Authorized Representative)

Darrell Baker

Name (Print/ Type)

Name (Print/ Type)

817-964-6249

Phone

Title

12/19/2025 P03632

Date Proposal #

Date PO#

Contractor License No: TACLA12338C / M44262
Regulated by The Texas Department of Licensing and Regulation
P.O. Box 12157, Austin, Texas 78711
1-800-803-9202, 512-463-6599
www.tdlr.texas.gov

Project Agreement Terms and Conditions

The following terms and conditions are incorporated into and a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. Contractor may invoice Customer on a monthly basis. Payments will be made in accordance with Government Code Sec. 2251.021 Time for Payment by Governmental Entity.
4. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-materials basis at Contractor's rates then in effect) over the sum stated in this Agreement.
5. In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.
6. In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.
7. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

8. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or to the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.
9. Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injury to or damages received or sustained by any person, persons, or property on account of any negligent act or fault in performance under this Agreement. Provider shall pay any judgment with cost, which may be obtained against Collin County growing out of such injury or damages.
10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
11. Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax.
12. In the event of significant delay or price increase of material or equipment occurring between the date of this proposal and the date of execution of the Subcontract through no fault of [DynaTen], the contract sum, contract schedule, and contract requirements shall be equitably adjusted in the Subcontract. A change in price of an item of material or equipment shall be considered significant when the price of an item increases >5% percent between the date of this proposal and the date of execution of the Subcontract.
13. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.
14. This Agreement is between Contractor and Customer alone, and neither intends that there be any third party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Only to the extent allowed by law, Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.
15. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
16. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer and Contractor, in whole or in part, without the express prior written consent of either party. This Agreement shall be

governed by and construed in accordance with the laws of the State of Texas. This agreement is performable in Collin County, TX.

17. If paying with credit card a 3% surcharge will be added to total project price.

18. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.