

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "County", and, DRYTEC Moisture Protection Technology Consultants, Inc., an S Corporation, hereinafter referred to as "Consultant", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the County desires to engage the services of the Consultant to provide professional waterproofing and roofing services for various County projects.

WHEREAS, the Consultant desires to render such services for the County upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Retention of the Consultant

The County hereby agrees to retain the Consultant to perform waterproofing and roofing services; Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

II. Scope of Services

The parties agree that Consultant shall perform such services set forth and described on properties listed on Exhibit "A", on an as needed basis. Work shall be preceded by a Notice to Proceed issued by County. The parties understand and agree that deviations or modifications in the form of written amendments may be authorized from time to time by the County.

III. Schedule of Services

The Consultant agrees to commence its services immediately upon execution of this Agreement, or as otherwise directed in writing by the County. Consultant shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond its reasonable control. Should such circumstances occur, the Consultant shall, within a reasonable time of being prevented from performing, give written notice to the County describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Consultant shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Rate Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Consultant further agrees that it will prepare and present such monthly progress reports and itemized statements per the Rate Schedule described in said Exhibit "C".

Payment will be made in accordance with The Texas Government Code, Title 10, Subtitle F, Chapter 2251. Consultant further agrees to the following terms prior to payment being due by County:

V. Information to be provided by the County

The County agrees to furnish to Consultant, prior to the Consultant's commencement of its services, all that information set forth and described in the Request for Qualifications (RFQ), which is attached hereto and thereby made a part of this Agreement.

VI. Meetings

In addition to providing the progress reports as required under Paragraph IV herein above, Consultant agrees to attend all regularly scheduled meetings and other meetings, as may be required and scheduled by County. Consultant shall, at such meetings, outline work accomplished and special problems or delays encountered during the previous report period, as well as planned work activities and special problems and delays anticipated for the next report period.

VII. Insurance

Consultant agrees to meet all insurance requirements as set forth on Exhibit "D" which is attached hereto and thereby made a part of this Agreement.

VIII. Indemnity

The Consultant shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property directly and proximately resulting from the negligent act or fault of the Consultant, or of any agent, employee, subcontractor or supplier of the Consultant in the execution of, or performance under, any contract which may result from award. Consultant shall pay any judgment with cost which may be obtained against Collin County and participating entities growing out of such injury or damages.

IX. Independent Contractor

In the performance of services hereunder, the Consultant shall be deemed an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent, subcontractor or employee of the County.

X. Assignment and Subletting

The Consultant agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the County. The Consultant further agrees that the assignment or subletting or any portion or feature of the services required in the performance of this Agreement shall not relieve the Consultant from its full obligations to the County as provided by this Agreement.

XI. Audits and Records/Prohibited Interest

The Consultant agrees that at any time during normal business hours, and as often as County may deem necessary, Consultant shall make available to representatives of the County for examination all of its

records with respect to all matters covered by this Agreement, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of three (3) years from the date of final settlement of this Agreement or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

The Consultant agrees that it is aware of the conflict of interest requirements of the state law, which are applicable to persons entering into contracts with the County and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit shown in Exhibit "E". Consultant understands and agrees that the existence of a conflict of interest during the term of this Agreement will render the agreement voidable.

XII. Contract Termination

The parties agree that County shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Consultant. In the event of such termination without cause, Consultant shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Consultant in connection with this Agreement. Consultant shall have the right to terminate this Agreement upon thirty (30) days written notice to County in the event of the County's breach of any material term of this Agreement, including but not limited to compensation and method of payment. Regardless of which party initiates termination, Consultant shall be entitled to compensation for any-and-all services completed to the satisfaction of County in accordance with the provisions of this Agreement prior to termination.

XIII. Ownership of Documents

Original documents created by Consultant are the property of the Consultant; however, the Project is the property of the County, and Consultant may not use the drawings and specifications therefore for any purpose not relating to the Project without County's consent. County shall be furnished with such reproductions of documents as County may reasonably require. Upon completion of the services or any earlier termination of this Agreement under Article XII, Consultant will promptly furnish the County with all documents related to the services performed under this agreement. Any reuse will be at the County's sole risk and without liability or legal exposure to Consultant.

XIV. Complete Contract

This Agreement, including the exhibits hereto numbered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. Mailing of Notices

Unless instructed otherwise in writing, Consultant agrees that all notices or communications to the County permitted or required under this Agreement shall be addressed to the County at the following address:

Collin County Construction
Bill Burke
4600 Community Ave
McKinney, TX 75071

Collin County Administrator
Bill Bilyeu
2300 Bloomdale Rd, #4192
McKinney, TX 75071

Purchasing Department
2300 Bloomdale Rd., #3160
McKinney, TX 75071

County agrees that all notices or communications to Consultant permitted or required under this Agreement shall be addressed to Consultant at the following address:

DRYTEC Moisture Protection Technology Consultants, Inc.
8750 N. Central Expressway
Suite 725
Dallas, Tx 75231

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the date such notice or communication is posted by the sending party.

XVI. Miscellaneous

A. Paragraph Headings

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Interpret Contract Fairly

Although this Agreement is drafted by County, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorable for either party.

C. Venue/Governing Law

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. The venue for any litigation related to this Agreement shall be in Collin County, Texas.

D. Parties Bound

County and Consultant, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date

This Agreement shall be effective from and after execution by both parties hereto.

G. Term of Agreement

The term of Agreement shall conform to the schedule as stipulated in Exhibit "B" attached herein. No other extension shall be authorized unless granted by written agreement between the County and Consultant.

ACKNOWLEDGMENT

STATE OF TEXAS }

COUNTY OF Dallas }

BEFORE ME, _____ on this day personally appeared LIZ CASALINO, of DATTEC, an S- Corporation, known to me (or proved to me on the oath of _____ or through LICENCE (TX) (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of the corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13 day of October, 2023.

Carol M. Minshew
Notary Public, State of Texas

Carol Minshew
Printed Name



My Commission expires on the 13 day of October, 2023

STATE OF TEXAS }

COUNTY OF COLLIN }

BEFORE ME, Gina Zimmer on this day personally appeared Michelle Chamoski, Purchasing Agent of COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of COLLIN COUNTY, TEXAS, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13 day of November, 2023.

Gina Zimmer
Notary Public, State of Texas

Gina Zimmer
Printed Name



My Commission expires on the 22 day of October, 2024

EXHIBIT "A"

SCOPE OF SERVICES

1. Before commencing work on any project the Consultant shall submit his proposed fee in writing. Work for each phase and/or project shall be preceded by a Notice to Proceed issued by County. The parties understand and agree that deviations or modifications in the form of written amendments change orders may be authorized from time to time by the County.
2. The Consultant will serve as the County's professional representative under this Agreement, providing professional consultation, advice and furnishing customary services incidental thereto. The Consultant agrees to cooperate and coordinate with other design professionals, the County and its contractors to help facilitate efficient construction of the Project and maintain the Project schedule.
3. The Consultant shall advise the County with regard to the necessity for subcontracting work in connection with the design and Consulting work to be performed hereunder. The Consultant shall also advise the County concerning the results of same. Such information shall be furnished to the County.
4. The presence or duties of the Consultant's personnel at a construction site, whether as on-site representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to County's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including but not limited to, all construction methods, means, techniques, sequences and procedures necessary for completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.
5. The Consultant will make periodic recommendations for periodic construction progress payments to the construction contractor. Recommendations by the Consultant to the County for periodic construction progress payments to the construction contractor will be based on the Consultant's knowledge, information, and belief from sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that there are not other matters at issue between the County and the construction contractor that affect the amount that should be paid.
6. The Consultant agrees to provide a complete and coordinated set of drawings and specifications for the construction of the Project, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. Construction drawings, specifications, and other construction documents prepared by the Consultant or its consultants and submitted to the County for approval or contractors for bidding or negotiation purposes shall be complete and capable of construction "as is". While the utility of communications between design professionals and construction contractors for the purpose of clarifying design intent is recognized, the Project should be capable of construction without the necessity of formal revisions or contract modifications to provide missing design information after construction contracts are awarded. Said documents shall comply with all applicable codes, ordinances, statutes, and regulations governing the design of the Project.
7. The Consultant shall assist the County in the preparation and filing of documents required for the approval of governmental authorities having jurisdiction over the Project.
8. Consultant shall provide services including, but not limited to the services outlined in 4.0 Scope of Services from the RFQ.

EXHIBIT "B"

PROJECT SCHEDULE

It is intended that this contract will be for a one-year term beginning on the date of award and continuing through and including September 30, 2024 with the option to renew for four (4) additional one (1) year terms.

Project Schedule will be determined by each individual project.

Waterproofing and roofing for various projects will be performed on an as needed basis and upon request of the County. Completion schedules will vary depending on the size and complexity of each project.

EXHIBIT "C"

RATE SCHEDULE

**DRYTEC Moisture Protection Technology Consultants
BILLING RATES**

Name	DRYTEC Title	DRYTEC Hourly Rate 2023	DRYTEC Hourly Rate 2024
Thomas Brand	Consultant	\$238.00	\$249.00
Liz Caballero	Principal	\$220.00	\$230.00
Dan DeMeyer	Principal	\$220.00	\$230.00
Aden Ramos	Associate Principal	\$130.00	\$137.00
Javier Hernandez	Intern Architect	\$123.00	\$129.00
Andres Almaraz	Field Observer	\$110.00	\$115.00
Buddy Comstubble	Senior Field Observer	\$110.00	\$115.00
Ty Miller	CAD Technician	\$110.00	\$115.00
Carol Minshew	Administrative Support	\$110.00	\$115.00

Name	DRYTEC Title	DRYTEC Hourly Rate 2025	DRYTEC Hourly Rate 2026
Thomas Brand	Consultant	\$260.00	\$273.00
Liz Caballero	Principal	\$240.00	\$255.00
Dan DeMeyer	Principal	\$240.00	\$255.00
Aden Ramos	Associate Principal	\$144.00	\$151.00
Javier Hernandez	Intern Architect	\$135.00	\$142.00
Andres Almaraz	Field Observer	\$121.00	\$127.00
Buddy Comstubble	Senior Field Observer	\$121.00	\$127.00
Ty Miller	CAD Technician	\$121.00	\$127.00
Carol Minshew	Administrative Support	\$121.00	\$127.00

Name	DRYTEC Title	DRYTEC Hourly Rate 2027
Thomas Brand	Consultant	\$286.00
Liz Caballero	Principal	\$265.00
Dan DeMeyer	Principal	\$265.00
Aden Ramos	Associate Principal	\$159.00
Javier Hernandez	Intern Architect	\$149.00
Andres Almaraz	Field Observer	\$133.00
Buddy Comstubble	Senior Field Observer	\$133.00
Ty Miller	CAD Technician	\$133.00
Carol Minshew	Administrative Support	\$133.00

EXHIBIT "D"

INSURANCE REQUIREMENTS

1.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

1.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability.

- Each Occurrence: \$1,000,000
- Personal & Adv Injury: \$1,000,000
- Products/Completed Operation: \$1,000,000
- General Aggregate: \$2,000,000

1.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease Policy Limit: \$500,000

1.1.3 **Commercial Automobile Liability** insurance including owned, non-owned, and hired vehicles used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

1.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence Aggregate: \$1,000,000

1.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

1.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

1.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be for General Liability, Commercial Automobile Liability and Workers' Compensation.

1.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

1.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

1.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

- 1.2.5 All copies of Certificates of Insurance shall reference the project/contract number.
- 1.3 All insurance shall be purchased from an insurance company that meets the following requirements:
 - 1.1.1 A financial rating of A+ VII or better as assigned by the BEST Rating Company or equivalent.
- 1.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
 - 1.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
 - 1.4.2 Sets forth the notice of cancellation or termination to Collin County.

EXHIBIT "E"

AFFIDAVIT OF REGULATION OF CONFLICTS OF INTEREST

The undersigned declares and affirm that during the term of this contract they will maintain compliance as defined in Vernon's Texas Codes Annotated, Local Government Code Title 5, Section C, Chapter 171.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Firm DAYTEC Moisture Protection Technology Consultants, Inc.
Title of Officer President
Signature of Officer Liz Caballero
Date: 10-13-2023

ACKNOWLEDGMENT

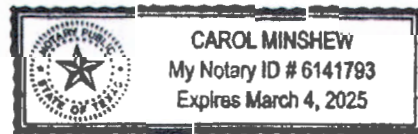
STATE OF TEXAS }
COUNTY OF DALLAS }

BEFORE ME, on this day personally appeared LIZ CABALLERO, known to me (or proved to me on the oath of _____ or through LICENSE (TX) (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13 day of October, 2023.

Carol Minshe
Notary Public, State of Texas

Carol Minshe
Printed Name



My Commission expires on the 04 day of March, 2025

H. Observe and Comply

Consultant shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this Agreement and the work hereunder, and shall observe and comply with all orders, laws, ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. Consultant agrees to defend, indemnify and hold harmless County and all of its officers, agents, and employees from and against all claims or liability arising out of the violation or any such order, law, ordinance, or regulation, whether it be by itself or its employees.

I. Expenses for Enforcement

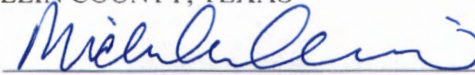
In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

WITNESS OUR HANDS AND SEALS on the date indicated below.

Date: 11/13/23

COLLIN COUNTY, TEXAS

By:



Michelle Charnoski, NIGP-CPP, CPPB

Purchasing Agent

Court Order No. 2023-1082-11-06

DRYTEC Moisture Protection Tech. Consult.

Date: 10-13-2023

By: Liz Caballero

Title: President