

January 15, 2014

Lieutenant David Blankenship  
Johnson County Sheriff's Office  
Jail Administrator  
1800 Ridgemar Drive  
Cleburne, Texas 76031

Email: [DavidBlankenship@johnsoncountytexas.org](mailto:DavidBlankenship@johnsoncountytexas.org)  
Office: 817-556-6024  
Fax: 817-556-6098

RE: Proposal for Visual Roof Survey  
JCC#2 and JCC #3  
1800 Ridgemar Drive  
Cleburne, Texas 76031  
PSI Proposal Number: 112089 REV 2

Dear Mr. Blankenship:

Professional Service Industries, (PSI) is pleased to submit the following proposal for visual roof survey for the two buildings (referred to as JCC#2 and JCC #3 in the attached drawings). We have performed visual surveys on many regional projects as well as on many properties throughout the United States. Included in this proposal is an outline of the proposed scope of services and associated fees.

### **Project Understanding**

PSI understands that the client intends to have the existing roof areas surveyed to identify the most probably causes for the ongoing past roof leaks as well as to identify possible remediation options for stopping the leaks. PSI understands that this project is located within an active correctional facility and that PSI will need to be escorted during the time on site. This proposal is limited to the roofs on two metal framed buildings at the referenced site (JCC#2 and JCC #3). The referenced buildings have a metal panel roof system with a slope of approximately 4 in 12 and have an approximate total roof area of 34,000 square feet. We also understand that past repairs have been attempted but have not resolved the interior leak conditions. Furthermore, the client reports some water dripping even during periods where precipitation is not occurring at JCC#3.

PSI understands that our services are limited to a visual roof and that it does not include any extensive destructive examinations. Nor does it include any structural or environmental testing/examination. The purpose of this visual roof survey is to review

the existing roof systems for possible moisture intrusion sources and provide recommendations for corrective action.

The following scope of services is based on the project information provided to this date.

### **Scope of Services**

#### **Visual Survey**

Below is a listing of the proposed scope of services, along with a general description of the Visual Survey to be performed:

- PSI will only review basic roof drawings and provided history related to the project.
- PSI will walk the roof areas and perform an up close visual examination of the metal panels, including their attachment, laps and flashings.
- PSI will perform a visual survey of the rooftop HVAC equipment for possible moisture intrusion sources
- PSI will take limited digital photographs of the roof conditions.
- PSI will take interior temperature and relative humidity readings to evaluate the potential for condensation in the buildings. Due to the wide range of interior air temperature and relative humidity that can occur depending on building usage, the measurements taken at the time of the site visit may not indicate a condition where condensation is likely to occur. PSI will interview site personnel to identify the range of interior temperature and relative humidity that may exist.

The client agrees to provide safe and timely access to all site areas and spaces necessary to complete the proposed scope of services above. During PSI's site visit we request that a client representative who is familiar with the site accompany our representative. The client agrees to notify PSI if any existing roof warranties are valid or enforceable prior to the PSI roof survey. Therefore, PSI does not assume any liability for existing roof warranties on this facility before, during or after our services are completed. By accepting this proposal, client agrees to waive all PSI responsibility and liability regarding the potential complications from a breached or compromised roof warranty.



### **Written Survey Report**

At the conclusion of the site visit, a written data report will be prepared. The report will include the following:

- A general description of the project, roof and weather conditions during survey.
- A general description of the roofing conditions and observed assembly.
- Digital photographs of notable conditions and features observed at the site.
- A drawing or sketch will be marked with suspect moisture entry or moisture causes.

This scope of work for visual roof survey specifically does not include extensive destructive testing (such as removal of the metal panels to visually examine the full profile of the roof system components). If applicable, suspended ceiling tiles will be removed to permit access to the interior ceiling areas.

Please note that unless otherwise specifically stated, the services outlined in this proposal do not include inspection or testing for the presence of mold or other indoor microbial organisms. Therefore, PSI does not assume any liability for the presence of mold and/or other microbial organisms in this facility before, during or after our services are completed. By accepting this proposal, client agrees to waive all PSI responsibility and liability regarding the potential presence of mold or other microbial organisms on this project.

PSI will not participate in legal arbitration, legal mediation, litigation or act as a witness (expert or otherwise) without a separate future written agreement which includes appropriate legal language and professional consulting fees.

### **Professional Fees**

It is proposed that the fee for the visual roof survey as described above be performed for a total lump sum cost of **\$6,600.00**. This fee includes PSI travel and equipment expenses. PSI will not be responsible for roof access equipment. Our fees are based on roof accessibility provided by others to the roof area.

Additional time and fees will be added or subtracted to the contract amount via a change to contract amendment form.

### **Additional Services**

Additional work required beyond the scope of services included in this proposal, or as caused by factors beyond PSI's control, will be invoiced on a time and expense basis according to the attached Fee Schedule. Additional work will not be performed without prior authorization.



**Proposed Work Schedule**

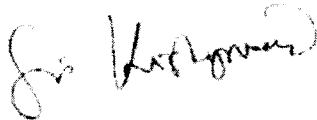
Based upon our current schedule, PSI proposes to initiate services on this project within seven (7) to ten (10) working days after receiving authorization to proceed. If an expedited schedule is needed, please advise as soon as possible so that PSI can let you know our immediate availability.

**Authorization**

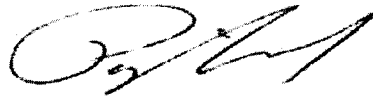
If this proposal is acceptable to you, PSI will perform the work in accordance with the General Conditions governing the existing project. Please sign below as notice to proceed and return one copy of this change order intact to our office. We will proceed with the work upon receipt of authorization.

We appreciate this opportunity to be of service to you, and look forward to working with you on your project. Please call with any questions you may have, or if PSI can be of any additional service.

Respectfully submitted,  
**PROFESSIONAL SERVICE INDUSTRIES, INC.**



Sri Krishnaprasad, PE  
Department Manager



Paul Majkowski, RRC  
Principal Consultant  
Facilities & Roofing

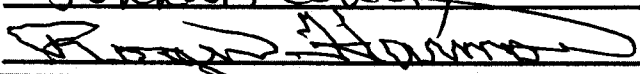
Attachments:      Floor Plans (JCC#2 and JCC #3)  
                         Project Data Sheet  
                         Facilities Fee Schedule 2013  
                         Additional Terms  
                         General Conditions



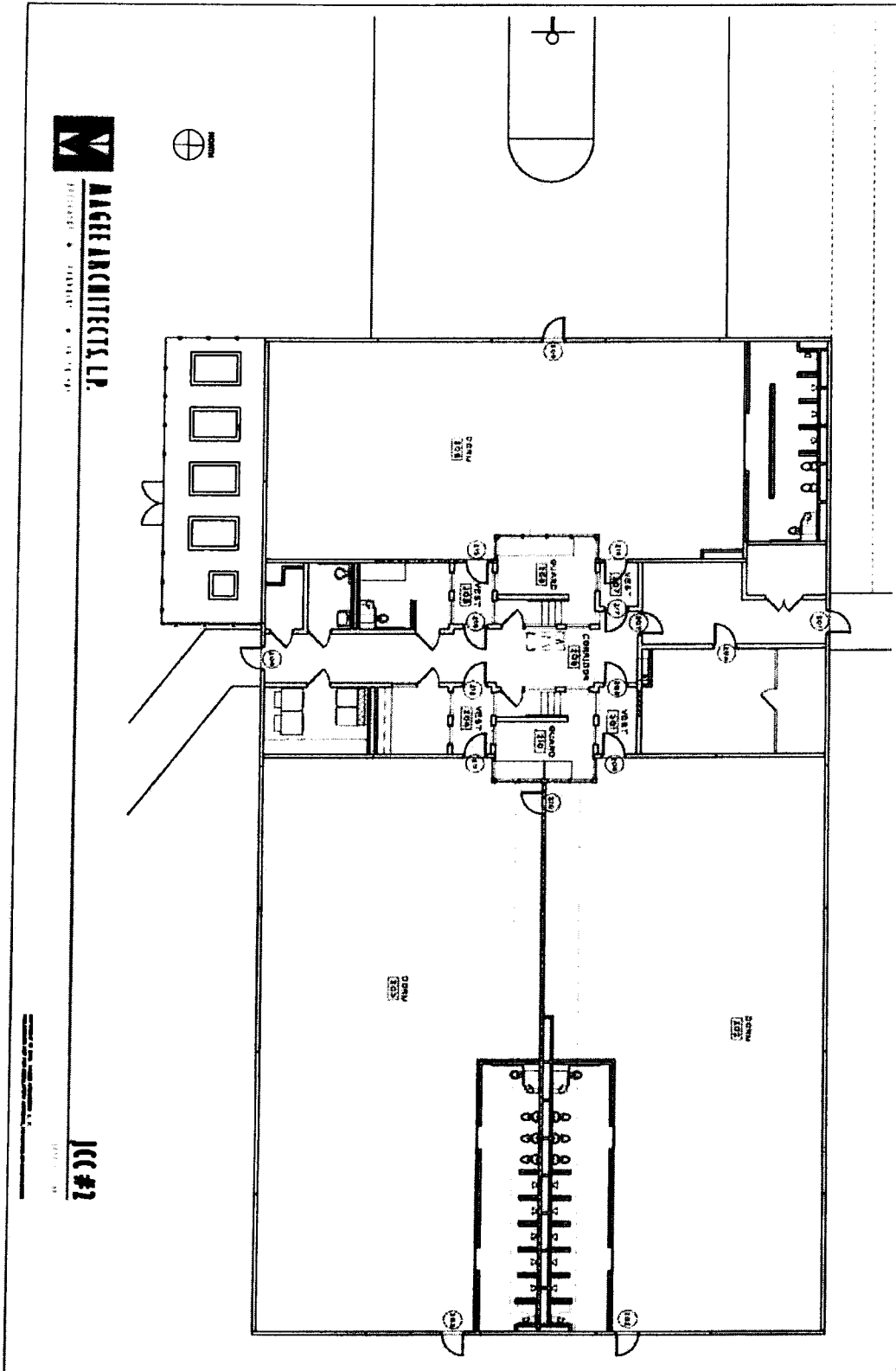
**In addition to the services listed in this proposal, PSI provides a complete range of services, as listed below. For more information or a proposal on any of these services, please contact a PSI representative.**

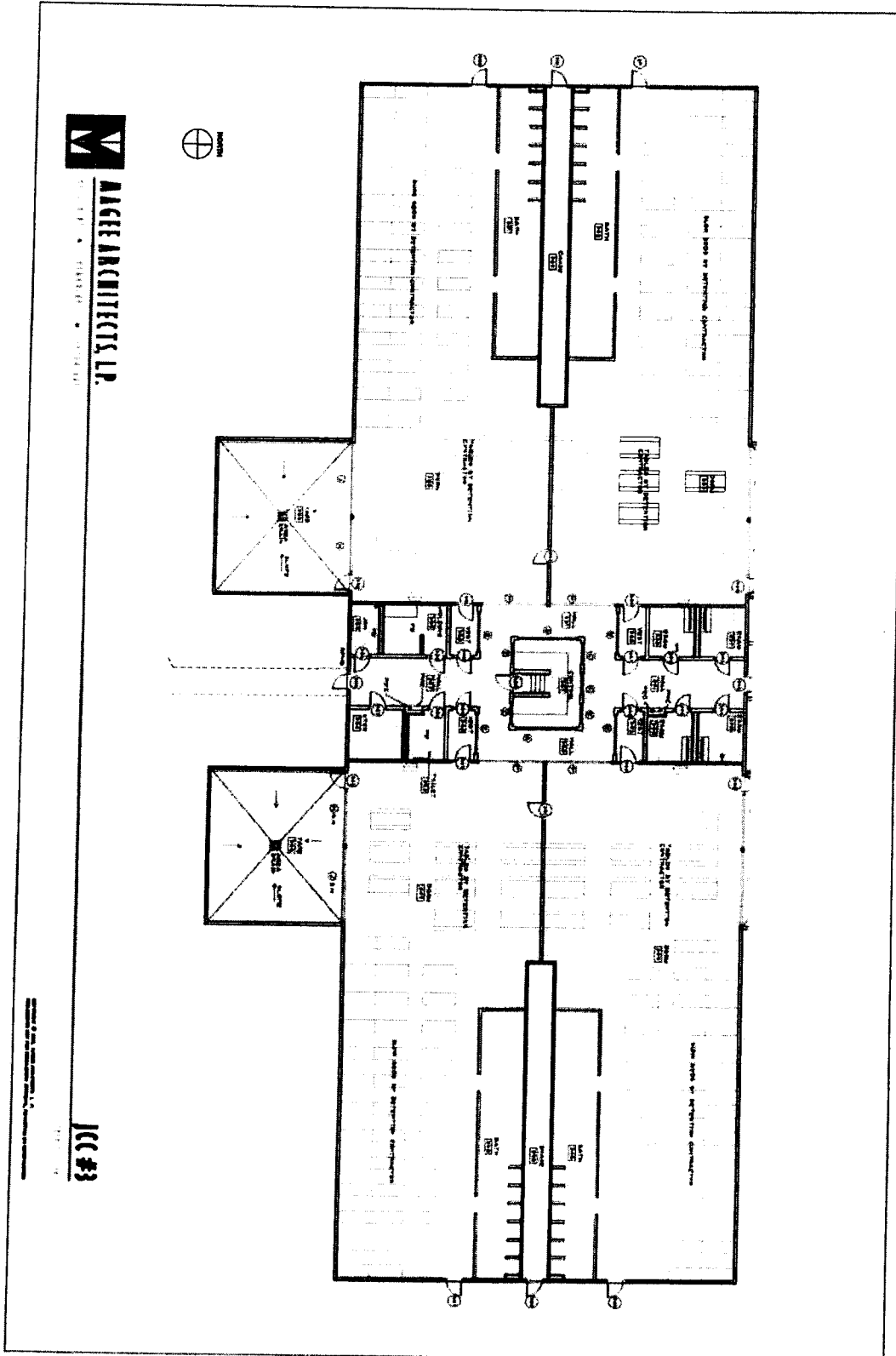
~ Roof Assessment Consulting	~ Waterproofing Assessment Consulting
~ Building Envelope Consulting	~ Property Condition Assessments
~ Pavement Consulting	~ Building Systems Commissioning
~ Code Compliance Assessments	~ Environmental Assessments
~ Federal Required Energy/Specialty Testing	~ Geotechnical Engineering & Testing
~ Variety of ASTM Testing	~ Asbestos and Lead-Based Paint
~ Construction Materials Testing & Engineering	~ Indoor Air Quality Testing

**PROPOSAL ACCEPTANCE:**

AGREED TO, THIS <u>10<sup>th</sup></u> DAY OF <u>February</u> , 2014
AUTHORIZED TO PROCEED WITH THE FOLLOWING:
BY (please print): <u>Roger Harmon</u>
TITLE: <u>County Judge</u>
COMPANY: <u>Johnson County</u>
SIGNATURE: 







AGE ARCHITECTS, LP  
ARCHITECTS

ICC #3

**PROJECT DATA SHEET**

1. Project Name: \_\_\_\_\_

2. Project Location: \_\_\_\_\_

3. Your Job No: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_

4. Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

5. Site Contact: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

6. Number and Distribution of Inspection Reports:

( ) Copies To: \_\_\_\_\_

( ) Copies To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

( ) Copies To: \_\_\_\_\_

( ) Copies To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

7. Invoicing Address: \_\_\_\_\_

8.

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

9. Other Pertinent Information:

\_\_\_\_\_



**SCHEDULE OF FACILITIES CONSULTING SERVICES & FEES**

Dallas, Texas - Professional Service Industries, Inc. Effective January 2014

**ENGINEERING: Engineering and technical services for visual observations, structural evaluation, specifications, calculations, field supervision, data analysis, failure analysis, engineering evaluations, high tech field testing, recommendations, reporting and consultations. Facilities services can be provided for structural systems, pavements, foundations, curtain and exterior wall systems, waterproofing, Americans with Disabilities Act (ADA), mechanical, electrical, plumbing and roofing.**

Chief Engineer /Principal in Charge.....	\$170.00
Regional Senior Engineer /Senior Consultant (per hour).....	\$140.00
Principal Consultant (per hour).....	\$140.00
Senior Roof & Waterproofing Consultant (per hour).....	\$130.00
Senior Engineer (per hour).....	\$130.00
Senior Technical Professional (per hour).....	\$120.00
Staff Engineer (per hour).....	\$110.00
Roof Consultant/Project Manager (per hour).....	\$100.00
Facilities Specialist (per hour).....	\$100.00
Facilities Technologist (per hour).....	\$ 75.00
Computer Aided Drafting Services (per hour).....	\$ 70.00
Roof Observer (per hour).....	\$ 65.00
Administrative Assistant Services (per hour).....	\$ 50.00
Support Technician Services (per hour).....	\$ 45.00

**SURVEYS: *Cursory visual review of individual building systems.***

Structural (minimum charge).....	\$2,950.00
Exterior Waterproofing (minimum charge).....	\$2,500.00
Pavement (minimum charge).....	\$2,000.00
Interiors (minimum charge).....	\$2,000.00
Site (minimum charge).....	\$2,000.00
American Disability Act (ADA) (minimum charge).....	\$2,400.00
Roofing (minimum charge).....	\$2,200.00
Ground Penetrating Radar/FerroScan (Full Day).....	\$1,300.00
Report for GPR or FerroScan.....	\$650.00

These are minimum charges. Cost will vary depending on size, type, configuration, use, location, and age of systems. In addition, scope of

work will vary the fee. An exact quote will be given on a project-by-project basis.

**FACILITIES INSTALLATION QUALITY ASSURANCE OBSERVATION:**

Roof Maintenance Program .....	Fee Negotiated
Roof Observer (per hour with a 4-Hour daily minimum) .....	\$65.00
CADD Draftsman (per hour) .....	\$70.00

**EQUIPMENT: Mobilization of Facilities Equipment (per project) \$600.00**

Infrared Equipment Usage (per day) .....	\$550.00
Nuclear Moisture Meter Usage (per day) .....	\$150.00
Capacitance Meter Usage (per day) .....	\$150.00

**TRAVEL: Mileage Charge (per mile) ..... \$0.80**

Travel Expenses (commercial transportation, lodging, etc.) at cost plus fifteen percent (15%).

Per Diem applies when site is more than 50 miles from the PSI Roof Consulting office. Hourly charges are from portal to portal.

**REMARKS:**

1. Services and/or fees not listed above will be quoted upon request.
2. The above unit prices are applicable for six months from the date of this proposal and are subject to change without notice thereafter.
3. Overtime rates will be one and one half (1.5) times the hourly rate for services performed over eight (8) hours per day, Monday through Friday, and two (2.0) times the hourly rate on Saturdays, Sundays and Holidays.
4. Standby time due to delays beyond our control will be charged at the applicable hourly rate.
5. Litigation trial rates and research rates will be performed at 2.0 times the stated hourly rate.

**Additional Terms for PSI Roofing Services**  
**(these are additional terms supplement and do not replace PSI's General Conditions)**

1. **Roof Access:** Client agrees to provide PSI safe access to the roof areas which are to be included in the work. Safe access may include, for example, a working roof hatch, or a penthouse door that leads out onto the roof. Safe access may also include wall mounted ladders provided that safety cages are in place for ladders greater than 12 feet in elevation.
2. **Review of Provided Roof History:** Unless otherwise specifically noted, PSI's review of provided documentation and roof history shall be limited to a cursory review of the provided documents so as to gather the basic elements of the existing building construction. Information and documents provided by client representatives shall be considered valid and PSI shall be entitled to rely on such. PSI makes no claims that all historical information will be obtained through these cursory reviews
3. **Roof Cores:** Unless otherwise specifically noted, any roof cores taken by PSI will be done so as to determine the approximate roof construction profile and conditions at that location. Roof cores will NOT be taken in any roofs that are currently under an existing warranty. Should the Client require roof cores in areas under warranty, the Client will hold PSI harmless for any resulting effect on the warranty. The Client may at their option elect to hire a roofing contractor who may be capable of cutting and patching the roof without voiding the existing warranty, however, since PSI would expect to be on site for only a limited time, the Owner would need to coordinate this coring to coincide with the PSI site visit. Cores made by PSI will be patched using normal industry methods and this patch is temporary in nature. By authorizing the work to include cores, the client will hold PSI harmless for any roof leaks that may result from the temporary patching.
4. **Asbestos Testing:** OSHA and EPA requirements for the removal and handling of asbestos containing roofing material (ACRM) may apply to roofing materials, and as such, presence of ACRM can significantly impact the cost of removal, handling and disposal of affected roof components. Testing of a minimum of three (3) roof membrane samples and a minimum of three (3) flashing samples per contiguous roof area is generally recommended. This testing is not required in cases where sufficient asbestos testing of the roof has previously been performed. Asbestos testing of samples is done using EPA recommended polarized light microscopy with dispersion staining. Samples that are found to contain 1% or more asbestos fibers are considered as having a positive result. It is understood that PSI shall assume no liability for the presence of asbestos-containing roofing material in areas that were not sampled and tested. When the purpose of sampling is to provide the Owner with an asbestos inspection report, the sampling work may need to be coordinated and performed under the direction of a Certified Asbestos Technician. Where any lesser sampling and testing is performed, PSI shall be held harmless by the Client from any matters related to the sampling, testing and reporting of Asbestos Materials. Additionally, unless otherwise noted, any testing for Asbestos Materials shall be limited to the roof membrane layers and associated roof insulation and flashing and does not extend to other materials on the roof or in the building that are not directly roof system components (such as adjoining siding panels, window/wall caulking or pipe wrap material).
5. **Report of Hidden or Latent Roof Conditions:** PSI's services shall be limited to observable roof/building conditions. Much of the roof system can be hidden, either by interior ceiling tiles below, by the roof deck, or by the roof membrane above. Where there are two or more roof membrane systems in place, direct observations of the buried roof membrane system will not be made. In some cases electrical conduit can be buried within the roof system or tucked up under the roof deck that is not observable during a visual survey. It is client's responsibility to provide PSI with details as to potential hidden or latent roof conditions or undisclosed utilities. Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses related to any such condition.
6. **Roofing Survey Limited in Nature:** PSI makes no representation as to the structural integrity of the existing roof deck and/or any of the supporting framing members/components. Where decking is visibly stained or otherwise obviously deteriorated, PSI will endeavor to report on these conditions when it is part of the proposed work. PSI will not provide any structural engineering analysis or structural survey. Where suspected above normal moisture may exist within the roof system, PSI cannot verify the exact extent moisture may exist, except in the limited condition where cores are taken and the materials at that location are removed, bagged and laboratory dried.
7. **Infrared Moisture Surveys:** Infrared Moisture Surveys are commonly performed at night. Many conditions can affect the results of such surveys, including: windspeed, the interior and exterior temperatures, the type of roof deck, the type and thickness of insulation, the type of roof membrane, the surfacing of the roof membrane, the conditions on the top surface of the roof (debris, water, snow, equipment). Typically the winds must be less than 15 mph. In cool/cold weather the temperature difference from the inside to the outside should be 25 degrees F. In the warmer weather, the daytime roof temperatures should be a minimum of 25 degrees higher than the nighttime temperature. Roofs should have little to no ponding water and should not have any brightly reflective surface (aluminum coating). Where the types of roof insulation do not readily absorb and retain significant above normal moisture (such as rigid foams, including ISO or XEPS or foamglass) the infrared survey may not be suitable. Where the insulation retains only a small amount of abnormally high moisture, or where a dry layer of insulation is over a damp/wet/saturated layer, the dry layer of insulation may block the heat loss from the lower layer and mask those heat loss conditions. Where there are two roof systems, it may occur that one roof system will have damp/wet/saturated insulation, while the other may be within the normal range. When performing an infrared moisture survey, PSI will attempt to follow suggested industry practices whenever practical.
8. **Nuclear Grid Moisture Surveys:** Typically Nuclear Grid Surveys are performed on a pre-selected grid. The layout of the actual grid may need to be such that curbs and other roof features are accommodated. Where a roof has large stone used as ballast, the stone will be placed to the side and later reset. Since nuclear grid surveys are taken at specific points there will be areas of the roof that will not be tested. Readings should be understood to reflect only the conditions taken at the grid point. Often the grid points will be marked on the surface of the roof in some way. Should the Client not want to have markings made to their roof, they should provide such notice to PSI prior to the scheduling of the work.
9. **Schedule:** While PSI may have included some preliminary or anticipated schedules in this proposal, PSI cannot be responsible for delays due to weather, nor delays on the part of any contractor. Following receipt of signed authorization for work, PSI will attempt to contact our Client to schedule services.

## GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services PSI is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed document between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of ~~eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid.~~ Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, ~~any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.~~
10. **ALLOCATION OF RISK:** CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. However, client does not agree to indemnify PSI from any third party claims. SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.
11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. ~~Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any civil cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.~~
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring PSI to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
15. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in DuPage County, Illinois, or the Federal Court for the Northern District of Illinois, Texas
16. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

**JOHNSON COUNTY CONTRACT TERMS  
ADDENDUM - PROFESSIONAL SERVICES INDUSTRIES, INC.**

---

This Johnson County Contract Terms Addendum – PROFESSIONAL SERVICES INDUSTRIES, INC., (hereinafter referred to as the “ADDENDUM”) is between Johnson County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as “COUNTY”), and Professional Services Industries, INC. (hereinafter referred to as PSI or “SERVICE PROVIDER”), collectively referred to as the “PARTIES”, and is an addendum to the Additional Terms for PSI Roofing Services AND the GENERAL CONDITIONS promulgated by PSI,. Said documents, including this Addendum shall constitute the entire and complete contract, (hereinafter referred to as the “AGREEMENT”), between the Parties.

NOW, THEREORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. The Parties agree and understand that this Addendum is to clarify, limit, modify or delete terms and provisions of the Service Contract and in the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Service Contract, this Addendum shall control and amend the contractual provisions of the Service Contract and any provisions in the Service Contract to the contrary are hereby deleted.
2. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement will be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.
3. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.
4. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted.
5. The Parties agree that under the Texas Constitution and laws of the State of Texas, Johnson County cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.
6. The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental/sovereign immunity and limitations on liability, and that

County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said insurance coverage is limited to the statutory maximum limits of the Texas Tort Claims Act (Chapter 101, Texas Civil Practice and Remedies Code); therefore, any provisions requiring County to provide and maintain any insurance in excess of the statutory maximum limits are hereby deleted.

7. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled; therefore any provisions to the contrary are hereby deleted.

8. The Parties agree and understand that County does not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC"); therefore, any provisions to the contrary are hereby deleted.

9. The Parties agree and understand that County does not agree to waive any rights and remedies available to County under the Texas Deceptive Trade Practices-Consumer Protection Act; therefore, any provisions to the contrary are hereby deleted.

10. The Parties agree and understand that County does not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Service Contract, the equipment or its use; therefore, any provisions to the contrary are hereby deleted.

11. Pursuant to **Texas Government Code Section 2251.021** and this Agreement, a payment by a governmental entity under a contract is overdue on the 31<sup>st</sup> day after the later of:

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted. No other provision for overdue or past due payment shall be of any effect.

12. To the extent, if any, that any provision in this Agreement is in conflict with Chapter 552 of the Texas Government Code (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees


may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act.

13. Services provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

14. IN WITNESS WHEREOF, intending to be legally bound, the Parties have caused their authorized representative to execute this Agreement. Each representative whose signature appears on this Agreement represents and does hereby certify that they have the authority to enter into this Agreement for their represented Party.

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

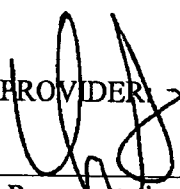
  
Roger Harmon  
County Judge

2-10-14  
Date

Attest:   
County Clerk, Johnson County

2-10-14  
Date

SERVICE PROVIDER

  
Authorized Representative  
Printed Name: SRI KRISHNAPRASAD  
Title: DEPT. MANAGER

1/31/14  
Date