CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY
☐ Consent ☐ Regular ☐ Statutory

Council Meeting Date:	03/17/2015
Department:	Public Works/David Falls
Department Head	Gerald P. Cosgrove
Agenda Coordinator (include phone #):	**Shawn Breen (972.769.4193)**

CAPTION

To approve an Engineering Services Agreement by and between the City of Plano and GME Consulting Services, Inc., for materials testing services, in the amount of $100,000, for the Requirements Contract 1 – Arterial Project No.6565, and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: **2014-15, 2015-16**	**Prior Year (CIP Only)**	**Current Year**	**Future Years**	**TOTALS**
Budget	2,337,504	7,807,496	5,250,000	**15,395,000**
Encumbered/Expended Amount	0	-4,262,661	0	**-4,262,661**
This Item	0	-50,000	-50,000	**-100,000**
BALANCE	2,337,504	3,494,835	5,200,000	**11,032,339**

FUND(S): CAPITAL RESERVE FUND

COMMENTS: Funding is available for this item in FY 2014-15 and planned for future years in the 2014-15 Capital Reserve CIP. Materials testing services is anticpated to cost $50,000 in 2014-15, leaving a current year balance of $3,494,835 available for other arterial concrete repair projects. Future year expenditures will occur within council approved appropriations.

STRATEGIC PLAN GOAL: Obtaining materials testing for future roadway repair projects relates to the City's goals of Financially Strong City with Service Excellence and Safe Large City.

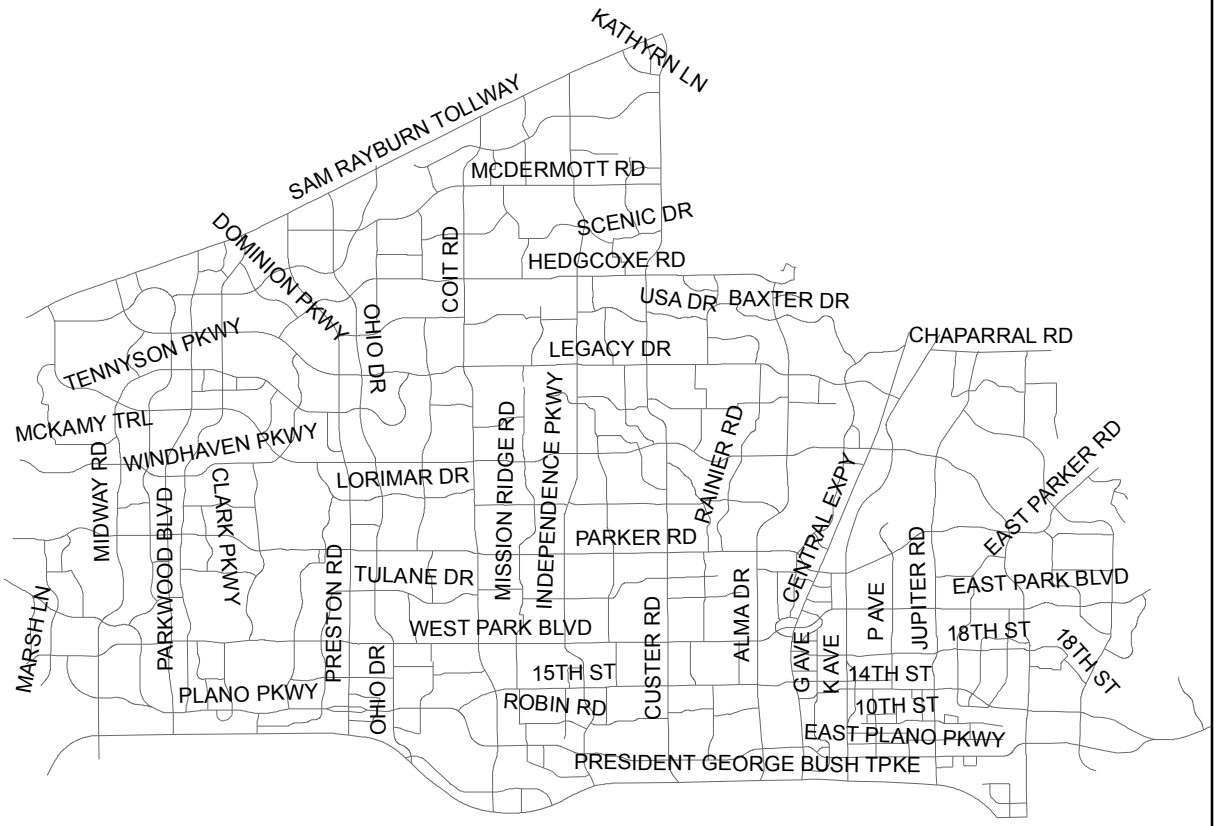
SUMMARY OF ITEM

This Engineering Services Agreement is for the material testing services required for arterial roadway repair at various locations throughout the City of Plano. This contract will terminate after the funds have been depleted or two years after the effective date, whichever occurs first.

Contract fee for this service is $100,000.00

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Location Map; Engineering Services Agreement	

LOCATION MAP



VARIOUS LOCATIONS
THROUGHOUT THE CITY OF PLANO

REQUIREMENTS CONTRACT 1 – ARTERIAL

PROJECT NO. 6565

CONSTRUCTION MATERIALS TESTING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **GME CONSULTING SERVICES, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

W I T N E S S E T H:

WHEREAS, the City desires to engage the services of the Engineer to perform material testing engineering services in connection with arterial projects located in the City of Plano, Collin and/or Denton County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, 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. Employment of the Engineer

The City hereby agrees to use the Engineer to perform professional engineering services in connection with arterial projects. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Engineer shall be able to perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City.

III. Schedule of Work

The Engineer agrees to commence work immediately upon assignment to a particular project, and to proceed diligently with said work, except for delays beyond the

reasonable control of Engineer, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement. This contract will terminate after all the money is spent or 2 years after the effective date, whichever occurs first.

IV. Compensation and Method of Payment

The parties agree that Engineer will be compensated for all services provided under this Agreement in the amount described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "C". The contract amount specified in Exhibit "C" shall not be exceeded without the written permission of the City. For each project assigned, Engineer shall submit a detailed cost estimate with fee schedule.

V. Information to be Provided by the City

The City agrees to furnish, prior to commencement of work on each project, all that information requested by Engineer and available in City's files.

VI. Insurance

Engineer agrees to meet all insurance requirements, and to require all consultants who perform work for Engineer to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

Engineer agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Engineer shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Engineer's notice shall include a description of the changes and how those changes vary from the insurance requirements of the contract/agreement.

VII. INDEMNITY

THE ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY THE ENGINEER'S, OR ITS OFFICER'S, AGENT'S, EMPLOYEE'S, CONSULTANT'S, REPRESENTATIVE'S OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL'S, NEGLIGENCE, INTENTIONALLY TORTIOUS CONDUCT,

INFRINGEMENT UPON INTELLECTUAL PROPERTY RIGHTS, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE CITY AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ENGINEERS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENESES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

ENGINEER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF ENGINEER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ENGINEER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ENGINEER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ENGINEER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ENGINEER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VIII. Independent Contractor

Engineer covenants and agrees that Engineer is an independent contractor and not an officer, agent, servant or employee of City; that Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

IX. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of

the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

X. Audits and Records

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City 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 one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

XI. Prohibited Interest

The Engineer agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Engineer shall execute the affidavit shown in Exhibit "E". Engineer understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

XII. Contract Termination

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XIII. Mailing of Notices

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

City of Plano
Public Works Department
Attn: Gerald P. Cosgrove, Director of Public Works
P.O. Box 860358
Plano, TX 75086-0358

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

GME Consulting Services, Inc.
Attn: Mark Kawalek, Principal
2526 Manana Drive Suite 109
Dallas, Texas 75220

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 addressee on the date such notice or communication is posted by the sending party.

XIV. Complete Contract

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

XV. 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. Contract Interpretation:

Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably 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 or Denton County, Texas. The parties further agree that exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Engineer, 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. Authority to Sign:

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

SIGNED on the date indicated below.

GME CONSULTING SERVICES, INC.
A Texas Corporation

DATE: 2-2-15

BY: _____
Marci Kawalek
CEO

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
BRUCE GLASSCOCK
CITY MANAGER

APPROVED AS TO FORM:

_____
Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 2nd day of February, 2015, by **MARCI KAWALEK, CEO** of **GME CONSULTING SERVICES, INC.**, a **TEXAS Company**, on behalf of said company.

Donna J. Lange

Notary Public, State of Texas

Donna J. Lange
Commission Expires
04-24-2016

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2_____, by **BRUCE GLASSCOCK, CITY MANAGER,** of the **CITY OF PLANO, TEXAS,** a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

_____

Notary Public, State of Texas

EXHIBIT "A"

SCOPE OF SERVICES

PROJECT NO. 6565

REQUIREMENTS CONTRACT 1 – ARTERIAL

CONSTRUCTION MATERIALS TESTING SERVICES AGREEMENT

PROJECT DESCRIPTION:

This contract is for material testing services for **REQUIREMENTS CONTRACT 1 - ARTERIAL.**

BASIC SERVICES:

A. General

1. Work included for each material test shall include:
   - Staff time for collecting sample(s) in the field or performing tests in the field.
   - Staff time for performing lab tests.
   - Equipment (Lab or field) time and vehicle time necessary for performing tests. This includes rental fees if necessary.
   - Completing test report forms including clearly indicating the following information:
     - a) Date issued
     - b) Project title and number
     - c) Testing laboratory name, address and telephone number
     - d) Name and signature of laboratory inspector
     - e) Date and time of sampling or inspection
     - f) Record of temperature and weather conditions
     - g) Date of test
     - h) Identification of product and specification section
     - i) Location of sample of test in the Project
     - j) Type of inspection of test
     - k) Results of tests and certification of compliance with Contract Documents
     - l) Professional review and interpretation of test results and reports
   - Contacting all required project recipients within 24 hours of any failing test.

- Transmitting reports as an attachment to an e-mail sent to all required project recipients.

2. The subject line for E-mails of testing reports shall be as follows:
   - Test Report(s) – TEST REPORT NOS. (CITY PROJ. NO.)
     Examples: Test Report – 7 (Proj. 5996)
     Test Reports – 9, 10, 11 & 12 (Proj. 6283.1)

3. Additional material tests that may be required for a specific project and are not listed in this annual contract will be added to the annual contract as needed.

B. Miscellaneous

1. Staff attendance at project pre-construction meetings
2. Staff attendance at project meetings when requested by the City
3. General material testing consultation when requested by the City
4. Trip charges to perform on-site material tests or observations - this includes round trip vehicle charges and technician time.
5. Cancelled test or inspection with less than 2 hours' notice
6. Provide the overtime multiplier to be used for material testing staff hourly rates when work is performed outside of normal business hours

C. Soil Testing

1. Sample soil material encountered on the project that will be used as sub-grade, embankment or backfill. Perform moisture density tests (ASTM D-698) and develop the moisture density relation curve for the type of soil sampled. Determine the plastic limit, liquid limit and plasticity index (ASTM D-4318) for the sample.
2. Sample lime stabilized soil material on the project that will be used as sub-grade. Perform moisture density tests (ASTM D-698) and develop the moisture density relation curve for the lime stabilized soil sampled.
3. When requested by the City, sample soil materials encountered on the project and perform a particle-size analysis (ASTM D-422).
4. Perform boring to check depth of compacted lime stabilized subgrade.
5. Perform in-place field density tests in accordance with ASTM D-2167 or ASTM D-2922 and the frequency shown below.
   - Utility Trench – one field density every 300 linear feet per 8" loose lift
   - Fill Area – one field density every 5000 square feet per 8" loose lift
   - Pavement Sub-grade – one field density every 450 square yards
   - Sidewalk – one field density every 400 linear feet

D. Flexible Base

1. Sample flexible base material for the project and perform a particle-size analysis (ASTM D-422) on the flexible base sample.
2. Sample flexible base material on the project that will be used as sub-grade and perform moisture density tests (ASTM D-1557) and develop the moisture density relation curve for the flexible base material sampled.
3. Perform in-place field density tests in accordance with ASTM D-2167 or ASTM D-2922 with a frequency of one field density every 450 sq. yards.
4. Perform boring to determine the depth of compacted flexible base.

E. Portland Cement Concrete

1. Review concrete mix design(s) furnished by the contractor relative to City of Plano and project specifications and perform a statistical analysis on each design submitted.
2. Review ready mix delivery tickets and confirm the pertinent project and specification information. Sample concrete and determine slump (ASTM C-143), air content (ASTM C-173 or C-231), and concrete temperature and mold a set of four (4) compressive test cylinders for every 150 cubic yards or at least once a day, unless otherwise authorized by the City of Plano. Test compressive test cylinders according to ASTM C-39 as follows:

   Two cylinders at 7 days
   Two cylinders at 28 days
3. Performing duties described in E.2 above with different sample ages (normally shorter) than the 7-days and 28-days listed above.
4. Sample and mold an additional two test cylinders when performing the testing in E.2 and E.3 above if requested by the City for additional testing. Test compressive test cylinders in accordance with ASTM C-39 at the requested age.
5. Compressive test cylinder pickup and delivery to the laboratory for up to six test cylinders.
6. Two-inch diameter boring of concrete and checking for thickness up to 10" thick. Includes patching of concrete pavement bore holes.
7. Four-inch diameter boring of concrete and testing for strength (ASTM C-42) and thickness up to 10" thick. Includes sawing, capping and the patching of concrete pavement bore holes.
8. Concrete coring (two-inch and four-inch) per inch greater than 10 inches.

F. Hot Mix Asphalt Concrete (HMAC)

1. Sample the HMAC paving mix on a periodic basis (approximately one sample for every 75 tons of asphalt). Perform extraction, stability (Tex-208-F) and lab molded density (Tex-207-F and Tex-227-F) tests on samples.
2. Two-inch boring of HMAC pavement and checking for thickness. Includes patching of HMAC pavement bore holes.

3. Six-inch boring of HMAC pavement for in-place density (ASTM D-1188) and thickness. Includes patching of HMAC pavement bore holes.

G. Bridges and Brick Walls

1. Inspection of piers during drilling, including checking size, alignment, soil conditions and depth.
2. Inspection of pier reinforcing steel and concrete during fabrication and placement.
3. Mortar: For every 3,000 sq. ft. of beam or wall cast one set of six 2" cubes from mortar being placed. The test age for the cube testing will be determined by the design Engineer. Mold, cure and test cubes in accordance with ASTM C109 to ensure compliance with the project specifications.

H. Gabion Testing

Soil testing and concrete testing will be done as specified above and as modified by the following:

1. Wall Backfill – One field density per item C.5 above for each 8" lift.
2. Concrete Tieback Beams – Test concrete per item E.3 above for every 50 cubic yards or at least once a day, unless otherwise authorized by the City of Plano. Test dates for the cylinders will be established by the design engineer.
3. Tieback Anchor Inspection and Testing
    a. Inspection of tiebacks during drilling, including checking size, alignment, sub-surface strata conditions and depths.
    b. Inspect tieback anchor tendons while being installed to ensure compliance with project specifications, check for damage or deformation, and check corrosion protection for damage.
    c. Performance Test – The first three (3) and every tenth anchor thereafter shall be performance tested by the contractor and visually inspected by the testing engineer. The actual measuring period will be ten (10) minutes. Monitor any movement or elongation of the anchors, as they are loaded to performance capacity. The testing engineer will visually observe the process and review the results.
    d. Proof Test – All anchors that are not performance tested will be proof tested. This test is similar to the performance test except that the measuring period is for five (5) minutes. The contractor will do the testing and the testing engineer will observe the process and review the results.
    e. The testing engineer shall prepare one (1) set of six (6) grout cubes for each day of tieback inspection and test

(ASTM C109) to ensure compliance with job specifications. The test age for the cube testing will be determined by the design Engineer.

I. Compost

1. Review compost supplier's quality control (QC) documentation meeting TxDOT Specification Item 161, Compost requirements when submitted.
2. Obtain samples of compost placed on the project and conduct lab testing to determine sieve analysis (TMECC 02.02-B), pH (TMECC 04.11-A), and organic matter content (TMECC 05.07-A) per the requirements in TxDOT Specification 161, Compost. Test representative samples for every 2,000 square yards of compost placed on the project site.

J. Water Tank Painting

1. Perform on-site inspection to confirm surface preparation prior to the application of surface coating. Inspection to include checking the surface profile and providing the documented results in the test report for each inspection. The inspector shall have a minimum of a Level 1 Coating Inspector certification from the National Association of Corrosion Engineers (NACE),
2. Perform on-site inspection to verify atmospheric conditions using an electronic hygrometer to determine dry bulb air temperature, wet bulb air temperature, relative humidity, dew point and a surface contact thermometer to determine the surface temperature to be painted prior to the application of surface coatings. The inspector shall have a minimum of a NACE Level 1 Coating Inspector certification.
3. Perform on-site inspection to observe the paint mixing, paint application process and to document the mil readings of applied surface coatings using a dry film thickness gauge (magnetic) to ensure compliance with the project specifications. The finished surface shall also be tested with a low voltage Holiday detector to locate any surface pitting or voids. The inspector shall have a minimum of a NACE Level 1 Coating Inspector certification.
4. Perform on-site inspection of existing or newly installed structural steel to evaluate existing condition or confirm new installations are in conformance with the project specifications.
5. Perform on-site inspections of the welding processes and final welds performed on the tank to confirm conformance with the project specifications and design.

EXHIBIT "B"

SCHEDULE OF WORK

PROJECT NO. 6565

REQUIREMENTS CONTRACT 1 – ARTERIAL

CONSTRUCTION MATERIALS TESTING SERVICES AGREEMENT

Construction materials testing for this project will begin at the commencement of construction and end with the completion of construction by the selected contractor. The City of Plano shall use Exhibit A to develop a specific scope of services required for each project. Proper notice for the scheduling of a testing technician shall be arranged throughout duration of the contract.

EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT

PROJECT NO. 6565

REQUIREMENTS CONTRACT 1 – ARTERIAL

CONSTRUCTION MATERIALS TESTING SERVICES AGREEMENT

Consultant will be paid for services rendered in an amount, not to exceed one hundred thousand dollars and no cents ($100,000.00).

Periodic payments will be made based on a fee schedule established for each project.

EXHIBIT "D"

ENGINEERING

INSURANCE

INSURANCE: (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract).

1. General Insurance Requirements:

1.1 The Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Engineer will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.

1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."

1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.

1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.

1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.

1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

1.6 Engineer agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.

1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Engineer fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Engineer, and the Engineer shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.

1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.

1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.

1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

2. <u>Engineer's Insurance - "Occurrence" Basis:</u>

2.1 The Engineer shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.

2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

i. General aggregate limit is to apply per project;

ii. Premises/Operations;

iii. Actions of Independent Contractors;

iv. Contractual Liability including protection for the Engineer from claims arising out of liability assumed under this contract;

v. Personal Injury Liability including coverage for offenses related to employment;

vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.

2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.

2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

3.0 Consultant's Insurance – Claims Made

Professional Errors and Omissions

The Consultant shall carry Professional Liability insurance which will pay for injuries arising out of negligent errors or omissions in the rendering, or failure to render professional services under the contract, for the term of the Contract and up to three years after the contract is completed in the amount shown in the Checklist.

Professional Errors and Omissions, Limit $1,000,000
per claim and aggregate of $2,000,000

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required	Limits (Figures Denote Minimums)
_X_ 1. Workers' Compensation & Employers' Liability	Statutory limits of State of Texas $100,000 accident $100,000 disease $500,000 policy limit disease
___ 2. For Future Use	
___ 3. City Approved Alternative Workers' Comp. Program	$150,000 medical, safety program
_X_ 4. General Liability	Complete entry No. 26 Minimum $500,000 each occurrence $1,000,000 general aggregate
_X_ 5. General aggregate applies per project (CGL)	
_X_ 6. Premises/Operations	(Items No. 3-10 & 12 require)
_X_ 7. Independent Contractors	$500,000 combined single limit for bodily injury and property damage
___ 8. Products	damage each occurrence with
___ 9. Completed Operations	$1,000,000 general aggregate that applies to project under contract
_X_ 10. Contractual Liability	
_X_ 11. Personal Injury Liability	$500,000 each offense & aggregate
___ 12. XCU Coverages	
_X_ 13. Automobile Liability	$500,000 Bodily Injury & Property
_X_ 14. Owned, Hired & Non-owned	Damage each accident
___ 15. Motor Carrier Act Endorsement	
X_ 16. Professional Liability	$1,000,000 each claim $2,000,000 aggregate
___ 17. Garage Liability	$_____BI & PD each occurrence

___ 18. Garagekeepers' Legal $_____- Comprehensive
$_____- Collision

___ 19. Owners Protective Liability $500,000 Combined single limits

_X_ 20. City named as additional insured on General Liability policy. This coverage is primary to all other coverages the City may possess.

_X_ 21. City provided with Waiver of Subrogation on Workers' Compensation or Alternative program if applicable.

_X_ 22. Ten (10) days' notice of cancellation, non-renewal, endorsement required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_23. The City of Plano prefers an A.M. Best's Guide Rating of "A-", "VI" or better or Standard and Poors Rating AA or better; authorized to do business in the State of Texas (not applicable for workers' compensation assigned through pool or alternative compensation programs).

_X_ 24. The Certificate must refer to the name and date of the annual contract with the City of Plano.

_X_ 25. Other Insurance Required:

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST AND COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE

A. No Prohibited Interest

I, the undersigned, declare that I am authorized to make this statement on behalf of GME Consulting, a C-Corporation organized under the laws of the State of Texas, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of GME Consulting, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

B. Equal Rights Compliance

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

(a) for an employer to fail or refuse to hire, or to discharge, any person;
(b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
(c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
(d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
(e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
(f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
(g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
(h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
(i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
(j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or

employment in, any program established to provide apprenticeship or other training;

(k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;

(l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or

(m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); ***or*** my company is excluded from this Ordinance based on the following: **[PLEASE CHECK BELOW, IF APPLICABLE]**

_____ A religious organization.

_____ A political organization.

_____ An educational institution.

_____ A branch or division of the United States government or any of its departments or agencies.

_____ A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.

_____ A private club that is restricted to members of the club and guests and not open to the general public.

_____ Is not an "employer" under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

Company Name

By: _____
Signature

MARCIA S. KAWALEK
Print Name

CEO
Title

3-4-15
Date

STATE OF TEXAS §
§
COUNTY OF DALLAS §

NOTARY PUBLIC STATE OF TEXAS
Donna J. Lange
Commission Expires
04-24-2016

SUBSCRIBED AND SWORN TO before me this 4th day of March, 2015.

Donna J. Lange
Notary Public, State of Texas