GME Consulting Services, Inc.
Geotechnical, Materials and Environmental Engineering
2526 Manana Drive
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Dallas, Texas 75220
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March 27, 2014

Mr. Ralph G. Hall
District Vice President – Administration and CFO
Collin College
Collin Higher Education Center
3452 Spur 399
P.O. Box 8021
McKinney, Texas 75069

Subject: Preliminary Proposal to Provide Construction Materials Testing and Observation Services for the Collin College **Central Campus – Health Sciences Building and Conference Center** McKinney, Texas
GME Proposal Number: P14.05.0024

Dear Mr. Hall:

GME Consulting Services, Inc. (GME) is pleased to submit this preliminary proposal for performing construction materials testing services for the proposed new heath sciences building and conference center that are planned for the Central Campus in McKinney, Texas. This proposal was prepared based upon information provided by Pogue Construction and RLK Engineering in meetings and telephone conversations and also during our review of the project plans dated February 28, 2014. At the time we prepared this proposal, Pogue Construction, the project general contractor, had not finalized their selection of subcontractors nor their material quantities or placement schedules for this project. As such the assumptions we have made regarding these construction related items must be considered preliminary and should be confirmed once the contractor has the appropriate data.

GME wishes to express our sincere interest in providing the construction materials testing services on this project. There are several features about GME, which we feel, will be beneficial in selecting the GME team of professionals for the testing services on this project. These features include the following:

1) GME was the geotechnical engineer of record on this project. Our continued involvement will facilitate the implementation of the geotechnical recommendations during construction.

2) A successful track record in the performance of geotechnical and construction materials testing for Collin College at this and other campuses.

3) Direct involvement of GME senior engineering personnel on this project, assuring Collin College the most experienced personnel working on their site.

PROJECT INFORMATION

We understand that the college district is constructing a new three-story health sciences building and a one-story conference center at the Central Campus in McKinney, Texas. The health sciences center will be approximately 125,000 sf in total area. The one-story conference center will be approximately 23,600 sf. Both buildings will be supported on drilled pier and grade beam foundation systems. The floor slab for the conference center will be constructed as a slab on modified subgrade (electrochemically stabilized subgrade and special fill). The ground floor slab for the health sciences center will be a suspended slab system constructed over void forms. There health sciences center will include two elevated composite floors constructed of concrete on metal deck. The building frame for both structures will be structural steel with brick veneer. There will be significant new parking areas and flatwork constructed with this project.

THE GME PROJECT TEAM

Mr. Mark Kawalek, P.E. will be the project manager/principal in charge of the project. The field testing will be performed by GME's experienced engineering technicians. Mr. Kawalek, P.E. is the founding principal of GME and has over 35 years of construction materials testing and engineering experience in the industry with over 30 years in the Dallas/ Fort Worth area. Mr. Kawalek along with Mr. Douglas Ziolkowski, P.E. will coordinate the daily testing activities with the contractor and the client design team as required. They will also direct and review the performance data and testing reports prepared by our field and laboratory testing staff. All laboratory testing will be performed under the direct supervision of Mr. Ziolkowski.

SCOPE OF SERVICES

GME Consulting Services, Inc. proposes to staff this project with experienced technical staff specializing in construction materials testing services. Based upon our understanding of the scope of these projects and our experience on similar projects, we anticipate that some or all of the following services will be required:

1. Subgrade inspection and earthwork laboratory and field testing.
2. Electrochemical injection observation and testing.
3. Foundation installation observation.
4. Reinforcing steel placement observation.
5. Concrete placement testing and observation.
6. Masonry mortar testing.
7. Structural steel erection observation and testing.
8. Spray applied fireproofing thickness and density testing.

Additional services may be provided at the client's request. The scope of this proposal and our construction materials testing and inspection services do not include review of the project design and construction documents for compliance with the recommendations presented in the design geotechnical report.

COMPENSATION

The attached unit fee schedule will be the basis of invoicing for this project. It is inclusive of our listed laboratory testing, field testing and engineering review labor. It also includes the generation and distribution of final typed test reports.

At the time this proposal was prepared, we had been provided limited information pertaining to the construction schedule, material quantities, or placement/erection rates and frequencies from Pogue Construction. We discussed very general installation approaches for both projects with Mr. Nate Payne, the project superintendent for the health sciences building. To develop this estimated budget, we applied our project experience on the Central Campus and other Collin College campuses with Pogue Construction. At the time we prepared this estimate, we understand that Pogue had not yet finalized their agreements with all subs and therefore their construction information may somewhat preliminary. As such, due to the potential margin of error in these assumptions, this estimated budget should be considered preliminary until the assumptions can be confirmed once the contractor has selected his subcontractors and finalized his schedule. Based upon the information we have received at this stage in the project, we have developed a preliminary testing budget estimate of **$161,224.80.** The budget estimate development detail is attached to this proposal. This preliminary estimate includes a 10% contingency for anticipated overtime fees. We recommend that this budget be verified by soliciting the contractor's project specific input regarding his installation schedule, material quantities, placement frequency and rates. This confirmation should occur within 30 days of initiating construction in order that the estimated budget can be confirmed or revised to reflect his actual approach to the project. Once a final budget is established, GME will monitor the budget during the project and provide the client with budget status information on each monthly invoice we submit.

The attached unit fee schedule will be the basis of invoicing for this project. It is inclusive of our listed laboratory testing, field testing and engineering review labor. Our fees include the generation and distribution of final typed test reports as well as our Web based reporting system

Any additional services such as special conferences, project meetings or other work will be performed at our unit fees shown on the attached fee schedule. All charges are portal to portal from our Dallas laboratory. Overtime rates will apply to services required before 7:00am and after 5:00pm, Monday through Friday, all day Saturday, Sunday and holidays.

REQUESTS OF THE CLIENT

In order that we may initiate our file for the project, we will need to receive a completed and signed copy of the attached Proposal Acceptance Agreement. We have already been provided one set of project plans and specifications. We will need one additional set of structural foundation drawings for this project. This information is critical in that it provides GME with the required technical information to perform our field inspection and engineering review of the tested work.

GME also requires that a report distribution list be provided presenting the name(s), address(es), and phone number(s) of the parties to receive test reports along the number of copies per addressee.

CLOSURE

GME appreciates the opportunity to submit this proposal to Collin College. We look forward to providing our services on this project and demonstrating our commitment to satisfying the objectives of the project scope with high quality services delivered in a highly responsive manner. **At GME, "The Client comes first".**

We look forward to your acceptance of our proposal and an opportunity to serve you on this project. Should you have any questions regarding this proposal, please do not hesitate to contact us at (214) 351-5633.

Sincerely,

GME Consulting Services, Inc.

Mark W. Kawalek, P.E.
Principal

Marcia S. Kawalek
CEO

MWK/mwk

cc: Mr. Ed Leathers – Collin College
Ms. Jennifer Gilchrist – Collin College

Attachments: Unit Fee Schedule
Budget Estimate
Proposal Acceptance Agreement
General Terms and Conditions

SUMMARY FEE SCHEDULE FOR CONSTRUCTION MATERIALS TESTING AND ENGINEERING SERVICES

PROJECT: Collin College Central Campus - McKinney, Texas
Health Sciences Building and Conference Center
GME Proposal No.: P14.05.0024, dated March 27, 2014

2014 UNIT FEE SCHEDULE - CONSTRUCTION MATERIALS TESTING SERVICES

TASK 1: Professional / Technical Services	UNIT	UNIT PRICE	QTY	TASK SUBTOTAL	
A. Principal Engineer	hr	$175.00	0	$0.00	
B. Senior Engineer	hr	$150.00	0	$0.00	
C. Project Engineer/ Scientist	hr	$110.00	0	$0.00	
D. Staff Engineer/ Scientist	hr	$80.00	0	$0.00	
E. Laboratory Supervisor	hr	$55.00	0	$0.00	
F. Welding Inspector	hr	$75.00	0	$0.00	
G. Engineering Technician, Regular Time	hr	$39.00	0	$0.00	
H. Engineering Technician, Overtime (1)	hr	$55.00	0	$0.00	
I. Drafter	hr	$39.00	0	$0.00	
J. Clerical	hr	$40.00	0	$0.00	
K. Roofing Inspector	hr	$45.00	0	$0.00	
SUBTOTAL FOR PROFESSIONAL/TECHNICAL SERVICES					OPEN
TASK 2: LABORATORY SERVICES					
A.Soil Testing Services					
1.Standard Proctor (ASTM D698)	ea	$125.00	0	$0.00	
2. Modified Proctor (ASTM D1557)	ea	$135.00	0	$0.00	
3. Atterberg Limits	ea	$50.00	0	$0.00	
4. Moisture Content	ea	$4.50	0	$0.00	
5. Free Swell	ea	$70.00	0	$0.00	
6.Sieve Analysis	ea	$30.00	0	$0.00	
B.Concrete & Aggregate Testing Services					
1.Cylinders, Compressive Strength	ea	$14.00	0	$0.00	
2. Beams, Flexural Strength	ea	$16.00	0	$0.00	
3. Cubes, Compressive Strength	ea	$14.00	0	$0.00	
4. Grout Prisms, Compressive Strength	ea	$14.00	0	$0.00	
5. 2 Block Prisms, Compressive Strength	ea	$100.00	0	$0.00	
6.Sieve Analysis	ea	$30.00	0	$0.00	
7. Mix Design Review	ea	$250.00	0	$0.00	
SUBTOTAL FOR LABORATORY TESTING					OPEN
TASK 3. Equipment Rental & Miscellaneous					
1. Nuclear Density Gauge	day	$70.00	0	$0.00	
2. Nuclear Density Gauge	1/2 day	$35.00	0	$0.00	
3. Mileage	mi	$0.40	0	$0.00	
4. Fireproofing - Density Tests	ea	$30.00	0	$0.00	
5. Drill Rig Mobilization	ea	$450.00	0	$0.00	
6. Soil Drilling and Sampling	ft	$12.00	0	$0.00	
7. Trip Charge	ea	$45.00	0	$0.00	
SUBTOTAL FOR EQUIPMENT RENTAL					OPEN

(1) Overtime rate are applicable to hours worked before the hours of 7:00 am and after 5:00 pm on weekdays.
Overtime rates will also aply to Saturdays, Sundays, & holidays.

GME Consulting Services, Inc.
Construction Testing Budget Estimate
Collin College Central Campus
Health Sciences Building and Conference Center
Proposal No. P 12.05.0024
27-Mar-14

	Unit	Unit Price	Quantity	Subtotal
Task 1. Site Earthwork Testing				
Given: Healkth Sciences Bldg - 4 ft of fill in existing detention				
pond area (aprox 29,000 sf).				
97,000 sy of site grading, most of which is cut				
Assumptions:				
General site grading will take 30 days to complete				
25 trips @ 4 hrs/trip				
A. Proofrolling Inspection				
Assumptions: 3 trips @ 4 hrs/trip				
1. Senior Engineering Technician	hr	$39.00	12	$ 468.00
B. General Site Fill Testing				
Given:				
Assumptions: 25 trips @ 4 hrs/trip				
1. Senior Engineering Technician	hr	$39.00	100	$ 3,900.00
2. Nuclear Gauge Rental	day	$70.00	25	$ 1,750.00
C. Special Fill Testing				
Given: 35,000 sf of special fill, 2' deep in conference center				
Assumptions: 8 trips @ 4 hrs/trip				
1. Senior Engineering Technician	hr	$39.00	32	$ 1,248.00
2. Nuclear Gauge Rental	day	$70.00	8	$ 560.00
D. Pavement Subgrade & Lime Stabilization Testing				
Given: 39,000 sy of lime stabilized subgrade; 5 phases				
388,000 sf; 1 test per 10,000 sf				
Assumptions:				
12 trips of 4 hours per trip				
1. Senior Engineering Technician	hr	$39.00	48	$ 1,872.00
2. Nuclear Gauge Rental	day	$70.00	12	$ 840.00
E. Utility Backfill Testing				
Given: Aprox 1,836 lf of water line; 4 ft cover (4 intervals 48 tests)				
Aprox. 1,299 lf of sanitary sewer line; 7 ft (7 intervals; 63 tests)				
Aprox. 4,280 lf of storm water line; 4 ft (4 intervals; 120 tests)				
Aprox. 600 lf of chilled water line; 6 to 8 ft deep (8 intervals 32 tests)				
44 days installation of above utilities				
1 test per 100 lf/1 foot in depth				
Assumptions: 66 trips @ 3 hrs per trip				
1 test/150 lf ; 4 hrs per trip				
1. Senior Engineering Technician	hr	$39.00	198	$ 7,722.00
2. Nuclear Gauge Rental	day	$70.00	33	$ 2,310.00
F. Grade Beam Backfill Testing				
Given: No quantity information provided				
1 test per 150 lf/ 12" in depth				
14 grade beam pours				
Assumptions: 30 trips @ 3 hrs per trip				
1. Senior Engineering Technician	hr	$39.00	90	$ 3,510.00
2. Nuclear Gauge Rental	day	$70.00	15	$ 1,050.00

G. Laboratory Testing					
Given: None					
Assumptions: None					
1. Standard Proctors (ASTM D-698)	ea	$125.00	8	$	1,000.00
2. Atterberg Limits (ASTM D 4318)	ea	$50.00	10	$	500.00
3. Lime Series, pH Method	ea	$375.00	2	$	750.00
4. Lime Treated Proctors	ea	$125.00	2	$	250.00
5. Sieve Analysis	ea	$30.00	2	$	60.00
H. Trip Charges for Earthwork					
1. Trip Charge	ea	$45.00	72	$	3,240.00
	Subtotal Task 1			**$**	**31,030.00**
Task 2. Electrochemical Injection Observation and Testing					
A. Field Verification Testing					
Given: 39,000 sf for conference building and 10 ft outside					
10' injection depth; 1 boring/10,000 sf					
1 swell test/2ft depth;					
All of injected area to be complete in 1 phase					
Assumptions:					
2 mobes/ 2 testing events					
1. Senior Engineer	hr	$ 150.00	6	$	900.00
2. Drill Rig Mobilization	ea	$ 450.00	1	$	450.00
3. Soil Drilling and Sampling	lf	$ 12.00	70	$	840.00
4. Trip Charge	ea	$ 45.00	2	$	90.00
B. Laboratory Testing & Reporting					
1. Senior Engineer (analysis and report)	hr	$ 150.00	4	$	600.00
2. Swell Tests	ea	$ 70.00	25	$	1,750.00
	Subtotal Task 2			**$**	**4,630.00**
Task 3. Pier Installation Observation					
A. Field Observation Health Sciences Building					
Given: 198 piers in building					
Assumptions: straight shaft, cased piers					
Install 8 piers/day based on LRC and garage production					
assume 25 - 10 hour work days					
1. Senior Engineer	hr	$ 150.00	8	$	1,200.00
1. Senior Engineering Technician	hr	$ 39.00	250	$	9,750.00
2. Trip Charge	ea	$ 45.00	27	$	1,215.00
B. Field Observation Conference Center					
Given: Aprox 90 piers in conference building					
Assumptions: straight shaft, cased piers					
Install 8 piers/day based on LRC production					
15- 10 hour work days					
1. Senior Engineer	hr	$ 150.00	5	$	750.00
2. Senior Engineering Technician	hr	$ 39.00	150	$	5,850.00
3. Trip Charge	ea	$ 45.00	16	$	720.00
	Subtotal Task 3			**$**	**19,485.00**
Task 4. Reinforcing Steel Observation					
A. Field Installation Observation					
Given:					
Assumptions: 60 structural pours @ 2 hours per pour					
1. Engineering Technician	hr	$ 39.00	120	$	4,680.00
2. Trip Charge	ea	$ 45.00	60	$	2,700.00
	Subtotal Task 4			**$**	**7,380.00**

Task 5. Structural Concrete Testing					
A. Mix Design Review					
Given:					
Assumptions: 4 mix design reviews					
1. Mix design review	ea	$ 250.00	4	$	1,000.00
B. Pier Concrete					
Given: 1 set of 4 cylinders per day of pier drilling					
Assumptions: 40 days					
1. Senior Engineering Technician (included in Task 3)	hr	$ 39.00	0	$	-
2. Concrete Cylinder Tests	ea	$ 14.00	160	$	2,240.00
C. Grade Beam and Foundation Pours					
Given: 4 grade beam pours in conference building					
> 10 grade beam pours in health sciences bldg					
1900 cy of grade beam concrete					
Assumptions: 20 pours @ 5 hours per pour					
1. Engineering Technician	hr	$ 39.00	100	$	3,900.00
2. Concrete Cylinder Tests	ea	$ 14.00	80	$	1,120.00
D. Slab on Grade Pours (Conference Center)					
Given: 550 cy of slab on grade; 2 to 3 pours					
Assumptions: 3 pours @ 7 hours per pour					
1. Engineering Technician	hr	$ 39.00	21	$	819.00
2. Concrete Cylinder Tests	ea	$ 14.00	24	$	336.00
E. Slab on Void Form Pours (Health Sciences Bldg)					
Given: 1,900 cy of slab on void form; 5 pours					
Assumptions: 6 pours @ 7 hours per pour					
1. Engineering Technician	hr	$ 39.00	42	$	1,638.00
2. Concrete Cylinder Tests	ea	$ 14.00	96	$	1,344.00
F. Slab on Deck Pours (Health Sciences Bldg)					
Given: 1,500 cy of slab on deck					
2 pours/floor (4 pours)					
Assumptions: 6 pours @ 7 hrs/pour					
1. Engineering Technician	hr	$ 39.00	42	$	1,638.00
2. Concrete Cylinder Tests	ea	$ 14.00	72	$	1,008.00
G. Paving Pours					
Given: 6,000 cy of paving; 9 pours					
Assumptions: 15 pours @ 7 hours per pour					
1. Engineering Technician	hr	$ 39.00	105	$	4,095.00
2. Concrete Cylinder Tests	ea	$ 14.00	240	$	3,360.00
H. Miscellaneous Pours (I.e. walks,vaults,etc.)					
Given: 2,400 cy of miscellaneous concrete; 10 pours					
Assumptions: 35 misc. pours @ 5 hours per pour					
1. Engineering Technician	hr	$ 39.00	175	$	6,825.00
2. Concrete Cylinder Tests	ea	$ 14.00	140	$	1,960.00
I. Cylinder Pick Up					
Given: 85 pours					
Assumptions: 85 cylinder pickup trips; 2.5 hrs/trip					
1. Engineering Technician	hr	$ 39.00	213	$	8,307.00
J. Trip Charges for Concrete					
1. Trip Charge	ea	$ 45.00	170	$	7,650.00
	Subtotal Task 5			**$**	**47,240.00**

Task 6. Structural Steel Observation					
A. Field Visual Welding Inspection (Conference Center)					
Given: 6 weeks of steel erection					
Assumptions: 8 weeks; avg 1.5 trips per week					
6 hrs/trip					
1. Senior Field/Metals Technician	hr	$	75.00	72	$ 5,400.00
2. Trip Charge	ea	$	45.00	12	$ 540.00
B. Field Visual Welding Inspection (Health Sciences Bldg)					
Given: 15 weeks of steel erection					
Assumptions: 18 weeks; avg 1.5 trips per week					
6 hrs/trip					
1. Senior Field/Metals Technician	hr	$	75.00	162	$ 12,150.00
2. Trip Charge	ea	$	45.00	27	$ 1,215.00
	Subtotal Task 6				**$ 19,305.00**
Task 7. Masonry Testing					
A. Conference Center					
Given: No structural or load bearing masonry; all veneer					
25 days veneer installation					
Assumptions: 2 trips per week for 5 weeks @ 4 hours per trip					
1 set of mortar cubes per week					
1. Engineering Technician	hr	$	39.00	40	$ 1,560.00
2. Mortar Cubes	ea	$	14.00	15	$ 210.00
3. 2-block prisms	ea	$	100.00	0	$ -
4. Trip Charge	ea	$	45.00	10	$ 450.00
B. Health Sciences Building					
Given: Only structural or load bearing masonry is at chiller wall (central plant)					
< 5,000 sf of structural CMU					
45 days veneer installation					
Assumptions: 60 days masonry installation					
2 trips/week for 10 weeks @ 4 hrs/week for veneer					
1 week of grouting structural CMU @ 8 hrs/day					
1 set of mortar cubes per week					
1 set of masonry and grout prisms (total)					
1. Engineering Technician	hr	$	39.00	120	$ 4,680.00
2. Mortar Cubes	ea	$	14.00	15	$ 210.00
3. Masonry 2-block prisms	ea	$	100.00	3	$ 300.00
4. Grout prisms	ea	$	14.00	4	$ 56.00
5. Trip Charge	ea	$	45.00	28	$ 1,260.00
	Subtotal Task 7				**$ 8,726.00**
Task 8. Fireproofing Observation and Testing					
Given: 7 days of fireproofing in conference center					
30 days of fireproofing in health sciences building					
Assumptions: 12 trips @ 4 hours per trip					
1. Engineering Technician	hr	$	39.00	48	$ 1,872.00
2. Fireproofing Density	ea	$	30.00	12	$ 360.00
3. Trip Charge	ea	$	45.00	12	$ 540.00
	Subtotal Task 8				**$ 2,772.00**

Task 9. Project Management					
Given: 2 hour per month					
Assumptions: None					
1. Senior Engineer	hr	$	150.00	36	$ 5,400.00
	Subtotal Task 9				**$ 5,400.00**
Task 10. Web Based Reporting System	**mo**	$	50.00	12	**$ 600.00**
Grand Total Tasks 1-10	**Grand Total**				**$ 146,568.00**
GME recommends adding a 10% contingency for overtime on the project.					**$ 161,224.80**

GME CONSULTING SERVICES, INC.
GENERAL TERMS AND CONDITIONS

1. SCOPE OF WORK. GME shall perform the services set forth in our Proposal and defined in this Contract and shall invoice Client at those rates shown on the unit fee schedule attached hereto or to the Proposal. Any estimate of cost to Client as stated in the Proposal shall be only an estimate (unless otherwise specifically stated therein or in this Contract). GME will provide additional services pursuant to this Contract as requested by Client in writing and invoice Client for those additional services at the standard rates.The prices shown will be valid for ninety (90) days unless otherwise stated in the Proposal.

2. RIGHT OF ENTRY. Client agrees to provide for GME's right to enter the Project Site from time to time as necessary in order for GME to fulfill the scope of services indicated hereunder. Client agrees that any part or parcel of the Project Site to which GME is not provided access will not be subject to any type of claim by Client against GME under this Contract. Client further understands and agrees that GME shall not be responsible for any damages incurred by Client to the surface of Client's property causedby GME's equipment.

3. PAYMENT. GME will submit invoices to Client monthly and a final bill upon completion of services. Invoices will show charges for personnel, equipment and expense classifications. A detailed report of charges and back-up data will be provided at Client's request. There shall be no retainage or right of offset by Client unless otherwise agreed herein. GME shall furnish insurance certificates, lien waivers, affidavits or other available documents as and when requested by Client provided all amounts due to GME have been paid. Payment is due within fifteen (15) days after the receipt of invoice and interest will be payable on balances past due more than forty-five (45) days from invoice date. Interest will accrue from the invoice date at the rate of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due accounts. Client shall pay any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount.

4. SAFETY. GME is responsible solely for its own and its employees and subcontractors activities on the jobsite, but shall not be construed to relieve Client, Owner or any other contractors or subcontractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of GME, nor the presence of GME, its employees or its subcontractors shall be construed to imply that GME has any responsibility for others with respect to work performance, supervision, sequencing of construction, or safety in, on or about the jobsite.

5. DISPUTES. If any controversy or claim arises out of or relates to this Contract, or breach thereof, and if said dispute cannot be settled through negotiation or mediation, the parties hereby agree to submit to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (AAA), and judgment upon the award rendered by the arbitrator(s) shall be final and binding upon the parties hereto and may be entered in any court having jurisdiction thereof.

6. STANDARD OF CARE. Services performed by GME under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession in the same locale under similar circumstances and conditions. No other representation, warranty or guarantee, express or implied, is included or intended in this Contract, or in any report, opinion, document or otherwise. GME is not responsible for the conclusions, opinions or recommendations made by others based on reports prepared and submitted by GME.

7. INSURANCE AND GENERAL LIABILITY. GME represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that GME has such coverage under public liability and property damage insurance policies which GME deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon written request. GME agrees to indemnify and save Client harmless from and against loss, damage, injury or liability arising from any negligent acts by GME, its agents, staff and consultants employed by it, but only to the extent of the limits and conditions of its liability insurance. Additional insurance, if requested by Client, will be obtained by GME (if procurable) and charged to Client at cost plus ten percent (10%). GME shall not be responsible for any loss, damage or liability arising from acts or omissions by Client, its agents, staff and other consultants employed by it. Should Client make a claim against GME for alleged negligence, but fails to prove such claim, Client shall pay all GME's defense costs.

8. INDEMNIFICATION. GME agrees to defend, indemnify and hold harmless Client from all claims and reasonable expenses resulting therefrom, including court costs and reasonable attorney's fees arising solely from services performed by GME but only to the extent of the limits and conditions of GME's applicable insurance coverage. If and to the extent that a subcontractor or other entity defends and/or indemnifies Client, GME shall have no such obligation to defend or provide such indemnification. Client agrees to give GME prompt notice of any claim or action and shall cooperate with GME or its subcontractor, in the defense of such claim. Client agrees to defend, indemnify and hold harmless GME and its subcontractors from all claims and reasonable expenses resulting there from, including court costs and reasonable attorney's fees, arising from: (1) environmental conditions the existence or source of which were not previously disclosed by Client; (2) the condition of the Client's property; (3) execution of hazardous waste manifests as agents on behalf of the Client; or (4) otherwise arising out of the Client's acts, omissions or breach of warranty or representation hereunder. GME agrees to give Client prompt notice of any claim or action and shall cooperate with Client in the defense of such claim.

9. DELAYS IN WORK. GME will perform its services in an efficient and expeditious manner consistent with good quality practices under the circumstances and conditions presented to it. GME will not be responsible for delays in, and/or suspensions of, the work caused by events or circumstances beyond its control, including but not limited to, Acts of God and natural disasters, or by Client, its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client, its agents, consultants, contractors or subcontractors will be charged to Client unless otherwise provided for herein.

10. TERMINATION OR SUSPENSION. Either party, upon fifteen (15) days written notice providing sufficient detail of the substantial failure by the other party of an alleged breach of the terms of this Contract, may terminate this Contract. Such termination shall not be effective if that substantial failure has been remedied before expiration of the fifteen (15) day period specified in the written notice. In the event of such termination or in the event of a suspension for more than three months of the performances of GME's services hereunder prior to the completion of all reports contemplated by this Contract, GME may complete such analyses and records as are necessary to complete its files, and may also complete a report on the services performed up to including the receipt by GME of the notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of GME in completing such analyses, records and reports.

11. ASSIGNS. Neither Client nor GME may delegate, assign, sublet or transfer its duties or interests in this Contract without the prior written consent of the other party.

12. CONFLICTS. This Contract contains each and every agreement and understanding between the parties relating to its subject matter. It may not be altered or amended except in writing and signed by both Client and GME. Should any provision of this Contract be deemed in conflict with any aspect of The proposal referenced above or any other document between the parties relating to this Project Site, the language herein shall govern. Any provision of this Contract later held to be invalid shall be deemed void, but all remaining provisions shall continue in force.

13. OWNERSHIP OF DOCUMENTS. Client agrees that all original documents and drawings produced by GME in connection with this Contract, except documents which are required to be filed with public agencies, shall remain the property of GME. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by GME as such instruments of service shall remain the property of GME. Client agrees that all reports and other work furnished to Client or its agents, which are not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. GME will retain all pertinent records relating to the service performed for a period of seven years following submission of the report, during which period the records will be made available to Client at all reasonable times. Client further agrees to be liable and responsible for the use by it or its agents of unsigned plans, drawings or other documents not signed by GME and waives liability against GME for their use. Client also agrees to waive any claim against GME and to indemnify, defend and hold harmless GME from any and all claims arising out of any use, not authorized in writing by GME, of these documents by third parties not related to this Contract.

14. FAILURE TO FOLLOW RECOMMENDATIONS. GME will not be held liable for problems that may occur if GME's recommendations are not followed. Accordingly, Client waives any claim against GME and agrees to defend, indemnify and hold GME harmless from any claims or liability for injury or loss that results from failure to implement GME's recommendations or in a manner that is not in strict accordance with them. Client also agrees to compensate GME for any time spent and expenses incurred by GME in defense of any such claim, with such compensation to be based upon GME's prevailing fee schedule and expense reimbursement policy.

15. DISPOSAL OF SAMPLES. Samples of soil, rock, water, waste or other materials contaminated by hazardous substances, including asbestos, obtained from the Project Site are the property and responsibility of Client. GME shall retain such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. It is Client's responsibility to select and arrange for lawful disposal procedures, which encompass removing the contaminated samples from GME's custody and transporting them to a disposal site. Accordingly, unless Client indicates otherwise within the thirty (30) day period referenced above, Client hereby instructs GME to make arrangements as Client's agent for proper transportation and disposal of samples with appropriate licensed parties. Due to the risks to which GME is exposed, Client agrees to waive any claim against GME and to defend, indemnify and hold GME harmless from any claim or liability for injury or loss arising from GME's service as Client's agent in arranging for proper transportation and disposal of contaminated samples. There are normally no extra costs involved in this disposal arranged by GME unless the contaminated samples constitute a large quantity or the samples are contaminated with highly toxic and/or hazardous substances (i.e., PCBs, Dioxins, Cyanide, pesticides, etc.), in which case Client agrees to pay all transportation and disposal costs or GME will return the samples to the Project Site.

16. LIMITATION OF LIABILITY. GME's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this Contract from any cause or causes, including but not limited to GME's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total amount of $25,000. GME shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused or alleged to be caused by GME's negligence, errors, omissions, strict liability, breach of contract or warranty, or performance of services under this Contract.

17. KNOWN AND SUSPECTED ENVIRONMENTAL HAZARDS. In consideration of the substantial risks to GME posed by the presence or suspected presence of asbestos or hazardous or toxic materials on or about the Project Site, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless GME's officers, directors, employees, agents and independent consultants and any of them from all claims and losses, including reasonable attorney's fees and defense costs arising out of or in any way connected with the performance or non-performance of the obligations under this Contract unless and until there has been an adjudication by a court or forum of competent jurisdiction that the claims at issue are a direct result of the sole negligence of GME.

18. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS. GME and Client agree that the discovery of unanticipated hazardous materials constitutes a change in the condition of the jobsite mandating a renegotiation of the scope of work or termination of the project. GME and Client also agree that the discovery of unanticipated hazardous materials will make it necessary for GME to take immediate measures to protect human health and safety. GME agrees to notify Client as soon as practicable if such materials are encountered. Client encourages GME to take any and all measures that in GME's professional opinion are justified to protect GME's personnel and the public. Client agrees to waive any claim against GME and to indemnify, defend and hold harmless GME from any and all claims arising out of GME's encountering hazardous materials or suspected hazardous materials. Client agrees to compensate GME for all costs associated with such an event based upon GME's prevailing fee schedule.

19. SUBSURFACE STRUCTURES AND UTILITIES. In performance of the scope of services indicated hereunder, GME will take reasonable precautions to avoid damaging buried structures and utilities. GME will offer Client the opportunity to approve all sites for subsurface investigation and/or excavation in the field. Client assumes all liability for claims allegedly arising out of damage to buried structures and utilities that were not (a) called to GME's attention, (b) properly located on plans furnished to GME or (c) properly located by locating companies called to the site by or on behalf of Client to identify such structures and utilities.

20. NON-CERTIFICATION. GME performs services to include sampling, analyses and observations of certain aspects of the Client's property or construction work. These services are to permit GME to render its professional opinion regarding the condition of the site or the compliance of the work with the contract documents. Such opinions and observations are in no way intended to certify or warrant the condition of the site or observed work. Such opinions and observations shall not be relied upon by any party as a reason to relieve that party or any other party from their customary and contractual responsibilities.

21. CORPORATE PROTECTION. It is intended by the parties to this Contract that GME's services in connection with the project shall not subject GME's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against GME, a Texas corporation, and not against any of GME's employees, officers, or directors.

GME Consulting Services, Inc.
Project Information and Proposal Acceptance Agreement

GME Proposal/Project Number P14.05.0024

Project Description Construction Materials Testing

Project Name Health Sciences Building and Conference Center

Project Address Central Campus

City McKinney State Texas Zip _____

Property Owner Identification

Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Contract Approval and Payment of Charges

Firm _____

Attention _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Proposal Accepted By (Contracting Authority)

Signature _____

Print Name _____

Title _____

Date _____

GME Consulting Services, Inc. (GME) reserves the right to withhold all reports and work product until such time as GME receives a completed, signed Proposal Acceptance Agreement. If another form of written authorization is agreed to between GME and the Client, then this alternate form of agreement must reference this Agreement in its entirety. This Agreement together with GME's General Terms and Conditions constitute the entire agreement between the Client and GME.