

AGREEMENT FOR RECREATION MANAGEMENT SOFTWARE

The City of McKinney, Texas, a home-rule municipality ("McKinney"), and PerfectMIND, Inc., a British Columbia corporation ("Contractor"), hereby enter into this Agreement ("Agreement") for recreation management software, hosting and maintenance. McKinney and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

RECITALS

WHEREAS, the City of Frisco, Texas, a home-rule municipality ("Frisco"), issued Request for Proposal No. 1601-042, seeking proposals for recreation management software, the RFP request being attached hereto as Exhibit A and incorporated herein by reference for all purposes ("RFP Request"); and

WHEREAS, Contractor timely submitted a proposal to provide recreation management software, hosting and maintenance in response to the RFP Request, the response being attached hereto as Exhibit B and incorporated herein by reference for all purposes ("RFP Response"); and

WHEREAS, based on Contractor's representations in response to the RFP Request, including those representations set forth in the RFP Response, Frisco selected Contractor to provide the services sought in the RFP Request under the terms and conditions of this Agreement ("Project"); and

WHEREAS, Frisco and McKinney are participating members of the Collin County Governmental Purchasing Forum; and

WHEREAS, Frisco and McKinney have previously entered into an Interlocal Agreement with one another, as permitted under Texas Government Code § 791.025 authorizing participation in a cooperative purchasing program; and

WHEREAS, Contractor agreed to extend its prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with Frisco; and

WHEREAS, McKinney now desires to enter into an agreement with Contractor for Contractor's provision of the same services sought in the RFP Request by Frisco under the same terms and conditions for the Project, except as specifically modified hereby.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Findings.
The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.
2. Scope of Services.
Contractor shall provide the services and deliverables that are set forth and described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").
3. Term.
Notwithstanding anything to the contrary in the Agreement Documents, Contractor's work on the Project shall commence the Effective Date (hereinafter defined) of this Agreement and shall continue in effect for five (5) years thereafter, unless earlier terminated in accordance with this Agreement. This Agreement shall remain in full force and effect until completion of the Project. The obligations listed hereunder shall be fulfilled upon the completion of the Project.
4. Payment Schedule.
In exchange for the Services, McKinney agrees to pay Contractor upon completion of milestones and deliverables in the amounts set forth in and in accordance with the Payment Schedule ("Payment Schedule"), attached hereto as Exhibit C and incorporated herein by reference for all purposes.
Contractor recognizes that this Agreement shall commence on the Effective Date herein and continue in full force and effect until termination in accordance with its provisions.

Contractor and McKinney herein recognize that the continuation of any contract after the close of any given fiscal year of McKinney, which fiscal year ends on September 30th of each year, shall be subject to McKinney City Council approval. In the event that the McKinney City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, but McKinney shall be obligated to pay all charges incurred by Contractor through the end of that fiscal year provided Contractor is not in breach of this Agreement.
5. Agreement Documents.
The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:
 - a. This Agreement;

- b. RFP Request, attached hereto as Exhibit A;
- c. RFP Response, attached hereto as Exhibit B;
- d. Payment Schedule, attached hereto as Exhibit C;
- e. PerfectMIND SAAS & Professional Services Agreement, attached hereto as Exhibit D;
- f. McKinney's Insurance Requirements, attached hereto as Exhibit E;
- g. Affidavit of No Prohibited Interested, attached hereto as Exhibit F;
and
- h. Conflict of Interest Questionnaire, attached hereto as Exhibit G.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, or Exhibit G are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit D, Exhibit A, Exhibit B, Exhibit E, Exhibit F, Exhibit G, and Exhibit C shall prevail in that order.

It is specifically understood and agreed that all references to the "City of Frisco" or "Frisco" shall mean and be interpreted to read "City of McKinney" or "McKinney," respectively, in the Agreement Documents attached hereto and incorporated herein by reference as Exhibit A, Exhibit B, Exhibit C, Exhibit F, and Exhibit G.

6. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

7. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in McKinney's Insurance Requirements, attached hereto as Exhibit E and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to McKinney. Contractor also shall comply with all other requirements set forth in Exhibit E.

8. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the McKinney City Charter. Contractor shall execute and deliver to McKinney the Affidavit of No Prohibited Interest, attached hereto as Exhibit F and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to McKinney the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit G and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

9. Indemnity

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS MCKINNEY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "MCKINNEY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST MCKINNEY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR

SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS REASONABLE DISCRETION, McKINNEY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY McKINNEY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY McKINNEY IN WRITING. McKINNEY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, McKINNEY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY McKINNEY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND McKINNEY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY McKINNEY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN McKINNEY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF McKINNEY'S WRITTEN NOTICE THAT McKINNEY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, McKINNEY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY McKINNEY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. THIS SECTION IS SUBJECT TO THE LIMITATION OF LIABILITY PROVISIONS OF PERFECTMIND SAAS & PROFESSIONAL SERVICES AGREEMENT.

10. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. McKinney assumes no such responsibility or liability.

11. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify McKinney in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

12. Termination.

McKinney is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then McKinney shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after thirty (30) days written notice thereof. Any such act by McKinney shall not be deemed a waiver of any other right or remedy of McKinney.

Subject to the limitation of liability provisions of PerfectMIND SAAS & Professional Services Agreement, if after exercising any remedy provided herein, the reasonable cost to McKinney of the performance of the balance of the work on the Project is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse McKinney for such excess, without waiver of any other right or remedy of McKinney.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

13. Authority to Execute.

Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto,

warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof

14. Assignment.

Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of McKinney. Notwithstanding the foregoing, Contractor may assign this Agreement to (i) a parent, subsidiary or affiliate; (ii) an acquirer of assets; or (iii) a successor by merger, on written notice to McKinney. Contractor 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 Contractor of its full obligations to McKinney as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing.

15. No Waiver of Immunity.

The parties acknowledge and agree that, in executing and performing this Agreement, McKinney has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

16. Savings/Severability.

In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, 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 as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

17. Consideration.

This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

18. Attorneys' Fees.

If either party files any action or brings any proceeding against the other arising from this Agreement, then as between McKinney and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

19. Governing Law; Venue.

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

20. Binding Effect.

This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

21. No Waiver.

Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

22. Headings.

The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

23. Indemnity

The parties agree that the indemnity provision set forth in Section 9 herein is conspicuous and the parties have read and understood the same.

24. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to:	PerfectMIND Inc. Attn: Farid Dordar, CEO or Ali Sanei, COO 110- 980 West 1st Street North Vancouver, BC, V7P 3N4 Telephone: (604) 998-3199 Email: ali.sanei@perfectmind.com
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If to McKinney, to: City of McKinney
Attn: Teresa Thomason
P.O. Box 517
222 N. Tennessee Street
McKinney, Texas 75069
Telephone: (972) 547-9026
Facsimile: (972) 547-_____
Email: tthomason@mckinneytexas.org

With a copy to: Brown & Hofmeister, L.L.C.
Attn.: Mark S. Houser
740 East Campbell Road, Suite 800
Richardson, Texas 75081
Telephone: (214) 747-6100
Facsimile: (214) 747-6111
[Email: mhouser@bhlaw.com](mailto:mhouser@bhlaw.com)

25. Representations.

Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

26. Independent Contractor.

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

27. Incorporation of Recitals.

The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of McKinney and the authorized representative of Contractor.

28. Reference to Contractor.

When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

29. Reference to McKinney.

When referring to "McKinney" herein, this Agreement shall refer to and be binding upon McKinney, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom McKinney is legally responsible.

30. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

31. Multiple Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF MCKINNEY

By: _____
TOM MUEHLENBECK
Interim City Manager

Date Signed: _____

ATTEST:

SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

PERFECTMIND INC.,
a British Columbia Corporation

By: _____
VAHID SHABABI
VP, Sales and Marketing

Date Signed: _____

THE STATE OF TEXAS,
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared TOM MUEHLENBECK, Interim City Manager of the CITY OF MCKINNEY, a Texas Municipal Corporation, known to me to be the person who's name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on the City's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 2016.

Notary Public _____ County, Texas

My commission expires _____

THE STATE OF TEXAS,
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 2016, by VAHID SHABABI, in his capacity as Authorized Representative of PERFECTMIND INC., a British Columbia Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of the limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ___ DAY OF _____, 2016.

Notary Public _____ County, Texas

My commission expires _____

Exhibit A
RFP Request

[___ pages attached hereto]

Exhibit B
RFP Response

[___ pages attached hereto]

Exhibit C
Payment Schedule

[____ pages attached hereto]

Exhibit D
PerfectMIND SAAS & Professional Services Agreement

[____ pages attached hereto]

Exhibit E
Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS —

- A. All policies shall name the City of McKinney, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.
- B. Such policies shall require the provision of written notice to McKinney at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- C. Such policies shall provide for a waiver of subrogation against McKinney for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION — All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE — A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work on the Project. If the Agreement is renewed or extended by McKinney, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to McKinney prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST — "X" means that the following coverage is required for this Agreement.

Required	Type Of Coverage	Limits
<u>X</u>	1. Worker's Compensation & Employer's Liability	<ul style="list-style-type: none">■ Statutory Limits of the State of Texas
<u>X</u>	2. General Liability	<ul style="list-style-type: none">■ Minimum \$1,000,000.00 each occurrence;■ Minimum \$2,000,000.00 in the aggregate.

3. XCU Coverage
- Minimum \$1,000,000.00 each occurrence;
 - Minimum \$2,000,000.00 in the aggregate.
4. Professional Liability
- Minimum \$ 1,000,000.00 each claim;
 - Minimum \$ 2,000,000.00 in the aggregate.
5. Umbrella Coverage or Excess Liability Coverage
- An amount of \$ 2,000,000.00.
6. McKinney named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage McKinney may possess.
7. Workers Compensation Insurance provides for a Waiver of Subrogation against McKinney for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance.
8. Thirty (30) days' notice of cancellation, non-renewal, or material change 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.
9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
10. The Certificate of Insurance must state the project title.
11. Other Insurance Requirements (State Below):

Exhibit F

AFFIDAVIT OF NO PROHIBITED INTEREST

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, a member of the Contractor team, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- _____ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- _____ Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000).
- _____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.
- _____ Other:
- _____ None of the Above.

Upon filing this affidavit with the City of Frisco, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOVT CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ___ day of _____, 2016.

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 2016.

Notary Public in and for the State of _____
My commission expires: _____

Exhibit G
Conflict of Interest Questionnaire, Form CIQ

CIQ Form-To be completed by the Proposer and Submitted with Proposal

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <hr/> Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		