

Revised Purchase Order



Purchase Order			
Purchase Order Date	PO/Reference No.	Revision No.	Revision Date
Nov 19, 2025	AB1097011	1	Nov 19, 2025
Contact instructions for questions regarding this Purchase Order: If Buyer Contact information is listed below, please contact the Buyer. If not, please contact the Customer.			
Buyer Contact:			
Buyer	Buyer Email	Buyer Phone Number	
pan - Arredondo-Nino, Paola	ARREDONDOPAOLA@TAMU .EDU	979.845-5841	
Customer Contact:			
Name:	TAMU ORDERING DEPT 02-CSCN		
Email:	tamu-it-purchasing@tamu.edu		
Phone:			

Sales Tax Exemption

Texas A&M University is exempt from state and municipal sales taxes under Chapter 20 Title 122A, revised Civil Statutes of Texas, for all purchases made for the exclusive use of Texas A&M.

The laws of the State of Texas shall govern this Purchase Order.

Member of the Texas A&M University System.

Order acceptance instructions:

For Order Acceptance Instructions and other Terms and Conditions applicable to this PO, see the "Notes to Supplier" section below.

Supplier Information		Delivery Information	
Supplier Name	JM GROSS ENGINEERING LLC	Delivery Address	
Address	1440 GREENGRASS DR HOUSTON, Texas 77008 United States	TAMUS Member:	02-Texas A&M University (02)
Phone	+ 1 346-337-6345	Attn	Roger Whitaker
FOB / FREIGHT	Destination	Technology Services	
Pre-Pay & Add	No	Teague Bldg	
Payment Terms	0, Net 30	Room	CS00
Contract Number - Header	<i>no value</i>	731 Lamar St	
Contract Number - Line	<i>no value</i>	College Station, TX 77843	
Quote number		United States	
		Delivery Information	
		Required Delivery Date	
		Ship Via	Best Carrier-Best Way

Notes to Supplier

Shipping Instructions

Note to Supplier

Please reference attached proposal for project No. 25031.00.

Payment Terms: Net 30

In the event of any conflict in terms asserted by the Contractor and Texas A&M's Terms and Conditions, Texas A&M's Terms and Conditions shall in all aspects govern and control.

Attachments for supplier

JM Gross Engineer...

PO Clauses

Header	001	No Collect Freight Charges Accepted	Neither COD nor "Collect" freight or handling charges will be accepted.
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100	Order Acceptance Instructions - TAMU	Vendor guarantees that the products delivered, or the services performed, as a result of this Purchase Order will meet or exceed all specifications herein. Any exceptions to the pricing or the description contained herein must be approved by Texas A&M's Department of Procurement Services in writing prior to shipping or performance. This Purchase Order is governed by the laws of the State of Texas and Texas A&M's Terms & Conditions (the version that is effective as of the Purchase Order Date or the Revision Date specified above, whichever is later), which are incorporated into and made a material part of any Purchase Order issued by Texas A&M.
102	Terms & Conditions - TAMU	Terms & Conditions - Texas A&M University -This purchase order is issued on behalf of Texas A&M University and is governed by the Terms & Conditions found online: https://purchasing.tamu.edu/_media/TAMU.BID.TERMS.WEB.20250321.pdf

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 2	Engineering Study for WCDC Buildout	1	EA	90,000.00 USD	1 EA	90,000.00 USD
2 of 2	Reimbursable expenses for JMGE	2	EA	1,000.00 USD	1 EA	1,000.00 USD
Total						91,000.00 USD

Billing Information	Billing Address
<p>To assure timely payment please e-mail invoices to the email provided in the bill to address. If the invoice is sent via email, please do not send a duplicate copy through the mail. Only if email is not an option then submit invoices to the billing address indicated in the "Billing Address" section. To inquire about electronic invoicing via cXML, CSV or PO flip through the supplier portal, e-mail vendorhelp@tamu.edu.</p> <p>Invoice must include the PO/Reference number shown above.</p>	<p>Texas A&M University-Accounts Payable ***Do Not Mail Invoices*** Email invoices to invoices@tamu.edu 750 Agronomy Rd Suite 3101 6000 TAMU College Station, TX 77843-6000 United States</p>

September 16, 2025

Mr Dan Schumacher
Texas A&M University
3363 TAMU
College Station, TX 77843

Re: TAMU — WCDC Fit Out Study
Project No: 25031.00

Dear Mr Schumacher,

Thank you for the opportunity to propose on the above referenced project. J. M. Gross Engineering, LLC (JMGE) looks forward to the opportunity to develop our relationship with Texas A&M University through this project.

PROJECT UNDERSTANDING

Texas A&M University intends to complete the buildout of the West Campus Data Center in College Station to include provisioning the remaining utility feeds, the remaining electrical distribution services, and the remaining data hall space over the coming years. In preparation for this work, an engineering study is required to develop infrastructure concepts for the fit-out of the facility. The intent of the study is to identify a budget estimate and long lead equipment requirements that will materially impact the delivery schedule of the planned work.

SCOPE OF WORK

The items below are proposed in the scope of work.

- JMGE will develop a preliminary Owner's Project Requirements document to identify the intended use of the expansion space and infrastructure through coordination with TAMU
- Provide schematic level electrical one-line diagrams with equipment sizes for the new utility services and new electrical distribution systems
- Provide schematic level mechanical riser diagrams with equipment sizes for a new cooling system to support liquid-cooled IT equipment
- An engineering narrative describing the specifications for the major equipment and systems required for the infrastructure provisioning
- Coordination with a construction contractor of TAMU's choosing to review the budget prepared by the contractor

EXCEPTIONS AND CLARIFICATIONS

1. The deliverables for this project are narratives and planning in nature, and therefore will not be signed nor sealed
2. Should the owner request additional scope for the project, JMGE will execute and invoice the additional scope upon receipt of a written request or notice to proceed.

COMPENSATION

JMGE proposes to provide the below services on a Fixed Fee basis. The hourly rates are based on the attached billing rate structure. JMGE will provide the above services for a fee of **Ninety Thousand dollars (USD \$90,000)**.



Reimbursable expenses are in addition to the fees listed above. We recommend a not-to-exceed budget of **One Thousand dollars (USD \$1,000)** for printing expenses and travel expenses.

The total recommended contract amount for this project is **Ninety One Thousand dollars (USD \$91,000)**.

TERMS AND CONDITIONS

It has been assumed all work described in this proposal will be performed in accordance with Exhibit A to this proposal, General Conditions to Letter of Agreement. Engineer reserves the right to review and edit the agreement prior to signature. Commencement of work will proceed once Engineer receives a copy of the signed Project Addendum from Owner.

Monthly billing will be prepared based on hours spent. Payments are due to the Engineer 30 days following receipt of the invoice by the Client.

The terms of this proposal are valid for 60 days.

JMGE sincerely appreciates this opportunity to provide professional design services for this project. Should you have any questions please feel free to contact me.

Sincerely,

John M Gross III, PE, ATD
President

Attachments:

CC:

Accepted By Client

(Printed Name of Signatory)

By _____
(Signature)

(Date)

EXHIBIT A

GENERAL CONDITIONS TO LETTER OF AGREEMENT

1. **PAYMENTS** are payable to the Engineer within thirty (30) days from the date of invoice in U.S. funds. Invoices are sent out every month and the client will have ten (10) days from receipt of the invoice in which to review the invoice for accuracy. After ten (10) working days from receipt of the invoice, said invoice will be deemed accurate.

An interest charge of ten percent (10%) shall accrue on any unpaid balance not received thirty (30) days following receipt of an invoice.
2. **SUSPENSION OF WORK.** For any invoice outstanding for more than thirty (30) days from the date of invoice, the Engineer has the option to suspend all work specified under this Agreement until the account is brought current. Continued performance and/or completion of work by the Engineer under this Agreement is contingent upon payment of fees by the Owner.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
3. **LEGAL COSTS.** The Owner shall reimburse the Engineer for all costs incurred in collection of unpaid accounts, including, without limitation, all reasonable attorney and legal expenses.
4. **FAILURE TO PAY.** Failure of the Owner to pay any invoice of the Engineer to the Owner within thirty (30) days from the date posted shall grant the Engineer the right, in addition to any and all other rights provided, to refuse to render further services to the Owner and such act or acts shall not be deemed a breach of this Agreement.
5. **NO DEDUCTION** shall be made from the Engineer's compensation on account of claims of negligent errors or omissions in performance of professional services by the Engineer, except pursuant to a judicial award or an award rendered in a proceeding in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining.
6. **DIRECT PERSONNEL EXPENSE** is defined as the direct salary of all the Engineer's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.
7. **REIMBURSABLE EXPENSES.** Transportation, lodging, and meals in connection with travel; long distance telephone calls, courier services and facsimile communications, telex, postage and delivery charges; computer time charges for CADD operations; reproduction costs; expense for data processing; photographic production techniques; expense of renderings, models and mock-ups requested by the Owner; and automobile travel. All payments to be made by the Owner under this Agreement shall be increased by the addition of applicable Sales and Use Taxes, if any. All Reimbursable Expenses shall be invoiced at cost plus a 10% markup to cover coordination and administrative expenses. Mileage charges for automobiles shall be at the prevailing rate established by the I.R.S.
8. **SPECIAL CONSULTANTS** or subcontractors are those who provide services other than those provided by customary consultants as defined in AIA Documents B141, Standard Form of Agreement Between

Owner and Architect. If it is requested that the Engineer retain any Special Consultants or Subcontractors on the Owner's behalf, their charges will also be subject to a 10% markup. Invoicing and payment shall be the same as in Item 1 above.

9. SEPARATE CONSULTANTS. If a firm or firms are separately engaged by the Owner to work under the general direction of the Engineer, the Engineer shall have no responsibility or liability for the performance or technical sufficiency of the services of such separately engaged firms.
10. OWNERSHIP AND USE OF DOCUMENTS. Drawings and Specifications as instruments of service are and shall remain the property of the Engineer whether the Project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings, and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used by the Owner on other projects, for additions to this Project, or for completion of this Project by others provided the Engineer is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Engineer. The Owner hereby agrees to indemnify, defend and hold harmless the Engineer from any and all claims, causes, damages, losses, liability and expenses, including but not limited to attorney's fees, arising out of said use.
11. STANDARD OF CARE. The Engineer shall perform its services consistent with the professional skill and care ordinarily provided by Engineers practicing in the same or similar locality under the same or similar circumstances. The Engineer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Any language, term or condition of this agreement to the contrary notwithstanding, the Engineer makes no express or implied warranties, including warranties of merchantability or fitness for any purpose, regarding the Engineer's service, which warranties are expressly disclaimed.
12. DISPUTE RESOLUTION/ARBITRATION. Any controversy, claim or dispute arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach thereof, shall be referred to voluntary, nonbonding mediation to be conducted by a mutually acceptable mediator prior to resorting to litigation or arbitration.

Provided they do not exceed a cumulative total of \$75,000 during the term of this Agreement, all claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, which are not disposed of under the terms of the foregoing subparagraph, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise.

Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

No arbitration, arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Engineer, the Engineer and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any disputes not described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance within applicable law in any court having jurisdiction.

The Engineer and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

13. **ESTIMATES.** As the Engineer has no control over construction costs or contractor's prices, any construction cost estimates are made on the basis of the Engineer's experience and judgment as a design professional; but it cannot and does not warrant or guarantee that contractor's proposals, bids or costs will not vary from its estimates.
14. **OWNER RESPONSIBILITIES.** The Owner shall furnish such legal, accounting, and insurance counseling services as may be required for the Project and shall provide the Engineer with all existing information relating to the Project which the Engineer may request, including surveys, soils investigations, and program data. If the Owner becomes aware of any fault or defect in the Project or the Engineer's services, he shall promptly notify the Engineer. The Owner shall furnish required information or services as expeditiously as necessary for the orderly performance of the work.

Any and all taxes, tariffs, licensing, association fees, administrative and regulatory fees and similar fees and costs, applicable in the Project's jurisdiction to either the project itself or to the Engineer's services shall be the responsibility of and paid by the Owner.

15. **ENGINEER'S ROLE DURING CONSTRUCTION.** If this Agreement provides for any construction phase services by the Engineer, it is understood that the contractor, not the Engineer, is responsible for construction of the Project, and that the Engineer is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier, for safety programs or enforcement, or for construction means, methods, techniques, sequences and procedures employed by the contractor.
16. **HAZARDOUS MATERIALS.** The Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
17. **ENGINEER'S LIABILITY.** To the fullest extent permitted by law, the Owner agrees to limit the Engineer's liability for any and all causes of action whatsoever arising out of or in connection with this professional services agreement, the Project, or the Engineer's services, to the sum of \$50,000 or the Engineer's professional fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
18. **MISCELLANEOUS.** Neither party may assign its interest in this Agreement to any other person without the express written consent of the other party. This Agreement constitutes the complete and sole agreement between the parties with respect to the Project, and may be amended only by a written document signed by both parties, and shall be governed by the laws of the State where the Engineer is performing the work for this contract.