PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TEXAS A&M UNIVERSITY
AND
BURNS & MCDONNELL

This Professional Services Agreement (this “Agreement”) between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas (“Texas A&M”) and Burns & McDonnell (“Provider”) is made and entered into by and between Texas A&M and Provider.

Texas A&M and Provider hereby agree as follows:

SCOPE OF WORK

Burns & McDonnell Utility Master Planning Services per the Texas A&M System Agreement

Reference the attached Texas A&M University UMP 2017 Scope Matrix and Burns & McDonnell Fee Proposal

Qualifications
The Texas Engineering Practices Act defines the practice of engineering as performing any public or private service or creative work which requires engineering education, training, and experience in applying special knowledge or judgment of the mathematical, physical or engineering sciences to that service or creative work.

Detailed engineering calculations as described above are required for this scope of work and hence the services of a licensed professional engineer are required.

A professional engineer licensed to practice in the State of Texas shall be responsible for and in charge of all work performed on this project.

Reference the following documents:

Appendix A – TAMUS Executed Agreement

Appendix B – Burns & McDonnell Scope Matrix.

Appendix C – Burns & McDonnell Fee Proposal
2. TIME FOR COMMENCEMENT AND COMPLETION

It is understood that time is of the essence in this Agreement and that Provider shall complete all authorized Work in accordance with the time for performance described for the Work, and in a minimum of time consistent with the highest customs, standards, and practices of Provider's business or profession. Texas A&M University desires an agreement for 24 months for an indefinite quantity of tasks. Multiple delivery orders may be issued, requiring concurrent design and completion by University established delivery dates.

3. PAYMENT TERMS

A. For the satisfactory performance of the Work, Texas A&M shall pay Provider based on Appendix C - the attached Burns & McDonnell Fee Proposal – the sum of Three Hundred Three Thousand, Three Hundred Dollars and No cents ($303,300.00) Texas A&M reserves the right to increase the scope of this engagement as necessary.

B. Payments of the amount due to Provider will be provided by Texas A&M upon receipt of an invoice which details the date of service, description of work performed, billing rate as set forth in Appendix C, and provides supporting documentation for reimbursable expenses relating to Work requested by Texas A&M, if any. The invoice must be signed by the Provider and submitted to Texas A&M at the address as specified on the accompanying TAUM Purchase Order. Payment for travel related expenses shall be in accordance with State of Texas Travel Guidelines.

4. DEFAULT AND TERMINATION

A. In the event of substantial failure by a party hereunder to perform in accordance with the terms hereof, the other party may terminate this Agreement upon fifteen (15) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of the terminating party.

B. Texas A&M may, without cause, terminate this Agreement at any time upon giving thirty (30) days advance notice to Provider. Upon termination pursuant to this paragraph, Provider shall be entitled to payment of such amount as shall compensate Provider for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement, provided Provider shall have delivered to Texas A&M a final report describing the work completed to the date of termination. Texas A&M shall not be required to reimburse Provider for any services performed or expenses incurred after the date of termination notice.
5. UNIVERSITY FACILITIES

Texas A&M will provide Provider with office space, as needed, to carry out Provider's duties under this Agreement. Any non-consumable items provided by Texas A&M will remain Texas A&M property at the termination of this Agreement unless otherwise agreed in writing. Provider and its employees will be permitted access to and use of the allocated office space, but Texas A&M reserves the right to enter the premises to conduct Texas A&M business, as may be reasonably necessary or for health and safety purposes.

6. PUBLIC INFORMATION

Information provided to Provider by Texas A&M, including but not limited to information from the members, officers, agents, or employees of The Texas A&M University System or any of its components, and information provided to Provider by members of the public or any other third party shall belong to Texas A&M.

Information created, derived, or otherwise produced by Provider shall remain the exclusive property of Provider. Provider acknowledges any final report or papers will be provided in accordance with this Agreement, and that any information contained in any report or papers, which Provider believes is confidential under Texas law will be clearly designated as such by Provider. In the event Texas A&M receives a request for public information for any portion of any final report or papers that have been designated by Provider to be confidential, Texas A&M will provide notice to Provider and Provider may submit a brief to the Office of the Attorney General, as provided by Chapter 552, Texas Government Code. The parties agree that Texas A&M will be permitted, without penalty under this Agreement, to strictly comply with Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement.

7. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Texas A&M and Provider to attempt to resolve any claim for breach of contract made by Provider that cannot be resolved in the ordinary course of business. Provider shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M, who shall examine Provider's claim and any counterclaim and negotiate with Provider in an effort to resolve the claim.
8. MISCELLANEOUS

A. Provider agrees to indemnify and hold harmless Texas A&M from any claim, damage, liability, expense or loss arising out of Provider’s performance under this Agreement.

B. Provider shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of Texas A&M.

C. Provider shall be an independent contractor, and neither Provider nor any employee of Provider shall be deemed to be an agent or employee of Texas A&M. As an independent contractor, Provider will be solely responsible for determining the means and methods for performing the services described. Provider shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of Texas A&M relative to conduct on its premises.

D. This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.

E. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against Texas A&M shall be in the county in which the primary office of the chief executive officer of Texas A&M is located.

F. If Provider is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then Provider certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Provider is exempt from the payment of franchise (margin) taxes.

G. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonably means and will be effective when actually received. Texas A&M and Provider can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:
Texas A&M: Clyde Oberg  
Assistant Director  
Texas A&M University  
Department of Procurement Services  
PO Box 30013  
College Station, TX 77843-1477  
979-845-1042  
979-845-8171 fax  
co@tamu.edu  

Provider: Jon Schwartz  
Manager, OnSite Energy & Power  
Burns & McDonnell  
6500 West Freeway  
Ft. Worth, TX 76116  
817-377-0361  
817-377-0394 fax  
jschwartz@burnsmcd.co,

H. Texas A&M may request a consultant to perform a criminal background check on any employee and/or representative of Provider who conducts business pursuant to this Agreement on the campus of Texas A&M.

I. Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

J. Pursuant to Section 2252.903, Texas Government Code, Provider agrees that any payments owing to Provider under this Agreement may be applied directly toward certain debts or delinquencies that Provider owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

K. Provider expressly acknowledges that Texas A&M is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Texas A&M of its right to claim such exemptions, privileges, and immunities as may be provided by law.

L. Provider acknowledges and understands that Section 2252.901, Texas Government Code, prohibits Texas A&M from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If Provider is an individual, by signing this Agreement, Provider
certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.

M. Performance by Texas A&M under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, Texas A&M will issue written notice to Provider and Texas A&M may terminate this Agreement without further duty or obligation hereunder. Provider acknowledges that appropriation of funds is beyond the control of Texas A&M.

N. By executing and/or accepting this Agreement, Provider and each person signing on behalf of Provider certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System ("TAMUS") or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Texas A&M or TAMUS, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

O. Provider will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices.

P. To the extent permitted by the Constitution and laws of the State of Texas, in no event will either party be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased project costs, loss of revenue or profit, lost production, claims by customers of Texas A&M, and/or governmental fines or penalties.

Q. To the extent permitted by the Constitution and laws of the State of Texas, Provider’s aggregate liability for all damages connected with its services for the project not excluded by the preceding subparagraph, whether or not covered by Provider’s insurance, will not exceed the contract price including any change orders. These mutually negotiated obligations and remedies stated in this Agreement are the sole and exclusive obligations of Provider and remedies of Texas A&M, whether liability of Provider is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

R. Estimates, schedules, forecasts, and projections prepared by Provider relating to loads, interest rates and other financial analysis parameters,
construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on Provider’s experience, qualifications, and judgment as a professional.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date indicated below their signatures.

Texas A&M University 
Robert C. Bounds  
Director, Procurement Services  
7-17-2017  
(Date)

Burns & McDonnell
Jon Schwartz  
Manager  
Onsite Energy & Power  
7-18-17  
(Date)
APPENDIX A

TAMUS Executed Agreement
AN AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND BURNS & McDONNELL ENGINEERING CO., INC.

This Services Agreement ("Agreement") is entered into and effective upon final execution of this Agreement (the "Effective Date"), by and between The Texas A&M University System (hereafter referred to as "TAMUS"), an agency of the state of Texas, and BURNS & McDONNELL ENGINEERING CO., INC. (hereafter referred to as "PROVIDER"). TAMUS and PROVIDER are sometimes hereafter referred to as "Party" individually or "Parties" collectively.

TAMUS and PROVIDER hereby agree as follows:

1. **SCOPE OF WORK**

   PROVIDER will work with each campus or other location (hereafter referred to as "MEMBER") within the Texas A&M University System to develop a utility and energy master plan. This process is described in Exhibit A, attached hereto.

2. **TERM OF THE AGREEMENT**

   The initial term of this Agreement shall begin upon the final execution of the Agreement and terminate on January 31, 2018. This Agreement can be extended for one (1) additional three (3) year term upon written agreement of both parties. Any extensions shall be at the same terms and conditions plus any approved changes to be determined by TAMUS and negotiated in writing with the PROVIDER.

   This Agreement is not a contract to perform work at a specific MEMBER but is intended to demonstrate the ability of each MEMBER to contract individually with the Provider to provide services as outlined in RFQ01 RISK-14-004 for Engineering Master Plan. It is the responsibility of each MEMBER to negotiate the final agreement.

3. **PAYMENT TERMS**

   TAMUS shall not pay any costs or fees as a direct result of this Agreement. Any and all costs shall be negotiated and defined in each MEMBER specific agreement.

4. **DEFAULT AND TERMINATION**

   A. In the event of substantial failure by PROVIDER to perform in accordance with the terms hereof, TAMUS may terminate this Agreement upon fifteen (15) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of TAMUS.

   B. TAMUS may terminate this Agreement at any time upon seven (7) days prior notice to PROVIDER.
5. PUBLIC INFORMATION

PROVIDER acknowledges that TAMUS is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement.

6. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMUS and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to Billy Hamilton, Executive Vice Chancellor and Chief Financial Officer for TAMUS, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim.

7. INSURANCE

This process is described in Exhibit B, attached hereto.

8. MISCELLANEOUS

A. **Indemnification.** PROVIDER agrees to indemnify and hold harmless TAMUS from any claim, damage, liability, expense or loss to the extent arising out of PROVIDER's negligent or willful errors or omissions under this Agreement.

B. **Independent Contractor.** PROVIDER is an independent contractor, and neither PROVIDER nor any employee of PROVIDER shall be deemed to be an agent or employee of TAMUS. PROVIDER will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. PROVIDER shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of TAMUS relative to conduct on its premises.

C. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement: "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
D. **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, *Texas Government Code*, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

E. **Previous Employment.** PROVIDER acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits TAMUS from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If PROVIDER is an individual, by signing this Agreement, PROVIDER certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.

F. **Franchise Tax Certification.** If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.

G. **State Auditor’s Office.** PROVIDER understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.

H. **Entire Agreement.** This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of this Agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.

I. **Severability.** If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

J. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.

K. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of TAMUS.

L. **HUB Subcontracting Plan.** If a subcontractor will be used to provide any commodity or service as part of this scope, the PROVIDER will be required to make a
good faith effort and complete the state of Texas HSP found at http://www.tamus.edu/business/facilities-planning-construction/forms-guidelines-wage-rates/. If there are pre-existing agreements in place with companies who will be hired as subcontractors, the PROVIDER will show those companies as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then the PROVIDER will be expected to make a good faith effort according to the HSP instructions.

In the event that you determine you will be using a subcontractor, please contact Mr. Jeff Zimmermann from the A&M System’s HUB Program at (979) 458-6410 or jzimmermann@tamus.edu for assistance in determining available HUB subcontractors and proper completion of the HSP.

M. **Force Majeure.** Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

N. **Loss of Funding.** Performance by TAMUS under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, TAMUS will issue written notice to PROVIDER and TAMUS may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of TAMUS.

O. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

P. **Venue.** Pursuant to Section 85.18, *Texas Education Code,* venue for any suit filed against TAMUS shall be in the county in which the primary office of the chief executive officer of TAMUS is located, which is Brazos County, Texas.

Q. **Non-Waiver.** PROVIDER expressly acknowledges that TAMUS is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMUS of its right to claim such exemptions, privileges, and immunities as may be provided by law.

R. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonably means and will be effective when actually received. TAMUS and
PROVIDER can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

**TAMUS:**
The Texas A&M University System  
301 Tarrow St., Suite 361  
College Station, Texas 77840  
Attention: Jeff Zimmermann  
Phone: (979) 458-6410  
Fax: (979) 458-6250  
E-mail: jzimmermann@tamu.edu

**PROVIDER:**
Burns & McDonnell Engineering Co., Inc.  
6500 W. Freeway, Suite 700  
Fort Worth, TX 76116  
Attention: Jon Schwartz  
Phone: (817)377-0361  
Email: jschwartz@burnsmcd.com

IN WITNESS WHEREOF, intending to be bound, the Parties have entered into this Agreement as of the Effective Date.

**The Texas A&M University System**

By:  
Jeff Zimmermann  
Director, Procurement and Business Services  
9/1/15  
Date

**Burns & McDonnell Engineering Co., Inc.**

By:  
Burns & McDonnell Engineering Co., Inc.  
9/1/15  
Date

Jon Schwartz, Principal
EXHIBIT A – SCOPE OF WORK

PROVIDER will work with each campus or other location (hereafter referred to as “MEMBER”) within the Texas A&M University System to develop a utility and energy master plan that will:

1. Identify operational and functional issues with the existing utility infrastructure and future loads proposed by the Campus Master Plan and provide recommendations for improvements and develop conceptual designs for projects that will expand the utility infrastructure systems to meet the campus’ needs. This scope of work will fully leverage and amend the most recent Utility Infrastructure Master Plan if one exists on the campus.

2. Provide the campus with a “road-map” for future building renovation and construction as well as identification of high priority demand-side energy and water conservation measures such as such as server room consolidation and efficient space utilization. This will also include an outline of sustainable energy management approaches to IT infrastructure, procurement and construction/renovation that could be adopted by the University to operate the entire campus at the highest levels of energy productivity and environmental compliance. The Master Planning will present an implementation strategy to change utility consumption patterns which will lay the foundation for integrating the social aspects of the overall program.

The process used by PROVIDER will include the following:

Data Gathering

A. Evaluate the electrical power, chilled water, heating hot water, domestic water, steam, sanitary sewer, and storm sewer utility distribution systems serving the campus.

B. Become acquainted with the planning, engineering, and technical information from previous studies. PROVIDER will acknowledge and address any previous studies in the Utility Master Plan Report.

C. Meet with campus utility providers, users, and stakeholders to determine future utility needs, desires, and constraints.

D. Develop a set of overall parameters, constraints, and guidelines for both the short (5 YEAR) and long (30 YEAR) term utility master plan. Five-year loads will be based on actual master planned growth and 30-year loads will be based on mutually agreed upon growth rates. Focus will be on identifying points in time requiring equipment change outs or expansion.

Analysis/Options Development

A. Develop alternative methods to meet the short and long term utility needs of the MEMBER. Options will be limited to economically viable alternatives (i.e. TES, Heat Pump Chillers, etc.). Primary focus will be on thermal utilities and options that do not require a complete overall or reset of systems and approach. It is assumed that the
current approach is appropriate for service and that the goal is to look for enhancement opportunities but not complete reworking of systems.

B. Develop recommendations on the short and long term approaches for MEMBER utility production facilities and distribution systems. This would include:

1. Comparing current production capacities and future demand requirements for all utilities.
2. Create a Baseline Energy Model of existing operations to use in evaluating options for meeting requirements for future building capacity. Baseline Energy Model for analysis of alternatives will not include comprehensive Trane TRACE or GT Pro/Gate Cycle modeling. Focus will be on capacity growth with limited enhancement opportunities to systems. Spreadsheet analysis based on actual operating data and projections of results with CHP upgrade will be utilized.
3. Develop an equipment replacement plan for equipment as it reaches the end of useful life. ASHRAE Services Life Table will be used to replacement scheduling.

C. A cursory review of total available capacity for potable water, sanitary sewer, storm sewer and natural gas will be completed.

D. Developing options to meet future demand (e.g. expansion of existing facilities, combined steam/chilled water production facilities at new MEMBER locations, etc.). The options would include a summary of the alternative production options, anticipated time frames to implement, and a financial analysis of the alternatives (e.g planning cost estimates, utility costs, and net present value analysis, life cycle cost models). MEMBER to provide future buildings lists, location and anticipated loads. If loads are unknown, Provider will provide indicative loads for building type (lab, dorm, etc.) using available MEMBER data, previous experiences, and assumptions for efficiency upgrades.

E. Using the existing distribution models, make recommendations on the overall approach for campus utility distribution improvements and determine the capacity and location for major utility distribution improvements.

F. Determine optimal routes for new or extended utility distribution systems that allow for flexibility during future growth and change.

G. Develop a Utility Infrastructure Program Plan detailing individual infrastructure projects, their estimated costs, and their anticipated project schedules.

H. Investigate the incorporation of Chilled Water Loop Optimization in Existing CHW Plants; Determine optimum number of chillers in each plant for retrofit to variable speed, Determine space requirements for VFD’s, Determine what additional controls devices would need to be added for the controls to function properly, Provide a sketch of VFD locations, estimated costs of physical changes and estimated cost of the optimization software integration, Estimate the resulting energy savings.
Recommendations/Reporting/GHG Analysis/Economics

A. Consolidation of all scope items into a comprehensive, written report suitable for the MEMBER to use in formulating specific projects to implement the recommendations of the infrastructure master plan. Deliverable will be in report format, including calculations, sketches, and supporting data as necessary to illustrate the utility master plan evaluation as described herein. Sketches will include general arrangements, cursory routings and main distribution component size. Report will consist of two major sections for Supply Side and Demand Side analysis/recommendations and a third section for overall funding plan and GHG emissions impact.

Final deliverable will include a prioritization of the forecasted future improvements in sufficient detail to direct future investments in the campus and building utility systems. Deliverable will also include a “Road-Map” – which is a resource loaded schedule, with projects by system, with costs and schedule requirements for each discrete project.
EXHIBIT B – INSURANCE

PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to MEMBER. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to PROVIDER under this Agreement. PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. PROVIDER is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to MEMBER at least ten days before the effective date of the cancellation.

**Insurance:**

**Coverage**

**A. Worker's Compensation**
- Statutory Benefits (Coverage A)
- Employers Liability (Coverage B)

**Limit**
- Statutory
- $1,000,000 Each Accident
- $1,000,000 Disease/Employee
- $1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers’ compensation policy the state in which work is to be performed for [Member]. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted.

**B. Automobile Liability**

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

**Additional Endorsements**

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and the MEMBER as additional insured's.)

Page 9 of 11
C. **Commercial General Liability**

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate Limit</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products / Completed Operations</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal / Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Damage to rented Premises</td>
<td>$300,000</td>
</tr>
<tr>
<td>Medical Payments</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

The required commercial general liability policy will be issued on a form that insures PROVIDER’s or its subcontractors’ liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

D. PROVIDER will deliver to MEMBER:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

*All insurance policies*, with the exception of worker’s compensation, employer’s liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and MEMBER as Additional Insureds up to the actual liability limits of the policies maintained by PROVIDER. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

*All insurance policies* will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and MEMBER. No policy will be canceled without unconditional written notice to MEMBER at least ten days before the effective date of the cancellation.

*All insurance policies* will be endorsed to require the insurance carrier providing coverage to send notice to MEMBER ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Section 11.

Any deductible or self-insured retention must be declared to and approved by MEMBER prior to the performance of any services by PROVIDER under this Agreement. PROVIDER is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.
Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the contact in Section 8 R. of this Agreement.

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by MEMBER in writing, except as may be noted.
APPENDIX B

Burns & McDonnell Scope Matrix
<table>
<thead>
<tr>
<th>System</th>
<th>Production</th>
<th>Distribution</th>
<th>Focus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steam</td>
<td>N/A</td>
<td>Distribution Study - piping, supports, tunnel, expansion joints</td>
<td>Future capital needs, distribution system condition, evaluation of central versus local steam delivery</td>
</tr>
<tr>
<td>Electricity</td>
<td>Review/Document, support of Thermal Utility Projections</td>
<td>Review and Modeling</td>
<td>ETAP Model update</td>
</tr>
<tr>
<td>Domestic Cold Water/Fire Water</td>
<td>N/A</td>
<td>Review and Modeling, include elevated storage tank</td>
<td>Confirm adequate fire flow capability, identify distribution pinch points, pumping issues</td>
</tr>
<tr>
<td>Domestic Hot Water</td>
<td>Capacity Projections</td>
<td>System Approach Review - Central vs. Local vs. HHW to DHW, no Modeling</td>
<td>High-Level Qualitative and Quantitative Analysis</td>
</tr>
<tr>
<td>Combined Heat and Power</td>
<td>Review/Document</td>
<td>N/A</td>
<td>Future capital needs (budget line items)/campus growth impacts to future islanding capability, no Modeling</td>
</tr>
<tr>
<td>Planning for UES Service Center</td>
<td>N/A</td>
<td>N/A</td>
<td>High-Level Programming to determine space needs for proposed UES Department building</td>
</tr>
<tr>
<td>Design Standards Review</td>
<td>Review of relevant sections</td>
<td>N/A</td>
<td>Review of Table of Contents, production-side sections, and documentation of manufacturer/material preferences</td>
</tr>
<tr>
<td>Greenhouse Gas Emissions</td>
<td>High-Level Review</td>
<td>N/A</td>
<td>Estimate of GHG emissions and brief narrative on potential sustainable production options</td>
</tr>
</tbody>
</table>

**Notes and Clarifications**

Documenting Goals/Parameters: Information provided by TAMU with no site investigations by BMcD

Meetings (2 days) to capture anecdotal information from staff and operators

List current and near term projects already set and approved

Narrative-focused with no modeling

Modeling: Assumes existing models are calibrated

Piping extended to new loads with consideration of new vs. expanded plants when needed
APPENDIX C

Burns & McDonnell Fee Proposal
March 30, 2017

Mr. Bob Henry
Technical Services Manager
Texas A&M University UES
496 Asbury St.
College Station, TX 77843

Re: Utilities and Energy Services Master Plan – Fee Proposal

Dear Mr. Henry:

Burns & McDonnell is pleased to provide this proposal for the UES Utility Master Plan. This proposal is based on our understanding of the project and subsequent scope development discussions with UES personnel.

The total compensation for the project is presented below. The services shown in Exhibit 1 are expected to be completed within five months after Notice to Proceed and receipt of the items requested in the Information Request List.

Fee:
The total compensation for this effort shall be $303,300 (Three Hundred and Three Thousand Three Hundred Dollars) including expenses.

We appreciate this opportunity to be of service to Texas A&M University and look forward to working with you to help make this project a success. Our team is available to immediately begin working on this project. We would be happy to review this proposal with you and address any questions that you may have.

Sincerely,

Justin Grissom, P.E., CEM
Section Manager
OnSite Energy & Power

Jon Schwartz, P.E., CEM
Principal
OnSite Energy & Power