PROFESSIONAL SERVICES AGREEMENT
BETWEEN TEXAS A&M UNIVERSITY
AND
AYERS SAINT GROSS

This Professional Services Agreement ("Agreement") between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas ("University"), and Ayers Saint Gross, ("Provider"), is made and entered into as of April 5, 2017 ("Effective Date").

This Agreement, resulting from University’s RFP 17-0019, is for the provision of professional services outlined in the Scope of Work. Provider represents to having the knowledge, ability, skills and resources to provide such services in accordance with the terms and requirements of this Agreement. To any extent required under the Scope of Work, Provider represents that any part of the performance required to be performed by a professional having state licensure in good standing will be performed by such licensed professional.

University and Provider hereby agree as follows:

1. SCOPE OF WORK

A. Provider shall provide professional services for the Campus Sustainability Plan Update.

B. The scope of the work ("Work") and the time for performance thereof, is as set forth in Appendix A attached hereto and made a part hereof for all purposes including the HUB subcontracting plan and any reports required thereunder.

C. Upon execution of this Agreement, all services previously performed by Provider on behalf of University and included in the description of the Work, shall become part of the Work and shall be subject to the terms and conditions hereof.

D. University shall take reasonable precautions to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Provider for use in the Service under this Agreement. Provider shall use reasonable efforts to verify the accuracy and suitability of any information supplied to Provider by University, or any other party, that Provider uses for the Project. Provider shall identify to the University in writing any such documents or data which, in Provider’s professional opinion, are unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished. University does not warrant the accuracy or suitability of such documents or data as are furnished unless Provider advises University in writing that, in Provider’s professional opinion, such documents or data are unsuitable, improper, or inaccurate and University confirms in writing that it wishes Provider to proceed in accordance with the documents or data as originally given.

E. Provider agrees and acknowledges that University is entering into this Agreement in reliance on Provider’s represented professional abilities with respect to performing the services, duties, and obligations under this Agreement. Provider shall perform its services in accordance with the usual and customary professional standards of care, skill and diligence consistent with its
industry and like firms in Texas that provide professional services for projects that are similar in size, scope, and budget to the Project (the “Standard of Care”). Subject to this Standard of Care, Provider shall interpret and apply applicable national, federal, state, and municipal laws, regulations, codes, ordinances, and orders in effect at the time the services are provided. There are no obligations, commitments, or impediments of any kind known to the Provider that will limit or prevent performance by Provider of its services.

F. Provider shall allocate adequate time, personnel, internal administration, supervision, and resources as necessary to perform its services in an expeditious and economical manner consistent with the interests of the University. Provider’s Project Principal(s) responsible for managing the Project is identified in Appendix A and, while employed by Provider, shall not be changed without the prior written approval of the University.

G. University’s approval or acceptance of Provider’s services shall not relieve Provider of any of its professional duties nor release Provider from any liability for negligent delivery of such services because University is, at all times, relying upon Provider’s skill and knowledge in performing Provider’s services. University shall have the right to reject any of Provider’s services due to any material errors or omissions in any deliverables prepared by Provider or its consultants. Upon notice of any such errors or omissions, Provider shall promptly provide any and all services necessary to correct or remedy them at no additional cost to the University. Provider’s obligation to correct its errors and omissions is in addition to, and not in substitution for, any other remedy for defective services which University may have at law or in equity, or both.

2. TIME FOR COMMENCEMENT AND COMPLETION

It is understood that time is of the essence in the Work to be performed under 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. Work is to commence no later than April 24, 2017 and will be complete no later than 12 months from commencement.

3. PAYMENT TERMS and MAXIMUM CONTRACT SUM

A. For the satisfactory performance of the Work, University shall pay Provider an amount not to exceed Two Hundred Twenty-Six Thousand Dollars ($226,000). Provider’s Payment Schedule is included in the attached Appendix A. University reserves the right to increase the scope of this engagement as necessary. Payment of reimbursable expenses is separate from this amount and will be in accordance with Appendix A.

B. Payments of the amount due to Provider will be provided by University upon receipt of an invoice which details the date of service, description of work performed, billing rate or schedule as set forth in Appendix A, and provides supporting documentation for reimbursable expenses relating to Work requested by University, if any. The invoice must be signed by the Provider and submitted to University at the address specified in Section 8 below. Payment for travel related expenses shall be in accordance with State of Texas Travel Guidelines.

C. University makes no representations regarding the amount or type of services, if any, that Provider will be asked to provide to University during the term(s) of this Agreement. It is expressly understood that the University is under no obligation to request any services from Provider and no minimum amount of work is required or contemplated under this Agreement. All
service requests will be made by the University on an as-needed basis, subject to future agreement on the scope of the work and the fee.

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. University 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 University a final report describing the work completed to the date of termination. University shall not be required to reimburse Provider for any services performed or expenses incurred after the date of termination notice.

5. UNIVERSITY FACILITIES

University will provide Provider with office space, as needed, to carry out Provider’s duties under this Agreement. Any non-consumable items provided by University will remain University 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 University reserves the right to enter the premises to conduct University business, as may be reasonably necessary or for health and safety purposes.

6. 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 University. By requiring such minimum insurance, University 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 University at least ten days before the effective date of the cancellation.

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<th>Coverage</th>
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<tr>
<td><strong>A. Worker’s Compensation</strong></td>
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<td>Employers Liability (Coverage B)</td>
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$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 University. 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;

C. **Professional Liability (Errors & Omissions)** Insurance with limits of not less than $1,000,000 each occurrence, $2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of Provider and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Provider agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least three (2) years after the expiration of cancellation of this Agreement.

D. Provider will deliver to Texas A&M University:

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 Texas A&M University 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 Texas A&M University. No policy will be canceled without unconditional written notice to University 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 University ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this section.

Any deductible or self-insured retention must be declared to and approved by University 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 following University contact:

Name: Department of Contract Administration
Address: 1182 TAMU
          College Station, Texas 77843-1182
Facsimile Number: (979) 862-7130
Email Address: contracts@tamu.edu

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by University in writing.

7. OWNERSHIP AND USE OF DOCUMENTS

All documents prepared by the Provider under this Agreement, and the ideas and designs contained therein, shall be property of the University. Provider shall be permitted to retain copies, including reproducible copies, of all documents prepared by the Provider for information and reference in connection with the project.

8. 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. University 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 University:  Texas A&M University
Department of Contract Administration  Department of Contract Administration
1182 TAMU  1182 TAMU
College Station, TX 77843-1182  College Station, TX 77843-1182
Attn: Executive Director  Attn: Executive Director
(979) 845-0099  (979) 845-0099
(979) 862-7130 fax  (979) 862-7130 fax
contracts@tamu.edu  contracts@tamu.edu
Provider: Ayers Saint Gross
60 E. Rio Salado Parkway, Suite 701
Tempe, AZ 85281
(480) 921-1515
(480) 921-1513 fax

9. PUBLIC INFORMATION

A. Provider acknowledges that University 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, as well as any other disclosure of information required by applicable Texas law.

B. Upon University’s written request, Provider will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to University in a non-proprietary format acceptable to University. As used in this provision, “public information” has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which University has a right of access.

C. Provider acknowledges that University may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

10. CONFLICT OF INTEREST

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 University 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.

11. 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 University 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 University, who shall examine Provider’s claim and any counterclaim and negotiate with Provider in an effort to resolve the claim.

12. HUB SUBCONTRACTING

It is the policy of the State of Texas, the Texas Procurement and Support Services and the Texas A&M University System to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in A&M System contracting and purchasing. The Provider having been awarded this Contract in part by complying with the Historically
Underutilized Business (HUB) Certification Program, Chapter 111, Subchapter B, 1 T.A.C., shall continue to comply with the program and its accepted HUB Subcontracting Plan.

Provider agrees on allocating work to subcontractors (consultants) as listed (or indicated) on their HUB Subcontracting Plan, in accordance with The Texas A&M University System Policy on Historically Underutilized Businesses. No changes to the HUB Subcontracting Plan may be made unless approved in writing by the University. While this Agreement is in effect and until the expiration of one year after completion, the University may require information from the Provider, and may conduct audits, to assure that the HUB Subcontracting Plan is followed.

13. MISCELLANEOUS

A. Provider agrees to indemnify and hold harmless University from any claim, damage, liability, expense or loss arising out of Provider's negligent or intentional acts or omissions in performance under this Agreement.

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

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 University. 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 University 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 University shall be in the county in which the primary office of the chief executive officer of University 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. University 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 University.

H. 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.

I. 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.

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

K. Provider acknowledges and understands that Section 2252.901, Texas Government Code, prohibits University 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.

L. Performance by University 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, University will issue written notice to Provider and University may terminate this Agreement without further duty or obligation hereunder. Provider acknowledges that appropriation of funds is beyond the control of University.

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

Texas A&M University

Dean K. Endler
University Contracts Officer
Date: 14 MAY 2017

AYERS SAINT GROSS

Signature
Name: Glenn W. Brix
Title: Vice President
Date: 4.12.17
Appendix A

Professional Services Proposal
Appendix A

5 April 2017

Mr. Dean Endler, Executive Director
Texas A&M University
Procurement Services
Purchasing/Stores Building, Agronomy Rd.
1477 TAMU
College Station, TX 77843-1477

RE: Texas A&M University
Campus Sustainability Plan Update
TAMU No. 17-0019
Professional Services Proposal
Ayers Saint Gross No. 21720.00

Dear Mr. Endler:

Ayers Saint Gross (ASG) is pleased to submit this proposal to provide Professional Services to Texas A&M University (TAMU) for the Campus Sustainability Plan Update.

PROJECT UNDERSTANDING

TAMU is undertaking an update to its 2010 Campus Sustainability Plan to strategically align with the 2017 Campus Mater Plan, 2012 and 2014 SMP Biennial Reports, Energy Action Plan 2020, Vision 2020, other relevant planning efforts, and external metrics such as the Association for the Advancement of Sustainability in Higher Education’s STARS rating system and the United Nations Agenda 2030 Sustainable Development Goals.

This planning update will work to create a resilient document that reaffirms the institution’s commitment to successful ongoing initiatives while building consensus around new endeavors. A goal of the Office of Sustainability is to facilitate systemic change across all sectors of the campus community that encourages sustainable outcomes while integrating the rich traditions and values of TAMU.

PROJECT APPROACH

Many entities within Texas A&M University contribute to the institution’s sustainability with many existing programs and initiatives already seeing success and continuing to positively influence TAMU’s achievement of sustainability objectives. These efforts, however, occur largely within the silo of whichever entity is responsible and while they have ably supported advancements across campus, they have not capitalized on the synergies that could happen across departments. ASG’s planning approach will pursue an alignment of the programs, people and places that uniquely position TAMU to succeed in sustainability and work to build consensus across institutional silos.
The update effort envisions four (4) phases of development in the Scope of Work:

1. Review, Evaluate and Envision
2. Explore Concepts & Scenarios
3. Refine Scenario & Draft SMP Update
4. Finalize SMP Update & Documentation

SCOPE OF WORK
The proposed scope of work that follows is based on our current understanding of TAMU’s goals and objectives for the Sustainability Master Plan Update and is organized by the envisioned four (4) phases listed in the Project Approach:

1. **Review, Evaluate, and Envision:**
   ASG will undertake a review of existing and in-progress planning documents that influence or relate to the sustainability efforts of the institution. Examples of relevant documents include, but are not limited to, the 2010 Sustainability Master Plan, SMP Biennial Reports, Energy Action Plan 2020, Vision 2020, the 2017 Campus Master Plan, and Texas A&M’s STARS reports.

   This review will support an evaluation to determine obstacles and opportunities for the ongoing integration of sustainability initiatives across all sectors of the campus. Potential conflicts between initiatives will be highlighted for reconciliation in future phases of the planning effort. The review and evaluation may be supplemented with limited benchmarking of peer institutions.

   ASG will facilitate a discussion to envision the ongoing integration of sustainability at Texas A&M. This discussion will establish the principles to guide the subsequent phases and establish outcomes that facilitate systemic change and showcases TAMU as leader in sustainability.

2. **Explore Concepts & Scenarios:**
   Informed by the context of the first phase, ASG will lead a process of engaged discovery with the campus stakeholders to develop a set of conceptual approaches that seek to identify optimal solution(s) that achieve the vision and goals of the SMP Update.

   These concepts will be tested through iterative scenarios that evaluate their respective strengths and weaknesses in achieving the SMP Update vision and goals thereby allowing TAMU to select a preferred scenario best aligned to their needs. The update is intended to reaffirm components of the existing conditions that remain relevant while building consensus around new efforts that can advance TAMU’s strategic position.
3. **Refine Scenario & Draft SMP Update:**
The selected preferred scenario will be developed and refined in further detail to establish an integrated plan that updates the 2010 Sustainability Master Plan. This update will align TAMU’s sustainability endeavors with other campus planning and strategic initiatives to support and encourage the continued integration of sustainability across all sectors of the campus community.

ASG will prepare a draft of the SMP Update for review and discussion with TAMU. Included within this draft, will be preliminary proposed metrics and methods intended to allow TAMU to easily track and share progress of sustainability activities. The development of these metrics and methods will be done in close collaboration and a shared responsibility with TAMU.

4. **Finalize SMP Update & Documentation:**
Upon receipt of consolidated and reconciled review comments from TAMU, ASG will prepare a final Campus Sustainability Master Plan Update report. Additional documentation is expected to include an Executive Summary report summarizing the SMP Update along with a PowerPoint, or similar digital format, overview presentation of the SMP Update.

**DElIVERABLES**
All deliverables, including review drafts, will be provided in electronic Portable Document Format (PDF) and delivered to TAMU by e-mail or file transfer (FTF) site for distribution and internal printing. A single printed copy of the Final Report, separate Executive Summary and digital Overview Presentation will be submitted to illustrate graphic design intent of the documents. We will provide a compact disc (CD) or USB drive with the Final Report, Executive Summary, and Overview Presentation in both print-ready and web-ready electronic files for TAMU use and printing.

1. **Planning Documents:**
   a. Presentations from each workshop for distribution
   b. Images from workshops, tours and observations
   c. Sustainability Master Plan Update Draft

2. **Final Plan Documents:**
   a. Final Plan Report
   b. Executive Summary
   c. Overview Presentation

**CAMPUS ENGAGEMENT**
The approach and scope of work identified above assumes a series of on-campus visits to conduct workshops, presentations, and coordination meetings to successfully complete the planning effort and engage with the various stakeholders within the campus community. Our proposal allows for a maximum of five (5) on-campus visits over the duration of the planning effort. These visits assume two (2) staff members on campus over a 1 to 3-day duration per visit. We have also included five (5) single-day campus visits for one (1) staff member from our Austin office. These on-campus visits will be supplemented with video-conference and online meetings.
ADDITIONAL SERVICES

Services in excess of those described in the Scope of Work are not part of this proposal and will be furnished only at your specific request and may incur additional services fees and expenses. Additional services which could be anticipated, but which are not included in this proposal, include:

1. Attending meetings or workshops beyond those listed above in the Campus Engagement section.
2. Preparation of documents beyond those listed above in the Deliverables section.
3. Printing of reports, presentations or other deliverables beyond the single copy listed above in the Deliverables section.
4. Preparation of professional renderings, illustrations and graphics.
5. Collection of new data such as campus energy use, surveying, traffic or parking counts, dining utilization, etc.
6. In-depth analysis that delivers life-cycle cost assessment of infrastructure or building projects.
7. Assessing existing facilities’ energy, water, and material efficiency.
8. Assessment of transportation demand strategies.
9. Detailed analysis or estimation of any initiative’s specific implementation costs.
10. Sub-consultants required to address any increase in Scope of Work.
11. Surveys or testing of existing conditions.

ASSUMPTIONS

Our proposal assumes the following:

1. TAMU will provide existing data and information to ASG in a timely manner. ASG will generate and submit a Data Request to TAMU identifying the necessary information required for completing the Sustainability Master Plan Update. Our proposal does not allow for the collection or generation of existing data if such is not available from TAMU. Creation of such data necessary to complete the planning effort may incur additional services.

2. The planning is limited to the College Station campus and immediate surrounds. The College Station campus consists of: East Campus, West Campus, Research Park, Health Science Center, and Hensel Park. The Animal Science Complex and University Farm and Easterwood Airport are excluded from the Sustainability Master Plan Update.

3. Responsibility for campus and community outreach and communications activities such as mailings, announcements, web-postings, and city/neighborhood notification of workshops will be assumed by the University.

SCHEDULE

A preliminary timeframe duration of 11-months is recommended. This timeframe seeks to align the planning effort with the academic calendar to maximize the opportunity for engagement with the campus community. A ‘soft’ kick-off meeting is proposed for April 24, 2017 to align with the next meeting of the President’s Sustainability Advisory Council. Following that initial meeting, ASG will undertake activities identified in the first phase of work that require limited engagement with the campus community. The following are proposed timeframes for the project phases:
Mr. Dean Endler  
Texas A&M University - Sustainability Master Plan Update  
5 April 2017  
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<table>
<thead>
<tr>
<th>Phase</th>
<th>Duration (Wks)</th>
<th>Dates (By Month/Year)</th>
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<tbody>
<tr>
<td>Review, Evaluate and Envision</td>
<td>15*</td>
<td>Apr – Aug 2017</td>
</tr>
<tr>
<td>Explore Concepts &amp; Scenarios</td>
<td>14</td>
<td>Aug – Nov 2017</td>
</tr>
<tr>
<td>Refine Scenario &amp; SMP Update</td>
<td>8</td>
<td>Nov 2017 – Jan 2018</td>
</tr>
<tr>
<td>Finalize SMP Update &amp; Documentation</td>
<td>6</td>
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* Selective work to occur over the Summer 2017 term to align the primary planning activities with the Fall 2017 term to allow for significant engagement with the campus community.

**COMPENSATION**

For the Scope of Work described above, we respectfully request Lump Sum fee compensation in the amount of TWO HUNDRED TWENTY-SIX THOUSAND DOLLARS ($226,000), exclusive of Reimbursable Expenses. See attached EXHIBIT A for fee allocation.

In addition to the above fee compensation, ASG will invoice for the cost of out-of-pocket expenses such as printing, photocopying, long distance/telephone, fax, web-ex, travel expenses (airfare, rental cars, taxi, hotel, and meals associated with travel to workshops and meetings), parking, shipping/delivery and other direct costs associated with the project. Reimbursable Expenses shall be billed at cost and are estimated to be TWENTY-FOUR THOUSAND DOLLARS ($24,000).

Thank you for the opportunity to present you with this proposal. If you have any questions, please do not hesitate to contact us. To show your acceptance of this proposal, please sign and return a fully-executed copy for file.

Sincerely,  
AYERS SAINT GROSS, INC.  

Accepted:  
TEXAS A&M UNIVERSITY

[Signature]
Jack Park, AIA, LEED AP  
Vice President / Principal

[Signature]
Dean K. Endler  
University Contracts Officer

[Date]
14 May 2017

cc:  Kelly Wellman – Director of Sustainability (TAMU)  
Dana Dixon, Allison Wilson, Kim Heaney (ASG)
EXHIBIT A: PAYMENT SCHEDULE
The following payment schedule for fee-based portions of our proposal is correlated with the phases of work outlined in the Project Approach section of this proposal and is based on a monthly invoicing cycle. Invoicing for expenses will be submitted as they are incurred.

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