

SERVICES AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM
AND THORNTON TOMASETTI

This Services Agreement (“Agreement”) is entered into and effective upon final execution (the “Effective Date”), by and between The Texas A&M University System, an agency of the state of Texas (hereafter referred to as “A&M System”), and Thornton Tomasetti, a corporation in the state of Pennsylvania (hereafter referred to as “PROVIDER”). A&M System and PROVIDER are sometimes hereafter referred to as “Party” individually or “Parties” collectively).

A&M System and PROVIDER hereby agree as follows:

1. SCOPE OF WORK

PROVIDER will perform the services as set forth in Exhibit A, Scope of Work, attached hereto (“Services”), in accordance with the terms and subject to the conditions contained in this Agreement.

2. PROVIDER OBLIGATIONS

- A. PROVIDER will perform the Services in accordance with the standards of care, skill, and diligence expected of a properly qualified, competent and experienced professional in the provision of the type of services required under this Agreement.
- B. Consistent with the standard of care, PROVIDER will perform the Services substantially in accordance with PROVIDER’s marketing materials and documentation, including without limitation, any user guides, technical specifications, training materials, instructions, documented policies or other written materials regarding the Services that are posted, delivered or otherwise made available by PROVIDER to A&M System.
- C. PROVIDER will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for PROVIDER’s performance of this Agreement.
- D. PROVIDER represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent PROVIDER’s performance of the Services.

3. TERM AND TERMINATION

- A. This Agreement will commence on the Effective Date and continues for four (4) months (the “Term”), unless earlier terminated as provided herein. The Term of the Agreement may be extended for two (2) additional two (2) month periods upon mutual written agreement executed by the Parties.
- B. In the event of a breach of a material term of this Agreement by a Party, the non-defaulting Party may terminate this Agreement upon fifteen (15) days’ prior written notice to the other Party detailing the nature of the breach and the other Party fails to fully cure the breach within such 15-day period. In the event that A&M System terminates this Agreement pursuant to this Section, A&M System shall receive a pro-rata refund of any pre-paid amounts.
- C. A&M System may terminate this Agreement without cause upon thirty (30) days’ prior written notice to PROVIDER.
- D. A&M System may immediately terminate this Agreement if (i) the PROVIDER’s insurance coverage required under this Agreement is cancelled or non-renewed; or (ii) the PROVIDER declares bankruptcy, is placed into involuntary bankruptcy or receivership or becomes insolvent.

4. PAYMENT TERMS

- A. In full consideration for the Services rendered by PROVIDER under this Agreement, A&M System shall pay PROVIDER in accordance with the terms set forth in Exhibit B, Payment Terms, attached hereto. The total compensation to PROVIDER under this Agreement will not exceed \$70,000 without an amendment to this Agreement. This amount includes the Basic Fee of \$65,000 plus approved reimbursable expenses, not to exceed \$5,000.
- B. PROVIDER will submit monthly invoices to A&M System. Each invoice must reference the A&M System purchase order number (which will be provided to PROVIDER within 15 days of the execution of this Agreement) and include a description of services provided to include but not limited to time, deliverables, and activities along with documentation that A&M System may reasonably request to support the invoice amount. A&M System will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment.
- C. For reasonable business-related travel, lodging and/or meal expenses validly incurred directly and solely in support of the Services and approved by A&M System in advance, PROVIDER will be reimbursed by A&M System according to the State of Texas rates, rules, and regulations (<https://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>). When requesting such reimbursement, PROVIDER will submit to A&M System receipts, invoices and other documentation as required by A&M System. Under no circumstances will PROVIDER be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly. Mileage rates will be calculated from point-to-point (PROVIDER's place of business to job site) using the State of Texas mileage. Should the Agreement be renewed for an additional term, travel reimbursement amounts will be renegotiated at that time.
- D. All payments will be made by electronic direct deposit. PROVIDER is required to complete and submit to A&M System a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at:

<https://www.tamus.edu/business/budgets-and-accounting/accounting/general/>

5. OWNERSHIP OF CREATED WORKS

PROVIDER irrevocably assigns, transfers and conveys to A&M System, for no additional consideration, all of PROVIDER's ownership, rights, title and interest in and to all works prepared by PROVIDER under this Agreement ("Deliverables"), including, without limitation, all copyrights, patents, trademarks, trade secrets and other intellectual property rights and all other rights that may hereafter be vested relating to the Deliverables under law. PROVIDER certifies that all Deliverables will be original, or that PROVIDER will have obtained all rights necessary for the ownership and unrestricted use of the Deliverables by A&M System. PROVIDER shall secure for A&M System all consents, releases, and contracts and perform other reasonable acts as A&M System may deem necessary to secure and evidence A&M System's rights in any Deliverable. Notwithstanding the foregoing, to the extent any deliverables or Services or Work provided under this Agreement include PROVIDER's existing IP or proprietary information, PROVIDER shall retain full ownership and/or the right to utilize such existing IP or proprietary information.

6. CONFIDENTIALITY

- A. The Parties anticipate that under this Agreement it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii)

written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party. "Confidential Information" does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.

- B. The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may only disclose Confidential Information to its personnel having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this Agreement. The Receiving Party may not reproduce, disclose, or use Confidential Information except in performing its obligations under this Agreement. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement.
- C. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement for a period of three (3) years.

7. COMPLIANCE WITH LAWS

- A. PROVIDER shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.
- B. Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. PROVIDER certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

8. INDEMNIFICATION

PROVIDER shall indemnify and hold harmless A&M System, A&M System, and their regents, employees (collectively, the "A&M System Indemnitees") from and against any third-party claims, damages, liabilities, expense or loss asserted against A&M System Indemnitees arising out of any negligent acts, errors or

omissions of PROVIDER or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such liability, loss or damage arises from an A&M System Indemnitee's gross negligence or willful misconduct.

9. INSURANCE

Insurance requirements as stated within Exhibit C, attached hereto.

10. MISCELLANEOUS

- A. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both parties. In the event of a conflict between the terms of this Agreement and any other documents constituting part of this Agreement, the terms of this Agreement shall control.
- B. **Authority to Contract.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.
- C. **Representations & Warranties.** If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER.
- D. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by PROVIDER's Service to A&M System. Except as specifically required under the terms of this Agreement, PROVIDER (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of A&M System or A&M System. As an independent contractor, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. PROVIDER and its employees shall observe and abide by all applicable A&M System policies, regulations, rules and procedures, including those applicable to conduct on its premises.
- E. **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the Services to be provided pursuant to this Agreement.
- F. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of A&M System.
- G. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be

construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

- H. **Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.
- I. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).
- J. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. A&M System 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:

A&M System: **The Texas A&M University System**
 301 Tarrow
 College Station, TX 77840
 Attention: Jeff Zimmermann
 Phone: 979-458-6410
 Email: jzimmermann@tamus.edu

PROVIDER: **Thornton Tomasetti**
 1700 Market Street, Suite 1750
 Philadelphia, PA 19103
 Attention: Douglas Heinze
 Phone: 267-238-7034
 Email: DHeinze@ThorntonTomasetti.com

- K. **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.
- L. **Venue.** Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against A&M System is to be in the county in which the principal office of A&M System's governing officer is located.

- M. **Non-Waiver.** A&M System is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. PROVIDER expressly acknowledges that A&M System is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by A&M System of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of A&M System.
- N. **Construction Means and Methods.** Notwithstanding the foregoing, Consultant shall not have control or charge of, and shall not be responsible for, any other contractor's means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with any other contractor's work or activities at the project site, for the acts or omissions of any other contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations.
- O. **Dispute Resolution.** To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by A&M System 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 Contracts Officer of A&M System, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Agreement waives A&M System's sovereign immunity to suit or liability, and A&M System has not waived its right to seek redress in the courts.
- P. **Public Information Act.** PROVIDER acknowledges that A&M System 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. Upon A&M System's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System to A&M System in a non-proprietary format acceptable to A&M System that is accessible by the public. PROVIDER acknowledges that A&M System 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. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.
- Q. **Certification Regarding Business with Certain Countries and Organizations.** PROVIDER represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code. PROVIDER acknowledges this Agreement may be terminated immediately if this certification is inaccurate.
- R. **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. Under Section 231.006, Texas Family Code, PROVIDER certifies that it is not ineligible to receive the payments under this Agreement

and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

- S. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 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.
- T. **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.
- U. **HUB Subcontracting Plan.** It is the policy of the state of Texas and A&M System to encourage the use of Historically Underutilized Businesses ("HUB") in our contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in A&M System contracting and purchasing. PROVIDER will use good faith efforts to subcontract work performed under this Agreement in accordance with the HUB subcontracting plan ("HSP"). Except as specifically provided in the HSP, PROVIDER will not subcontract any of its duties or obligations under this Agreement, in whole or in part. Furthermore, PROVIDER will comply with all of its duties and obligations under Section 20.285 of the Texas Administrative Code.
- V. **Loss of Funding.** Performance by A&M System 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, A&M System will issue written notice to PROVIDER and A&M System may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of A&M System. In the event of a termination or cancellation under this Section, A&M System will not be liable to PROVIDER for any damages that are caused or associated with such termination or cancellation.
- W. **Prior Employment.** PROVIDER acknowledges that Section 2252.901, Texas Government Code, prohibits A&M System from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by A&M System during the twelve (12) month period immediately prior to the effective date of the Agreement. If PROVIDER is an individual, by signing this Agreement, PROVIDER represents and warrants that it is not a former or retired employee of A&M System that was employed by A&M System during the twelve (12) month period immediately prior to the effective date of the Agreement.
- X. **Conflict of Interest.** PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System's Board of Regents, nor any officer of A&M System or A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.
- Y. **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.

- Z. **Not Eligible for Rehire.** PROVIDER is responsible for ensuring that its employees involved in any work being performed for A&M System under this Agreement have not been designated as “Not Eligible for Rehire” as defined in System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 (“NEFR Employee”). In the event A&M System becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, A&M System will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by A&M System.
- AA. **Allocation of Risk.** It is expressly understood and agreed that, to the fullest extent authorized by the laws and Constitution of the State of Texas (except for its conflicts of law statutes and principles) and not withstanding any other provision of this Agreement, the aggregate total of PROVIDER’s liability (and the liability of its owners, directors, officers and employees, if any such liability otherwise exists) arising from any and all claims, suits, demands, damages, losses, judgments, payments, awards, and expenses relating to the Project, Services and/or this Agreement shall be limited to and in no event exceed ten (10) times the fee actually received by PROVIDER for Services rendered on the project. THE FOREGOING LIMITATION SHALL NOT APPLY TO THIRD PARTY CLAIMS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE.
- BB. **Campus Secure Areas; Research Activities; Confidentiality.** The parties acknowledge that activities at the RELLIS Campus involve the conduct of research, which may be highly sensitive in nature. The parties agree that PROVIDER’s access to the RELLIS Campus (including access by its employees, agents, and subcontractors) shall be restricted to the locations and purposes described herein, or otherwise authorized by A&M System. The parties agree that all research and testing information and activities (“Research Activities”) conducted or accessed on the RELLIS Campus shall be considered Confidential Information (as defined herein) belonging to the A&M System or the individual researcher or licensee conducting the Research Activities. PROVIDER agrees that it (including its employees, agents, and subcontractors) shall comply with any security processes and procedures communicated to PROVIDER before or during PROVIDER’s access to the RELLIS Campus, and shall not attempt to access the Research Activities at the RELLIS Campus. In the event that PROVIDER (including its employees, agents, and subcontractors) should view, receive, hear, observe, or access Research Activities of any entity at the RELLIS Campus (whether from air space, office, hangar, common area, electronically, or by any other means), PROVIDER (including its employees, agents, and subcontractors) shall treat all such information as Confidential Information and shall use reasonable care to protect the Confidential Information from disclosure and not disclose, copy, photograph, record, retain, use or discuss any such Confidential Information. For purposes of this section, Confidential Information means any information not publicly known or available, including, but not limited to, sensitive, proprietary or other non-public information, or trade secrets, written or oral, whether or not it is marked as such, that is disclosed or made available to the receiving party, directly or indirectly, through any means of communication or observation. PROVIDER is responsible for ensuring compliance of its employees, agents and subcontractors with this section.

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

The Texas A&M University System

Thornton Tomasetti

DocuSigned by:
Jeff Zimmermann
By: E2BE2924E09547F...

DocuSigned by:
Douglas Heinze
By: 7CA85CCAFF9F48C...

Name: Jeff Zimmermann

Name: Douglas Heinze

Title: Executive Director, Procurement Services

Title: Principal

Date: 3/18/2024

Date: 3/20/2024

EXHIBIT A – SCOPE OF WORK

Notwithstanding any other provision in this Agreement, PROVIDER's performance of the Services will (1) conform to the specifications and requirements of Request for Proposal No. RFP01 RELL-23-159 (the "RFP"), which is incorporated by reference for all purposes, and (2) to the extent consistent with the RFP, will conform with PROVIDER's proposal, dated September 25, 2023 ("PROVIDER's Proposal") which was submitted by PROVIDER in response to the RFP and is incorporated by reference for all purposes. To the extent that the RFP or PROVIDER's Proposal conflict with the terms of this Agreement, the terms of this Agreement will control.

3.1 **General**

Provide physical security assessment of the RELLIS Proving Grounds.

3.2 **Security Review Tasks**

- 3.2.1 Plan a multi-day initial site visit to document the existing security measures and posture on-site and begin the vulnerability assessment.
- 3.2.2 Conduct an in-person Kick-Off Meeting concurrent with the initial site visit to review plan of action, timelines, and approach.
- 3.2.3 Conduct a comprehensive Threat and Vulnerability Assessment of the Proving Grounds in the areas of physical security measures (fencing, landscaping, barriers, locks, signage, etc.), operational security (policies and procedures, staffing, protocols, etc.), and technical measures (access control, video surveillance, detection and alarms, emergency notifications, etc.). The Assessment will include threat and hazard assessment, critical asset and area identification/consequence assessment, vulnerability assessment, and risk assessment.
- 3.2.4 Conduct a Progress Presentation to present results of vulnerability analysis prior to mitigation development.
- 3.2.5 Create a Security Mitigation Plan that describes the security recommendation measures, with priority levels. Included in the Plan will be a list of references to all nationally recognized standards applied to the recommendations (e.g. NICP CPTED, FEMA, ASIS, etc.).
- 3.2.6 Submit the Draft Written Report to include PROVIDERS assessment and recommendations which identify the areas investigated, the findings associated with each area investigated, the potential level of risk and the physical, operational, and technical measures to mitigate or reduce risk. Where possible, recommendations will identify anticipated costs and a list of known organizations with the necessary skillsets to execute mitigation measures.
- 3.2.7 Conduct an in-person Final Presentation to A&M System and relevant stakeholders to discuss PROVIDER's assessment findings, comments, and recommendations.
- 3.2.8 Submit the Final Written Report in narrative format including pictures, diagrams, and other documentation supporting findings and recommendations. The Final Written Report will incorporate comments and decisions from A&M System. The Final Written Report will include an executive summary of the recommendations. Final Written Report will be provided electronically.

THE RELIS PROVING GROUNDS

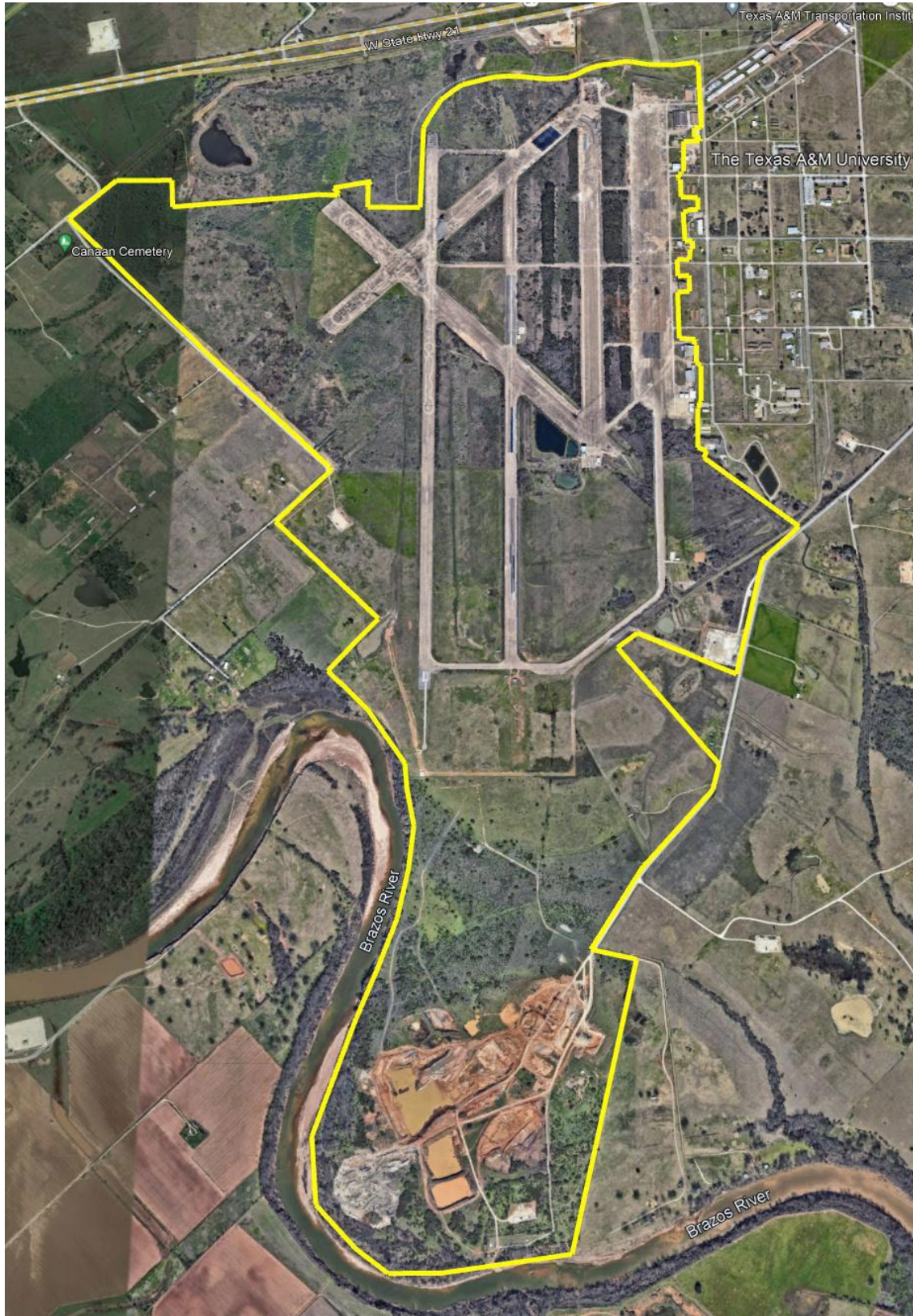


EXHIBIT B – PAYMENT TERMS**Basic Fee**

Deliverables	Anticipated Duration	% Fee Billed	Fee Billed
Information Gathering & Document Review	2 weeks		
Site Visit and Kick-Off Meeting (In Person)	1 week	30%	\$19,500
Vulnerability Assessment	4 weeks		
Progress Presentation & Client Comments	1 week	30%	\$19,500
Mitigation Analysis & Development	4 weeks		
Draft Written Report & Final Presentation (In Person)	1 week	30%	\$19,500
Client Review	2 weeks		
Final Written Report (Electronic)	1 week	10%	\$6,500
Total	16 weeks	100%	\$65,000

Reimbursable Expenses no to exceed \$5,000

1. Travel, out-of-town living and related expenses.
2. Printing, courier service, and express mail. Deliverables will be transferred via electronic means whenever possible. Plotting and reproductions requests by Client or Owner will be electronically forwarded to an outside reproduction facility, and the cost will be charged to the Client.
3. Fees and expenses for securing approvals of governing authorities having jurisdiction over the Project.
4. Consultants, physical models, 3-dimensional flythrough and special presentation materials.

Additional Services

While PROVIDER is capable of performing many of the following value-added services, they are not included in the proposed Scope of Services and are not included in the Basic Fee. If requested, PROVIDER may provide separate proposals for these services.

1. Engineering design services or implementation support for selected mitigation measures
2. Development of operational security plans and procedures
3. Development of design drawings, models or specifications
4. Bid support, construction administration or other construction services
5. Additional submissions beyond those described in the scope of services
6. Addressing future facilities, systems, and equipment and tenant modifications that are not identified in the scope of work
7. Addressing existing conditions at the Project site and the adjacent sites not identified to TT prior to this proposal

8. Accommodating significant scope changes including, but not limited to, difference in the Project scope, area, cost, schedule, or delivery method, performance criteria and design assumptions, and any other revisions that affect the scope of work of this proposal
9. Performing site visits or attending site meetings beyond the number listed in the Scope of Service
10. Time and expenses related to serving as an expert witness or consultant in connection with any public or private hearing, arbitration, or legal proceeding
11. Revisions to work that have already been completed and approved

Rate Sheet

Title	Hourly Billing Rate
Administrative Support Staff	\$130
Building Information Modeler	\$215
Engineer/Designer	\$230
Senior Engineer/Designer	\$245
Project Architect/Engineer /Director	\$290
Senior Project Architect/Engineer /Director	\$305
Associate	\$335
Senior Associate	\$350
Vice President/ Associate Principal	\$405
Senior Vice President/Principal	\$425

EXHIBIT C – INSURANCE

- A. PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. 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 A&M System. By requiring such minimum insurance, A&M System 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 A&M System at least ten days before the effective date of the cancellation.

1. **Worker’s Compensation**

Worker’s compensation insurance with the following minimum limits of coverage:

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$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 A&M System. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted.

2. **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;

3. **Commercial General Liability**

Commercial general liability insurance with the following minimum limits of coverage:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy must 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 pursuant to standard ISO policy form CG 00 01.

- B. PROVIDER shall deliver to A&M System evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all required insurance following the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall provide additional evidence of insurance 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.

- C. Commercial General Liability and Auto Liability policies must be endorsed to name The Texas A&M University System Board of Regents (“Board of Regents”), The Texas A&M University System (“A&M System”) and A&M System as additional insureds up to the actual liability limits of the policies maintained by PROVIDER. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 and CG 20 37. Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. The Umbrella policy, at minimum, must follow form.
- D. All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents, A&M System and A&M System.
- E. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to A&M System ten (10) days prior to the effective date of cancellation, or non-renewal relating to any insurance policy.
- F. Any deductible or self-insured retention must be declared to and approved by A&M System prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the certificates of insurance.
- G. Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be forwarded to: soprocurement@tamus.edu
- H. The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by A&M System in writing, or three (3) years following substantial completion, whichever is sooner.