

**AMENDMENT NO. 1
TO THE SERVICE AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM
AND ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.**

This Amendment No. 1 ("Amendment") serves to amend the Service Agreement, effective April 21, 2016, between The Texas A&M University System ("TAMUS") and Arthur J. Gallagher Risk Management Services, Inc. ("PROVIDER"), and is effective April 21, 2021 ("Amendment Effective Date"). System and PROVIDER agree to amend the Agreement as follows:

2. TERM ("Renewal Term")

Delete the first sentence of Section 2 and replace with the following:

"This Agreement shall be extended for five-year period beginning April 21, 2021 and ending on April 20, 2026."

5. PUBLIC INFORMATION

Delete this section in its entirety and replace with the following:

- A. 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, as well as any other disclosure of information required by applicable Texas law.
- B. Upon TAMUS's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of TAMUS .
- C. PROVIDER acknowledges that TAMUS 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.
- D. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the PROVIDER agrees that the agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

6. MISCELLANEOUS

Add the following new provisions after provision "S".

- T. Conflict of Interest.** By executing 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, that to the best of their knowledge and belief, no member of TAMUS or The A&M System

Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by 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.

U. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

V. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Purchase Order may be terminated if this certification is or becomes inaccurate.

W. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

All other terms and conditions not hereby amended are to remain in full force and effect.

The Texas A&M University System:

Arthur J. Gallagher Risk Management Services, Inc.:

DS

 By: 
 Mr. Billy Hamilton
 Deputy Chancellor & CFO

DocuSigned by:

 By: 
 Wes Van Der Voort
 Branch Manager

Date: 3/30/2021 | 22:30:46 CDT

Date: 3/30/2021 | 12:32:05 CDT

EXHIBIT B – PRICING

Gallagher Fee		
Construction Values	Rate	Fee
TBD	\$.215/\$100	TBD

*Fee will be adjusted using the above rate based on additional construction values included in the program of change in scope.

**Annual payment amounts will be updated as any new projects are added to the program.

Payment Terms	
Year 1	TBD
Year 2	TBD
Year 3	TBD
Year 4	TBD
Year 5	TBD
Total	TBD

Certificate Of Completion

Envelope Id: 9F4848FFCD224FF38A8D64C8FE39B1DA	Status: Completed
Subject: Please DocuSign: TEXAS AM Amendment 1.clean.3.29.2021.docx	
Source Envelope:	
Document Pages: 3	Signatures: 2
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jacqueline Gibson
Time Zone: (UTC-06:00) Central Time (US & Canada)	100 Phoenix Drive
	Suite 111
	Ann Arbor, MI 48108
	jgibson@tamus.edu
	IP Address: 165.91.13.192

Record Tracking

Status: Original	Holder: Jacqueline Gibson	Location: DocuSign
3/30/2021 11:07:21 AM	jgibson@tamus.edu	

Signer Events

Signer Events	Signature	Timestamp
Wes VanderVoort	DocuSigned by:  421F3FD8F8784AE...	Sent: 3/30/2021 11:38:54 AM
Wes_VanderVoort@ajg.com		Viewed: 3/30/2021 12:31:48 PM
Area President		Signed: 3/30/2021 12:32:05 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 151.147.196.15	

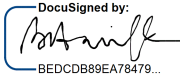
Electronic Record and Signature Disclosure:

Accepted: 3/30/2021 12:31:48 PM
ID: 41a59237-6cad-4122-804b-4d3ce9dab581

Joseph Duron	DS 	Sent: 3/30/2021 12:32:06 PM
Duron@tamus.edu		Viewed: 3/30/2021 4:23:54 PM
Executive Director, Budgeting & Accounting		Signed: 3/30/2021 4:24:00 PM
Texas A&M University System	Signature Adoption: Uploaded Signature Image	
Security Level: Email, Account Authentication (None)	Using IP Address: 128.194.24.118	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Billy Hamilton	DocuSigned by:  BEDCDB89EA78479...	Sent: 3/30/2021 4:24:01 PM
BHamilton@tamus.edu		Viewed: 3/30/2021 8:02:18 PM
Deputy Chancellor and Chief Financial Officer		Signed: 3/30/2021 10:30:46 PM
Texas A&M University System	Signature Adoption: Drawn on Device	
Security Level: Email, Account Authentication (None)	Using IP Address: 50.24.29.219	
	Signed using mobile	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Paul Pousson Paul_Pousson@ajg.com MD Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/30/2021 11:38:55 AM Viewed: 3/31/2021 6:55:39 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/30/2021 11:10:16 AM
Certified Delivered	Security Checked	3/30/2021 8:02:18 PM
Signing Complete	Security Checked	3/30/2021 10:30:46 PM
Completed	Security Checked	3/30/2021 10:30:46 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, The Texas A&M University System (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact The Texas A&M University System:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: identity@tamu.edu

To advise The Texas A&M University System of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at identity@tamu.edu and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from The Texas A&M University System

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to identity@tamu.edu and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with The Texas A&M University System

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to identity@tamu.edu and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify The Texas A&M University System as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by The Texas A&M University System during the course of my relationship with you.