

Task Order No. 2

Scope of Services:

- A. Services under this Task Order No. 2 shall commence March 1, 2017 and shall be completed by February 28, 2018, unless terminated earlier in accordance with the Interlocal Contract Subsection 7.2, or extended by written amendment signed by both parties
- B. TEES will provide the following deliverables:
 - 1. Review and develop a comprehensive understanding of the Plan.
 - 2. Coordinate with ESCO annually to confirm that field measurements are being taken and recorded as well as all necessary trend data.
 - 3. Review the Periodic Savings Report, as defined in TFC/PSI Contract (the "UAR" M&V section). This task will be completed within two (2) weeks from the date the Report is received by TFC. TEES shall submit their review comments to TFC and ESCO in writing.
 - 4. Work with ESCO and TFC to ensure that TFC's measurement and verification concerns are addressed to the reasonable satisfaction of TFC.

Facilities:

- A. The facilities to be serviced under this Task Order No. 2 include:
 - 1) Thomas Jefferson Rusk Building
 - 2) William P Hobby Building
 - 3) Central Service Building
 - 4) Brown-Heatly Building

Fee:

- A. As compensation for the performance of this Agreement, Customer shall pay TEES the fixed price amount of \$11,000.00 in U.S. dollars excluding taxes or impost of any kind.
- B. Payments shall be made to TEES by the Customer on the following basis:

100% due upon execution of the Agreement and receipt of invoice
- C. This is a fixed-price Agreement based on the current Scope of Services listed above. Changes that affect costs such as Customer-requested revisions to the Scope of Services, or marked differences that affect the initial price will be approved in advance by the Customer. The revisions to the Scope of Services and the additional funds will be added to this Agreement by an amendment signed by the Parties.
- D. TEES may terminate this Task Order and agreement if circumstances beyond its control preclude continuation of the services. Upon termination, TEES shall be reimbursed for any costs and non-cancelable commitments incurred through the date of termination.

E. If Customer fails to make payments as prescribed herein, and fails to cure such nonpayment within thirty (30) days of the date of TEES' Notice of Default, this Task Order shall automatically terminate and TEES shall have the option of immediately terminating the Agreement as set forth in paragraph 7.2.

Agreed as stated above and in referenced attachments (if any):

CUSTOMER
By: [Signature] Date: 8/11/17

TEXAS A&M ENGINEERING EXPERIMENT STATION
By: [Signature] Date: 6/1/17
TRU

Crissy Stratta
Sponsored Research Services
Associate Executive Director

[Handwritten initials]