

AN AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND KCI TECHNOLOGIES, INC.

This Master Services Agreement (hereafter referred to as “MSA”) is entered into and effective upon final execution (the “Effective Date”), by and between The Texas A&M University System (hereafter referred to as “A&M System”), an agency of the state of Texas, and KCI Technologies, Inc. (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 work with the A&M System to provide subsurface utility engineering services on an as needed basis. The services included (but not limited to) in the scope of this MSA are listed in Exhibit A, attached hereto.

2. TERM OF THE AGREEMENT

The initial term of this MSA shall begin upon final execution and will extend through August 31, 2022. This MSA can be extended for two additional one (1) year terms upon written agreement of both parties. Any extensions shall be at the same terms and conditions plus any approved changes to be determined by A&M System and negotiated in writing with the Provider.

3. PAYMENT TERMS

A&M System shall not pay any costs or fees as a direct result of this MSA. For services rendered as a result of this MSA, the A&M System or Member shall pay Provider based on the pricing stated within Exhibit B, attached hereto.

4. DEFAULT AND TERMINATION

- A. For Cause: In the event of substantial failure by Provider to perform in accordance with the terms hereof, A&M System may terminate this MSA 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 by the end of the fifteen-day period), provided that said failure is through no fault of A&M System.
- B. For Convenience: A&M System may terminate this MSA at any time upon thirty (30) days prior notice to Provider.
- C. Termination of this MSA for either of the reasons stated above shall not terminate any Member specific agreement or purchase order. Refer to Section 8.M for survivability of terms beyond termination of this MSA.

5. PUBLIC INFORMATION

- A. 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 MSA, as well as any other disclosure of information required by applicable Texas law.

- B. Upon A&M System's written request, Provider will promptly provide specified contracting information exchanged or created under this MSA for or on behalf of A&M System.
- C. Provider acknowledges that A&M System may be required to post a copy of the fully executed MSA 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 MSA and the Provider agrees that the MSA can be terminated if the Provider knowingly or intentionally fails to comply with a requirement of that subchapter.

6. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by 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 Billy Hamilton, Deputy Chancellor and Chief Financial Officer for A&M System, who shall examine Provider's claim and any counterclaim and negotiate with Provider in an effort to resolve the claim.

7. INSURANCE

Insurance requirements as stated within Exhibit C, attached hereto.

8. MISCELLANEOUS

- A. **Indemnification.** Provider agrees to indemnify and hold harmless A&M System from any claim, damage, liability, expense or loss to the extent arising out of Provider's negligent or willful errors or omissions under this MSA.
- B. **Independent Contractor.** Provider is an independent contractor, and neither Provider nor any employee of Provider shall be deemed to be an agent or employee of A&M System. A&M System will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Provider shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of A&M System relative to conduct on its premises.
- C. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- D. **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, *Texas Government Code*, Provider agrees that any payments owing to Provider under this MSA may be applied directly toward certain debts or delinquencies that Provider owes the State

of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

- E. **Previous Employment.** Provider acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits A&M System 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 MSA, Provider certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.
- F. **Not Eligible for Rehire.** Provider is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this MSA.
- G. **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.
- H. **State Auditor's Office.** Provider understands that acceptance of funds under this MSA 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.
- I. **Entire Agreement.** This MSA constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of this MSA. This MSA may not be amended or otherwise altered except upon the written agreement of both parties.
- J. **Severability.** If any provisions of this MSA are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this MSA, as modified, enforceable, and the remainder of this MSA and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
- K. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this MSA and shall not be used to construe it.
- L. **Non-Assignment.** Provider shall neither assign its rights nor delegate its duties under this MSA without the prior written consent of A&M System.
- M. **Survivability.** The Provider's duties under this MSA, Member specific agreement and/or purchase order, which impose an obligation after expiration or termination of this MSA, will survive unless otherwise stated within the Member specific agreement and/or purchase order.
- N. **HUB Subcontracting Plan.** If awarded a project as a result of this Agreement, the PROVIDER may be required to complete a HUB Subcontracting Plan ("HSP") in full per the

instructions below within fourteen (14) days from the notice to proceed for that specific project.

- a. Complete Section 1
- b. Complete Section 2a through d.
- c. Complete Section 4
- d. Complete Method A or B as applicable depending on your response to questions in Section 2c-d. Below are the instructions for each Method;

Method A: Provide Method A (Attachment A) for each opportunity identified in Section 2b of the HSP and complete all sections. Section A-2 shall include all subconsultants selected for that opportunity, both HUBs and non-HUBs.

Method B: Provide Method B (Attachment B) for each opportunity identified in Section 2b. Reminder that all supporting documentation listed in Section B-3 shall be provided as part of this attachment. The following are additional items of note as part of the good faith effort required:

- The respondent shall provide potential HUB subcontractors reasonable time to respond to the respondent's notice. "Reasonable time to respond" in this context is no less than seven (7) working days from receipt of notice, unless circumstances require a different time period and it is approved by A&M System in writing.
- The respondent shall use the State of Texas Centralized Master Bidders List (CMBL), HUB Directory, internet resources, and/or other directories as identified by the State of Texas or the A&M System HUB Program Office when searching for HUB subcontractors. **A complete list of all State of Texas certified HUBs may be electronically accessed at;**
<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>
- The respondent shall provide the notice described in this section to **three (3) or more** HUBs for **each** subcontracting opportunity as stated in Section B3a. The A&M System encourages respondents to seek and find a "Diverse Group" of Historically Underutilized Businesses in each category in which a subcontract of services is solicited.
- The respondent shall provide notice to minority and women business trade organizations or development centers that assist in identifying HUBs by disseminating opportunities to their membership/participants. A list of possible organizations/centers can be found at the following site;
<https://comptroller.texas.gov/purchasing/vendor/hub/resources.php>
- The respondent shall negotiate in good faith with qualified HUBs, not rejecting qualified HUBs who were also the best value responsive bidder.
- Provide written justification of the selection process if a non-HUB subcontractor is selected in Section B-4c.

- O. **Force Majeure.** Neither party will be in breach of its obligations under this Agreement or incur any liability to the other party for any losses or damages of any nature whatsoever

incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure event (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure event had not occurred. "Force Majeure event" is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform its obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure events, even to the extent reasonably foreseeable by either party as of the effective date of this Agreement.

- P. **Loss of Funding.** Performance by a Member under this MSA and Member specific agreement or purchase order 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, the impacted Member may issue written notice to Provider and Member may terminate their Member specific agreement or purchase order without further duty or obligation hereunder. Provider acknowledges that appropriation of funds is beyond the control of A&M System and its Members.
- Q. **Governing Law.** The validity of this MSA and all matters pertaining to this MSA, 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.
- R. **Venue.** Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against A&M System shall be in the county in which the primary office of the chief executive officer of A&M System is located, which is Brazos County, Texas.
- S. **Non-Waiver.** Provider expressly acknowledges that A&M System is an agency of the State of Texas and nothing in this MSA will be construed as a waiver or relinquishment by A&M System of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- T. **Conflict of Interest.** By executing this MSA, 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 The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this MSA, or in the services to which this MSA 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 MSA, Provider certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this MSA. Provider acknowledges this MSA 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.
- X. **Records Retention.** Provider will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the MSA for the duration of the MSA and for seven years after the conclusion of the MSA.
- Y. **Notices.** Any notice required or permitted under this MSA 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 reasonable means and will be effective when actually received. 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 St., Suite 273
 College Station, Texas 77840
 Attention: Jeff Zimmermann
 Phone: (979) 458-6410
 Fax: (979) 458-6250
 E-mail: jzimmermann@tamus.edu

Provider: KCI Technologies, Inc.
 5021 Lakawana Stree, Suite 501
 Dallas, TX 75247
 Phone: (214) 893-8648
 Email: scott.stockburger@kci.com

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

The Texas A&M University System

DocuSigned by:
By Jeff Zimmermann
F2BE2924E69547F...
Jeff Zimmermann
Director, Procurement & Business Services

9/23/2020 | 16:37:43 CDT

Date

KCI Technologies, Inc.

DocuSigned by:
By Scott Stockburger
DFBE33FC10E440D...
scott Stockburger
Vice President

9/23/2020 | 17:31:22 EDT

Date

EXHIBIT A – SCOPE

PROVIDER will be responsible for providing all necessary equipment including but not limited to computer, software, digital camera and cell phone as part of their overhead and without separate reimbursement. Activities for which SUE services MAY be requested as a minimum to include any or all of the following activities:

1. Be familiar with and be able to apply State, federal and local regulations and standards pertaining to SUE services, including the latest edition of The American Society of Civil Engineers' ASCE C-I 38-02 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. The intent of this standard is to present a system of classifying the quality of existing subsurface utility data. Such a classification will allow the project Owner, engineer, and/or constructor to develop strategies to reduce risk, or at minimum, to allocate risk due to existing subsurface utilities in a defined manner. In general, the standard contains provisions such that:
 - a) The project Owner will be responsible for taking appropriate actions to consider and deal with utility risks. On many small projects, where few subsurface utilities are present, and/or where information about subsurface utilities are believed to be generally accurate and comprehensive, this will only involve making a conscious decision to proceed with the project using readily available information. On larger projects, where information about subsurface utilities is not believed to be generally accurate and comprehensive, this may involve employing the services of an engineer to provide expert advice and to use available technologies to provide better information.
 - b) The engineer will advise the project Owner of utility risks and recommend an appropriate quality level of utility data for a given project area at the appropriate time within the project planning and design process. Such advice will take into account such items as type of project, expected utilities, available rights-of-way, project timetables, etc.
 - c) The project Owner will specify to the engineer the desired quality level of utility data.
 - d) The engineer will furnish the desired utility quality level to the Owner in accordance with the standard of care.
 - e) The engineer will be responsible for negligent errors and/or omissions in the utility data for the certified utility quality level.
2. The ASCE standard makes it very clear that SUE is a process, not a technology. It defines SUE as a branch of engineering practice that involves managing certain risks associated with:
 - a) Utility mapping at appropriate quality levels by surveying SUE data acquired during the designating and locating phases to project control and transfer it into CADD system and/or onto its plans.
 - b) Utility coordination,
 - c) Utility relocation design and coordination,
 - d) Utility condition assessment,
 - e) Communication of utility data to concerned parties,
 - f) Utility relocation cost estimates,
 - g) Implementation of utility accommodation policies, and
 - h) Utility design.
3. The above activities, combined with traditional records research and site surveys, and utilizing new technologies such as surface geophysical methods and non-destructive vacuum excavation, provide "quality levels" of information.

- a) There are four recognized quality levels of underground utility information ranging from Quality Level (QL) D (the lowest level) to Quality Level A (the highest level). The highest level of accuracy and comprehensiveness is generally not needed at every point along a utility's path, only where conflicts with design features are most likely to occur. Hence, lesser levels of information may be appropriate at points where fewer conflicts or no conflicts are expected. Each of the four quality levels is described as follows:

- i. Quality Level D. QL-D is the most basic level of information for utility locations. It comes solely from existing utility records or verbal recollections, both typically unreliable sources. It may provide an overall "feel" for the congestion of utilities, but is often highly limited in terms of comprehensiveness and accuracy. QL-D is useful primarily for project planning and route selection activities.
- ii. Quality Level C. QL-C is probably the most commonly used level of information. It involves surveying visible utility facilities (e.g., manholes, valve boxes, etc.) and correlating this information with existing utility records (QL-D information). When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, is primarily on rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.
- iii. Quality Level B. QL-B involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities within the project limits. This activity is called "designating". The information obtained in this manner is surveyed to project control. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references. The proper selection and application of surface geophysical techniques as defined in the latest edition of ASCE's Standard Guidelines for the Collection and Depiction of Existing Subsurface Utilities for achieving QL-B data is critical. Information provided by QL-B can enable the accomplishment of preliminary engineering goals. Decisions regarding location of storm drainage systems, footers, foundations and other design features can be made to successfully avoid conflicts with existing utilities. Slight adjustments in design can produce substantial cost savings by eliminating utility relocations.
- iv. Quality Level A. QL-A, also known as "locating", is the highest level of accuracy presently available and involves the full use of the subsurface utility engineering services. It provides information for the precise plan and profile mapping of underground utilities through the nondestructive exposure of underground utilities, and also provides the type, size, condition, material and other characteristics of underground features.

4. The SUE process doesn't follow any set pattern. Rather it is tailored to individual projects. It essentially involves systematically identifying the quality of utility information needed to design a project, and acquiring and managing that level of information. It works best when it is coordinated by and provided by an experienced and knowledgeable SUE provider. Such an engineer would typically coordinate and perform the following tasks:

- a) Identify utility Owners that have facilities on or may be affected by the project. Contact these utility Owners (face to face meetings are preferable) and provide them with information about the proposed project. Schedule periodic follow-up meetings.
 - i. When the plans are about 50% SD (Schematic Design) completed, or possibly even sooner in the planning phase, provide them to utility Owners along with a request that they review the plans and provide pertinent as-built or other existing utility information. Obtain existing utility information from other sources. Review all information that can be obtained and

- plot it on a utility composite drawing or something equivalent. This is Quality Level D (QL-D) information.
- ii. Make field observations to identify visible above-ground utility features. Survey and plot resulting information. This is Quality Level C (QL-C) information. It is correlated with the records information (QL-D). When records and features information do not agree, resolve discrepancies.
 - iii. When plans are about 50% DD (Design Development) completed use appropriate surface geophysical methods (i.e., pipe and cable locators, terrain conductivity methods, resistivity measurements, metal detectors, ground-penetrating radar, etc.) to designate existing subsurface utilities or to trace a particular utility system. This provides two-dimensional horizontal information. Place paint marks on the ground. Place identification flags or stakes on the paint marks or coding on the pavement at 50-foot intervals and survey to project control. Depict resulting information in the client's computer-aided design and drafting (CADD) system, Geographic Information System (GIS), and/or manually-plotted plan sheets. This is Quality Level B (QL-B) information. If requested by the project Owner, also survey and depict information about aerial utilities.
 - iv. Resolve differences between QL-B, QL-C, and QL-D information. This may involve additional surface geophysical searches and/or actual exposure of some subsurface utilities. This may require re-depicting utilities that have previously been depicted in order to present the more accurate information.
 - v. Develop a conflict matrix showing all possible highway/utility conflicts. This involves comparing depicted utilities information with proposed plans (highway, bridge, drainage, maintenance of traffic, and other). The resulting matrix contains columns to record the physical location of each conflict, the name of the utility involved, the nature of the conflict, and action needed. Upon analyzing the information recorded on the matrix, it will be obvious that some conflicts can be readily resolved, some conflicts are questionable and additional information is needed, and some conflicts cannot be resolved.
 - vi. Convene and facilitate a meeting with utility companies to discuss potential conflicts and other aspects of the project. Discuss possible strategies to avoid conflicts and identify locations where additional three-dimensional information is needed.
 - vii. When plans are about 50% CD (Construction documents) expose selected subsurface utilities to obtain three-dimensional information. Use minimally intrusive excavation methods, such as vacuum excavation. Depict resulting information using computer-aided design and drafting or manual plotting methods onto plan sheets. This is Quality Level A (QL-A) information.
 - viii. Resolve differences between QL-A information and the previously obtained QL-B, QL-C, and QL-D information. Depict new and corrected information. Go back to the conflict matrix with the new QL-A information to determine the status of conflicts requiring additional information. Meet with utility companies to discuss these conflicts and possible strategies to avoid utility relocations.
 - ix. Deliver depicted information to the Owner's representative or designers. The basic deliverables for utility information are a CADD file, a GIS file, or a plan sheet that has utility information in plan view for Quality Levels A, B, C, and D and utility information in plan and profile view for Quality Level A.
 - x. Work with the project Owner's designers to be sure they understand the information provided and to suggest possible ways to avoid conflicts.
 - xi. Where conflicts cannot be avoided and utilities will have to be relocated:
 - a. Determine prior rights.
 - b. Obtain relocation cost estimates and plans from utility companies.

- c. Prepare utility relocation agreements for the Owner's review.
- d. Provide utility relocation design.
- e. Advise the Owner to acquire necessary right-of-way or easements, if applicable
- f. Store pipe location and condition information in a database for asset management.
- g. Work with utility companies, one-call centers, and contractors during construction as needed.
- h. Continue to represent the Owner in all utility-related activities as the project progresses.

In regard to the above tasks, several important things need to be kept in mind:

- These tasks may be provided by the project Owner, but are more commonly performed by a SUE provider working closely with the project Owner. They are most effectively utilized when coordinated by a professional utility coordinator employed by a SUE provider. The utility coordinator is responsible for working with the Owner and the affected utilities to determine the need for each task and to assure selected tasks are performed properly and expeditiously.
- These tasks may be used in a different order than that prescribed above (i.e., it may sometimes be more practical to perform (a) QL-C tasks before and/or in conjunction with QL-D tasks, and/or (b) QL-B tasks before and/or in conjunction with QL-C or QL-D tasks).
- Some of these tasks should be used on every project, but it may not be necessary to use all of them (e.g., QL-D and QL-C information may be all the information deemed necessary for a particular project). If not willing to accept a particular risk, project Owners may opt to obtain additional information. Determinations may be made every step of the way until acceptable risk levels are achieved..

No matter how many tasks are employed or in what order they are applied, it is all the SUE process.

EXHIBIT B – PRICING**SUE Service Rates 2020 thru 2022**

Description		Units Rate	Rate
Personnel			
1	Project Principal	Per Hour	\$ 255.00
2	Senior Project Manager	Per Hour	\$ 217.00
3	Project Manager	Per Hour	\$ 182.00
4	Deputy Project Manager	Per Hour	\$ 160.00
5	QA/QC Manager	Per Hour	\$ 225.00
6	Senior Engineer	Per Hour	\$ 198.00
7	Project Engineer	Per Hour	\$ 173.00
8	Design Engineer	Per Hour	\$ 144.00
9	Utility Engineer	Per Hour	\$ 150.00
10	Engineer-In-Training	Per Hour	\$ 105.00
11	Graduate Engineer-In-Training	Per Hour	\$ 102.00
12	Sr. Utility Coordinator	Per Hour	\$ 169.00
13	Utility Coordinator	Per Hour	\$ 123.00
14	Senior Utility Field Inspector	Per Hour	\$ 113.00
15	Utility Field Inspector	Per Hour	\$ 95.00
16	Senior Engineer Tech	Per Hour	\$ 105.00
17	Engineer Tech	Per Hour	\$ 97.00
18	Junior Engineer Tech	Per Hour	\$ 70.00
19	Senior CADD Technician	Per Hour	\$ 116.00
20	CADD Technician	Per Hour	\$ 93.00
21	Junior CADD Technician	Per Hour	\$ 82.00
22	Survey Manager (RPLS)	Per Hour	\$ 180.00
23	Survey Task Manager	Per Hour	\$ 145.00
24	Project Surveyor (RPLS)	Per Hour	\$ 167.00
25	Sr. Survey Technician	Per Hour	\$ 112.00
26	Survey Technician	Per Hour	\$ 101.00
27	Surveyor-in-Training (SIT)	Per Hour	\$ 107.00
28	Sr. GIS Operator	Per Hour	\$ 130.00
29	GIS Operator	Per Hour	\$ 110.00
30	GIS Technician	Per Hour	\$ 78.00
31	Abstractor	Per Hour	\$ 92.00
32	Admin/Clerical	Per Hour	\$ 75.00
33	Aerial Flight Crew	Per Hour	\$ 274.00
34	Certified Photogrametrist	Per Hour	\$ 160.00
35	1 Man Survey Field Crew	Per Hour	\$ 120.00
36	2 Man Survey Field Crew	Per Hour	\$ 165.00
37	3 Man Survey Field Crew	Per Hour	\$ 200.00
38	4 Man Survey Field Crew	Per Hour	\$ 245.00
39	2 Man Terrestrial Scanning Crew	Per Hour	\$ 245.00
40	SUE 1 Man Designating Field Crew w/Equipment	Per Hour	\$ 142.00
41	SUE 2 Man Designating Field Crew w/Equipment	Per Hour	\$ 210.00

Description		Units Rate	Rate
SUE Unit Rates			
42	SUE Mobilization / Demobilization	Per Mile	\$ 4.70
43	SUE Quality Level C and D (Includes labor and equipment for records research, CADD, and mapping)	Per Linear Foot	\$ 0.80
44	SUE Quality Level B - Utility Designating (Includes labor and equipment for records research, designation, engineering, CADD, mapping, surveying and limited traffic control)	Per Linear Foot	\$ 1.65
45	SUE Quality Level A - Utility Locate Test Holes (Includes labor and equipment for vacuum excavation, engineering, CADD)		
45a	- 0 to 5 foot depth	Per Hole	\$ 1,175.00
45b	- 5 to 8 foot depth	Per Hole	\$ 1,458.00
45c	- 8 to 13 foot depth	Per Hole	\$ 1,850.00
45d	- 13 to 20 foot depth	Per Hole	\$ 2,500.00
45e	- greater than 20 foot depth	Per Foot	\$ 225.00
46	Core & Restore Concrete Paving (Includes labor and UtiliBond)	Ea	\$ 375.00
47	Cut & Restore Asphalt Paving (Includes labor and Cold Patch)	Ea	\$ 275.00
48	Field Supplies (lathes, stakes, flagging, spray paint, etc.)	Per Day	\$ 35.00
Equipment			
49	Designating Truck	Per Day	\$ 174.00
50	High Mileage Truck	Per Day	\$ 150.00
51	Hydrovac Vac Truck	Per Hour	\$ 400.00
52	Attenuator trucks - (Lane/Shoulder Closure) (Includes labor, equipment and fuel)	Per Day	\$ 1,500.00
53	Attenuator trucks - (No Lane Closure) (Includes labor, equipment and fuel)	Per Day	\$ 1,000.00
54	Flashing Arrow Board	Per Day	\$ 580.00
55	Portable Message Board	Per Day	\$ 500.00
56	Boat with Motor	Per Day	\$ 375.00
57	24' Crew Boat	Per Day	\$ 350.00
58	All Terrain Vehicle	Per Day	\$ 135.00
59	Backhoe Rental	Per Day	\$ 1,150.00
Miscellaneous Expenses			
60	Lodging/Hotel (State Rate*)	Per day/Person	
61	Meals (State Rate*)	Per day/Person	
62	Mileage (State Rate*)	Per Mile	
63	Rental Car or Truck (State Rate*)	Per Day	
64	Rental Car or Truck Fuel (Cost*)	Per Gallon	
65	Air Travel (Cost*)	Per Roundtrip	
66	Taxi / Cab Fare (Cost*)	Cost	
67	Parking (Cost*)	Cost	
68	Toll Charges (Cost*)	Cost	
69	Postal / Fed-Ex or UPS (Cost*)	Cost	
70	High Definition Mobil Laser Scanner (Includes Technician and Mileage, Mobilization is extra fee)	Per Day	\$ 5,700.00
71	Terrestrial LIDAR Scanner	Per Hour	\$ 116.00

Description		Units Rate	Rate
72	Unmanned Aerial system (Includes UAS, Vehicle, Pilot, and Observer)	Per Day	\$ 4,400.00
73	Mobilization for Unmanned Aerial System (Travel to Project, Includes Vehicle)	Per Mile	\$ 4.70
74	GPS Receiver (Static)	Per Hour	\$ 27.00
75	GPS Receiver (RTK)	Per Hour	\$ 29.00
76	Robotic Total Station	Per Hour	\$ 20.00
77	Total Station with Data Collector	Per Hour	\$ 6.00
78	Digital Level	Per Hour	\$ 6.00
79	MicroStation CADD System with Plotter	Per Hour	\$ 14.75
80	Sub-bottom Profiler	Per Day	\$ 100.00
81	Hydro Jet Probe	Per Day	\$ 2,500.00
82	Hydro Jet Probe with Vacuum Excavation Truck	Per Day	\$ 2,250.00
83	Fathometer	Per Day	\$ 200.00
84	Electronic Pipeline Locator	Per Day	\$ 48.00
85	Type II ROW Marker (M-92)	Per Marker	\$ 165.00
86	Railroad Permit	Each	\$ 1,800.00
87	Traffic Control Services - Arrow Boards and Attenuator Truck - Large Project (Includes Labor, Equipment and Fuel)	Day	\$ 3,250.00
88	Traffic Control Services - Arrow Boards and Attenuator Truck - Medium Project (Includes Labor, Equipment and Fuel)	Day	\$ 2,250.00
89	Traffic Control Services - Arrow Boards and Attenuator Truck - Small Project (Includes Labor, Equipment and Fuel)	Day	\$ 1,600.00
90	Law Enforcement/Unifor Officer (Labor, including vehicle)	Per Hour	\$ 125.00
91	EM61 Time Domain Metal Detector (Equipment Only--Cost*)	Day	
92	SPAR Deep Line Locator (Equipment Only--Cost*)	Day	
93	Pointman GIS SUE/Survey Unit (Equipment Only--Cost*)	Day	
94	CCTV Laval R CAM (Equipment Only--Cost*)	Day	
95	Small Boat	Day	\$ 350.00
96	Ground Penetrating Radar (Equipment Only)	Per Day	\$ 350.00
Reproduction			
97	Photocopies - B/W	Per Page	\$ 0.25
98	Photocopies - Color	Per Page	\$ 1.00
99	Mylar Plot (8 1/2" x 11")	Per Page	\$ 3.25
100	Mylar Plot (11" x 17")	Per Page	\$ 5.00
101	Mylar Plot (22" x 34")	Per Page	\$ 7.00
102	Mylar Plot (24" x 36")	Per Page	\$ 8.50
103	Official Real Property Records	Per Page	\$ 3.00
104	Certified Real Property Records	Per Page	\$ 3.90
105	Title Company Real Property Records	Per Page	\$ 5.00
106	Map Records	Per Page	\$ 7.75

*	Indicates at cost or Current State Rate reimbursable with receipts.
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EXHIBIT C – INSURANCE

Provider shall obtain and maintain, for the duration of this MSA 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 A&M System. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to Provider under this MSA. 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 MSA 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.

Insurance:

Coverage

Limit

A. Worker's Compensation

Statutory Benefits (Coverage A)
Employers Liability (Coverage B)

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

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for A&M System. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

B. Automobile Liability

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

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

Additional Endorsements

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

C. Commercial General Liability

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 will be issued on a form that insures Provider's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this MSA

- D. **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 MSA. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this MSA. 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 MSA.

- E. Provider will 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 insurance after the execution and delivery of this MSA and prior to the performance of any services by Provider under this MSA. 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 and The Texas A&M University System 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 and The Texas A&M University System. No policy will be canceled without unconditional written notice to A&M System 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 A&M System 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 A&M System prior to the performance of any services by Provider under this MSA. 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 MSA will be emailed to the following A&M System contact in SOProcedurement@tamus.edu.

The insurance coverage required by this MSA will be kept in force until all services have been fully performed and accepted by A&M System in writing, except as may be noted.