

MSA # 01-SERO-21-112-Langan

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "MSA") is made and entered into effective this 23rd day of September, 2022, between The Texas A&M University System whose mailing address is Attn: System Energy Resource Office, 301 Tarrow Street, Suite 262, College Station, Texas 77840-7896; Phone: (979) 458-2388; Email: energy@tamus.edu ("**A&M SYSTEM**"), and Langan Engineering and Environmental Services, Inc., whose mailing address is 8951 Cypress Waters Blvd, Suite 150, Dallas, TX 75019; Phone: (817) 328-3200 Email: cakin@langan.com ("**CONTRACTOR**"). Hereinafter, **A&M SYSTEM** and **CONTRACTOR** also referred to individually as the "**PARTY**" or collectively as the "**PARTIES**".

In consideration of the mutual covenants and agreements, and subject to the terms and conditions contained in this MSA, **A&M SYSTEM** and **CONTRACTOR** agree as follows:

ARTICLE I. SERVICES PROVIDED BY CONTRACTOR

- A. **CONTRACTOR** may provide, on a non-exclusive basis, such GIS-related services (the "Services") as **A&M SYSTEM** may request from time to time, and **CONTRACTOR** agrees to perform such Services. The Services will generally relate to processes and duties that are customarily functions of GIS on-call contracts with institutions of higher education and other organizations in the public sector.
- B. The specific processes and duties to be provided as the Services in connection with any particular request made by **A&M SYSTEM** of the **CONTRACTOR** should be specified in a written work order in substantially the form of the attached Exhibit "A" (the "Work Order"). In the event of a conflict between this MSA and any term of the Work Order, the specific terms of the Work Order will control with respect to the Services relating to the relevant request but only if the Work Order states that it is intended to prevail over the terms of this MSA and specifies that specific provisions of the MSA that are amended by the Work Order. In all other respects, and in the absence of a Work Order, the terms and provisions of this MSA will control the relationship between the **PARTIES**.
- C. All Services provided by **CONTRACTOR** pursuant to this MSA must be performed according to **A&M SYSTEM** specifications, in a good and workmanlike manner, with diligence, in accordance with good industry practices and procedures to the extent consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (such skill and care being the "Standard of Care"). **A&M SYSTEM** will not exercise control over **CONTRACTOR**'s (i) employees, servants, agents, representatives, or subcontractors, (ii) the employees, servants, agents, or representatives of its subcontractors, or (iii) the methods or means employed by **CONTRACTOR** or its subcontractors in the performance of such Services, **A&M SYSTEM** being solely interested in the attainment of the desired results.
- D. A **PARTY** may neither assign, nor transfer all or any part of this MSA without the advance written consent of both **PARTIES**. All of the terms and covenants of this MSA will bind any permitted assignee, transferee, delegate or subcontractor that performs any part of the Services or other matters contracted for herein. Notwithstanding the foregoing, **A&M SYSTEM** expressly agrees that **CONTRACTOR** may utilize or employ sub-brokers in the performance of the Services under this MSA as **CONTRACTOR** sees fit, which sub-brokers are, for all purposes hereunder, deemed to be

subcontractors or employees, as the case may be, of **CONTRACTOR**. **A&M SYSTEM** will never have any duty or liability to such subcontractors, including without limitation the obligation to pay to a subcontractor any fees, charges, per diem, or expenses incurred in the performance of this MSA. At all times, **CONTRACTOR** will be primarily liable for its subcontractors and **CONTRACTOR** agrees to be responsible to **A&M SYSTEM** in connection herewith. At all times, **CONTRACTOR** agrees that it will be responsible for the performance of this MSA and for the performance of its subcontractors and delegates.

ARTICLE II. RELATIONSHIP OF THE PARTIES AND PAYMENT TERMS

- A. This MSA does not create an employer-employee relationship between the **PARTIES**. At all times, **CONTRACTOR** must act as an independent contractor in furnishing the Services under this MSA. **CONTRACTOR** will have the right and responsibility for controlling or directing the means and methods of accomplishing the Services. Further, **CONTRACTOR** will be responsible for providing any equipment necessary to accomplish the Services.
- B. **A&M SYSTEM** will not pay costs or fees incurred by **CONTRACTOR** as a direct result of this MSA. **A&M SYSTEM** will pay **CONTRACTOR** based on the pricing stated within Schedule "A" (the "Fee Schedule"), attached hereto, or as otherwise set forth in a Work Order, for the Services rendered under this MSA.
- C. **A&M SYSTEM** may issue a Work Order when engaging **CONTRACTOR** for specific Services. The Work Order should reference this MSA.
- D. Unless otherwise agreed, **CONTRACTOR** will invoice **A&M SYSTEM** no less often than monthly, nor more frequently than biweekly for fees and expenses incurred in accordance with the terms of this MSA and any applicable Work Order.
- E. It is the policy of **A&M SYSTEM** and the State of Texas to make payment on a properly prepared and submitted invoice within thirty (30) calendar days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment law. Generally, **A&M SYSTEM** will remit payment to **CONTRACTOR** within the aforementioned period of thirty (30) calendar days unless a discount or other terms have been arranged within a Work Order.
- F. **CONTRACTOR**, its employees, servants, agents, representatives, or subcontractors are not entitled to any pension, health insurance, profit sharing or other benefits that **A&M SYSTEM** provides for its employees.
- G. **A&M SYSTEM** will never be required to pay or withhold from any sums due to **CONTRACTOR** under this MSA, any payroll taxes, self-employment taxes, contributions for unemployment insurance, old age and survivor's insurance or annuities, or worker's compensation insurance which are based in whole or in part upon wages, salaries or other compensation paid to **CONTRACTOR** or its employees. **CONTRACTOR** will be solely liable for the payment of such sums, if any, which may be due in connection with work performed pursuant to this MSA, and **CONTRACTOR** will defend, indemnify and hold harmless **A&M SYSTEM** therefrom.

- H. Except as provided in Article IV.C below, nothing herein contained will be deemed to prevent either **PARTY** from engaging in other activities for profit, separately or collectively with one or more other parties in the future. Except as expressly prohibited in this MSA, the **PARTIES** recognize **CONTRACTOR**'s right to compete and/or to work for others.

ARTICLE III. TERM AND TERMINATION

- A. This MSA will continue in full force and effect until terminated as herein provided.
- B. Either **PARTY** may cancel this MSA without cause at any time by giving the other **PARTY** thirty (30) days' written notice.
- C. Any Work Order or additional Services provided in connection therewith, may be canceled by **A&M SYSTEM** without cause at any time upon forty-eight (48) hours advance notice, which notice will be promptly confirmed in writing or by **CONTRACTOR** in the same manner upon ten (10) days advance notice.
- D. Either **PARTY** may immediately terminate this MSA or cancel any Work Order for good cause. Such cause may include (i) material breach of the terms to this MSA or to any Work Order, (ii) conduct by one **PARTY** exposing the other to potential liability to a third-party for tort or contract damages, (iii) occurrence of an event or events reasonably beyond the control of the terminating **PARTY**, or (vi) the discovery of information not reasonably known at the time the terminating **PARTY** entered into this MSA or agreed to a Work Order, either of which renders continuation commercially unreasonable.
- E. Upon termination of any Work Order or this MSA as provided in Article III.B, Article III.C, or Article III.D, **CONTRACTOR** will not invoice and **A&M SYSTEM** will not be liable for any Services performed after the date of termination. Notwithstanding the foregoing, termination of this MSA or cancellation of any Work Order will not extinguish or diminish those rights and obligations of either **PARTY** that may have accrued prior thereto.
- F. 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, must be used by the **PARTIES** to attempt to resolve any claim for breach of contract made by **CONTRACTOR** that cannot be resolved in the ordinary course of business. **CONTRACTOR** may 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 will examine **CONTRACTOR**'s claim and any counterclaim and negotiate with **CONTRACTOR** in an effort to resolve the claim.

ARTICLE IV. CONFIDENTIALITY, NON-DISCLOSURE AND CONFLICT OF INTEREST

- A. Unless otherwise designated by **A&M SYSTEM**, all work-related information, title information, areas of interest, maps, letters, memoranda, and other information provided by **A&M SYSTEM**, and all other materials, plans, and negotiations with third-parties concerning the Services requested of **CONTRACTOR** under any Work Order are proprietary to **A&M SYSTEM** and must be held strictly confidential by **CONTRACTOR**, its employees and permitted subcontractors during the period that such Work Order is effective and for twelve (12) months thereafter. **CONTRACTOR** must take all reasonable steps to identify such information as confidential to its employees and permitted

subcontractors, and to ensure that those parties observe the provisions of this paragraph. Any maps, reports, and other work product (“Work Product”) produced by **CONTRACTOR** in the performance of this MSA are the exclusive property of **A&M SYSTEM**, and **CONTRACTOR** must deliver such property to **A&M SYSTEM** at its request and within a reasonable time upon completion of Services pursuant to the applicable Work Order. Notwithstanding the foregoing or any other provision of this MSA or any Work Order, **A&M System** shall have no ownership of standard details, systems, or specifications not specific or unique to these Services that may be developed and used by **Contractor** (“Standard Details”) which shall remain the property of **Contractor** and may be used with other projects. **A&M System** shall have a license to use such Standard Details for the project for which they were provided. **A&M System**’s rights in and **Contractor** obligations with respect to Work Product as provided in this Article IV.B are conditioned on **Contractor** receipt of all undisputed amounts due to it under this Agreement. **Contractor** shall have no liability for the use of any Work Product on any project other than the project for which it was provided or modifications made to Work Product without its consent. Notwithstanding the foregoing or any other provision of this MSA or Exhibit B, (i) confidential information disclosed during the term of this MSA shall be treated as confidential and safeguarded hereunder by **Contractor** for a period of two (2) years from the date of disclosure unless such obligation terminates earlier in accordance with the terms contained herein, and (ii) **Contractor**’s confidentiality obligations hereunder will not apply to information in the public domain or information lawfully acquired from others on a non- confidential basis.

- B. **CONTRACTOR** and any of **CONTRACTOR**’s agents, employees, contactors, or other representatives performing any of the Services described in this MSA or any Work Order must agree to and sign the Non-Disclosure Agreement attached hereto as Exhibit “B”, the terms of which are incorporated herein.
- C. During the period that any Work Order is in effect, and for twelve (12) months thereafter, **CONTRACTOR** should not negotiate for, nor purchase oil, gas or mineral leases, royalties, fee or mineral interests, options for any of the foregoing, or seismic permits, nor perform for third-parties any processes or functions which are the subject matter of this MSA, in the geographic area covered by the Work Order without **A&M SYSTEM**’s written consent.
- D. **CONTRACTOR** and **A&M SYSTEM** agree that no employee of **A&M SYSTEM** has a direct or indirect financial interest in **CONTRACTOR**’s business. **A&M SYSTEM**, its employees, directors, or officers, may not request and must not receive from **CONTRACTOR** any commissions, gifts, or compensation of any type or value above that normally encountered in usual and customary business practices and exceeding either (i) those permitted under **A&M SYSTEM** policy or (ii) what is permitted by applicable law.

ARTICLE V. INSURANCE

- A. **CONTRACTOR** will be solely responsible for all its own insurance and must maintain such types and amounts of insurance at all times, including without limitation, automobile, general liability, and worker’s compensation insurance, as set forth below during the term of this MSA. All coverage must be written on an occurrence basis. All coverage must be underwritten by companies authorized to do business in the State of Texas and currently rated A- or better by A.M. Best Company or otherwise reasonably acceptable to **A&M SYSTEM**. By requiring such insurance, **A&M SYSTEM** will not be deemed or construed to have assessed the risk that may be applicable to

CONTRACTOR under this MSA. **CONTRACTOR** will assess its own risks and if it deems appropriate and/or prudent, maintain higher limits, additional and/or broader coverage. **CONTRACTOR** is not relieved of any liability or other obligations assumed pursuant to this MSA by reason of its failure to maintain insurance in sufficient amounts, duration, or types.

B. Insurance must be carried for the following amounts:

| <u>Coverages</u> | <u>Limit</u> |
|--|----------------------------------|
| A. Worker's Compensation | |
| Statutory Benefits (Coverage A) | Statutory |
| Employer's Liability (Coverage B) | \$1,000,000 Each Accident |
| | \$1,000,000 Disease/Employee |
| | \$1,000,000 Disease/Policy Limit |
| B. Commercial General Liability | |
| Aggregate Limit | \$2,000,000 |
| Each Occurrence Limit | \$1,000,000 |
| Products / Operations | \$1,000,000 |
| Personal / Advertising Injury | \$1,000,000 |
| Damage to Premises | \$ 300,000 |
| Medical Payments | \$ 5,000 |

Additional Endorsements

Commercial General Liability Policies must include The Texas A&M University System as an additional insured.

CONTRACTOR will provide certificates indicating such insurance is in force and effect within three (3) business days after execution of this MSA. Failure to maintain insurance coverage as described above will be considered a default under this MSA.

ARTICLE VI. MISCELLANEOUS

- A. **CONTRACTOR** 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. Upon **A&M SYSTEM's** written request, **CONTRACTOR** will promptly provide specified contracting information exchanged or created under this MSA for or on behalf of **A&M SYSTEM**. **CONTRACTOR** 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. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the **CONTRACTOR** agrees that the agreement can be terminated if the **CONTRACTOR** knowingly or intentionally fails to comply with a requirement of that subchapter.
- B. **A&M SYSTEM** will have the right at any time within two (2) years after making any payment hereunder to audit any and all records, books and invoices related thereto. This right survives the termination of this MSA. **A&M SYSTEM's** failure to timely exercise its audit rights will in no event constitute a waiver of any of **A&M SYSTEM's** rights under this MSA, or otherwise.

Notwithstanding the foregoing, **A&M System** shall have no rights of audit or to review financial books and records relating to fixed fee services.

- C. **CONTRACTOR** agrees to pay all claims for labor, material, services and supplies necessary to accomplish the Services to be performed by **CONTRACTOR**, and **CONTRACTOR** agrees to allow no lien or charge to be fixed upon any lease or other property of **A&M SYSTEM**.
- D. **CONTRACTOR** agrees to defend (except for professional liability claims), indemnify and hold harmless **A&M SYSTEM** from any third-party claims and the resulting losses, damages, reasonable attorney's fees, court costs, out-of-court costs, or reasonable expenses of litigation, to the extent caused by **CONTRACTOR**'s negligent performance or non-performance of the Services, duties or obligations in connection with this MSA.
- E. This MSA will be governed by the Constitution and the laws of the State of Texas, without reference to conflict of law rules or principles. **Contractor** shall exercise the Standard of Care to perform all Services provided pursuant to this MSA in accordance with applicable laws, rules and regulations. Pursuant to Section 85.18 of the *Texas Education Code*, venue for any suit filed against **A&M SYSTEM** must be in Brazos County, Texas.
- F. This MSA, and any Work Order, constitute the entire agreement of the **PARTIES** and supersedes all prior agreements and understandings between the **PARTIES**. If any term of this MSA is unenforceable for any reason, the remaining terms of the MSA will nevertheless be binding upon and inure to the benefit of the **PARTIES**.
- G. The failure of either **PARTY** to exercise any of its rights under this MSA will not constitute a waiver of such rights with respect to any future occurrence or breach of this MSA.
- H. **CONTRACTOR** 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 **CONTRACTOR** is an individual, by signing this MSA, **CONTRACTOR** certifies that Section 2252.901, Texas Government Code, does not prohibit the use of state-appropriated funds for satisfying the payment obligations herein.
- I. A child support obligor who is more than thirty (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 twenty-five percent (25%) 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*, **CONTRACTOR** 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."

- J. Pursuant to Section 2252.903, *Texas Government Code*, **CONTRACTOR** agrees that any payments owing to **CONTRACTOR** under this MSA may be applied directly toward certain debts or delinquencies that **CONTRACTOR** 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.
- K. **CONTRACTOR** represents and warrants, to the best of its knowledge and belief, that neither **CONTRACTOR** nor any of its Principals (“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state or local government or agency, nor has it been declared ineligible for the award of contracts by any federal, state, or local government or agency, nor does it appear on any federal, state or local government’s Excluded Parties List System. **CONTRACTOR** must provide immediate written notice to **A&M SYSTEM** if at any time **CONTRACTOR** learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this MSA. If it is later determined that **CONTRACTOR** knowingly made a false representation, in addition to other remedies available to **A&M SYSTEM**, **A&M SYSTEM** may terminate this MSA.
- L. If **CONTRACTOR** is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then **CONTRACTOR** certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that **CONTRACTOR** is exempt from the payment of franchise (margin) taxes.
- M. **CONTRACTOR** 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*. **CONTRACTOR** agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. **CONTRACTOR** will include this provision in all contracts with permitted subcontractors.
- N. **CONTRACTOR** 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.
- O. **CONTRACTOR** 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.
- P. By executing this MSA, **CONTRACTOR** and each person signing on behalf of **CONTRACTOR** 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 **A&M SYSTEM**, has a 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.

- Q. To the extent that Texas Government Code, Chapter 2271 applies to this MSA, **CONTRACTOR** certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this MSA. **CONTRACTOR** acknowledges this MSA may be terminated and payment withheld if this certification is inaccurate.
- R. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, **CONTRACTOR** certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. **CONTRACTOR** acknowledges this MSA may be terminated if this certification is or becomes inaccurate.
- S. 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.
- T. **CONTRACTOR** 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.
- U. Performance by **A&M SYSTEM** under this MSA may be contingent upon the continuation of state or federally funded programs, the appropriation and allotment of funds by the Texas State Legislature and/or the availability of specific funds to cover the cost of this MSA. In the event a curtailment of state or federally funded programs occurs, state appropriations are curtailed or withdrawn, or in the event that specific funds are unavailable to **A&M SYSTEM**, **A&M SYSTEM** will issue written notice to **CONTRACTOR**, and **A&M SYSTEM** may terminate this MSA without further duty or obligation hereunder. **CONTRACTOR** acknowledges that appropriation of funds is beyond the control of **A&M SYSTEM**.
- V. The HUB Subcontracting Plan (HSP) submitted by **CONTRACTOR** in response to RFP01-SERO-21-112, will be part of the terms of this MSA. The HSP was submitted as self-performing, however, if a subcontractor will be used to provide any commodity or service as part of the scope of a Work Order, the **CONTRACTOR** may be required to make a good faith effort and complete the state of Texas HSP. If there are pre-existing agreements in place with companies who will be hired as subcontractors, the **CONTRACTOR** will show those companies as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then the **CONTRACTOR** will be expected to make a good faith effort according to the HSP instructions.

In the event that **CONTRACTOR** determines **CONTRACTOR** will be using a subcontractor, **CONTRACTOR** must contact the HUB Coordinator at **A&M SYSTEM** for assistance in proper completion of the HSP or any other HSP related questions.

- W. Any notice required or permitted under this MSA must be in writing, and will be deemed to be given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The **PARTIES** may 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
System Energy Resource Office
301 Tarrow Street, Suite 262
College Station, Texas 77840-7896
Phone: (979) 458-2388
E-mail: energy@tamus.edu

With Copy to: The Texas A&M University System
Office of General Counsel
Attn: Property & Construction
301 Tarrow Street, 6th Floor
College Station, Texas 77840-7896
Phone: (979) 458-6120
Email: property@tamus.edu

CONTRACTOR: Langan Engineering and Environmental Services, Inc.
Attn: Chris Akin
8951 Cypress Waters Boulevard, Suite 150
Dallas, Texas 75019
Phone: (817) 328-3200
Email: cakin@langan.com

X. **A&M System** shall provide for safe right of entry onto **A&M System's** property, if necessary, in order for **Contractor** to perform the Services, including execution of any site access or license agreements required for completion of the Services. **Contractor** will not be required to execute any site access or license agreement(s).

ARTICLE VII. EXECUTION

This MSA may be executed in any number of counterparts or duplicate originals, but will not be binding upon any **PARTY** hereto unless and until executed and accepted by all **PARTIES**. Counterparts may be delivered by e-mail, facsimile, or other form of electronic delivery. When properly executed and accepted, this MSA will be binding upon and inure to the benefit of **CONTRACTOR** and **A&M SYSTEM**, their respective heirs, successors and assigns.

A&M SYSTEM

CONTRACTOR

**Langan Engineering
and Environmental Services, Inc.**

By: **Brett Milburn**

DocuSigned by:
Jeff Zimmermann
By: _____
E2BE2924E69547F...
Jeff Zimmermann
Executive Director, Procurement
9/24/2022 | 8:05:17 CDT

DocuSigned by:
Brett Milburn
By: _____
343D74270EE4485...
Brett Milburn
Director of Applied Technologies/VP
9/24/2022 | 3:26:26 PDT

SCHEDULE "A"**FEE SCHEDULE**

For the performance of all Services, Langan Engineering and Environmental Services, Inc. will receive as full compensation payment as outlined below:

| <u>Staff Level</u> | (through 12/31/22) <u>Rate</u> |
|--|-----------------------------------|
| Technician I | \$85 |
| Technician II | \$95 |
| Technician III | \$105 |
| Staff Personnel - Level I | \$125 |
| Staff Personnel - Level II | \$130 |
| Staff Personnel - Level III | \$135 |
| Senior Staff Personnel - Level I | \$140 |
| Senior Staff Personnel - Level II | \$145 |
| Senior Staff Personnel - Level III | \$150 |
| Project Personnel - Level I | \$155 |
| Project Personnel - Level II | \$175 |
| Project Personnel - Level III | \$185 |
| Senior Project Personnel - Level I | \$195 |
| Senior Project Personnel - Level II | \$210 |
| Associate/Senior Project Personnel - Level III | \$225 |
| Associate Principal | \$250 |
| Principal | \$275 |
| Senior Principal | \$325 |

Fee pricing may be subject to an annual adjustment on January 1st of each year. Any pricing adjustment will be limited to a maximum increase of 5% annually.

All expenses incurred for special supplies, large-scale plan reproduction, travel and subsistence, and other project-related expenses will be billed at cost.

EXHIBIT "A"

WORK ORDER

MSA No.: 01-SERO-21-112-Langan

Assigned Date: _____

Work Order No.: _____

COMPANY: The Texas A&M University System

CONTRACTOR: Langan Engineering and Environmental Services, Inc.

Geographic Area where work is to be performed (if applicable):

State: _____

County: _____

() Plat Attached, and/or () Description as follows:

GENERAL DESCRIPTION OF SERVICES TO BE PERFORMED, SPECIAL INSTRUCTIONS and LIMITATIONS ON AUTHORITY ("Scope of Work"):

[see sample descriptions in Exhibit "A-1"]

FEES CHARGEABLE BY CONTRACTOR:

[see Schedule "A" of MSA]

COMPANY:

CONTRACTOR:

THE TEXAS A&M UNIVERSITY SYSTEM

By: _____

Gina Joseph
Managing Counsel, Property & Construction

By: _____

Name: _____
Title: _____

EXHIBIT "A-1"

SAMPLE DESCRIPTION OF SERVICES ("Scope of Work")

Sample #1 - Using the A&M System Entity Name List, attached hereto as Attachment "A" (all names therein collectively referred to herein as "Members"), as well as using publicly available geospatial datasets, and other resources **CONTRACTOR** may have available to it, **CONTRACTOR** will provide the following datasets to **A&M SYSTEM**:

GIS Mapping Take-off

1. .shp files and .kmz files of property boundaries of those tax parcels owned by Members in all counties in the State of Texas
2. .shp files and .kmz files of utilities, pipelines, roadways, and other known infrastructure located on property owned by Members in all counties in the State of Texas
3. .shp files and .kmz files of other FEMA flood zones, FAA controlled airspace, and EPA designated wetlands impacting property owned by Members in all counties in the State of Texas
4. .shp files and .kmz files of structural footprints of improvements located on the surface of property owned by Members in all counties in the State of Texas

Sample #2 - Using legal descriptions in contracts and agreements provided to **CONTRACTOR** by **A&M SYSTEM**, as well as using publicly available geospatial datasets, and other resources **CONTRACTOR** may have available to it, **CONTRACTOR** will provide the following datasets to **A&M SYSTEM**:

Mineral Mapping Take-off

1. .shp files and .kmz files of property boundaries of those tax parcels owned by Members in all counties in the State of Texas
2. .shp files and .kmz files of property boundaries of those mineral interests owned by Members in all counties for which contracts and agreements were provided
3. .shp files and .kmz files of unit boundaries for those drilling and production units impacting property owned by Members in the State of Texas
4. .shp files and .kmz files of 3-dimensional wellbore paths located in, on or under property owned by Members or located within a unit impacting property owned by Members
5. .shp files and .kmz files of wellpad footprints and production facility footprints located on property owned by Members

Member Use Designation

1. shp files and .kmz files of polygons depicting Members use using sketches or descriptions provided by **A&M SYSTEM**

ATTACHMENT "A"**A&M SYSTEM ENTITY NAME LIST**

| CURRENT NAME | ACRONYM | FORMER NAME(S) |
|---|---|---|
| Texas A&M University, including: <ul style="list-style-type: none"> ◦ Texas A&M Health Science Center ◦ Texas A&M University at Qatar ◦ Texas A&M University at Galveston | TAMU TAMHSC HSC TAMUQ TAMUG | Agricultural and Mechanical College of Texas Texas Agricultural and Mechanical College The Galveston Marine Laboratory Nautical School Texas Maritime Academy |
| Prairie View A&M University | PVAMU | Prairie View State Normal & Industrial College; Prairie View University; Prairie View Agricultural & Mechanical College of Texas |
| Tarleton State University | TSU | John Tarleton College; John Tarleton Agricultural College; Tarleton State College |
| West Texas A&M University | WTAMU | West Texas State Normal College; West Texas State Teachers College; West Texas State College; West Texas State University |
| Texas A&M University – Corpus Christi | TAMUCC | University of Corpus Christi; Corpus Christi State University |
| Texas A&M University – Kingsville | TAMUK | South Texas State Teachers College; Texas College of Arts and Industries; Texas A&I University |
| Texas A&M University – Commerce | TAMUC | East Texas Normal College; East Texas State Normal College; East Texas State Teachers College; East Texas State College; East Texas State University |
| Texas A&M International University | TAMIU | Laredo State University |
| Texas A&M University – Texarkana | TAMUT | East Texas State University Texarkana |
| Texas A&M University – Central Texas | TAMUCT | Tarleton State University System Center – Central Texas |
| Texas A&M University – San Antonio | TAMUSA | Texas A&M University – Kingsville System Center – San Antonio |
| Texas A&M AgriLife Research | TAR | Texas AgriLife Research; Texas Agricultural Experiment Station (TAES) |
| Texas A&M AgriLife Extension Service | TAEX | Texas AgriLife Extension Service; Texas Agricultural Extension Service; Texas Agricultural Research Service; Texas Cooperative Extension |
| Texas A&M Forest Service | TFS | Texas Forest Service |
| Texas A&M Transportation Institute | TTI | Texas Transportation Institute |
| Texas A&M Engineering Extension Service | TEEX | Texas Engineering Extension Service; Industrial Extension Service |
| Texas A&M Engineering Experiment Station | TEES | Texas Engineering Experiment Station |
| Texas A&M Veterinary Medical Diagnostic Laboratory | TVMDL | Texas Veterinary Medical Diagnostic Laboratory |
| Texas Division of Emergency Management | TDEM | Division of Disaster Emergency Services |

EXHIBIT "B"

NON-DISCLOSURE AGREEMENT

By the signature below, Langan Engineering and Environmental Services, Inc. ("Langan") agrees as follows (the "Agreement"):

1. Confidential Information

- a. Subject to the limitations in this Article 1, "Confidential Information" means all non-public information:
 - (1) Disclosed to Langan by The Texas A&M University System ("**A&M SYSTEM**"); or
 - (2) To which Langan may come into contact while performing services for **A&M SYSTEM**.

- b. "Confidential Information" does not include information that Langan can demonstrate by competent proof:
 - (1) Is now, or later becomes, publicly known or available other than as a result of Langan's breach of this Agreement;
 - (2) Was already known by Langan when Langan received the information from **A&M SYSTEM**;
 - (3) Is received by Langan from a third-party if that party was not violating any confidentiality obligation to **A&M SYSTEM**; or
 - (4) Was independently developed by Langan without use or knowledge of Confidential Information.

2. Disclosure of Confidential Information. Langan will limit disclosure of Confidential Information to Langan's directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information for the purpose of Langan's business relationship with **A&M SYSTEM**, and only for that purpose; (b) advise Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement, require Representatives to be bound by written confidentiality restrictions no less stringent than those contained herein, and assume full liability for acts or omissions by Representatives that are inconsistent with Langan's obligations under this Agreement; (c) keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by Langan in safeguarding Langan's own confidential information; and (d) not disclose any Confidential Information received by Langan to any third parties (except as otherwise provided for herein).

3. Use of Confidential Information. Langan may use Confidential Information solely for the purpose of Langan's business relationship with **A&M SYSTEM**. Confidential Information remains the property of **A&M SYSTEM** and no rights or licenses are granted to Langan except the limited right to use Confidential Information as provided above. Langan may not access or attempt to access information other than that which is required for the purpose of Langan's business relationship with **A&M SYSTEM**.

4. Confidential Obligations. Langan will handle Confidential Information with the same care that Langan uses to protect its own information of comparable sensitivity, but not less than reasonable care. Langan may not disclose Confidential Information to any other party without **A&M**

SYSTEM's written permission. Langan will promptly advise **A&M SYSTEM** in writing of any known misappropriation or misuse of Confidential Information and will take prompt and effective steps to prevent a recurrence of such misappropriation or misuse.

5. **Required Disclosure.** If Langan is legally required by court order, law, or other governmental regulation or authority to disclose certain Confidential Information, Langan may make such disclosure only after giving written notice to **A&M SYSTEM** and providing **A&M SYSTEM** a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. Langan will limit disclosure to only that portion of the Confidential Information which Langan is legally required to disclose.
6. **Survival.** Langan's obligations under this Agreement will survive the termination of this Agreement. Notwithstanding the foregoing or any other provision of this Agreement, (i) Confidential Information disclosed during the term of this Agreement shall be treated as confidential and safeguarded hereunder by Langan for a period of three (3) years from the date of disclosure unless such obligation terminates earlier in accordance with the terms contained herein.
7. **Return or Destruction of Materials.** Langan will, upon request of **A&M SYSTEM**, promptly return or destroy all materials embodying Confidential Information and all excerpts or information derived from Confidential Information provided however that notwithstanding the obligation to return or destroy the Confidential Information and corresponding copies there shall be no obligation to return or destroy Confidential Information maintained electronically on networks or email servers provided the electronic data is maintained in confidence and not readily accessible to third parties and derivative information, consisting of notes, analyses, compilations, studies or other documents which contain or reference Confidential Information need not be returned or destroyed, provided it is at all times held and kept confidential pursuant to the terms of this Agreement.
8. **Injunction.** In the event of breach, threatened breach, or intended breach of this Agreement, **A&M SYSTEM** may, in addition to any other rights and remedies available to it, seek injunctive or equitable relief.
9. **Disclaimer of Warranties.** **A&M SYSTEM** makes no representations or warranties, written or oral, express or implied, as to the Confidential Information, including without limitation, any warranty of merchantability or of fitness for a particular purpose.
10. **Governing Law.** The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this Agreement. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against **A&M SYSTEM** must 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.

11. General Provisions

- a. Langan may not assign or delegate its obligations under this Agreement, in whole or in part, without the advance written consent of **A&M SYSTEM**.
- b. Failure by **A&M SYSTEM** to enforce a provision of this Agreement does not waive that provision. Each provision of this Agreement is severable. If any provision is rendered invalid or

unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.

- c. This Agreement is the entire agreement of the **A&M SYSTEM** and Langan relating to this subject matter and supersedes all prior and contemporaneous agreements and understandings relating to this subject matter. This Agreement may only be amended or superseded by a written agreement signed by both an authorized representative of Langan and an authorized representative of **A&M SYSTEM**.

This Agreement is effective on the date written below.

Signed: _____

Printed Name: _____

Provider/Company Name: _____

Address: _____

Date: _____