

Texas A&M University at Galveston Contract #
C2022-5708

MASTER ORDER
Texas A&M University at Galveston ("TAMUG")

Vendor:
PIER 77 MARINE SERVICE NATIONAL COTTON INC DBA 7222 Harborside Dr. Galveston, TX 77554 Telephone: 409-740-4000 Contact: Robbie Schroeder Contact E-mail: robbie@pier77texas.com

TAMUG Billing Information:
Texas A&M University at Galveston Financial Management Operations Email: tamu.invoices@edmgroupp.com
<i>The following information should be included on <u>ALL</u> invoices:</i>
TAMUG Contract Number: C2022-5708 Department Code: 02-GALV

This Master Order shall be effective as of 10/22/2021 12:00 AM and pertains to all goods and/or services covered by TAMUG Contract #C2022-5708.

1. Vendor shall provide goods and/or services as designated on the detailed specifications page that follows, the terms and conditions as stated in Invitation-to-Bid #10-TAMUGAL-ITB-0021, and any addenda thereto. Together these documents collectively evidence and constitute TAMUG Contract #C2022-5708.

2. Delivery Information:

Texas A&M University at Galveston Attn: Courtney Geiger CLM - TAMU-Galveston 200 Seawolf Parkway, Bldg 3026 Galveston, Texas 77554 Telephone: 409-740-4849 Email: c_geiger@tamug.edu
--

3. **Payment.** Payment shall be made within thirty (30) days after acceptance of goods and/or services and receipt of invoice, whichever is later.
4. **Term.** The term of this Master Order shall be from 10/22/2021 12:00 AM through 8/31/2022 11:59 PM. This Master Order may be renewed for up to four (4) year(s), one (1) year at a time, if mutually agreed to in writing by both parties.
5. **Insurance.** Vendor shall provide the TAMUG Purchasing Agent listed below certificates of insurance as required in the specifications prior to performing work for TAMUG.
6. **Changes.** Any changes to this Master Order must be made in writing by the TAMUG Purchasing Agent as listed below. TAMUG reserves the right to add or remove items on this Master Order at any time. TAMUG shall seek a quote from Vendor to obtain pricing, then issue a change order with added or deleted items.
7. **Tax Exempt.** As an agency of the State of Texas, TAMUG is exempt from all Federal Excise Taxes. TAMUG is exempt from state and municipal sales taxes under Texas Tax Code, Chapters 151 and 321, *et. seq.*, for all purchases made for the exclusive use of TAMUG. TAMUG will provide a tax exemption statement upon request.
8. The laws of the State of Texas shall govern this Master Order.

Cherise Toler

Buyer II
Purchasing Agent for Texas A&M University at Galveston
Telephone: +979 8455887
Email: ctoler@tamu.edu

Detailed Specifications

This Master Order shall **NOT** be considered as an order to ship from. Individual orders and/or requests for services as a result of this Master Order shall be requested on an as needed basis and shall refer to this Master Order.

SCOPE:

Blanket Agreement, Pool of Vendors, for Shipyard Services including Maintenance, Repairs, Servicing, Rebuilding, Renovation and Construction of vessels located on the campus in Galveston, TX.

Services shall include, but not be limited to, the following:

- Haul-out, maintenance, repair, renovation, construction and inspection as needed to these vessels.
- Purchasing and installation of new or refurbished vessel equipment including propulsion systems, gears, shafts, and engines, electrical generating systems, electrical distribution systems, plumbing systems, HVAC systems.
- Construction or total refurbishment of entire vessels.
- The repair, rebuilding, or construction of aluminum, steel, or fiberglass vessel hull(s)
- Ability to respond to service call within one business day
- Hauling out of vessels with a max beam of 22 ft and 95 tons.
- Storage of vessels for repairs (Shipyard must be located within 300 driving miles of Galveston).
- Removal/turning of props
- Installation of hydraulic pumps for steering system
- Repairs to steering system
- Inspect, repair, replace, and/or weight test (if necessary) standing and running rigging
- Inspect, weight test, and certify load handling equipment
- Sanding, filling and fair out scratches and damage to hull bottom, sides, and stern
- Prime repairs
- Scraping bottom of vessel
- Power washing
- Painting
- Repair of rudder
- Carpentry of the vessel
- Any/all deficiency repairs uncovered after the initial repairs have begun
- Ability to provide all new repair parts as needed or parts and equipment to modify or renovate or construct.

Vendor must provide any/all tools and any special rigging and supports required to safely haul-out and store vessels while repairs are done.

All materials provided shall be new, OEM rebuilt or agreed upon by Texas A&M, Galveston representative.

Vendor shall have the ability to provide all new repair parts as needed or parts to modify, renovate or construct.

Vendor shall provide any/all tools and any special rigging and supports required to safely haul-out and store vessels while repairs are done.

Material rates must include percent markup over list price.

DELIVERY:

If the vendor fails to deliver the service/items by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if items/services are rejected for failure to meet specifications, TAMUG reserves the right to purchase specified supplies and service elsewhere.

SHIPPING:

Destination Freight Prepaid and Allowed.

RENEWAL:

TAMUG reserves the right to renew this Master Order for an additional four (4) year(s), one (1) year at a time, if mutually agreed upon by both parties with all terms, conditions and discounts remaining firm.

ESCALATION:

If the renewal option is exercised, Vendor may increase their contract price to reflect increases in the cost of providing the service. Vendor must quote a price adjustment factor in terms of a maximum percentage increase for each extension period. TAMUG reserves the right to reject and/or further negotiate the quote.

Renewal No.	Renewal Dates	Percentage Increase
1	9/1/2022 – 8/31/2023	3%
2	9/1/2023 – 8/31/2024	3%
3	9/1/2024 – 8/31/2025	3%

4	9/1/2025 – 8/31/2026	3%
---	----------------------	----

INVOICING:

Invoices for services performed under this Agreement shall be submitted to the following:

Texas A&M University at Galveston
Financial Management Operations
Email: tamu.invoices@edmgroupp.com

The following information should be included on all invoices:

TAMUG Contract Number: C2022-5708
TAMUG Purchase Order Number *(if applicable)*:
Department Code: 02-GALV

TAMUG will incur no penalty for late payment if payment is made within thirty (30) or fewer days from receipt of goods or services and an uncontested invoice.

Orders will be placed on an as needed basis by Texas A&M, Galveston. All invoices must reflect price(s) quoted and must reflect:

- The rates bid herein,
- Hours worked,
- The purchase order number issued by Texas A&M, Procurement Services,
- The contract number

Any unused quantity as of August 31, 2022 shall be considered cancelled.

PAYMENT TERMS:

100% Net 30 upon receipt of invoice, completion of work, or acceptance, whichever is later.

CANCELLATION:

Upon award, any order is subject to cancellation without penalty, either in whole or in part if funds are not appropriated by the Texas Legislature or otherwise made available to the using agency.

Texas A&M reserves the right to cancellation due to non-performance.

Texas A&M reserves the right to cancellation with thirty (30) days written notice.

In the event of termination, prorated reimbursement for remaining service that was prepaid will be due to Texas A&M, Galveston.

Unacceptable performance or non-performance by the vendor may be cause for cancellation if deemed necessary by the Procurement Services Department at any time.

ADDITIONAL ITEMS:

TAMUG reserves the right to add additional items to the resulting agreement, if any. In the event that additional items should be added to the agreement, additions and pricing shall be agreed upon in writing by all parties and Texas A&M Procurement Services shall issue a formal change order. Change orders must be completed prior to purchase.

ADDITIONAL VENDORS:

TAMUG reserves the right to add additional vendors within the pool. To add an additional vendor, each supplier must complete a bid invitation form and be approved by Texas A&M Procurement Services and TAMUG

INSURANCE:

Upon award, Texas A&M University shall be listed as an additional insured party under each policy of insurance covering this project.

It shall be the responsibility of the vendor to maintain a current copy of the insurance policy during the term of the agreement with Procurement Services.

Submit Insurance Certificates to:

Texas A&M University – Board of Regents
ATTN: Procurement Services
PO Box 30013
College Station TX 77842-3013

LABOR RATES

Labor rates must be defined per hour on the basis of the following:

Labor rates quoted will remain firm for the duration of the awarded agreement.

Vendor's labor rates must include base pay, fringe benefits, insurance, supervision, tools, transportation, equipment overhead and profit.

Rates bid herein shall be inclusive of travel expenses. Texas A&M will not reimburse or be responsible for travel related expenses.

NOTE: All overtime, if required, must be pre-approved prior to performing the work. If approval is not obtained by Texas A&M, Galveston, charges will not be owed by Texas A&M.

BUSINESS HOURS:

Work shall be performed during normal working hours. Monday through Friday, 8:00 a.m. to 5:00 p.m., unless otherwise requested by Texas A&M, Galveston.

PRICING:

Item #	Item & Description	Qty	Unit	Unit Price (USD)	Extension	Delivery (Days)
<p align="center">Hourly Labor Rates</p> <p align="center">Vessels to be serviced:</p> <p align="center">Vessel – Freeport, Draft – 6.4', LOA – 41.7', Breadth – 14.1', GRT – 25</p> <p align="center">Vessel - R/V Trident, Draft – 5.5', LOA – 60.5,' Breadth – 21.5', GRT – 92</p> <p align="center">Vessel – Earl L. Milan, Draft – 5.4', LOA – 45', Breadth – 15.3', GRT – 26</p> <p align="center">Vessel – TAMUG 100 & TAMUG 200, Draft – 7', LOA – 45', Breadth – 12', GRT – 31</p> <p align="center">Vessel – Ranger, Draft – 5', LOA – 25.7', Breadth – 14', GRT – 15</p>						
General Labor						
1.	Hourly Rate Per person, per hour	1	HR	72.00	72.00	1
2.	Overtime Rate: Per person, per hour	1	HR	108.00	108.00	1
3.	Holiday Rate: Per person, per hour	1	HR	144.00	144.00	1
Mechanic Shop Technician						
4.	Hourly Rate Per person, per hour	1	HR	126.00	126.00	1
5.	Overtime Rate: Per person, per hour	1	HR	189.00	189.00	1
6.	Holiday Rate: Per person, per hour	1	HR	252.00	252.00	1
Field Service Technician						
7.	Hourly Rate Per person, per hour	1	HR	137.00	137.00	1
8.	Overtime Rate: Per person, per hour	1	HR	205.50	205.50	1
9.	Holiday Rate: Per person, per hour	1	HR	274.00	274.00	1

Carpenter & Fiberglass Technician						
10.	Hourly Rate Per person, per hour	1	HR	85.00	85.00	1
11.	Overtime Rate: Per person, per hour	1	HR	127.50	127.50	1
12.	Holiday Rate: Per person, per hour	1	HR	170.00	170.00	1
Electrical Technician						
13.	Hourly Rate Per person, per hour	1	HR	93.00	93.00	1
14.	Overtime Rate: Per person, per hour	1	HR	139.50	139.50	1
15.	Holiday Rate: Per person, per hour	1	HR	186.00	186.00	1
A/C Technician						
16.	Hourly Rate Per person, per hour	1	HR	93.00	93.00	1
17.	Overtime Rate: Per person, per hour	1	HR	139.50	139.50	1
18.	Holiday Rate: Per person, per hour	1	HR	186.00	186.00	1
Welder						
19.	Hourly Rate Per person, per hour	1	HR	85.00	85.00	1
20.	Overtime Rate: Per person, per hour	1	HR	127.50	127.50	1
21.	Holiday Rate: Per person, per hour	1	HR	170.00	170.00	1
Finish Painter						
22.	Hourly Rate Per person, per hour	1	HR	85.00	85.00	1
23.	Overtime Rate: Per person, per hour	1	HR	127.50	127.50	1
24.	Holiday Rate: Per person, per hour	1	HR	170.00	170.00	1
Spare Parts						
25.	Spare Parts/Materials: Spares/Materials shall be billed at cost (list price) + __10__% markup. Shipping for spare parts/materials should be arranged by the vendor.		10%			
Additional Rates						
26.	Haul Rate – Trailer to Water	1	FT	18.15	18.15	

27.	Haul Rate – Water to Trailer	1	FT	18.15	18.15	
28.	Trailer to Ground to Water	1	FT	24.20	24.20	
29.	Water to Ground to Trailer	1	FT	24.20	24.20	
30.	Quick Haul (One Hour)	1	FT	9.07	9.07	
31.	Quick Haul (After One Hour)	1	HR	175.00	175.00	
32.	Hold Overnight in Slings	1	FT	14.10	14.10	
33.	Laytime – Self Service	1	FT/DAY	1.00	1.00	
34.	Laytime/Storage – Post Repair	1	FT/DAY	1.75	1.75	
35.	Laytime/Storage – Indoors	1	FT/DAY	3.00	3.00	
36.	Paint Decks	1	FT	200.00	200.00	
37.	Paint Hull Sides	1	FT	700.00	700.00	
38.	Paint Boot Stripe	1	FT	16.00	16.00	
39.	Haul, Block and Launch – Power 36-50 ft	1	FT	12.10	12.10	
40.	Haul, Block and Launch – Sail 36-50 ft	1	FT	13.20	13.20	
41.	Haul, Block and Launch – Multi 36-50 ft	1	FT	15.67	15.67	
42.	Haul, Block, Launch, 1 HR Pressure Wash and Two Coats of Ablative Antifoulant – Power 36-50 ft	1	FT	50.50	50.50	
43.	Haul, Block, Launch, 1 HR Pressure Wash and Two Coats of Ablative Antifoulant – Sail 36-50 ft	1	FT	48.69	48.69	
44.	Haul, Block, Launch, 1 HR Pressure Wash and Two Coats of Ablative Antifoulant – Multi-Hull 36-50 ft	1	FT	59.21	59.21	
45.	Power washing, scraping, sanding	1	HR	72.00	72.00	

** Quantities listed are estimates only and do not guarantee purchase. There will be no minimum quantity of work or number of hours to be performed under the agreement. The successful vendor will be compensated for the actual time worked.*