



4.1 Cover Page

May 12, 2026

PRAIRIE VIEW A&M UNIVERSITY

Statement of Qualifications for Subsurface Utility Engineering (SUE)

Campus Planning and Space Management (RFP #26-0422: "UTILITY LOCATING & MAPPING")

Company Name: Halff

Address: 14800 St. Mary's Lane, Suite 160, Houston, Texas 77079

Phone Number: 713.255.2450



4.2 Statement of Interest

May 12, 2026

R. Correy Woods
Campus Planning & Space Management
Prairie View A&M University

RE: RFP #26-0422: Utility Locating & Mapping

Dear Members of the Evaluation Committee:

Halff appreciates the opportunity to submit our response to Prairie View A&M University's (PVAMU) RFP #26-0422: Utility Locating & Mapping. We understand PVAMU is seeking a reliable, survey-controlled utility mapping system that supports campus planning, reduces utility conflicts, and improves underground utility data accuracy across the Main Campus.

Halff has extensive experience delivering ASCE 38-compliant SUE and utility mapping services for higher education, municipal, and public infrastructure clients throughout Texas and the southern United States. Our team understands the challenges associated with legacy utility records, active campus environments, and maintaining uninterrupted operations during field investigations.

For this contract, Halff will provide an integrated SUE, survey, and utility coordination team to perform records research, utility designation, GPS-based survey control, and composite utility mapping in accordance with the RFP requirements. Our approach focuses on delivering accurate, scalable utility data that supports both immediate project needs and long-term campus infrastructure management.

Elevated Quality and Expertise. Our **cross-trained resources and streamlined processes** support efficient project delivery while maintaining a **strong focus on quality, accuracy, and client service**. Halff's SUE team has a proven history of delivering accurate utility designations in accordance with both internal and client-specific QA/QC procedures.

Safety First. Safety is a core value at Halff. We **proactively manage safety through project-specific safety plans** that address traffic control, live utilities, vacuum excavation, pedestrian coordination, and environmental hazards to minimize risk during field operations.

Eye on Efficiency. The Halff Team will utilize **hybrid SUE and survey crews to minimize mobilizations** and quickly gather utility data for efficiency and cost savings for PVAMU.

Ryan Lewis will serve as the Project Manager for this contract and will oversee project execution, coordination, scheduling, quality management, and dedicate available resources and equipment to complete this project within an agreed-upon time period. Ryan will work closely with PVAMU staff to maintain communication, support phased deliverables, and keep the project aligned with campus priorities, technical requirements, and schedule.

Halff appreciates the opportunity to support Prairie View A&M University on this infrastructure initiative, and is confident our approach will deliver long-term value to PVAMU. For questions or additional information, please contact Ryan Lewis at rlewis@halff.com or 512.942.6217.

Sincerely,

Ryan Lewis, PE
Project Manager
Vice President, Director of SUE & Utility Coordination

Prime Address:

14800 St. Mary's Lane, Suite 160
Houston, TX 77079

Subconsultant Address:

MBCO: 14811 St. Mary's Lane, Suite 152,
Houston, TX 77079

Stockton Infrared Thermographic Services, Inc.:
8472 Adams Farm Road, Randleman, NC 27317



Halff attests that all statements, information, and representations included in this response to RFP #26-0422 package are true, accurate, and complete to the best of our knowledge.

4.3 Approach, Methodology, and Data Collection Techniques

Contract Understanding

Halff understands that the ongoing program for improvement and expansion at PVAMU requires efficient and accurate SUE services. The diversity of anticipated utility types requires a consultant with Halff's expertise, depth of resources, proven project implementations, and sound understanding of critical issues on these projects to successfully address any potential project challenges.

Our approach accounts for PVAMU's statement of work, cost implications, and the need to reduce the risk of liability during construction. We currently hold a SUE Master Services Agreement (MSA) and environmental MSA with the A&M University System, so we understand policy and procedures, and look to be an extension of your staff, minimizing and managing your risk. Ryan Lewis, PE, will serve as our Project Manager (PM) for this project. Ryan is also the current PM on our A&M University System SUE MSA.

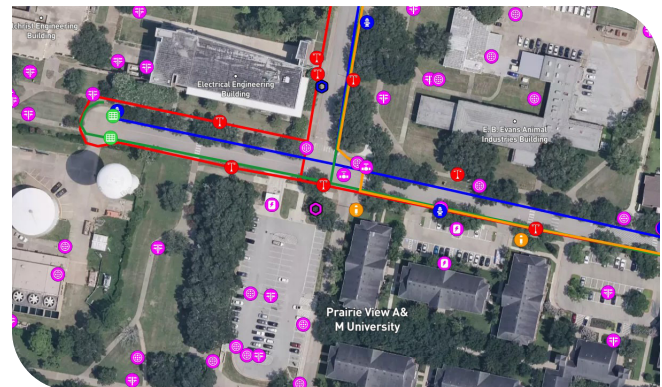
Our SUE approach outlines a multi-phased strategy designed to be efficient, minimize risk, and create a comprehensive map of the university's utility infrastructure. By integrating data collection techniques including remote sensing, high-precision surveying, SUE electromagnetic designating, duct rodding, ground penetrating radar (GPR), and vacuum excavation, we provide a reliable foundation for asset management and future development.

Phase 1 | Project Kickoff and Identification of Utilities (QL-D Records Research)

To establish a cohesive understanding and strong partnership from the outset, Halff will conduct a kickoff meeting with PVAMU and key stakeholders to confirm project personnel, review grid layout and quadrant mapping priorities, coordinate schedule requirements, discuss safety procedures and emergency protocols, define communication expectations, identify transport routes, and establish billing schedule intervals.

To identify utilities, we research and obtain system maps, as-builts, engineered plans, plats, approved utility installation permits, GIS databases, Railroad Commission of Texas maps, and verbal recollections from landowners, utility owners, and maintenance personnel. Our utility staff has **relationships with Central Texas and Houston area utility owners** to quickly obtain records.

As an investment in minimizing risk, Halff subscribes to an **innovative utility AI platform that provides instant access** to statewide private and public utility records, satellite imagery, and a generated heat map revealing utility congestion. **Using this tool to proactively begin planning, we anticipate the following stakeholders:** City of Waller, San Bernard Electric Coop., AT&T, CenterPoint Energy, Energy Transfer and Campus Communication Group Fiber (CCG). Upon notice to proceed, record information will be requested.



Phase 2 | Geodetic Foundation (Primary Survey Control) and Appurtenance Survey (QL-C)

To support spatial accuracy and compatibility with future Campus GIS and BIM models, we will establish a primary survey control network in a grid format.

- **Static GNSS Observations:** Establishing permanent control monuments across the campus tied to the National Spatial Reference System (NSRS).

Coordinate location of monuments with PVAMU to avoid conflicts with future planned projects or construction activities.

- **Redundancy:** Establish enough monuments to support long-term stability of the control network. A closed-loop traverse will be performed to provide sub-centimeter horizontal and vertical accuracy.

To expedite data collection for **corridor mapping** once control is established, we will engage survey resources from **Halff and MBCO**, to begin capturing above-ground appurtenances such as manholes, pull boxes, inlets, valves, meters, etc. We capture photos of each appurtenance using **Trimble TerraFlex**, a cloud-based data collection program that allows office personnel to monitor real-time progress and identify challenges, confirm assets, and coordinate with stakeholders within minutes of data collection. We also have handheld LiDAR technology to scan accessible manholes, hand holes, and vaults.

A **challenge we observed while onsite** is a partially covered telecom marker near the Engineering Classroom and Research building, which indicates the area may have experienced fill placement, which could limit access to some utilities. The technicians will communicate challenges such as these to our office personnel using TerraFlex photos, allowing us to employ the proper equipment such as induction with electromagnetic equipment or GPR to determine the location of non-accessible utilities.



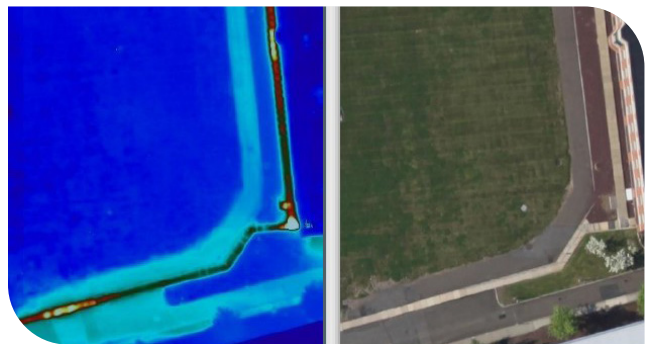
By performing QL-C efforts prior to and concurrent with QL-B, this allows the QL-C and QL-D mapping of stormwater, wastewater, water (including chilled, domestic, NOPW, and irrigation), overhead utilities, and steam lines (including condensate return) to begin immediately, **maximizing efficiency and saving PVAMU time and cost.**

- **Appurtenance Attributes:** Field technicians will obtain flow line data for accessible stormwater and wastewater manholes, capture elevations of water valve nuts, and obtain sag elevations of aerial utilities crossing travel ways.
- **Standardized Workflows:** Hand holes/ vaults and manholes are TerraFlex photographed with conduit configurations, flow directions, and invert measurements and sketched in our field notes to include in the **Utility Investigation Report.**

Phase 3: Aerial Thermal Reconnaissance

As an additional service and with written approval from PVAMU, we are prepared to initiate a **high-resolution thermal infrared (TIR) flyover** during optimal conditions (typically late night or pre-dawn). This non-destructive remote sensing phase identifies “heat signatures” indicative of active underground systems and will be performed by **Stockton Infrared Thermographic Services, Inc.**

- **Leak Detection:** Identification of thermal anomalies in steam tunnels or water and sewer lines.
- **Corridor Mapping:** Preliminary tracing of high-voltage electric banks and heat-dissipating utilities.
- **Roof Conditions Assessment:** Identification of moisture contamination.
- **BTU Loss:** Which buildings are leaking air or heat/energy loss.



Phase 4 | SUE Investigation - Utility Designating (QL-B) and Targeted Vacuum Excavation (QL-A)

With a deep understanding of the complex subsurface conditions across Texas, our SUE crews utilize advanced geophysical methods and state-of-the-art technologies to accurately locate and map underground and overhead utilities.

For this project, electrical, telecom, and gas are conductive utilities that will be designated and depicted as QL-B. Field technicians typically use frequency-based transmitters and receivers and various **data collecting techniques depending on access to the utility**. Where possible, we use **direct connect conduction** to send a signal through the utility that can then be detected from the surface. Where direct connection isn't possible, another technique uses **electrical induction** to generate the signal on the utility using the same tools. We will use **two-person sweeps of the project area** using induction to find and identify unknown and abandoned utilities. As a way to develop future 3D deliverables, our **field technicians note electronic depth readings** which are recorded during survey of the designating marks. Crews document their work with photos and field sketches using Bluebeam.

For duct banks with multiple carriers, we designate and identify ownership of each line along with the joint-use conduit owner, as many times ducts are leased. If a utility is nonmetallic or not toneable, we can use GPR, acoustic pipe locators, and sonar technology, followed by vacuum excavation as other utility identification techniques. GPR will only be used where conditions support effectiveness and with written approval from PVAMU.

With approval from PVAMU and to minimize future risk, **targeted QL-A Test Hole verification** may be performed to provide more information on various utilities and utilities designated as "unknown". Prior to performing QL-A, we will request a meeting with PVAMU to discuss the QL-B and potential, targeted QL-A locations. Before mobilizing, we confirm trucks and equipment are operational, secure the area by coordinating with campus and maintenance personnel, secure excavation permits if required, establish traffic and pedestrian control when necessary, and coordinate with Texas 811 and the utility owner to observe.

Halff performs non-destructive QL-A test holes using air/hydro vacuum excavation trucks. For areas with restricted access to full-sized vac-trucks, we use our **Utilivac**, a barrel system excavation tool that can traverse dense areas, and at times, we hand dig using rock bars and shovels. **To save cost**, we utilize flow lines on accessible manholes to minimize the QL-A test holes required.

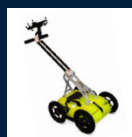
We measure the depth to the top of the utility and document the size, material, condition and soil type. The exposed utility is TerraFlex photographed for documentation and real-time review. Each excavation is properly backfilled, compacted, and restored to existing conditions. Excavations are not left open or unattended.

Halff QL-B Equipment & Techniques



**Vivax VLoc Pro 3 |
Radio Detection
8200**

Type: Electromagnetic
Application: QL-B
Techniques: Induction/
Conduction
Power: 1/3/5/10 Watts
Frequencies: Multiple
Utilities: Best for
Communication/Electric/Gas



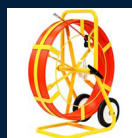
**Impulse Radar
PinpointR**

Type: Radar
Application: QL-B
Techniques: Induction
Power: 15 Watts
Frequencies: 400/800 MHz
Utilities: All Utilities/Best in
Sandy Soils



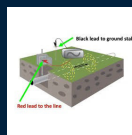
Vivax 810

Type: Electromagnetic
Application: QL-B
Techniques: Induction/
Conduction
Power: 1/3 and 1 Watts
Frequencies: 83kHz
Utilities: Best for Water/Gas/
Sweeping for Unknowns



Duct Rodder

Type: Conductible Rodder
Application: QL-B
Techniques: Requires
Conduction/Direct Connect
Power: N/A
Frequencies: N/A
Utilities: Storm/Sanitary/
Empty Conduits



**Example of Conduction/
Direct Connect**
Techniques: Transmitter
applies EM signal through
leads connected to utility



Example of Induction
Techniques: Two-Man
Sweeping for unknown
utilities. Transmitter
broadcasts signal into the
ground without connecting
to utility.

Halff QL-A Equipment



Phase 5 | CADD Integration and 3D Mapping Deliverables

Information captured during data collection, including the thermal imaging survey, above ground utility features and SUE QL-B and QL-A will be integrated into a DWG file to accurately depict horizontal utility locations. Vertical locations are depicted using electronic and QL-A depths and QL-C/D utilities are depicted according to records, surveyed appurtenances, and as-builts. If vertical information is not available, minimum depths using campus and/or local standards are assumed and noted as approximate. **Deliverables for the PVAMU main campus SUE investigation include:**

- GPS Coordinates
- Composite Utility Mapping file in AutoCAD Civil 3D format, including utility type, ownership quality level, and source of information
- Geospatial Mapping KMZ file with georeferenced photos, to support asset management and stakeholder communication for PVAMU
- Utility Attribute Database in Excel and/or GIS format
- Utility Investigation Report in accordance with ASCE 75-22 (Quality Level Certification and Methodology Report)
- Photos, Field Notes, ASCII Files, MH sketches/diagrams
- Control Index Sheet, Primary and Secondary Controls Records, Monument Descriptions
- Test Hole Data Reports (if approved)
- Aerial Thermal Reconnaissance documents and reports (if approved)

We have developed a **SUE Deliverables Best Practices** document and will deliver all work in accordance with NCS or PVAMU standards and expectations. The final output is a **Survey-Grade Utility Map** that serves as a living document. By combining the thermal “footprints,” the rigid survey control, and the rich metadata collected through TerraFlex, PVAMU gains a robust spatial database. This reduces “strikes” during construction, lowers construction project change-order costs, and provides a clear roadmap for long-term planning and infrastructure maintenance.

Phase 6 | Quality Control and Client Review/Feedback

Halff provides a streamlined approach, backed by 25+ years of experience in consistently providing high-quality and accurate SUE services. We developed **Halff's SUE Policies and Procedures Manual** and additionally, all Halff engineering practices adhere to a QA/QC Program Manual. These documents outline best practices and require performing thorough QA/QC, including:

- QA/QC requirements of a project are identified at the scope development stage
- QC intervals are established for each project
- QA Manager checks and audits that processes are performed and documented
- Designate utilities in both directions to verify accuracy
- Field Manager (FM) checks each designated utility, and documents any issues in TerraFlex/ Bluebeam
- FM coordinates onsite with each utility owner
- After utilities have been designated, FM walks the project with SUE crew to provide accuracy
- SUE crew walks with survey crew to make sure all marks and appurtenances are field-tied
- Survey data is processed by a survey technician and reviewed by an RPLS
- QC review by multiple techs, a QC reviewer assigned by the QA Manager, and the PE signing and sealing the work. Checklists are used and documented during these reviews
- SUE plans are sent to all utility owners for review

Client feedback is an important tool for our growth and development. We will communicate throughout the project, so PVAMU remains informed of project status, risks, and schedule impacts. As an extension of your staff, open and honest communication from Halff and PVAMU is expected and encouraged, and we will implement your comments and immediately address any concerns.

4.4 Safety/Emergency Plan and Risk Mitigation

The safety of the campus population, public, and our field staff is our top priority. As part of the Project Safety Plan, Halff implements safety measures including prior to mobilization and while working on-site.

Prior to mobilization, we:

- Visit the project site to assess the conditions
- Check equipment and vehicles for proper working order
- Create a project-specific work plan or Job Safety Assessment (JSA) including:
 - Establish communication contacts and protocols
 - Develop Work Tasks and Assign leads
 - Identify necessary safety requirements
 - Determine the Closest Medical Facility

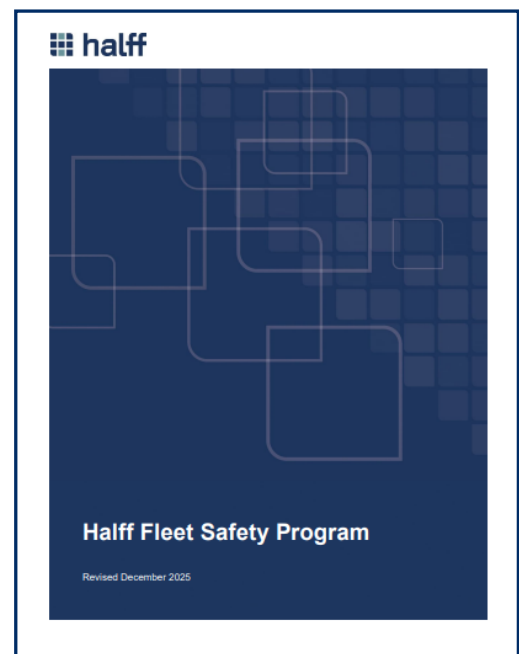
While working on-site, we:

- Review JSA and have tailgate safety meetings each day to discuss the daily work plan, reassess site conditions, and inspect necessary traffic and pedestrian controls
- Position the vacuum excavation truck to minimize noise and maintain pedestrian and vehicle access
- Verify excavations are not left open and the site is clear of debris and obstructions
- Document daily activity including effort and incidents or near misses, if any

All Halff field personnel undergo internal training and OSHA 10 safety training, including the correct use of PPE, recognition of safety hazards, and proper establishment of traffic and pedestrian control. Where required, Halff will prepare and submit traffic and pedestrian control plans for PVAMU review prior to lane, sidewalk, or pathway impacts. Personnel go out in teams of two and are equipped with telephones and iPads. Halff also maintains a comprehensive fleet safety program to promote safe driving practices, vehicle maintenance, and overall transportation safety for our staff. Equipment and vehicles are well maintained such that personnel are not stranded. Vehicles are equipped with fire extinguishers and first aid equipment, and we make note of the nearest emergency room for each project. Effective safety practices rely on situational awareness, training, and adherence to established procedures.

We are prepared for emergencies by following our internal Halff safety protocols such as hydration, fatigue, CPR, and Covid policies. We adhere to the Project Safety Plan, that includes on-site campus protocols as well as the nearest emergency room or medical facility, to eliminate or minimize the risk of injury from all manner of safety hazards including: slips, trips, and falls, traffic, risks associated with working around live electric and gas utilities, risks associated with vacuum excavation, and environmental hazards such as heat and extreme cold.

We prioritize safety above everything and if needed, we have successfully scheduled campus work for spring, summer or winter break, and during the night if necessary. If we do have a safety incident on site, that will immediately be communicated to PVAMU's PM and Health & Safety Contact as well as Halff's Director of Safety.



4.5 Experience with ASCE-38 (Levels), Higher Education in Texas, and all Requirements and Procedures

Providing innovative, high-quality SUE leads to better design, avoids utility conflicts, increases UC quality, reduces cost and delays, and improves safety and efficiency during construction. Since beginning SUE services in 1999, Halff has implemented the guidelines of CI/ASCE 38-02 and now ASCE/UESI/CI 38-22 and 75-22, and we've been creating smart solutions that improve lives and communities with **over 25 years of SUE experience**.

Our experience includes both public and private entities throughout Texas and surrounding states, including higher education institutions, DOTs, municipalities, counties, river authorities, ISDs, and utility companies. **We have performed SUE services supporting higher education campus projects** such as renovation, expansion, parking garage additions, driveway improvements, new utility installations, and utility mapping to generate accurate records at the following institutions:

HIGHER EDUCATION EXPERIENCE

Texas A&M-Kingsville (TAMUK)

Texas State University

Austin Community College

University of Texas at Austin

University of Texas at Dallas

University of Texas JJ Pickle Research Campus

University of Texas McDonald's Observatory

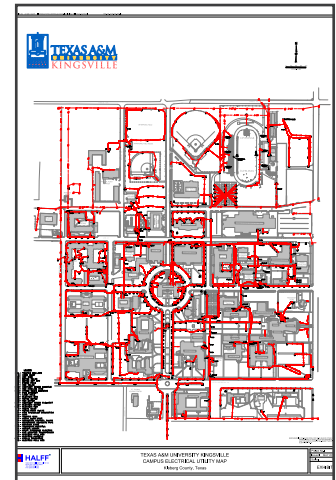
University of Texas Southwest Medical Center

Texas Christian University

Tarrant County College District

Texas Southmost College

One specific project for TAMUK, an approximate 180-acre campus, Halff was tasked with performing SUE on all campus utilities; chilled/domestic water, wastewater, and drainage leak detection; General Utilities Condition Assessment; and a Final Engineering Report to support utility upgrades; building renovations and expansions; and to create campus utility maps. Ryan managed SUE QL-B through D identifying approximately 300,000 linear feet of utilities and completing Level-A SUE service on 45 non-destructive vacuum excavated test holes, including condition assessment. Ryan coordinated with TAMUK staff to explain our SUE process; access requirements and working hours; safety to campus students, employees, and visitors; and review existing utility maps and historical maintenance records. By utilizing the ASCE 38 Standard, the utility investigation results provided TAMUK with highly reliable utility data for future design and construction efforts. This also reduced the risk of construction delays due to potential utility impacts on a busy college campus.



Halff has extensive experience delivering ASCE 38-compliant SUE and utility mapping services for higher education, municipal, and public infrastructure clients. Halff's QL-B designating process is designed to meet or exceed the ASCE 38 horizontal accuracy requirements and applicable survey tolerances.

Our team understands the challenges associated with legacy utility records, active campus environments, and maintaining uninterrupted operations during field investigations. Halff understands and accepts the project warranty and data maintenance requirements outlined in the RFP.

4.6 Firm Resources and Staff

Halff is a full-service infrastructure consulting firm designed, engineered, planned, constructed – and purposed – for people. Our project team is comprised of highly experienced utility professionals who are well-equipped to deliver exceptional SUE services for PVAMU. Halff's **15 Texas offices, strategically located throughout the state**, enable us to efficiently deliver a wide range of SUE and engineering services to PVAMU, fostering comprehensive support and expertise. For this project, we will utilize the same resources and personnel approved in our **A&M University System SUE MSA**, including **MBCO** who will provide survey support. At the time that contract was awarded, MBCO was a HUB firm. Since then, the HUB program has undergone significant changes and MBCO does not meet the new criteria. However, they continue to be a small, underutilized business, and Halff commits to using them for 10% of the work. We have successfully completed multiple SUE projects and **our established partnership will bring consistency and efficiency** on this large, complex project, where trusted partners are key.



In addition to MBCO, we have partnered with **Stockton Infrared Thermographic Services, Inc.** to support PVAMU's initiative for an aerial thermal infrared survey. Our team is equipped with the latest technology, including advanced design software, SUE and survey equipment, and real-time data sharing tools, including Trimble TerraFlex, Bluebeam, and innovative AI records research tools, allowing us to **maintain efficiency, communicate clearly, and deliver precise, timely results**. Halff owns and operates all utility designating and locating equipment, and a fleet of vacuum excavation trucks to **identify and locate utilities** in multiple environments and conditions.

Our extensive experience in handling large-scale projects within academic and research environments will provide **precise and reliable utility data, minimize risks** and support the successful execution of all PVAMU construction and infrastructure initiatives. **We are ready** to deploy these resources, and we have full access to additional firm-wide support as needed. **We are committed** to delivering the project on time and within budget, no matter the complexity or schedule demands. Below is a tentative, preliminary schedule for review and buy-in with PVAMU prior to project commencement.

PROJECT SCHEDULE	PHASE	START	FINISH	JULY				AUG				SEPT				OCT				NOV				DEC			
Activity				6	13	20	27	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14
Research	1	7/6	7/19																								
Survey Control Establishment	2	7/6	7/26																								
Appurtenance Survey	2	7/27	8/30																								
C/D Appurtenance Survey	2	7/27	8/23																								
Aerial Thermal Reconnaissance	3	7/27	8/9																								
C/D CADD	5	8/17	9/20																								
QL-B Designing	4	9/14	10/25																								
QL-B CADD	5	10/12	11/22																								
QLA Field	4	11/16	12/6																								
QLA CADD	5	11/30	12/13																								
GIS/KMZ/Final QC	5	12/14	12/20																								
Final Delivery and Review with Client	6	12/21	12/27																								

4.7.6 Completed Fee Schedule

EXHIBIT B
(FEE SCHEDULE)

BASE CONTRACT					
#	Description	U/M	Qty.	Rate	Sub-Total
1	Project Management	MO	12	\$ 4,435.00	\$ 53,220.00
2	QA / QC Manager	MO	12	\$ 3,150.00	\$ 37,800.00
3	Design Engineer	LS	1	\$ -	\$ -
4	Utility Engineer	LS	1	\$ 15,100.00	\$ 15,100.00
5	Graduate Engineer	LS	1	\$ 11,325.00	\$ 11,325.00
6	Senior Utility Coordinator	LS	1	\$ -	\$ -
7	CADD Technician	MO	12	\$ 5,485.00	\$ 65,820.00
8	Survey Manager	LS	1	\$ 17,075.00	\$ 17,075.00
9	Aerial Flight Crew	MO	4	\$ -	\$ -
10	2-Man Survey Crew	MO	10	\$ 13,700.00	\$ 137,000.00
11	4-Man Survey Crew	MO	8	\$ -	\$ -
12	2-Man Terrestrial Scanning Crew	LS	1	\$ -	\$ -
13	SUE 2-Man Designated Field Crew (w/ Equipment)	LS	1	\$ -	\$ -
14	SUE Mobilization / Demobilization	LS	2	\$ 25,800.00	\$ 51,600.00
15	<u>SUE (Quality) Level-A Utility Locate Test Holes</u> *Owners directed* (includes labor and equipment for vacuum excavation, engineering, CADD)	N/A	0	\$ -	\$ -
15-2	0 to 5-ft. (depth)	EA	25	\$ 1,000.00	\$ 25,000.00
15-3	5 to 8-ft. (depth)	EA	10	\$ 1,300.00	\$ 13,000.00
15-4	8 to 13-ft. (depth)	EA	10	\$ 1,900.00	\$ 19,000.00
15-5	13 to 20-ft. (depth)	EA	5	\$ 2,805.00	\$ 14,025.00
21	Ground Penetrating Radar (GPR) (limited)	LF	8000	\$ 1.30	\$ 10,400.00
21	Electromagnetic	LF	12000	\$ 0.65	\$ 7,800.00
22	CCTV Or Pipe Tracing *Used only where needed for confirmation* (Stormwater & Wastewater)	LF	12000	\$ 1.35	\$ 16,200.00
23	(Electrical, Telecom, Gas) (includes labor and equipment for records, research, designation, engineering, CADD, mapping, surveying and limited traffic control)	LF	200000	\$ 0.65	\$ 130,000.00
24	<u>SUE (Quality) Level-C / Level D</u> (Water, Wastewater, Stormwater, Steam) (includes labor and equipment for records research, CADD, and mapping)	LF	150000	\$ 0.30	\$ 45,000.00
25	Overhead Utility Mapping (survey poles, lines, risers - as part of topo)	Acre	1200	\$ 9.00	\$ 10,800.00
26	Concrete Paving - Complete In Place (Test Holes) (includes saw cut, remove & replace w/ spec'd backfill & rebar) - Typical 6-ft. x 6-ft.	LS	8	\$ 900.00	\$ 7,200.00

EXHIBIT B
(FEE SCHEDULE)

#	Description	U/M	Qty.	Rate	Sub-Total
27	Asphalt Paving - Complete In Place (Test Holes) (includes saw cut, remove & replace w/ spec'd backfill & cold patch) - Typical 6-ft. x 6-ft.	LS	8	\$ 675.00	\$ 5,400.00
28	Sodding, Complete In Place (Test Holes) - Typical 6-ft. x 6-ft.	SF	720	\$ 14.00	\$ 10,080.00
29	Records Research & Utility Coordination (as-builts, 811 tickets, Owner supplied records)	Acre	1200	\$ 6.00	\$ 7,200.00
30	KMZ Files (Google Earth Files & Attribute Integration)	Acre	1200	\$ -	\$ -
31	DWG Files	Acre	1200	\$ -	\$ -
32	GIS Files	LS	1	\$ -	\$ -
33	Deliverables & Reporting (QA/QC, Final Reports, Certification, Test Hole Logs)	LS	1	\$ -	\$ -
BASE TOTAL					\$ 710,045.00

ADDITIONAL BID ITEM (ABI) / SERVICES					
#	Description	U/M	Qty.	Rate	Sub-Total
34	Aerial Thermal Infrared (IR) Imaging Survey Crew	LS	1	\$ 8,500.00	\$ 8,500.00
35	Steam & Liquid Leak Report	LS	1	\$ 4,000.00	\$ 4,000.00
36	Chilled Water Report	LS	1	\$ 4,000.00	\$ 4,000.00
37	Mosaic Photographic Images	LS	1	\$ 4,000.00	\$ 4,000.00
38	Mosaic Infrared Images	LS	1	\$ 4,000.00	\$ 4,000.00
39	Roof Condition Report (65 Occupied Bldg.)	LS	1	\$ 2,450.00	\$ 2,450.00
ABI TOTAL					\$ 26,950.00

GRAND TOTAL = (BASE + ABI)				\$ 736,995.00
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TOTAL DURATION (DAYS)				174
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We appreciate the opportunity and your time to provide insight to Halff's SUE services. Our experience, resources, and approach are designed to help PVAMU establish a long-term campus utility management framework that improves planning confidence, reduces utility conflict risks, and supports future infrastructure investment decisions. **Halff's purpose is "We improve lives and communities by turning ideas into reality."** Halff looks forward to partnering with PVAMU and is committed to providing efficient, accurate SUE mapping services.

4.7.7 HUB Plan/Good Faith Effort



HUB Subcontracting Plan (HSP)

Rev. 2/26

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: When a state agency requires a subcontracting plan, a bid, proposal, offer, or other applicable expression of interest for the contract must contain a plan to be considered responsive.

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas.

-- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.285(d), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the agency specific HUB goal. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs shall qualify for meeting the HUB goal.

The following Prairie View A&M University specific HUB goals shall be utilized:

10% for surveying

1% for Aerial Thermal Infrared Imaging Survey services

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Halff Associates, Inc. State of Texas VID #: 1751308699500
 Point of Contact: Ryan Lewis, PE Phone #: 512.942.6217
 E-mail Address: rlewis@halff.com Fax #: N/A
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: RFP #26-0422 Bid Open Date: 05.12.2026
 (mm/dd/yyyy)

Enter your company's name here: Halff Associates, Inc.Requisition #: RFP #26-0422**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☒ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)

☐ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB.

Item #	Subcontracting Opportunity Description	HUBs Percentage of the contract expected to be subcontracted to HUBs.	Non-HUBs Percentage of the contract expected to be subcontracted to non-HUBs.
1	Survey	%	10 %
2	Aerial Thermal Infrared Imaging Survey	%	1 %
3		%	%
4		%	%
5		%	%
6		%	%
7		%	%
8		%	%
9		%	%
10		%	%
11		%	%
12		%	%
13		%	%
14		%	%
15		%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	11 %

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☒ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

☒ **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☐ **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

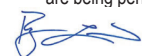
Enter your company's name here: Halff Associates, Inc. Requisition #: RFP #26-0422

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.



Signature

Ryan Lewis, PE

Printed Name

Project Manager

Title

05.12.2026

Date
(mm/dd/yyyy)

Reminder:

- If you responded "**Yes**" to **SECTION 2, Items c and d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "**No**" to **SECTION 2, Item c** and "**Yes**" to **Item d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "**No**" **SECTION 2, Items c and d**, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.

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Requisition #: RFP #26-0422

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Item Number: 1 Description: Survey

[illegible]

Page 1 of 1
(Attachment A)

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Requisition #: RFP #26-0422

IMPORTANT: If you responded **"Yes"** to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://comptroller.texas.gov/purchasing/docs/hub-forms/hsp-allfms.pdf>

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 2 **Description:** Infrared Thermographic

SECTION A 2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycvpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

[illegible]

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

4.7.8 References

1

Leigh Thomas, PE

HR Green, Inc.
4201 W. Parmer Lane, Building C, Suite 100
Austin, Texas 78727
512.872.6696
leigh.thomas@hrgreen.com

2

Bill Donovan

Texas State University
151 E Sessom Drive, Room #104
San Marcos, Texas 78666
512.245.8521
wd14@txstate.edu

3

Richardo Bandeira

University of Texas Southwestern Medical Center
5323 Harry Hines Boulevard
Dallas, Texas 75390
Richardo.SimoesBandeira@UTSouthwestern.edu

We improve
lives and
communities by
turning ideas
into reality.



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MASTER SERVICES AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM
AND HALFF ASSOCIATES, INC.

This Services Agreement ("Agreement") is entered into and effective upon final execution (the "Effective Date"), by and between The Texas A&M University System, an agency of the state of Texas (hereafter referred to as "A&M SYSTEM"), and Halff Associates, 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. SERVICES

- A. This Agreement is not a contract to perform specific work but is intended to establish the terms and conditions under which the A&M SYSTEM and its member universities and agencies may contract with the PROVIDER for the services as set forth in Exhibit A of this Agreement ("Services") by executing an order form or purchase order (each an "Order Form") with PROVIDER. The reference herein to "Member" or "Members" shall refer to the A&M SYSTEM or its member entity executing an Order Form. The A&M SYSTEM makes no guarantee of execution of an Order Form.
- B. The Order Form shall incorporate the specific Services requested by Member, the payment amount due to PROVIDER and the period of performance subject to the terms in this Agreement. The terms of this Agreement shall be incorporated into any Order Form executed by a Member and PROVIDER for the Services during the term of this Agreement and the Order Form shall reference this Agreement. Upon execution of such Order Form, such Member is only responsible for its own compliance with the terms and conditions of this Agreement.

2. PROVIDER OBLIGATIONS

- A. PROVIDER will perform the Services in accordance with the standards of care, skill, and diligence expected of a qualified, competent and experienced professional in the provision of the type of services required under this Agreement.
- B. PROVIDER will perform the Services substantially in accordance with PROVIDER's marketing materials and documentation, including without limitation, any user guides, technical specifications, training materials, instructions, documented policies or other written materials regarding the Services that are posted, delivered or otherwise made available by PROVIDER to Member.
- C. PROVIDER will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for PROVIDER's performance of this Agreement.
- D. PROVIDER represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent PROVIDER's performance of the Services.

3. TERM AND TERMINATION

- A. **Term.** The term of this Agreement begins on the Effective Date and continues through

August 31, 2027 unless earlier terminated as provided herein; provided, however, that the terms of this Agreement shall remain applicable to any Order Form that was executed prior to the expiration or termination of this Agreement but whose period of performance extends beyond the expiration or termination of this Agreement. This Agreement may be extended for two (2) additional two (2) year periods upon mutual written agreement executed by the Parties.

- B. **Termination with Cause.** Either Party may terminate this Agreement effective upon written notice to the other Party if the other Party materially breaches any term of this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice of the breach. Furthermore, A&M SYSTEM may immediately terminate this Agreement if (i) the PROVIDER's insurance coverage required under this Agreement is cancelled or non-renewed; or (ii) the PROVIDER declares bankruptcy, is placed into involuntary bankruptcy or receivership or becomes insolvent.
- C. **Termination without Cause.** A&M SYSTEM may terminate this Agreement at any time upon thirty (30) days prior notice to PROVIDER.
- D. **Termination of an Order form.** The period of performance of any Order Form will be as provided in the Order Form. Either party to the Order Form may terminate such Order Form effective upon written notice to the other party if the other party materially breaches any term of this Agreement or the Order Form and fails to cure such breach within thirty (30) days after receiving written notice of the breach. An Order Form may also be immediately terminated if (i) the PROVIDER's insurance coverage required under this Agreement is cancelled or non-renewed; or (ii) the PROVIDER declares bankruptcy, is placed into involuntary bankruptcy or receivership or becomes insolvent. In the event that the Member terminates the Order Form pursuant to this Section, the Member shall receive a pro-rata refund of any fees prepaid by the Member that cover Services that have not been delivered by PROVIDER as of the date of such termination. Furthermore, Member may terminate the Order Form at any time upon thirty (20) days prior notice to PROVIDER. The termination of any one Order Form will not affect any other Order Form or this Agreement.

4. PAYMENT TERMS

- A. The A&M SYSTEM shall not pay any costs or fees as a direct result of this Agreement. The Member identified in the Order Form will pay the amount due to PROVIDER under such Order Form. The fees paid by Member to PROVIDER for the Services requested under the Order Form, shall be calculated based on the fee rate schedule attached as Exhibit B and made a part of this Agreement. The rate schedule may be renegotiated at the discretion of A&M SYSTEM upon renewal of this Agreement. Additional rates and fees may be negotiated on a Member specific Order Form, provided no less favorable than under this Agreement.
- B. PROVIDER shall invoice Member for amounts due consistent with the payment schedule as negotiated under the Order Form. Each invoice must reference the Order Form and Member's purchase order number (if applicable) and include a description of services provided along with documentation that Member may reasonably request to support the invoice amount. Member will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment

and non-payment.

- C. For reasonable business-related travel, lodging and/or meal expenses validly incurred directly and solely in support of the Services and approved by Member in advance, PROVIDER will be reimbursed by Member according to the State of Texas rates, rules, and regulations (<https://fm.x.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>). When requesting such reimbursement, PROVIDER will submit to Member receipts, invoices and other documentation as required by Member. Under no circumstances will PROVIDER be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly. Mileage rates will be calculated from point-to-point (PROVIDER's place of business to job site) using the State of Texas mileage. Should the Agreement be renewed for an additional term, travel reimbursement amounts will be renegotiated at that time.
- D. All payments will be made by electronic direct deposit. PROVIDER is required to complete and submit to Member a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at:
<https://www.tamus.edu/business/budgets-and-accounting/accounting/general/>
- E. As an agency of the State of Texas, the A&M System and its Members are tax exempt. Tax exemption certification will be furnished to PROVIDER upon request.

5. OWNERSHIP OF CREATED WORKS

All final documents, including but not limited to original tracings, plans, specifications, maps, electronic computer-aided design and drawings (CADD) files, evaluations, reports, technical data, tests and field books (collectively, the "Deliverables") prepared or obtained under this Agreement and any Order Form are irrevocably assigned to A&M SYSTEM and the respective Member that executed the Order Form, without restriction or limitation on their use and shall be made available, upon request, to PROVIDER at any time. Upon demand, PROVIDER shall deliver said documents to the A&M SYSTEM Member that executed the Order Form upon completion of the work or termination of this Agreement. PROVIDER may retain copies of the Deliverables, at its sole costs, for its files and its internal use. A&M SYSTEM, Member, and PROVIDER agree that the Deliverables are public records and will be treated as such with no penalty or liability to A&M SYSTEM or Member.

A&M SYSTEM and Member agree that the Deliverables are not intended or represented to be suitable for reuse by A&M SYSTEM, Member, or any third party for any purpose other than as set forth herein on the project for which they were made. In no event shall PROVIDER be liable for any damages, including but not limited to indirect or consequential damages, as a result of A&M SYSTEM's or Member's use or reuse of the Deliverables on any other project. PROVIDER certifies that all Deliverables will be original, or that PROVIDER will have obtained all rights necessary for the ownership and unrestricted use of the Deliverables by A&M System. PROVIDER shall secure for A&M System all consents, releases, and contracts and perform other reasonable acts as A&M System may deem necessary to secure and evidence A&M System's rights in any Deliverable.

6. CONFIDENTIALITY

- A. The Parties anticipate that under this Agreement and the Member's Order Form it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential

nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party.

- B. "Confidential Information" does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.
- C. The Receiving Party shall handle Confidential Information with the same care that the Receiving Party uses to protect its own information of comparable sensitivity, but not less than reasonable care. The Receiving Party may use Confidential Information only for purposes of performing its obligations under this Agreement and the Order Form and may disclose Confidential Information only to the Receiving Party's employees, contractors, agents, and other representatives ("Representatives") having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this Agreement and the Order Form, provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and the Receiving Party remains responsible for its Representatives' compliance with the obligations under this Section.
- D. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized disclosure, misappropriation, or misuse of Confidential Information and shall take prompt and effective steps to prevent a recurrence of such misappropriation or misuse.
- E. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement or the Order Form.
- F. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement or an Order Form for a period of one (1) year.

7. COMPLIANCE WITH LAWS

- A. PROVIDER shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.

- B. Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. PROVIDER certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

8. INDEMNIFICATION

Subject to the statutory duties of the Texas Attorney General and to the fullest extent provided by Texas law, PROVIDER shall indemnify and hold harmless A&M System, Members, and their regents, employees and agents (collectively, the "A&M System Indemnitees") from and against third-party claims, damages, liabilities, expense or loss asserted against A&M System Indemnitees arising out of the negligent acts, willful errors or omissions of PROVIDER or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such liability, loss or damage arises from an A&M System Indemnitee's negligence or willful misconduct.

9. INSURANCE

Insurance requirements as stated within Exhibit C, attached hereto.

10. MISCELLANEOUS

- A. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both parties. In the event of a conflict between the terms of this Agreement and any other documents constituting part of this Agreement, the terms of this Agreement shall control.
- B. **Authority to Contract.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.
- C. **Representations & Warranties.** If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER.
- D. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee,

partnership, agency, or joint venture relationship is created by this Agreement or by PROVIDER's Service to Members. Except as specifically required under the terms of this Agreement, PROVIDER (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of A&M SYSTEM or Members. As an independent contractor, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. PROVIDER and its employees shall observe and abide by all applicable A&M SYSTEM and Members policies, regulations, rules and procedures, including those applicable to conduct on its premises.

- E. **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in writing in advance upon any public announcements, or communications to the media regarding this Agreement or the Services to be provided pursuant to this Agreement.
- F. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of A&M SYSTEM or Members.
- G. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.
- H. **Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.
- I. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

- J. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. 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
E-mail: jzimmermann@tamus.edu

PROVIDER: Halff Associates, Inc.
14800 St. Mary's Lane, Suite 160
Houston, TX 77079
Attention: Michael Barbier
Phone: 713-588-2449
Email: mbarbier@halff.com

With a copy to:
Halff Associates, Inc.
Attn: Legal Department
1201 N. Bowser Rd.
Richardson, TX 75081
Email: LegalHelp@halff.com

- K. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, 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.
- L. **Venue.** Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against A&M SYSTEM or Members is to be in the county in which the principal office of A&M SYSTEM's or Member's governing officer is located.
- M. **Non-Waiver.** A&M SYSTEM and Members are an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. PROVIDER expressly acknowledges that A&M SYSTEM and Members are an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by A&M SYSTEM and Members of their right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of A&M SYSTEM and Members.

- N. **Dispute Resolution.** To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by A&M SYSTEM, Members 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 the Contracts Officer of A&M SYSTEM or the applicable Member, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Agreement waives A&M SYSTEM's or Member's sovereign immunity to suit or liability, and A&M SYSTEM and Members have not waived their right to seek redress in the courts.
- O. **Public Information Act.** PROVIDER acknowledges that A&M SYSTEM and Members are obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon A&M SYSTEM's and Member's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M SYSTEM or Members to A&M SYSTEM or Members in a non-proprietary format acceptable to A&M SYSTEM or Members that is accessible by the public. PROVIDER acknowledges that A&M SYSTEM and Members may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.
- P. **Certification Regarding Business with Certain Countries and Organizations.** PROVIDER represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code. PROVIDER acknowledges this Agreement may be terminated immediately if this certification is inaccurate.
- Q. **Certification Regarding Products from the Gaza Strip.** To the extent that PROVIDER is providing goods to a Member under this Agreement, PROVIDER represents and warrants that the goods are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.
- R. **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. Under Section 231.006, Texas Family Code, PROVIDER certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- S. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, PROVIDER agrees that any payments owing to

PROVIDER under this Agreement 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.

- T. **State Auditor's Office.** PROVIDER understands that acceptance of funds under this Agreement 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.
- U. **HUB Subcontracting Plan.** It is the policy of the state of Texas and A&M System to encourage the use of Historically Underutilized Businesses ("HUB") in our contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in A&M System contracting and purchasing. PROVIDER will use good faith efforts to subcontract work performed under this Agreement (if any subcontracting opportunities exist) in accordance with HUB Subcontracting Plan requirements. Furthermore, PROVIDER will comply with all of its duties and obligations under Section 20.285 of the Texas Administrative Code.
- If PROVIDER is awarded a project in connection with this Agreement, PROVIDER may be required to complete a separate, project-specific HSP form which identifies the subcontracting opportunities anticipated for the scope of work defined in that project and subcontractors anticipated to perform each subcontracting opportunity. PROVIDER shall contact the applicable Member HUB Program office for more information on the requirements for that specific project.
- V. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Chapter 2271, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel, and (b) it will not boycott Israel during the Term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- W. **Verification Regarding Discrimination Against Firearm Entities and Trade Associations.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- X. **Verification Regarding Boycotting Energy Companies.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.
- Y. **Loss of Funding.** Performance by A&M SYSTEM and Members under this Agreement 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, A&M SYSTEM and Members will issue written notice to PROVIDER and A&M

SYSTEM and Members may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of A&M SYSTEM and Members. Except for amounts paid or payable prior to termination, in the event of a termination or cancellation under this Section, A&M SYSTEM and Members will not be liable to PROVIDER for any damages that are caused or associated with such termination or cancellation.

- Z. **Prior Employment.** PROVIDER acknowledges that Section 2252.901, Texas Government Code, prohibits A&M SYSTEM and Members from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by A&M SYSTEM and Members during the twelve (12) month period immediately prior to the effective date of the Agreement. If PROVIDER is an individual, by signing this Agreement, PROVIDER represents and warrants that it is not a former or retired employee of A&M SYSTEM or Members that was employed by A&M SYSTEM or Members during the twelve (12) month period immediately prior to the effective date of the Agreement.
- AA. **Conflict of Interest.** PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System's Board of Regents, nor any officer of A&M SYSTEM or Members, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.
- BB. **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.
- CC. **Not Eligible for Rehire.** PROVIDER is responsible for ensuring that its employees involved in any work being performed for A&M SYSTEM or Members under this Agreement have not been designated as "Not Eligible for Rehire" as defined in System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 ("NEFR Employee"). In the event A&M SYSTEM or Member becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, A&M SYSTEM or Member will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by A&M SYSTEM or Member.
- DD. **Campus Secure Areas; Research Activities; Confidentiality.** Only applicable to the extent A&M SYSTEM enters into an Order Form for the RELLIS Campus, the parties acknowledge that activities at the RELLIS Campus involve the conduct of research, which may be highly sensitive in nature. The parties agree that PROVIDER's access to the RELLIS Campus (including access by its employees, agents, and subcontractors) shall be restricted to the locations and purposes described herein, or otherwise authorized by A&M System. The parties agree that all research and testing information and activities ("Research Activities") conducted or accessed on the RELLIS Campus shall be considered Confidential Information (as defined herein) belonging to the A&M System or the individual researcher or licensee conducting the Research Activities. PROVIDER agrees that it (including its employees, agents, and subcontractors) shall comply with any security processes and procedures communicated to PROVIDER before or during PROVIDER's access to the RELLIS Campus, and shall not attempt to access the Research Activities at the RELLIS

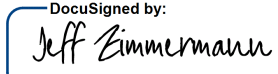
Campus. In the event that PROVIDER (including its employees, agents, and subcontractors) should view, receive, hear, observe, or access Research Activities of any entity at the RELLIS Campus (whether from air space, office, hangar, common area, electronically, or by any other means), PROVIDER (including its employees, agents, and subcontractors) shall treat all such information as Confidential Information and shall use reasonable care to protect the Confidential Information from disclosure and not disclose, copy, photograph, record, retain, use or discuss any such Confidential Information. For purposes of this section, Confidential Information means any information not publicly known or available, including, but not limited to, sensitive, proprietary or other non-public information, or trade secrets, written or oral, whether or not it is marked as such, that is disclosed or made available to the receiving party, directly or indirectly, through any means of communication or observation. PROVIDER is responsible for ensuring compliance of its employees, agents and subcontractors with this section.

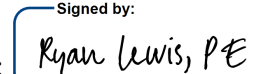
(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

The Texas A&M University System

Halff Associates, Inc.

By: 
DocuSigned by:
E2BE2924E69547F...

By: 
Signed by:
54FD5B0DC421416...

Name: Jeff Zimmermann

Name: Ryan Lewis, PE

Title: Executive Director, Procurement Services

Title: Vice President

Date: 3/18/2025

Date: 3/18/2025