

**TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT**

Order Date
12/05/2024

200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

TEXAS A&M FOREST SERVICE
FIAD--PURCHASING
200 TECHNOLOGY WAY, SUITE 1151
COLLEGE STATION TX 77845-3424

TEXAS A&M FOREST SERVICE
FIAD--PURCHASING
200 TECHNOLOGY WAY, SUITE 1151
COLLEGE STATION TX 77845-3424

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED
PAYMENT WILL BE DELAYED.

CEC

Terms:

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT

PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

VENDOR

PURCHASE ORDER
TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT

Order Date
12/05/2024

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200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

Purchase Order No.	(Include this number on all correspondence and packages)
P500193	

VENDOR GUARANTEES
MERCHANDISE DELIVERED ON
THIS ORDER WILL MEET OR
EXCEED SPECIFICATIONS IN
THE BID INVITATION.

VENDOR
14633684050 ATLAS NATIONAL REVOVATIONS LLC 720 E PARK BLVD STE 202 PLANO, TX 75074-8803

ALL TERMS AND
CONDITIONS SET
FORTH IN OUR BID
INVITATION BECOME
A PART OF THIS
ORDER.

INVOICE TO:
TEXAS A&M FOREST SERVICE FIAD--PURCHASING 200 TECHNOLOGY WAY, SUITE 1151 COLLEGE STATION TX 77845-3424
SHIP TO:
TEXAS A&M FOREST SERVICE FIAD--PURCHASING 200 TECHNOLOGY WAY, SUITE 1151 COLLEGE STATION TX 77845-3424

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED
BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT **PRIOR** TO SHIPPING.

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED
PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
CEC	VENDOR REF: DANIEL MULHERN #(940)303-9969				

Texas A&M Forest Service cannot accept collect freight shipments.

FOB: DESTINATION FRT INCLUDED

Terms:

FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions nor cancellations permitted without prior approval of Purchasing Department.

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE
DEPARTMENT RECEIVING ROOM BY

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309 (4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State of Texas shall prevail.

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT

PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

**THE TEXAS A&M UNIVERSITY SYSTEM
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT ("Agreement") is made this 28 day of October, 2024 between ATLAS National Renovations, LLC, hereinafter called the "Contractor," and the Board of Regents of The Texas A&M University System, for the use of the Texas A&M Forest Service, hereinafter called the "Owner." Capitalized terms used in this Agreement, unless otherwise defined herein, shall have the meanings ascribed to them in the Owner's current Uniform General Conditions (UGC).

WHEREAS, Owner entered into a construction contract with J.C. Lewis Construction LLC on November 29, 2022 to construct an office building in Hudson Texas for the use and benefit of the Texas A&M Forest Service ("Building"), a member of The Texas A&M University System; and,

WHEREAS, J.C. Lewis Construction LLC partially constructed the Building, and on December 22, 2023, ceased performance of the construction and abandoned the Project; and,

WHEREAS, Contractor has inspected the current condition of the Building and certifies it can complete construction of the Project in accordance with the terms and conditions of this Agreement and its attachments for the consideration described herein; and,

WHEREAS, notwithstanding any provisions in this Agreement or the Contract Documents (as hereinafter described) to the contrary, Owner and Contractor agree that Contractor's responsibilities for "Latent Defects" on the Project will be limited by Article VIII herein.

WITNESSETH, that the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

Subject to the limitations as set forth in Article VIII of this Agreement:

**ARTICLE I
SCOPE OF WORK**

The Contractor shall furnish all the materials and perform all the Work called for in the Contract Documents entitled:

- TFS Hudson Office Building construction drawings, 94 pages, prepared by Thoughtbarn LLC, attached hereto, and labeled as Attachment A
- TFS Hudson Office Building Specifications, 569 pages, dated October 8, 2021, attached hereto, and labeled as Attachment B.

ARTICLE II TIME OF COMPLETION

The Contractor shall begin Work on the date indicated in the Notice to Proceed to be issued by the Owner. Subject to the provisions of Article VIII of this Agreement: The Work to be performed under the Contract shall be substantially completed by 180 consecutive calendar days plus any extended days approved by the Owner, in accordance with the UGC, and shall be fully and finally completed within thirty (30) days thereafter. For each consecutive calendar day after the date of Substantial Completion, plus any extensions of time granted by Change Order, that the Work is not substantially completed, Contractor shall pay to Owner liquidated damages in accordance with the UGC.

ARTICLE III THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, the sum of One Million Five Hundred Seventy-Nine Thousand Seven Hundred ten Dollars and No Cents (\$1,579,710.00).

ARTICLE IV PROGRESS PAYMENTS

The Owner shall make periodic payments as approved by the Owner in accordance with the UGC.

ARTICLE V ACCEPTANCE AND FINAL PAYMENT

Final payment shall be made after final acceptance of the Work, provided the Work is fully completed and the Contract fully performed as provided in the UGC.

ARTICLE VI LIENS

No mechanic, contractor, subcontractor, supplier or other person can or will contract for or in any manner have or acquire any lien upon the buildings or works covered by the Contract, or the land upon which the same is situated.

ARTICLE VII THE CONTRACT DOCUMENTS

The UGC, the Special Conditions, the Specifications, the Drawings, the Addenda issued prior to this Agreement, the Change Orders issued after this Agreement, the Historically Underutilized Business (HUB) Subcontracting Plan, this Agreement, and, to the extent not inconsistent with the foregoing documents, the Contractor's Technical Proposal (including any

unit prices stated therein), form the "Contract Documents". This Agreement supersedes all prior agreements, written or oral, between the Contractor and the Owner and shall constitute the entire agreement and understanding between the parties with respect to the Project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of the Owner and the Contractor.

ARTICLE VIII LATENT DEFECTS

Notwithstanding any provision in this Agreement or the Contract Documents to the contrary, Contractor does not warrant and is not responsible for any Latent Defects at the Project with a cumulative cost to correct of over \$35,000 (in Contractor's sole but reasonable judgment) and if any such Latent Defects are discovered at the Project, Contractor shall not be required to remediate, mitigate, correct or otherwise provide any materials, labor or contractors for any Work regarding the Latent Defects, and the deadlines set forth in Article II of this Agreement will be extended, until Change Orders are completed and signed by Owner regarding such Latent Defects (regardless of cumulative cost to correct) and Contractor has been fully and timely paid by Owner according to such Change Orders.

"Latent Defect" shall mean a hidden or concealed defect or problem in construction at the Project that was not discovered or could not be discovered by a reasonable and customary visual observation or inspection without forensic testing or examination.

ARTICLE IX MISCELLANEOUS PROVISIONS

Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, its duties and/or the fees due to Contractor may not be assigned or delegated to a third party.

Child Support Certification. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which 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 a contract to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Family Code requires the following statement: "Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

Eligibility Certification. A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract

is based. The Government Code requires the following statement: "Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Franchise Tax Certification. If Contractor is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Contractor certifies that it is not currently delinquent in the payment of any franchise taxes or that Contractor is exempt from the payment of franchise taxes.

Payment of Debt or Delinquency to the State. Pursuant to Section 2252.903, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full. "Debt or delinquency" means a debt, tax delinquency, student loan delinquency, or child support delinquency that results in a payment law prohibiting the comptroller from issuing a warrant or initiating an electronic funds transfer.

Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire agreement and understanding between the parties with respect to the Project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Governing Law and Venue. This Agreement is construed under and in accordance with the laws of the State of Texas, and is performable in the county in which the Project is located; however, mandatory venue for all legal proceedings against Owner is to be in the county in which the primary office of the chief executive officer is located.

Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of this Agreement.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

Records Availability and Retention. Records of Contractor's costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for four (4) years after final Payment or abandonment of the Project, unless Owner otherwise instructs Contractor in writing.

Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

Illegal Dumping. Contractor shall ensure that it and all of its Subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, *Texas Health and Safety Code*, Chapter 365.

Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given : (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) **on the date sent by email transmission with electronic confirmation of receipt by the party being notified**, or (d) on the date of delivery if delivered personally. Such notices of claims or disputes or other legal notices required by this Agreement shall be sent to the persons and at the locations set forth below. The Parties may change their respective notice address by sending to the other party a notice of new address.

Names and Addresses for Notices:

If to Owner:

Travis Zamzow, Associate Director for Finance and Administration
Texas A&M Forest Service
200 Technology Way, Suite 1120
College Station, Texas 77845

With Copies to:

Terry Smith, Purchasing Department Head
Texas A&M Forest Service
200 Technology Way, Suite 1120
College Station, Texas 77845

If to Contractor:

Keith Carper
Atlas National Renovations
720 E Park Boulevard, Suite 202
Plano, TX, 75074
dannullhem@anrenovations.com

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

Party Representatives

The Owner's Designated Representative authorized to act in the Owner's behalf with respect to the Project is:

Trent Burford
Texas A&M AgriLife, Facilities and Construction
2147 TAMUS
College Station, TX 77843-2147

The Contractor's designated representative authorized to act on the Contractor's behalf and bind the Contractor with respect to the Project is:

Keith Carper
Atlas National Renovations
720 E Park Boulevard, Suite 202
Plano, TX, 75074
danmulhem@anrenovations.com

The parties may make reasonable changes in their designated representatives upon advance written notice to the other party and in accordance with Notices section above.

Public Information. Contractor acknowledges that Owner is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

Upon Owner's written request, Contractor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System to Owner in a non-proprietary format acceptable to Owner.

Contractor acknowledges that Owner **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*.

In accordance with Section 552.372 of the Texas Government Code, Contractor agrees to (1) preserve all contracting information related to this project as provided by the records retention requirements applicable to the Owner for the duration of the contract, (2) promptly provide to the Owner any contracting information related to the contract that is in the custody or possession of the Contractor on request of the Owner, and (3) on termination or expiration of the contract, either provide at no cost to the Owner all contracting information related to the contract that is in the custody or possession of the Contractor or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Owner. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the

contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

Representations and Warranties. If Contractor is a business entity, Contractor 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 Contractor has been duly authorized to act for and bind Contractor.

Prohibition On Contracts with Companies Boycotting Israel. To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, Contractor verifies that: (1) it does not currently boycott Israel; and (2) it will not boycott Israel during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Contractor represents and warrants that the goods it provides to Owner under this Agreement, if any, are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.

Certification Regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Prohibition on Contracts Related to Persons Involved in Human Trafficking. Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Not Eligible for Rehire. Contractor is responsible for ensuring that its employees involved in any work being performed for Owner 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 Owner becomes aware that Contractor has a NEFR Employee involved in any work being performed under this Agreement, Owner 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 Owner.

Disclosure of Interested Parties. By signature hereon, Contractor certifies that, if the value of this agreement exceeds \$1 Million, it has complied with Section 2252.908 of the Texas Government Code and Part I Texas Administrative Code Sections 46.1 through 46.3 as implemented by the Texas Ethics Commission (TEC), if applicable, and has provided the Owner with a fully executed TEC Form 1295, certified by the TEC and signed and notarized by the Contractor.

Domestic Iron and Steel Certification. Pursuant to Sections 2252.201-2252.205 of the Government Code, Service Provider certifies that it is in compliance with the requirement that any iron or steel product produced through a manufacturing process and used in the project is produced in the United States.

Contractor Verification Regarding Discrimination Against Firearm Entities or Trade Associations. To the extent that Section 2274.002, Texas Government Code applies to this Agreement, Contractor 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) it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

Verification Regarding Boycotting Energy Companies. To the extent that Section 2276.002, Texas Government Code applies to this Agreement, Contractor verifies that: (1) it does not boycott energy companies; and (2) it will not boycott energy companies during the term of this Agreement.

In accordance with Section 2155.4441 of the Texas Government Code, Contractor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Contractor certifies that the individual or business entity named in this Contractor or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Compensations for Preparing Bid Specifications. A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The Texas Government Code requires the following statement: "Under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

Non-Waiver Privileges and Immunities. Owner is 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. Contractor expressly acknowledges that Owner is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Owner of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of Owner.

Conflict of Interest. By executing this Agreement, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party hereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The Texas A&M University System or The Texas A&M University System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The Texas A&M University System or its members, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:

BOARD OF REGENTS OF THE TEXAS
A&M UNIVERSITY SYSTEM

By NS Davis
Director
Texas A&M Forest Service

Date 10/25/24

CONTRACTOR:

By [Signature]
(Signature)
Keith L. Casper
(Print or Type Name)

Date 10/28/24

APPROVAL RECOMMENDED:

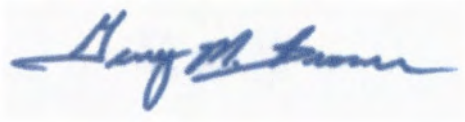
[Signature]
Associate Agency Director
Texas A&M Forest Service

Date 10/25/24

Name(s) of individual(s), sole proprietors,
partner(s), shareholder(s) or owner(s) with
an ownership interest of at least 25% of the
business entity executing this Contract.

Name: Dan Mulhern

APPROVED AS TO FORM:



Assistant General Counsel

Date 10-25-24

Name: Keith Carper

Name: _____

Name: _____

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF Angelina KNOW ALL MEN BY THESE PRESENTS

That we, ATLAS National Renovations, LLC, as Principal, and SureTec Insurance Company, as Surety, are hereby held and firmly bound unto the State of Texas in the penal sum of: One Million Five Hundred Seventy-nine Thousand Seven Hundred Ten and No/100 Dollars (\$1,579,710.00) for the payment whereof, the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal entered into a certain contract (the "Contract"), which Contract is incorporated into this Performance Bond by this reference, with the State of Texas acting by and through the Board of Regents of The Texas A&M University System, as Obligee, dated 10/31/2024 for the Office Building, Texas A&M Forest Service, Hudson, Texas, Project No. 818021

NOW, THEREFORE, if the Principal shall faithfully perform the Contract in accordance with the Contract Documents, including any warranties, and shall fully indemnify, and save harmless the State of Texas from all costs and damage that the State of Texas may suffer by reason of the Principal's default or failure to perform and shall fully reimburse and repay the State of Texas all outlay and expense that the State of Texas may incur in making good any such default or failure to perform, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In the event the Principal is declared in default under the Contract, Surety will, within fifteen (15) days of the determination of such default, take over and assume responsibility for completion of such Contract and become entitled to the payment of the balance of the Contract Price, or the Surety shall make other arrangements satisfactory to the Obligee for the completion of the defaulted Work. Conditioned upon the Surety's faithful performance of its obligations, the Surety's liability shall not exceed the penalty of this Bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed under the Contract or to the Specifications accompanying the same shall in any manner affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

The Surety agrees to pay to the State of Texas upon demand all loss and expenses, including attorney's fees and court costs, incurred by the State of Texas by reason of or on account of any breach of this obligation by the Surety.

This Bond is issued pursuant to the requirements of Section 2253.021, Texas Government Code, as amended.

IN WITNESS WHEREOF, the Principal and Surety have executed and sealed this instrument this 27th day of November, 2024.

ATLAS National Renovations, LLC, Principal

(PRINCIPAL'S SEAL if a corporation)

By: Name: Danielle Mulhern

Title: DANIELLE MULHERN MANAGING PARTNER

SureTec Insurance Company Surety

(SURETY'S SEAL)

By: Felix Navejar

Name: Felix Navejar
Attorney-in-Fact

** Performance Bond not required on projects of \$100,000 or less; only required on projects totaling > \$100,000.



PAYMENT BOND

STATE OF TEXAS

COUNTY OF Angelina KNOW ALL MEN BY THESE PRESENTS

That we, ATLAS National Renovations, LLC, as Principal, and SureTec Insurance Company, as Surety, are hereby held and firmly bound unto the State of Texas in the penal sum of: One Million Five Hundred Seventy-nine Thousand Seven Hundred Ten and No/100 Dollars (\$1,579,710.00) for the payment whereof, the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally firmly by these presents.

The conditions of this obligation are such that, whereas the Principal entered into a certain contract (the "Contract"), which Contract is incorporated into this Payment Bond by this reference, with the State of Texas acting by and through the Board of Regents of The Texas A&M University System, as Oblige, dated 10/31/2024 for the Office Building, Texas A&M Forest Service, Hudson, Texas Project No. 818021

NOW, THEREFORE, if the Principal shall promptly make payments to all claimants, as defined in Chapter 2253, Texas Government Code, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This Bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the Work provided for in said Contract, and all such claimants shall have a direct right of action under the Bond as provided in Chapter 2253, Texas Government Code.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed under the Contract.

The Surety agrees to pay the State of Texas upon demand all loss and expense, including attorney's fees and court costs, incurred by the State of Texas by reason of or on account of any breach of this obligation by the Surety.

IN WITNESS WHEREOF, the Principal and Surety have duly signed and sealed this instrument this 27th day of November, 2024.

ATLAS National Renovations, LLC, Principal

By: 

Name: DANIEL MULHERN

Title: MANAGING PARTNER

(PRINCIPAL'S SEAL)
if a corporation)

SureTec Insurance Company, Surety

By: 

Name: Felix Navejar
Attorney-in-Fact

(SURETY'S SEAL)



**** Payment Bond not required on projects of \$25,000 or less; only required on projects totaling >\$25,000.**

SureTec Insurance Company

IMPORTANT NOTICE Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll-free telephone number for information or to make a complaint or file a claim at 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 148104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Clem F. Lesch, Eric Leach, Melissa Lesch, Felix Navejar

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Ten Million and 00/100 Dollars (\$10,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 20th day of August, A.D. 2024.

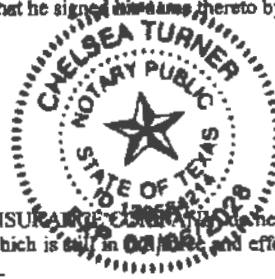
SURETEC INSURANCE COMPANY

By: 
Michael C. Keimig, President



State of Texas 58:
County of Harris

On this 20th day of August, A.D. 2024 before me personally came Michael C. Keimig, to me known, who, being; by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Chelsea Turner, Notary Public
My commission expires July 6, 2028

I, M. Brent Beatty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 27th day of November, 2024, A.D.


M. Brent Beatty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221028
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 6:00 pm CST.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Atlas National Renovations, LLC
Plano, TX United States

Certificate Number:
2024-1231286

Date Filed:
10/25/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Texas Forest Service, Texas A&M University System

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

CO-25-046
Interior and exterior finish out services.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Carper, Keith	Plano, TX United States	X	
	Mulhern, Dan	Plano, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Keith Carper and my date of birth is 03/15/1965

My address is 1405 Wind Elm Court Allen TX 75002 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Collin County, State of Texas on the 25 day of October 2024
(month) (year)

Keith Carper
Signature of authorized agent of contracting business entity
(Declarant)



Vendor Verify Report

Searched By: Terry Smith

Search String: ATLAS National Renovation

Search Date: 10/25/2024 11:45:40 AM

Number of Results: 0

Source Name	URL	Source ID	Count
Texas Comptroller Vendor Hold	https://fmcpa.cpa.state.tx.us/tpis/servlet/TPISReports	1	0
Federal Excluded Parties	https://sam.gov/data-services/Exclusions/Public%20V2?privacy=Public	2	0
Debarred Vendor List	https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php	3	0
Divestment Statute Lists: Companies that Boycott Israel	https://comptroller.texas.gov/purchasing/docs/anti-bds.xlsx	4	0
Divestment Statute Lists: Designated Foreign Terrorist Organizations	https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.xlsx	5	0
Divestment Statute Lists: Scrutinized Companies with ties to Iran	https://comptroller.texas.gov/purchasing/docs/iran-list.xlsx	6	0
Divestment Statute Lists: Financial Companies that Boycott Energy Companies	https://comptroller.texas.gov/purchasing/docs/divest-energy.xlsx	7	0
Texas Comptroller Vendor Hold	https://fmxc.cpa.texas.gov/fmx/payment/	8	0
Divestment Statute Lists: Scrutinized Companies with ties to Sudan	https://comptroller.texas.gov/purchasing/docs/sudan-list.xlsx	11	0

Source Name	URL	Source ID	Count
Divestment Statute Lists: Scrutinized Companies with ties to Foreign Terrorist Organizations	https://comptroller.texas.gov/purchasing/docs/fto-list.xlsx	12	0