

RECEIVING

PURCHASE ORDER

TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

 Order Date
04/23/2025

Page 01

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)
P500309	

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

VENDOR
17426625970 QUAD-TEX CONSTRUCTION INC 11069 N DOWLING RD COLLEGE STATION, TX 77845-8539

 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 FRP--PLANNING & PREPAREDNESS 200 TECHNOLOGY WAY, SUITE 1162 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
1	USER REF: 000000-TMC Turnkey Lump Sum Construction Cost of TFS State Dispatch completion. (per attached contract, drawings and specifications) ***** NET 30 ***** NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT. PURCHASE OF CONSTRUCTION COMPLETION OF THE TEXAS A&M FOREST SERVICE'S, STATE DISPATCH CENTER LOCATED AT 200 TECHNOLOGY WAY, COLLEGE STATION TX. SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH: * ATTACHED CONTRACT, DATED APRIL 9, 2025 * UNIFORM GENERAL CONDITIONS * CONTRACT DOCUMENTS (DRAWING AND PLANS) ENTITLED: BRW PROJECT NO. 224156.00, DATED MARCH 11, 2025 * CONTRACTOR'S CHOICE PARTNER'S JOC 21/039MR-11 POINTS OF CONTACT: TX A&M AGRILIFE (PRIMARY) TRENT BURFORD 578 JOHN KIMBROUGH BLVD., RM. 553 COLLEGE STATION, TX 77843	1	JOB	293,300.000	293,300.00
	TOTAL				293,300.00

CEC

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

RECEIVING

PURCHASE ORDER

TEXAS A&M FOREST SERVICE

PURCHASING DEPARTMENT

 Order Date
04/23/2025

Page 02

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)
P500309	

 VENDOR GUARANTEES
MERCHANDISE DELIVERED ON
THIS ORDER WILL MEET OR
EXCEED SPECIFICATIONS IN
THE BID INVITATION.
INVOICE TO:
 TEXAS A&M FOREST SERVICE
FIAD--PURCHASING
200 TECHNOLOGY WAY, SUITE 1151
COLLEGE STATION TX 77845-3424

VENDOR
17426625970 QUAD-TEX CONSTRUCTION INC 11069 N DOWLING RD COLLEGE STATION, TX 77845-8539

 ALL TERMS AND
CONDITIONS SET
FORTH IN OUR BID
INVITATION BECOME
A PART OF THIS
ORDER.
SHIP TO:
 TEXAS A&M FOREST SERVICE
FRP--PLANNING & PREPAREDNESS
200 TECHNOLOGY WAY, SUITE 1162
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
	(979) 314-5865 TRENT.BURFORD@AG.TAMU.EDU TX A&M FOREST SERVICE (SECONDARY): TERRY SMITH 200 TECHNOLOGY WAY, STE. 1151 COLLEGE STATION, TX (979) 458-7380 TSMITH@TFS.TAMU.EDU QUAD-TEX CONSTRUCTION, INC DOUG CHMELAR 11069 N. DOWLING RD. COLLEGE STATION, TX 77845 (979) 412-4015 DOUG@QUADTEX.NET VENDOR QUOTE: 224156.00 VENDOR REF: DOUG CHMELAR #979-774-9341 Purchase made by an Institution of Higher Education, Section 51.9335 Education Code. CC FY ACCOUNT NO. DEPT. -- ---- ----- ----- 11 2025 818031-00000-8710 FIAD DOCUMENT DATE: 04/23/2025 DEPT.CONTACT: CHARLES CAVANAUGH PHONE NO.: 979-458-7380 PCC CD: 9 TYPE FUND: TYPE ORDER:			293,300.00	

CEC

CEC

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



Quad-Tex Construction, Inc.

11069 N. Dowling Rd.
College Station, TX 77845

Office: 979-774-9341
office@quadtex.net

April 8, 2025

Mr. Trent Burford
TAMU – AgriLife
College Station, TX

Project: Forestry Dispatch
Choice Partners JOC 21/039MR-11

Scope of Work: Base Bid \$293,300.00

- Provide labor, materials, equipment, and supervision to complete the plans by BRW Architects dated March 13, 2025 with the following clarifications:
- Work to be performed during normal business hours
- Proposal is valid for 30 days
- Performance and Payment Bonds included
- \$10,000 Fire Alarm allowance included

Exclusions:

- Hazmat testing, abatement, air monitoring
- Door hardware cores and keys
- Design and engineering
- Blinds
- Monitors/TVs and mounts
- A/V
- Providing and installing furniture and cubicles
- HVAC Controls

We look forward to working with you on this project.

Doug Chmelar
Quad-Tex Construction, Inc.

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

THIS AGREEMENT is made this 9th day of April, 2025 between Quad-Tex Construction, Inc., hereinafter called the "Contractor," and the Board of Regents of The Texas A&M University System for the benefit of 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).

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

**ARTICLE I
SCOPE OF WORK**

The Contractor shall furnish all the materials and perform all the Work called for in the Contract Documents entitled: BRW project no. 224156.00, dated March 11, 2025
Prepared by: Brown Reynold Watford Architects, Inc.

**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. The Work to be performed under the Contract shall be substantially completed by **120 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 Two Hundred Ninety-Three Thousand Three Hundred Dollars (\$293,300). Reference scope, pricing and exclusions on attached Quad-Tex proposal, Dated April 8, 2025.

Contract Award Amount:

	Amount in Dollars	Number of Days
Total Contract	\$293,300.00	120 days

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 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
Texas A&M Forest Service
200 Technology Way, Suite 1120
College Station, TX 77845

With Copies to:

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

If to Contractor:

Doug Chmelar
Quad-Tex Construction, Inc.
11069 N. Dowling Rd.
College Station, TX 77845

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:

Doug Chmelar
Quad-Tex Construction, Inc.
11069 N. Dowling Rd.
College Station, TX 77845

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 1 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



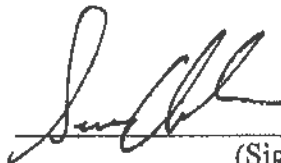
(Signature)

Al Davis
Director
Texas A&M Forest Service

Date: 4/09/2025

CONTRACTOR:

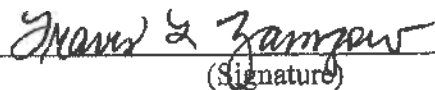
Quad-Tex Construction, Inc.



(Signature)

Name: Susan Chmelar
Title: President
Date: 8/9/25

APPROVAL RECOMMENDED:



(Signature)

Travis Zamzow
Associate Director for Finance,
Texas A&M Forest Service

Date: 04/09/2025

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: Susan Chmelar President

Name: George Chmelar Vice President

Name: _____

Name: _____

Bond# HSHNSU0869048

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF BRAZOS

KNOW ALL MEN BY THESE PRESENTS

That we, Quad-Tex Construction, Inc., as Principal, and Harco National Insurance Company, as Surety, are hereby held and firmly bound unto the State of Texas in the penal sum of: Two Hundred Ninety-three Thousand Three Hundred Dollars & 00/100 Dollars (\$ 293,300.00) 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 April 9, 2025 for the Agrilife Forestry Dispatch Headquarters, Project No. CO-25-151

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 9th day of April, 2025.

Quad-Tex Construction, Inc., Principal

(PRINCIPAL'S SEAL if a corporation)

By: [Signature]
Name: Susan Chmelar
Title: President

Harco National Insurance Company, Surety

(SURETY'S SEAL)

By: [Signature]
Name: Jennifer J. Biehle
Attorney-in-Fact

PAYMENT BOND

STATE OF TEXAS

COUNTY OF BRAZOS

KNOW ALL MEN BY THESE PRESENTS

That we, Quad-Tex Construction, Inc., as Principal, and Harco National Insurance Company, as Surety, are hereby held and firmly bound unto the State of Texas in the penal sum of: Two Hundred Ninety-three Thousand Three Hundred Dollars & 00/100 Dollars (\$ 293,300.00) 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 April 9, 2025 for the Agrilife Forestry Dispatch Headquarters Project No. CO-25-151.

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 9th day of April, 2025.

Quad-Tex Construction, Inc., Principal

(PRINCIPAL'S SEAL)
if a corporation)

By: [Signature]
Name: Susan Chmela
Title: President

Harco National Insurance Company, Surety

(SURETY'S SEAL)

By: [Signature]
Name: Jennifer J. Biehle
Attorney-in-Fact

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # HSHNSU0869048

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

GARY A. NITSCHKE, NINA K. SMITH, KENNETH NITSCHKE, ROBERT K. NITSCHKE, CRAIG T. PARKER, ROBERT JAMES NITSCHKE, JENNIFER J. BIEHLE

Giddings, TX

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2024



STATE OF NEW JERSEY
County of Essex

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2024, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 09, 2025

Irene Martins, Assistant Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact Harco National Insurance Company at:

1-800-333-4167

You may also write to: Harco National Insurance Company c/o IAT Surety at:

**Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

**P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su Harco National Insurance Company at:

1-800-333-4167

Usted tambien puede escribir a Harco National Insurance Company c/o IAT Surety at:

**Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

**P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA:

Este avlso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



HUB Subcontracting Plan (HSP)

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: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.285(d)(1)(D)(III), 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 statewide HUB goal or the agency specific HUB goal, whichever is higher. 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 with which the respondent does not have a continuous contract* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

For questions related to HSP contact:

Nick Galetka
HUB Coordinator
Email: nick.galetka@ag.tamu.edu
Phone #: 979-314-5848

Agency Goals for Texas A&M AgriLife Research for FY 2025:

Heavy Construction: 11.2%
Building Construction: 21.1%
Special Trade Construction: 32.9%
Professional Services : 23.7%
Other Services: 26.0%
Commodities: 21.1%

The Agency has identified the following areas for subcontracting: (Note that subcontracting is not just labor but includes purchase of materials):

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Quad-Tex Construction State of Texas VID #: 74-2662597
Point of Contact: Tracy Ash Phone #: 979-774-9341
E-mail Address: Office@quadtex.net Fax #: NA
- b. Is your company a State of Texas certified HUB? ☒ - Yes ☐ - No
- c. Requisition #: 24-0066 Bid Open Date: 4/8/2025
(mm/dd/yyyy)

Enter your company's name here: Quad-Tex Construction, Inc.

Requisition #: 24-0066

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 (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Dumpster	0 %	0 %	1 %
2	Demolition	0 %	0 %	25 %
3	Drywall/Paint/Acoustical Ceiling	0 %	0 %	0 %
4	Millwork	0 %	0 %	1 %
5	Glass & Glazing	0 %	0 %	1 %
6	Door, Frame, Hardware	0 %	0 %	5 %
7	Flooring	5 %	0 %	0 %
8	Signage	0 %	0 %	1 %
9	Fire Sprinkler	0 %	0 %	2 %
10	HVAC	0 %	0 %	1 %
11	Electrical	31 %	0 %	0 %
12	Fire Alarm	0 %	0 %	0 %
13	Data	0 %	0 %	7 %
14	Plumbing	0 %	0 %	1 %
15	Final Clean	0 %	0 %	1 %
Aggregate percentages of the contract expected to be subcontracted:		36 %	0 %	46 %

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

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 with Texas certified HUBs with which you do not have a continuous contract* in place with for more than five (5) years, 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.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Quad-Tex Construction, Inc.

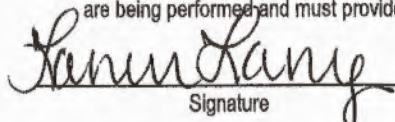
Requisition #: 24-0066

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 monthly 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://www.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

Lauren Lang

Printed Name

ADMIN

Title

4/8/2025

Date
(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or 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.

Rev. 2/17

Requisition #: 24-0066

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Item Number: 1 Description: Dumpster

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://mycna.cpa.state.tx.us/tpasscmblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

[illegible]

Page 1 of 1
(Attachment A)

Rev. 2/17

Requisition #: 24-0066

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Item Number: 2 Description: Demolition

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://mvp.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

[illegible]

Page 1 of 1
(Attachment A)

Rev. 2/17

Requisition #: 24-0066

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Item Number: 3 Description: Drywall/Paint/Acoustical Ceiling

[illegible]Page 1 of 1
(Attachment A)

Rev. 2/17

Requisition #: 24-0066

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Item Number: 4 Description: Millwork

[illegible]

Page 1 of 1
(Attachment A)

HSP Good Faith Effort - Method A (Attachment A)

Rev. 2/17

Enter your company's name here: Quad-Tex Construction, Inc.

Requisition #: 24-0066

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://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.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: 5 Description: Glass & Glazing

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://mvcna.cpa.state.tx.us/tpasscmblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
Floyd's Glass	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	74-1795760	\$ 2,400	1 %
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

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.

Rev. 2/17

Requisition #: 24-0066

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Item Number: 6 Description: Door, Frame, Hardware

[illegible]Page 1 of 1
(Attachment A)

Rev. 2/17

Requisition #: 24-0066

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Item Number: 7 Description: Flooring

[illegible]

Page 1 of 1
(Attachment A)

Rev. 2/17

Requisition #: 24-0066

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Item Number: 8 Description: Signage

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://mycna.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

[illegible]

Page 1 of 1
(Attachment A)

Rev. 2/17

Requisition #: 24-0066

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Item Number: 9 Description: Fire Sprinkler

[illegible]

Page 1 of 1
(Attachment A)

Rev. 2/17

Requisition #: 24-0066

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Item Number: 10 Description: HVAC

[illegible]Page 1 of 1
(Attachment A)

Rev. 2/17

Requisition #: 24-0066

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Item Number: 11 Description: Electrical

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://mycna.cna.state.tx.us/passcmblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

[illegible]Page 1 of 1
(Attachment A)

Rev. 2/17

Requisition #: 24-0066

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Item Number: 12 Description: Fire Alarm

[illegible]Page 1 of 1
(Attachment A)

Rev. 2/17

Requisition #: 24-0066

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Item Number: 13 Description: Data

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://mycna.cna.state.tx.us/tbasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

[illegible]Page 1 of 1
(Attachment A)

Rev. 2/17

Requisition #: 24-0066

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Item Number: 14 Description: Plumbing

[illegible]

Page 1 of 1
(Attachment A)

Rev. 2/17

Requisition #: 24-0066

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Item Number: 15 Description: Final Clean

[illegible]Page 1 of 1
(Attachment A)

ACORD™

Client#: 51238

QUADTEX

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/05/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Nitsche Group-LG 143 East Austin Giddings, TX 78942 979-542-3686	CONTACT NAME: Katherine Schneider	
	PHONE (A/C, No, Ext): 979-540-2281	FAX (A/C, No):
E-MAIL ADDRESS: KatherineS@theNitscheGroup.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Massachusetts Bay Insurance Company		22306
INSURER B: The Hanover Insurance Company		22292
INSURER C: Texas Mutual Insurance Company		22945
INSURER D: Allmerica Financial Benefit Ins Co		41840
INSURER E:		
INSURER F:		

INSURED
Quad-Tex Construction, Inc.
11069 N. Dowling Rd.
College Station, TX 77845

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		ZDDH36833504	09/16/2024	09/16/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		AWDH35959904	09/16/2024	09/16/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		UHDH36834104	09/16/2024	09/16/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	0001091595	09/16/2024	09/16/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Agrilife Forestry Dispatch Headquarters

As per policy provision, Certificate Holder is listed as additional insured in regard to the auto and general liability policies as provided by additional insured endorsement when required by written contract.

A waiver of subrogation endorsement is provided to the Certificate Holder in regard to the auto, general liability and workers compensation policies when required by written contract.

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Texas A&M Forest Service
 200 Technology Way, Suite 1151
 College Station, TX 77845

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R.J. Nitsche

© 1988-2015 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

As per policy provision the general liability policy contains an endorsement with Primary and Noncontributory wording.