

RECEIVING

PURCHASE ORDER
TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT

Order Date
12/10/2025

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)
P600176	

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

17422779460
JOERIS GENERAL CONTRACTOR LLC
823 ARION PKWY
SAN ANTONIO, TX 78216-2922

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

SHIP TO:

TEXAS A&M FOREST SERVICE
FREDERICKSBURG OFFICE
100 BUSINESS COURT
FREDERICKSBURG TX 78624

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
	USER REF: 000000-TMC				
1	TURNKEY LUMP SUM CONSTRUCTION COST OF TFS FREDERICKSBURG OFFICE AND SHOP BUILDING COMPLETION PER ATTACHED CONTRACT, DRAWINGS AND SPECIFICATIONS.	1	LOT	3226,198.000	3226,198.00
	***** 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, FREDERICKSBURG OFFICE AND SHOP. SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH ATTACHED CONTRACT AND ALL INCORPORATED DRAWINGS AND SPECIFICATIONS.				
	POINTS OF CONTACTS:				
	TEXAS A&M AGRILIFE (PRIMARY) TRENT BURFORD 578 JOHN KIMBROUGH BLVD., RM.553 COLLEGE STATION, TX 77843 (979)314-5865 TRENT.BURFORD@AG.TAMU.EDU				
	TEXAS A&M FOREST SERVICE (SECONDARY) TERRY SMITH 200 TECHNOLOGY WAY STE.1151				
				TOTAL	3226,198.00

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
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VENDOR
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 FREDERICKSBURG OFFICE
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 FREDERICKSBURG TX 78624

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Item	Description	Quantity	UOM	Unit Price	Ext Price																								
	COLLEGE STATION, TX 77845 (979) 458-7381 TSMITH@TFS.TAMU.EDU JOERIS GENERAL CONTRACTORS ATTN:BLAKE LAVENDER 823 ARION PARKWAY SAN ANTONIO TX 78216 (210) 494-1638 BLAVENDER@JOERIS.COM VENDOR QUOTE: RFP-26-005 VENDOR REF: BLAKE LAVENDER_#210-494-1638 Purchase made by an Institution of Higher Education, Section 51.9335 Education Code. <table> <tr> <td>CC</td><td>FY</td><td>ACCOUNT NO.</td><td>DEPT.</td><td></td><td></td></tr> <tr> <td>--</td><td>----</td><td>-----</td><td>-----</td><td></td><td></td></tr> <tr> <td>11</td><td>2026</td><td>818024-00000-8710</td><td>FIAD</td><td>1308,433.00</td><td></td></tr> <tr> <td>11</td><td>2026</td><td>818023-00000-8710</td><td>FIAD</td><td>1917,765.00</td><td></td></tr> </table> DOCUMENT DATE: 12/10/2025 DEPT.CONTACT: TERRY SMITH PHONE NO.: 979-458-7381 PCC CD: 9 TYPE FUND: TYPE ORDER:	CC	FY	ACCOUNT NO.	DEPT.			--	----	-----	-----			11	2026	818024-00000-8710	FIAD	1308,433.00		11	2026	818023-00000-8710	FIAD	1917,765.00					
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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 is made this ____ day of November, 2025 between Joeris General Contractors, 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).

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:

The Contractor shall furnish all the materials and perform all the Work called for in the Contract Documents entitled: RFP-26-005 Construction of Fredericksburg Office and Shop, Attachment A: Drawings, Attachment B: Uniform General Conditions, Attachment C: TFS Special Terms and Conditions, Attachment E: Payment Bond, and Attachment F: Performance Bond

Prepared by: Mustard Architects, LTD, Fredericksburg, TX

**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 **245 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 Three Million Two Hundred Twenty-Six Thousand One Hundred Ninety-Eight Dollars and No Cents (\$3,226,198.00).

Contract Award Amount:

	Amount in Dollars
Proposed Based Bid	\$3,261,694.00
Accept Alternate #1	Deduct (\$53,416.00)
Accept Alternate #2	0.00
Accept Alternate #5	Add \$20,000.00
Accept Alternate #6	Deduct (\$2,080.00)
Total Contract	\$3,226,198.00

**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
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
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:

Blake Lavender
Joeris General Contractors
823 Arion Parkway
San Antonio, TX 78216

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:

Blake Lavender
Joeris General Contractors
823 Arion Parkway
San Antonio, TX 78216

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, FOR THE USE
AND BENEFIT OF TEXAS A&M FOREST
SERVICE

By: MS Davis
Director
Texas A&M Forest Service

Date: 11/06/2025

CONTRACTOR:

JOERIS GENERAL CONTRACTORS

By: [Signature]
(Signature)
Gary L. Joeris - Chief Executive Officer
Title

Date: 12/03/2025

APPROVAL RECOMMENDED:

By: Shawn G. Zampow
Associate Director for Finance
Texas A&M Forest Service

Date: 11/06/2025

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: Gary L. Joeris

Name: _____

Name: _____

Name: _____

PERFORMANCE BOND

Bond No. 108258914

STATE OF TEXAS

COUNTY OF BRAZOS

KNOW ALL MEN BY THESE PRESENTS

That we, Joeris General Contractors, LLC, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are hereby held and firmly bound unto the State of Texas in the penal sum of: Three Million Two Hundred Twenty-Six One Hundred Ninety-Eight and 00/100 Dollars (\$ 3,226,198.00) 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 12/03/2025 for the Construction of Fredericksburg Office and Shop, Project No. RFP 26-005

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 03 day of December, 20 25.

Joeris General Contractors, LLC

, Principal

(PRINCIPAL'S SEAL if a corporation)

By: _____

Name: Gary L. Joeris

Title: CEO

Travelers Casualty and Surety Company of America, Surety

(SURETY'S SEAL)

By: Paul W. Poettgen

Name: Paul W. Poettgen

Attorney-in-Fact

PAYMENT BOND
Bond No. 108258914

STATE OF TEXAS

COUNTY OF BRAZOS

KNOW ALL MEN BY THESE PRESENTS

**Travelers Casualty and Surety
Company of America**

That we, Joeris General Contractors, LLC, as Principal, and _____, as Surety, are hereby held and firmly bound unto the State of Texas in the penal sum of: Three Million Two Hundred Twenty-Six One Hundred Ninety-Eight and 00/100 Dollars (\$ 3,226,198.00) 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 Obligee, dated 12/03/2025 for the Construction of Fredericksburg Office and Shop Project No. RFP 26-005.

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 03 day of December, 2025.


Joeris General Contractors, LLC, Principal

(PRINCIPAL'S SEAL)
if a corporation)

By: _____
Name: Gary L. Joeris
Title: CEO

Travelers Casualty and Surety Company of America, Surety

(SURETY'S SEAL)

By: 
Name: Paul W. Poettgen
Attorney-in-Fact

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Paul W. Poettgen** of **SAN ANTONIO**, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Assistant Treasurer, the Treasurer, any Assistant Secretary, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 03 day of December, 2025.



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty & Surety Company of America, Travelers Casualty & Surety Company, Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at:

Travelers Bond
Attn: Claims
1500 Market Street
West Tower, Suite 2900
Philadelphia, PA 19102

(267) 675-3057
(267) 675-3102 Fax

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

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.