

# PURCHASE ORDER

VENDOR

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

Order Date  
03/11/2026

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)
P600258	

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

<b>INVOICE TO:</b>
TEXAS A&M FOREST SERVICE FIAD--PURCHASING 200 TECHNOLOGY WAY, SUITE 1151 COLLEGE STATION TX 77845-3424
<b>SHIP TO:</b>
TEXAS A&M FOREST SERVICE TFS SMITHVILLE (SCHULTZ) 225 MEDUNA RD SMITHVILLE TX 78957

<b>VENDOR</b>
19009056870 THE POUNDS GROUP LLC DBA SULLIVAN CONTRACTING SERVICES PO BOX 2610 SEGUIN, TX 78156-2610

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

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-KRL  Turnkey lump sum construction cost of TFS Smithville office and shop building 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, SMITHVILLE OFFICE AND SHOP. SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH ATTACHED CONTRACT AND ALL INCORPORATED DRAWINGS AND SPECIFICATIONS.  POINT 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, SUITE 1151	1	LOT	2503,000.000	2503,000.00
	TOTAL				2503,000.00

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**

# PURCHASE ORDER

Order Date  
03/11/2026

VENDOR

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

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)
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TEXAS A&M FOREST SERVICE FIAD - - PURCHASING 200 TECHNOLOGY WAY, SUITE 1151 COLLEGE STATION TX 77845-3424
<b>SHIP TO:</b>
TEXAS A&M FOREST SERVICE TFS SMITHVILLE (SCHULTZ) 225 MEDUNA RD SMITHVILLE TX 78957

<b>VENDOR</b>
19009056870 THE POUNDS GROUP LLC DBA SULLIVAN CONTRACTING SERVICES PO BOX 2610 SEGUIN, TX 78156-2610

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

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

Item	Description	Quantity	UOM	Unit Price	Ext Price
CEC	COLLEGE STATION, TX 77845 (979) 458-7381 TSMITH@TFS.TAMU.EDU  SULLIVAN CONTRACTING SERVICES ATTN: DREW BOTKIN 701 FM 685 SUITE 700 PFLUGERVILLE, TX 78660 (512) 354-1774 DREW@SCS-TX.COM  VENDOR QUOTE: RFP-26-010 VENDOR REF: DREW BOTKIN #512-354-1774				

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

**FOB: DESTINATION FRT INCLUDED**

**Terms:**

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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

*[Signature]*  
PURCHASING AGENT FOR

**TEXAS A&M FOREST SERVICE**

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

**THIS AGREEMENT** is made this 5<sup>th</sup> day of March 2026 between The Pounds Group LLC, dba Sullivan Contracting Services, 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: RFP-26-010 Construction of Smithville 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 **240 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 Million Five Hundred and Three Thousand Dollars and No Cents (\$2,503,000.00).

**Contract Award Amount:**

	Amount in Dollars	Number of Days
<b>Proposed Based Bid</b>	<b>\$2,498,000.00</b>	
<b>Accept Alternate #1</b>	<b>Add \$5,000</b>	

#### **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:

Drew Botkin  
Sullivan Contracting Services  
701 FM 685 Suite 700  
Pflugerville, TX 78660

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:

Drew Botkin  
Sullivan Contracting Services  
701 FM 685 Suite 700  
Pflugerville, TX 78660

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.

Force Majeure Neither Party is required to perform any term, condition, or covenant of the Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of a Party and which by due diligence it is unable to prevent or overcome.

No Financial Interest Neither Party nor its employees, agents, representatives or consultants will assist or cause any TFS employee to violate TFS's Conflicts of Interest Policy or applicable state ethics laws or rules. To the best of Contractor's knowledge, no member of the TAMUS Board of Regents has a direct or indirect financial interest in the transaction that is the subject of this Agreement

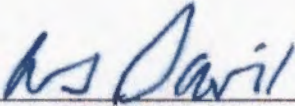
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**OWNER:**

BOARD OF REGENTS OF THE TEXAS  
A&M UNIVERSITY SYSTEM, FOR THE  
USE AND BENEFIT OF THE TEXAS A&M  
FOREST SERVICE

**CONTRACTOR:**

THE POUNDS GROUP LLC, DBA  
SULLIVAN CONTRACTING SERVICES

  
(Signature)

  
(Signature)

Name: A.G. DAVIS  
Title: Agency Director  
Date: 03/05/2024

Name: DREW Botkin  
Title: VICE PRESIDENT - ATR  
Date: 03/05/2024

**APPROVAL RECOMMENDED:**

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.

  
(Signature)

Name: TREY POUNDS

Name: TRAVIS L ZAMZOW  
Title: ASSOCIATE DIRECTOR FOR FINANCE  
Date: 03/05/2024

Name: Kimberly POUNDS

Name: \_\_\_\_\_

Name: \_\_\_\_\_

**PERFORMANCE BOND**

STATE OF TEXAS

COUNTY OF BRAZOS KNOW ALL MEN BY THESE PRESENTS

That we, The Pounds Group LLC dba Sullivan Contracting Services, as Principal, and Nationwide Mutual Insurance Company, as Surety, are hereby held and firmly bound unto the State of Texas in the penal sum of: Two Million Five Hundred Three Thousand and 00/100 Dollars (\$2,503,000.00) 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 03/05/2024 for the Construction of Smithville Office and Shop, Project No. RFP-26-010,

**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 05 day of MARCH, 2024.

The Pounds Group LLC dba Sullivan Contracting Services, Principal

(PRINCIPAL'S SEAL if a corporation)

By: [Signature]  
Name: DREW BOTKIN  
Title: VICE PRESIDENT - ATX

Nationwide Mutual Insurance Company, Surety

(SURETY'S SEAL)

By: [Signature]  
Name: Neira Hernandez  
Attorney-in-Fact

### PAYMENT BOND

STATE OF TEXAS

COUNTY OF BRAZOS KNOW ALL MEN BY THESE PRESENTS

That we, The Pounds Group LLC  
dba Sullivan Contracting Services, as Principal, and Nationwide Mutual Insurance Company  
as Surety, are hereby held and firmly bound unto the State of Texas in the  
penal sum of: Two Million Five Hundred Three Thousand and 00/100  
Dollars (\$ 2,503,000.00 ) 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 03/05/2026 for the Construction of Smithville Office and Shop  
Project No. RFP-26-010.

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 5<sup>th</sup> day of MARCH, 2026.

The Pounds Group LLC  
dba Sullivan Contracting Services, Principal

(PRINCIPAL'S SEAL)  
if a corporation)

By: [Signature]  
Name: DREW BOTKIN  
Title: Vice President - ATK

Nationwide Mutual Insurance Company, Surety

(SURETY'S SEAL)

By: [Signature]  
Name: Neira Hernandez  
Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: BRADY K COX; BRENT BALDWIN; BROCK BALDWIN; CYNTHIA ALFORD; JOHN ABOUMRAD; KATHERINE VANIKIOTIS; KRISTI DALE; NEIRA HERNANDEZ; RUSS FRENZEL; WILLIAM D BALDWIN; YAMILLEC RAMOS

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (iii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss

On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

[Handwritten signature of Karen L. Karn]
Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 5th day of

MARCA 2026



[Handwritten signature]
Assistant Secretary

# Nationwide Mutual Insurance Company

## IMPORTANT NOTICE—TEXAS

To obtain information or make a complaint:

You may contact your agent or you may call Nationwide Mutual Insurance Company's toll-free number for information or to make a complaint at:

**1-888-800-0147**

You may also write to Nationwide Mutual Insurance Company at:

Nationwide Mutual Insurance Company  
1100 Locust Street  
Department 2006  
Des Moines, IA 50391-2006

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 at:

Texas Department of Insurance  
P.O. Box 149104  
Austin, Texas 78714-9104  
1-512-490-1007 (Fax)  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto: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 first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

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

## AVISO IMPORTANTE—TEXAS

Para obtener información o para someter una queja:

Usted puede comunicarse con su agente o usted puede llamar al número de teléfono gratuito de Nationwide Mutual Insurance Company para información o para someter una queja al:

**1-888-800-0147**

Usted también puede escribir a Nationwide Mutual Insurance Company:

Nationwide Mutual Insurance Company  
1100 Locust Street  
Department 2006  
Des Moines, IA 50391-2006

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas:

Texas Department of Insurance  
P.O. Box 149104  
Austin, Texas 78714-9104  
1-512-490-1007 (Fax)  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

### UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.



## Nationwide Mutual Insurance Company

1100 Locust St, Dept. 2006  
Des Moines, Iowa 50391-2006  
Attn: Surety Claims Manager  
Tel. 866-387-0457

### **Surety Claim Notification**

Claim notices should be sent to the attention of the Surety Claims Manager via e-mail to [bondclms@nationwide.com](mailto:bondclms@nationwide.com) or via mail to the address above.

All other notices should be sent to the attention of the Surety Underwriting Department via e-mail to [bondcomm@nationwide.com](mailto:bondcomm@nationwide.com) or via mail to the address above.

Thank you for your cooperation.

Nationwide Mutual Insurance Company, Surety Department



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2026

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Employer Flexible Benefit Services, LLC 7102 N. Sam Houston Parkway W., Suite 200 Houston, TX 77064  www.employerflexible.com	<b>CONTACT NAME:</b> Employer Flexible Risk Management Department <b>PHONE (A/C, No, Ext):</b> 1-866-501-4942 <b>E-MAIL ADDRESS:</b> certs@employerflexible.com	<b>FAX (A/C, No):</b> 281-377-7029
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Employer Flexible HR Holdings LLC (PEO) 7102 N. Sam Houston Pkwy. W., Suite 200 Houston TX 77064	<b>INSURER A:</b> Texas Mutual Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 89566471

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COMP/OP AGG	\$	
								\$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TSF-0001289521	9/1/2025	6/17/2026	<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)

PEO Client ID: 753  
 PEO Client Address: The Pounds Group DBA Sullivan Contracting Services 2299 Rudeloff Rd. East Seguin TX 78155  
 Coverage is provided for only those employees leased to, but not subcontractors of The Pounds Group DBA Sullivan Contracting Services (A PEO Client).

**CERTIFICATE HOLDER****CANCELLATION**

Texas A&M Forest Service  
 200 Technology Way, Suite 1120  
 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

Wade Vielock

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ACORD 25 (2016/03)

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