



**CONSTRUCTION SERVICES  
JOB ORDER BASED CONTRACT  
GLO CONTRACT NO. 20-227-000**

THE GENERAL LAND OFFICE (the “GLO”) and PUGH CONSTRUCTORS INC., Texas Identification Number (TIN) 17429941028 (“Provider”), each a “Party” and collectively “the Parties,” enter into the following contract for services (the “Contract”) pursuant to applicable provisions of Texas Government Code, Title 10, Subtitle F and Section 31.451(c) of the Texas Natural Resources Code.

**I. DEFINITIONS, INTERPRETIVE PROVISIONS, AND PROJECT DESCRIPTION**

**1.01 DEFINITIONS**

“[Administrative and Audit Regulations](#)” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, which may include Chapter 321 and Title 10, Subtitle F of the Texas Government Code.

“[Amendment](#)” means a written agreement, executed by the Parties’ authorized representatives, that documents changes to the Contract.

“[Attachment](#)” means documents, terms, conditions, or additional information physically attached to this Contract after the execution page or incorporated by reference herein.

“[Comptroller](#)” means the Texas Comptroller of Public Accounts.

“[Contract](#)” means this entire document, its Attachments and Amendments, and documents expressly incorporated by reference herein, including, but not limited to, Job Orders as hereinafter defined.

“[Deliverables](#)” means a unit or increment of work—including any item, report, data, document, photograph, drawing, process, computer program or code, or other submission—that is required to be delivered, in whatever form, under the terms of this Contract.

“[Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[GAAP](#)” means generally accepted accounting principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the terms and conditions in **Attachment B**, attached hereto and incorporated herein for all purposes, that Provider affirms and agrees to by executing this Contract.

“GLO” means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

“HSP” means historically underutilized business subcontracting plan, as described by Chapter 2161 of the Texas Government Code.

“HUB” means historically underutilized business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, intangible proprietary information, other commercially valuable products of the human intellect, and all federal, state, or international registrations or applications for any of the foregoing.

“Job Order” means an individually-negotiated document authorizing Provider perform specific services or deliver specific goods under the Contract. Upon execution by both Parties, a Job Order becomes a part of the Contract.

“Mentor Protégé” means the Comptroller’s leadership program found at <https://comptroller.texas.gov/purchasing/vendor/hub/mentor.php>.

“Project” means the services described in **Section 1.03** of this Contract.

“Project Manager” means the GLO representative responsible for the day-to-day management of the Project and the direction of GLO staff and independent contractors performing work relating thereto.

“Prompt Pay Act” means Chapter 2251 of the Texas Government Code.

“Public Information Act” means Chapter 552 of the Texas Government Code.

“Subcontractor” means a person or entity that contracts with Provider to perform part or all of Provider’s obligations under this Contract.

“Travel Regulations” means all applicable statutes, regulations, laws, and Comptroller guidance related to reimbursement for Provider’s travel expenses, including: Title 34, Section 5.22, of the Texas Administrative Code; Chapter 660 of the Texas Government Code; the General Appropriations Act; and *Textravel*, the Comptroller’s travel regulation guidance available at <https://fmx.cpa.texas.gov/fmx/travel/txtravel/index.php>.

“Uniform General and Supplemental Conditions (UGC)” means the terms and conditions attached to an applicable Job Order and incorporated therein for all purposes, that Provider affirms and agrees to by executing an applicable Job Order. Each Job Order will indicate as to whether the UGCs are applicable for the Project detailed within the Job Order.

## **1.02 INTERPRETIVE PROVISIONS**

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, Job Order, or schedule of this Contract unless otherwise specified.
- (c) The word “including” means “including, without limitation.”

- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto executed according to the contract's terms, and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto by the enacting authority.
- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative, and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase "in its sole discretion." Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any such consent, approval, or waiver.
- (h) Time is of the essence in this Contract.
- (i) If this Contract and any Attachments conflict, such conflicts shall be resolved in the following order of precedence: first, the Contract, then Attachments to the Contract in this order: **Attachment A**, **Attachment B**, then any subsequent Job Orders, then the attachments to the Job Order in this order: Attachment C (if applicable), Attachment B, and Attachment A.

### **1.03 PROJECT**

- (a) Provider shall perform, or cause to be performed, maintenance, repair, alteration, renovation, remediation or minor construction services as specified in any Job Order(s) issued hereunder for the Alamo and Alamo complex in Bexar County, Texas (the "Project").
- (b) Provider must perform the Project in accordance with this Contract and all Attachments, and the applicable Job Order.

### **1.04 JOB ORDERS AND REPORTING REQUIREMENTS**

- (a) Upon the GLO's identification of specific work within the scope of this Contract, the GLO may request Provider submit a proposal to complete the work. Provider's proposal must include pricing and a scope of work as defined by GLO in each Job Order listing tasks and Deliverables, as appropriate, with a completion schedule or due date for each task and Deliverable. If selected to perform the work, Provider must fulfill all applicable requirements in the Contract, including insurance, before beginning the work.
- (b) If the GLO selects Provider to perform work under this Contract, the GLO will issue a Job Order to Provider. The GLO may issue multiple Job Orders during the term of this Contract. Each Job Order must be in writing and signed by the Parties' authorized representatives. Each Job Order must include a scope of services; a list of tasks; a completion schedule; a list of Deliverables, if any, and a due date for each Deliverable; a detailed budget; and such other information or special conditions necessary for the work described therein. Upon execution by both

Parties, each Job Order shall become an Attachment hereto, with this Contract and all Attachments thereafter being referred to collectively as the “Contract.”

- (c) The GLO does not represent or guarantee that it will issue Job Orders to Provider pursuant to this Contract. All work requested under this Contract will be required on an irregular and as-needed basis throughout the Contract term. The GLO makes no guarantee of volume or usage under this Contract.
- (d) Provider must submit reports as directed by the applicable Job Order.

## II. TERM

### **2.01 DURATION**

- (a) This Contract is effective as of the date executed by the last Party (the “Effective Date”) and shall terminate on August 31, 2022. The Parties may extend this Contract annually for not more than three additional years by mutual, written agreement.
- (b) This Contract is effective for the term specified herein. Any services Provider performs before the Effective Date or after the Contract’s termination or expiration are performed at Provider’s sole risk and the GLO may choose not to compensate Provider for such services.

### **2.02 LIQUIDATED DAMAGES**

If Provider fails to complete the work within the Contract Time as discussed in each Job Order, liquidated damages in the amount specified in the applicable Job Order per day shall apply.

### **2.03 EARLY TERMINATION**

The GLO may terminate this Contract by giving Provider written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of a termination notice, Provider must immediately cease work, terminate all subcontracts, and incur no further expense related to this Contract. Early termination shall be subject to the equitable settlement of the Parties’ interests accrued up to the date of termination.

### **2.04 ABANDONMENT OR DEFAULT**

If Provider abandons work or defaults on the Contract, the GLO may terminate the Contract without notice. Provider will not be considered in any re-solicitation of the services described herein and may not be considered in future solicitations for similar services, unless the specification or scope of work changes significantly. The GLO will determine the period of suspension based on the seriousness of the abandonment or default.

## III. CONSIDERATION

### **3.01 COMPENSATION**

The GLO will compensate Provider in accordance with each applicable Job Order issued pursuant to this Contract for a cumulative total amount not to exceed of **\$10,000,000.00** for the initial Contract. If the Parties agree to extend this Contract in accordance with Section 2.01, an increase to the amount not to exceed may be made pursuant to the GLO’s sole discretion. The GLO does not guarantee any specific volume or usage under this Contract.

### 3.02 TRAVEL EXPENSES

- (a) The GLO will not reimburse Provider for travel expenses of any kind without prior written GLO approval. The GLO will only reimburse travel expenses directly attributable to Provider's performance of this Contract and Job Orders issued pursuant to this Contract at the rates established or adopted by the Comptroller of the State of Texas, as outlined in the Travel Regulations.
- (b) Subject to the maximum Job Order amount authorized in each Job Order and upon specific, prior, written approval by the GLO, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract for professional or technical personnel who are working away from the cities in which they are permanently assigned, conducting business specifically authorized in writing by the GLO, and performing services not originally contemplated in the scope of services in the applicable Work Order.
- (c) The limits for reimbursements are the rates established or adopted by the Comptroller, as outlined in the Travel Regulations. **Provider understands and acknowledges that any travel-expense reimbursement by the GLO is not a per diem. The GLO will only reimburse actual, allowable expenses in accordance with the Travel Regulations. Provider must submit itemized receipts to support any request for travel-expense reimbursement.**

### 3.03 INVOICES

Invoices must:

- (a) be submitted to [vendorinvoices@glo.texas.gov](mailto:vendorinvoices@glo.texas.gov)
- (b) be supported by documentation (including itemized receipts) that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and
- (c) **prominently display GLO Contract Number 20-227-000 and the applicable GLO Job Order number.**

### 3.04 PAYMENT

The Prompt Pay Act generally applies to payments to Provider. **However, the Prompt Pay Act does not apply if Provider does not send invoices that comply with this Contract to [vendorinvoices@glo.texas.gov](mailto:vendorinvoices@glo.texas.gov).** If Provider does not submit invoices in strict accordance with the instructions in this Contract, payment of invoices may be significantly delayed. The GLO will not pay interest, fees, or other penalties for late payments resulting from Provider's failure to submit invoices in strict accordance with the instructions in this Contract.

### 3.05 RETAINAGE

The GLO will withhold five percent (5%) of each request for payment to ensure performance under a Job Order issued under this Contract.

#### IV. PERFORMANCE, AFFIRMATIONS, AND ASSURANCES

##### **4.01 PERFORMANCE WARRANTY**

- (a) Provider warrants that it will perform all services under this Contract in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- (b) Provider warrants that all Deliverables it completes under this Contract will meet or exceed the standards of Provider's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments; and be fit for ordinary use, of good quality, and with no material defects.
- (c) If Provider submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligations under this Contract, the GLO may require Provider, at its sole expense, to:
  - (i) repair or replace Deliverables that do not meet specifications,
  - (ii) refund payment for Deliverables that do not meet specifications and accept the return of such Deliverables, and
  - (iii) take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Contract.
- (d) Notwithstanding the foregoing, to the extent any portion of the Project is governed by a Job Order which incorporates the UGCs, the terms of the UGCs governing performance warranties and standards of performance shall govern and control.

##### **4.02 GENERAL AFFIRMATIONS**

Provider certifies it has reviewed the **General Affirmations** in **Attachment B** and that Provider is in compliance with all applicable requirements contained therein. Provider affirms and agrees to all conditions contained in **Attachment B**.

#### V. STATE FUNDING

##### **5.01 STATE FUNDING**

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract and any Job Order issued under this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.
- (b) Any claim by Provider for damages under this Contract may not exceed the amount of payment due and owing Provider or the amount of funds appropriated for payment but not yet paid to Provider. **Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.**

##### **5.02 RECAPTURE OF FUNDS**

The GLO may recapture payments, including those for any unapproved expenditures, that it makes to Provider that exceed the maximum allowable rates; are not allowed under

applicable laws, rules, or regulations; or are otherwise inconsistent with this Contract. Provider must refund such recaptured payments within 30 days after the GLO issues notice of recapture to Provider.

### **5.03 OVERPAYMENT**

Provider shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Provider shall reimburse such disallowed costs from funds other than those that Provider received under this Contract. Provider must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Provider.

## **VI. OWNERSHIP AND INTELLECTUAL PROPERTY**

### **6.01 OWNERSHIP AND INTELLECTUAL PROPERTY**

- (a) Provider agrees and acknowledges that all Work as hereinafter defined in Section 6.02 or product acquired for or created by Provider for the execution of this Contract and any Job Orders issued hereunder will be the exclusive property of the GLO. To the extent any Work or product created by Provider under this Contract or any job orders issued hereunder results in the creation of Intellectual Property, all right, title, and interest in and to such Intellectual Property shall vest in the GLO upon creation, and such Intellectual Property shall be deemed to be a “work made for hire” and made in the course of the performance pursuant to this Contract.
- (b) Provider must give the GLO and the State of Texas, as well as any person designated by the GLO or the State of Texas, all assistance and execute documents required to perfect the rights granted to the GLO herein, without any charge or expense beyond the stated amount payable to Provider for the services authorized under this Contract.
- (c) To the extent that title to any such Intellectual Property may not by law vest in the GLO, or such Intellectual Property may not be considered a “work made for hire,” all rights, title, and interest therein are hereby irrevocably assigned to the GLO.

### **6.02 COPYRIGHT**

- (a) Provider agrees and acknowledges that all expressive content subject to copyright protection, including, without limitation, all reports, drafts of reports, drawings, artwork, photographs, video, computer programs and codes, and/or any other expressive content acquired or developed by Provider pursuant to this Contract (individually a “Work” and collectively the “Works”) will be made the exclusive property of the GLO. Provider acknowledges that each Work is a “work made for hire” under the United States Copyright Act of 1976. All rights in and to each Work, including the copyright to the Work, shall be and remain the sole and exclusive property of the GLO.
- (b) If, for any reason, any Work or any portion of a Work is not a work made for hire, Provider hereby irrevocably assigns to the GLO ownership of all rights, title and interest in and to the Works or such portion of any Work. Such rights, title, and interest include, without limitation, the entire and exclusive copyright in the Works

and all rights associated with the copyright, including reproduction rights, distribution rights, the right to prepare translations and other derivative works, and the right to display the Works in all formats and media now known or developed in the future.

- (c) Provider must give the GLO and the State of Texas, as well as any person designated by the GLO or the State of Texas, all assistance required to perfect the rights defined herein that were granted to the GLO, without any charge or expense beyond the stated amount payable to Provider for the services authorized under this Contract.

### **6.03 PUBLICATION**

Reports, publications, presentations, and all other materials produced by Provider with funding provided in whole or in part under this Contract must carry on the front cover or title page of such items appropriate acknowledgement of financial or other support by the GLO and, if applicable, all federal entities providing funds or other support for the Project.

## **VII. MISCELLANEOUS PROVISIONS**

### **7.01 INSURANCE**

For the duration of each Job Order issued pursuant to this Contract, Provider must acquire and maintain insurance and bonds with financially sound and reputable insurers licensed by the Texas Department of Insurance in the type, amount, and form specified in the applicable Job Order. Provider must submit to the GLO certificates of insurance and other documents necessary to establish to the GLO's satisfaction that Provider carries the types and amounts of insurance specified in the applicable Job Order. If the insurance needs change or the GLO determines any policy does not comply with the terms of the applicable Job Order, Provider must secure such additional policies or coverage that the GLO may reasonably request or that are required by law or regulation. If coverage expires during the term of a Job Order, Provider must submit renewal certificates to the GLO evidencing continuity of coverage. The GLO may terminate any Job Order for which Provider fails to submit evidence of required insurance or bonds.

### **7.02 TAXES, WORKERS' COMPENSATION, AND UNEMPLOYMENT INSURANCE**

- (a) Provider shall be solely liable and responsible for payment of Provider's and Provider's employees' taxes of whatever kind, arising out of the execution or performance of the Contract. Provider must comply with all state and federal laws—including laws regarding wages, taxes, insurance, and workers' compensation—that apply to Provider or its employees. The GLO and the State of Texas shall not be liable to Provider or its officers, agents, employees, representatives, contractors, assignees, designees, or others for the payment of taxes or the provision of unemployment insurance, workers' compensation, or any benefit available to a state employee or employee of another governmental entity.
- (b) Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from tax liability, unemployment



insurance, or workers' compensation in the execution or performance of the Contract and any Job Orders issued under the Contract. Provider shall be liable to pay all costs of defense, including attorneys' fees. Provider must coordinate its defense with the GLO and the Office of the Texas Attorney General or other GLO legal counsel if the GLO is a named defendant in any lawsuit arising out of the execution or performance of the Contract. Provider may not agree to the settlement of any such lawsuit or other claim without first obtaining the written consent of the GLO and, if applicable, the Office of the Attorney General or other GLO legal counsel. The Parties must furnish timely written notice to each other of any action, claim, demand, or suit described herein.

### **7.03 LEGAL OBLIGATIONS**

For the duration of this Contract, Provider must procure and maintain any license, authorization, insurance policy, waiver, permit, qualification, or certification that a federal, state, county, or city statute, ordinance, law, or regulation requires Provider to hold to provide the goods or services required by this Contract. Provider must pay all taxes, assessments, fees, premiums, permit fees, and license fees required by law. Provider must pay any such government obligations not paid by its Subcontractors during performance of this Contract.

### **7.04 INDEMNITY**

Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and their officers, agents, employees, representatives, contractors, assignees, and designees from any liability, actions, claims, demands, damage, or suits and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Provider or its agents, employees, Subcontractors, order fulfillers, or Subcontractors' suppliers in the execution or performance of the Contract and any Job Orders issued under the Contract. Provider must coordinate its defense with the GLO and the Office of the Texas Attorney General or other GLO legal counsel if the GLO is a named defendant in any lawsuit arising out of the execution or performance of the Contract. Provider may not agree to settle any such lawsuit without the concurrence of the Office of the Texas Attorney General or other GLO legal counsel. The Parties must furnish timely written notice to each other of any action, claim, demand, or suit described herein.

### **7.05 INTELLECTUAL PROPERTY INFRINGEMENT**

- (a) Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from infringement of any United States patent, copyright, trade or service mark, or any other intellectual or intangible property right that occurs in the execution or performance of the Contract and any Job Orders issued under the Contract. Provider shall be liable to pay all costs of defense, including attorney fees. Provider must coordinate its defense with the GLO and the Office of the Texas Attorney General or other GLO legal counsel if the GLO is a named defendant in any lawsuit arising out of the execution or performance of the Contract. Provider may not agree to settle any such lawsuit without the concurrence of the GLO and, if applicable, the Office of the Texas

Attorney General or other GLO legal counsel. The Parties must furnish timely written notice to each other of any action, claim, demand, or suit described herein.

- (b) If Provider becomes aware of an actual or potential claim of Intellectual Property infringement caused by or resulting from Provider's performance of this Contract or the GLO provides Provider with notice of such claim, Provider must, at Provider's sole expense: (i) procure for the GLO the right to continue to use the affected portion of the product or service or (ii) modify or replace the affected portion of the product or service with a functionally equivalent or superior product or service so that the GLO's use is non-infringing.

#### **7.06 ASSIGNMENT AND SUBCONTRACTS**

Provider must not assign, transfer, or delegate any rights, obligations, or duties under this Contract or any Job Order issued under this Contract without the prior written consent of the GLO. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider must legally bind such Subcontractor to perform and make such Subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods delivered and/or the services rendered by Provider and/or any of its Subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the GLO of any such Subcontractor performing fifteen percent (15%) or more of the work under this Contract. Such notification must include the name and Texas Identification Number of Subcontractor, the task(s) being performed, and the number of Subcontractor employees expected to work on the task.

#### **7.07 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS) / MENTOR PROTÉGÉ PROGRAM**

Provider must notify the GLO of HUB Subcontractors performing under this Contract through the submission of an HSP to the GLO for approval. During the term of the Contract, Provider must submit monthly compliance reports (Prime Contractor Progress Assessment Report) to [HUB@glo.texas.gov](mailto:HUB@glo.texas.gov) detailing any HUB Subcontractor participation. Provider must submit proposed modifications to its HSP to the GLO for prior approval through an HSP Change Order. Provider may not modify its HSP without the GLO's prior written approval. If Provider modifies its HSP without the GLO's prior written approval, the GLO may initiate remedial action as provided in Chapter 2161 of the Texas Government Code.

#### **7.08 RELATIONSHIP OF THE PARTIES**

Provider is associated with the GLO only for the purposes and to the extent specified in this Contract. Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, employer-employee or principal-agent relationships, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Provider or any other party. Provider shall be solely responsible for, and the GLO shall have no obligation with respect to: withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; accumulation

of vacation leave or sick leave; or unemployment compensation coverage provided by the State.

**7.09 COMPLIANCE WITH OTHER LAWS**

In its performance of this Contract, Provider must comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations. Provider is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations.

**7.10 NOTICES**

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (postage paid, certified, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below:

**GLO**

Texas General Land Office  
1700 N. Congress Avenue, 7<sup>th</sup> Floor  
Austin, Texas 78701  
Attention: Contract Management Division

**Provider**

Pugh Constructors Inc.  
4834 Whirlwind Drive  
San Antonio, Texas 78217  
Attention: Micha Pugh

Notice given in any other manner shall be deemed effective only upon receipt by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

**7.11 SEVERABILITY**

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**7.12 FORCE MAJEURE**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration thereof. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

### **7.13 ENTIRE CONTRACT AND MODIFICATION**

This Contract, its Attachments, its Amendments, and any Job Order issued in conjunction with this Contract constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in any Attachment, Amendment, or Job Order shall be harmonized with this Contract to the extent possible. Except as provided herein, this Contract may be amended only by a mutual, written agreement executed by authorized representatives of the Parties.

### **7.14 COUNTERPARTS**

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute one and the same Contract.

### **7.15 DISPUTE RESOLUTION**

Except as otherwise provided by statute, rule, or regulation, Provider must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

### **7.16 GOVERNING LAW, VENUE, AND SOVEREIGN IMMUNITY**

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless a specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the GLO. Provider irrevocably waives any objection—including any objection to personal jurisdiction—it has or may have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any related document. **NOTHING IN THE CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR THE STATE OF TEXAS.**

### **7.17 RECORDS RETENTION**

Each Party must retain in its records the Contract and all documents related to the Contract. Unless a longer retention period is specified by applicable law or regulation, the Parties may destroy the Contract and related documents only after the seventh anniversary of the date: the Contract is completed, terminates, or expires; or the date when all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Contract or related documents are resolved.

### **7.18 CONFIDENTIALITY**

To the extent permitted by law, Provider and the GLO must keep all information—in whatever form produced, prepared, observed, or received by Provider or the GLO—confidential to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Provider or the GLO; or (c) required by the Contract to be kept confidential. Provider will not advertise that it is doing business with the GLO, use the Contract as a marketing or sales tool, or make any press releases concerning work under the Contract without the prior written consent of the GLO.

## **7.19 SURVIVAL OF TERMS AND CONDITIONS**


The terms and conditions of this Contract related to the following subjects shall survive the termination of this Contract: definitions; interpretive provisions; consideration; warranties; General Affirmations,; state funding, prohibition on debts created on behalf of the State of Texas and/or the GLO, recapture of state funds, and overpayment of state funds; limitation of any Provider claim for damages to the amount of funds appropriated for payment but not yet paid to Provider; ownership, Intellectual Property, and copyright; records retention requirements; inspection and audit; confidentiality; public records; insurance; taxes; workers' compensation; unemployment insurance; Provider's obligation to procure and maintain, at its sole expense, all government licenses, authorizations, insurance, waivers, permits, and/or qualifications necessary for Provider or any Subcontractors to provide the goods or services described in this Contract; indemnification and liability; infringement of Intellectual Property rights; assignment and subcontracting; relationship of the Parties; compliance with laws; notices; governing law and venue; severability; dispute resolution; merger and integration; invoice and fee verification; property rights; default; Job Orders; and amendment. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Contract shall so survive.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR GLO CONTRACT NO. 20-227-000  
CONSTRUCTION SERVICES CONTRACT**

**GENERAL LAND OFFICE**


**PUGH CONSTRUCTORS INC.**

DocuSigned by:  
  
\_\_\_\_\_  
Mark A. Havens, Chief Clerk/  
Deputy Land Commissioner

DocuSigned by:  
**MICHA PUGH**  
\_\_\_\_\_  
Name: MICHA PUGH  
Title: President


Date of execution: 5/4/2020

Date of execution: 5/4/2020

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- ATTACHED TO THIS CONTRACT:**
- ATTACHMENT A** – Scope of Services and Budget
  - ATTACHMENT B** – General Affirmations

**ATTACHMENTS FOLLOW**

## Scope of Work for the Alamo Preservation Project

### Construction and Logistics Support

Provider shall perform services that may include, but not be limited to:

- a. Logistics planning and on-site support of the historic preservation team, including providing access via lift, scaffold and other means as necessary.
- b. Cost estimating
- c. Site work:
  - Utilities
  - Storm water / drainage systems
  - Paving
  - Landscaping
- d. General construction:
  - Protection and fencing
  - Selective removal of materials
  - Concrete repairs
  - Waterproofing / damp-proofing
  - Roofing repairs
  - Miscellaneous repairs
- e. Specialty masonry work associated with:
  - Protection
  - Sampling
  - Probing
  - Cleaning
  - Support for Conservation Services
- f. Environmental Testing

The GLO will issue specific Job Orders for defined scopes of work under the Contract, on an as needed basis. Each Job Order scope will outline specific work to be done including a schedule and budget for each Job Order. Job Orders greater than \$25,000.00 and involving subcontractors will require a Payment Bond. Job Orders over \$100,000.00 will incorporate the UGCs and all requirements for bonds, insurance, HUB plans and reporting, etc. Payments will be made per Job Order subject to a cumulative amount not to exceed \$10,000,000.00 unless amended in accordance with the Contract. The duration of this Contract will be August 31, 2022 unless amended in accordance with the Contract.

Pugh Constructors will submit a letter of acceptance of this scope along with a list of proposed subcontractors and their qualifications.

### **General Affirmations**

To the extent they apply, Contractor affirms and agrees to the following, without exception:

1. Contractor represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Contractor nor the firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Contractor.
2. If the Contract is for services, Contractor shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
3. Under Section 231.006 of the Family Code, the vendor or applicant [Contractor] 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.
4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Contractor certifies it has submitted this information to the GLO.
5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
6. Pursuant to Section 2155.003 of the Texas Government Code, Contractor represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency Contractor owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.
8. Upon request of the GLO, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.



9. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, Provider must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.
10. If Texas Government Code Chapter 2270 prohibiting state contracts with companies boycotting Israel applies to Contractor and this Contract, then Contractor verifies it does not boycott Israel and will not boycott Israel during the term of this Contract.
11. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Contractor understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
12. Contractor certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
13. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
14. Contractor represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
15. Pursuant to Section 2155.004(a) of the Texas Government Code, Contractor certifies that neither Contractor nor any person or entity represented by Contractor has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Contractor from providing free technical assistance.
16. Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

17. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.
18. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. CONTRACTOR AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
19. CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR CONTRACTOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY CONTRACTOR OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF CONTRACTOR'S PERFORMANCE UNDER THE CONTRACT. CONTRACTOR AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, CONTRACTOR WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR

ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONTRACTOR OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND CONTRACTOR WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.

20. Contractor has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.
21. Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Contractor 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.
22. Contractor understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.
23. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Contractor and legally empowered to contractually bind Contractor to the terms and conditions of the Contract and related documents.
24. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the

investigation or audit. Contractor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

25. Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
26. Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Contractor represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.
27. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Contractor certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
28. In accordance with Texas Government Code Chapter 2252, Subchapter F, any iron or steel product Contractor uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.
29. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Contractor shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO's Fraud Reporting hotline at (877) 888-0002.

30. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and Contractor agrees that the Contract can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
31. If Contractor, in its performance of the Contract, has access to a state computer system or database, Contractor must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Contractor must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Contractor must verify in writing to the GLO its completion of the cybersecurity training program.
32. Under Section 2155.0061, Texas Government Code, Contractor certifies that the 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.



**AMENDMENT NO. 1 TO  
GLO CONTRACT NO. 20-227-000**

**THE GENERAL LAND OFFICE** (the “GLO”) and **PUGH, INCORPORATED DBA PUGH CONSTRUCTORS, INC.** (“Provider”), previously misnamed as **PUGH CONSTRUCTORS INC.**, each a “Party” and collectively “the Parties” to GLO Contract No. 20-227-000 (the “Contract”), desire to amend the Contract. Therefore, the Parties agree as follows:

1. Effective April 5, 2021, the Contract is amended to correct Provider’s name to be, “Pugh, Incorporated dba Pugh Constructors, Inc.” and each instance of the name “Pugh Constructors Inc.” that appears in the Contract is deleted and replaced with the name “Pugh, Incorporated dba Pugh Constructors, Inc.”

2. **SECTION 3.01** of the Contract is deleted and replaced with:

**“3.01 COMPENSATION**

The GLO will compensate Provider in accordance with each applicable Job Order issued pursuant to this Contract. The GLO does not guarantee any specific volume or usage under this Contract.”


3. Except as otherwise provided herein, this Amendment shall be effective upon the date of the last signature.
4. The terms and conditions of the Contract not amended herein shall remain in force and effect.

**SIGNATURE PAGE FOLLOWS**

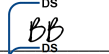
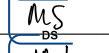
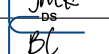
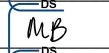
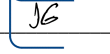

**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO  
GLO CONTRACT NO. 20-227-000**

**GENERAL LAND OFFICE**

**PUGH, INCORPORATED DBA PUGH  
CONSTRUCTORS, INC.**

DocuSigned by:  
  
7C899FA374E7197  
Mark A. Havens, Chief Clerk/  
Deputy Land Commissioner  
Date of execution: 7/9/2021

DocuSigned by:  
**MICHA PUGH**  
1AB89E940E1E1E  
Name: MICHA PUGH  
Title: President  
Date of execution: 7/8/2021

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**AMENDMENT NO. 2 TO  
GLO CONTRACT NO. 20-227-000**

**THE GENERAL LAND OFFICE** (the “GLO”) and **PUGH, INCORPORATED DBA PUGH CONSTRUCTORS, INC.** (“Provider”), each a “Party” and collectively “the Parties” to GLO Contract No. 20-227-000 (the “Contract”), desire to amend the Contract. Therefore, the Parties agree as follows:

1. **SECTION 2.01** of the Contract is amended to reflect a termination date of **August 31, 2025**.
2. This Amendment shall be effective upon the date of the last signature.
3. The terms and conditions of the Contract not amended herein shall remain in force and effect.

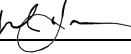
**SIGNATURE PAGE FOLLOWS**



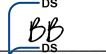
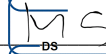
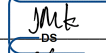
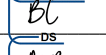
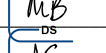
**SIGNATURE PAGE FOR AMENDMENT NO. 2 TO  
GLO CONTRACT NO. 20-227-000**

**GENERAL LAND OFFICE**

**PUGH, INCORPORATED DBA PUGH  
CONSTRUCTORS, INC.**

DocuSigned by:  
  
7C899F1374E7197  
Mark A. Havens, Chief Clerk/  
Deputy Land Commissioner  
Date of execution: 4/12/2022

DocuSigned by:  
**MICHA PUGH**  
1AB89E940E1E1E  
Name: MICHA PUGH  
Title: President  
Date of execution: 4/12/2022

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