



**CONSTRUCTION SERVICES CONTRACT
GLO CONTRACT No. 22-060-000-D154**

THE GENERAL LAND OFFICE (the “GLO”) and SHIRLEY & SONS CONSTRUCTION CO., INC., Texas Identification Number (TIN) 17418718072 (“Contractor”), each a “Party” and collectively “the Parties,” enter into the following contract for construction services (the “Contract”) pursuant to applicable provisions of Texas Government Code, Title 10, Subtitles D and F and Texas Natural Resource Code Chapter 33.

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 Title 2, Part 200, Code of Federal Regulations and Chapter 321 and Title 10, Subtitles D and 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 attached to this Contract after the execution page or incorporated by reference herein.

“[CEPRA](#)” means the Coastal Erosion Planning and Response Act enacted by the Texas Legislature.

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

“[Contract](#)” and “[Contract Documents](#)” means this entire document, its Attachments and Amendments, and documents expressly incorporated by reference herein.

“[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 attached hereto as **Attachment A** that Contractor 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.

“[Notice to Proceed](#),” or “[NTP](#),” means the written document the GLO issues to Contractor establishing the date on which Contractor may begin work under this Contract.

“[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.

“[Project Manual](#)” means the Construction Documents, specifications, drawings, and other documents and information prepared by Mott McDonald, LLC, incorporated herein by reference for all purposes, that describe and govern construction of the Project.

“[Prompt Pay Act](#)” means Chapter 2251 of the Texas Government Code.

“[Public Information Act](#)” means Chapter 552 of the Texas Government Code.

“[Solicitation](#)” means GLO Request for Proposals No. X0023605-ST (including any attachments and addenda), which is incorporated herein by reference for all purposes in its entirety.

“[Solicitation Response](#)” means Contractor’s full and complete response to the Solicitation (including any attachments and addenda). The Solicitation Response is incorporated herein by reference for all purposes in its entirety.

“[Travel Regulations](#)” means all applicable statutes, regulations, laws, and Comptroller guidance related to reimbursement for Contractor’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 on the Comptroller’s website.

“[Uniform General Conditions](#)” and “[UGCs](#)” means the 2015 Edition of the Texas Facilities Commission’s “Uniform General Conditions for Construction Contracts” and all Supplemental General Conditions thereto published or adopted by the Texas Facilities Commission. The Uniform General Conditions are incorporated herein by reference for all purposes.

1.02 INTERPRETIVE PROVISIONS

- (a) The meaning of a defined term applies to its singular and plural forms. Terms not defined in this Contract that are defined in the Uniform General Conditions shall have the meaning assigned in the Uniform General Conditions.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, 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 signed Contract, then Attachments to the Contract in this order: **Attachment A**, Project Manual, Uniform General Conditions, **Attachment B**, the Solicitation, and the Solicitation Response.

1.03 PROJECT

- (a) Contractor shall perform construction services to construct shoreline stabilization at the Adolph Thomae County Park along the Arroyo Colorado cutoff channel near Rio Hondo, Cameron County, Texas, Phases 3-4, (the “Project”) as described in the Project Manual and Construction Documents prepared by Mott McDonald, LLC. The Project is designated as CEPRA Project No. 1650.
- (b) Contractor must perform the Project in accordance with this Contract and all Attachments, including the Project Manual, the UGCs, the Solicitation, and the Solicitation Response.

II. TERM

2.01 CONTRACT TIME, NOTICE TO PROCEED, LIQUIDATED DAMAGES

- (a) This Contract is effective as of the date executed by the last Party (the “Effective Date”) and shall continue in force and effect until the expiration of all warranty periods described in the Uniform General Conditions or other Contract Document. Contractor shall achieve Substantial Completion within **180 Calendar Days** (the “Contract Time”), commencing on the date specified in the GLO’s written NTP.
- (b) This Contract is effective for the term specified herein. Any services Contractor performs before the Effective Date or after the Contract’s termination or expiration are performed at Contractor’s sole risk and the GLO may choose not to compensate Contractor for such services.
- (c) Notwithstanding the Effective Date of this Contract, Contractor must not incur charges or begin work before the date indicated on the GLO’s written Notice to Proceed (NTP). The GLO may deliver the NTP to Contractor by email or fax. Any services Contractor performs or costs Contractor incurs before the date established in the NTP or after the Contract’s termination or expiration are performed at Contractor’s sole risk and the GLO may choose not to compensate Contractor for such services.
- (d) **Liquidated Damages: If Contractor fails to achieve Substantial Completion of the Project within the Contract Time, Contractor shall be liable to the GLO**

for liquidated damages of \$500.00 per day until the Contractor achieves Substantial Completion of the Project. The Parties agree that: the GLO's damages for Contractor's failure to perform its obligations under this Contract are impossible or difficult to estimate; and the amount of liquidated damages specified herein is a reasonable forecast of just compensation and is not a penalty

2.02 EARLY TERMINATION

The GLO may terminate this Contract in accordance with the UGCs. Upon receipt of a termination notice, Contractor must immediately take all actions specified in the UGCs in the event of Contract termination 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.

III. CONSIDERATION

3.01 COMPENSATION

The total amount payable under this Contract shall not exceed **\$1,656,636.00**. This amount includes Contractor's Base Bid and the Total Owner Allowances for the Project for furnishing all the materials, supplies, machinery, equipment, tools, labor, superintendence, insurance, bonds, and all other costs, accessories, fees, materials, and services necessary to complete the Project in accordance with the Contract.

3.02 TRAVEL EXPENSES

- (a) The GLO will not reimburse Contractor for travel expenses of any kind without prior written GLO approval. The GLO will only reimburse travel expenses directly attributable to Contractor's performance of 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 Contract amount authorized herein 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 and conducting business specifically authorized in the scope of services in the Contract.
- (c) The limits for reimbursements are the rates established or adopted by the Comptroller, as outlined in the Travel Regulations. **Contractor 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. Contractor must submit itemized receipts to support any request for travel-expense reimbursement.**

3.03 INVOICES

Invoices/Applications for Payment must:

- (a) be submitted to 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;
- (c) meet all requirements specified in the UGCs; and
- (d) **prominently display GLO Contract Number 22-060-000-D154.**

3.04 PAYMENT

The Prompt Pay Act generally applies to payments to Contractor. **However, the Prompt Pay Act does not apply if Contractor does not send invoices that comply with this Contract to vendorinvoices@glo.texas.gov.** If Contractor 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 Contractor's failure to submit invoices in strict accordance with the instructions in this Contract.

3.05 RETAINAGE

Pursuant to the Uniform General Conditions, the GLO will withhold five percent (5%) of each request for payment to ensure performance under this Contract.

IV. PERFORMANCE, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

- (a) Contractor 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) Contractor warrants that all services it performs under this Contract will meet or exceed the standards of Contractor'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 Contractor supplies goods or performs services that do not meet specifications, fails to deliver goods or complete services timely, or fails to perform its obligations under this Contract, the GLO may require Contractor, at its sole expense, to:
 - (i) repair or replace goods and reperform services that do not meet specifications,
 - (ii) refund payment for goods or services that do not meet specifications and accept the return of such goods, and
 - (iii) take necessary action to ensure that future goods delivered and services performed meet specifications and conform to the Contract.
- (d) The warranties and remedies specified in this section are in addition to any warranties and remedies specified in the UGCs.

4.02 GENERAL AFFIRMATIONS

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

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. 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 Contractor for damages under this Contract may not exceed the amount of payment due and owing Contractor or the amount of funds appropriated for payment but not yet paid to Contractor. **NOTHING IN THIS PROVISION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY.**

5.02 RECAPTURE OF FUNDS

The GLO may recapture payments, including those for any unapproved expenditures, that it makes to Contractor that exceed the maximum allowable rates; are not allowed under applicable laws, rules, or regulations; or are otherwise inconsistent with this Contract. Contractor must refund such recaptured payments within 30 days after the GLO issues notice of recapture to Contractor.

5.03 OVERPAYMENT

Contractor shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Contractor shall reimburse such disallowed costs from funds other than those that Contractor received under this Contract. Contractor 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 Contractor.

VI. OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND INTELLECTUAL PROPERTY

- (a) The GLO shall own, and Contractor hereby irrevocably assigns to the GLO, all ownership rights, title, and interest in and to all Intellectual Property acquired or developed by Contractor pursuant to this Contract, including, without limitation, all Intellectual Property in and to reports, drafts of reports, data, drawings, computer programs and codes, and/or any other information or materials acquired or developed by Contractor under this Contract. The GLO may obtain and hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protections, including extensions and renewals thereof, as may be appropriate to the subject matter.
- (b) Contractor 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 Contractor for the services authorized under this Contract.

6.02 COPYRIGHT

- (a) Contractor 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 Contractor pursuant to this Contract (individually a “Work” and collectively the “Works”) will be made the exclusive property of the GLO. Contractor 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, Contractor 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) Contractor 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 Contractor 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 this Contract, Contractor must acquire and maintain insurance and bonds with financially sound and reputable insurers and bonding companies licensed by the Texas Department of Insurance in the type, amount, and form specified in the UGCs, Project Manual, or other Contract Documents. Contractor must submit to the GLO certificates of insurance, bond certificates that substantially conform to **Attachment B**, and other documents necessary to establish to the GLO's satisfaction that Contractor carries the types and amounts of insurance and bonds specified in this Contract. If the insurance or bonding requirements change or the GLO determines any insurance policy or bond does not comply with the terms of this Contract, Contractor must secure such additional policies, coverage, or bond that the GLO may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Contractor must submit renewal certificates to the GLO evidencing continuity of coverage.

7.02 TAXES, WORKERS' COMPENSATION, AND UNEMPLOYMENT INSURANCE

- (a) Contractor shall be solely liable and responsible for payment of Contractor's and Contractor's employees' taxes of whatever kind, arising out of the execution or performance of the Contract. Contractor must comply with all state and federal laws—including laws regarding wages, taxes, insurance, and workers' compensation—that apply to Contractor or its employees. The GLO and the State of Texas shall not be liable to Contractor 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) Contractor 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 purchase orders issued under the Contract. Contractor shall be liable to pay all costs of defense, including attorneys' fees. Contractor 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. Contractor 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, Contractor 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 Contractor to hold to provide the goods or services required by this Contract. Contractor must pay all taxes, assessments, fees, premiums, permit fees, and license fees required by law. Contractor must pay any such government obligations not paid by its Subcontractors during performance of this Contract.

7.04 INDEMNITY

Contractor 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 Contractor or its agents, employees, Subcontractors, order fulfillers, or Subcontractors' suppliers in the execution or performance of the Contract and any purchase orders issued under the Contract. Contractor 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. Contractor 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) Contractor 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 purchase orders issued under the Contract. Contractor shall be liable to pay all costs of defense, including attorney fees. Contractor 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. Contractor 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 Contractor becomes aware of an actual or potential claim of Intellectual Property infringement caused by or resulting from Contractor's performance of this Contract or the GLO provides Contractor with notice of such claim, Contractor must, at Contractor'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

Contractor shall not assign, transfer, or delegate any rights, obligations, or duties 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 Contractor may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Contractor must legally bind such Subcontractor to perform and make such Subcontractor subject to all applicable duties, requirements, and obligations of Contractor as specified in this Contract. Nothing in this Contract shall be construed to relieve Contractor of the responsibility for ensuring that the goods delivered and/or the services performed by Contractor and/or any of its Subcontractors comply with all the terms and provisions of this Contract. Contractor 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)

Contractor 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, Contractor must submit monthly compliance reports (Prime Contractor Progress Assessment Report) to HUB@glo.texas.gov detailing any HUB Subcontractor participation. Contractor must submit proposed modifications to its HSP to the GLO for prior approval through an HSP Change Order. Contractor may not modify its HSP without the GLO's prior written approval. If Contractor 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

Contractor is associated with the GLO only for the purposes and to the extent specified in this Contract. Contractor 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 Contractor or any other party. Contractor 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, Contractor must comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations. Contractor is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations, including Title 10, Chapter 2253 of the Texas Government Code relating to Payment Bonds and Performance Bonds.

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, 7th Floor
Austin, Texas 78701
Attention: Contract Management Division

Contractor

Shirley & Sons Construction Co., Inc.
P.O. Box 429
Cleveland, TX 77328
Attention: Ronald R. Shirley II

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 GLO, 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 GLO (collectively referred to as a "Force Majeure"), then, while so prevented, the GLO's obligation to comply with such covenant shall be suspended, and the GLO shall not be liable for damages for failure to comply with such covenant. In any such event, the GLO must promptly notify Contractor of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration thereof. The GLO 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 Contractor.

7.13 ENTIRE CONTRACT AND MODIFICATION

This Contract, its Attachments, its Amendments, and any purchase 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 purchase 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, Contractor 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. Contractor 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 AND AUDIT

- (a) 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.
- (b) Pursuant to GAAP or GASB, as applicable, Contractor must keep and maintain full, true, and complete records sufficient to allow the GLO, the Texas State Auditor's Office, the United States Government (if applicable), and/or their authorized representatives to determine Contractor's compliance with this Contract and all applicable laws, rules, and regulations.
- (c) All records related to the Contract, including records of Contractor and its Subcontractors, are subject to the Administrative and Audit Regulations.
- (d) State agencies that are authorized to audit and inspect Contractor, its records, its Subcontractors, and its Subcontractors' records include the GLO, the GLO's contracted examiners, the Texas State Auditor's Office, the Texas Attorney General's Office, the Comptroller, and their authorized designees. With regard to any federal funding, federal agencies that are authorized to audit and inspect Contractor, its records, its Subcontractors, and its Subcontractors' records may include any federal agency funding the Contract, the Office of the Comptroller

General of the United States, the Government Accountability Office, the Office of Inspector General, and their authorized designees.

7.18 CONFIDENTIALITY

To the extent permitted by law, Contractor and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Contractor 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 Contractor or the GLO; or (c) information that Contractor or the GLO is otherwise required to keep confidential by this Contract. Contractor must not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

7.19 PUBLIC RECORDS

The GLO shall post this Contract to the GLO’s website. Contractor understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the “PIA”), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the “Attorney General”). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (“.pdf”) format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Contractor believes to be excepted from disclosure as “confidential” or a “trade secret,” Contractor waives any and all claims it may make against the GLO for releasing such information without prior notice to Contractor. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Contractor shall notify the GLO’s Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Contractor shall forward the third party’s contact information to the above-designated e-mail address.

7.20 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, Federal Assurances, and Federal Certifications; 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 Contractor claim for damages to the amount of funds appropriated for payment but not yet paid to Contractor; ownership, Intellectual Property, and copyright; records retention requirements; inspection and audit; confidentiality; public records; insurance; taxes; workers’ compensation; unemployment insurance; Contractor’s obligation to procure and maintain, at its sole expense, all government licenses, authorizations, insurance, waivers, permits, and/or qualifications necessary for Contractor 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; 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

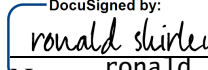
**SIGNATURE PAGE FOR GLO CONTRACT NO. 22-060-000-D154
SERVICES CONTRACT**

GENERAL LAND OFFICE

**SHIRLEY & SONS CONSTRUCTION
CO., INC.**

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










Mark A. Havens, Chief Clerk/
Deputy Land Commissioner

DocuSigned by:


Name: Ronald Shirley
Title: President

Date of execution: 3/9/2022

Date of execution: 3/8/2022

- OGC 
- CS PM 
- CS DD 
- CS SDD 
- CR PM 
- CR DIV 
- CR DIR 
- CR DD 
- CRSDD 
- DGC 
- GC 

ATTACHED TO THIS CONTRACT:

- ATTACHMENT A – General Affirmations**
- ATTACHMENT B – Required Performance and Payment Bonds**

INCORPORATED BY REFERENCE:

- PROJECT MANUAL**
- UNIFORM GENERAL CONDITIONS**
- SOLICITATION**
- SOLICITATION RESPONSE**

ATTACHMENTS FOLLOW

GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Provider affirms and agrees to the following, without exception:

1. Provider represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Provider nor the firm, corporation, partnership, or institution represented by Provider, 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 Provider.*
2. Provider shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Provider 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, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Provider] 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.*
5. 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. Provider certifies it has submitted this information to the GLO.*
6. If the Contract is for a “cloud computing service” as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Provider represents and warrants that it complies with the requirements of the state risk and authorization management program and Provider agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Provider 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.
8. If the Contract authorizes Provider to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Provider certifies that it will comply with the security controls required under this Contract and will maintain

* This section does not apply to a contract with a “governmental entity” as defined in Texas Government Code Chapter 2251.

records and make them available to the GLO as evidence of Provider's compliance with the required controls.

9. Provider 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.
10. Provider agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Provider to the State of Texas.
11. Upon request of the GLO, Provider shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Provider certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Provider's submission of its offer to provide consulting services to the GLO or, in the alternative Provider, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*
13. If the Contract is not for architecture, engineering, or construction services, then 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 OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY PROVIDER.**
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Provider shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY PROVIDER.**
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Provider's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Provider may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Provider as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Provider must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim.

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The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Provider seeks as damages; and (3) the legal theory of recovery.

- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Provider in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
- c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
- d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Provider's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
- e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Provider. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Provider. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Provider under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Provider does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
- f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Provider: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

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15. If Chapter 2271 of the Texas Government Code applies to this Contract, Provider verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*

16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Provider understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become

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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.

17. Provider certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Provider 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.
19. Provider 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.
20. Pursuant to Section 2155.004(a) of the Texas Government Code, Provider certifies that neither Provider nor any person or entity represented by Provider 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, Provider 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 Provider from providing free technical assistance.*
21. Provider 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.*
22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Provider represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Provider further represents and warrants that if a former employee of the GLO was employed by Provider within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Provider that the employee worked on while employed by the GLO.*
23. 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 any Party.
24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROVIDER, TO THE

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EXTENT ALLOWED BY LAW, 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 PROVIDER 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 PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROVIDER, TO THE EXTENT ALLOWED BY LAW, SHALL 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 DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO PROVIDER'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO PROVIDER, OR ANY OTHER ENTITY OVER WHICH PROVIDER EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

26. TO THE EXTENT ALLOWED BY LAW, PROVIDER 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 PROVIDER PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT,

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CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR PROVIDER'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY PROVIDER OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF PROVIDER'S PERFORMANCE UNDER THE CONTRACT. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, PROVIDER 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 PROVIDER OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND PROVIDER WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

27. Provider has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. 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, Provider 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.*
29. 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 Provider and legally empowered to contractually bind Provider to the terms and conditions of the Contract and related documents.
30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Provider shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*
31. 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

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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. Provider 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.

32. Provider 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.
33. 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, Provider certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. Pursuant to Section 572.069 of the Texas Government Code, Provider certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Provider within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
35. The GLO shall post this Contract to the GLO's website. Provider understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Provider is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Provider believes to be excepted from disclosure as "confidential" or a "trade secret," Provider waives any and all claims it may make against the GLO for releasing such information without prior notice to Provider. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Provider shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Provider shall forward the third party's contact information to the above-designated e-mail address.

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36. 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. Provider must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
37. If Provider, in its performance of the Contract, has access to a state computer system or database, Provider must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Provider must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Provider must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Provider 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.*
39. Provider 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 Provider's business. Provider acknowledges that such a vaccine or recovery requirement would make Provider ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2274.0102, Provider certifies that neither it nor its parent company, nor any affiliate of Provider or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.*
41. If Provider is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Provider verifies that Provider does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Provider does not make that verification, Provider must notify the GLO and state why the verification is not required.*
42. If Provider is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Provider verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Provider does not make that verification, Provider must notify the GLO and state why the verification is not required.*
43. If Provider is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Provider will play the United States national anthem at the beginning of each team sporting event held at Provider's home venue or other venue controlled by Provider for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Provider to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Provider may be debarred from

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contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

44. To the extent Section 552.371 of the Texas Government Code applies to Provider and the Contract, in accordance with Section 552.372 of the Texas Government Code, Provider must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Provider's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Provider's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. 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 the Contract and Provider agrees that the Contract may be terminated if Provider knowingly or intentionally fails to comply with a requirement of that subchapter.*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Provider, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Provider compiled in connection with its performance under the Contract.*
46. If subject to 2 CFR 200.216, Provider shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Provider 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.

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF _____

LET IT BE KNOWN BY THIS INSTRUMENT:

That we, _____ as principal

and we _____ a corporation
duly authorized to do business in this State, as Surety(s), are this date held and firmly
bound unto the State of Texas in the amount of _____

_____ Dollars \$ _____

for payment of which indemnity the said Principal and Surety, by this declaration, do firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and individually.

Since a Contract, which by reference is made a part hereof, exists between Principal and the State of Texas, acting by and through the Texas General Land Office/Veterans Land Board, and dated _____ for the _____

The conditions of this obligation are, therefore, such that it shall remain in full force and effect unless and until the Principal shall faithfully perform the Contract in accordance with the Contract Documents.

In the event of Principal's failure, as defined by the Contract Documents, to faithfully perform the Contract, Surety(s) will within fifteen (15) days of determination of default, assume full responsibility for completion of said Contract and become entitled to payment of the balance of the Contract amount.

The liabilities, rights, limitations, and remedies concerning this Bond shall be determined in accordance with the provisions of Chapter 2253 of the Texas Government Code, as amended, pursuant to which Bond is executed.

IN WITNESS TO THIS DECLARATION, the said Principal and Surety(s) have signed and sealed this instrument

this _____ day of _____

PRINCIPAL

SURETY

By _____

By _____

Bond Identification No. _____

Address of Attorney-In-Fact _____

Telephone No. of Attorney-In-Fact _____

PAYMENT BOND

STATE OF TEXAS
COUNTY OF _____

LET IT BE KNOWN BY THIS INSTRUMENT:

That we, _____ as principal
and we _____ a corporation
duly authorized to do business in this State, as Surety(s), are this date held and firmly
bound unto the State of Texas in the amount of _____

_____ Dollars \$ _____
for payment of which indemnity the said Principal and Surety, by this declaration, do firmly bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and individually.

Since a Contract, which by reference is made a part hereof, exists between Principal and the State
of Texas, acting by and through the Texas General Land Office/Veterans Land Board, and dated
_____ for the _____

The conditions of this obligation are, therefore, such that it shall remain in full force and effect unless
and until the Principal shall faithfully perform the Contract in accordance with the Contract
Documents.

The liabilities, rights, limitations, and remedies concerning this Bond shall be determined in
accordance with the provisions of Chapter 2253 of the Texas Government Code, as amended,
pursuant to which Bond is executed.

IN WITNESS TO THIS DECLARATION, the said Principal and Surety(s) have signed and sealed this
instrument

this _____ day of _____

PRINCIPAL

SURETY

By _____

By _____

Bond Identification No. _____

Address of Attorney-In-Fact

Telephone No. of Attorney-In-Fact



Texas General Land Office
Construction Services, Suite 700
1700 N. Congress Ave., Austin TX 78701
Telephone: (512) 475-0501

CHANGE ORDER # 1

GLO Project No. 1650 - CS319002
GLO Contract No. 22-060-000-D154

RECOMMENDED BY
 ARCHITECT / ENGINEER:

Mott MacDonald
 Firm Name

Signature
 10/13/2022

Date

CONTRACTOR

Shirley & Sons Construction Co., Inc. Adolph Thomae Park Shoreline Protection Ph. 3-4
 Firm Name Project Title

PO Box 429
 Address

Adolph Thomae Park, Cameron Co
 Project Site

Cleveland TX 77328
 City, State ZIP

PO # **0020721**

Your CONTRACTOR'S CHANGE PROPOSAL on the subject described in brief as:

Time only to allow for weather delays.

has been reviewed by the persons whose signatures are affixed here and is hereby approved effective immediately for incorporation into the work.

Accordingly, this approval validates your CONTRACTOR'S CHANGE ORDER REQUEST which is attached hereto and together form the CHANGE ORDER. Pursuant to the change being accomplished, the total sum will be altered as shown on this Change Order.

DocuSigned by:

Chief Clerk, Texas General Land Office
 11/1/2022

Date

Contract Amount:

| | |
|--|-----------------|
| ORIGINAL CONTRACT | \$ 1,656,636.00 |
| Previous Changes | \$ 0.00 |
| This Change <input checked="" type="radio"/> Add or <input type="radio"/> Deduct | \$ 0.00 |
| TOTAL NET CONTRACT | \$ 1,656,636.00 |
| Total Change Order Percent of Original | 0% |

CONTRACT TIME

| | |
|--------------------------------------|------------|
| Notice to Proceed Date | 05/16/2022 |
| Original Completion Date | 11/12/2022 |
| Existing Substantial Completion Date | 11/12/2022 |
| Calendar days extended/reduced | 48 |
| Amended Substantial Completion Date | 12/30/2022 |
| Anticipated Final Acceptance Date | 01/30/2023 |

Texas General Land Office Review:

All documents of this change have been reviewed by the undersigned and are recommended for approval.

Joelynn Barclay 10/17/22
 Project Manager, Construction Services Date

Jeffrey M Kuffner 10/18/22
 Deputy Director, Construction Services Date

Date entered in BuySpeed: _____

DocuSign routing - per original contract:

| | | | |
|-----------|--|--------|--|
| OGC | | CR Dir | |
| CS PM | | CR DD | |
| CS DepDir | | CR SDD | |
| CS SDD | | DGC | |
| CR PM | | GC | |
| CR Div | | | |

Copy to CMD

Summary of CO request(s)

CHANGE ORDER # 1GLO Project No. 1650 - CS319002GLO Contract No. 22-060-000-D154

| Item # | COR# | Title: |
|--|------------------|---|
| 1 | 1 | Reason for change: <input type="radio"/> Unforeseen conds <input type="radio"/> Owner req. scope change <input type="radio"/> A/E E&O <input checked="" type="radio"/> Other: weather delays |
| Description | Addl. Days (+/-) | Total Amount of Item |
| Time only extension for weather delays | 48 | \$ 0.00 |
| Item # | COR# | Title: |
| | | Reason for change: <input checked="" type="radio"/> Unforeseen conds <input type="radio"/> Owner req. scope change <input type="radio"/> A/E E&O <input type="radio"/> Other: |
| Description | Addl. Days (+/-) | Total Amount of Item |
| | 0 | \$ 0.00 |
| Item # | COR# | Title: |
| | | Reason for change: <input type="radio"/> Unforeseen conds <input type="radio"/> Owner req. scope change <input type="radio"/> A/E E&O <input type="radio"/> Other: |
| Description | Addl. Days (+/-) | Total Amount of Item |
| | 0 | \$ 0.00 |
| Item # | COR# | Title: |
| | | Reason for change: <input type="radio"/> Unforeseen conds <input type="radio"/> Owner req. scope change <input type="radio"/> A/E E&O <input type="radio"/> Other: |
| Description | Addl. Days (+/-) | Total Amount of Item |
| | 0 | \$ 0.00 |
| Item # | COR# | Title: |
| | | Reason for change: <input type="radio"/> Unforeseen conds <input type="radio"/> Owner req. scope change <input type="radio"/> A/E E&O <input type="radio"/> Other: |
| Description | Addl. Days (+/-) | Total Amount of Item |
| | 0 | \$ 0.00 |
| Page Subtotal: | | 48 \$ 0.00 |
| Change Order Total: | | 48 \$ 0.00 |

Project Manager:

Joelynn Barclay



TO: **Architect/Engineer** 10/06/22
Date

REF: Additional Time Only

RFI # N/A

**CONTRACTOR'S
CHANGE ORDER REQUEST #01
(COR)**

The following is a detailed description and itemized cost breakdown for the proposed change, including both materials and labor for all additions to and/or deductions from the contract sum and/or time period (identify and attach supporting documentation).

Adolph Thomaes Park Shoreline Protection Ph. 3-4

GLO/VLB Project Name
22-060-000-D154

GLO/VLB Project No.

Amount:

Description:

Additional days added to contract due to weather delays experienced by the Contractor and to accommodate possible storms in current hurricane season. \$ 0.00

Current SC date is 11/12/2022, extending to 12/30/2022. \$ 0.00

No change to contract sum.

Total (Addition) (Deduction) to CONTRACT SUM if accepted..... \$ 0.00

REQUEST IS MADE FOR ADDITION OF 48 CALENDAR DAYS TO THE CONTRACT PERIOD.

Contractor submits the above proposal for your consideration. Contractor understands and agrees that approval of this proposal does not authorize any change in the Work. A change in the work can only be authorized by the final signed CHANGE ORDER.

The undersigned A/E has reviewed and approved Contractor's proposed change and recommends its acceptance.

Contractor's Authorized Signature Date

10/13/2022
A/E's Authorized Signature Date

Shirley & Sons Construction Co., Inc.
Name of Contracting Firm

Mott MacDonald
Name of A/E Firm

ODR/Project Manager has reviewed and approved Contractor's proposed change and recommends its acceptance.

10/17/2022
ODR/PM's Authorized Signature Date

Joelynn Barclay
Name of ODR/PM