

VENDOR

PURCHASE ORDER
TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT

Order Date
11/12/2024

Page 01

200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

Purchase Order No.	(Include this number on all correspondence and packages)
P500178	

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

VENDOR
12080680700 MUSTARD DESIGN PLLC 209 S LLANO ST STE B FREDERICKSBURG, TX 78624-4134

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

INVOICE TO:
TEXAS A&M FOREST SERVICE FIAD--PURCHASING 200 TECHNOLOGY WAY, SUITE 1151 COLLEGE STATION TX 77845-3424
SHIP TO:
TEXAS A&M FOREST SERVICE FREDERICKSBURG OFFICE 100 BUSINESS COURT FREDERICKSBURG TX 78624

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED
BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT **PRIOR** TO SHIPPING.

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

Item	Description	Quantity	UOM	Unit Price	Ext Price
	USER REF: 000000-TMC				
1	Schematic Design	1	LOT	24,850.000	24,850.00
2	Design Development	1	LOT	19,900.000	19,900.00
3	Construction Documents	1	LOT	63,400.000	63,400.00
4	Bidding & Contract Administration. Prices for each trade shall be as outlined in Proposal	1	LOT	34,125.000	34,125.00
5	Geotechnical Engineering	1	LOT	5,500.000	5,500.00
6	Land Survey. This line may only be used with prior written authority from Trent Buford	1	LOT	4,400.000	4,400.00
7	Cost Estimating	1	LOT	7,400.000	7,400.00
8	Reimbursables as outlined in attached proposal	1	LOT	6,500.000	6,500.00
				TOTAL	166,075.00
	***** NET 30 *****				
	NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT.				
	POINTS OF CONTACT: TRENT BURFORD TX A&M AGRILIFE, 578 JOHN KIMBROUGH BLVD., RM. 553 COLLEGE STATION, TX 77843 979-314-5865 TRENT.BURFORD@AG.TAMU.EDU (PRIMARY)				

CEC

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

FOB: DESTINATION FRT INCLUDED

Terms:

FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions nor cancellations permitted without prior approval of Purchasing Department.

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309 (4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State of Texas shall prevail.

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT

PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

PURCHASE ORDER

VENDOR

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FIAD--PURCHASING
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COLLEGE STATION TX 77845-3424

VENDOR
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FREDERICKSBURG OFFICE
100 BUSINESS COURT
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Item	Description	Quantity	UOM	Unit Price	Ext Price
CEC	<p>TERRY SMITH TX A&M FOREST SERVICE (SECONDARY) 200 TECHNOLOGY WAY,STE. 1151 COLLEGE STATION, TX 77845 979-458-7381 TSMITH@TFS.TAMU.EDU</p> <p>MUSTARD ARCHITECTS WHITNEY KOCH, AIA, NCARB 209 S. LLANO ST., STE.B FREDERICKSBURG, TX 78642 830-997-7042 WKOCH@MUSTARDARCHITECTSTX.COM</p> <p>PURCHASE OF ARCHITECT/ENGINEER SERVICES FOR THE TEXAS A&M FOREST SERVICE'S, FREDERICKSBURG OFFICE.</p> <p>SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE ATTACHED PROPOSAL, 6-PAGES, DATED 11/7/2024, RFQ-24-001 AND THE SERVICES AGREEMENT ENTERED INTO BY AND BETWEEN TEXAS A&M FOREST SERVICE AND MUSTARD DESIGN, DBA MUSTARD ARCHITECTS, EFFECTIVE 10/15/2024.</p> <p>VENDOR QUOTE: RFQ-24-001 VENDOR REF: WHITNEY KOCH #830-997-7024</p>				

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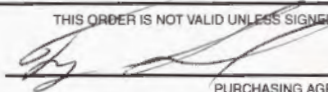
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PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE



November 7, 2024

TAMU Foerst Service
Attn: Trent Burford
200 Technology Way, Suite 1151
College Station, TX 77845

via: trent.burford@ag.tamu.edu

Re: Architectural and Engineering Design Services
For a new TAMU Forest Service Office in Fredericksburg

Dear Mr. Burford,

It was a pleasure speaking with you and Mr. Smith regarding the expansion needs of the Texas A&M Forest Service department. Thank you for the opportunity to be a part of this project and submit a proposal. We understand you would like us to provide architectural and engineering design services for a new office and shop facility here in Fredericksburg, Texas. This agreement letter outlines our basic project understanding, the scope of services we will provide, and the fee associated with those services. The terms and conditions of RFQ-24-001 and the Services Agreement entered into by and between Texas A&M Forest Service and Mustard Design, PLLC, dba Mustard Architects, effective 10/15/2024 shall apply to this proposal and resulting work.

SCOPE OF SERVICES:

- Project is located at 100 Business Court in Fredericksburg, Texas.
- We will provide schematic design, design development, construction documentation, bidding, and contract administration services for a new office and shop building for the Texas A&M Forest Service.
- The site is partially developed with two temporary buildings, existing drive aisles, and parking areas. These areas will be incorporated into the new designs to limit overall site disturbance
- Two temporary buildings are on site and are currently occupied. They are expected to remain until the new office building is complete, at which time they shall be removed and the shop building constructed.
- Existing public utilities are anticipated to be utilized, though their sizing will be verified to ensure compatibility with the new development.
- Coordination with Civil, Structural, Mechanical, Electrical, and Plumbing systems and Landscape will be provided.
- A current survey of the existing conditions of the site including topography and trees shall be supplied by the client for use by Mustard Architects, and is included in the fee structure below.
- Accessibility shall be provided in accordance with TAS requirements, plans shall be submitted to TDLR for Plan review by a licensed RAS.

Schematic Design

- Production of conceptual design drawings, comprising of exterior elevations and a floor plan describing the look and feel of the proposed buildings
- Propose exterior finish materials and color palettes for review and discussion
- General life safety building code and ADA review for the structure
- The design team will meet with the local facility users to assess the project's needs and organization.
- We will meet 1-2 times with the client virtually to review the project scope, design criteria, and review the design progress and receive comments and/or modifications to the design plans. Design consultants will not be present at these meetings unless specifically requested (subject to additional fees if requested).
- Deliverable shall be schematic drawing of the facilities indicating program requirements to be used as the guidelines for the development of the construction documents.
- Mustard Architects will participate and present the project to the City of Fredericksburg as necessary for preliminary approval.



Design Development

- Production of design drawings in Revit/CAD format for coordination with consultants and Client review.
- Document exterior finish materials and color palettes for review and approval
- Coordination with consultant scope of work
- Coordination and meetings with local jurisdictional agencies as required (City building and engineering departments, Fire department, etc.)
- One meeting, virtually, with the Client and selected users to finalize programing. Design consultants will not be present at these meetings unless specifically requested (subject to additional fees if requested).

Construction Documents

- Production of working drawings in Revit/CAD format and technical specifications consistent with the level of detail required to obtain a building permit, prepare construction bids by a contractor, and construct the work described
- Structural design for foundation and building framing
- Mechanical systems including building conditioning and exhaust systems. Domestic hot & cold water and sanitary systems.
- Electrical systems including building lighting, general purpose power, site lighting, electrical service design. No back-up generators are anticipated or included in this scope of work.
- Civil engineering design including dimension control, site grading, and utility connections
- Coordination with consultants' documents and vendors
- Selection and documentation of approved finish schedule of materials
- One meeting, at the Client's chosen location, with the Client and selected users to review final construction plans prior to release for construction. Virtual meetings can be held at any time.
- Submission of plans for TDLR / ADA plan review
- Submission to the City of Brady for building permit review
- Two rounds of each Agency review comments are anticipated and included in the fixed fee amount. If more than two rounds are required prior to submitting for final permit additional services may be requested.

Bidding

Bidding has been itemized below for reference but will be included as a total fee with the contract administration fees itemized below.

- Receive and respond to RFI's from contractor during pricing of the documents
- Provide assistance to the Client in reviewing pricing received from contractor
- Site visits as necessary during the bidding process
- Review and respond to regulatory comments for any required permits or site plan review.
- Provide assistance to Client in reviewing pricing received from sub-contractors

Contract Administration

- Review primary component shop drawings and submittals received from the contractor
- Respond to contractor RFI's clarifying the intent of the contract documents
- Architectural, Structural, MEP, Civil and Landscape site visits necessary by the design team to oversee the execution of the contract. See Meetings section below for anticipated site visits.
- Review and approve any modifications to the contract documents (i.e. change orders)
- Provide assistance to the Client in reviewing pay requests received from contractor
- Participation in Owner/Architect/Contractor meetings
- Punch list preparation at the completion of construction
- Site visits for substantial completion and final completion
- Construction administration is based on an 8-month construction schedule



Survey

- Mustard Architects will contract and coordinate the completion of a site survey, if one does not exist. Survey will include the property boundary extents, locate existing visible utilities, provide topographical information, and existing improvements, and existing trees.
- The fee for these services is listed below, and is an additional cost. The services listed above will only be provided if the client approves by initialing in the section below.

Geotechnical Reports

- Mustard Architects will contract and coordinate the completion of a geotechnical report, if one does not exist.
- The geotechnical report will be prepared, signed and sealed by a licensed Professional Engineer in the state of Texas and the report will include results of the field and laboratory testing together with provided analysis of the results and applicable recommendations. A digital report will be provided outlining the following:
 - A boring location plan
 - Soil and groundwater conditions encountered at the boring locations
 - Earthwork recommendations, including material type and compaction requirements
 - Construction considerations related to soil and groundwater conditions at the borings
 - Geotechnical recommendations including:
 - subgrade improvements to reduce potential vertical movements (PVR)
 - shallow foundation design recommendations for the proposed buildings
 - pavement design recommendations for the heavy-duty parking and drive areas
- The fee for these services is listed below, and is an additional cost. The services listed above will only be provided if the client approves by initialing in the section below.

Cost Estimating

- Mustard Architects will submit the schematic design documents to our included cost estimating consultant for a schematic pricing estimate for review by TAMU Forest Service representatives.
- At 75% completion of the construction documents MA will submit the updated/current plans to the same estimator for an updated pricing estimate for review by TAMU Forest Service representatives.
- At the completion of the construction documents MA will submit the full set of plans to the contractor pool for full project bid proposals.
- The fee is listed below, and is an additional cost. The services listed above will only be provided if the client approves by initialing in the section below.

Consultants:

The following consultants will be retained by, and under the direction of Mustard Architects. Any consultant not listed will be the responsibility of the Client to retain, or provided as a reimbursable under this agreements. The Client shall direct their consultants to coordinate with Mustard Architects.

- | | |
|--------------------------------------|--|
| • MEP Engineering services: | BHB |
| • Landscape Architectural services: | BHB |
| • Structural Engineering services: | Alpha Consulting Engineering |
| • Civil Engineering services: | Hewitt Engineering |
| • Geotechnical Engineering services: | Rock Engineering |
| • Cost Estimate services: | Computerized Estimating Services (CES) |
| • Survey services: | Waymaker Surveying |

Mustard Architect's fees set forth below include contracting and coordinating with the above consultants.



Meetings

- Anticipated meeting/site visits for the project are listed below; any additional meetings requested above these amounts will be billed at the design team's hourly rate. Meetings are separated based on design and construction review services. Participation in OAC meetings by sub-consultants is not included, but can be provided at our hourly rates upon request by the Client. A reasonable amount of conference calls are included at no cost.

Consultant	SD-CD	Bid-CA
Architect	teleconference as needed 1- In-person meeting to finalize CDs	10 - site visits included in estimate
Structural Engineer	teleconference as needed	2 - site visits included in estimate
MEP Engineer	teleconference as needed	2 - site visits per discipline included in estimate
Civil	teleconference as needed	5 - Site visits included in estimate
Landscape		2 - site visits included in estimate

COMPENSATION:

We will perform the schematic design through construction document work described for a fixed sum based on the scope of work described above. Billing will be invoiced monthly as a percentage of the services performed during that month. Contract Administration (including bidding) will be billed on an hourly basis at the rates listed below. The fees and expenses including the fees of any sub-consultants required will be invoiced on a monthly basis with hourly backup provided. All work performed by consultants under the direction of Mustard Design will have a 10% mark-up. The following is a breakdown of the fees anticipated, including mark up of included consultants (excluding reimbursables).

DESIGN SERVICES FEE PROPOSAL

Design Services for Architectural & All Listed Consultants: Fixed Fee

Schematic Design	\$	24,850
Design Development	\$	19,900
Construction Documents	\$	63,400
Fixed Fee Design Services Total	\$	108,150

Bidding & Contract Administration: Hourly Estimate

Architect	\$	19,100
Civil Engineer	\$	4,125
Structural Engineer	\$	2,750
MEP Engineer	\$	6,950
Landscape Architect	\$	1,200
Hourly Design Fee Estimate Total	\$	34,125

Total Fixed & Hourly Fee \$ 142,275

Additional Non A/E Consultants: Fixed Fee

Geotechnical Engineering	Client Initials	\$	5,500
Survey	Client Initials	\$	4,400
Cost-Estimating	Client Initials	\$	7,400
Total Additional Consultants Fees		\$	17,300



Reimbursable: Estimate (see Reimbursable section below for full list)		
Prints, Travel, Meals, Etc.	\$	5,000
ADA/TDLR Fees	\$	1,500
Estimated Reimbursable	\$	6,500

ADDITIONAL SERVICES:

Additional services are services that may be needed by the client or requested by the city, but which are not included in the basic scope of services described above. Additional services will be provided under a separate fee proposal only with the prior approval of the client. Consultant's additional service work under the direction of Mustard Design will be billed at cost plus ten percent.

- Unforeseen changes by either the client or local jurisdictional agencies
- Revisions to the plans required as a result of unforeseen field conditions.
- Changes to the documents, plans or specifications after construction documents are issued
- Revisions required by local jurisdictional agencies during plan review
- Changes and additions to the scope of work as describe in the scope of services
- Platting and topographic survey
- Value engineering or cost reduction services, review, and design document updates.
- Graphics and signage design or documents
- Review or coordination of record drawings and/or as built documents produced by the Contractor
- Presentation or marketing renderings: presentation renderings can be provided at a flat fee of \$3,500.00 per rendering
- Review of Contract for Construction
- Any additional geotechnical engineering/consulting requested after submittal of the report will be billed at a rate of \$185/hour.

Hourly service and approved additional services shall be performed as required on an hourly basis at the following rates:

HOURLY RATES:

Architectural Principal	\$ 200/hour
Associate Principal	\$ 180/hour
Senior Architect	\$ 175/hour
Architect I	\$ 135/hour
Project Coordinator	\$ 100/hour
Administrative	\$ 80/hour

Consultant Hourly Rate Sheets can be provided upon request

REIMBURSABLES

Expenses shall be reimbursed at cost plus 10% and are not included in the fee for professional services:

- Copies and printing for all drawings, specifications, reports and reproduction of drawings, renderings and other documents furnished or prepared in connection with the work of this contract.
- Travel associated with the project including mileage in excess of 5 miles one way, meals, and overnight accommodations. Mileage will be reimbursed at the current allowed IRS rate without a 10% surcharge
- Postage and shipping expenses other than first class mail
- Models, special equipment, maps and special printed documents and reports.
- Special renderings or promotional photography
- Consultants or third-party providers other than listed included consultants. Added consultants under Mustard Design's contract will be billed at cost plus ten percent.
- Fees associated with regulatory City, RAS and TDLR Accessibility Plan Review, and other third-party reviews and inspections required by local and state jurisdictional agencies



ASSUMPTIONS AND EXCLUSIONS:

- FF&E, security, or A/V drawings or specifications are not included as part of this proposal. If they are requested or deemed necessary Mustard Design will provide an amendment to this agreement for review and approval prior to commencing work.
- Structural design is assumed to be slab on grade foundation. If the geotechnical engineer recommends a different foundation approach the structural services will be updated and an amended contract provided.
- The Architect shall rely on the accuracy, thoroughness, and completeness of all information provided by the Client or Client's representative(s), including pricing, schedule, or other information provided by the Client's Construction Manager, Contractor, or similar advisor during all phases of the project.
- The Client agrees to limit our liability, to the fullest extent allowed by law, due to negligent acts, errors or omissions, such that the total aggregate liability of the Architect shall not exceed the lesser of \$50,000, or the Architect's total fee for services rendered on this project. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of Texas A&M Forest Service to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on Texas A&M Forest Service's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on Texas A&M Forest Service except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Agreement by Texas A&M Forest Service nor any other conduct, action, or inaction of any representative of Texas A&M Forest Service relating to this Agreement constitutes or is intended to constitute a waiver of Texas A&M Forest Service's or the state's sovereign immunity.
- Texas A&M Forest Service's payment shall be made in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment.

We are excited about this opportunity to serve you. Please do not hesitate to call if you have any questions or require additional information. If this letter of agreement is acceptable to you, please indicate your acceptance by signing below and return a copy to my office.

Sincerely,

Whitney Koch, AIA, NCARB
Principal
Texas Registered Architect #24419

ACKNOWLEDGED AND APPROVED:

Signature

Date

Name/Title