

PURCHASE ORDER

VENDOR

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

Order Date
04/14/2026
Page 01

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

Purchase Order No.	(Include this number on all correspondence and packages)
P600284	

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

INVOICE TO:
TEXAS A&M FOREST SERVICE FIAD--PURCHASING 200 TECHNOLOGY WAY, SUITE 1151 COLLEGE STATION TX 77845-3424

VENDOR
17526514060 BROWN REYNOLDS WATFORD ARCHITECTS LLC 3535 TRAVIS ST STE 250 DALLAS, TX 75204-1482

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

SHIP TO:
TEXAS A&M FOREST SERVICE CLARKSVILLE OFFICE 1701 E. MAIN STREET CLARKSVILLE TX 75426

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-KRL				
1	Schematic Design	1	LOT	15,750.000	15,750.00
2	Design Development	1	LOT	15,750.000	15,750.00
3	Construction Documents	1	LOT	42,000.000	42,000.00
4	Bidding & Contract Negotiations	1	LOT	5,250.000	5,250.00
5	Construction Administration	1	LOT	26,250.000	26,250.00
6	Topographical & Boundary Survey	1	LOT	13,500.000	13,500.00
7	Civil Engineering	1	LOT	10,800.000	10,800.00
8	Registered Accessibility Specialist/TDLR Fees	1	LOT	3,000.000	3,000.00
9	Geotechnical Investigation and Report	1	LOT	14,000.000	14,000.00
10	Reimbursables as outlined in attached proposal.	1	LOT	2,000.000	2,000.00
				TOTAL	148,300.00

***** 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.

BY ACCEPTANCE OF THIS PURCHASE ORDER VENDOR AGREES TO ALL TERMS AND CONDITIONS (AS APPLICABLE) LISTED ON ATTACHED "TEXAS A&M

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.

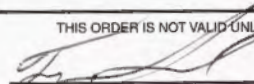
IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY

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

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

Order Date
04/14/2026

Page 02

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

Purchase Order No.	(Include this number on all correspondence and packages)
P600284	

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

INVOICE TO:
TEXAS A&M FOREST SERVICE FIAD--PURCHASING 200 TECHNOLOGY WAY, SUITE 1151 COLLEGE STATION TX 77845-3424
SHIP TO:
TEXAS A&M FOREST SERVICE CLARKSVILLE OFFICE 1701 E. MAIN STREET CLARKSVILLE TX 75426

VENDOR
17526514060 BROWN REYNOLDS WATFORD ARCHITECTS LLC 3535 TRAVIS ST STE 250 DALLAS, TX 75204-1482

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

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

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

Item	Description	Quantity	UOM	Unit Price	Ext Price
CEC	<p>FOREST SERVICE PURCHASE ORDER--ATTACHMENT A".</p> <p>PURCHASE OF ARCHITECT/ENGINEER SERVICES FOR THE TEXAS A&M FOREST SERVICE'S, CLARKSVILLE OFFICE/SHOP. SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE ATTACHED PROPOSAL, 4-PAGES, DATED 4/13/2026, RFQ-24-001 AND THE SERVICES AGREEMENT ENTERED INTO BY AND BETWEEN TEXAS A&M FOREST SERVICE AND BRW ARCHITECTS, EFFECTIVE 10/15/2024.</p> <p>POINT OF CONTACTS:</p> <p>TEXAS A&M AGRILIFE (PRIMARY) TRENT BURFORD 578 JOHN KIMBROUGH BLVD., RM.553 COLLEGE STATION, TX 77843</p> <p>TEXAS A&M FOREST SERVICE (SECONDARY): TERRY SMITH 200 TECHNOLOGY WAY, SUITE 1151 COLLEGE STATION, TX 77845 (979) 458-7381 TSMITH@TFS.TAMU.EDU</p> <p>BRW ARCHITECTS ANDREW EVERTSON, AIA 3535 TRAVIS STREET DALLAS, TX 75204 (214) 528-8704 AEVERTSON@BRWARCH.COM</p> <p>VENDOR QUOTE: 04/13/2026 VENDOR REF: BRW ARCHITECTS #214-528-8704</p>				

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.

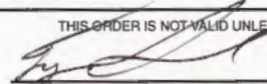
IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY

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

April 13, 2026

Aaron Hodge, CCM
Assistant Director, Facilities and Construction
Texas A&M AgriLife Administrative Services
Mail Stop 2147 TAMU, College Station
57B John Kimbrough Blvd AGSV Suite 555
College Station, TX 77843

PROFESSIONAL SERVICES PROPOSAL FOR TEXAS A&M FORESTRY SERVICE, CLARKSVILLE OFFICE AND EQUIPMENT BUILDING

Brown Reynolds Watford Architects, Inc. appreciates your consideration of the Texas A&M Forest Service - Clarksville Office and Equipment Building project. The project understanding, project team, scope of services, project schedule and compensation are as described below.

The terms and conditions of RFQ-24-001 and the Services Agreement entered into by and between Texas A&M Forest Service and Brown Reynolds Watford Architects, Inc., effective 10/15/20204 shall apply to this proposal and resulting work.

PROJECT SCOPE UNDERSTANDING

Based on our discussions and the Program of Requirements provided by , we understand the project involves design and construction of an approximately 1,700-square-foot office space directly adjacent to a 3,800-square foot equipment building for the Texas A&M Forest Service located on 2.5 acres of land in Clarksville, Texas. The new facility will house 5 Forest Service staff members and include typical office support spaces. The equipment building is anticipated to heavy construction equipment (bulldozers), light duty vehicles and all-terrain vehicles, personnel lockers, tools and equipment.

We understand the anticipated construction budget to range between approximately \$1,200,000 and 1,500,00.

The project delivery method will be by Competitive Sealed Proposal (CSP). We understand it is the intent of the Forest Service to complete this project by December 2027.

PROJECT TEAM

- BRW Architects
 - Andrew Evertson, AIA Architect
 - Paul Dennehy, FAIA Principal-In-Charge
 - Josh Allen Project Manager
 - Lenda Sturdivant Project Architect
 - Interior Designer
- Consultants
 - IMEG Structural Engineer
 - IMEG Civil Engineer
 - Basharkhoh Engineering Mechanical and Plumbing Engineer / Fire Protection
 - Moose / Cleary Zimmerman Electrical Engineer and Low Voltage Systems (*VetHUB)
 - Gessner Engineering Geotechnical Engineering

SCOPE OF SERVICES

Basic Services

Construction Documents shall be formatted on 30" x 42" sheets. The Project Manual (Specifications) will be 8 1/2" x 11" format. The Owner shall be responsible for preparing bidding (solicitation) documents for inclusion in the Project Manual. The Architect shall provide digital drawings and specifications to the Owner for bidding. The Owner shall provide all printing related to the bidding process.

Basic Services shall include work as follows:

- Design Deliverables shall include 100% Schematic Design, 100% Design Development, 95% Construction Documents. Review meetings are assumed to be virtual via Teams or Zoom.
- **Architectural Design**
- **Structural Engineering:** Building foundation to be grade supported (stiffened slab-on-grade) with spread footings. Pre-engineered metal building will be delegated design by others.
 - **Exclusions from Structural Engineering Scope:**
 - Structured building foundation as required by owner or geotechnical recommendations
 - Site retaining walls, dumpster enclosures, monuments signs and screen walls.
 - Additional Construction Administration site visits beyond 2 trips
- **Mechanical, Electrical, and Plumbing Engineering.** Should a fire sprinkler system be required or requested by the Owner or AHJ, it shall be defined by a performance specification.
- **Low Voltage System (Telcom, AV, Security):** To include infrastructure only. Active equipment shall be by Owner
- Texas Accessibility Standards review and site inspection (at completion of construction). BRW will submit the signed and sealed construction documents to a Registered Accessibility Specialist (RAS) for plan review. The plan review fee is included in this fee proposal as a reimbursable expense. BRW will also have the RAS submit a fee proposal for the site inspection. Inspection fee shall be a reimbursable expense.
- Bidding & Negotiations
 - Pre-Proposal Conference as required
 - Meet with General Contractor on site to review scope of work
 - Answer General Contractor's questions
 - Issue Addenda as required
 - Assist Texas A&M Forest Service with Contractor Evaluations as required
- Construction Administration
 - Review Shop Drawings and Submittals. Maximum 2 reviews of each Contractor submittal/shop drawing
 - Review of RFI's and answer Contractor questions
 - Review Contractor Payment Submittals
 - Review proposed changes
 - Up to 8 site observation visits with field reports and meeting minutes, including 1 Pre-Final Punch List Walk-Through and 1 Final Walk-Through. Additional site visits shall be compensated as an Additional Service including reimbursables for travel.
 - Monthly OAC meeting attendance will be virtual (if not concurrent with site observation trips).

Architect's Additional Services

- **Topographic and Boundary Survey:** (performed by IMEG) for approximately 2.5 acres
- **Civil Engineering (on-site):** including on-site paving, grading, drainage, water and sanitary sewer design, dimension control, erosion control, and storm water management/detention design.
 - **Exclusions from Civil Engineering Scope:**
 - Off-site utilities including utilities, downstream stormwater, or street improvements
 - Coordination with TxDOT and / or traffic studies
 - Upsizing / replacing underground utilities
- **Geotechnical Investigations:** A total of four (4) borings, including two (2) borings to 30' depth for building foundation recommendations and two (2) borings to 10' depth for paving recommendations.
 - **Exclusions from Geotechnical Scope:**
 - Ground Penetrating Radar (GPR) & Site visit to confirm proposed boring locations due to site constraints

While not anticipated at this time, BRW can provide the following Additional Services at the Owner's request, including but not limited to the following:

- Cost Estimating (performed by Halford Busby, LLC)
- Professional models or renderings
- Graphics and Way finding
- FF&E including vending, furniture, and office equipment selection and procurement
- Services necessitated by a change in the Owner provided information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or procurement or delivery method.
- Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations
- Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors.
- Consultation concerning replacement of Work resulting from fire or other cause during construction.

Exclusions from Basic Services

The services shown below are not anticipated at this time, however, project requirements identified during design may require them to be added:

- Exclusions noted in Basic Services above
- Existing Facilities Survey and verification
- LEED or other sustainable design methods and certifications
- Preparation or assistance with multiple or fast track drawing / bid packages
- Full-time on-site construction administration / site visits exceeding the number listed above
- Architectural acoustics, sound isolation and HVAC noise control design, including but not limited to:
 - Establishing design criteria for room acoustics, speech intelligibility and noise control
 - Setting Sound Transmission Class (STC) design criteria for wall and ceiling design
 - Assigning HVAC Noise Criterion (NC) values for acceptable background noise levels from mechanical equipment
- Technology design, including active equipment for Security, AV, and Data (infrastructure only included in Basic Services)
- Construction Administration services, including site observation visits, OAC meetings, etc. provided more than 30 days after the date of Substantial Completion established in the original construction contract shall be compensated for as an Additional Service and shall include reimbursables for travel.

Owner Provided Services

The Owner shall furnish services, when such services are required to complete the project.

- Laboratory materials testing (during construction).
- Environmental or hazardous materials abatement scope definition, design, and specifications, including abatement monitoring and reporting services based on Owner's Limited Asbestos and Lead-Based Paint Inspection Report dated November 4, 2025, for building(s) to be demolished per state laws and building permit requirements, as applicable.
- Testing, Adjusting, and Balancing (TAB) of mechanical systems
- Building Systems Commissioning
- Telecommunications and computer equipment and wiring, including voice, data, cable TV, fiber optic cabling, wire management systems.

PROJECT SCHEDULE

We understand the Owner would like to take occupancy of the spoce in December 2027. As such, our proposed Preliminary Project Schedule is as follows:

Notice to Proceed (anticipated)		April 20, 2026
Schematic Design (including owner review & approval)	6 weeks	June 1, 2026
Design Development (including owner review & approval)	6 weeks	July 13, 2026
Construction Documents	8 weeks	September 7, 2026
Bidding & Negotiations	8 weeks	November 2, 2026
<u>Construction Substantial Completion</u>	<u>55 weeks</u>	<u>November 2027</u>
Final Completion / Owner Occupancy		December 2027

COMPENSATION

Based upon the scope of services described above, Brown Reynolds Watford Architects proposes a lump sum fee for Basic and Additional Services, plus reimbursable expenses as shown below.

Basic Services	
Schematic Design (15%)	\$15,750
Design Development (15%)	\$15,750
Construction Documents (40%)	\$42,000
Bidding / Negotiations (5%)	\$5,250
<u>Construction Administration (25%)</u>	<u>\$26,250</u>
TOTAL BASIC SERVICES FEE	\$105,000
ADDITIONAL SERVICES (not included in Basic Services above)	
Topographic & Boundary Survey	\$13,500
Civil Engineering	\$10,800
Registered Accessibility Specialist / TDLR Fees	\$3,000
<u>Geotechnical Investigation and Report</u>	<u>\$14,000</u>
TOTAL ADDITIONAL SERVICES	\$41,100

Reimbursable expenses are in addition to the fee and shall not exceed **\$2,000** without the written approval of the Owner. They shall be invoiced at the same cost billed to the Architect and include, but are not limited to, document reproduction and courier / overnight deliveries, etc. Compensation shall be invoiced monthly based on the Architects' percentage complete at that time.

Additional Services or modifications to the project scope or professional services beyond this proposal shall be authorized in writing by the Owner and shall be computed at 1.10 times the amount billed the Architect for new consultants. Additional Services performed by BRW Architects shall be authorized in writing by the Owner and compensated at the hourly rates in accordance with the Contract (listed below).

Sincerely,

Andrew Everton, AIA
 Principal, Higher Education
 aevertson@brwarch.com
 214-528-8704



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: When a state agency requires a subcontracting plan, a bid, proposal, offer, or other applicable expression of interest for the contract must contain a plan to be considered responsive.

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas.

-- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.285(d), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the agency specific HUB goal. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs shall qualify for meeting the HUB goal.

The Texas A&M System goal is 2%.

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Brown Reynolds Watford Architects, Inc. State of Texas VID #: 17526514066
 Point of Contact: Andrew Everton Phone #: 214.528.8704
 E-mail Address: aevertson@brwarch.com Fax #: 214.528.8707
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Requisition #: _____ Bid Open Date: _____

(mm/dd/yyyy)

Enter your company's name here: Brown Reynolds Watford Architects, Inc. Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods and services will be subcontracted. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)
- No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB.

Item #	Subcontracting Opportunity Description	HUBs	Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Structural & Civil Engineering & Surveying	%	20 %
2	Mechanical and Plumbing Engineering	%	5.5 %
3	Electrical Engineering & Telecom / Security / AV	9 %	%
4	Geotechnical Engineering	%	9 %
5		%	%
6		%	%
7		%	%
8		%	%
9		%	%
10		%	%
11		%	%
12		%	%
13		%	%
14		%	%
15		%	%
Aggregate percentages of the contract expected to be subcontracted:		9 %	34.5 %

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

Enter your company's name here: Brown Reynolds Watford Architects, Inc.

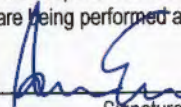
Requisition #: _____

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

 _____ Signature	Andrew Evertson _____ Printed Name	Principal _____ Title	04/03/2026 _____ Date <small>(mm/dd/yyyy)</small>
---	---	------------------------------------	---

Reminder:

- If you responded "Yes" to SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" to SECTION 2, Item c and "Yes" to Item d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete³ an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

Texas Veteran Heroes United in Business (VetHUB) Certificate



Certificate/VID Number: 1825430739200
Approval Date: August 26, 2022
Expiration Date: August 26, 2026

The Texas Comptroller of Public Accounts hereby certifies that

MOOSE ENGINEERS, LLC

has met the requirements of the State of Texas Veteran Heroes in Business (VetHUB) Program to be recognized as a VetHUB vendor.

- This certificate is valid for 4 years from the Approval Date and replaces any previously issued certificate issued under Texas Government Code Chapter 2161.
- VetHUB certification is not transferable.
- Changes in the business's operations including, but not limited to, change of business structure, change of ownership, change of managerial/operational control, provided in the business's VetHUB application, must be reported within 30 days in writing to: VetHUBProgram@cpa.texas.gov. Changes may require the vendor to re-apply for VetHUB certification to determine continued eligibility.
- The Comptroller's office reserves the right to conduct on-site compliance reviews at any time to confirm VetHUB eligibility. VetHUB certification may be suspended or revoked upon findings of ineligibility.

VetHUB Program
Statewide Procurement Division

Note: To be credited for utilizing this business as a VetHUB, state agencies and institutions of higher education must issue payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's VetHUB certification prior to issuing a notice of award by accessing the Centralized Master Bidders List (CMBL) - VetHUB Directory database. The "VetHUBs Only" search option on the CMBL is the official [VetHUB Directory](#) database and will include the most accurate list of active and inactive VetHUB vendor information. The VetHUB Program can be contacted at 512-463-5872 or VetHUBProgram@cpa.texas.gov.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Risk Strategies		NAMED INSURED Brown Reynolds Watford Architects, Inc. 3535 Travis St. #250 LB 102 Dallas TX 75204	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance (03/16)

HOLDER: The Texas A&M University System Board of Regents

ADDRESS: 200 Technology Way, Suite 1151 College Station TX 77845

Re: Texas A&M Forest Service - Clarksville Office & Equipment Building.

**ATTACHMENT A
TEXAS A&M FOREST SERVICE
PURCHASE ORDER
TERMS AND CONDITIONS**

1. REQUIREMENTS OF AWARDED BID

- 1.1 Vendor must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Vendor must have price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3 Awarded bid was submitted to the Texas A&M Forest Service (TFS) on or before the hour and date specified for the bid opening.
- 1.4 Late and/or unsigned bids were not considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.5 Awarded bid quoted F.O.B. destination, freight prepaid and allowed unless otherwise stated within the order.
- 1.6 Bid prices are to be firm for TFS acceptance for 60 days from opening date. Cash discounts offered will be taken if earned.
- 1.7 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by TFS Purchasing Office based on a written acceptable reason.
- 1.8 Purchases made for TFS are exempt from the State Sales tax and Federal Excise tax. Do not include tax in quotation. Excise Tax Exemption Certificate will be furnished by TFS upon request.
- 1.9 TFS reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the TFS.
- 1.10 Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

2. SPECIFICATIONS

- 2.1 Vendor shall furnish items as specified by model or catalogue numbers, brand names or manufacture referenced on the purchase order.
- 2.2 Unless otherwise specified, items shall be new and unused and of current production.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 TFS will not be bound by any oral statement or representation contrary to the written specifications of this purchase order.
- 2.5 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

3. TIE BIDS

- 3.1 Awards will be made in accordance with TAC Rule 20.36 (b) (3) and 20.38 (preferences).

4. DELIVERY

- 4.1 Delivery shall be within the quoted number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 4.2 If delay is foreseen, vendor shall give written notice to TFS. Vendor must keep TFS advised at all times of order status. Default of promised delivery (without accepted reasons) or failure to meet specifications authorizes TFS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 4.3 No substitutions permitted without TFS written approval.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from TFS.
- 4.5 Each shipment must be accompanied by a packing slip which shows the TFS Purchase Order number and the description, quantity shipped and any back-ordered quantity for each item shipped. Each package must be clearly marked with the destination address and TFS Purchase Order number.

5. INSPECTION AND TESTS

- 5.1 All goods will be subject to inspection and test by TFS. Authorized TFS personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the TFS' option, will be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

6. AWARD OF CONTRACT AND FORCE MAJURE

- 6.1 A response to this IFB is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through a TFS purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas, and as same may be amended. Any legal actions must be filed in Brazos County, Texas. The TFS may grant relief from performance of the contract if the vendor is prevented from compliance and performance by the act of war, order of legal authority, act of God, or other unavoidable causes not attributed to the fault or negligence of the contractor. To obtain release on Force Majeure, the vendor must file a written request to the TFS.

7. PAYMENT

- 7.1 Vendor shall submit one (1) copy of an itemized invoice referencing TFS Purchase Order number. TFS will incur no penalty for late payment if made in 30 or fewer days from receipt of goods or services and an uncontested invoice. **TFS will not be liable for payment of invoices received six (6) or more months after receipt of goods/services.**

8. PATENTS OR COPYRIGHTS

- 8.1 Vendor agrees to protect the TFS from claims involving infringement of patents or copyrights.

9. VENDOR ASSIGNMENTS

- 9.1 Vendor hereby assigns to TFS any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to quotation must give the quotation number and opening date.

10. BIDDER AFFIRMATION

- 10.1 Signing a bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:
 - 10.1.1 The bidder 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 submitted quotation.
 - 10.1.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.
 - 10.1.3 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, or the Federal Antitrust Laws, (see Section 9 above) nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
 - 10.1.4 Pursuant to Section 2155.004(a) Government Code the bidder has not received compensation for participation in the preparation of the specification for this IFB.
 - 10.1.5 Pursuant to Section 231.006 (d), Family Code, re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
 - 10.1.6 Pursuant to Section 2155.004(b) Government Code the bidder certifies that the individual or business entity name in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
 - 10.1.7 The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution of performance of this contract.
 - 10.1.8 Bidder agrees that any payment due under this contract will be applied towards eliminating any debt or delinquency, regardless of when it arises, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
 - 10.1.9 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:
Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Bidder: _____
Date of Employment with Bidder: _____
 - 10.1.10 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products in the State of Texas.
 - 10.1.11 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

11. BUSINESS OWNERSHIP

- 11.1 Pursuant to Section 231.006 (c), Family Code, quotation must include name and social Security Number of each person with at least 25% ownership of the business entity

submitting quotation. Bidders that have pre-registered this information on the TPASS Centralized Master Bidders List have satisfied the requirement. If not pre-registered, attach name & social security number for each person. Otherwise, information must be provided prior to award.

12. NOTE TO BIDDER

Any terms and conditions attached to a bid will not be considered. Such terms and conditions may result in disqualification of the bid.

13. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by Texas A&M Forest Service and the Contractor to attempt to resolve any claim for breach of contract made by the contractor.

- (a) A contractor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to Robby DeWitt, Associate Director for Finance and Administration. Said notice shall specifically state the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall be given to all other representatives of Texas A&M Forest Service and the contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, Texas Gov't Code.
- (b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M Forest Service, if the parties are unable to resolve their disputes under this subparagraph (A).
- (c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by Texas A&M Forest Service nor any other conduct of any representative of Texas A&M Forest Service relating to the contract shall be considered a waiver of sovereign immunity to suit.
- (1) The submission, processing, and resolution of the contractor's claim is governed by the published rules adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found under Title 1, Part 3, Chapter 68 of the TAC.
- (2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.
- (3) The designated individual responsible on behalf of Texas A&M Forest Service for examining any claim or counterclaim and conducting any negotiations related thereto as required under Title 10, Subchapter B, Section 2260.052 of the Texas Government Code shall be Robby DeWitt, Associate Director for Finance and Administration (979) 458-7300.

14. PUBLIC DISCLOSURE

- (a) Bidder acknowledges that Texas A&M Forest Service is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- (b) Upon Texas A&M Forest Service's written request, bidder will provide specified public information exchanged or created under this Agreement that is not otherwise excluded from disclosure under chapter 552, Texas Government Code, to Texas A&M Forest Service in a non-proprietary format acceptable to Texas A&M Forest Service. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Texas A&M Forest Service has a right of access.
- (c) Bidder acknowledges that Texas A&M Forest Service may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

15. REHAB ACT, VEVRAA, SECTION 503

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**ATTACHMENT A
TEXAS A&M FOREST SERVICE
PURCHASE ORDER
TERMS AND CONDITIONS**

16. **Conflict of Interest.** By executing this Agreement, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
17. **Prohibition on Contracts with Companies Boycotting Israel.** Prohibition on Contracts with Companies Boycotting Israel. To the extent that Texas Government Code, Chapter 2270 applies to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
18. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated if this certification is inaccurate.
19. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.