



**ARCHITECTURE/ENGINEERING SERVICES CONTRACT
WORK ORDER DRIVEN
GLO Contract No. 18-127-027**

THE GENERAL LAND OFFICE (the “GLO”) and **Freese and Nichols, Inc.**, Tax Identification Number 17515319352 (“Provider”), each a “Party” and collectively “the Parties,” enter into this contract for professional engineering and/or architecture services (the “Contract”) pursuant to the Professional Services Procurement Act, Texas Government Code Chapter 2254. Now, therefore, the Parties agree as follows:

**I. DEFINITIONS, INTERPRETIVE PROVISIONS,
PROJECT DESCRIPTION, WORK ORDERS, REPORTING**

1.01 DEFINITIONS

“[Administrative and Audit Regulations](#)” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, Code of Federal Regulations and Chapters 321 and 2254 of the Texas Government Code.

“[A/E Services](#)” means architecture and/or engineering services.

“[Attachment](#)” means documents, terms, conditions, or additional information physically attached to this Contract following the execution page, or included, as if physically, by reference within the body of this Contract.

“[Contract](#)” means this entire document, along with any Attachments, both physical and incorporated by reference.

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

“[Federal Assurances and Certifications](#)” means Standard Form 424B (Rev. 7-97) (non-construction projects) or Standard Form 424D (Rev. 7-97) (construction projects), and U.S. Department of Commerce Form CD-512 (12-04), “Certifications Regarding Lobbying – Lower Tier Covered Transactions,” attached hereto as **Attachment B** and incorporated herein for all purposes.

“FF&E” means finishes, furniture, fixtures and equipment.

“Fiscal Year” means the annual accounting period for the State of Texas beginning September 1 and ending August 31 each year.

“GAAP” means “generally accepted accounting principles.”

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the statements in **Attachment C**, attached hereto and incorporated herein for all purposes, which Provider agrees to and affirms by executing this Contract.

“GLO” means the Texas General Land Office, its officers, employees, and designees.

“HSP” means HUB Subcontracting Plan, as described in Texas Government Code Chapter 2161, Subchapter F and related provisions of the Texas Administrative Code.

“HUB” means Historically Underutilized Business, as defined by Texas Government Code Chapter 2161.

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

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>

“Project” means the architecture and/or engineering services described in **SECTION 1.03** of this Contract.

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

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

“QA/QC Services” means quality assurance and/or quality control services.

“Solicitation” means the GLO’s RFQ No. X0011266-DF, incorporated herein by reference in its entirety, including all Attachments, for all purposes.

“Solicitation Response” means Provider’s full and complete response to the Solicitation, which response is incorporated herein by reference in its entirety, including all Attachments, for all purposes .

“State of Texas *TexTravel*” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Subcontractor” means an individual or business that enters into an agreement with Provider to perform part or all of Provider’s under this Contract or any Work Order issued under this Contract.

“Work” means all services to be performed, goods to be delivered, and any appurtenant actions performed and items produced, conceived, or developed, including but not limited to Deliverables, in the performance of the Project.

“Work Order” means an individually negotiated document authorizing Work under this Contract, a sample of which is attached hereto as an example only as **Attachment D** and incorporated herein for all purposes. The attachment of a sample Work Order to this Contract does not constitute an award of a Work Order to Provider. The GLO may, in its sole discretion, revise the form of its Work Order at any time.

1.02 INTERPRETIVE PROVISIONS

- a) The meanings of defined terms apply to the singular and plural forms of the defined terms;
- b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, work order, or schedule of this Contract unless otherwise specified;
- c) The term “including” means “including, without limitation.”
- d) Unless otherwise expressly provided, references to contracts include subsequent amendments and other modifications thereto, to the extent such amendments and modifications are not prohibited by the terms of this Contract, and a reference to a statute or regulation includes statutory or regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- f) All Attachments to this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;
- g) This Contract may use several limitations, regulations, or policies to regulate the same or similar matters. Each such limitation, regulation, and policy is cumulative and shall be performed in accordance with its terms;
- h) Unless otherwise expressly provided, reference to any action of or by the GLO by way of consent, approval, or waiver is deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding, the GLO

shall not unreasonably withhold or delay any approval, consent, or waiver required or requested of it;

- i) Time is of the essence in this Contract;
- j) If this Contract and its Attachments conflict, such conflicts shall be resolved in the following order of precedence: first, the Contract, then attachments to the Contract in this order: Attachment A, Attachment B, Attachment C, Attachment D, the Solicitation, and the Solicitation Response.

1.03 PROJECT

Provider shall perform architecture and/or engineering services, as described in **Attachment A**, in accordance with this Contract, the Solicitation, the Solicitation Response, and any Work Orders issued under this Contract (the “Project”).

1.04 WORK ORDERS

- a) The GLO may directly assign a Work Order to Provider or may request from Provider a statement of its qualifications (“SOQ”) to complete a Work Order. SOQs must fully describe Provider’s demonstrated competence and qualifications to complete the Work Order.
- b) If the GLO determines Provider is the most highly qualified to perform the services described in the Work Order, on the basis of demonstrated competence and qualifications, the GLO shall then attempt to negotiate with Provider a fair and reasonable price to complete the Work Order. Upon successful negotiation of a fair and reasonable price, the GLO shall issue a Work Order to Provider. The GLO may issue multiple Work Orders during the term of this Contract, all of which shall be in writing and signed by the Parties. Each Work Order shall include: a scope of services; a list of tasks required; a time schedule; a list of Deliverables, if any; a detailed budget; and other information or conditions necessary for the work. Upon execution by both Parties, each Work Order shall become an Attachment hereto, with this Contract and all Attachments thereafter being referred to collectively as the “Contract.” Provider may not begin work or incur costs related to a Work Order before supplying the GLO with documentation that, in the GLO’s sole judgment, demonstrates that Provider obtained all insurance specified in the Work Order.
- c) Nothing in this Contract expresses or guarantees that the GLO will issue Work Orders to Provider. All work requested under this Contract will be requested on an irregular and as-needed basis throughout the Contract term, and the GLO makes no guarantee of volume or usage under this Contract.

1.05 REPORTING REQUIREMENTS

Provider shall submit reports in accordance with each Work Order issued to Provider. Report requirements may include the status of the project’s deliverables, schedule, and budget. Additional reporting requirements for work assigned shall be specified in each Work Order, if any.

II. TERM, TERMINATION, ABANDONMENT OR DEFAULT

2.01 TERM

This Contract shall become effective on the date executed by the last Party and shall terminate on August 31, 2021. Upon mutual written agreement, the Parties may extend the term of this Contract to conform to the term of a grant or other time-limited revenue source used to fund, in whole or in part, a Work Order issued under this Contract.

2.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of any such notice, Provider shall immediately cease work, terminate any subcontracts, and incur no further expense related to this Contract or any Work Orders issued under this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

2.03 ABANDONMENT OR DEFAULT

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

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III. CONSIDERATION

3.01 COMPENSATION, EXPENSES, INVOICES

The GLO will compensate Provider on a negotiated fee basis, per Work Order.

Travel included in the scope of services for a Work Order may not exceed the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, *TexTravel*.

Subject to the maximum Contract amount authorized herein, the GLO may, upon specific, prior, written approval by the GLO, reimburse lodging, travel, and other incidental direct²⁷ expenses for professional or technical personnel who are (a) away from the cities in which they are permanently assigned; (b) conducting business specifically authorized by the GLO; and (c) performing services not originally contemplated in the scope of services.

The limit for such reimbursements shall be the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, *TexTravel*. If a rate within the limits set forth in *TexTravel* is not available, Provider shall use its best efforts to obtain the lowest available room rate. Provider shall obtain prior approval from the Project Manager using the GLO Travel Office approved form.

Invoices must:

- (a) be submitted to vendorinvoices@glo.texas.gov;
- (b) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and
- (c) **prominently display "GLO Contract No. 18-127-027"**

The Prompt Pay Act generally applies to payments to Provider. HOWEVER, THE PROMPT PAY ACT DOES NOT APPLY IF PROVIDER DOES NOT SEND INVOICES TO VENDORINVOICES@GLO.TEXAS.GOV. If Provider does not submit invoices in strict accordance with the instructions in this section, payment of invoices may be significantly delayed. Provider agrees that the GLO shall not pay interest, fees, or other penalties for late payments resulting from Provider's failure to submit invoices in strict accordance with the instructions in this section.

²⁷ Certain other incidental direct expenses, including, but not limited to, copying, telephone, data, and express mail services may be reimbursed upon specific, prior, written approval by the GLO, at rates determined by the GLO.

IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

- a) Provider warrants that it will perform all Work under this Contract consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- b) Provider warrants that all Deliverables it completes under this Contract shall: meet or exceed the standards of Provider's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments; and be fit for ordinary use, of good quality, and with no material defects.
- c) If Provider delivers defective or damaged Deliverables, fails to complete Deliverables timely, or fails to perform satisfactorily under this Contract or any Work Order, the GLO may require Provider, at its sole expense, to: (a) repair or replace defective or damaged Deliverables; (b) refund payment for defective or damaged Deliverables and accept the return of such Deliverables; and/or (c) take necessary action to ensure that future performance and Deliverables conform to the Contract and applicable Work Order.

4.02 GENERAL AFFIRMATIONS

To the extent they apply, Provider certifies it has reviewed the General Affirmations in **Attachment C**, and that Provider is in compliance with all the requirements contained therein.

4.03 FEDERAL ASSURANCES AND CERTIFICATIONS

To the extent they apply, Provider certifies it has reviewed the Federal Assurances and Certifications in **Attachment B** and that Provider is in compliance with all the requirements contained therein. **Provider certifies it is in compliance with all other applicable federal laws, rules, or regulations, pertaining to this Contract.**

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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 and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, the Parties agree all obligations of the GLO hereunder are subject to the availability of state funds. If such 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 respective interests, accrued up to the date of termination.
- b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.02 RECAPTURE OF FUNDS

The discretionary right of the GLO to terminate for convenience under **SECTION 2.02** notwithstanding, Provider understands and agrees that the GLO may terminate the Contract and recapture and be reimbursed for any payments the GLO makes that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Contract, including any unapproved expenditures.

5.03 OVERPAYMENT

Provider understands and agrees that it shall be liable to the GLO for any costs disallowed pursuant to audit(s) of funds Provider receives under this Contract. Provider understands and agrees that it shall reimburse such disallowed costs from funds which were not provided or otherwise made available to Provider under this Contract.

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VI. OWNERSHIP, INTELLECTUAL PROPERTY, AND THIRD-PARTY RELIANCE

6.01 OWNERSHIP AND INTELLECTUAL PROPERTY

- a) The GLO shall own, and Provider hereby irrevocably assigns to the GLO, all ownership right, title, and interest in and to all Intellectual Property acquired or developed by Provider 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 Provider under this Contract. The GLO shall have the right to obtain and to hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protection as may be appropriate to the subject matter, including extensions and renewals thereof.
- b) Provider must give the GLO and the State of Texas, as well as any person designated by the GLO or the State of Texas, all assistance and execute such documents, as required to perfect the rights granted to the GLO herein without any charge or expense beyond the stated amount payable to Provider for the services authorized under this Contract.

6.02 COPYRIGHT

- a) Provider agrees and acknowledges that all expressive content subject to copyright protection, including without limitation all reports, drafts of reports, drawings, artwork, photographs, video, computer programs and codes, and/or any other expressive content acquired or developed by Provider pursuant to this Contract (individually, a “Work,” and collectively the “Works”), will be made the exclusive property of the GLO. Provider acknowledges that each Work is a “work made for hire” under the United States Copyright Act of 1976. All rights in and to each Work, including the copyright to the Work, shall be and remain the sole and exclusive property of the GLO.
- b) If, for any reason, any Work or any portion of a Work is not a work made for hire, Provider hereby irrevocably assigns to the GLO ownership of all right, title and interest in and to the Works or such portion of any Work, including without limitation the entire and exclusive copyright in the Works and all rights associated with the copyright, including but not limited to reproduction rights, distribution rights, the right to prepare translations and other derivative works, and the right to display the Works in all formats and media now known or developed in the future.
- c) Provider must give the GLO and the State of Texas, as well as any person designated by the GLO or the State of Texas, all assistance required to perfect the rights granted to the GLO defined herein without any charge or expense beyond the stated amount payable to Provider for the services authorized under this Contract.

6.03 THIRD-PARTY RELIANCE

To the extent allowed by law, the GLO shall not use, willingly allow, or cause Work to be used for any purpose other than performance of Provider's obligations under this Contract without advising any receiving party that it relies upon or uses the Work entirely at its own risk and without liability to Provider.

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VII. RECORDS, AUDIT, RETENTION, AND DISCLOSURE

7.01 BOOKS AND RECORDS

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records sufficient to allow the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives to determine Provider's compliance with this Contract and all applicable laws, rules, and regulations.

7.02 INSPECTION AND AUDIT

- a) All records related to this Contract, including records of Provider and its Subcontractors, shall be subject to the Administrative and Audit Regulations.
- b) 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. 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. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.
- c) State agencies authorized to audit and inspect Provider, its records, subcontractors, and subcontractors' records include the GLO, the GLO's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, the Texas Comptroller of Public Accounts, and their authorized designees. With regard to any federal funding, federal agencies authorized to audit and inspect Provider, its records, subcontractors, and subcontractors' records include: the relevant federal agency(ies), the Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, and their authorized designees.

7.03 PERIOD OF RETENTION

Each Party shall retain in its records this Contract and all documents related to this Contract. Unless a longer retention period is specified by applicable federal law or regulation, the Parties may destroy the Contract and related documents only after the seventh anniversary of the date: the Contract is completed or expires; or all issues that arise

from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Contract or related documents are resolved.

7.04 CONFIDENTIALITY

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

7.05 PUBLIC RECORDS

The GLO may post this Contract and the Solicitation Response on its website. Information related to his Contract and its performance may be subject to the Public Information Act and will be withheld or disclosed in accordance therewith. Provider shall make any information created or exchanged with the state pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state/the GLO. Provider shall make any information required under the Public Information Act available to the GLO in portable document file (“.pdf”) format or any other format agreed between the parties. By failing to mark as “confidential” or a “trade secret” any information Provider believes to be excepted from public disclosure, Provider waives all claims it may make against the GLO for releasing such information without prior notice to Provider. Provider shall notify the GLO’s Office of General Counsel within twenty-four hours of Provider’s receipt of any third party written requests for information, and forward a copy of said written requests to PIALegal@glo.texas.gov.

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VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

- a) If the GLO issues a Work Order under this Contract, Provider shall acquire insurance from financially sound and reputable insurers authorized to operate in the State of Texas, in conformance with all requirements of the Work Order. Provider shall submit certificates of liability insurance establishing to the GLO's satisfaction the nature and extent of coverage granted by each policy.
- b) Provider shall submit certificates of insurance and endorsements electronically, in the manner specified in the applicable Work Order. If the GLO determines any of Provider's policies fails to comply with the terms of this Contract or the applicable Work Order, Provider shall secure any policies or coverage needed to comply with the Work Order.
- c) Provider shall submit renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the term of a Work Order. Provider perform any work if its insurance coverage does not comply with this Contract or the applicable Work Order. The GLO may terminate any Work Order if Provider fails to submit required insurance documents.

8.02 TAXES/WORKERS' COMPENSATION/UNEMPLOYMENT INSURANCE

- a) Provider shall be solely liable and responsible for payment of Provider's and Provider's employees' taxes of whatever kind, arising out of the execution or performance of the Contract. Provider shall comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The GLO and the State of Texas shall not be liable to Provider or its officers, agents, employees, representatives, contractors, assignees, designees, subcontractors, or others for the payment of taxes or the provision of unemployment insurance, workers' compensation, or any benefit available to a state employee or employee of another governmental entity.
- b) Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from tax liability, unemployment insurance, or workers' compensation in the execution or performance of the Contract and any Work Orders issued 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. Provider shall coordinate its defense with the GLO and the Office of the Attorney General if the GLO or another Texas state agency is a named co-defendant with Provider in any suit. Provider may not

agree to settle any such lawsuit or other claim without first obtaining the written consent of the GLO and, if applicable, the Office of the Attorney General.

8.03 LEGAL OBLIGATIONS

Provider shall procure and maintain for the duration of this Contract any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider shall pay any such government obligations not paid by its subcontractors during performance of this Contract.

8.04 INDEMNITY – ACTS AND OMISSIONS

Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from any acts or omissions of Provider or its officers, agents, employees, representatives, suppliers, contractors, subcontractors, assignees, designees, order fulfillers, or suppliers of contractors or subcontractors in the execution or performance of the Contract and any Work Orders issued 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. Provider shall coordinate its defense with the GLO and the Office of the Attorney General if the GLO or another Texas state agency is a named co-defendant with Provider in any suit. Provider may not agree to settle any such lawsuit or other claim without first obtaining the written consent of the GLO and, if applicable, the Office of the Attorney General.

8.05 INFRINGEMENT

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

- b) Provider shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Provider's written approval, (iii) any modifications made to the product by the Provider pursuant to Customer's specific instructions, or (iv) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.
- c) If Provider becomes aware of an actual or potential claim, or the GLO provides Provider with notice of an actual or potential claim, Provider shall, at Provider's sole expense: (i) procure for the GLO the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with a functionally equivalent or superior product or service so that the GLO's use is non-infringing.

8.06 ASSIGNMENT AND SUBCONTRACTS

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GLO. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract.

Provider will provide written notification to the GLO of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

8.07 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS) / MENTOR PROTÉGÉ

Provider shall submit an HSP to the GLO. The GLO may approve or disapprove Provider's HSP. Once the GLO approves Provider's HUB Subcontracting Plan, Provider shall supply the GLO with pertinent details of any HUB subcontractor performing work pursuant to a Work Order. Provider will submit monthly compliance reports (Prime Contractor Progress Assessment Report) to HUB@glo.texas.gov specifying the use, including expenditures to HUB subcontractors, if applicable. Provider must submit any HSP modifications to the GLO for prior approval through an HSP Change Order. If Provider modifies its HSP without the GLO's prior approval, the GLO may initiate remedial action as provided in Chapter 2161 of the Texas Government Code.

8.08 RELATIONSHIP OF THE PARTIES

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

8.09 COMPLIANCE WITH OTHER LAWS

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

8.10 NOTICES

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 address indicated below:

GLO

Texas General Land Office
1700 N. Congress Avenue, Room 910
Austin, TX 78701
Attention: Office of General Counsel

Provider

Freese and Nichols, Inc.
10431 Morado Circle, Suite 300
Austin, Texas 78758
Attention: Robert W. Chambers

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.11 GOVERNING LAW, VENUE, SOVEREIGN IMMUNITY

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction, the laying of venue, or based on forum non conveniens, 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 THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR THE STATE OF TEXAS.**

8.12 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.

8.13 FORCE MAJEURE

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

8.14 DISPUTE RESOLUTION

Provider shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitute grounds for Provider to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it.

8.15 ENTIRE CONTRACT AND MODIFICATION

This Contract, its Attachments, and any Work Order issued under 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. Additional or conflicting terms in Attachments or Work Orders shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment or Work Order specifically displays a mutual intent to amend part of this Contract, conflicts shall be construed consistently with the terms of this Contract. This Contract, its Attachments, and any Work Orders issued under this Contract may only be amended by a mutual, written agreement executed by authorized representatives of the Parties.

8.16 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. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void.

8.17 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Contract on its behalf has the authority to enter into this Contract. Provider acknowledges that this Contract is effective for the term specified in the Contract. Any services Provider performs before this Contract's effective date or after its termination or expiration are performed at Provider's sole risk.

8.18 PREFERENCE FOR TEXAS PRODUCTS AND MATERIALS

Provider, in performing the Contract, shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside Texas.

8.19 SURVIVAL OF TERMS AND CONDITIONS

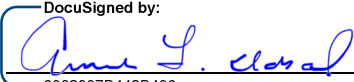
The terms and conditions of this Contract related to the following subjects shall survive the termination or expiration of this Contract: definitions; interpretive provisions; consideration; warranties; General Affirmations, Federal Assurances, Federal Certifications; state funding, prohibition on creation of debts, recapture of state funds, overpayment of state funds; limitation of amount of Provider claims for damages; ownership and intellectual property, copyright; records retention methods and time requirements; inspection and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent contractor relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution according to Texas Government Code Chapter 2260; merger and integration. 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

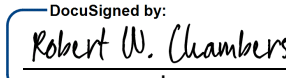
SIGNATURE PAGE FOR GLO CONTRACT NO. 18-127-027

GENERAL LAND OFFICE


DocuSigned by:

6802997B442B496
Anne L. Idsal, Chief Clerk/
Deputy Land Commissioner


Date of execution: 8/25/2017


FREESE AND NICHOLS, INC.


DocuSigned by:

Name: Robert W. Chambers
Title: vice president

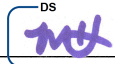
Date of execution: 8/25/2017

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ATTACHMENTS TO THIS CONTRACT:

ATTACHMENT A – DESCRIPTION OF APPROVED SERVICES

ATTACHMENT B – FEDERAL ASSURANCES AND CERTIFICATIONS

ATTACHMENT C – GENERAL AFFIRMATIONS

ATTACHMENT D – SAMPLE WORK ORDER

INCORPORATED BY REFERENCE, AS IF PHYSICALLY:

RFQ X0011266-DF

PROVIDER'S RESPONSE TO RFQ X0011266-DF

ATTACHMENTS FOLLOW

Texas General Land Office DESCRIPTION OF APPROVED SERVICES

Coastal Engineering Services

Provider shall perform coastal engineering services, including those related to:

- a) Beach morphology; beach face/nearshore processes; dune dynamics;
- b) Mechanics and dynamics of waves, currents, sediment transport, and interaction with structures;
- c) Geotechnical and geophysical investigations necessary for the design of coastal engineering construction projects;
- d) Protection and restoration methods for beaches, dunes, bay shorelines, and coastal marshes;
- e) Design of beach nourishment projects, shore protection projects, and coastal structures;
- f) Development of construction cost estimates, plans, construction cost estimates and specifications; bid documents; bid analysis;
- g) Assessment of vessel wakes and surges;
- h) Hydraulic analysis & modeling of channels, bays, inlets, and littoral systems;
- i) Storm hazard analysis, failure analysis, probability, and certainty;
- j) Engineering applications related to dredging, and the beneficial use of dredged materials; and
- k) Independent engineering (peer) review.

Environmental Coordination, Permitting and Monitoring Services

Provider shall perform environmental coordination, permitting, and monitoring services, including those related to:

- a) State and federal regulatory issues and permitting;
- b) Monitoring and data collection in the beach and nearshore environment, marsh, and wetland;
- c) Flora, fauna, and habitats of beaches, coastal marshes, and other inter-tidal and sub-tidal environments; and
- d) Monitoring, including any required equipment and trained personnel, for endangered or threatened species to satisfy permit conditions (e.g., monitoring for sea turtles and/or Piping Plover, Rufa Red Knot during their designated nesting season) near construction sites.

Coastal Planning Services

Provider shall perform coastal planning services, including those related to:

- a) Sediment budget studies; inlet management planning; sediment source identification and quantification;
- b) Long-term response to coastal hazards, such as sea level rise and hurricanes;
- c) Sustainable coastal development in eroding areas;
- d) Knowledge of local, state, and federal authorities, and funding strategies for erosion response and disaster recovery; and
- e) Inter-governmental coordination; public outreach; consensus building.

General A&E Services

Provider may perform general architectural and/or engineering services for the GLO from inception and scope development through construction and warranty.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

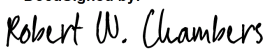
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
DocuSigned by:  508AEE8FCB6A94F8		Vice President	
APPLICANT ORGANIZATION		DATE SUBMITTED	
Freese and Nichols, Inc.		8/25/2017	

THIS FORM MUST BE EXECUTED

Standard Form 424B (Rev. 7-97) Back

FORM CD-512
(REV 12-04)

U.S. DEPARTMENT OF COMMERCE

**CERTIFICATION REGARDING LOBBYING
LOWER TIER COVERED TRANSACTIONS**

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

Freese and Nichols, Inc.

AWARD NUMBER AND/OR PROJECT NAME

18-127-027

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
Robert W. Chambers

SIGNATURE

DocuSigned by:

Robert W. Chambers

DATE

8/25/2017

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THIS FORM MUST BE EXECUTED

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.
3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.
4. Section 2155.004 of the Texas Government Code prohibits the GLO from awarding a contract that includes proposed financial participation by a person who received compensation from the GLO to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or 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.
5. Under Texas Family Code section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas 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.
6. In accordance with Texas Government Code Section 669.003 (relating to contracting with executive head of a state agency), by entering into the Contract, Provider either certifies that either: (1) it is not the executive head of the GLO, was not at any time during the past four years the executive head of the GLO, and does not employ a current or former executive head of a state agency; or (2) Provider and the GLO have complied with the requirements of the above referenced statute concerning board approval and notice to the Legislative Budget Board. Provider acknowledges that this Contract may be terminated at any time, and payments withheld, if this certification is false.
7. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.
8. The GLO is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The GLO will

cross-reference Providers/vendors with the federal System for Award Management (<https://www.sam.gov/>), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

9. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>.
10. Under Section 2155.006(b) of the Texas Government Code, the GLO may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the 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.
11. 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. 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 clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.
12. Provider understands that the GLO does not tolerate any type of fraud. The GLO's policy is to promote 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. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov.

NOTE: Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

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WORK ORDER NO. ****
UNDER GLO CONTRACT NO. 18-127-027

Pursuant to **GLO CONTRACT NO. 18-127-027** (“Contract”) between the **GENERAL LAND OFFICE** (“the GLO”) and **FREESE AND NICHOLS, INC.** (“Provider”), each a “Party” and collectively “the Parties,” Provider is authorized to perform the services described below, subject to the Scope of Services; Special Conditions; Tasks; Deliverables and Deliverable Due Dates; Budget; and all other terms of this Work Order No. **** (“Work Order”). This Work Order modifies and amends the Contract, all provisions of which not specifically amended herein shall remain in full force and effect.

PROJECT DESCRIPTION

Provider shall perform, or cause to be performed, *** services to accomplish ****, in ***, *** County, Texas (“the Project”). The location of the Project is shown in more detail on the map attached hereto and incorporated herein in its entirety for all purposes as **Attachment ****. Provider shall perform all work in accordance with the Contract and all Attachments; GLO RFP (RFQ, etc.) No. *****-** (“Solicitation”); and this Work Order and all Attachments, including Provider’s Proposal, dated *****, attached hereto and incorporated herein for all purposes in its entirety as **Attachment *****.

SPECIAL CONDITIONS

Provider is subject to the following Special Conditions:

WRITTEN NOTICE TO PROCEED (“NTP”) REQUIRED: Provider shall not begin work or incur charges prior to the date on the GLO’s written NTP. The GLO may send the NTP to Provider by regular mail, electronic mail, or facsimile transmission. Any work performed prior to the date on the NTP shall be at Provider’s sole risk.

REQUIRED INSURANCE AND BONDS: **Prior to commencing work or incurring any charges under this Work Order**, Provider shall submit directly to the GLO, as specified in the attached forms, certificates of insurance and original performance and payment bonds in the amounts required for the Project and in strict conformance with the requirements of **Attachments *** and ***** of the Contract.

Provider shall submit certificates of insurance and bonds to the GLO Legal Services Division to one of the addresses below. Submission by any other means may result in a delay in the Project.

BY MAIL:

Texas General Land Office
Legal Services Division, Mail Code 158
PO BOX 12873
Austin, TX 78711-2873

BY OVERNIGHT COURIER:

Texas General Land Office
Legal Services Division, Mail Code 158
1700 Congress Avenue
Austin, TX 78701

The GLO shall notify Provider of deficient certificates and specify a period of time for Provider to correct deficiencies. If Provider does not obtain acceptable insurance and/or bonds within the time specified, the GLO may, in its sole discretion, declare this Work Order void.

TASKS / DELIVERABLES / AND DELIVERABLE DUE DATES

TASK 1:

Deliverable(s): Provider shall submit to the GLO Project Manager in the format and number agreed by the Parties as detailed in Provider's proposal or as detailed in GLO RFP No. *****.

Deliverable Due Date(s): Provider shall submit the Deliverable(s) for Task 1 on or before the close of business on *****, 20**.

COMPENSATION

The total compensation due to Provider for services performed or provided pursuant to this Work Order is not to exceed *** **DOLLARS (\$****.00)**. Expenditures shall conform to the Project Budget below and Provider's Proposal and Budget in **Attachment ****:

EXPENSES: Travel expenses and other direct expenses are allowable under this Work Order, not to exceed the amounts listed in the Project Budget below.

COMPLETE PROJECT BUDGET	
TASK TITLES AND TYPES OF FEES AND EXPENSES:	
PROVIDER'S FEES:	AMOUNT PER TASK
TASK 1 – ***	\$***.00
TASK 2 – ***	***.00
TASK 3 – ***	***.00
SUBTOTAL PROVIDER FEES	***.00
OTHER:	
SUBCONTRACTOR FEES	***.00
TRAVEL EXPENSE ALLOWABLE	***.00
OTHER ALLOWABLE EXPENSES	***.00
SUBTOTAL OTHER	***.00
TOTAL BUDGET NOT TO EXCEED	<u>\$***.00</u>

SUBMISSION OF INVOICES

Provider shall submit invoices to the GLO in accordance with the Project Budget above and Provider's Proposal and Budget in **Attachment ****. Failure to submit requests for payment as instructed below may significantly delay payment under the Work Order.

Requests for payment must:

- (a) be submitted to vendorinvoices@glo.texas.gov;
- (b) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and
- (c) prominently display "**GLO Work Order No. *** under GLO Contract No. ****"

PERFORMANCE PERIOD: This Work Order shall be effective on *****, 20** (or the date last signed), and shall terminate upon completion of the Project, in the sole determination of the GLO, or on *****, 20**, whichever occurs first ("Performance Period").

TERMINATION OR INTERRUPTION OF WORK: The GLO reserves the right to, at any time during the Performance Period, terminate, halt, or defer all or any portion of the work included in the Scope of Services of this Work Order. If such an event occurs: (1) Provider must follow all directions included in the GLO's notice; and (2) the Parties agree that the Work Order may require revision by written Amendment.

AMENDMENTS TO WORK ORDER: Material changes to this Work Order may be made only by written agreement of the Parties. **Notwithstanding the preceding**, the GLO Project Manager may approve extensions to Deliverable Due Dates within the confines of the Performance Period. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission; and shall become part of the GLO's Project file.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR WORK ORDER NO. **
UNDER GLO CONTRACT NO. 18-127-027**

GENERAL LAND OFFICE

FREESE AND NICHOLS, INC.

Anne L. Idsal, Chief Clerk/
Deputy Land Commissioner

Name: _____
Title: _____

Date of execution: _____

Date of execution: _____

CMD _____

OGC _____

DIV _____

DEPDIR _____

DIR _____

DGC _____

GC _____

ATTACHMENTS TO THIS WORK ORDER:

ATTACHMENT A – PROVIDER’S PROPOSAL AND BUDGET

ATTACHMENT B – PROJECT LOCATION MAP(S)

ATTACHMENT C - REQUIRED INSURANCE AND BONDS

ATTACHMENTS FOLLOW



**AMENDMENT NO. 1 TO
GLO CONTRACT NO. 18-127-027**

THE GENERAL LAND OFFICE (the “GLO”) and **FREESE AND NICHOLS, INC.** (“Provider”), each a “Party” and collectively “the Parties” to GLO Contract No. 18-127-027 (the “Contract”), desire to amend the Contract. Therefore, the Parties agree as follows:

1. **SECTION 2.01** of the Contract is amended to reflect a termination date of **August 31, 2022**.
2. This Amendment shall be effective upon the earlier of the date of the last signature or August 31, 2021.
3. The terms and conditions of the Contract not amended herein shall remain in force and effect.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO
GLO CONTRACT NO. 18-127-027**

GENERAL LAND OFFICE

FREESE AND NICHOLS, INC.

DocuSigned by:



Mark A. Havens, Chief Clerk/

Deputy Land Commissioner

Date of execution: 4/26/2021

DocuSigned by:

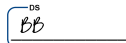


Name: Robert chambers

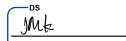
Title: Vice President

Date of execution: 4/23/2021

OGC



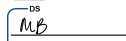
DD



SDD



DGC



GC

