



**WORK ORDER NO. E705
UNDER GLO CONTRACT NO. 22-004-007**

Pursuant to **GLO CONTRACT NO. 22-004-007** (“Contract”) between the **GENERAL LAND OFFICE** (“the GLO”) and **COBB, FENDLEY & ASSOCIATES, INC.** (“Provider”), each a “Party” and collectively “the Parties,” Provider is authorized to perform the services described herein, subject to the terms of this Work Order No. E705 (“Work Order”).

I. PROJECT DESCRIPTION

- a) Provider shall perform, or cause to be performed, engineering- real estate development services (“the Project”), as described in Provider’s Proposal attached hereto as **Attachment A**.
- b) Provider must perform all work in accordance with the Contract and all its Attachments; the Solicitation; the Solicitation Response; and this Work Order and all its Attachments.

II. INSURANCE

- a) Prior to commencing work or incurring any charges under this Work Order, Provider must submit directly to the GLO Contract Management Division, certificates of insurance in the amounts required for the Project and in strict conformance with the requirements of **Attachment B** of this Work Order, Required Insurance and Form.
- b) Provider must submit certificates of insurance to the GLO Contract Management Division at the email address: insurance@glo.texas.gov. Submission by any other means may delay the Project.
- c) 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 within the time specified, the GLO may, in its sole discretion, declare this Work Order void.

III. TASKS, DELIVERABLES, AND DELIVERABLE DUE DATES

Provider must perform all tasks and submit all deliverables in strict conformance with **Attachment A**. Provider must submit all deliverables in accordance with the due dates/schedules established in **Attachment A**, or as directed by the GLO if no due date or schedule is established in **Attachment A** for a given deliverable.

IV. COMPENSATION AND REIMBURSEMENT

- a) The total compensation due to Provider for services performed and costs incurred pursuant to this Work Order is not to exceed **\$8,000.00**.
- b) The GLO will not reimburse Provider for travel expenses of any kind without prior written GLO approval. The GLO will only reimburse travel expenses directly attributable to Provider’s performance of this Work Order at the rates established or adopted by the Comptroller of the State of Texas, as outlined in the Travel Regulations.

- c) Subject to the maximum Work Order amount authorized and upon specific, prior, written approval by the GLO, lodging, travel, and other incidental direct expenses may be reimbursed under this Work Order for professional or technical personnel who are working away from the cities in which they are permanently assigned and conducting business specifically authorized in the scope of services in the applicable Work Order.
- d) The limits for reimbursements are the rates established or adopted by the Comptroller, as outlined in the Travel Regulations. **Provider understands and acknowledges that any travel-expense reimbursement by the GLO is not a per diem. The GLO will only reimburse actual, allowable expenses in accordance with the Travel Regulations. Provider must submit itemized receipts to support any request for travel-expense reimbursement.**

V. SUBMISSION OF INVOICES

- a) Provider must submit invoices to the GLO in accordance with this Work Order and Provider's Proposal in **Attachment A**. Failure to submit invoices as instructed below may significantly delay payment under the Work Order.
- b) **Invoices must:**
 - (i) be submitted to vendorinvoices@glo.texas.gov;
 - (ii) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and
 - (iii) prominently display **"GLO Work Order No. E705 under GLO Contract No. 22-004-007."**

VI. PERFORMANCE PERIOD, TERMINATION, AMENDMENTS

- a) This Work Order is effective on the date last signed and shall terminate upon the earlier of the completion of the Project, in the GLO's sole determination, or 40 days after Notice to Proceed ("Performance Period").
- b) Notwithstanding the effective date of this Work Order, Provider must not incur charges or begin work before the date indicated on the GLO's written Notice to Proceed (NTP). The GLO may deliver the NTP to Provider by email or fax. Any services Provider performs or costs Provider incurs before the date established in the NTP or after the Contract's or Work Order's termination or expiration are performed at Provider's sole risk and the GLO may choose not to compensate Provider for such services.
- c) 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.
- d) 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, may be delivered by regular mail, electronic mail, or facsimile transmission, and shall become part of the GLO's Project file.

VII. MISCELLANEOUS

- a) This Work Order amends and forms a part of the Contract, all provisions of which not amended herein remain in force and effect.
- b) Except as otherwise expressly provided in this Work Order, terms defined in the Contract have the same meanings in this Work Order.
- c) If the Contract, this Work Order, or any Attachments conflict, such conflicts shall be resolved in the order of priority established in the Contract. If the Work Order and Attachments to the Work Order conflict, such conflicts shall be resolved in the following order of priority: first, the Work Order; then Attachment B to the Work Order; then Attachment A to the Work Order.
- d) Subject to the terms and conditions of the Contract, Provider may subcontract with others for performance of some or all of the services described herein. Whether or not it is included in Attachment A, no subcontract, Subcontractor's proposal, nor any terms or conditions attached to such subcontract or proposal shall apply to the GLO. The GLO does not agree to and is not bound by any subcontract, Subcontractor's proposal, nor any terms or conditions attached to such subcontract or proposal.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR WORK ORDER NO. E705
UNDER GLO CONTRACT NO. 22-004-007**

GENERAL LAND OFFICE

COBB, FENDLEY & ASSOCIATES, INC.

DocuSigned by:
Jennifer G Jones

E70CDF09B56540E...
Jennifer G. Jones

Chief Clerk and Deputy Land Commissioner

Date of execution: 7/18/2024

DocuSigned by:
Dan Warth

507D4FCB9178406...
Name: Dan Warth

Title: Executive Vice President

Date of execution: 7/17/2024

OGC 

PM 

DD 

SDD 

DGC 

GC 

ATTACHMENTS TO THIS WORK ORDER:

ATTACHMENT A – PROVIDER’S PROPOSAL

ATTACHMENT B – REQUIRED INSURANCE AND FORM

ATTACHMENTS FOLLOW

June 7, 2024



Mr. David Wells
Texas General Land Office
Asset Management
1700 N. Congress Ave.
Austin, TX 78701-1495

Sent via e-mail to David Wells (david.wells@glo.texas.gov)

**RE: Phase 1 Environmental Site Assessment
General Land Office (GLO) Work Order No. 22-004-007**

Dear Mr. Wells:

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to present the fee and scope of work to provide a Phase 1 Environmental Site Assessment (ESA) for the 1318.27 acre property in Starr county, Texas (Property).

All services for the delivery of this project will be performed under the existing work order driven Professional Engineering and Environmental Site Assessment Services Contract (GLO Contract No. 22-004-007). CobbFendley will use the following team to assist with the required services:

- InControl Technologies will provide the Phase 1 ESA for the Property.

We will schedule a project kick-off meeting within 7 days of Notice to Proceed (NTP) to introduce our team, discuss the project scope and schedule, clarify lines of communication, etc. Additionally, we will finalize the project schedule during the kick-off meeting.

The project will be completed within 40 days from NTP.

Please find the following attached:

- Attachment 1: Fee Proposal Table, Project Invoicing Schedule and HUB Percentage Summary
- Attachment 2: Scope of Work for CobbFendley
 - Attachment 2a: CobbFendley Scope of Work
 - Attachment 2b: Detailed InControl Technologies Scope of Work and Fee

Our proven leadership and track record with similar projects, depth of technical capabilities, team relationships and commitment to the success of this project will result in an efficient and successful delivery of the project.

We understand that there may be a need to confirm the scope and fee and are ready to negotiate with you to get it finalized.

We look forward to working with you on this important project.

Sincerely,



COBB, FENDLEY & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "K. Wolf".

Kevin Wolf, P.E.
Department Manager | Power Delivery



Attachment 1

Lump Sum Fee Proposal

Task 1: Project Management	\$ 2,000.00
Task 2: InControl Technologies	\$ 6,000.00
Total	\$ 8,000.00

Anticipated Invoicing Schedule

	Percentage	Amount	Cumulative Total
First Month	50%	\$ 4,000.00	\$ 4,000.00
Second Month	50%	\$ 4,000.00	\$ 8,000.00
	100%	\$ 8,000.00	

HUB Percentage Summary

	HUB	Non-HUB	Percentage
CobbFendley		\$ 2,000.00	25%
InControl Technologies		\$ 6,000.00	75%
Totals	\$ -	\$ 8,000.00	
Percentages		100%	



Attachment 2
Attachment 2a: CobbFendley Scope of Work (Task 1)

Task 1 – Meetings and Project Management

CobbFendley will provide project management for the effort to include maintaining all team communications, developing, and maintaining the project schedule, establish subcontracts and manage subconsultants, conducting a kickoff meeting, and meeting with the GLO and subconsultants to keep the project progressing, etc.



**Attachment 2b: Detailed InControl Technologies Scope of Work and Fee
(Task 2)**



InControl Technologies

Environmental Consulting and Engineering

A  UES Company

June 5, 2024

Mr. Kevin Wolf, PE
CobbFendley
320 Barnes Drive, Suite 106
San Marcos, Texas 78666

Subject: Proposal for Phase I Environmental Site Assessment:
1,318.27-acre Sheerin Tract
La Puerta, Starr County, Texas

Dear Mr. Wolf,

As requested, InControl Technologies is pleased to provide this proposal to conduct a Phase I Environmental Site Assessment (ESA) at the above referenced site for the General Land Office. It is our understanding the parcel is approximately 1,318± acres of rural land located south of FM1430 near La Puerta, Texas. The following information is a description of the scope of work and cost to conduct the assessment.

Phase I ESA Scope of Work

The objective of this proposed Phase I ESA is to identify environmental conditions at the subject property as defined under the recent ASTM standards for Phase I Environmental Site Assessments. InControl Technologies will conduct the Phase I ESA in general accordance with the current ASTM E 1527-21 standards for Environmental Site Assessment along with the EPA All Appropriate Inquiry. The Phase I ESA will include the following four basic tasks consistent with the requirements stipulated in the ASTM guidelines.

- Task 1: Records Review
- Task 2: Site Reconnaissance
- Task 3: Interviews
- Task 4: Report Preparation

The records review task will include a review of existing environmental databases and search sites to the extent reasonably ascertainable. The database search will include all the required databases listed in the ASTM standards for Phase I Environmental Site Assessments. We will also contact local governmental agencies including the local fire and police departments for evidence of potential environmental issues on or adjacent to the subject property.

Mr. Kevin Wolf, CobbFendley
Proposal for Phase I ESA – Sheerin Tract, Starr County, TX

Once we have reviewed the available records including any historical environmental reports, InControl Technologies will conduct a site inspection and reconnaissance of the subject property and neighboring properties as required under the current ASTM Standards (1527E-21). In addition to the site reconnaissance, InControl Technologies will interview through a questionnaire someone familiar with the subject property. The interviews will also include local governmental agencies. The information obtained during the first three tasks will be summarized in a comprehensive Phase I Environmental Site Assessment.

This Phase I ESA will contain information gathered from historical research, review of area geology/hydrogeology, a site visit, regulatory review, and findings regarding site evaluation. InControl Technologies will perform this evaluation in accordance with generally accepted practices of the profession undertaken in similar studies at the time of the inspection and in the same geographical area. InControl Technologies will observe the degree of care and skill generally exercised by the profession under similar circumstances and conditions. In the event the subject property is not owned by the company authorizing this environmental site assessment, the Company shall supply proof of right of access to InControl Technologies prior to entering the site. This will be done through the request for access in the scope of work defined above.

InControl Technologies will endeavor to meet what it believes is the applicable standard of care for the services performed and, in doing so, is obliged to advise you of the limitations to the ESA which are essential to help clients identify and thereby manage risks. These risks may be further evaluated--but not eliminated--through additional research or investigation. After completing the Phase I ESA report, InControl Technologies can, upon request, advise you of the additional research or investigation necessary to evaluate any significant recognized environmental conditions identified in this report.

The Phase I ESA will not include any out-of-scope items such as a formal wetland assessment. However, InControl Technologies will provide a qualitative evaluation regarding the potential for wetlands to be present on the subject property based on a review of the national Wetland Inventory maps and information gathered during our site walk. If a formal wetland assessment is required, InControl Technologies can perform them for an additional fee. Please let us know as soon as possible so they can be included in the standard Phase I ESA documentation and research.

Price Quotation and Project Schedule

The Phase I ESA can be performed for a lump sum fee of \$6,000. This includes attending bi-weekly meetings with the GLO as needed through the project duration. The estimated timeline for a Phase I ESA project is **15 business days** after project award. Once we have obtained the environmental data file and reviewed the requested files, InControl Technologies will call to discuss any potentially significant findings.

When the comprehensive assessment is complete it will be sent to our client electronically.

Cost estimates submitted to our clients are valid for sixty (60) days. Requests for Reliance Letters will incur an additional fee of \$200.00 each.

Mr. Kevin Wolf, CobbFendley
Proposal for Phase I ESA – Sheerin Tract, Starr County, TX

Proposed Project Schedule

The following is a summary of the proposed project schedule:

- Day 1: Notice to Proceed & Project Set-up
- Day 2: Order Environmental Data Files & Send Agency Information Requests
- Day 3 through 10: Site Access & Investigation, Collect and Analyze Data
- Day 11 through 15: Prepare and Finalize Report

We are pleased to present this proposal to CobbFendley and look forward to assisting you with this project. As always, if you have any questions or comments concerning the information contained in this proposal, please do not hesitate to call me.

Sincerely,

InControl Technologies



Allen Ingram

Project Manager



Michael Marcon, P.G.

President | Principal

Texas Registered Geoscience Firm No. 50041
Texas Registered Engineering Firm No. F-2430

REQUIRED INSURANCE

GENERALLY. Provider shall, at its sole expense, acquire, maintain, and keep in force for the duration of this Contract, insurance in the amounts attached herein and under the requirements specified herein. Furthermore, unless specified or otherwise agreed to by the GLO, the required insurance shall be in effect prior to the commencement of work by Provider and shall continue in full force until the earlier as appropriate of (i) the expiration of this Contract; or (ii) such time as the GLO notifies Provider that such insurance is no longer required. Any insurance or self-insurance available to the GLO shall be in excess of, and non-contributing with, any insurance required from Provider. Provider's insurance policies shall apply on a primary basis. If, at any time during the Contract, an insurer or surety fails to provide insurance to Provider or otherwise fails to comply with the requirements of this Contract, Provider shall immediately notify the GLO and replace such insurance or bond with an insurer meeting such requirements. General aggregate limits of Provider's Commercial General Liability policy shall apply per project. Provider's auto insurance policy shall apply to "any auto."

Approval. Prior approval of the insurance policies by the GLO shall be a condition precedent to any payment of consideration under this Contract and insurance must be submitted for review and approval by the GLO prior to the commencement of work. Any failure of the GLO to timely approve or failure to disapprove the insurance furnished by Provider shall not relieve Provider of Provider's full responsibility to provide the insurance required by this Contract.

Continuing Coverage. The GLO's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract.

Renewal. Provider shall provide the GLO with renewal or replacement certificates no less than thirty (30) days before the expiration or replacement of the required insurance.

Additional Insured Endorsement. The GLO, its officers, employees, and authorized agents shall be named as additional insureds for all liability arising under this Contract except on Workers' Compensation and Professional Liability policies. **An original additional insured endorsement signed by an authorized insurance company representative must be submitted to the GLO to evidence the endorsement of the GLO as an additional insured on all policies, and the certificate(s) must reference the related GLO Contract Number.**

Subrogation. Each liability insurance policy, except Professional Liability, shall provide for a waiver of subrogation as to the State of Texas, the GLO, and their officers, employees, and authorized agents, and shall be issued by insurance companies authorized to do business in the State of Texas, and currently rated by A.M. Best as "A-" or better.

Policy Cancellation Endorsement. Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without 30 days' prior

written notice to the GLO, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified in this Contract. A copy of this signed endorsement must be attached to this Contract.

Alternative Insurability. Notwithstanding the requirements of this Attachment, the GLO reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies and/or bonds required. It will be Provider's responsibility to recommend to the GLO alternative methods of insuring the Contract. Any alternatives proposed by Provider should be accompanied by a detailed explanation regarding Provider's inability to obtain insurance coverage as described in this Contract. The GLO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

INSURANCE REQUIRED:

\$1 MILLION COMMERCIAL GENERAL LIABILITY (EACH OCCURRENCE)
\$2 MILLION COMMERCIAL GENERAL LIABILITY (AGGREGATE LIMIT)
\$1 MILLION CSL AUTOMOBILE INSURANCE
\$1 MILLION ERRORS AND OMISSIONS, PER CLAIM
STATUTORY WORKERS' COMPENSATION & EMPLOYERS LIABILITY
- \$1 MILLION EACH ACCIDENT
- \$1 MILLION DISEASE EACH EMPLOYEE
- \$1 MILLION DISEASE POLICY LIMIT

NOTE: Insurance certificates must be in the form approved by the Texas Attorney General, a sample of which follows this page.

Insurance Certificates must:

- (a) be submitted to insurance@GLO.TEXAS.GOV
- (b) **prominently display "GLO Contract No. 22-004-007 and Work Order No. E705."** and
- (c) Name the General Land Office as an additional insured.

Failure to submit required insurance forms as instructed may significantly delay the start of work under the Contract.

REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE



Contract No. *****

DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Required form of Insurance	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED		INSURER A :	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE