



WORK ORDER NO. E898
UNDER GLO CONTRACT NO. 22-004-016

Pursuant to **GLO CONTRACT NO. 22-004-016** (“Contract”) between the **GENERAL LAND OFFICE AND VETERANS LAND BOARD** (“the GLO”) and **HUITT-ZOLLARS, 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. E898 (“Work Order”).

I. PROJECT DESCRIPTION

- a) Provider shall perform, or cause to be performed, architectural and/or engineering 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 **\$5,200.00**.
- 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. E898 under GLO Contract No. 22-004-016."**

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 45 days from written NTP ("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. E898
UNDER GLO CONTRACT NO. 22-004-016**

**GENERAL LAND OFFICE AND
VETERANS LAND BOARD**

HUITT-ZOLLARS, INC.

Signed by:
Jennifer G Jones
E70CDF09B56540E...
Jennifer G. Jones

Chief Clerk and Deputy Land Commissioner

Date of execution: 11/15/2024

DocuSigned by:
By: Gregory Wine
45468523C41446:
Name: Gregory Wine

Title: Executive Vice President

Date of execution: 11/15/2024

OGC mk

PM LB

DD RM

VLB DD [Signature]

SDD BL

DGC MB

VLB ES [Signature]

GC JG

DCC AP

ATTACHMENTS TO THIS WORK ORDER:

- ATTACHMENT A – PROVIDER’S PROPOSAL**
- ATTACHMENT B – REQUIRED INSURANCE AND FORM**

ATTACHMENTS FOLLOW



September 27, 2024

Joelynn Barclay, PLA, LEED-AP
Construction Project Manager
Construction Services
Texas General Land Office and Veterans Land Board
1700 North Congress Avenue
Austin, Texas 78701-1495
Re: Phase I Environmental Site Assessment for 64-acre Tract in Harrison County
Huitt-Zollars Project No. R317737.01

Dear Ms. Barclay:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide this proposal under the existing professional services contract with the Texas General Land Office and Veterans Land Board (GLO). This proposal is for the preparation of a Phase I Environmental Site Assessment (ESA) at a 64-acre tract in the L.B. Blankenship Survey, Abstract 71 in Harrison County (Project).

The GLO is interested in developing a future state veterans cemetery on this site. There are at least one known oil and gas facility and three known pipeline easements on the property. The objective of this investigation is to discover, document, and report recognized environmental conditions (RECs) on or near the site by providing a Phase I ESA in accordance with the ASTM Standard, ASTM-E-1527-21, *Standard Practice for Environmental Site Assessments*. The Phase I ESA will give guidance on the feasibility of developing the site.

Our proposal is based upon the following scope of services, compensation, and schedule. The terms and conditions are as stated in our IDIQ contract 22-004-016 with the GLO dated November 19, 2021.

SCOPE OF SERVICES:

Basic Services

Huitt-Zollars shall perform the following services:

1. Manage our subconsultant to prepare the Phase I ESA.
2. The Phase I ESA tasks will include:
 - a. A historical review of prior owners of the tract and surrounding properties via environmental database reports, city directory research, etc., and interviews with current landowners and knowledgeable persons as available. Chain-of-Title search provided by the client will be reviewed and included in the report.
 - b. Review of the Site surrounding properties to determine if current land usage or business practices could have contributed to a negative environmental impact to the subject Site.
 - c. Historical review of land use, including review of historical aerial photographs, USGS topographic maps, or other available historical data to determine if historic land usage or business practices could have contributed to a negative environmental impact to the site.



- d. Review of records from Federal, State, and Local regulatory agencies to identify activities that could indicate negative environmental impact to the site. Agencies that may be contacted include EPA, TCEQ, and Texas Railroad Commission.
 - e. Interviews with owners or occupants of businesses adjacent to the site, if present, including commercial businesses that typically use hazardous chemicals or petroleum substances, commercial establishments that typically do not use hazardous chemicals or petroleum substances, facilities identified in regulatory records, and industrial facilities.
 - f. A Site reconnaissance to evaluate topography and visibly observe conditions at the site and surrounding properties that may suggest recognized environmental conditions (RECs) not otherwise identified from other sources of information, i.e., drums with unknown contents, underground storage tanks, waste dump areas, stained areas, stressed vegetation, etc.
3. A report will be prepared stating the findings of the investigation. Conclusions and recommendations as to the evidence of or the potential for environmental impairment of the site at the time of the investigation will be included in the report. Supporting documentation, such as photographs, environmental database reports, etc., will be provided in appendices.

Additional Services

Because of the effort required for some items of work varies considerable from project to project, and because some items of work are sometimes provided separately by the City these items of work are not included in the basic services scope and fee but can be provided by Huitt-Zollars under additional authorization and compensation:

- 1. Evaluation of potential asbestos containing building materials, lead-based paint, mold, geologic faulting, wetland and water bodies determinations
- 2. Threatened and Endangered Species Assessments
- 3. Historical and Cultural Resources Assessments
- 4. Floodplain Assessments
- 5. Groundwater Evaluation
- 6. Topographic Survey
- 7. Geotechnical Engineering Services
- 8. Design
- 9. Items not specifically itemized in the above scope of services

COMPENSATION:

The scope of services above shall be completed on a lump sum basis. This includes expenses.

This amount will not be exceeded without additional written authorization from the GLO. Invoices will be submitted monthly.

Phase I ESA	\$5,200.00
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SCHEDULE:

The report will be completed within 45 days from the notice to proceed.



AUTHORIZATION:

Should this proposal meet with your approval and acceptance, please sign and return to our office by email. We will schedule the above services as soon as we receive your written authorization. If you have any questions, please call my cell at 713-419-5583.

Sincerely,

HUITT-ZOLLARS, INC.

Katherine A. Mears

Katherine A. Mears, PE, ENV SP
Managing Principal

**Accepted and Approved for
Texas General Land Office and Veterans Land
Board**

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

Attachment B
GLO Contract No. 22-004-016
Work Order No. E898
2 pages plus certificate

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. 22-004-016 and Work Order No. E898."** 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):
INSURED	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	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 RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<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



**AMENDMENT NO. 1 TO WORK ORDER NO. E898 UNDER
GLO CONTRACT NO. 22-004-016**

THE GENERAL LAND OFFICE AND VETERANS LAND BOARD (the “GLO”) and **HUITT-ZOLLARS, INC.** (“Provider”), each a “Party” and collectively “the Parties” to Work Order No. E898 (the “Work Order”) under GLO Contract No. 22-004-016 (the “Contract”), desire to amend the Work Order. Therefore, the Parties agree as follows:

1. The Work Order is amended to reflect that the Performance Period and Work Order shall terminate upon the earlier of the date of the Project’s completion, in the GLO’s sole determination, or **February 3, 2025**.
2. This Amendment shall be effective upon the date of the last signature.
3. The terms and conditions of the Work Order and Contract not amended herein shall remain in force and effect.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO WORK ORDER NO. E898 UNDER
GLO CONTRACT NO. 22-004-016**

**GENERAL LAND OFFICE AND
VETERANS LAND BOARD**

HUITT-ZOLLARS, INC.

Signed by:
Jennifer G Jones
E786DF09B66540E
Jennifer G. Jones
Chief Clerk and Deputy Land Commissioner
Date of execution: 12/20/2024

DocuSigned by:
Gregory Wine
445468523C44446
Name: Gregory wine
Title: Executive Vice President
Date of execution: 12/20/2024

OGC ^{DS}
mk

PM ^{DS}
LO

DD ^{Initial}
RM

VLB DD ^{DS}


SDD ^{DS}
BL

DGC ^{DS}
MB

VLB ES ^{DS}


GC ^{DS}
JG

DCC ^{DS}
AP