



**WORK ORDER NO. D675
UNDER GLO CONTRACT NO. 22-004-020**

Pursuant to **GLO CONTRACT NO. 22-004-020** (“Contract”) between the **GENERAL LAND OFFICE** (“the GLO”) and **LOCKWOOD, ANDREWS & NEWNAM, 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. D675 (“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 **\$124,500.00**.
- 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. D675 under GLO Contract No. 22-004-020."**

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 December 31, 2024 ("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

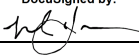
- a) This Work Order amends and forms a part of the Contract, all provisions of which not amended herein remain in force and effect.
- b) Except as otherwise expressly provided in this Work Order, terms defined in the Contract have the same meanings in this Work Order.
- c) If the Contract, this Work 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.

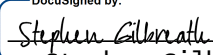
SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR WORK ORDER NO. D675
UNDER GLO CONTRACT NO. 22-004-020**

GENERAL LAND OFFICE




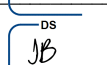
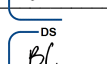
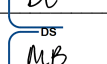
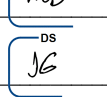
LOCKWOOD, ANDREWS & NEWNAM, INC.

DocuSigned by:

7C299F4374E7497
Mark A. Havens, Chief Clerk /
Deputy Land Commissioner

DocuSigned by:

3C58
By: Stephen Gilbreath
Name: Stephen Gilbreath
Title: Vice President

Date of execution: 8/24/2022

Date of execution: 8/24/2022

OGC 
PM 
DD 
VLBDD 
SDD 
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ATTACHMENTS TO THIS WORK ORDER:

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

ATTACHMENTS FOLLOW



July 5, 2022

Mr. Bill McClure
Texas General Land Office

RE: Professional Engineering Services – Texas State Veterans Home(s) – Tyler, Texas

Dear Bill:

Thank you for your continued interest in having Lockwood, Andrews & Newnam, Inc. (LAN) provide engineering services for the Texas General Land Office. Based on our recent discussion, LAN proposes the following work to provide construction documents, bidding, and CA services for renovations at the Texas State Veterans Home in Tyler, Texas.

SCOPE OF SERVICES

A. HVAC Upgrades the Texas State Veteran Homes (TSVH) in Tyler

This project proposes to add systems and upgrade existing HVAC systems at the Tyler Texas State Veteran home to improve air quality as follows. For one building, LAN will:

Task 1

Conduct a pre-design site visit to investigate and validate design concepts. LAN will evaluate the existing electrical service(s) to ensure adequacy or provide changes to support new equipment if needed.

Task 2

Option-A: Design Fan Powered HEPA Filter units and flex ductwork to be added above the ceiling in each of the 100 resident rooms as well as dining and living room areas to create de-coupled recirculation systems that can be turned off from the BMS front end during non-events. Provide fire rated hatch for access to the fan powered HEPA or access through the diffuser opening. One option to consider is Santa-Fe Ceiling HEPA (cut sheet attached) Preferable ceiling unit includes HEPA filter access from the room space and a small lightweight fan. LAN will provide several options for this unit with the Santa-Fe Ceiling HEPA System as the baseline model for comparison. Design will focus on minimal demo of gypsum board ceilings and will include details for the support of diffusers, filters, and fan units.

Option-B: As some areas such as Dining and Living areas do not have accessible ceiling attic spaces, Option-B would consider a wall mounted hard wired fan powered HEPA filtration unit mounted high on the wall without taking floor space. Systems to be controlled on and off from the BMS front end. LAN will provide several options for this unit with Fellowes being the baseline model for comparison.

Texas State Veterans Homes
June 27, 2022

Task 3

Design Bi-polar Ionization units to be located within each existing HVAC unit or associated ductwork in resident buildings and the administration bldg.

B. COVID Isolation Building + Mobile HEPA Air Filtration Units

For one building, LAN will design a permanent exhaust fan and ductwork to keep resident rooms (10 rooms) at a negative pressure (with respect to adjacent corridor/common areas) when activated. The exhaust may be part of an ERV system.

A 100 % outside air unit (Air Cooled DX, Electric Heat) will be designed to work in conjunction with the exhaust fan.

10 Portable hospital grade HEPA ultra-filtration units will be specified by Engineer and purchased by contractor for standby operation in each room.

Evaluate and add electrical outlets as required.

C. Construction Sequencing / Air Quality During Construction

Drawings and Specifications to require contractor sequencing to limit work in up to three rooms at a time as residents are relocated for construction activities requiring ductwork and electrical above fire rated ceilings.

Drawing notes will require contractors to contain the construction dust to the rooms under construction. The use of negative air machines will be required.

D. Bid Phase and Construction Administration Services

LAN will provide bid phase support by attending a pre-bid meeting (virtually), fielding pre-bid questions, and responding to pre-bid RFI's. LAN will also support the GLO evaluating bids as requested.

LAN will provide CA services by reviewing all contractor submittals and Requests for Information. Further, LAN will review and approve all contractor pay applications. review and approve potential change orders.

LAN will attend 7 virtual OAC meetings, 5 site observation visits and one final walkthrough with summary reports inclusive of photos and punch list items.

E. Commissioning Services

LAN will verify the operation of the equipment and produce a commissioning report for all the buildings.

F. Project Closeout

LAN will review contractor closeout documents inclusive of warranties, as-built marked up drawings, O&M manuals, punch list resolutions, Release of Liens, and Release of Surety.

Texas State Veterans Homes
June 27, 2022

ASSUMPTIONS

GLO to provide drawings of existing facilities in either CAD or PDF

GLO to provide 12 months of electric bills for analysis.

A design will be developed for one building of 10 rooms with typical details to be site adapted by the contractor for the other buildings.

EXCLUSIONS

Professional cost estimating

Permitting Services

Survey / Geotech

Modifications to the BMS

Any other service not specified in the above scope description

COMPENSATION

To conduct the basic services scope of work outlined above, we propose a lump-sum fee of \$122,500.00.

We expect reimbursable travel expenses not to exceed \$2,000.00.

The base fee is broken down as follows:

Task/Deliverable	Total
Pre-Design and Schematic Design	\$ 7,000.00
50% Design Documents (DD)	\$ 7,000.00
95% Design Documents (CD)	\$ 14,000.00
100% Bid Documents	\$ 3,500.00
Bid/Construction Administration	\$ 70,000.00
Commissioning	\$ 7,000.00
Project Close Out	\$ 14,000.00
Total Fee	\$ 122,500.00

Additional meetings for extended construction duration will be negotiated as required.

Texas State Veterans Homes
June 27, 2022

SCHEDULE

LAN is ready to commence this work upon receiving notice to proceed. We expect the design effort to take approximately 120 days depending upon the duration of the GLO/TSVH review process for each deliverable. The final schedule will be developed with the GLO and TSVH at the beginning of the design process.

Thank you for this opportunity to serve you. Please feel free to contact me if you have any questions.

Sincerely,

LOCKWOOD, ANDREWS & NEWNAM, INC.

A handwritten signature in blue ink, appearing to read 'Jeffrey R. Thomas', with a large, sweeping flourish at the end.

Jeffrey R. Thomas, PE, CHC
Vice President, Business Group Director

cc: File

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
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. 22-004-020 and Work Order No. D675."** 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 #
			INSURER A :	
	INSURED			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? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATU-TORY 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