



WORK ORDER NO. E579
UNDER GLO CONTRACT NO. 22-004-024
PROJECT NO. 124003

Pursuant to **GLO CONTRACT NO. 22-004-024** (“Contract”) between the **GENERAL LAND OFFICE and the VETERANS LAND BOARD** (collectively, “the GLO”) and **PRDG, LLC** (“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. E579 (“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 **\$88,500.00**.
- 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. E579 under GLO Contract No. 22-004-024."**

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, 2025 ("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, email, or fax, 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

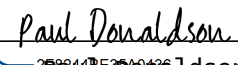
**SIGNATURE PAGE FOR WORK ORDER NO. E579
UNDER GLO CONTRACT NO. 22-004-024**

GENERAL LAND OFFICE

PRDG, LLC

DocuSigned by:

7C899F437457497
Mark A. Havens, Chief Clerk

DocuSigned by:
By: 
Name: Paul Donaldson
Title: Managing Principal


Date of execution: 4/11/2024

Date of execution: 4/10/2024

OGC 


PM 

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VLB DD 

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ATTACHMENTS TO THIS WORK ORDER:

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

ATTACHMENTS FOLLOW



March 7, 2024

Ann Kuykendall
Texas General Land Office
Construction Services
1700 North Congress Ave.
Austin, TX 78701-1495

Re: Watkins Logan TSVH Tyler, Texas
Kitchen Renovation Architectural Services
Authorization to Proceed

Dear Ms. Kuykendall:

This letter is regarding the request for design services related to the kitchen renovations at Texas State Veterans Home in Tyler, Texas. The proposal includes design services for up to (2) existing kitchens.

Design of the following:

- Renovation to existing kitchens.
 - Renovation includes but not limited to flooring, paint, millwork, surfaces, tile backsplash, lighting, fixtures, appliances.
 - Millwork: Replace cabinetry: add soft closing system, mix use of storage drawers and lower cabinets with pull out drawers, pull out drawer with partitions for baking sheets/racks near cooktop.
 - Solid Surface: replace with quartz or similar material
 - Lighting/Electrical: Replace/retrofit lights with LED fixtures, add lighting above washing sink. Add electrical drops if needed.
 - Appliances:
 - Add 3 compartment steam table (remove cabinets) between kitchen and hospitality station
 - Replace the existing electric glass cooktop with an electric cooktop that has stove top burners and a flattop grille. Add stainless wall protection and/or backsplash at cook area.
 - Exhaust hood system: Keep Existing
 - Replace and relocate kitchen refrigerator to food storage (pantry) with commercial refrig/freezer, remove food pantry residential refrigerator and small chest freezer. Add mini-split system (cooling only) to pantry to maintain food storage temp.
 - Keep double ovens but replace cabinetry.
 - Dishwasher – keep but improve installation
 - Add countertop Ice Machine (may need to reduce overhead storage pending location.
 - Countertop Fryer: Is it an option? Grease trap does not exist.
 - Sinks:
 - Replace existing two compartment ceramic sink with stainless 3 compartment sink and side drying surfaces, replace faucet.
 - Add handwashing sink (may relocate food prep sink).



- Kitchen Island:
 - Replace with larger stainless commercial kitchen free standing piece with drawers and storage below.
- Hospitality Station:
 - Remove lower storage cabinets so residents can pull up to counter and serve themselves.
 - Existing Fire curtain drops to separate the kitchen from the residential dining (will remain). Trim piece needed to prevent curtain slamming into solid surface counter.
- Note: Contractor needs to build temporary wall separating kitchen from dining area during renovation for security, noise and debris reduction. Operator will provide meals via neighboring kitchens.
 - No modifications expected to Fire alarm and fire protection (only if required by Code and AHJ)
 - No low voltage modifications

SCOPE OF SERVICES

Architect/Engineering (AE) Services for the renovation of one residential/light commercial kitchen at the Tyler Texas State Veteran Home as follows:

- Provide Design Development and Construction Bid documents and specifications for a Community Veteran Home Kitchen Remodel Project
- Provide one Pre-design site visit to the Tyler TSVH to meet with GLO Staff
- Provide three TEAMS online design review meetings (approx. 90-minutes duration)
- Provide one Construction site visit for Final Inspection/Punch List with GLO Staff
- Provide separate line-item price for an additional onsite construction or design meeting should one be requested by GLO
- Provide separate line-item price for additional TEAMS online meeting (60-minute) with GLO and Contractor
- It is anticipated that GLO will create an Owners allowance as part of the contract that would be used for these additional meetings as required
- Exclusions:
 - Grease Trap design
 - Request for Information (RFI) during construction
 - Submittals
- General Land Office (GLO) to provide the following before design commences:
 - Full set of existing building/ site PDF files by GLO of existing facilities. CAD files to be provided if available. *If existing drawings cannot be provided, additional fees will be necessary.* At a minimum, provide the following existing drawings and/or as-builts:
 - Floor Plans
 - Electrical Plans
 - Power
 - Lighting
 - One-Line Diagrams
 - Panel Schedules
 - Plumbing Plans (for coordination purposes)
 - Sanitary Sewer
 - Water



- Structural Plans/ Details
 - Foundation/ Slab
 - Framing
 - On-Site review of existing conditions (as needed to facilitate design of the work) to be completed by GLO.
- Design Team Deliverables
 - ARCH
 - Floor plan
 - Reflected ceiling plan
 - MEP
 - Power Plan
 - Lighting Plan
 - Plumbing Plan
 - Mechanical Plan
- PRDG will review a draft of deliverables with GLO.
- MISCELLANEOUS SERVICES
 - An allowance of \$27,000 is included within the scope of this proposal to address any items not specifically outlined herein, or scope of work not anticipated.
- PRDG to subcontract with:
 - MEP Engineer
- Any other consultants or work not specifically described above are not included within the scope of this proposal
- EXCLUSIONS/ ASSUMPTIONS:
 - Design work for all sites will be completed with a signed Notice to Proceed
 - No Bidding/ Negotiation services
 - No CA services except 1 site walk for punch list/substantial completion



FEE AND SCHEDULE

The schedule is estimated to be four weeks once a Contract has been executed and all existing information from GLO has been received by PRDG.

There will no reimbursable expenses—traditional reimbursable expenses are accounted for and included within the fee and scope of this proposal (printing).

The total fee (fixed fee plus Misc Services Allowance) is \$88,500.00

The Misc Services Allowance is \$27,000.

The fixed fee distribution is as follows:

Fees	Total
Architect	\$ 54,000.00
MEP Engineer	\$ 7,500.00
SUB-TOTAL	\$ 61,500.00
Misc. Services Allowance	\$ 27,000.00
GRAND TOTAL	\$ 88,500.00



TERMS AND CONDITIONS

All designs and documents prepared by PRDG as part of the design services are licensed to you for your use in analyzing their financial, marketing, or other commercial implications. No other license is granted or intended, and PRDG retains all rights and ownership in the designs and documents.

Standard terms and conditions of the AIA B101-2017 apply. Changes to the terms of the B101 – 2017 contract may change the price quoted.

Signed authorization and executed Work Order are required for PRDG to proceed with the Work.

I appreciate the opportunity to work with you on this project.

Sincerely,

Ryan Robinson
Principal / Owner

Architectural Services

The Owner agrees to compensate PRDG as outlined above. Work will not commence until executed Work Order and written authorization to proceed is received.

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. 22-004-024
Work Order No. E579
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. 22-004-024 and Work Order No. E579."** 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	<div style="border: 2px solid red; padding: 5px; display: inline-block;">Required form of Insurance</div>	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						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	POLICY PRO-JECT LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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