



**WORK ORDER NO. E593
UNDER GLO CONTRACT NO. 22-004-040**

Pursuant to **GLO CONTRACT NO. 22-004-040** (“Contract”) between the **GENERAL LAND OFFICE and Veterans Land Board** (“the GLO”) and **IMEG CORP** (“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. E593 (“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 **\$3,600.00**.
- 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. E593 under GLO Contract No. 22-004-040."**

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

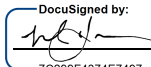
- a) This Work Order amends and forms a part of the Contract, all provisions of which not amended herein remain in force and effect.
- b) Except as otherwise expressly provided in this Work Order, terms defined in the Contract have the same meanings in this Work Order.
- c) If the Contract, this Work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

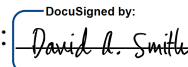
**SIGNATURE PAGE FOR WORK ORDER NO. E593
UNDER GLO CONTRACT NO. 22-004-040**

**GENERAL LAND OFFICE AND
VETERANS LAND BOARD**

IMEG CORP

DocuSigned by:

7C299F4374E7497...

Mark A. Havens, Chief Clerk

DocuSigned by:

1EBBDA820BD14B3...

By: David A. Smith
Name: David A. Smith

Title: Executive Principal

Date of execution: 5/10/2024


Date of execution: 5/9/2024




OGC 


PM 

DD 

VLB DD 

SDD 

DGC 

VLB ES 

GC _____

DLC 

ATTACHMENTS TO THIS WORK ORDER:

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

ATTACHMENTS FOLLOW



April 16, 2024

Bill McClure
Texas General Land Office
Via Email bill.mcclure@glo.texas.gov

Re: Proposal for Services
Texas General Land Office
Amarillo and McAllen Fire Alarm Replacement CA Services
Amarillo and McAllen, Texas

Dear Bill,

Thank you for the opportunity to submit a Proposal for the following Construction Administrative services for the above referenced project.

(a) Electrical (Fire Alarm)

A detailed scope of services, assumptions, compensation, additional services, and terms and conditions are included in the attached Proposal for Services.

We propose to provide these services for a fee of **\$3,600.00** as detailed in the Compensation section in the Proposal for Services.

We look forward to working with you on this project and appreciate the opportunity to be of service. Please contact me at brett.c.casperson@imegecorp.com if you have any questions. Thank you.

Brett Casperson, LEED AP
Principal / Client Executive

Proposal for Services

PROJECT DESCRIPTION

1. ELECTRICAL DESIGN

Replacement of an existing fire alarm system with new.

2. CONSTRUCTION PHASE

Answer contractor questions and Requests for Information (RFIs).

Review shop drawing submittals for items requested in the contract documents.

Attend web-based construction progress meeting (approximately one every three weeks).

Review Contractor pay applications and recommend all or partial payment.

Conduct one Fire Alarm final punch job site observation during construction and prepare construction observation report.

Review project close-out manuals.

3. ASSUMPTIONS

IMEG assumes the selected General Contractor / Construction Manager will be using a web-based project software site, at their cost, for the purpose of hosting and managing project communication and documentation.

The project will be awarded as a single prime contract for construction.

Identification, testing, and/or removal of hazardous materials will be by others.

4. COMPENSATION

a. General C/A services (excludes site visit) \$400.00.

b. Site observations \$3,200.00 (Inclusive of travel expenses) \$3,200.00.

Total \$3,600.00.

5. ADDITIONAL SERVICES

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

General

Preparing as-built and/or record documents from markups or files provided by contractors or verifying the accuracy and completeness of same.

Performing a confirmation site observation after the final job site observation has been completed.

Field testing, adjusting, balancing, or field time to assist installation contractor. Initial startup is the responsibility of the various contractors and/or subcontractors.

Systems commissioning and special inspections. If commissioning or engineering-related special inspections are required, IMEG can provide a proposal for additional services, or these services may be conducted by a third party.

6. GENERAL

The Terms and Conditions for this Proposal are as stated in IDIQ dated August 31, 2022. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Services. Acceptance may be conveyed via email or by signing this offer and returning it to our office. Notwithstanding the foregoing sentence, if you or members of your firm engage IMEG for services for the referenced project, either verbally or by actions that imply acceptance of this Proposal, such as providing drawings, submitting questions, requesting engineering information, etc., without returning a signed copy of this Proposal, it is expressly agreed that acceptance of all terms and conditions of this Proposal will be implied and contractually binding.

Client

Texas General Land Office

Bill McClure

IMEG

IMEG Consultants Corp

Brett Casperson, Principal / Client Executive



2024 STANDARD HOURLY RATES - SMEPT/MEQ/Cx
(rates adjusted annually)

Senior Client Executive / Senior Market Director / VP	\$310
Client Executive / Market Director	\$275
Project Executive	\$255
Senior Project Manager 2	\$230
Senior Project Manager 1	\$200
Engineer of Distinction	\$240
Senior (Engineer / Planner / Consultant) 3	\$230
Senior (Engineer / Planner / Consultant) 2	\$200
Senior (Engineer / Planner / Consultant) 1	\$180
Project (Engineer / Consultant) 2	\$160
Project (Engineer / Consultant) 1	\$150
(Graduate Designer / Consultant / Planner / Authority / Analyst) 2	\$130
(Graduate Designer / Consultant / Planner / Authority / Analyst) 1	\$115
Designer of Distinction	\$205
Senior (Designer / Authority / Consultant) 3	\$190
Senior (Designer / Authority / Consultant) 2	\$185
Senior (Designer / Authority / Consultant) 1	\$165
Project (Designer / Authority / Consultant) 2	\$150
Project (Designer / Authority / Consultant) 1	\$140
(Designer / Authority / Analyst) 2	\$120
(Designer / Authority / Analyst) 1	\$110
Design Technician 2	\$95
Design Technician 1 / Intern	\$90
Senior Construction Administrator	\$180
Construction Administrator	\$145
Senior Virtual Design Coordinator 2	\$135
Senior Virtual Design Coordinator 1	\$130
Virtual Design Coordinator 2	\$125
Virtual Design Coordinator 1	\$110
Virtual Design Technician	\$95
Administrative Assistant	\$85

*These rates are for staff located in the office providing the rates. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided upon request.

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. 22-004-040
Work Order No. E593
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. 22-004-040 and Work Order No. E593."** 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	
			INSURER A :	
			INSURER B :	
			INSURER C :	
			INSURER D :	
			INSURER E :	
		INSURER F :		NAIC #

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"/> OTHER 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