



**WORK ORDER NO. D463  
UNDER GLO CONTRACT NO. 22-004-047  
PROJECT NO. 222002-CC**

Pursuant to **GLO CONTRACT NO. 22-004-047** (“Contract”) between the **GENERAL LAND OFFICE AND THE VETERANS LAND BOARD** (collectively, “the GLO”) and **BAEZA ENGINEERING, PLLC** (“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. D463 (“Work Order”).

**I. PROJECT DESCRIPTION**

- a) Provider shall perform, or cause to be performed, professional engineering services (“the Project”), as described in Provider’s Proposal attached hereto and incorporated herein for all purposes in its entirety 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](mailto:insurance@glo.texas.gov). Submission by any other means may delay in 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**

- a) 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.
- b) Provide must submit copies of all invoices and reports via electronic mail to [vendorinvoices@glo.texas.gov](mailto:vendorinvoices@glo.texas.gov).

**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 **\$19,100.00**.

- 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 Contract and Work Orders issued pursuant to this Contract 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 Contract 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](mailto: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. D463 under GLO Contract No. 22-004-047.**"

#### 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, 2022 ("Performance Period").
- b) 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.
- c) 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 this Work Order and its Attachments conflict, such conflicts shall be resolved in the following order of precedence: the Contract; **Attachment A** to the Contract; the Solicitation; the Solicitation Response; the Work Order; and Attachments to the Work Order in this order: **Attachment B, Attachment A.**

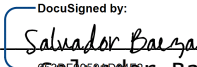
**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR WORK ORDER NO. D463  
UNDER GLO CONTRACT NO. 22-004-047**

**GENERAL LAND OFFICE  
VETERANS LAND BOARD**

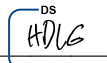
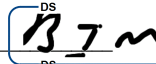


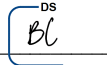
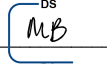
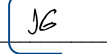
**BAEZA ENGINEERING, PLLC**

DocuSigned by:  
  
7C29F4374E7487  
Mark A. Havens, Chief Clerk /  
Deputy Land Commissioner  
Executive Secretary, VLB

DocuSigned by:  
By:   
Name: Salvador Baeza  
Title: President

Date of execution: 2/28/2022

Date of execution: 2/22/2022

- OGC 
- PM 
- DD 
- VLB DD 
- SDD 
- DGC 
- GC 

**ATTACHMENTS TO THIS WORK ORDER:**

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

**ATTACHMENTS FOLLOW**



February 1, 2022    Revision 2

Bill McClure  
Project Manager - Construction Services  
Texas General Land Office  
Stephen F. Austin Building  
1700 N. Congress Ave.  
Austin, Texas 78701-1496

Via email: [Bill.McClure@GLO.TEXAS.GOV](mailto:Bill.McClure@GLO.TEXAS.GOV)

Re:    Coastal Bend State Veterans Cemetery in Corpus Christi, Texas  
      In-Ground Cremains Expansion and Section 4 Survey Verification  
      Proposal for Professional Services for 222003-COR

We are pleased to present this proposal for providing Engineering services design and construction phase services for the In-Ground Cremain plot expansion adjacent to the existing Columbaria Plaza. Our proposed scope of services and associated fees are as follows:

**PROJECT UNDERSTANDING**

Baeza Engineering is to perform the services described below, per the Schedules and Budgets listed herein:

**Base Bid Construction Items**

- 4'x4' In-Ground Cremain Plots with Upright Headstones
- Cremain Field grading and drainage
- Cremain Field monument markers and signage
- Cremain Field landscaping and irrigation
- Specifications for survey verification of Section 4 and replacement of existing Grid Monument markers that may have shifted or settled over time.

## **ARCHITECTURAL AND ENGINEERING SERVICES TASK LIST**

### **TASK 1 - 95% CONSTRUCTION DOCUMENTS (CD)**

**\$3,600.00 (NOT TO EXCEED)**

Baeza Engineering to perform the following services in preparation of the 95% Construction Documents:

- Review available site surveys, utility infrastructure information provided by the Client, geotechnical reports, and environmental studies. Geotechnical reports provided by the Client for previous construction or expansions to be utilized for this Project.
- Participate in a kickoff meeting to discuss the proposed improvements with TVLB/GLO.
- **Prepare 95% Construction Documents submittal, including conceptual layout, grading, irrigation, and landscaping sheets.**
- Statement of Probable Cost for the 95% CDs.

#### **TASK 1 - DELIVERABLES:**

- 95% Construction Documents – (2) Half Size sets to the TVLB/GLO.
- Draft Project Specification – (1) Hard Copy to the TVLB/GLO.
- Statement of Probable Cost for 95% CDs – (1) Hard Copy to the TVLB/GLO.

### **TASK 2 - 100% CONSTRUCTION DOCUMENTS (CD)**

**\$7,900.00 (NOT TO EXCEED)**

Baeza Engineering to perform the following services in preparation of the 100% Construction Documents:

- Address comments from the TVLB/GLO on the 95% Construction Documents submittal in the form of a written response. Comments and revisions to be incorporated into the 100% Construction Documents and Specifications submission.
- **Prepare 100% Construction Documents for the proposed improvements, including the finalized burial layout, numbering plan, grading, irrigation, and landscaping.**
- Finalize Statement of Probable Cost for the 100% CDs.
- Assistance to the TVLB/GLO in posting of RFP document.

#### **TASK 2 - DELIVERABLES:**

- 100% Construction Documents – (2) Full Size sets to the TVLB/GLO.
- Project Specifications – (2) Hard Copy to the TVLB/GLO.
- Statement of Probable Cost for 100% CDs– (1) Hard Copy to the TVLB/GLO.

### **TASK 3 – REIMBURSABLE EXPENSES**

**\$1,000.00 (NOT TO EXCEED)**

Reimbursement for travel shall not exceed the rates set by the State of Texas Travel Allowance Guide published by the Texas Comptroller of Public Accounts. Other reimbursable expenses such as copies, printing, postage, delivery, permitting fees, and other incidental costs related to the services provided under this proposal shall not exceed rates set by the Texas Comptroller of Public Accounts for similar services when provided to a State agency.

**TASK 4– CONSTRUCTION PHASE SERVICES****\$6,600.00 (NOT TO EXCEED)**

- Provide timely responses to written questions sent through the GLO during the bidding process and issue addendum documents as required.
- Baeza Engineering to participate in reviewing and evaluating the contractor bid proposals and providing input for recommendations to the GLO.
- One (1) Virtual Pre-Construction Kickoff Meeting
- Review submittals by the Contractor for general compliance with the contract documents.
- Site visits are based on a preliminary schedule of 4 months of construction. One (1) progress meeting after the Project Kickoff meeting are anticipated for the four-month construction duration.
- One (1) Final Completion Inspection Visit
- This work order includes preparing record drawings based on clearly marked and up-to-date as-built drawings maintained by the Contractor.
- Compile the close-out documents, including guarantees, warranties, and operations/maintenance manuals prepared by the Contractor.

Provider's duties associated with construction inspection include:

- Initiate and conduct regularly scheduled project progress meetings to review the Project, coordinate with Contractor to produce accurate minutes of the meetings, and distribute minutes to GLO and Provider's team members as designated.
- Schedule and manage required specialty inspection personnel associated with the Project to confirm compliance with the contract documents.
- Monitor the Contractor provided construction schedule on a monthly basis and discuss known deviations with GLO and the Contractor at site meetings.
- Monitor and verify that the Contractor obtains required permits, licenses, and certificates prior to associated work being performed.

**TASK 4 - DELIVERABLES:**

- Provide inspection reports, meeting minutes, RFIs, ASIs, submittals, shop drawings, change orders, pay app processing, and correspondence as required in the above scope.
- Punch List of items needing correction or completion found during Substantial and Final Inspection Visit.
- Two (2) full-size bound copies of Record Drawings.
- The Provider's representative attending the site visits is to be a registered Architect or Engineer in the State of Texas.

**TASK 4 - SCHEDULE:**

Based on the awarded bid, services to be conducted from construction contract execution (notice to proceed) to final completion to be determined per individual Project. If construction continues past the determined Contract Duration, additional construction administration services are to be negotiated between Baeza Engineering and the GLO.

**ARCHITECTURAL AND ENGINEERING FEES**

<b>Task #</b>	<b>Task Name</b>	<b>Total Per Task</b>	<b>Fee Type</b>
1	95% Construction Documents	\$3,600.00	Not to Exceed
2	100% Construction Documents	\$7,900.00	Not to Exceed
3	Reimbursable Expenses	\$1,000.00	Not to Exceed
4	Construction Phase Services	\$6,600.00	Not to Exceed
<b>Total Fees</b>		<b>\$19,100.00</b>	

**SCHEDULE:**

Contract duration is anticipated to last until December 31, 2022

**Agreement**

We appreciate the opportunity to work with you on this Project. If this proposal and agreement meet with your approval, please acknowledge such by providing a Professional Services Agreement for the execution of the work. Receipt of the executed documents will serve as authorization for us to proceed with the work.

Sincerely,



Salvador Baeza, PE  
Baeza Engineering, PLLC  
TBPE No. F-19569



## 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](mailto:insurance@GLO.TEXAS.GOV)
- (b) **prominently display "GLO Contract No. 22-004-047 and Work Order No. D463."** 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**



**AMENDMENT NO. 1 TO WORK ORDER NO. D463 UNDER  
GLO CONTRACT NO. 22-004-047**

**THE GENERAL LAND OFFICE AND THE VETERANS LAND BOARD** (the “GLO”) and **BAEZA ENGINEERING, PLLC** (“Provider”), each a “Party” and collectively “the Parties” to Work Order No. D463 (the “Work Order”) under GLO Contract No. 22-004-047 (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 28, 2024**.
2. This Amendment shall be effective upon the date of the last signature or December 31, 2022.
3. The terms and conditions of the Work Order and Contract not amended herein shall remain in force and effect.

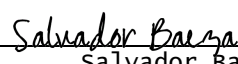
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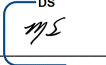
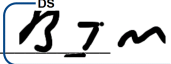
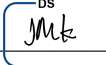

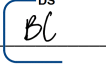
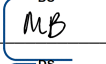
**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO WORK ORDER NO. D463 UNDER  
GLO CONTRACT NO. 22-004-047**

**GENERAL LAND OFFICE  
VETERANS LAND BOARD**

**BAEZA ENGINEERING, PLLC**

DocuSigned by:  
  
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70299F4371E7497  
Mark A. Havens, Chief Clerk/  
Deputy Land Commissioner  
Date of execution: 10/26/2022

DocuSigned by:  
  
\_\_\_\_\_  
653DE0959AD94F2...  
Name: Salvador Baeza  
Title: Managing Member  
Date of execution: 10/24/2022

- OGC 
- PM 
- DD 
- VLB DD 
- SDD 
- DGC 
- GC 