

WORK ORDER NO. C731 UNDER GLO CONTRACT NO. 17-321-003

Pursuant to **GLO CONTRACT NO. 17-321-003** ("Contract") between the **GENERAL LAND OFFICE** ("the GLO") and **CROWDERGULF, 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. C731 ("Work Order"). This Work Order amends the Contract, all provisions of which not amended herein remain in force and effect.

PROJECT DESCRIPTION

Provider shall perform, or cause to be performed, beach debris removal services ("the Project"), as described in Provider's Proposal attached hereto and incorporated herein for all purposes in its entirety as <u>Attachment A</u>. Provider shall perform all work in accordance with: the Contract and all Attachments; GLO RFQ No. X0010955-SK ("Solicitation"); and this Work Order and all Attachments.

If this Work Order and its Attachments conflict, such conflicts shall be resolved in the following order of precedence: first, the Contract, then attachments to the Contract in this order: Attachment A, Attachment B, Attachment C, Attachment D, the Solicitation, Solicitation Response, the Work Order, then attachments to the Work Order in this order: Attachment B, and Attachment A.

SPECIAL CONDITIONS

Provider is subject to the following Special Conditions:

WRITTEN NOTICE TO PROCEED ("NTP") REQUIRED: Provider must not begin work or incur charges before the date on the GLO's written NTP. The GLO may send the NTP to Provider by regular mail, electronic mail, or facsimile transmission. Any work Provider performs before the date on the NTP shall be at Provider's sole risk, and the GLO may not compensate provider for such work.

REQUIRED INSURANCE: <u>Prior to commencing work or incurring any charges under this Work</u> <u>Order</u>, 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 <u>Attachment B</u> of this Work Order, **REQUIRED INSURANCE AND FORM**.

Provider must submit certificates of insurance to the GLO Contract Management Division at the email address: <u>insurance@glo.texas.gov</u>. Submission by any other means may delay in Project.

The GLO shall notify Provider of deficient certificates and specify a period of time for Provider to correct deficiencies. <u>If Provider does not obtain acceptable insurance within the time specified, the GLO may, in its sole discretion, declare this Work Order void.</u>

TASKS / DELIVERABLES / AND DELIVERABLE DUE DATES

TASKS AND DELIVERABLES:

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.

COMPENSATION

The total compensation due to Provider for services performed and costs incurred pursuant to this Work Order is not to exceed **\$671,120.00**. Expenditures must conform to the budget and rates in **Attachment A**.

Expenses: Subject to the maximum Contract amount authorized in Attachment A, the GLO may reimburse lodging, travel, and other incidental direct expenses for professional or technical personnel who are (a) away from the cities in which they are permanently assigned and (b) conducting business specifically authorized by the GLO. The limit for such reimbursements shall be the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, Textravel. At the GLO Project Manager's discretion, prior written approval may be required before Provider may expense travel funds. Such a requirement must be detailed in the NTP issued to the Provider by the GLO Project Manager.

SUBMISSION OF INVOICES

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.

Invoices must:

- (a) be submitted to **vendorinvoices@glo.texas.gov**;
- (b) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and
- (c) prominently display "GLO Work Order No. C731 under GLO Contract No. 17-321-003."

PERFORMANCE PERIOD: 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 30 days from the date on the NTP ("Performance Period"). Provider must complete all work and submit all deliverables before the Performance Period expires. The GLO may not compensate Provider for services completed or deliverables submitted after the Performance Period expires.

TERMINATION OR INTERRUPTION OF WORK: 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.

AMENDMENTS TO WORK ORDER: 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, and may be delivered by regular mail, electronic mail, or facsimile transmission; and shall become part of the GLO's Project file.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR WORK ORDER NO. C731 UNDER GLO CONTRACT NO. 17-321-003

GENERAL LAND OFFICE

CROWDERGULF, LLC

DocuSigned by: N

Mark A. Havens, Chief Clerk / Deputy Land Commissioner

Date of execution: 8/28/2020

DocuSigned by:

BY: JOIN JAMSAU

Title: President

Date of execution: 8/28/2020



ATTACHMENTS TO THIS WORK ORDER:

ATTACHMENT A – PROVIDER'S PROPOSAL ATTACHMENT B – REQUIRED INSURANCE

ATTACHMENTS FOLLOW

EMAIL / BOX

Texas General Land Office

Attachment A Work Order C731 GLO Contract No. 17-321-003 Page 1 of 11

RFWOP - GLO Contract NO. 17-321-003 Beach Debris Removal Services Following Hurricane Hanna

Friday, August 21, 2020 @ 3:00 pm



LOCAL TEXAS OFFICE

Clayton Young, Regional Manager 11190 Circle Drive Suite 109A Austin, TX 78736 cyoung@crowdergulf.com

CORPORATE OFFICE

Ashley Ramsay-Naile, Senior Vice President 5629 Commerce Blvd. East Mobile, AL 36619 800-992-6207 Phone 251-459-7433 Fax jramsay@crowdergulf.com www.crowdergulf.com

Part 1. Technical Proposal / Work Plan

CrowderGulf Beach Debris Removal and Disposal Site Plan

CrowderGulf's Operations Plan for removal of beach / waterway debris is flexible and based on the unique needs of each project. We use the same principles with waterway work as we do on our land operations. We move trained and well-equipped crews into the affected area, in the shortest time possible, and follow a disaster-specific work plan. This ensures that our personnel and equipment will be mobilized and in place to remove and dispose of abandoned vessels and eligible debris in the most efficient and effective manner, with the least possible impact to citizens.

Deployment: Per the RFP requirements, CrowderGulf will be able to deploy within the allocated <u>72</u> <u>hours</u>, after a Notice to Proceed (NTP).

A. Work Plan

Based upon the information in the RFP, we will handle each type of debris in the following ways:

Phase 1: Remove Beach Debris and picnic tables/cabanas

Based on our past experiences and the expected amount of debris for this particular job, we feel that the beach debris should be forwarded to access points along the beach using a forwarder and then hauled to the predetermined final disposal site (Gulley-Hurst Landfill). The debris that is located on the beach will be removed separately. Our main access point will be the parking lot at Padre Balli County Park. This would eliminate the need for temporary storage/reduction sites.

Phase 2: Remove Pipeline

The pipeline will be removed by our partner, Clean Harbors, due to the hazardous nature of the material. It will need to be cold cut due to the potential for flammable material and capped at each end before being hauled. Any material deemed to be hazardous shall be placed in separate trucks or boxes and disposed of appropriately.

Phase 3: Removal of the parking lot

The asphalt parking lot will be excavated and hauled to final disposal. This will most likely involve using an excavator to rip up old asphalt and load the debris into end dump trucks for hauling to final disposal. A dozer will be used for finish blading.





1. Preliminary Assessment Tasks

Crews and equipment will be mobilized based on the type, size, and location of the debris. Exact production rates will vary based on the density of debris I the particular area. Typically a beach debris removal crew consists of the following types of equipment and personnel:

- Forwarders or off road dump trucks
- Wheel loader with grapple
- Excavator
- Hand labor as deemed necessary
- End dump trucks
- Project Manager

Pre-assessment of the beach debris will be conducted to determine what is needed. CrowderGulf may utilize drone technology to determine the equipment needs and the best method to extract the debris. <u>CrowderGulf's normal operating procedures include an early assessment of debris locations assigned for removal.</u> All preplanning and assessment will be to assist in the accuracy and efficiency of CrowderGulf's work plan when removing the eligible debris.

2. Debris Disposal

Final disposition of the products of debris reduction will be made in accordance with instructions from the GLO and in keeping with all federal, state and local laws.

All debris will be direct hauled to Gulley-Hurst Landfill located in Corpus Christi, TX.

Specialty Debris

CrowderGulf's supervisory personnel are experienced in identifying and assessing potential problems imposed by specialty debris including abandoned vehicles and vessels, wet marine debris, hazardous materials and waste, bio-hazardous wastes, dead animals, and hazardous trees and stumps. CrowderGulf has teamed with Clean Harbors to remove the pipeline. All proper pipeline removal protocols will be followed by both Clean Harbors and CrowderGulf. As mentioned above, CrowderGulf works in conjunction with all federal, state and local regulatory agencies and strictly follows all regulatory guidance

Final Disposal Location

Gulley-Hurst Landfill 1435 Co Rd 26 Corpus Christi, TX 78415 361-225-1300

Attachment A Work Order C731 GLO Contract No. 17-321-003 Page 4 of 11

 Bulley-Hurst Landfillo
 Borgen
 Mas Carpus
 Mas Carpus

 Bulley Hurst Landfillo
 Borgen
 Borgen
 Mas Carpus

 Borgen
 Borgen
 Borgen
 Borgen

 Borgen
 Borgen
 Borgen
 Borgen

CrowderGulf has an account already established with the landfill and can begin hauling debris here immediately. This is roughly a 25 mile haul from Padre Balli County Park.

3. Documentation for Debris Hauling

Accurate completion of quantitative and descriptive data is imperative to the GLO for cost reimbursement requests from FEMA. In an effort to maximize accuracy of accounting for debris hauling, CrowderGulf utilizes the proven system of project controls for truck certification and debris load tickets for marine debris that are hauled to a certified and GLO approved final disposal site.

							Client:			
	Disaster Recovery & Debris						Date:		Time:	
			any of the a	answers are no, do not certi	fy the truck/equ	ilpment.	Disaster No:			
Critical (Certifcation Inform	mation			-					
Assigned Truck Number:			· 0	0100		Registration Ch				
Assigned Fruck Number: Cilent Code Cilent Code			0100	-	1. Does the driver have a valid driver's license? No No 2. Does the vehicle have current registration and insurance?					
				_		Yes 🗆	No 🖾			
License Pl	ate Number:			State:		3. Does the vehicle	meet all necessary sa Yes	efety requirements per s	afety checklist?	
Driver's Na	me:			Ph #:		4. Does the vehicle	e have a suitable tailga Yea			
Measured				F0.#				No U		
	-,.				-					
Truck/Trol	ler Type (Check One)							/Equipment Picture He		
Self Loader		,								
0	Dump Truck		Measure			L				İ
0	Semitrailer Dump Trailer		Overall D	Amensions: Length x Width x	Maladat	= Cubic Feet	Total Cubic Feet	Gross		
00	Other Equipment		a	Length x Width x		a Cubic Feet	Cubic Feet	Cubic Yds	inch to Desim	
0	Other Equipment		- *					/27=	Inch to Decim	_
								/2/-	17= 0.1	*
Signature	s:				·	-	a+b+c	(a+b+c)/27	2*= 0.2	
			Reductio Code	Length x Width x	Height	= Cubic Feet	Total CF Reductions	Gross CY Reductions	MINUS 3** 0.3	_
CrowderG	ulf Representative				_	-			5-0.4	
						12		/27=	e-0.5	
						13			7-0.8	
	resentative		Codes:	1-Dog Box, 2-Wheel Wells,			r1+r2+r3	(r1+r2+r3)/27	8'= 0.7	
Client Rep	resentative			3- Odd Shapes, 4- Sideboard, 5- Other (explain)	г			Equals	9*= 0.8 10*= 0.8	-
					-			•	11"= 0.9	
				Net Total Cubic	Yards →				12-1	

Reports and Information Accessibility

Daily and weekly reports of work completed will be provided to the GLO along with a specific updated timeline of work to be completed. All reports will be accessible online by the GLO and their representatives.

Reconciliation and Invoicing

Invoicing will proceed immediately after documentation has been reconciled with GLO officials and within the given GLO-approved timeline.

Monitoring Companies and Electronic Ticketing

CrowderGulf has vast experience working with several monitoring companies and are familiar and compatible with their programs, processes and procedures. It is important that to the Client that CrowderGulf and Client representative (i.e., monitoring company) establish and maintain a positive and professional rapport throughout the project. This is necessary in order for the communication flow to be open with the central focus of making sure all documentation for eligible work is accurate and complete.

Company Narrative

In the past decade, CrowderGulf has established itself as one of the leading marine debris removal and disposal companies in the United States. Clients have included such agencies as the Florida Department of Environmental Protection (FDEP), New Jersey Department of Environmental Protection (NJDEP), Mississippi Department of Marine Resources, the Louisiana Department of Wildlife and Fisheries, Alabama Department of Transportation, U.S. Navy, BP Exploration, United States Coast Guard, and the **Texas General Land Office (GLO)**, as well as numerous counties and local municipalities in several states.

CrowderGulf has encountered and successfully handled everything within the scope of work of the GLO RFWOP, GLO Contract# 17-321 for Beach Debris Removal Services (RFP No. X0022780-SK). This also includes extensive experience working in environmentally sensitive areas and ensuring adequate precautions are taken not to disturb or damage these areas.

After Hurricane Ike, CrowderGulf was one of the prime contractors for the GLO tasked with removing waterway debris. CrowderGulf removed hundreds of vessels and marine debris from Texas GLO waterways in 2008 after Hurricane Ike.

Attachment A Work Order C731 GLO Contract No. 17-321-003 Page 6 of 11

B. Past Experience 2016 Severe Storms & Flooding - Texas General Land Office

Time Period: 6/27/2016 – 7/8/2016 *Amount Invoiced:* \$397,252 *CY Hauled:* 6,394 CY

Location: Brazoria County, TX

GLO Contact Information: Vania Ramaekers, Contract Specialist 1700 Congress Ave Austin, TX 78711 PH: (512) 463-5329 Vania.ramaekers@glo.state.tx.us



CrowderGulf Key Personnel: Nick Pratt – Sr Project Manager

In June, 2016, the Texas General Land Office (GLO) activated CrowderGulf's debris removal contract. CrowderGulf was tasked with clearing debris from 20 miles of beach area in Brazoria County, TX. Vegetative debris was removed from the beaches and hauled to the Seabreeze Landfill in Angleton, TX.

CrowderGulf worked closely with the monitoring firm, Tetra Tech, with their ADMS system. A total of 6,394 cubic yards of debris was removed.

Most Recent Beach Debris Removal Project:

2020 Tropical Storm Cristobal

<u>Location:</u> Harrison County, MS	Days Worked: 28 Days
Reference:	Cubic Yards Removed: 55,827
Chuck Loftis Harrison County Public Works Dir.	Construction Value: \$1,485,481
1801 23 rd Avenue Gulfport, MS 39501	Debris Monitor: Volkert
228-861-4731	CrowderGulf Key Personnel: Senior PM: Brian Smallwood
cloftis@co.harrison.ms.us	Superintendent and HSE Jeff Zemlik

Tidal flow from Cristobal deposited large volumes of displaced marsh grasses on the 27 miles of beaches in Harrison County. CrowderGulf was awarded a publicly bid contract and was given a Notice to Proceed (NTP) on June 9th, 2020 to begin cleanup operations. The CrowderGulf Team mobilized and began work 2 days later on June 11th, 2020; 7 off road dump trucks, 3 bull dozers, 4 Large Wheel loaders and 3 Track Hoes were mobilized to begin cleanup. Work teams scraped the material into sizable piles near the shoreline. The material was then loaded into off road trucks and transported to roadside of Highway 90, and staged for loadout. 16 End dump trucks averaging 50 Cubic Yards in hauling capacity were used to transport the material to the two approved landfills in Harrison County. Work teams hauled for 26 days to complete this task. Special considerations were made for traffic control, as Highway 90 is a high volume, 4 lane road, and to be of as little impact to the open public beaches as possible. Several large scale, local events took place during this during this project and work plans were adjusted to maintain public safety. Harrison County Beaches also feature several federally protected bird nesting habitats and special consideration were given to protect these areas as well.



C. CrowderGulf Point of Contact and Personnel

CrowderGulf Management brings a responsible and experienced organization to partner with the GLO. CrowderGulf's extensive experience and personnel resources enables us to quickly assemble uniquely trained and experienced project teams and match specialized equipment and resources with project execution requirements. The following CrowderGulf officer will serve as the main point of contact for CrowderGulf for all correspondence with the GLO and the Regional Manager is the contact if awarded the contract

Ashley Ramsay-Naile, Senior Vice President & COO CrowderGulf, LLC 5435 Business Parkway Theodore, Alabama 36582 Office: (800) 992-6207 / Cell: (646) 872-1548 jramsay@crowdergulf.com Clayton Young, Texas Regional Manager CrowderGulf, LLC. 11190 Circle Drive Suite 109A Austin, TX 78736 940-206-6996 cyoung@crowdergulf.com

CrowderGulf Management Team Members

The names and biographical information of CrowderGulf's professional staff to be assigned to the GLO Management Team will be provided upon award of contract. Each individual is highly experienced in emergency debris management. Below is contact information of several of our key management personnel (Key Personnel for this project are highlighted in Green):

Name	Position	Office	Phone	Email
John Ramsay	President & CEO	Alabama	(251) 402-3677	jramsay@crowdergulf.com
Ashley Ramsay	Vice President & COO	Alabama	(251) 872-1548	aramsay@crowdergulf.com
Buddy Young	Asst. Dir. of Operations	Texas	(940) 597-4252	byoung@crowdergulf.com
Nick Pratt	Project Manager	Alabama	(251) 402-5566	npratt@crowdergulf.com
Margaret Wright	Documentation Mgr	Texas	(251) 604-6346	mwright@crowdergulf.com
Clayton Young	Project Manager	Texas	(940) 206-6996	cyoung@crowdergulf.com
Wilber Ledet	Project Manager	Texas	(228) 326-5915	wledet@crowdergulf.com
Brian Smallwood	Senior Project Manager	Texas	(251) 581-5789	bsmallwood@crowdergulf.com
Jeff Zemlik	Safety Manager	Texas	(251) 509-9422	jzemlik@crowdergulf.com
Leigh Anne Ryals	Emergency Mgmt. Specialist	Texas	(251) 751-8660	Iryals@crowdergulf.com
Reid Loper	Project Manager	Alabama	(678) 477-3755	rloper@crowdergulf.com

Attachment A Work Order C731 GLO Contract No. 17-321-003 Page 9 of 11

Clayton Young – Texas Regional Manager

Mr. Young has been employed with CrowderGulf since 2010. He has served as the Texas and Louisiana client representative in that time, as well as project manager for a number of disaster activations. He spent parts of 2010-2011 in Galveston County Texas overseeing operations for a buyout mitigation program that turned 800 properties destroyed by Hurricane Ike, into green space on the Bolivar Peninsula. He was responsible for bidding and estimation of cost and reconstruction of these properties. After that project was completed, he spent time as a field supervisor in Alabama after the tornado outbreak in 2011. He was promoted to a project manager and oversaw debris removal efforts in North Carolina for the NC DOT after Hurricane Irene,



In 2017, Hurricane Harvey caused significant damage to the entire State of Texas and Clayton served as project manager for the Cities of Dickinson, Friendswood, La Marque, Santa Fe, Clear Lake Shores, Jones Creek, Lake Jackson and Galveston County. After completing those projects in 2018, he switched gears and managed waterway restoration projects under a contract with the Texas General Land Office on the Colorado, San Bernard, and Brazos Rivers, as well as Chocolate Bayou and Oyster Creek. In late 2018, after Hurricane Florence hit the East Coast and Carolinas, he managed the debris recovery operations in Duplin County North Carolina. In early 2019.

Mr. Young headed back to the City of Dickinson, TX as project manager for the Dickinson Bayou cleanup and de-snagging project under the Natural Resources Conservation Service (NRCS) Mr. Young has spent time studying and living abroad which has given him unique worldview and the ability to understand and communicate with a wide range individuals. He understands the bid process, contracting, mobilization, operation management, documentation and close out of disaster recovery projects. He excels at building close client relationships, business development and servicing pre-event contracts for Client's needs such as training and pre-planning. Clayton graduated from the University of North Texas where he focused on Entrepreneurial Management and International Business Practices. NIMS Trained

Wilber Ledet – Project Manager

Mr. Ledet is a lifelong resident of the Gulf Coast. Mr. Ledet's disaster experience with CrowderGulf began after Hurricane Ike with the managing of the wet debris targets identified by sonar from West Galveston Bay, Tiki Island and Omega Bay, TX. This project also included his expertise in managing the stored vessel reclamation program in which he assisted in the removal of hazardous substances from the vessel and coordinated its proper disposal. From 2010 to 2012, Mr. Ledet managed up to 800 Hazwoper certified responders and facilitated meetings with Environmental Teams and BP officials, serving as project manager, assigned to the Deepwater Horizon Oil Spill. In

2012, following Hurricane Isaac, Mr. Ledet was assigned as Project Manager to oversee the sand removal, sand screening and beach berm construction for the Town of Dauphin Island, AL. This project included sea oat replacement, and the management of the right of entry program for sand reclamation on private property. Following Super storm Sandy, Mr. Ledet was assigned as project manager to oversee the wet debris removal from Barnegat Bay, NJ, and successfully completed over 700,000 yards of wet debris removed and disposal. Mr. Ledet has also served as Project Manager for Ice storm Pax, in NC, and Limestone County Project Manager after the 2014 tornado outbreak in northern Alabama. Mr. Ledet then served as the Project Manager for Columbia County, SC, after severe floods devastated the area in early October, 2015. Most recently. Mr. Ledet managed the floods in Quachita Parish, LA, Brazoria County, TX and then the City of Central, AL in East Baton Rouge Parish. Mr. Ledet also was the senior manager on Hilton Head Island which





resulted in the removal and disposal of over 2.8 Million cubic yards of debris. Mr. Ledet is currently finishing up the waterway debris removal project in Brevard and Volusia County, FI for the Florida Department of Environmental Protection.

Jeff Zemlik – Safety Manager

Mr. Zemlik has been affiliated with the construction industry since a young age, starting his safety career by managing the safety department of his family's masonry company, which completed over 1.5 million safe work hours. His past projects have included the State of New Jersey after Hurricane Sandy in 2012, developing and directing the safety program for the BP Oil Spill for the State of Alabama, constructing the largest indoor primate house at Chicago's Brookfield Zoo and reworking furnaces in and around the steel mills of Gary, Indiana. He is currently charged with



overseeing the Safety Department for CrowderGulf. Mr. Zemlik is a graduate of Indian River State College, earning degrees in both Organizational Management and Occupational Health and Safety. Currently he is enrolled at Columbia Southern working toward his masters in Occupational Health and Safety. He holds certifications in USACE Construction Quality Management, USACE 385-1-1 40 hour, 40 hour HAZWOPER certificate and Instructor, SONS & TWIC, OSHA 10 hour General Industry, OSHA 510 & 500, Leadership & influence, DOT Supervisor and Root Cause & Incident Training. (NIMS Trained)

Part 2: Cost Proposal

Line #	Description	Units	Measure of Distance	Rate
1			0-15 miles	\$46.00
2	Beach Debris Removal - vegetative and C&D debris removal from beach and transport for a	CY per mileage	16-30 miles	\$48.00
3	prescribed distance to Final Disposal	intervals	31-60 miles	\$52.00
4			60+ miles	\$56.00
5			0-15 miles	\$58.00
6	Parking Lot Debris/Removal - Concrete, asphalt, and aggregate removal and hauled for a	CY per mileage	16-30 miles	\$62.00
7	prescribed distance to final disposal site	intervals	31-60 miles	\$66.00
8			60+ miles	\$70.00
9	Pipe Line Removal - Exposed 4" pipe line removal and hauled to final disposal site	LF	N/A	\$78.00

All tipping / disposal fees will be a pass through cost at no markup.

REQUIRED INSURANCE

<u>GENERALLY</u>. 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."

<u>Approval</u>. 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.

<u>Continuing Coverage</u>. The GLO's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract.

<u>Renewal.</u> 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.

<u>Additional Insured Endorsement</u>. 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. <u>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.</u>

<u>Subrogation</u>. 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.

<u>Policy Cancellation Endorsement</u>. 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.

<u>Alternative Insurability</u>. 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:

COMMERCIAL GENERAL LIABILITY (OCCURRENCE BASED)

- BODILY INJURY & PROPERTY DAMAGE
 - \$1 MILLION EACH OCCURRENCE
 - \$2 MILLION AGGREGATE LIMIT
- \$5,000 MEDICAL EXPENSE EACH PERSON
- \$1 MILLION PERSONAL INJURY AND ADVERTISING LIABILITY
- \$2 MILLION PRODUCTS / COMPLETED OPERATIONS AGGREGATE LIMIT
- \$50,000 DAMAGE TO PREMISES RENTED TO YOU

\$1 MILLION CSL AUTOMOBILE INSURANCE

STATUTORY WORKERS' COMPENSATION & EMPLOYERS LIABILITY

- \$1 MILLION EACH ACCIDENT
- \$1 MILLION DISEASE EACH EMPLOYEE
- \$1 MILLION DISEASE POLICY LIMIT

\$500,000 CONTRACTORS POLLUTION LIABILITY INSURANCE

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 <u>insurance@GLO.TEXAS.GOV</u>
- (b) prominently display "GLO Contract No. 17-321-003 and Work Order No. C731." 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. ******

	ATE	(MM/DD/YYYY)
--	-----	--------------

					L	Contract No. ***	* * * *	
ACORD [®] CER	TIFIC	ATE OF LIA	BIL	ITY IN	ISURA	NCE	DATE	(MM/DD/YYYY)
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMA BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	TIVELY OF	DOES NOT CONSTITU	D, EXTE	ND OR ALT	TER THE CO	VERAGE AFFORDED	BY TH	E POLICIES
IMPORTANT: If the certificate holder terms and conditions of the policy, certificate holder in lieu of such endo	certain pol	icies may require an er						
PRODUCER	isement(s)	•	CONTAC	ст				
			NAME: PHONE			FAX (A/C, No		
Required form	of loou	ronoo	_(A/C, No E-MAIL			(A/C, No):	
Required form	or insu	rance	ADDRES	1. Contract 1. Con				
					SURER(S) AFFOR	RDING COVERAGE		NAIC #
NOUDED			INSURE	RA:				
NSURED			INSURE	R B :				
			INSURE	RC:				
			INSURE	RD:				
			INSURE	RE:				
			INSURE	RF:				
		NUMBER:				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUC	REQUIREME	NT, TERM OR CONDITION THE INSURANCE AFFOR	N OF AN	Y CONTRACT	T OR OTHER	DOCUMENT WITH RESE	PECT TO	WHICH THIS
NSR LTR TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER		POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIN	ITS	
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 AGO	1	
POLICY PRO- LOC						FRODUCTS - COMPTOF AGE	s s	
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT		
						(Ea accident) BODILY INJURY (Per person)	\$	
ANY AUTO ALL OWNED SCHEDULED						BODILY INJURY (Per acciden		
AUTOS AUTOS NON-OWNED						PROPERTY DAMAGE	\$	
HIRED AUTOS AUTOS						(Per accident)	1000	
						1.11	\$	
UMBRELLA LIAB OCCUR					1	EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MAD	E					AGGREGATE	\$	
DED RETENTION \$						WC STATU- OTH	\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						TORY LIMITS EF		
ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$	
(Mandatory in NH) If yes, describe under	-					E.L. DISEASE - EA EMPLOYE	EE \$	
DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMI	Т \$	
	1_1_							
DESCRIPTION OF OPERATIONS / LOCATIONS / VEH	CLES (Attach	ACORD 101, Additional Remark	s Schedule	If more space I	s required)			
CERTIFICATE HOLDER			CANC	ELLATION				
			GANC	LEATON				
			THE	EXPIRATIO	N DATE TH	DESCRIBED POLICIES BE IEREOF, NOTICE WILL CY PROVISIONS.		
			AUTHO	RIZED REPRESE	ENTATIVE			
				© 19	88-2010 AC	ORD CORPORATION	. All rig	hts reserved



AMENDMENT NO. 1 TO WORK ORDER NO. C731 UNDER GLO CONTRACT NO. 17-321-003

THE GENERAL LAND OFFICE (the "GLO") and **CROWDERGULF, LLC** ("Provider"), each a "Party" and collectively "the Parties" to Work Order No. C731 (the "Work Order") under GLO Contract No. 17-321-003 (the "Contract"), desire to amend the Work Order. Therefore, the Parties hereby agree as follows:

- 1. The Work Order is amended by adding funding in the amount of \$155,114.25 for a total amount not to exceed \$826,234.25 for the duration of this Work Order.
- 2. This Amendment shall be effective as of September 22, 2020.
- 3. The terms and conditions of the Work Order and Contract not amended herein shall remain in force and effect.

SIGNATURE PAGE FOLLOWS

GLO Contract No. 17-321-003 Work Order No. C731 Amendment No. 1 Page 1 of 1

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO WORK ORDER NO. C731 UNDER GLO CONTRACT NO. 17-321-003

GENERAL LAND OFFICE

DocuSigned by: ma

Mark⁹A⁴³Ha⁹ens, Chief Clerk/Deputy Land Commissioner $Date of execution: <math>\frac{1/21/2021}{2021}$



CROWDERGULF, LLC

DocuSigned by:

Name: ____

Title: Vice President Date of execution: $\frac{1/20/2021}{2}$