

WORK ORDER NO. E903 UNDER GLO CONTRACT NO. 21-024-007

Pursuant to GLO CONTRACT No. 21-024-007 ("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. E903 ("Work Order"). This Work Order amends the Contract, all provisions of which not amended herein remain in force and effect.

1. PROJECT DESCRIPTION

Provider shall perform, or cause to be performed, beach and marine debris removal services ("the Project"), as described in Provider's Proposal attached hereto and incorporated herein for all purposes in its entirety as **Attachment A**. Provider shall perform all work in accordance with: the Contract and all Attachments; GLO RFP No. 4062-SV ("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, the Solicitation, Solicitation Response, the Work Order, then attachments to the Work Order in this order: Attachment B and Attachment A.

2. 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: 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.

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 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>

3. 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.

4. COMPENSATION

The total compensation due to Provider for services performed and costs incurred pursuant to this Work Order is not to exceed \$985,000.00. 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 Notice to Proceed issued to the Provider by the GLO Project Manager.

5. 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. E903 under GLO Contract No. 21-024-007."

6. 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 the date specified in 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.

7. 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.

8. **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. E903 UNDER GLO CONTRACT NO. 21-024-007

GENERAL LAND OFFICE

CROWDERGULF, LLC

Signed by:

Jennifer & Jones

By:

Signed by:

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ATTACHMENTS TO THIS WORK ORDER:

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

ATTACHMENTS FOLLOW

Email to: steve.villarreal@GLO.Texas.Gov



RFP No. 4062-SV

Beach and Marine Debris Removal Services Rollover Pass, Galveston County, TX

Friday, October 18, 2024



Ashley Ramsay-Naile,
President
Disaster Administration Office
5629 Commerce Blvd. E
Mobile, AL 36619
800-992-6207 Phone
251-459-7433 Fax
jramsay@crowdergulf.com
www.crowdergulf.com

Please direct all inquiries to the Disaster Administration Office located in Mobile, AL

October 15, 2024

Texas General Land Office

Submitted via Email: Steve.Villarreal@GLO.Texas.Gov

Re: RFP NO. 4062-SV Beach and Marine Debris Removal Services Rollover Pass, Galveston County, TX

CrowderGulf is pleased to submit the enclosed proposal as a firm and irrevocable offer in response to the RFP referenced above. We want to express our desire to enter into an agreement with the GLO for Beach and Marine Debris Removal Services. We believe we are the best company to provide the GLO the requested services based on our personal experience, and our many years of experience and capabilities as synopsized below and demonstrated in the attached proposal.

CrowderGulf is a national full-service debris management firm with over fifty-two (52) years' experience in helping communities recover from disasters. Having managed successful debris clean-up operations in fifteen (15) states, including Texas, we have developed one of the most capable recovery management teams in the Country. Our disaster experience includes the completion of **over five hundred (500) disaster recovery projects** and success in removing, reducing and disposing of **over four hundred (400) million cubic yards of debris** and is testament to our ability to meet the scope of work established by the GLO.

Since 2003, our work has included removing disaster-related debris from waterways and beaches throughout the United States. CrowderGulf has worked most recently with the GLO removing and disposing of approximately 12,000 Cubic Yards of Debris after Hurricane Hanna in 2020. In addition, our team worked with the GLOF on a lump sum debris removal project after Hurricanes Laura and Beta.

CrowderGulf has prepared a lump sum quote for the GLOF, per the RFP Requirements.

• Lump Sum: \$985,000.00

ahley Kamoay-Maile

As the President of CrowderGulf, I attest that this proposal is presented in fairness and in good faith without collusion or fraud and I, Ashley Ramsay-Naile, have the authority to bind CrowderGulf in all transactions relative to the award of **RFP NO. 4062-SV**. In addition, Reid Loper, Vice President, also has the authority to bind the company. We look forward to again working with the Texas General Land Office and hope that our Team can once again assist the GLO in their cleanup efforts.

Best Regards,

Ashley Ramsay-Naile

President

jramsay@crowdergulf.com / knoll@crowdergulf.com

Technical Proposal / Work Plan

CrowderGulf Beach Debris Removal and Disposal Site Plan

CrowderGulf's Operations Plan for removal of beach / marine 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 hours</u>, after a Notice to Proceed (NTP) or work order.

A. Work Plan

Based upon the information in the RFP, we will handle each type of debris in the following ways: CrowderGulf will remove all identified debris located within Galveston County by utilizing specialized beach going equipment. It will be important to utilize as many public/beach accesses as possible for removal. Therefore, CrowderGulf plans to use various access points throughout the County. This will decrease the travel distance the debris is hauled on the beach, thus maximizing efficiency and public safety. It will be critical to have approved use of the beach access points, much like what was done after previous beach cleanup operations that CrowderGulf performed for the GLO.

After mobilization, the beach debris will be collected and hauled to the various access points. It will be staged at the access points and loaded into debris trucks for transportation to a final disposal location. We have identified Waste Management Chambers County Solid Waste (Chambers County) as the best option for final disposal. Upon completion, CrowderGulf will ensure access points are free of debris and returned to their pre-existing conditions. Any additional debris the GLO would like removed in addition to the identified items will need to be communicated to CrowderGulf, before an areas is cleared/completed.

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. CrowderGulf's normal operating procedures include an early assessment of debris locations assigned for removal.

All pre-planning 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.

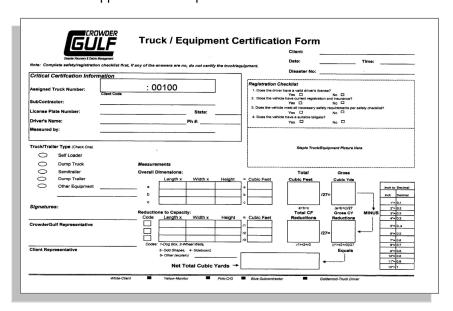
Potential Final Disposal Locations

Chambers County Solid Waste 7501 Highway 65 Anahuac, TX 77514

CrowderGulf has an account already established with the above landfill and can begin hauling debris here immediately.

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.



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.

Recent Beach Debris Removal Project with GLO:

➤ Texas GLO 2020 Hurricane Hanna – Beach Debris, Marine Debris and Vessel Removal Services

Client

Prime Contractor

Texas General Land Office (GLO)

CrowderGulf, LLC

Project Scope and Objectives

CrowderGulf has standing contract for Post Storm Marine Debris Removal with the Texas General Land Office. This contract was activated following Hurricane Hanna to address storm debris located on the beaches in Nueces County. CrowderGulf removed the following debris:

- Roughly 120,000 square feet of parking lot and 5,555 cubic yards of materials to be removed.
- Up to fifty (50) picnic table/cabanas that consist of all treated wood materials.
- 1,200' of old 4' pipeline
- Large chunks of debris scattered along 6.5 miles of beach

Location

Nueces County, TX Padre Balli County Park, South of Padre Island National Seashore (PINS)

Time Frame

September 2, 2020-September 24, 2020

Funding Source

Texas GLO and FEMA

Contract Number

RFP X0022780-SK / Contract 17-321

Cost

\$826,235

Project Status

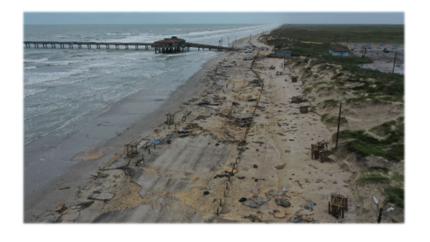
Complete

Key Personnel

Clayton Young, Regional Manager Barry Lund, Project Manager

Client Reference

Shelia Kirk, TX GLO 512-463-5186 Shelia.Kirk@GLO.Texas.Gov



> Texas GLO 2020 Hurricane Laura & Tropical Storm Beta Beach Debris Removal

Client

Prime Contractor

Texas General Land Office (GLO)

CrowderGulf, LLC

Project Scope and Objectives

CrowderGulf has standing contract for Post Storm Marine Debris Removal with the Texas General Land Office. This contract was activated following Hurricane Laura and Tropical Storm Beta in order to remove beach debris located within Brazoria and Galveston Counties. The total volume of debris removed was 590 CY, however it was spread out and was collected as identified by GLO personnel. Additionally, CrowderGulf removed an abandoned vehicle located within the surf.

Location

Galveston and Brazoria Counties

Time Frame

March 8, 2021-March 19, 201

Funding Source

Texas GLO and FEMA

Contract Number

RFP X0023600-KL / Contract 17-321

Cost

\$189,106

Project Status

Complete

Key Personnel

Clayton Young, Regional Manager Barry Lund, Project Manager

Client Reference

Kimberly LaPointe, TX GLO 800-998-4456 or 512-936-6265 Kimberly.Lapointe@GLO.Texas.Gov



Attachment B GLO Contract No. 21-024-007 Work Order No. E903 2 pages plus certificate

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."

<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.

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.

<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

Attachment B GLO Contract No. 21-024-007 Work Order No. E903 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
STATUTORY WORKERS' COMPENSATION & EMPLOYERS LIABILITY
- \$1 MILLION EACH ACCIDENT
- \$1 MILLION DISEASE EACH EMPLOYEE
- \$1 MILLION DISEASE POLICY LIMIT
STATUTORY U.S. LONGSHORE AND HARBOR WORKERS' 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 insurance@GLO.TEXAS.GOV
- (b) prominently display "GLO Contract No. 21-024-007 and Work Order No. E903." 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

ACORD

Contract No. ******

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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).

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ANY PROPRIETOR/PARTNER/EXECUTIVE		N/A	_			E.L. EACH ACCIDENT	\$	
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-					88-2010 AC	ORD CORPORATION.	All righ	ts reserved



AMENDMENT NO. 1 TO WORK ORDER NO. E903 UNDER GLO CONTRACT NO. 21-024-007

THE GENERAL LAND OFFICE (the "GLO") and **CROWDERGULF, LLC** ("Provider"), each a "Party" and collectively "the Parties" to Work Order No. E903 (the "Work Order") under GLO Contract No. 21-024-007 (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 **March 31, 2025**.
- 2. This Amendment shall be effective upon the date of the last signature.
- 3. The terms and conditions of the Work Order and Contract not amended herein shall remain in force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO WORK ORDER NO. E903 UNDER GLO CONTRACT NO. 21-024-007

GENERAL LAND OFFICE

CROWDERGULF, LLC

Title: President

Name: Ramsay-Naile

Date of execution: $\frac{1/22/2025}{}$

Jennye	i y jones								
Jennifer G. Jones									
Chief Clerk and Deputy Land Commissioner									
Date of execution: $\frac{1/23/2025}{}$									
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PM	, ps								
DD	74								
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DGC	MB								
GC	JG JG								



AMENDMENT NO. 2 TO WORK ORDER NO. E903 UNDER GLO CONTRACT NO. 21-024-007

THE GENERAL LAND OFFICE (the "GLO") and **CROWDERGULF, LLC** ("Provider"), each a "Party" and collectively "the Parties" to Work Order No. E903 (the "Work Order") under GLO Contract No. 21-024-007(the "Contract"), desire to amend the Work Order.

WHEREAS, the Parties desire to amend and supplement the Attachment A; and Now, THEREFORE, the Parties hereby agree as follows:

- 1. The Work Order is amended by adding funding in the amount of \$580,000.00 for a total amount not to exceed \$1,565,000.00 for the duration of this Work Order.
- 2. **ATTACHMENT A** to the Work Order, **Provider's Proposal and Budget**, is amended and supplemented by adding the **Provider's Supplemental Proposal and Budget**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT A-1**.
- 3. This Amendment shall be effective upon the date of the last signature.
- 4. The terms and conditions of the Work Order and Contract not amended herein shall remain in force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 2 TO WORK ORDER NO. E903 UNDER GLO CONTRACT NO. 21-024-007

GENERAL LAND OFFICE

CROWDERGULF, LLC

Jennifer G Jones E70CDF09B56540E Jennifer G. Jones	Signed by:
Chief Clerk and Deputy Land Commissioner	Title: President
Date of execution: 2/17/2025	Date of execution: 2/17/2025

DCC

ATTACHED TO THIS AMENDMENT:

ATTACHMENT A-1 - PROVIDER'S SUPPLEMENTAL PROPOSAL AND BUDGET



ADMINISTRATIVE OFFICE 5629 Commerce Blvd East Mobile, AL 36619

OFFICE: 800-992-6207 FAX: 251-459-7433

Rene Garcia Texas GLO rene.garcia@glo.texas.gov February 1, 2025

RE: Rollover Pass Additional Work Quote

Mr. Garcia,

Please accept the following lump sum quote for additional work required at Rollover Pass.

Remove all concrete and rebar at the Brizo Construction pier project. Located within the Gulf and along the shoreline. The lump sum price below includes disposal cost.

Lump Sum Quote: \$580,000.00 (Five Hundred Eighty Thousand Dollars)

Best Regards,

Reid Loper

Senior Vice President CrowderGulf, LLC.

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