



**WORK ORDER NO. E517
UNDER GLO CONTRACT NO. 22-004-001**

Pursuant to **GLO CONTRACT NO. 22-004-001** (“Contract”) between the **GENERAL LAND OFFICE** (“the GLO”) and **AECOM TECHNICAL SERVICES, INC.** (“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. E517** (“Work Order”).

I. PROJECT DESCRIPTION

- a) Provider shall perform, or cause to be performed, engineering services for permitting, design, and construction assistance under CEPPA project number 1673 (“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 **\$209,491.50**.
- 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. E517 under GLO Contract No. 22-004-001."**

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 August 31, 2026 ("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. E517
UNDER GLO CONTRACT NO. 22-004-001**

GENERAL LAND OFFICE

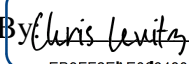
AECOM TECHNICAL SERVICES, INC.

DocuSigned by:


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Mark A. Havens, Chief Clerk

DocuSigned by:



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Name: Chris Levitz

Title: Coastal Resilience Practice Lead

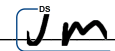
Date of execution: 2/22/2024


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
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
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ATTACHMENTS TO THIS WORK ORDER:

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

ATTACHMENTS FOLLOW

AECOM
19219 Katy Freeway
Suite 100
Houston, Texas 77094
www.aecom.com

281 646 2400 tel
281 646 2401 fax

January 31, 2024

Ms. Kelly Brooks
Texas General Land Office
CEPRA Project Manager
Coastal Resources

Subject: Revised Proposal for Professional Engineering Services Provider for Final Permitting Coordination, 100% Design, and Construction Phase Assistance, CEPRA Project No. 1673 Laguna Vista Spoil Island Shoreline Protection Phase 2

Dear Ms. Brooks

AECOM is pleased to submit the following revised scope and budget to provide professional engineering services to the Texas General Land Office (GLO) for final permitting coordination, 100% design, and construction phase assistance for CEPRA Project No. 1673, Laguna Vista Spoil Island Shoreline Protection Phase 2 (Project).

The following scope of services is to assist the GLO the in final permitting, design, and procurement phases for the construction of shoreline protection along approximately 3,050 feet of shoreline at the 10-acre Laguna Vista Spoil Island, near Laguna Vista, Texas. Project partners include the GLO, the United States Fish and Wildlife Service (USFWS), and Audubon Texas. The scope of work is based on the following activities (**Attachment A**):

- **Task 1: Permitting Coordination** – Preparing a mitigation plan for submerged aquatic vegetation (SAV) and supporting follow on coordination for additional data requests for the individual permit application (originally submitted in October 2020) with relevant agencies, most notably the U.S. Army Corps of Engineers (USACE).
- **Task 2: 100% Design** – Preparing a 100% design submittal, including issued for bid and issued for construction engineering plans, technical specifications, and probable cost estimates.
- **Task 3: Bidding and Procurement** – Providing support during the construction proposal phase such as facilitating the pre-proposal conference, responding to technical questions, and reviewing proposals, as requested by GLO.
- **Task 4: Construction Oversight** – Overseeing construction phase activities to review the quality of construction and the Contractor's compliance with the Contract Documents.

Fee Estimate for Services

AECOM proposes to perform the scope of work described herein on a time and materials basis. The following summarizes the fees for the staff that will work on this project. A fee estimate for services has been included as **Attachment B**.

| | |
|-----------------------------------|---------------------|
| • Task 1: Permitting Coordination | \$46,840.00 |
| • Task 2: 100% Design | \$22,360.00 |
| • Task 3: Bidding and Procurement | \$16,673.50 |
| • Task 4: Construction Oversight | \$123,618.00 |
| Total | \$209,491.50 |

Assumptions

- Permitting coordination assumes up to 12 months of additional coordination. Fee assumes periodic coordination calls with USACE and additional response to questions as budget allows (Task 1). Fee also assumes preparing a compensatory mitigation plan for SAV impacts.
- Data collection was completed in Phase 1. A new data collection task is not included to support final design. The selected construction contractor will be responsible for obtaining pre-construction conditions surveys.
- Proposed costs assume a pre-construction meeting will be attended by up to three AECOM employees at a site near the project location (Task 3).
- Proposed costs assume up to 10 construction inspections for up to two AECOM employees each. Proposed costs assume one pre-construction and one post-construction site visit for up to four AECOM employees, for a total of 12 site visits (Task 4).
- Post-construction monitoring in support of a mitigation plan is not included and would be provided for under a separate Work Order at a later date.

Work on Phase 2 of the Laguna Vista Spoil Island Shoreline Protection Project will be completed in accordance with the scope, schedule and budget provided in this proposal (Attachments A and B), as well as mutually agreed upon contract terms. Please review and, if you have any questions regarding this proposal, please contact me, Taylor Squires, at (248) 909-0063 at your earliest convenience.

AECOM also looks forward to the opportunity to assist on future coastal restoration projects for the Texas General Land Office.

Sincerely,



Chris Levitz, PE
 Coastal and Resilience Manager – Gulf
 Chris.Levitz@aecom.com



Taylor Squires, PE
 Project Manager
 Taylor.Squires@aecom.com

ATTACHMENT A

Task 1: Permitting Coordination

AECOM will continue coordination for the U.S. Army Corps of Engineers (USACE) permit, originally submitted in October 2020, including, but not limited to, replying to data requests from USACE for agency coordination and facilitating periodic coordination calls with USACE or partner agencies. As necessary, AECOM will develop responses to questions if they are required by USACE for permitting as resources are available. On January 16, 2024, USACE requested a compensatory mitigation and monitoring plan be developed for impacts to SAV. This task will also include developing a plan within 60 days of Notice to Proceed, in coordination with GLO and USACE on a revised required submittal date, and follow-on coordination with USACE and other resource agencies to obtain concurrence on the plan.

Task 2: 100% Design

AECOM will prepare a 100% design submittal for review by all project partners within 60 days of receiving an approved permit. The design submittal shall contain engineering plans, technical specifications, and an estimate of probable construction costs. The last construction cost estimate was completed in August 2022 and may require considerable revisions given recent volatility of construction material unit costs, contractor and equipment availability, and labor rates. This task will include incorporating one round of comments on the design submittal from the GLO and project partners and resubmitting within 14 days of receipt of the comments.

This design submittal shall serve as the development of the final construction competitive sealed proposal solicitation package, to include construction Contract Documents per GLO Standards. This design will not be completed until the USACE permit is authorized to allow for incorporation of any changes or comments resulting from the permitting process. The Plans and Technical Specifications issued for bid will be signed and sealed by a licensed registered professional engineer in the State of Texas. Following project bidding and procurement (see Task 3), AECOM will issue for construction a similarly signed and sealed set of Plans and Technical Specifications.

A design review meeting with all project partners will be held virtually along with the design submittal, if requested. AECOM will prepare minutes of meetings that occur with the project partners. AECOM will provide, at minimum, one full electronic set of Plans and Specifications for review during the design submittal. No hard copy submittals will be provided.

Task 3: Bidding and Procurement

AECOM will provide support during the construction solicitation proposal phase including assistance facilitating a pre-proposal conference, responding to contractor technical questions, and preparing addenda (if required). Bidding and procurement activities are not to exceed 6 months. Up to three AECOM project team members will travel to and from an agreed upon location near the project site to attend the pre-proposal conference. Upon receipt of construction proposals, AECOM will assist the GLO in reviewing and evaluating the proposals for technical completeness and adequacy and in making a recommendation for award, as needed. Proposals shall be reviewed to determine that the proposals are qualified and for requirements addressed in the Request for Proposals, including the following:

- Respondent Qualifications
- Obvious schedule discrepancies
- Any conditions/clarification/omissions by the respondent

Task 4: Construction Oversight

AECOM will assist the GLO with preparing a Notice to Proceed (NTP) and transmitting necessary documents needed by the Contractor to commence mobilization. This could include items such as final copies of plans and specifications and other supporting design documents and files as requested and approved by the GLO. AECOM will participate in a pre-construction conference, a pre- and post-

construction site visit with the Contractor, and weekly site visits/construction progress meetings for the duration of construction (estimated at up to twelve [12] site visits total). AECOM will:

- Assist the GLO in conducting the pre-construction conference and routine construction progress meetings. AECOM will prepare and distribute records of the meetings.
- Receive, track, coordinate, and respond to Contractor submittals required by the Contract Documents.
- Perform inspections on a once-a-week basis thereafter of the construction site, or less frequently if needed, including observing and reporting on field compliance with Contract Documents and environmental requirements. Inspections will include a minimum of one engineer or and one additional staff for field support.
- Verify the stone specifications and quantities delivered to site.
- Review Contractor daily progress diary to record work performed. Daily construction activities and significant job events will be summarized in a weekly report to the GLO.
- Prepare and distribute, as required, weekly status reports to include budget information, current estimates of Construction Cost and schedule, obligations and action items required, status of change orders, anticipated change orders, expenditures and estimated cost at completion, Contractor payment reports, and other information necessary to define the status of work.
- Verify the Contractor's pay requests and make recommendations to the GLO regarding payment of periodic and final requests for payment.
- Discuss design clarifications and recommendations with the GLO to resolve field issues relating to the construction. Evaluate proposals by the Contractor in response to such requests.
- Receive, track, coordinate, and respond to requests for information (RFIs) from the Contractor.
- Prepare and recommend construction contract change orders. Maintain a record of field orders, directives, time extensions, RFIs, proposals, and change orders.
- Coordinate or monitor compliance of the Contractor regarding required permits and relevant laws.
- Attend and participate with the GLO and the construction Contractor in routine meetings and inspections as set forth in the construction documents and special meetings when reasonably requested by the GLO.
- Attend a post-construction site visit and prepare Contractor punch list for final close out.
- Provide a Construction Documentation Report that collates the above after construction.

ATTACHMENT B

Laguna Vista Spoil Island Shoreline Protection Phase II

| Description | | Estimated Costs | | |
|---------------|--------------------------------|----------------------|---------------------|----------------------|
| | | Labor | Expenses | Total |
| Task 1 | Permitting Coordination | \$ 46,840.00 | \$ - | \$ 46,840.00 |
| Task 2 | 100% Design | \$ 22,360.00 | \$ - | \$ 22,360.00 |
| Task 3 | Bidding and Procurement | \$ 14,380.00 | \$ 2,293.50 | \$ 16,673.50 |
| Task 4 | Construction Oversight | \$ 102,560.00 | \$ 21,058.00 | \$ 123,618.00 |
| Totals | | \$ 186,140.00 | \$ 23,351.50 | \$ 209,491.50 |

Laguna Vista Spoil Island Shoreline Protection Phase II

| | | Task 1 | | Task 2 | | Task 3 | | Task 4 | | Totals | |
|-----------------------------|-------------|-------------------------|--------------|-------------|--------------|-------------------------|--------------|------------------------|---------------|--------|---------------|
| | | Permitting Coordination | | 100% Design | | Bidding and Procurement | | Construction Oversight | | | |
| Position/Classification | Loaded Rate | Hours | (\$) | Hours | (\$) | Hours | (\$) | Hours | (\$) | Hours | (\$) |
| Project Manager | \$ 165 | 40 | \$ 6,600.00 | 20 | \$ 3,300.00 | 24 | \$ 3,960.00 | 240 | \$ 39,600.00 | 324 | \$ 53,460.00 |
| Senior Engineer | \$ 195 | 16 | \$ 3,120.00 | 8 | \$ 1,560.00 | 4 | \$ 780.00 | 44 | \$ 8,580.00 | 72 | \$ 14,040.00 |
| Engineer II | \$ 140 | - | \$ - | 4 | \$ 560.00 | - | \$ - | 4 | \$ 560.00 | 8 | \$ 1,120.00 |
| Engineer I | \$ 120 | - | \$ - | - | \$ - | - | \$ - | 4 | \$ 480.00 | 4 | \$ 480.00 |
| EIT | \$ 105 | 8 | \$ 840.00 | 88 | \$ 9,240.00 | 32 | \$ 3,360.00 | 280 | \$ 29,400.00 | 408 | \$ 42,840.00 |
| Engineering Tech | \$ 90 | 12 | \$ 1,080.00 | - | \$ - | - | \$ - | - | \$ - | 12 | \$ 1,080.00 |
| Senior Scientist / Planner | \$ 195 | 48 | \$ 9,360.00 | 4 | \$ 780.00 | 4 | \$ 780.00 | 48 | \$ 9,360.00 | 104 | \$ 20,280.00 |
| Environmental Scientist III | \$ 145 | - | \$ - | - | \$ - | 4 | \$ 580.00 | 8 | \$ 1,160.00 | 12 | \$ 1,740.00 |
| Environmental Scientist II | \$ 125 | 132 | \$ 16,500.00 | 8 | \$ 1,000.00 | 24 | \$ 3,000.00 | 60 | \$ 7,500.00 | 224 | \$ 28,000.00 |
| Environmental Scientist I | \$ 100 | - | \$ - | - | \$ - | 4 | \$ 400.00 | - | \$ - | 4 | \$ 400.00 |
| Environmental Science Tech | \$ 85 | 40 | \$ 3,400.00 | - | \$ - | - | \$ - | - | \$ - | 40 | \$ 3,400.00 |
| Senior GIS / CADD Designer | \$ 145 | - | \$ - | 8 | \$ 1,160.00 | 8 | \$ 1,160.00 | 4 | \$ 580.00 | 20 | \$ 2,900.00 |
| GIS / CADD Tech II | \$ 100 | 40 | \$ 4,000.00 | 44 | \$ 4,400.00 | - | \$ - | 16 | \$ 1,600.00 | 100 | \$ 10,000.00 |
| GIS / CADD Tech I | \$ 90 | - | \$ - | - | \$ - | - | \$ - | 24 | \$ 2,160.00 | 24 | \$ 2,160.00 |
| Project Controls | \$ 125 | 4 | \$ 500.00 | - | \$ - | - | \$ - | 4 | \$ 500.00 | 8 | \$ 1,000.00 |
| Admin II | \$ 90 | 16 | \$ 1,440.00 | 4 | \$ 360.00 | 4 | \$ 360.00 | 12 | \$ 1,080.00 | 36 | \$ 3,240.00 |
| Totals | | 356 | \$ 46,840.00 | 188 | \$ 22,360.00 | 108 | \$ 14,380.00 | 748 | \$ 102,560.00 | 1400 | \$ 186,140.00 |

Laguna Vista Spoil Island Shoreline Protection Phase II

| Task No.: | | | Task 1 | | Task 2 | | Task 3 | | Task 4 | | Totals | |
|----------------------------|-------|------------|-------------------------|------|-------------|------|-------------------------|-------------|------------------------|--------------|--------|--------------|
| | | | Permitting Coordination | | 100% Design | | Bidding and Procurement | | Construction Oversight | | | |
| Expense Item | Units | Unit Price | Qty. | (\$) | Qty. | (\$) | Qty. | (\$) | Qty. | (\$) | Qty. | (\$) |
| Survey | I.s. | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | - | \$ - |
| Airfare | trip | \$ 325 | | \$ - | | \$ - | 3 | \$ 975.00 | | \$ - | 3 | \$ 975.00 |
| Hotel | night | \$ 130 | | \$ - | | \$ - | 3 | \$ 390.00 | 28 | \$ 3,640.00 | 31 | \$ 4,030.00 |
| Hotel - Field | night | \$ 100 | | \$ - | | \$ - | | \$ - | | \$ - | - | \$ - |
| Per Diem - Full Day | day | \$ 59 | | \$ - | | \$ - | 3 | \$ 177.00 | 56 | \$ 3,304.00 | 59 | \$ 3,481.00 |
| Per Diem - Travel Day | day | \$ 50 | | \$ - | | \$ - | 3 | \$ 150.00 | | \$ - | 3 | \$ 150.00 |
| Auto Rental (day) | day | \$ 175 | | \$ - | | \$ - | 2 | \$ 350.00 | 28 | \$ 4,900.00 | 30 | \$ 5,250.00 |
| Boat Rental (day) | day | \$ 800 | | \$ - | | \$ - | | \$ - | | \$ - | - | \$ - |
| Field Supplies | I.s. | \$ 25 | | \$ - | | \$ - | | \$ - | 6 | \$ 150.00 | 6 | \$ 150.00 |
| Copies | each | \$ 0.15 | | \$ - | | \$ - | 50 | \$ 7.50 | | \$ - | 50 | \$ 7.50 |
| Reproduction | I.s. | \$ 50 | | \$ - | | \$ - | | \$ - | | \$ - | - | \$ - |
| CADD | each | \$ 10 | | \$ - | | \$ - | 2 | \$ 20.00 | 2 | \$ 20.00 | 4 | \$ 40.00 |
| Photographs | I.s. | \$ 25 | | \$ - | | \$ - | | \$ - | | \$ - | - | \$ - |
| Digital Camera (weekly) | week | \$ 25 | | \$ - | | \$ - | | \$ - | | \$ - | - | \$ - |
| Telephone | I.s. | \$ 20 | | \$ - | | \$ - | | \$ - | | \$ - | - | \$ - |
| Telefax/per week | week | \$ 15 | | \$ - | | \$ - | | \$ - | | \$ - | - | \$ - |
| Express Delivery | I.s. | \$ 20 | | \$ - | | \$ - | | \$ - | 1 | \$ 20.00 | 1 | \$ 20.00 |
| Postage | I.s. | \$ 10 | | \$ - | | \$ - | | \$ - | | \$ - | - | \$ - |
| Computer | hour | \$ 5 | | \$ - | | \$ - | | \$ - | | \$ - | - | \$ - |
| GPS Equipment | day | \$ 100 | | \$ - | | \$ - | | \$ - | 4 | \$ 400.00 | 4 | \$ 400.00 |
| Fuel (Rent Car - \$40/day) | day | \$ 40 | - | \$ - | | \$ - | 2 | \$ 80.00 | 28 | \$ 1,120.00 | 30 | \$ 1,200.00 |
| Airport Parking (Daily) | day | \$ 24 | | \$ - | | \$ - | 6 | \$ 144.00 | | \$ - | 6 | \$ 144.00 |
| Mileage | mile | \$ 0.67 | | \$ - | | \$ - | | \$ - | 11,200 | \$ 7,504.00 | 11,200 | \$ 7,504.00 |
| Sub-Totals | | | | \$ - | | \$ - | | \$ 2,293.50 | | \$ 21,058.00 | | \$ 23,351.50 |
| 10% Markup | | | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - |
| TOTALS | | | | \$ - | | \$ - | | \$ 2,293.50 | | \$ 21,058.00 | | \$ 23,351.50 |

Task 3 includes one pre-construction conference for up to 3 employees at a site near the project location.

Task 4 includes up to 12 construction inspections for up to 2 employees each, inclusive of a pre/post construction inspection (up to 4 employees each).

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, 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. 22-004-001 and Work Order No. E517."** 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. *****

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).

| | | | | | |
|----------|----------------------------|--|-------------------------------|----------------|--------|
| PRODUCER | Required form of Insurance | | CONTACT NAME: | | |
| | | | PHONE (A/C, No, Ext): | FAX (A/C, No): | |
| INSURED | E-MAIL ADDRESS: | | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: | | | | |
| | INSURER B: | | | | |
| | INSURER C: | | | | |
| | INSURER D: | | | | |
| | INSURER E: | | | | |
| | INSURER F: | | | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|-------|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | \$ |
| | COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ |
| | CLAIMS-MADE OCCUR | | | | | | MED EXP (Any one person) | \$ |
| | | | | | | | PERSONAL & ADV INJURY | \$ |
| | | | | | | | GENERAL AGGREGATE | \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | \$ |
| | POLICY PRO-JECT LOC | | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ |
| | ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | \$ |
| | HIRED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE | \$ |
| | EXCESS LIAB | | | | | | AGGREGATE | \$ |
| | DED RETENTION \$ | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | WC STATUTORY LIMITS | OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

| | | |
|--------------------|--|--|
| CERTIFICATE HOLDER | CANCELLATION | |
| | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | |
| | AUTHORIZED REPRESENTATIVE | |