



WORK ORDER NO. D594
UNDER GLO CONTRACT NO. 22-004-014

Pursuant to **GLO CONTRACT NO. 22-004-014** ("Contract") between the **GENERAL LAND OFFICE** ("the GLO") and **HDR ENGINEERING, 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. D594 ("Work Order").

I. PROJECT DESCRIPTION

- a) Provider shall perform, or cause to be performed, engineering services for the Swan Lake Marsh restoration project ("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 **\$329,194.00**.
- b) The GLO will not reimburse Provider for travel expenses of any kind without prior written GLO approval. The GLO will only reimburse travel expenses directly attributable to Provider's performance of this Work Order at the rates established or adopted by the Comptroller of the State of Texas, as outlined in the Travel Regulations.

- c) Subject to the maximum Work Order amount authorized and upon specific, prior, written approval by the GLO, lodging, travel, and other incidental direct expenses may be reimbursed under this Work Order for professional or technical personnel who are working away from the cities in which they are permanently assigned and conducting business specifically authorized in the scope of services in the applicable Work Order.
- d) The limits for reimbursements are the rates established or adopted by the Comptroller, as outlined in the Travel Regulations. **Provider understands and acknowledges that any travel-expense reimbursement by the GLO is not a per diem. The GLO will only reimburse actual, allowable expenses in accordance with the Travel Regulations. Provider must submit itemized receipts to support any request for travel-expense reimbursement.**

V. SUBMISSION OF INVOICES

- a) Provider must submit invoices to the GLO in accordance with this Work Order and Provider's Proposal in **Attachment A**. Failure to submit invoices as instructed below may significantly delay payment under the Work Order.
- b) **Invoices must:**
 - (i) be submitted to vendorinvoices@glo.texas.gov;
 - (ii) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and
 - (iii) prominently display **"GLO Work Order No. D594 under GLO Contract No. 22-004-014"**

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, 2025 ("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. D594
UNDER GLO CONTRACT NO. 22-004-014**

GENERAL LAND OFFICE

HDR ENGINEERING, INC.

DocuSigned by:


702995437/E7497

Mark A. Havens, Chief Clerk /
Deputy Land Commissioner


Date of execution: 5/31/2023

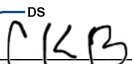
DocuSigned by:

By: 
F7150D953/E65476


Name: David Weston
Title: Vice President

Date of execution: 5/30/2023

OGC 

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ATTACHMENTS TO THIS WORK ORDER:

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

ATTACHMENTS FOLLOW



May 24, 2023

REV 2 MCN10224408

Ms. Kelly Brooks
CEPRA Project Manager
Coastal Resources
Texas General Land Office
1700 N. Congress Avenue
Austin, Texas 78701-1495

**RE: PROPOSAL TO PROVIDE PROFESSIONAL SERVICES FOR SWAN LAKE
MARSH RESTORATION PHASE II, CEPRA PROJECT NO. 1636**

Dear Ms. Brooks:

Thank you for inviting HDR to submit this proposal for professional services for the Swan Lake Marsh Restoration Phase II project (CEPRA 1636). As part of the Swan Lake Marsh Restoration Phase 1 project the Texas General Land Office (GLO) partnered with the Natural Resources Damage Assessment (NRDA) Trustees to perform an alternatives analysis and feasibility study (referred to herein as Feasibility Study) for marsh restoration options in Swan Lake. HDR provided design analysis services and worked with the project team to develop a conceptual marsh layout that mimicked the historical marsh in the area. As part of this previous effort HDR developed and compared five different construction options for the marsh. It is our understanding that GLO and project partners plan to move forward with the final design of the approximately 185-acre marsh complex using a confined discharge design and construction methodology (Alternative 1 in the Feasibility Study). The design will assume fill material for the proposed marsh will be hydraulically dredged from a borrow area in West Bay immediately east of the breakwaters at Swan Lake. Geotechnical and surveying investigations were carried out under Phase 1 of this project. HDR also understands GLO is considering utilizing dredged material from the USACE maintenance or another private dock development project for fill material.

The following proposal includes engineering design, permitting, coordination with possible alternative dredged material sources, development of a monitoring and adaptive management plan (MAMP), construction proposal/bid solicitation assistance, and a coastal boundary survey. Having performed similar services for dozens of marsh restoration projects in and around Galveston Bay and the Texas coast, and having completed the alternatives analysis for this project in Phase 1, we feel well qualified to help.

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SCOPE OF SERVICES

HDR's proposed services consist of the following overall tasks:

- Task 1 – Engineering Design and Construction Proposal Package
- Task 2 – Regulatory Submittals and Processing
- Task 3 – Coordination with Potential Alternative Sediment Sources
- Task 4 – Development of Monitoring and Adaptive Management Plan
- Task 5 – Construction Solicitation Assistance
- Task 6 – Coastal Boundary Survey

These tasks are outlined in more detail below.

Task 1: Engineering Design and Construction Proposal Package

Detailed engineering analyses will include design of the borrow area, development of marsh geometry and layout, and design and coordination of design marsh fill elevations. Marsh project constructability will also be assessed and coordinated in the development of the Construction Proposal Package. Task 1 will assume construction will be performed using the previously identified borrow area immediately east of Swan Lake. Alternative borrow sources and beneficial-use opportunities are still uncertain at the time of writing this proposal and will not be evaluated as part of this scope. Should evaluation of alternative borrow sources become needed, the additional scope and fee will be included through a work order amendment.

After receiving Notice to Proceed (NTP), HDR will participate in a virtual kickoff meeting with GLO and other members of the overall project team to review the project boundaries and finalize overall project goals. The meeting will include discussion of overall project schedule and construction budget; project layout; project design life; planting strategy; funding requirements and restrictions; review of any potential property boundary issues or avoidance areas; identification of any obvious existing features that may require special attention or protection during construction; and review of environmental restrictions and permit strategy.

During Phase 1 geotechnical field investigations and laboratory testing were performed. The results of these investigations will be used in an engineering analysis to assess containment berm design elevations and stability as well as marsh fill requirements and settlement predictions. Marsh fill calculations will be based on field investigations

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performed specifically in the borrow area east of Swan Lake. The specific evaluations to be performed are:

- Evaluate earthen containment dike design using up to two design soil profiles with varying bottom (up to two) and crest elevations (up to two) by completing the following:
 - Stability analyses to evaluate the geometry required for stable dike configuration (construction elevation, side slopes, and crown width)
 - Bearing capacity evaluations
 - Settlement analyses for dike fill consolidation during construction.
- Provide estimated settlement of the subsurface material due to construction of the earthen containment dikes. This will include immediate and long-term settlement due to elastic compression and subsurface soil consolidation.
- Provide recommendations related to setup time required for the newly placed material before dredged fill slurry is placed in containment area, cut-to-fill ratio for construction, and construction sequencing.
- Evaluate long-term settlement of the marsh creation fill areas using the USACE program Primary Consolidation, Secondary Compression, and Desiccation of Dredged Fill (PSDDF) for up to two marsh creation design profiles.
- Provide marsh creation settlement curves over the 20-year project life for up to two marsh creation design profiles to capture a range of initial fill slurry heights for two mudline elevations per profile.

The geotechnical analyses will be documented in a report including field and laboratory testing results, boring logs (with elevations referenced to NAVD88), and engineering evaluations and recommendations based on site conditions, testing data, and survey information.

Numerical modeling of tidal currents within Swan Lake was performed in the Feasibility Study and will be updated based on the final marsh layout. The numerical modeling will be used to assess whether the proposed marsh features will increase current speeds in constricted flow pathways created by the marsh, and whether the increased current speeds will require any form of mitigation to reduce scour on the containment berms. The modeling effort will focus on application to the marsh containment design will not be exhaustive nor calibrated; results will primarily be evaluated qualitatively. A brief memorandum documenting the numerical modeling and results will be submitted to GLO.

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In addition to detailed design, Task 1 includes preparation of a Proposal Package for soliciting competitive sealed proposals from prospective construction contractors and to serve as Contract Documents during project construction. Preparation of the Proposal Package will consist of the following sub-tasks:

- Prepare general and technical specifications (including Special Conditions coordinated with GLO's Division 00 specifications and the overall technical requirements of the project).
- Prepare the Contractor's Proposal Form.
- Assist GLO in preparing a brief Scope of Work statement and Executive Summary outlining the goals and scope of the Project for inclusion in the GLO's Request for Proposals ("RFP") document.
- Combine the construction drawings, technical specifications, and supporting appendices (including USACE permit and geotechnical analyses) with the Contractor's Proposal Form and other standard GLO front-end documents to serve as the overall Proposal Package. GLO will prepare and provide the formal RFP, Uniform General Conditions, and HUB proposal package.
- Submit a 30% design project layout exhibit and typical sections exhibit for review.
- Submit 70% and 100% Proposal Packages to GLO for interim and final review, and then prepare the final package signed and sealed by a professional engineer.
- With the 30% layout and each (70%, 100%, and Final) Proposal Package submittal, HDR will provide an opinion of probable construction cost (OPCC) that reflects the scope of construction. Developing the OPCC will include researching current market conditions for the anticipated methods and timing of construction, and coordination with GLO on project budget.

Note that the 100% Proposal Package submittal will serve as a final review package; it will not be signed and sealed by a professional engineer until after final review comments have been incorporated. HDR will coordinate with GLO during the various review stages and provide clarifications as required. HDR will incorporate GLO review comments prior to issuing the final signed/sealed proposal package for solicitation and procurement.

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HDR will also schedule and participate in project design review meetings after submitting the 30% design and 70% designs. HDR is proposing for one of these meetings to be held in person either in Austin or the Houston/Galveston area, and one of the meetings to be held virtually. The meetings will serve as opportunities to discuss the design and project challenges. HDR will develop agendas and meeting notes for each of the meetings.

Project management activities are built into this task. HDR will develop a project schedule outlining the approximate timeframe for major project tasks and milestones including fieldwork, engineering/design, permitting, development of the construction proposal package, and proposal solicitation. This schedule will be maintained and updated by HDR throughout the life of the project. HDR will also develop an internal Project Management Plan (PMP) that identifies key deliverables, when they are due, and associated staff responsible for quality control reviews prior to deliverables being submitted to GLO. The PMP will include a job safety plan describing the safety protocols to be followed prior to, during, and after HDR's fieldwork and site visits. HDR will also coordinate with GLO weekly with updates on schedule and project needs.

Task 1 Schedule:

HDR will endeavor to complete all of Task 1 except the Final Proposal Package and OPCC within one hundred twenty (120) calendar days from NTP. Completion of the Final Proposal Package will wait until issuance of the USACE Permit which is expected to take longer (see Task 2). HDR will take measures to help prevent delays and regularly keep GLO informed on the progress of the work.

Task 1 Deliverables:

1. Memorandum documenting tidal currents numerical modeling results (PDF format)
2. Geotechnical Report (PDF)
3. 30% Design Layout and Typical Sections Exhibits (PDF format)
4. 70%, 100%, and Final Proposal Package (PDF format)
5. 30%, 70%, 100%, and Final Opinion of Probable Construction Cost (PDF format)
6. Meeting agendas and meeting notes for two design review and one kickoff meeting (PDF format)

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Task 2: Regulatory Submittals and Processing

For this scope of work HDR has assumed that a USACE Section 10/404 Individual Permit will be required. HDR will develop application forms, reports, and drawing exhibits for the project design. Upon review by GLO, the permit application package will be submitted to USACE for processing. HDR will serve as “authorized agent” for GLO, track processing of the application by USACE, and respond to requests for additional information from USACE and/or resource protection agencies. This task includes development of a Biological Assessment and Essential Fish Habitat Assessment for formal Section 7 Consultation during the permitting process. This task does not include a mitigation plan because it is assumed based on the location and nature of the project that a mitigation plan will not be required. Coordination with the State Historical Preservation Officer during the previous phase indicated a historical and cultural site survey was not needed for this site and it is therefore not included in this scope. This scope does include responding to one USACE information request and public/agency comments received during one public notice. This task also includes time for HDR’s staff to communicate regularly with USACE and other agency staff to track the progress of the permit review for up to 12 months after the public notice ends. No site surveys for environmental resources are included in this scope because the information gathered during the Feasibility Study will be used. If additional site visits are requested by GLO or the regulatory agencies, they will be conducted under a separate scope and fee. The timing and outcome of the permitting process is highly dependent on the availability and responsiveness of USACE and the resource agencies. Both GLO and HDR agree that the permits may ultimately not be issued, and GLO agrees to pay HDR for applicable services provided regardless of the permitting outcome.

HDR will endeavor to incorporate potential alternative borrow sources into the permit application. This will be dependent on availability of the necessary site information.

Permitting will be limited to a USACE Section 10/404 permit (IP). HDR will coordinate with TCEQ for the Section 401 Water Quality applications if needed. HDR will also prepare a U.S. Coast Guard Aids to Navigation application for GLO, if determined to be needed during the design process. It is our understanding that GLO will pursue a GLO Landuse Lease. A Notice to Mariners (USCG) will be required by the construction contractor at the time of project construction. A TPWD Sand, Gravel, & Marl Permit, USACE Operations Section 408, or USACE Real Estate Agreement is not anticipated or included in this scope.

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Task 2 Schedule

HDR will endeavor to submit the permit application within ninety (90) calendar days from the NTP. Timing of the permit application may be affected by waiting for additional information from possible alternative borrow sources. HDR will consult with GLO to help make decisions regarding timing and schedule repercussions if waiting for additional information.

Task 2 Deliverables

1. Draft and final electronic copies of each permit application package (PDF Format).

Task 3: Coordination with Potential Alternative Sediment Sources

HDR understands there is potential that USACE or a private developer in the Port of Texas City may be interested in partnering to beneficially use dredge material for the construction of the marsh in Swan Lake. At the time of writing this proposal the details and feasibility of these options are not known. In Task 3 HDR will assist GLO in coordinating with these two entities to better understand geotechnical properties of the material to be dredged, schedule for dredging, and permitting needs for beneficially using the material. Because the scope of this Task is uncertain HDR is allocating a total of 80 hours of staff time. HDR will communicate with GLO during the process to better gauge what may be required depending on the details as they become available.

HDR is also allocating a total of 30 hours for updates to the project Drawings if one of these material sources is determined feasible and chosen to be included in the project.

Depending on the information available and provided by USACE and the private developer, HDR may recommend additional geotechnical investigations and analysis to better design marsh fill elevations and understand expected marsh settlement rates. Geotechnical investigations or analysis for borrow sources other than the borrow area previously identified to the east of Swan Lake are not included in this proposal and would need to be added through an amendment if needed.

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Task 3 Schedule:

HDR will endeavor to complete Task 3 within 120 days after NTP but schedule will depend on contacts for the dredging projects. HDR will take measures to help prevent delays and regularly keep GLO informed on the progress of the work.

Task 3 Deliverables:

1. Meeting minutes as applicable in PDF format.

Task 4: Development of Monitoring and Adaptive Management Plan

HDR's services in Task 4 will include developing a MAMP to document the planned monitoring activities for the project. The intent of the MAMP will be to provide details of the specific monitoring (e.g. surveying type, frequency, and resolution) and success metrics recommended and planned for the project. The report will be provided in draft format. Upon receipt of GLO's comments the report will be finalized.

Task 4 Schedule:

HDR will endeavor to complete Task 4 within one hundred eighty (180) calendar days from the Notice to Proceed.

Task 4 Deliverables:

1. Draft and final Monitoring and Adaptive Management Plan (PDF format)

Task 5: Construction Solicitation Assistance

This task includes supporting GLO during the solicitation/award (for construction) phase of the project. GLO will distribute procurement packages (construction documents) to prospective contractors, coordinate with commercial plan rooms, and administer HUB subcontracting requirements for the project. In the event hard copies are required, HDR will produce and distribute hard copies of the procurement packages to prospective contractors for a set deposit amount. HDR's services under this task include the following:

Pre-Proposal Conference in Galveston or Dickinson

Participate in a pre-proposal conference with prospective construction contractors and GLO staff. HDR will prepare a technical agenda for insertion into the overall meeting agenda by GLO, facilitate technical discussion, and provide meeting notes to GLO. GLO will incorporate HDR's meeting notes into the overall meeting minutes.

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Prepare Addenda and Respond to Questions

Support the GLO solicitation process and assist with the issuance of addenda to answer technical questions from prospective contractors regarding the Procurement Package, if any.

Assist with Proposal Review/Award Recommendation

Assistance will be provided to GLO in awarding a contract by participating in the Proposal Evaluation Committee to evaluate the proposals received. It is assumed that one representative from HDR will assist the GLO with the proposal evaluation. It is understood that a signed "Statement of Nondisclosure" form will be necessary from HDR staff who review proposals. This task does not include checking the contractor's references or providing an award recommendation letter.

Task 5 Schedule:

HDR will endeavor to complete Task 5 within the timeline dictated by GLO's solicitation process for construction proposals. HDR will take measures to help prevent delays and regularly keep GLO informed on the progress of the work.

Task 5 Deliverables:

1. Technical agenda and PowerPoint presentation for Pre-Proposal Conference
2. Notes from Pre-Proposal Conference
3. Addenda, if required

Task 6: Coastal Boundary Survey

The Coastal Boundary Survey (CBS) along the shoreline of Swan Lake will consist of research and consultation with GLO prior to fieldwork. Prior to fieldwork our team will establish temporary tide gauges as needed; execute field survey for delineation of the Coastal Boundary; and develop a plot and report to submit to GLO for approval. GLO will file the CBS with the State of Texas and Galveston County.

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Task 6 Schedule:

HDR will endeavor to complete the survey and submit draft drawings and report to GLO Survey Division within 60 days from the receipt of written authorization. It is HDR's understanding that GLO does not intend to initiate Task 6 immediately upon NTP. Final acceptance of the Coastal Boundary Survey and filing the county will be dependent on GLO review time. HDR will take measures to help prevent delays and regularly keep GLO informed on the progress of the work.

Task 6 Deliverables:

1. GLO Project Manager will be copied on surveyor correspondence with, and drawing submittal to, GLO Surveying Services Division regarding the CBS.

ASSUMPTIONS AND LIMITATIONS

- HDR performed analytical testing for contaminants in Swan Lake and the proposed borrow area during the Feasibility Study. The results showed no areas of concern. No additional contaminants testing is included in this proposal. If new sources of material are identified that need to be tested it will be conducted under a separate scope and fee.
- HDR performed a habitat assessment during the Feasibility Study. No additional habitat assessments or field work are included in this proposal.
- Wave numerical modeling is not included in this proposal.
- The hydrodynamic numerical model developed during the Feasibility Study for tidal current modeling will be updated. A new standalone model will not be developed.

FEE

HDR proposes to provide these services on a time and materials basis for a total not-to-exceed (NTE) amount of **\$329,194.00**. A summary of the estimated amount for each major task is listed below. All services and billing will be performed in accordance with the provisions of Professional Services Contract 22-004-014 between GLO and HDR.

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Task	Approximate Amount per Task
Task 1 – Engineering Design and Construction Proposal Package	\$203,854
Task 2 – Regulatory Submittals and Processing	\$62,212
Task 3 – Coordination with Potential Alternative Sediment Sources	\$21,584
Task 4 – Development of Monitoring and Adaptive Management Plan	\$9,192
Task 5 – Construction Solicitation Assistance	\$12,368
Task 6 – Coastal Boundary Survey	\$19,984
TOTAL (NTE):	\$329,194

Sincerely,

HDR ENGINEERING, INC.



Philip J. Blackmar, P.E.
Coastal Project Manager
Associate



David C. Weston
Area Manager
Vice President

Attachments:

- HDR Schedule of Rates (No. 1-23 GLO)



SCHEDULE OF RATES

No. 1-23 GLO

These rates are effective through December 2023

PROFESSIONAL STAFF HOURLY RATE

Engineer I	\$128.00
Engineer II	\$139.00
Engineer III	\$156.00
Engineer IV	\$173.00
Engineer V	\$188.00
Engineer VI	\$209.00
Engineer VII	\$232.00
Engineer VIII	\$255.00
Project Manager	\$260.00
Principal Engineer	\$275.00
Sr. Principal Engineer	\$299.00
Program Director	\$314.00
Project Biologist/GIS Specialist	\$110.00
Environmental Scientist/Ecologist	\$141.00
Regulatory Specialist/NEPA Planner	\$167.00
Sr. Environmental Biologist/NEPA Lead	\$188.00
Environmental Manager	\$213.00

PARA-PROFESSIONAL STAFF HOURLY RATE

Administrative Assistant	\$95.00
Drafter	\$98.00
Technician I	\$111.00
Technician II	\$124.00
Technician III	\$136.00
Designer Tech IV	\$149.00

EQUIPMENT/IT

GPS RTK Survey Equipment	\$270.00/Day
GPS Handheld (Sub Meter)	\$145.00/Day
Work/Tow Vehicle	\$70.00/day + IRS rate + 5%
Survey Boat	\$800.00/Day
GPS Hydrographic Survey Equip	\$270.00/Day
Acoustic Doppler Velocimeter (ADV)	\$1,070.00/Wk.
Water Level Logger	\$320.00/Wk.

EXPENSES

Reproduction	Cost
Supplies/Delivery	Cost
Subcontractors	Cost plus 10% Handling
Auto Mileage (other than rental car)	State Rate
Travel (Airfare, Rental Car, Parking, Fuel)	State Rate
Lodging/Meals	State Rate
All other expenses	Negotiated under Work Order

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1. Construction administration staff will be billed at an equivalent grade, depending on qualifications.
 2. Unlisted scientists and other non-engineer professionals will be billed at the rate of a comparable engineer grade.
 3. Overtime for para-professional and non-registered survey staff will be billed at 125% of the hourly rate and overtime will apply for hours worked in excess of 8 hours per day or 40 per week.
 4. Time spent preparing for and providing depositions or courtroom testimony will be billed at 150% of the hourly rate.

REQUIRED INSURANCE

GENERALLY. Provider shall, at its sole expense, acquire, maintain, and keep in force for the duration of this Contract, insurance in the amounts attached herein and under the requirements specified herein. Furthermore, unless specified or otherwise agreed to by the GLO, the required insurance shall be in effect prior to the commencement of work by Provider and shall continue in full force until the earlier as appropriate of (i) the expiration of this Contract; or (ii) such time as the GLO notifies Provider that such insurance is no longer required. Any insurance or self-insurance available to the GLO shall be in excess of, and non-contributing with, any insurance required from Provider. Provider's insurance policies shall apply on a primary basis. If, at any time during the Contract, an insurer or surety fails to provide insurance to Provider or otherwise fails to comply with the requirements of this Contract, Provider shall immediately notify the GLO and replace such insurance or bond with an insurer meeting such requirements. General aggregate limits of Provider's Commercial General Liability policy shall apply per project. Provider's auto insurance policy shall apply to "any auto."

Approval. Prior approval of the insurance policies by the GLO shall be a condition precedent to any payment of consideration under this Contract and insurance must be submitted for review and approval by the GLO prior to the commencement of work. Any failure of the GLO to timely approve or failure to disapprove the insurance furnished by Provider shall not relieve Provider of Provider's full responsibility to provide the insurance required by this Contract.

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

Renewal. Provider shall provide the GLO with renewal or replacement certificates no less than thirty (30) days before the expiration or replacement of the required insurance.

Additional Insured Endorsement. The GLO, its officers, employees, and authorized agents shall be named as additional insureds for all liability arising under this Contract except on Workers' Compensation and Professional Liability policies. **An original additional insured endorsement signed by an authorized insurance company representative must be submitted to the GLO to evidence the endorsement of the GLO as an additional insured on all policies, and the certificate(s) must reference the related GLO Contract Number.**

Subrogation. Each liability insurance policy, except Professional Liability, shall provide for a waiver of subrogation as to the State of Texas, the GLO, and their officers, employees, and authorized agents, and shall be issued by insurance companies authorized to do business in the State of Texas, and currently rated by A.M. Best as "A-" or better.

Policy Cancellation Endorsement. Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without 30 days' prior

written notice to the GLO, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified in this Contract. A copy of this signed endorsement must be attached to this Contract.

Alternative Insurability. Notwithstanding the requirements of this Attachment, the GLO reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies and/or bonds required. It will be Provider's responsibility to recommend to the GLO alternative methods of insuring the Contract. Any alternatives proposed by Provider should be accompanied by a detailed explanation regarding Provider's inability to obtain insurance coverage as described in this Contract. The GLO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

INSURANCE REQUIRED:

\$1 MILLION COMMERCIAL GENERAL LIABILITY (EACH OCCURRENCE)

\$2 MILLION COMMERCIAL GENERAL LIABILITY (AGGREGATE LIMIT)

\$1 MILLION CSL AUTOMOBILE INSURANCE

\$1 MILLION ERRORS AND OMISSIONS

STATUTORY WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

NOTE: Insurance certificates must be in the form approved by the Texas Attorney General, a sample of which follows this page.

Insurance Certificates must:

- (a) be submitted to insurance@GLO.TEXAS.GOV
- (b) **prominently display "GLO Contract No. 22-004-014 and Work Order No. D594."** and
- (c) Name the General Land Office as an additional insured.

Failure to submit required insurance forms as instructed may significantly delay the start of work under the Contract.

REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE



Contract No. *****

DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	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 :		

Required form of Insurance

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) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER
	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