



**WORK ORDER NO. D863**  
**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. D863** (“Work Order”).

**I. PROJECT DESCRIPTION**

- a) Provider shall perform, or cause to be performed, field investigations and preliminary design services for the West Galveston Seawall to 13-Mile Road beach nourishment project under CEPRA 1692 (“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](mailto: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 **\$836,856.00**.
- 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](mailto:vendorinvoices@glo.texas.gov);
  - (ii) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and
  - (iii) prominently display **"GLO Work Order No. D863 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, 2024 ("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. D863  
UNDER GLO CONTRACT NO. 22-004-014**

**GENERAL LAND OFFICE**

**HDR ENGINEERING, INC.**

DocuSigned by:



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Mark A. Havens, Chief Clerk /  
Deputy Land Commissioner

Date of execution: 1/17/2023

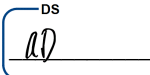
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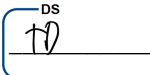


Name: David Weston

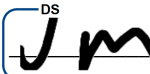
Title: Vice President

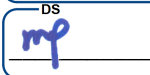
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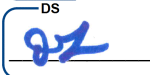
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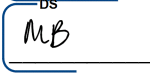
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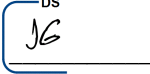
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**ATTACHMENTS TO THIS WORK ORDER:**

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

**ATTACHMENTS FOLLOW**



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Mr. Thomas Durnin  
Coastal Resources  
Texas General Land Office  
1700 N. Congress Avenue  
Austin, Texas 78701-1495

**RE: PROPOSAL TO PROVIDE PROFESSIONAL SERVICES FOR WEST GALVESTON SEAWALL TO 13-MILE ROAD BEACH NOURISHMENT ENGINEERING DESIGN PROJECT (CEPRA 1692), GALVESTON COUNTY, TEXAS**

Dear Mr. Durnin:

Thank you for inviting HDR to submit this proposal for professional engineering services for preliminary design of a beach nourishment project along the Gulf shoreline of west Galveston Island. It is our understanding that the Texas General Land Office (GLO) has entered into an agreement with the Park Board of Trustees of the City of Galveston (Park Board) to perform preliminary design of a 5.43-mile beach nourishment project. The proposed project will extend from the western edge of Dellanera RV Park to the western bollards at 13-mile Road (Figure 1). Work will include field investigations and design services for a beach nourishment project. A dune will not be included in the scope. The Park Board holds a Department of Army Permit No. SWG-2007-01025 that includes the proposed placement area as well as proposed borrow areas. No additional borrow areas will be investigated or used for the project. Having performed design and regulatory services for several beach nourishment projects on Galveston Island as well as a number of other beach nourishments and shoreline protection projects in the project vicinity, we feel we are well qualified to help.

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Figure 1. Project Area

## SCOPE OF SERVICES

To address the beach nourishment preliminary design, HDR proposes the following services:

### **Task 1: Project Initiation and Management**

Upon receipt of a Notice to Proceed from GLO, HDR will develop a project schedule outlining the approximate timeframe for major project tasks and milestones including fieldwork, engineering/design, the Coastal Boundary Survey, and development of the construction proposal package. 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. This task also covers project management including coordination with GLO and project partners, development and tracking of schedules, coordination of scope items, development of invoices, and other general administration specific to the project.

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## **Task 2: Kick-off Meeting/Data Review**

- a) ***Kick-off Meeting/Site Visit:*** Prior to commencing field data collection, HDR will participate in a kickoff/stakeholder meeting with GLO, Park Board, and other members of the project team to discuss overall project goals, project limitations and constraints, design criteria, and other project considerations. A site visit will also be performed to observe existing site conditions. The meeting and site visit will include discussion of project schedule; review of potential adjacent property issues or avoidance areas; observation of existing/exposed storm drains, ditches, or paved roads that appear to route rainwater towards the beach; identification of obvious existing structures or natural features that may require special attention or protection during construction; and review of environmental restrictions and permit considerations. It is assumed that the kickoff/stakeholder meeting will be an in-person meeting and be held at the Park Board facility.
- b) ***Gather, Compile, and Review Existing Information:*** A significant amount of field-collected data, surveys, designs, and reports have been generated during previous projects in the current project vicinity. Existing readily-available information will be compiled and reviewed for applicability to the current project, specifically with respect to recent projects, shoreline changes, borrow area evaluations, permit updates, and design. A data gap analysis will be performed and utilized to guide new field investigations, project design, and the alternatives analysis.

### **Task 2 Schedule:**

HDR will endeavor to complete the work associated with Task 1 within sixty (60) calendar days .

### **Task 2 Deliverables**

- Meeting Minutes and Site Visit Report
- Data Gap Assessment Memorandum

## **Task 3: Field Investigations**

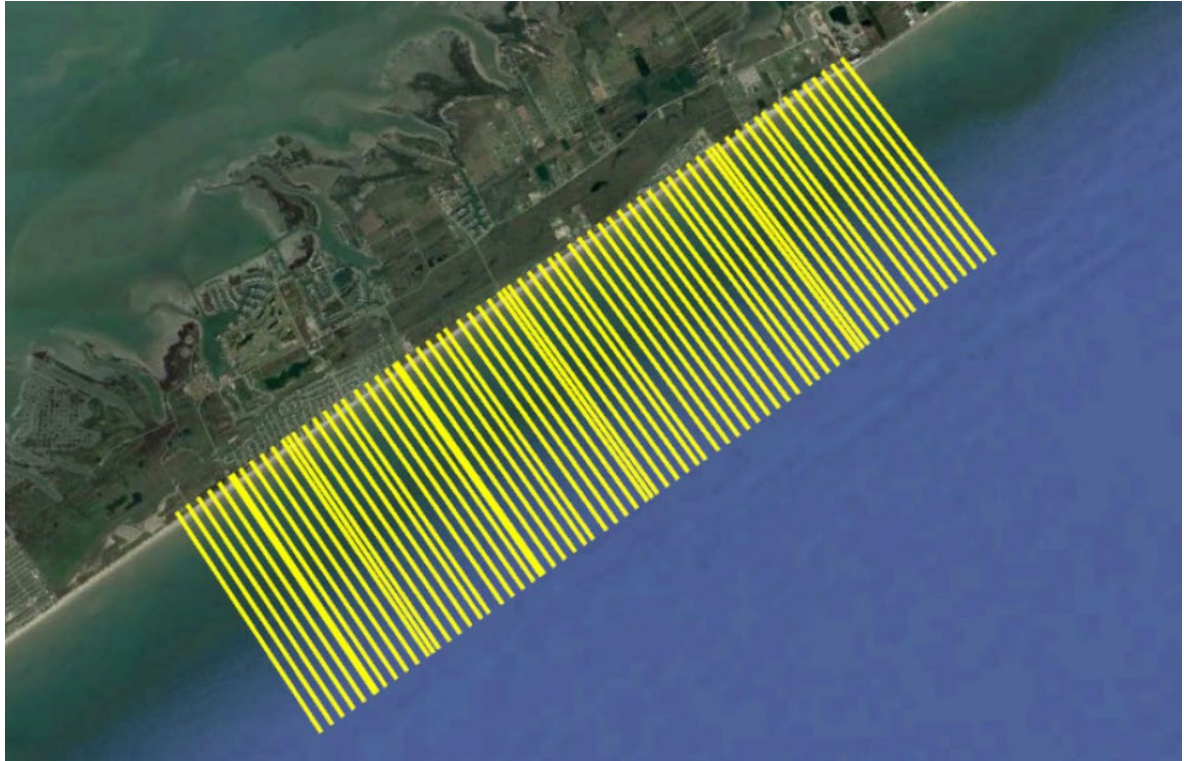
- a. **Beach Profile Surveying:** HDR Team will conduct a closure-depth beach profile survey supported by use of a sea sled, personal watercraft, and/or other suitable methods for surveying in the surf zone and deep water. The survey will extend from the western edge of the Galveston Seawall to approximately 2,000 feet beyond the



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western end of the project area at 13-mile road. The survey will include TGLO Virtual Monuments Galveston V146 through V171 as shown in Figure 2.



**Figure 2. Project and Survey Limits**

Survey transects at each Virtual Monument will extend from the waterward edge of /uplands/dunes out to a depth of 25 to 30 feet. Survey shots along each section will be taken at approximately 10 feet to 20 feet maximum spacing, although shot spacing will be less as required to delineate significant bathymetric features. Midway between each Virtual Monument, an additional beach profile will be included. Elevations will be reported with respect to the North American Vertical Datum of 1988 (NAVD88) and horizontal coordinates will be reported with respect to the North American Datum of 1983 (NAD 83). Delineation of property boundaries, rights-of-way, easements, jurisdictional, and/or regulatory boundaries will not be included in the beach profile surveys.



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- b. Coastal Boundary Survey:** A Texas State Coastal Boundary Survey will be performed along the Gulf shoreline within the project area. The survey will be performed in accordance with Section 33.136, Natural Resources Code, for the purpose of evidencing the location of the shoreline in the area depicted in this survey as the shoreline that existed before commencement of any erosion response activity. The line depicted on the survey fixes the shoreline for the purpose of locating a shoreline boundary, subject to erosion landward as approved by section 33.136. Relevant research at the GLO will be completed and an initial discussion with the survey division of the GLO will be scheduled to determine if there are any known property boundary issues at the site. An on-the-ground survey will then be completed to determine the coastal boundary. The appropriate lines will be calculated and preliminary plat and report compiled. Our surveyors will meet with the GLO as required for final submission of the plat and report.
- c. Aerial Photography:** HDR will subcontract with an aerial photography firm to obtain an ortho-rectified color aerial photograph of the project site and the immediate surrounding areas. The aerial photograph will be geo-referenced using Geographic Information Systems software. The aerial photograph will be applied to help identify and characterize adjacent existing features and will serve as a background image in the construction plans developed under Task 4.
- d. Borrow Area Surveys**

The proposed borrow areas (Borrow Area 3 and the South Jetty Borrow Area) were last surveyed over five years ago, and since that time dredging occurred in the South Jetty site (in 2017). As a result, we recommend new bathymetric surveys be performed to provide updated conditions to potential contractors, and to document any filling or sedimentation within the previously dredged area. The surveys will also document depths from the Houston Ship Channel to the borrow areas as part of equipment access and staging planning. The bathymetric surveys will be multibeam surveys performed on approximately 100 ft transects. A magnetometer and side scan survey will also be performed along these transects to help identify potential debris or obstructions that may be present in the borrow areas. No cultural resource surveying or investigations are proposed as part of this scope of work. All previously identified potential cultural anomalies and associated avoidance areas will remain within the project drawings.

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#### **e. South Jetty Borrow Area Vibracore Sampling**

HDR will coordinate with a subcontractor to perform 10 vibracores (up to 20 ft in penetration depth) within the previously dredged portion of the South Jetty Borrow Area and within areas that may require additional information based on the Data Gap Analysis described in Task 2b. Following the field sampling, cores will be split, visually described, photographed, and sub-sampled for grain size analysis. A report will be prepared that provides a narrative of the investigation documenting the techniques, equipment, methods, analyses, and summary of results. Core logs, core photographs, and the results of grain size analyses will also be included in the report. The results of sample grain size analyses will be reported in the form of summary tables and grain size curves.

#### **Task 3 Schedule:**

HDR will endeavor to complete the field work associated with Task 3 within one hundred twenty (120) calendar days from the Notice to Proceed; however, completion of this task may be dependent on factors beyond HDR's control including weather delays associated with surveying services. Completion of the Coastal Boundary Survey field work will be accomplished within this timeframe; however, acceptance of the updated Coastal Boundary Survey by GLO will be subject to review times by GLO Survey Division staff and is beyond the control of HDR.

#### **Task 3 Deliverables**

- Beach profile survey data in ASCII x,y,z format. Survey data will be incorporated into Task 4 deliverables.
- Aerial photograph (tiff or jpg format)
- Borrow area survey data and summary report. Survey data will be incorporated into Task 4 deliverables.
- Geotechnical data report including core logs, photographs, and grain size analyses.

#### **Task 4: Engineering Design**

Based on the overall project goals identified during the kickoff meeting under Task 2, HDR will develop the preliminary beach nourishment layout for the project limits described above. HDR will utilize the topographic/bathymetric survey data, magnetometer/side scan survey data, vibracores sampling, and aerial photography gathered in Task 3 above along with readily-available geotechnical data collected for GLO under previous projects. Design and analysis will include gathering and compiling readily-available metocean data, performing sediment

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compatibility analysis, updating borrow area assessments and layouts, longshore and cross-shore geomorphology assessments, plan and profile design and layout, a construction methodology assessment, and developing an opinion of probable construction cost (OPCC).

Specific sub-tasks that will be performed are described in more detail below.

- a) **Design Review/Project Coordination Meetings:** HDR will participate in up to four meetings to be held in the Galveston area or virtually to review design issues and coordinate project details with GLO and other project partners, as required. HDR will prepare agendas and handouts, facilitate meetings, and issue meeting notes to GLO following meetings.
- b) **Develop Beach Design Criteria:** HDR will coordinate with GLO and the project partners to develop beach/ design and performance criteria for the project. Items will include longevity goals and renourishment intervals. This task will also include review of the USACE permit conditions and related requirements for avoiding cultural resources and protecting wildlife.
- c) **Beach Fill Template Design:** HDR will develop beach nourishment dimensions (berm widths, elevations, and slopes), construction tolerances, and cross-sectional areas for typical beach fill section(s). Planform geometry and end transition of the beach nourishment design will also be developed. Planform geometry will be based on the nourishment volume and will also consider project budget, the borrow area volume assessment (see Task 4b), sediment compatibility analysis, and considerations for potential additive/alternate nourishment increments.

Beach fill template(s) will be adjusted as required to reflect final project template performance (based on assessment described below), budget/size, and planform geometry; and as needed to meet project performance goals. Sections will be shown over survey data collected as described in Task 3.

- d) **Borrow Area Volume Assessment:** Considering the relatively large size of the planned nourishment project, the most feasible and cost-effective borrow areas will be Borrow Area 3 (Anchorage Basin Borrow Area) and the South Jetty Borrow Area (Figure 3). HDR will gather and compile the newly obtained vibrocore data along with readily-available information (from previous projects) on the distribution and volume of beach-quality sand within these borrow areas and develop projections of the associated yield of sand on the beach. As a note, to HDR's knowledge the western "dogleg" portion of Borrow Area 3 has never been formally analyzed for beach nourishment purposes. The proposed analysis will include sand compatibility evaluations and cut-to-fill estimates that consider potential volumetric losses during the

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dredging process. Because a portion of the South Jetty Borrow Area was used during the 12<sup>th</sup> to 61<sup>st</sup> Street Beach Nourishment along the Galveston Seawall in 2017, the analysis will also review the newly obtained vibracores to review sedimentation in the previously dredged area, material quality, and whether additional material may be obtained from this previously used section of the borrow area. The results of this assessment will be applied to develop the beach fill design template (Task 4c) and the borrow area limits and constraints as specified on the construction plans.



Figure 3. Anchorage Basin and South Jetty Borrow Areas

- e) **Cursory-Level Drainage Assessment:** In tandem with the beach fill template design HDR will perform a cursory-level assessment of the potential for stormwater drainage from adjacent developed areas to be hindered by the beach nourishment. This assessment will consist of reviewing public lidar data, readily-available drainage plans available from the City of Galveston, and beach profile survey data collected by HDR under Task 1. Depending on results of this assessment, HDR will advise GLO on the need for a detailed drainage analysis. If a detailed drainage analysis is needed it would be performed under a separate scope.
- f) **Project Performance Numerical Modeling:** Performance of the proposed design will be simulated using two numerical modeling assessments. The first assessment will use cross-shore numerical modeling, or similar analysis, to assess project design relative to the storm damage reduction criteria developed above. The second assessment will use a shoreline change numerical model, or similar analysis, to analyze long-term project performance as it relates to sediment transport from the project area and nourishment intervals.

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- g) Constructability Assessment:** HDR will review options for transport of the sediment from the proposed borrow source(s) to the project site. Options will include direct pipeline or hopper dredging/placement of sediment in scows with an offshore pump-out station. HDR will coordinate with a dredging constructability subcontractor to review designs, refine specifications, and better estimate project costs.
- h) Design Memorandum:** HDR will prepare a design memorandum to document the project design goals and criteria, data collection, engineering analyses performed under these tasks, proposed design, estimated construction schedule, preliminary opinion of probable construction cost, permit requirements and constraints, and recommendations for post-construction monitoring and maintenance. The design memorandum will be prepared in draft format for review by GLO before being finalized.
- i) 30% Preliminary Design Drawings:** HDR will develop 30% level preliminary design drawings to document proposed project design and layout. Technical specifications and OPCCs are not included in this subtask. Review comments from this package will serve as the basis for further developing the project design and preliminary proposal packages described below.
- j) Preliminary Proposal Package:** This task consists of the preparation of a Preliminary Proposal Package that will be used in a subsequent project phase for soliciting competitive sealed proposals from prospective construction contractors. The package will also serve as the Contract Documents during project construction. HDR will prepare general and technical specifications (including Special Conditions coordinated with GLO's Division 00 specifications and the overall technical requirements of the project), Construction Drawings, and Contractor's Proposal (pricing) form. HDR will combine the construction drawings, technical specifications, and supporting appendices (including USACE permit and geotechnical/geophysical data provided by GLO) with GLO's standard GLO front-end documents to serve as the overall Proposal Package. HDR will also assist GLO in preparing a Scope of Work statement and an Executive Summary outlining the goal and scope of the Project for inclusion in GLO's Request for Proposals (RFP) document. GLO will prepare and provide the final Request for Proposals (RFP), Uniform General Conditions, and HUB proposal package. HDR will submit 70% and 100% Procurement Packages to GLO for interim and final review.

With each (70% and 100% Preliminary) Proposal Package submittal, HDR will provide an updated 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. Signed and sealed plans,

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specifications, and contract documents will not be provided under this scope of work. Once construction funding has been procured and a project is initiated, a final signed and sealed set of documents will be developed with that project scope.

#### **Task 4 Schedule**

HDR will endeavor to complete Task 3 within two-hundred (200) calendar days from the Notice to Proceed. Note that certain aspects of the final design may be dependent on factors beyond HDR's control including timeline for GLO and stakeholder review.

#### **Task 4 Deliverables**

- Design review meeting handouts and notes
- Design Memorandum (PDF format)
- 30% Preliminary Drawings (PDF format)
- 70% and 100% Proposal Package (Drawings, Contract Documents, General, and Technical Specifications - PDF format)
- 70% and 100% OPCC (PDF format)

### **ASSUMPTIONS AND LIMITATIONS**

1. All project meetings will be held virtually or in the Galveston area.
2. A Coastal Boundary Survey is not included in this scope of work due to uncertainty in construction timeline. It is recommended to perform the survey upon securing construction funds and preparing the final signed and sealed bid documents.
3. Many of the developed areas adjacent to the Galveston beachfront were planned with stormwater drainage routed across the Gulf beach. Detailed evaluation of potential impacts from the beach nourishment project on stormwater drainage are not included in this scope. If, during design, it is determined that a detailed drainage analysis is needed, this additional analysis will be performed as a separate scope.
4. This project does not include dune design. Developed areas behind the project are vulnerable to seasonal flooding from nuisance tides, rain, and storm surge. The beach nourishment will not be designed as a flood control project to reduce flooding landward of the beach.
5. This scope does not include development of a traffic control plan. Any traffic control plans required for this project will be prepared by the selected construction contractor.



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6. Signed and sealed plans, specifications, and contract documents will not be provided under this scope of work.
7. No regulatory coordination will be performed.
8. The project does not require Section 408 Engineering review or a Real Estate Outgrant.
9. This scope does not include cultural resources surveys. Project borrow and placement areas are included within existing permitted areas. Should there be any variation in location for borrow or placement areas, additional services for a cultural survey may be required.
10. HDR's OPCC will be developed utilizing deterministic methods (eg.- RSMMeans, Bid tabs from previous projects, and pricing information from contractors and vendors) and will utilize unit cost line items at the assembly level of detail. Factoring and other stochastic methods may be used to estimate less-significant areas of the project. HDR's OPCC will be based in part on our experience, qualifications, and general familiarity with the marine construction industry. Because HDR has no control over the cost of labor, materials, equipment, services furnished by others, contractor's methods of determining prices, and competitive bidding or market conditions, HDR cannot and does not guarantee that proposals, bids, or actual costs will not vary from the OPCC submitted.





## SCHEDULE OF RATES

These rates are effective through December 2023

<b>PROFESSIONAL STAFF</b>	<b>HOURLY RATE</b>	<b>PARA-PROFESSIONAL STAFF HOURLY RATE</b>	
Engineer I.....	\$128.00	Administrative Assistant .....	\$95.00
Engineer II.....	\$139.00	Drafter .....	\$98.00
Engineer III.....	\$156.00	Technician I.....	\$111.00
Engineer IV.....	\$173.00	Technician II.....	\$124.00
Engineer V.....	\$188.00	Technician III.....	\$136.00
Engineer VI.....	\$209.00	Designer Tech IV.....	\$149.00
Engineer VII.....	\$232.00		
Engineer VIII.....	\$255.00	<b>EQUIPMENT/IT</b>	
Project Manager.....	\$260.00	GPS RTK Survey Equipment .....	\$270.00/Day
Principal Engineer .....	\$275.00	GPS Handheld (Sub Meter).....	\$145.00/Day
Sr. Principal Engineer.....	\$299.00	Work/Tow Vehicle .....	\$70.00/day + IRS rate + 5%
Program Director.....	\$314.00	Survey Boat.....	\$800.00/Day
Project Biologist/GIS Specialist.....	\$110.00	GPS Hydrographic Survey Equip .....	\$270.00/Day
Environmental Scientist/Ecologist.....	\$141.00	Acoustic Doppler Velocimeter (ADV).....	\$1,070.00/Wk.
Regulatory Specialist/NEPA Planner.....	\$167.00	Water Level Logger .....	\$320.00/Wk.
Sr. Environmental Biologist/NEPA Lead...\$188.00		<b>EXPENSES</b>	
Environmental Manager.....	\$213.00	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

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, 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](mailto:insurance@GLO.TEXAS.GOV)
- (b) **prominently display "GLO Contract No. 22-004-014 and Work Order No. D863."** 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	Required form of Insurance	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED		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
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 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)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	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





**AMENDMENT NO. 1 TO WORK ORDER NO. D863 UNDER  
GLO CONTRACT NO. 22-004-014**

**THE GENERAL LAND OFFICE** (the “GLO”) and **HDR ENGINEERING, INC.** (“Provider”), each a “Party” and collectively “the Parties” to **Work Order No. D863** (the “Work Order”) under GLO Contract No. 22-004-014 (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 **August 31, 2025**.
2. This Amendment shall be effective upon the earlier of the date of the last signature or August 31, 2024.
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. D863 UNDER  
GLO CONTRACT NO. 22-004-014**

**GENERAL LAND OFFICE**

**HDR ENGINEERING, INC.**

DocuSigned by:  
Jennifer G Jones  
E70CDF09B56540E...  
Name: Jennifer G. Jones

Signed by:  
David Weston  
F7F50D853B654FD  
Name: David Weston

Chief Clerk and Deputy Land Commissioner

Title: Vice President


Date of execution: 8/23/2024

Date of execution: 8/23/2024

OGC 

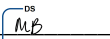
PM 

DIV 

DIR 

DD 

SDD 

DGC 

GC 