

WORK ORDER NO. E612 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. E612 ("Work Order").

I. PROJECT DESCRIPTION

- a) Provider shall perform, or cause to be performed, engineering services for **CEPRA 1713 Bird Island Cove Shore Protection and Marsh Restoration, Phase II** ("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 <u>Attachment B</u> 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 with a copy to the GLO Project Manager. 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 \$235,598.00.
- 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. E612 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, 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. E612 UNDER GLO CONTRACT No. 22-004-014

| GENERAL 1 | LAND | OFFICE |
|-----------------|------|--------|
| — DeauCianed by | | |

Jennifer G Jones

Jerriffer 65.546 nes

Chief Clerk

Date of execution: _7/9/2024

HDR ENGINEERING, INC. DocuSigned by:

David Weston Name: Davis de Meston

Title: <u>vice President</u>

Date of execution: 7/9/2024

OGC

PM

DIV

DIR

DD

SDD

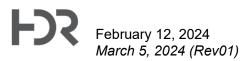
DGC

GC

ATTACHMENTS TO THIS WORK ORDER:

ATTACHMENT A - PROVIDER'S PROPOSAL ATTACHMENT B - REQUIRED INSURANCE AND FORM

ATTACHMENTS FOLLOW



MCN10393363

Ms. Rita Setser Coastal Resources Program Coastal Protection Division Texas General Land Office 1700 N. Congress Avenue Austin, Texas 78701-1495

RE: PROPOSAL TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR BIRD ISLAND COVE SHORELINE PROTECTION PHASE II (CEPRA 1713), GALVESTON, TX

Dear Ms. Setser:

Thank you for inviting HDR to submit this proposal for continued professional services for the Bird Island Cove Shoreline Protection Phase II Project (CEPRA 1713). This project is a partnership between the Texas General Land Office (GLO), Texas Parks and Wildlife (TPW), and Natural Resource Damage Assessment (NRDA) Trustees. Under an existing work order (Work Order No. D817 under GLO Contract No. 22-004-014), HDR supported GLO with final design of this project. Construction solicitation assistance is included under this existing Work Order (D817).

This proposal addresses additional services for the following elements of this project:

- 1. Construction Administration
- 2. Monitoring and Reporting Efforts

SCOPE OF SERVICES

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

Task 1 -- Construction Administration

Task 2 – Post-Construction Monitoring and Reporting

These tasks are outlined in more detail below.

Task 1: Construction Administration Services

This task includes construction observation activities to review the status of construction and the construction contractor's (Contractor's) general compliance with the Contract Documents and design intent. Services under this task will consist of the following:

1.1 Pre-Construction Conference

Participate in a Pre-Construction Conference (PCC) in Galveston with GLO and selected Contractor. HDR will assist GLO with preparation of technical portion of agenda and meeting minutes. HDR will facilitate the technical portion of the PCC meeting and provide notes to GLO, who will prepare and issue the official minutes.

hdrinc.com

Attachment A Work Order No. E612 GLO Contract No. 22-004-014 2 of 9

Ms. Rita Setser March 5, 2024 (Rev01) Page 2 of 8 MCN 10376339

1.2 General Construction Administration

The duration of active project construction is estimated to be approximately 6 months. HDR therefore proposes to provide general construction administration services for up to 7 months to accommodate mobilization and demobilization activities and completion of administrative punch list items. This task includes general construction administration such as coordination with the contractor on schedule/progress/typical issues, responding to RFI's, issuing Engineer's Supplemental Instruction (ESI) and Work Change Directives (WCD) (i.e. Engineer's clarifications and interpretations), and issuing and processing Construction Change Orders, if required, in accordance with GLO's established change order process, as defined in the Uniform General Conditions.

1.3 Review/Process Contractor Submittals

HDR will review and process Contractor's submittals as may be required by the Contract Documents.

1.4 Review/Process Payment Requisitions

Once per month, HDR will review and process Contractor's routine payment requests against progress and submit approval recommendations to GLO based on percentage of completion.

1.5 Construction Progress Meetings & Site Visits

Active construction is assumed to be 6 months. During active construction, HDR will travel to the project site approximately two to three times per month for a total of up to 15 site visits. HDR will also facilitate construction progress meetings with GLO and the Contractor twice per month; these will be held through video conferencing. HDR will prepare a site visit report for each site visit and prepare minutes for each of the construction progress meetings. While at the site, HDR will observe general status of work, meet with the Contractor on progress of the construction, address any design-related issues, and provide other information as may be needed by the Contractor and/or GLO.

1.6 Substantial Completion Inspection and Final Inspection

HDR will visit the site, perform a substantial completion inspection, and issue a punch list identifying any remaining work. In addition, a final inspection will be performed to help verify that Contractor has completed punch list items. HDR will issue site visit reports for both inspections and issue the Certificate of Substantial Completion for signature by HDR, Contractor, and GLO.

1.7 Record Drawings/Close-out Documents

HDR will process Contractor's final payment documents and provide GLO with a full set of close-out documents. Close-out documents will include a complete set of the Contractor's submittals and Record Drawings compiled/assembled by HDR, final aerial photography provided by Contractor, and a summary of the final project construction cost and schedule. Note that the final Record Drawings compiled by HDR will be based on information provided by the Contractor, HDR's observations during site visits, and review of Contractor's surveys.

Attachment A Work Order No. E612 GLO Contract No. 22-004-014

Ms. Rita Setser March 5, 2024 (Rev01) Page 3 of 8 MCN 10376339

Task 1 Schedule

The actual construction contract time will be dependent on construction methodology chosen and other factors beyond HDR's control. The anticipated construction contract time is approximately 7 months (210 calendar days). HDR will endeavor to help GLO implement this timeline; however, circumstances beyond HDR's control may occur that prevent the entire project or portions of the project from being constructed. Circumstances beyond HDR'S control include, but are not limited to, regulatory enforcement/rulings by Federal, State and/or local agencies, procurement procedures, weather delays, frivolous disputes/claims by Contractor, and any other delays associated with construction activities.

Task 1 Deliverables

- Pre-construction Meeting Technical Agenda
- Pre-construction Meeting Notes
- Reviewed Construction Submittals
- Reviewed Payment Applications
- Construction Site Visit Reports and Construction Progress Meeting Minutes
- Certificate of Substantial Completion and Final Inspection Report
- Close-out Documents and Record Drawings

Task 2: Monitoring and Reporting

This task will consist of monitoring and reporting for the constructed breakwaters, protected shorelines, and essential fish habitats (EFH). Because HDR's Professional Services Contract 22-004-014 expires on August 31, 2026, we anticipate monitoring services required after this date will be performed under a separate scope and fee. This proposal assumes construction will be completed in 2025; therefore, this proposal is limited to monitoring up to Year 1 post-construction. If the required date for the Year 1 post-construction fieldwork falls after June 30, 2026, HDR may not have enough time to complete the Year 1 post-construction reporting, and the Year 1 post-construction monitoring may therefore be omitted from this scope of services.

The scope of services for the monitoring and reporting was developed based on review of the following documents:

- 1. The Monitoring and Adaptive Management Plan (MAM Plan) dated July 2022.
- 2. The USACE Nationwide 27 (NWP 27) verification document dated June 23, 2023.

2.1 MAM Plan Monitoring and Reporting

The MAM Plan monitoring will help determine if the breakwater design criteria are being met and the breakwaters are functioning as anticipated (i.e., marsh habitat is being protected from waves, and the breakwaters satisfy design criteria). The breakwater monitoring will be based on visual inspection and ground photography performed by walking/wading the breakwater supplemented with aerial photography. Shoreline position will be measured through georeferenced aerial photography supplemented with RTK GPS measurements or drone-based lidar. A motorized boat or kayaks will be used for site access and transportation across the site. Aerial photography and shoreline position measurements will be performed at the following times:

Ms. Rita Setser March 5, 2024 (Rev01) Page 4 of 8 MCN 10376339

- 1. Within 3 Months Prior to Construction (Baseline)
- 2. Within 2 Months After Construction (Year 0)
- 3. Approximately 1 Year After Construction (Year 1)

Reporting will only be performed for the Year 0 and Year 1 events; no report will be prepared for the pre-construction (Baseline) monitoring event.

Monitoring for the breakwaters will consist of the following:

a. Site Visit and Aerial Photography: A site visit will be performed to observe and document conditions of the breakwater and adjacent habitat as described below. In addition, geo-referenced aerial photography will be obtained. Aerial photography will be limited to the area shown in Figure 1.



Figure 1. Aerial Photography Limits (Represented by Red Rectangle).

- b. *Breakwater Geometry*: Based on field observations, RTK GPS (or drone-based lidar) survey measurements performed by an HDR engineer, and aerial photography, breakwater geometry will be assessed to help evaluate the structural integrity of the breakwaters in terms of the following parameters:
 - Loose, displaced, cracked, or deteriorating stone.
 - Loss of crest elevation.
 - Settlement greater than 6 inches. Breakwater crest elevation will be

Attachment A Work Order No. E612 GLO Contract No. 22-004-014 5 of 9

Ms. Rita Setser March 5, 2024 (Rev01) Page 5 of 8

MCN 10376339

estimated through RTK GPS measurements (or drone-based lidar) and/or through height measurements referenced to tide levels.

- Significant scour along the base of the breakwaters.
- c. Protection of Aquatic and Estuarine Habitats: The general level of protection being provided to adjacent marsh habitats by the breakwaters will be evaluated based on ground-level observations of advance or retreat along exposed edges of adjacent habitat. In addition, aerial photography will be analyzed to compare the acreage of existing, restored, and enhanced habitat types between pre- and post-construction conditions.
- d. *Erosion Rate of Habitat:* The intent of the breakwaters will be to provide protection to adjacent marsh habitat from waves, thereby reducing erosion rates to less than historical conditions. The edge position of adjacent fringe marsh will be measured using aerial photography supplemented with RTK GPS or drone-based lidar measurements. Shoreline position will be measured along the shoreline shown in Figure 2. In addition, if marsh mounds are constructed, they will be surveyed for vegetative cover and geometry. For each annual monitoring event the measurements will be compared to the conditions that existed pre- (Baseline) and post-construction to calculate approximate rates of change. These rates will then be compared to previously-estimated historical rates for the same general vicinity.

Ms. Rita Setser March 5, 2024 (Rev01) Page 6 of 8

MCN 10376339



Figure 2. Locations for Shoreline Position Measurements (Represented by Yellow Line).

2.2 NWP 27 Monitoring and Reporting

Monitoring and reporting will also be performed to help satisfy the special conditions defined in the June 23, 2023 NWP 27 verification for this project. During the field effort for the Year 1 monitoring performed to satisfy the MAM Plan, a one-year post-construction survey will be performed to delineate and quantify EFH in the project area. An associated monitoring report will be prepared to compare the post-construction EFH to pre-project EFH delineated by HDR in 2023. The EFH monitoring will be limited to areas leeward of the constructed breakwater.

Task 2 Schedule

- Pre-construction (Baseline) field data collection will be completed within 90 days (3 months) prior to project construction.
- Year 0 post-construction field data collection and reporting will be completed within 90 days
 (3 months) after completion of project construction.

Attachment A Work Order No. E612 GLO Contract No. 22-004-014

Ms. Rita Setser March 5, 2024 (Rev01) Page 7 of 8 MCN 10376339

- Year 1 post-construction field data collection and reporting will be completed within 450 days (15 months) after completion of project construction.
- HDR will take measures to help prevent delays and regularly keep GLO informed on the progress of the work.

Task 2 Deliverables

The following three monitoring reports will be provided under this scope of services:

- 1. Year 0 post-construction for MAM Plan
- 2. Year 1 post-construction for MAM Plan
- 3. Year 1 post-construction for NWP 27 Verification

The monitoring reports will be provided in PDF format in draft and final form. Aerial photography, ground-level field photographs, field notes, and exhibits documenting the conditions of the breakwaters, protected habitat, and EFH will be included with the monitoring reports, as applicable. Digital files for aerial photography will be provided in jpg or tif format with accompanying geo-reference files.

ASSUMPTIONS AND LIMITATIONS

- This proposal assumes a construction contract lasting 7 months, with up to 6 months of active construction and one month for mobilization, demobilization, and final project closeout.
- A tropical storm or hurricane in the project vicinity during or before construction may impact
 overall schedule and include the need to re-evaluate project design, layout, etc. beyond the
 scope and fee in this proposal, depending on level of storm impact to the project site and
 timing during construction. HDR will coordinate with GLO regarding additional services that
 may be required subsequent to storm impact.
- HDR will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the construction contractor(s) or the safety precautions and programs incident to the work of the contractor(s). HDR's effort will be directed toward providing a greater degree of confidence for GLO that the completed work of contractor(s) will generally conform to the Contract Documents, but HDR will not be responsible for the failure of contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations, HDR will keep GLO informed of the progress of the work and apprise them of observed defects and deficiencies in such work.

FEE

HDR proposes to provide these services on a time and materials basis for a total not-to-exceed (NTE) amount of **\$235,598**. A summary of the estimated amount for each major task is listed below and a more detailed estimate is provided in the attached Manhour and Expense Estimate. All services and billing will be performed in accordance with the provisions of Professional Services Contract 22-004-014 between GLO and HDR. This proposal is valid for 90 days.

Attachment A Work Order No. E612 **GLO Contract No. 22-004-014** 8 of 9

Ms. Rita Setser March 5, 2024 (Rev01) Page 8 of 8

MCN 10376339

| Task | Approximate Amount per Task | | |
|-----------------------------------------------|--------------------------------|--|--|
| Task 1 – Construction Administration Services | \$136,435 | | |
| Task 2 – Monitoring and Reporting | \$99,163 | | |
| Total Proposed NTE Budget: | \$235,598 | | |

We look forward to providing continued support to GLO on this important project. Please do not hesitate to contact Dan Heilman at 361-696-3344 (daniel.heilman@hdrinc.com) to request additional information or clarifications.

Sincerely,

HDR ENGINEERING, INC.

Daniel J. Heilman, P.E.

Project Manager

David C. Weston Vice President

of Whit



No. 1-24 GLO

9 of 9

SCHEDULE OF RATES

These rates are effective through December 2024

| PROFESSIONAL STAFF | HOURLY RATE | PARA-PROFESSIONAL STAFF HOURLY RATE | | | |
|------------------------------------|-------------|-------------------------------------------|------------------------|--|--|
| Engineer I | \$134.00 | Administrative Assistant | \$98.00 | | |
| Engineer II | \$144.00 | Drafter | \$102.00 | | |
| Engineer III | \$161.00 | Technician I | \$115.00 | | |
| Engineer IV | \$179.00 | Technician II | \$128.00 | | |
| Engineer V | \$194.00 | Technician III | \$140.00 | | |
| Engineer VI | \$215.00 | Designer Tech IV | \$155.00 | | |
| Engineer VII | \$238.00 | EQUIPMENT/IT | | | |
| Engineer VIII | \$263.00 | GPS RTK Survey Equipment | \$275 00/Day | | |
| Project Manager | \$268.00 | GPS Handheld (Sub Meter) | • | | |
| Principal Engineer | \$284.00 | Work/Tow Vehicle \$75.00/day + | • | | |
| Sr. Principal Engineer | \$309.00 | Survey Boat | | | |
| Program Director | \$320.00 | GPS Hydrographic Survey Equip | • | | |
| Project Biologist/GIS Specialist | \$113.00 | Acoustic Doppler Velocimeter (ADV) | | | |
| Environmental Scientist/Ecologist | \$145.00 | Water Level Logger | | | |
| Regulatory Specialist/NEPA Planne | r \$172.00 | vvator Lever Legger | \$666.667 V VK. | | |
| Sr. Environmental Biologist/NEPA L | ead\$194.00 | EXPENSES | | | |
| Environmental Manager | \$220.00 | Reproduction | Cost | | |
| | | Supplies/Delivery | Cost | | |
| | | SubcontractorsCost plus | 10% Handling | | |
| | | Auto Mileage (other than rental car) | State Rate | | |
| | | Travel (Airfare, Rental Car, Parking, Fue | el) Cost | | |
| | | Lodging/Meals | State Rate | | |

All other expenses Negotiated under Work Order

^{1.} Construction administration staff will be billed at an equivalent grade, depending upon 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.

Attachment B GLO Contract No. 22-004-014 Work Order No. E612 2 pages plus certificate

REQUIRED INSURANCE

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

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

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

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

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

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

Attachment B GLO Contract No. 22-004-014 Work Order No. E612 2 pages plus certificate

<u>Policy Cancellation Endorsement</u>. Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without 30 days' prior written notice to the GLO, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified in this Contract. A copy of this signed endorsement must be attached to this Contract.

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. 22-004-014 and Work Order No. E612." and
- (c) Name the General Land Office as an additional insured.

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

REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE

Revised 9/2/2016

ACORD

Contract No. ******

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

| PRO | DUCER | | | | | | CONTAC NAME: | T | | | | |
|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------|--------|------------|----------------------------------------------|--------------------|----------------------------|----------------------------|----------------------------------------------------------------|----------|--------------|
| | | | | | | | PHONE (A/C, No. | Ext): | | FAX (A/C, No): | | |
| | | Requi | red form | of I | nsura | ance | E-MAIL ADDRES | SS: | | | | |
| | | | | | | | | INS | URER(S) AFFOR | DING COVERAGE | | NAIC # |
| | | | | | | | INSURE | RA: | | | | |
| INSU | RED | | | | | | INSURE | | | | | |
| | | | | | INSURER C: | | | | | | | |
| | | | | | | | INSURE | | | | | |
| | | | | | | | INSURE | | | | | |
| | | | | | | | 107 VI | | | | | |
| CO | VERAGES | | CER | TIEI | ATE | NUMBER: | INSURE | KF: | | REVISION NUMBER: | | |
| TH | HIS IS TO CERTIF DICATED. NOTW | ITHSTAN | THE POLICIES | S OF | INSUR. | ANCE LISTED BELOW HA T, TERM OR CONDITION | OF AN | Y CONTRACT | OR OTHER | ED NAMED ABOVE FOR T DOCUMENT WITH RESPE | CT TO | WHICH THIS |
| | | | | | | IMITS SHOWN MAY HAVE | | | | D HEREIN IS SUBJECT T | O ALL | THE TERMS, I |
| INSR | TYPE O | F INSURAN | ICE | | SUBR | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | s | |
| | GENERAL LIABILITY | 1 | | 4.50.5 | | | | | | EACH OCCURRENCE | \$ | |
| | COMMERCIAL | GENERAL | LIABILITY | _ | _ | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | |
| | CLAIMS-N | | OCCUR | | | | | | | MED EXP (Any one person) | \$ | |
| | OD THE OWNER OF THE OWNER OWNER OF THE OWNER OWNE | | 300011 | | | | | | | PERSONAL & ADV INJURY | S | |
| | - | | | | | | | | | | 77. | |
| | 051111 100050175 | | | | | | | | | GENERAL AGGREGATE | \$ | |
| | GEN'L AGGREGATE | PRO- | | | | | | | | PRODUCTS - COMP/OP AGG | \$ | |
| | POLICY | JECT | LOC | _ | _ | | | | | COMBINED SINGLE LIMIT | 3 | |
| | AUTOMOBILE LIABI | LITY | | | | | | | | (Ea accident) | \$ | |
| | ANY AUTO ALL OWNED | S | CHEDULED | | | | | | | BODILY INJURY (Per person) | \$ | |
| | AUTOS | A | UTOS ON-OWNED | | | | | | | BODILY INJURY (Per accident) PROPERTY DAMAGE | \$ | |
| | HIRED AUTOS | | UTOS | | | | | | 1 | (Per accident) | \$ | |
| | | | | | | | | | | | \$ | |
| | UMBRELLA LIA | AB | OCCUR | | | | | | | EACH OCCURRENCE | \$ | |
| | EXCESS LIAB | | CLAIMS-MADE | | 1 | | | | | AGGREGATE | \$ | |
| | DED RI | ETENTION | \$ | | | | | | | | \$ | |
| | WORKERS COMPEN | | | | | | | | | WC STATU- OTH- TORY LIMITS ER | | |
| | ANY PROPRIETOR/F | ARTNER/E | XECUTIVE YIN | | | | | E.L. EACH ACC | | E.L. EACH ACCIDENT | \$ | |
| OFFICE/MEMBER EXCLUDED? (Mandatory in NH) | | | N/A J | | | | | | E.L. DISEASE - EA EMPLOYEE | s | | |
| | If yes, describe under DESCRIPTION OF O | PERATIONS | Shelow | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ | |
| | | | 2.22.211 | | _ | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| DES | CRIPTION OF OPERA | TIONS / LO | CATIONS / VEHIC | LES (| Attach A | CORD 101, Additional Remarks | Schedule, | If more space is | required) | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | 1 |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | 1 |
| | | | | | | | | | | | | |
| CEI | DTIEICATE HOL | DEB | | | | | CANC | ELLATION | | | | |
| CE | RTIFICATE HOL | DEK | | | | | CANC | ELLATION | | | | |
| | | | | | | | THE | EXPIRATION | N DATE TH | DESCRIBED POLICIES BE C EREOF, NOTICE WILL CYPROVISIONS. | | |
| | | | | | | | AUTHOF | RIZED REPRESE | NTATIVE | | | |
| _ | | - | | | | | | @ 40 | 99 2040 50 | OPD COPPORATION | All sice | to recomed |