



**WORK ORDER NO. E674  
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. E674** (“Work Order”).

**I. PROJECT DESCRIPTION**

- a) Provider shall perform, or cause to be performed, engineering services for CEPRA 1670 Galveston Seawall Harvey Repairs (“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 **\$450,488.00**.
- 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. E674 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. E674  
UNDER GLO CONTRACT NO. 22-004-014**

**GENERAL LAND OFFICE**

DocuSigned by:

Jennifer G Jones

Jennifer G Jones

Chief Clerk

Date of execution: 7/9/2024

**HDR ENGINEERING, INC.**

DocuSigned by:

By: David Weston

Name: David Weston

Title: vice president

Date of execution: 7/9/2024

OGC JC

PM CW

DIV KZ

DIR JM

DD SL

SDD SL

DGC MB

GC JG

**ATTACHMENTS TO THIS WORK ORDER:**

**ATTACHMENT A – PROVIDER’S PROPOSAL**

**ATTACHMENT B – REQUIRED INSURANCE AND FORM**

**ATTACHMENTS FOLLOW**



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Mr. Carver Wray  
CEPRA Project Manager  
Coastal Resources  
Texas General Land Office  
1700 N. Congress Avenue  
Austin, Texas 78701-1495

**RE: PROPOSAL TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR HISTORIC SEAWALL HURRICANE HARVEY FEMA REPAIRS (CEPRA PROJECT NO. 1670) IN GALVESTON, TEXAS – REV 2**

Dear Mr. Wray:

Thank you for inviting HDR to submit this proposal for professional engineering services for the Historic Seawall Hurricane Harvey FEMA Repairs project. This project will be a continuation of WO C742 which was put on hold and ultimately cancelled by GLO. The services in this proposal will build on the work performed under WO C742. The proposed scope of services are described below.

### **SCOPE OF SERVICES**

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

- Task 1 – Engineering Design and Construction Proposal Package Completion
- Task 2 – Construction Proposal Solicitation Assistance
- Task 3 – Construction Administration Services
- Task 4 – Environmental Training Allowance
- Task 5 – Coastal Boundary Survey

These tasks are outlined in more detail below.

#### **Task 1: Engineering Design and Construction Proposal Package**

This task includes updating and completing a proposal package for soliciting proposals for construction of the beach nourishment. A proposal package for the Historic Seawall

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Hurricane Harvey FEMA Repairs project (CEPRA 1670) was started under WO C742 but updates will be required for new survey data, changes in borrow areas, and construction methodologies. Further, GLO has requested the Babes Beach FEMA Repairs project (CEPRA 1734) be included in the same proposal package to help reduce mobilization costs and competition of construction resources and traffic between the two projects. Work associated with Babes Beach FEMA Repairs will be scoped and contracted under a separate work order.

Based on input from GLO an option for constructing the project using truck haul or sand slurring will not be included. The Construction Proposal Solicitation Package will only include options for dredging from the South Jetty Borrow Area or Anchorage Basin Borrow Area. Specific sub-tasks are discussed below.

### **1.1 *Project Management and Coordination***

This subtask 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.

### **1.2 *Site Visit, Review Existing Conditions, and Kickoff Meeting***

Prior to commencing detailed design, HDR will participate in a kickoff meeting and site visit in Galveston with GLO and other members of overall project team to review the project area and possible borrow areas. The meeting and site visit will include discussion of overall project schedule, construction budget, FEMA requirements, construction methodologies, borrow area status, 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, review of environmental restrictions, and discussion of public coordination.

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### **1.3 Borrow Area Constructability Review**

Galveston Park Board (GPB) has obtained a U.S. Army Corps of Engineers (USACE) permit (SWG-2000-02888) (Permit) which is currently being amended. The permit identifies both submerged and upland borrow sources for use in beach nourishment. However, after coordination with GLO, only the South Jetty Borrow Area (Borrow Area 2 in permit drawings) and Anchorage Basin Borrow Area (Borrow Area 3 in Permit drawings) are being considered for this project.

HDR is not including any field investigations for the borrow areas in this scope of work. Surveying and geotechnical investigations were performed under WO D863 and the findings will be applied to this project.

This project will require sand to be transported 8 miles and further from one of the borrow sites to the west end of the project area. Given the smaller fill density of approximately 10 cy/LF and the long distance from the borrow area, construction using a large pipeline dredge with a direct pump to the beach area may not be practicable or cost effective.

Under this subtask HDR will investigate the constructability of the project using the submerged borrow areas. Considerations will look into the feasibility of a direct pump project, utilizing scows and pump out stations, and other construction methods not specifically identified at this time. The information identified in this task will be used to inform the GLO of expectations when seeking construction proposals, and will also feed into the project manual.

### **1.4 Beach Fill Template Design (Cross-Sections)**

HDR will review and make any necessary updates to the final beach nourishment dimensions (berm widths, elevations, and slopes), construction tolerances, and cross-sectional areas for typical beach fill section(s) from the previously developed design.

Template(s) will be adjusted as required to reflect final project budget/size and planform geometry. Sections will be shown over survey data gathered under WO C742 and provided by GPB.

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### **1.5 *Planform Geometry***

Planform geometry and end transition of the beach fill design will be reviewed and updated as needed. Planform geometry will be based on the planned nourishment volume (which is understood to be 216,342 CY), beach fill template design, and considerations for additive/alternate nourishment increments.

### **1.6 *Construction Access***

Although construction by truck haul is not being considered for this project, the construction contractor will still be required to access the beach with equipment including pipeline segments, trucks, and equipment for grading. HDR will coordinate with the City of Galveston (City), GPB, and Galveston County (County) on construction access. Up to two virtual meetings are included in this scope for this coordination. Access restrictions will be outlined in the Construction Proposal Package for prospective contractors.

### **1.7 *Dredging Pipelines***

HDR will assess required dredging controls including, but not limited to, pipeline routes, pump out locations, potential dewatering locations, timing, borrow area limits, and avoidance areas. Dredging requirements will be outlined in the Construction Proposal Package for prospective contractors.

### **1.8 *Construction Surveying Requirements***

HDR will assess the possible construction types and how the surveying requirements will need to be adjusted. Surveying requirements for the differing scenarios will be outlined in the Construction Proposal Package for prospective contractors.

### **1.9 *Design Review Meetings***

HDR will participate in up to two virtual meetings to review design issues and coordinate project details with GLO and other project partners. HDR will prepare agenda and handouts, facilitate meetings, and issue meeting notes to GLO following meetings.



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### **1.10 Construction Proposal Package**

This task consists of updating the Construction Proposal Package for soliciting competitive sealed proposals from prospective construction contractors. The package will also serve as the Contract Documents during project construction. HDR submitted a 70% Construction Proposal Package under WO C742 prior to the project being put on hold. HDR will use this submittal as a starting point for the Construction Proposal Package being developed under this work order. GLO has directed HDR to develop a single combined Construction Proposal Package for the Historic Seawall Hurricane Harvey FEMA Repairs (CEPRA 1670) and the Babes Beach FEMA Repairs project (CEPRA 1734). Work associated with Babes Beach will be scoped and contracted under a separate work order, but some updates will be required to the Galveston Historic Stretch plans to merge the two projects.

The Construction Proposal Package will include general and technical specifications (including Special Conditions coordinated with GLO's Uniform General Conditions and Supplementary General Conditions to address 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) 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% Proposal Packages to GLO for interim and final review. After addressing GLO's final review comments on the 100% Proposal Package, HDR will submit a Final Proposal Package signed/sealed by a professional engineer.

With each (70%, 100%, and Final) Proposal Package submittal, HDR will provide an updated 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 due to the varying types of borrow sources and associated transportation of material to the project site, the

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OPCC will likely provide a range of costs to accommodate varying types of projects.

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 GLO's final review comments have been addressed and/or incorporated. HDR will coordinate with GLO during the various review stages and provide clarifications as required. HDR will address and/or incorporate GLO review comments prior to issuing the final sealed proposal package for solicitation and procurement. HDR does not anticipate changes to the final signed and sealed proposal package except to provide updates or clarifications developed during the proposal process. These will be addressed through an addendum as described in Task 2.

### **1.11 Design Memorandum**

HDR will develop a design memorandum to document the design process, borrow area considerations, design and assumptions, and potential challenges during construction. The design memorandum will be approximately 5 to 10 pages and will be provided to GLO in draft and final PDF format.

### **Task 1 Schedule**

HDR will endeavor to complete Task 1 within one hundred fifty (150) calendar days from the Notice to Proceed; however, completion of this task may be dependent on factors beyond HDR's control including timeline dictated by GLO's review time, and receipt of design survey from GPB.

### **Task 1 Deliverables**

1. Kickoff Meeting Notes (PDF)
2. Design Review Meeting Notes (up to two) (PDF)
3. 70%, 100%, and Final Proposal Documents
4. 70%, 100%, and Final Opinion of Probable Construction Cost
5. Draft and Final Design Memo (PDF)

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## **Task 2: Construction Proposal Solicitation Assistance**

This task includes supporting GLO during the solicitation/award (for construction) phase of the project. GLO will distribute proposal 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 proposal packages to prospective contractors for a set deposit amount. HDR's services under this task include the following:

### **2.1 Pre-Proposal Conference in Galveston**

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

### **2.2 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 Proposal Package, if any.

### **2.3 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. This task does not include checking the contractor's references, or providing an award recommendation letter.

## **Task 2 Schedule**

Completed within timeline dictated by GLO solicitation process for construction proposals.

## **Task 2 Deliverables**

1. Technical agenda for Pre-Proposal Conference
2. Notes from Pre-Proposal Conference; Addenda (if required)

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### **Task 3: Construction Administration Services**

This task includes construction observation activities to review the status of construction and the Contractor's general compliance with the Contract Documents and design intent. The services of this task will include the following:

#### **3.1 Pre-Construction Meeting in Galveston**

Participate in a Pre-Construction Conference (PCC) with GLO and contractor in Galveston. 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. GLO will prepare and issue the official minutes.

#### **3.2 General Construction Administration**

The construction duration for placing 216,342 CY of sand that is transported to the site in trucks is estimated to be approximately 5 months. HDR therefore proposes to provide general construction administration services for beach nourishment activities for up to 5 months. This task includes general construction administration such as responding to RFI's, issuing Engineer's Supplemental Instruction (ESI) and Work Change Directives (WCD), and issuing and processing Change Orders, if required, in accordance with GLO's established change order process, as defined in the Uniform General Conditions.

#### **3.3 Review/Process Contractor Submittals**

HDR will review and process Contractor's submittals as may be required by the Contract Documents, including the Contractor's initial Schedule of Values and proposed construction schedule.

#### **3.4 Review/Process Payment Requisitions**

Once per month, HDR will review and process Contractor's routine payment requests against progress and submit approval recommendations based on percent complete.

#### **3.5 Construction Progress Meetings & Site Visits**

During construction, HDR will travel to the project site approximately 5 times per month for a total of up to twenty five (25) site visits. Ten (10) of these trips (or two per month) will be for combined site visits and routine construction

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progress meetings with Contractor and GLO. The remaining fifteen (15) trips will be for stand-alone site visits performed between the progress meetings. HDR has included fee for two (2) staff to attend the construction progress meetings and associated site visit, but only a single staff member to attend the standalone site visits. 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.

### **3.6 Substantial Completion Inspection and Final Inspection**

HDR will visit the site, perform a substantial completion inspection, and issue a punch list, if required. 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 official Certificate of Substantial Completion for signature by HDR, Contractor, and the GLO.

### **3.7 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. Note that the final Record Drawings compiled by HDR will be based on information provided by the Contractor.

## **Task 3 Schedule**

The actual construction contract time will be dependent on the construction contractor and factors beyond HDR's control, but a construction duration of four (4) months is assumed for this proposal. HDR will endeavor to help GLO implement this timeline; however, circumstances beyond the 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 3 Deliverables**

1. Pre-construction Meeting Notes to GLO

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2. Construction Site Visit Reports and Construction Progress Meeting Minutes
3. Payment Requisitions including Letter of Recommendation of Payment
4. Certificate of Substantial Completion and Final Inspection Report
5. Close-out Documents and Record Drawings

#### **Task 4: Environmental Monitoring**

This task includes an allowance for HDR to perform the environmental training required for the construction contractor under USACE Permit SWG-2000-02888. The permit requires that all construction staff undergo a half day training typically performed by a regulatory agency staff member. However, due to staffing limitations there have been times when scheduling for a regulatory staff member can be challenging. HDR has qualified biologists that regularly coordinate with regulatory agencies and have been approved to perform the training for past projects. In the event scheduling of the training with the agencies could result in delays to construction, HDR will contact the environmental agencies to seek approval for HDR to perform the training. If training by HDR is approved by the agencies, HDR will host up to two half-day training sessions with the contractor in Galveston.

This task is considered an allowance. HDR will only perform this task if provided written authorization from GLO. The scope for this allowance includes time to prepare training material, coordinate approval of training material with the agencies, translated to Spanish if needed, as well as performing the training and documentation.

#### **Task 4 Schedule**

Environmental training will be performed after a contractor has been awarded a notice to proceed and if GLO provides HDR a written request to perform the training.

#### **Task 4 Deliverables**

1. Copy of training material (power point slides and pdf handouts) to be reviewed and approved by USFWS and USACE prior to training.
2. A memorandum for each training session documenting the topics of the training and a list of the attendees.

#### **Task 5: Coastal Boundary Survey**

A Coastal Boundary Survey (CBS) will be performed from 12<sup>th</sup> to 61<sup>st</sup> Street. The CBS will include a field investigation, reporting, and follow-up coordination with the Texas General

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Land Office (GLO) and Galveston County through final acceptance and filing at GLO. 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 that shoreline existed before commencement of 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 performed including an initial discussion with the survey division of GLO to determine if there are potential unique or unusual boundary or land ownership issues at the site that may impact the project. An on-the-ground survey will then be completed, appropriate lines will be calculated, and preliminary plat and report compiled. HDR's survey subconsultant will meet with GLO as required for final submission of the plat and report.

### **Task 5 Schedule**

The timeline of the CBS is subject to GLO review time and is beyond HDR's direct control. Typical timelines for CBS review and acceptance by GLO range from 6 to 12 months.

### **Task 5 Deliverables**

1. Signed and sealed final plat of Coastal Boundary Survey on mylar as required by GLO, and copies in the format required by Galveston County.
2. Report of Coastal Boundary Survey.

### **ASSUMPTIONS**

- Neither construction using truck haul nor slurring sand from upland borrow areas will be considered or included in the Construction Proposal Package.
- Project will be constructed under USACE Permit SWG-2000-02888. HDR understands this permit is currently being amended by the GPB and another consultant. Timing of execution of the permit amendment may affect schedules in this proposal. HDR will not perform any local, state, or federal regulatory or environmental coordination.

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- Initial review of the borrow areas including USACE Permit SWG-2000-02888 and the expected fill density for the beach nourishment indicate the project may be challenging to construct and potential construction contractor interest may be low. HDR cannot guarantee GLO will receive construction proposals.
- It is HDR's understanding that all necessary Section 408 coordination with USACE has been performed during the permit application period. This proposal does not include any formal Section 408 coordination. Coordination included in this proposal is limited to the coordination specified in Task 1.
- This proposal assumes a construction contract lasting 5 months, with up to 4 months of active construction and one month for mobilization and demobilization. This does not include timelines for construction of the Babes Beach FEMA repairs project.
- 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.
- A beach profile survey performed in 2023 will be provided to HDR by the Galveston Park Board at the time of Notice to Proceed.
- This scope of work does not include borrow area investigations such as volume calculations, geotechnical assessments, analytical/chemical testing, or sand compatibility evaluations. Information on borrow areas will be provided by GLO and or obtained from investigations performed in WO D863.
- This proposal assumes construction will be performed using only one of the borrow areas shown in the USACE Permit. If the contractor chooses to use multiple borrow areas additional coordination and submittal review may be required.
- The fee for this Scope of Work assumes the proposed fee for the Babes Beach Hurricane Harvey FEMA Repairs (CEPRA 1670) will be approved and executed during the same time as the Historic Seawall Hurricane Harvey FEMA Repairs project. Several of the fee items assume travel and effort is split between the two



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projects. Accordingly, if both projects are not executed simultaneously HDR will require additional fee.

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 **\$450,488**. 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 and HDR Schedule of Rates No. 1-24 GLO. This proposal is valid for 90 days.

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Task	Approximate Amount per Task
Task 1 – Engineering Design and Construction Proposal Package	\$153,091
Task 2 – Construction Proposal Solicitation Assistance	\$12,726
Task 3 – Construction Administration Services	\$238,517
Task 4 – Environmental Training Allowance	\$11,956
Task 5 – Coastal Boundary Survey	\$34,198
<b>Total Proposed NTE Budget for This Work Order:</b>	<b>\$450,488</b>

Sincerely,

HDR ENGINEERING, INC.



Philip J. Blackmar, P.E.  
Coastal Team Lead  
Professional Associate



David C. Weston  
Managing Principal  
Vice President

## 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**

**STATUTORY U.S. LONGSHORE AND HARBOR WORKERS' INSURANCE**

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

Insurance Certificates must:

- (a) be submitted to [insurance@GLO.TEXAS.GOV](mailto:insurance@GLO.TEXAS.GOV)
- (b) **prominently display "GLO Contract No. 22-004-014 and Work Order No. E674."** 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>						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	<input type="checkbox"/>	<input type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A				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)

**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