



WORK ORDER NO. E796
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. E796** ("Work Order").

I. PROJECT DESCRIPTION

- a) Provider shall perform, or cause to be performed, engineering services for Dana Cove and Pirates Cove Marsh Shoreline Protection Project ("the Project"), as described in Provider's Proposal attached hereto as **Attachment A**.
- b) Provider must perform all work in accordance with the Contract and all its Attachments; the Solicitation; the Solicitation Response; and this Work Order and all its Attachments.

II. INSURANCE

- a) Prior to commencing work or incurring any charges under this Work Order, Provider must submit directly to the GLO Contract Management Division, certificates of insurance in the amounts required for the Project and in strict conformance with the requirements of **Attachment B** of this Work Order, Required Insurance and Form.
- b) Provider must submit certificates of insurance to the GLO Contract Management Division at the email address: insurance@glo.texas.gov. Submission by any other means may delay the Project.
- c) The GLO shall notify Provider of deficient certificates and specify a period of time for Provider to correct deficiencies. If Provider does not obtain acceptable insurance within the time specified, the GLO may, in its sole discretion, declare this Work Order void.

III. TASKS, DELIVERABLES, AND DELIVERABLE DUE DATES

Provider must perform all tasks and submit all deliverables in strict conformance with **Attachment A**. Provider must submit all deliverables in accordance with the due dates/schedules established in **Attachment A**, or as directed by the GLO if no due date or schedule is established in **Attachment A** for a given deliverable.

IV. COMPENSATION AND REIMBURSEMENT

- a) The total compensation due to Provider for services performed and costs incurred pursuant to this Work Order is not to exceed **\$290,656.00**.
- 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. E796 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. E796
UNDER GLO CONTRACT NO. 22-004-014**

GENERAL LAND OFFICE

HDR ENGINEERING, INC.

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

Chief Clerk and Deputy Land Commissioner

Date of execution: 9/27/2024

Signed by:
David Weston
F7F50D853B654FD...
Name: David weston

Title: vice President

Date of execution: 9/27/2024

OGC 


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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



July 2, 2024
August 9, 2024 (Rev01)

MCN10403841

Ms. Kelly Brooks
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 DANA COVE AND PIRATES' COVE SHORELINE PROTECTION PROJECT, GALVESTON, TX

Dear Ms. Brooks:

Thank you for inviting HDR to submit this proposal for professional services for the Dana Cove and Pirates' Cove shoreline protection project in Galveston, Texas. The project location is shown in Figure 1. Our proposed scope of services and fee are described below.



Figure 1. Project Location.

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SCOPE OF SERVICES

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

- Task 1 – Data Collection and Coastal Boundary Survey
- Task 2 – Permitting
- Task 3 – Engineering Design and Construction Proposal Package

These tasks are outlined in more detail below.

Task 1: Data Collection

The overall purpose of the data collection effort will be to support the permitting and engineering design described in more detail under Tasks 2 and 3. Data collection will include a desktop component and a field data component. The desktop component will consist of gathering and compiling existing, readily-available site information including data on tides, wind, bathymetry, and geotechnical conditions at the project site.

In addition to the desktop component, a project kick-off meeting will be held virtually using Microsoft Teams or another suitable platform. The meeting will help formalize project goals, lines of communication, the data collection plan, schedule, construction budget, design parameters, and any special invoicing requirements for this project. Based on the kickoff meeting and review of existing data, HDR will finalize our fieldwork plan and perform data collection associated with the following sub-tasks:

1.1 Surveying

Surveying will be performed within the area shown in Figure 2 and will consist of bathymetric and magnetometer surveys. The bathymetric survey will support project design including wave numerical modeling under Task 3. The magnetometer survey will help identify potential underground obstructions and/or hazards within the proposed project limits.



Figure 2. Proposed Survey Limits.

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Surveying will be performed following U.S. Army Corps of Engineers (USACE) standards for hydrographic surveying as applicable. Specifically, the survey will follow "Other General Surveys and Studies (Coastal Engineering Surveys)" in USACE Engineering Manual (EM) 1110-2-1003. Quality control and quality assurance procedures presented in the EM will be followed where applicable. The surveys will originate and close from control points published by the National Spatial Reference System, National Geodetic Survey, USACE, or local authority. Survey transects will be spaced approximately 50 ft. Single beam bathymetry data collection will extend to a water depth of 2 ft, then wading surveys using RTK GPS will complete the transects in shallow areas. Points along the transects will be spaced no greater than 10 ft and will capture significant grade breaks. Elevations will be referenced to NAVD88 (G-18).

A magnetometer will be utilized to help identify the location and magnetic signature of potential contacts in the area. Transects will be spaced 50 ft. The data will be processed for a gamma contour map and anomaly report. The horizontal accuracy of the magnetometer survey will be plus or minus 5 feet.

1.2 Geotechnical Assessment

Four borings will be performed along or near the alignment of the proposed shoreline protection. The borings will be advanced to termination depths of 10 feet below the mudline or the depth of refusal (i.e. where shell or a hard sand layer is encountered), whichever is less. Field strength tests will be performed at each sampling depth at the boring locations. Disturbed soil samples will be collected by means of a sediment sampler or hand auger at each of the four boring locations. Hand-held static cone penetrometer or torvane soil strength shear testing will be performed at each sampling depth.

Laboratory tests will include:

- Moisture content (ASTM D2216)
- Atterberg Limits (ASTM D4318)
- Sieve Analysis (ASTM D6913)

In addition to the field laboratory testing, a geotechnical data report will be prepared consisting of the following:

- Site and project description,
- Description of the field exploration and laboratory testing,
- Summary table of the laboratory test results,
- Boring location plan,
- Boring logs,
- Short- and long-term settlement calculations for the shoreline protection.

1.3 Coastal Boundary Survey

Because the envisioned project involves placing material in state-owned submerged lands, a State of Texas Coastal Boundary Survey will be required along the adjacent shoreline. The survey will be performed to encompass approximately 1.2 miles of coastal boundary to include areas within and to either side of the proposed shoreline

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protection. 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 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 GLO as required for final submission of the plat and report.

Task 1 Schedule:

HDR will endeavor to complete Tasks 1.1 and 1.2 within 120 calendar days from the Notice to Proceed. HDR will also endeavor to complete Task 1.3 for submittal of the draft CBS to GLO within 120 calendar days from the Notice to Proceed. The timeline for GLO's acceptance 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 1 Deliverables:

- Notes from kickoff meeting (PDF format).
- Survey data provided in ASCII xyz file format, and within the construction drawings described under Task 3. Stand-alone survey drawings will not be provided.
- Geotechnical results will be provided in a geotechnical data report containing borings logs, sieve analysis results, and settlement analysis.
- Signed and sealed Final plat of Coastal Boundary Survey on mylar as required by the GLO, copies in the format required by Galveston County
- Report of Coastal Boundary Survey

Task 2: Permitting

HDR's environmental staff will conduct a site visit to determine the presence of waters of the U.S. (WOTUS), including special aquatic resources such as wetlands, seagrass, or oysters within or directly adjacent to the proposed shoreline protection area shown in Figure 2. If WOTUS or special aquatic resources are present within the survey area, they will be delineated to determine the acreage of permanent and temporary impacts that could occur from the project. The delineation will be performed following USACE's 1987 Wetland Delineation Manual and Atlantic and Gulf Coastal Plain Regional Supplement (Version 2.0) following current guidance for jurisdictional determinations. Delineation data points will be collected using a GPS capable of submeter accuracy and following the USACE Galveston District GPS Standard Operating Procedures. A passive habitat survey and the presence/absence of protected species survey will be performed during the site visit. WOTUS information from this survey will be summarized in a Wetland Delineation and Seagrass and Oyster Survey Report, and habitat/species information will be summarized in the permit application cover letter and associated species review attachment. HDR's environmental staff will provide a draft Wetland Delineation Report to the GLO for one round of review and comment.

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HDR will also conduct a basic desktop database review of the Texas Historical Commission's (THC's) Archeological Sites Atlas, Historical Sites Atlas, and historical records at the GLO to determine the presence or absence of previously recorded cultural resources within the shoreline protection area and a 1-mile buffer. The records search will define previous cultural resources management projects, archaeological sites, National Register properties, cemeteries, historic markers, or other cultural resources within the project or the surrounding buffer area. Additionally, HDR will consult data from the U.S. Department of Agriculture Natural Resources Conservation Service Soil Service, the Geologic Map of Texas, and the Texas Department of Transportation's Potential Archaeological Liability Maps to assess the potential of the project area for containing preserved archaeological deposits. HDR will also review historical maps and aerial photography to identify potential historic-age archaeological sites and architectural resources and document the degree of landscape modification that has occurred since the early twentieth-century period.

Following completion of the environmental site visit, HDR will request and participate in one pre-application meeting with USACE or a Joint Evaluation Meeting (JEM) with USACE, Texas General Land Office (GLO), and other agencies. Prior to the meeting HDR will prepare a PowerPoint presentation containing the meeting agenda with exhibits showing the design concept and any environmental impact or avoidance areas. After the meeting and review by the GLO, HDR will prepare a pre-construction notification (PCN) with attachments to meet the conditions of Nationwide Permit (NWP) 27. Verification under a NWP 27 is typically provided within 6 to 9 months. After the JEM and permit design review, if an Individual Permit (IP) is more likely to be required for Section 404/10 permitting based on USACE feedback and/or review of the project design, HDR will compile an IP application. The IP application will include PCN documents as well as additional information to meet USACE regulations. An IP application is placed on a 30-day public notice period after which HDR would assist the GLO with responses to comments. Verification under an IP typically requires more time and may take 12 months or longer.

HDR will submit the draft NWP 27 or IP application to GLO for one iteration of reviews and response to comments.

The application and attachments for a Nationwide Permit 27 PCN consist of the following:

- Cover Letter
- Permit Exhibits
- PCN ENG Form 6082
- Wetland Delineation Report
 - o Includes Representative Site Photos
- Magnetometer/RRC Survey
- PJD Form
- TCMP Consistency Statement
- USFWS IPAC and Species Table Review
- Abbreviated EFH Assessment
- Abbreviated Cultural Resources Assessment
- Supplemental Information for Ecological Reference Site
- Agency Coordination and Response to Comments

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If USACE requires an IP instead of a NWP, HDR will revise the Nationwide Permit 27 PCN application as outlined below:

- ENG Form 4345 replaces PCN ENG Form 6082
- TCEQ 401 Water Quality Certification
- Alternatives Analysis
- Habitat Protection Map replaces Supplemental Information for Ecological Reference Site
- Compensatory Mitigation Plan (if necessary)
- Agency Coordination and Public Notice Response to Comments

HDR understands the permit applicant will be the local property owner's association (POA). HDR will serve as "authorized applicant agent" on the application, track processing of the application once it has been submitted to USACE, and respond to requests for additional information from USACE and/or resource protection agencies. However, HDR will not report directly to the POA; all communication with the POA will be through GLO.

Task 2 Schedule

HDR will endeavor to prepare and submit the draft PCN/IP to GLO within 60 calendar days from the JEM.

Task 2 Deliverables

- Habitat Delineation Report (Draft and Final) (PDF)
- Pre-Application Meeting or JEM PowerPoint and Meeting Notes (PDF)
- PCN or IP (Draft and Final) (PDF)

Task 3: Engineering Design and Construction Proposal Package

This task includes development of a proposal package for soliciting proposals for construction of the shoreline protection. Specific sub-tasks are discussed below.

3.1 *Design Kickoff Meeting*

Prior to commencing detailed design, HDR will facilitate a design kickoff meeting with GLO and other members of overall project team to discuss results of the data collection effort; habitat avoidance locations; construction budget; review of environmental restrictions; and public coordination. It is understood that any needed coordination with the POA will be performed by GLO.

3.2 *Shoreline Protection Design*

HDR will develop and analyze up to three shoreline protection concepts for protecting existing wetlands from wind-generated waves that propagate to the project area from West Bay and Delehide Cove. Shoreline protection concepts may include a traditional breakwater, a low-crested reef breakwater, a living shoreline, or other alternatives. The shoreline protection alignment will be analyzed by developing a two-dimensional spectral or phase-resolved wave numerical model that considers wave reflection from the breakwater at Galveston Island State Park. The numerical model will not include boat wake. Model output will be applied to refine the shoreline protection limits and alignment, perform stability analysis for wave loads, and perform wave transmission analysis. A conceptual-level opinion of probable construction cost will be developed for up to three concepts. Results of the analysis will be presented in a design concept

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memorandum. The memorandum will initially be submitted to GLO in draft format. After receipt of GLO's review comments, HDR will submit a final memorandum.

3.3 *Design Review Meetings*

HDR will participate in up to two design review meetings (to be held virtually) to review design issues and coordinate project details with GLO. HDR will prepare agenda and handouts, facilitate meetings, and issue meeting notes to GLO following meetings.

3.4 *Construction Proposal Package*

This task consists of the preparation of a Proposal Package 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 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 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.

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 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 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 4.

Task 3 Schedule

HDR will endeavor to complete Task 3 within 210 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.

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Task 3 Deliverables

- Design Kickoff Meeting Notes (PDF)
- Design Concept Memorandum (Draft and Final) (PDF)
- Design Review Meeting Notes (up to two) (PDF)
- 70%, 100%, and Final Proposal Documents (PDF)
- 70%, 100%, and Final Opinion of Probable Construction Cost (PDF)

ASSUMPTIONS AND LIMITATIONS

- The goal of the shoreline protection will be reduced erosion of existing wetlands. The shoreline protection will not be designed to protect uplands or adjacent property.
- HDR's scope of services excludes bidding and construction phase services.
- HDR's scope of services excludes meetings with the POA.
- Except for the Coastal Boundary Survey, this proposal does not include property boundary determination and/or negotiations (easements, ROW's, property boundaries, etc.).
- No cultural resources field data collection or assessment will be performed.
- Should an IP be necessary and USACE requires a compensatory mitigation plan, HDR will include a conceptual compensatory mitigation plan with the IP application. However, detailed design of a compensatory mitigation project is not included in this scope of services.
- Should an IP be necessary, Section 401 water quality certification will be completed.
- NWP or IP application would include one (1) additional information request and one (1) round of agency/public notice response to comments.
- Scope excludes coordination of a state land-use lease or easement from the State of Texas.
- Both the GLO and HDR agree that the permitting process is beyond the control of either party and is largely subject to the availability and responsiveness USACE and other agencies. GLO recognizes that permits may not be issued and agrees to pay all applicable fees regardless of whether permits are issued.
- Both the GLO and HDR agree that the review by GLO and acceptance by Galveston County of the Coastal Boundary survey beyond the control of either party and is largely subject to the availability and responsiveness GLO and County. GLO recognizes that survey may not be accepted by the County and agrees to pay all applicable fees regardless of whether the County files the survey.
- 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

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timing during construction. A storm impact may also require performing a new Coastal Boundary Survey. HDR will coordinate with GLO regarding additional services that may be required subsequent to storm impact.

FEE

HDR proposes to provide these services on a time and materials basis for a total not-to-exceed (NTE) amount of **\$290,656**. A summary of the estimated amount for each major task is listed below. All services and billing will be performed in accordance with our 1-24 GLO Schedule of Rates and the provisions of Professional Services Contract 22-004-014 between GLO and HDR. This proposal is valid for 90 days.

Task	Approximate Amount per Task
Task 1 – Data Collection and Coastal Boundary Survey	\$58,958
Task 2 – Permitting	\$78,528
Task 3 – Engineering Design and Construction Proposal Package	\$153,170
Total Proposed NTE Budget:	\$290,656

We look forward to supporting 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

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

Attachment B
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2 pages plus certificate

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. E796."** 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	<div style="border: 2px solid red; padding: 5px; display: inline-block;">Required form of Insurance</div>		CONTACT NAME:		
			PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:				
	INSURER B:				
	INSURER C:				
	INSURER D:				
	INSURER E:				
INSURER F:					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE