



WORK ORDER NO. E574
UNDER GLO CONTRACT NO. 22-004-022

Pursuant to **GLO CONTRACT NO. 22-004-022** ("Contract") between the **GENERAL LAND OFFICE** ("the GLO") and **MOTT MACDONALD, LLC** ("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. **E574** ("Work Order").

I. PROJECT DESCRIPTION

- a) Provider shall perform, or cause to be performed, services for CEPRA 1704 National Wildlife Refuge Texas Point beach nourishment ("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 **\$975,138.00**.
- 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. E574 under GLO Contract No. 22-004-022."**

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 April 30, 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

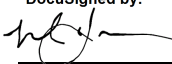
- a) This Work Order amends and forms a part of the Contract, all provisions of which not amended herein remain in force and effect.
- b) Except as otherwise expressly provided in this Work Order, terms defined in the Contract have the same meanings in this Work Order.
- c) If the Contract, this Work 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

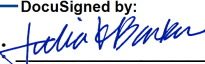
**SIGNATURE PAGE FOR WORK ORDER NO. E574
UNDER GLO CONTRACT NO. 22-004-022**

GENERAL LAND OFFICE

MOTT MACDONALD, LLC

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Mark A. Havens, Chief Clerk


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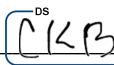
Name: Julia Barker

Title: Senior Vice President

Date of execution: 3/31/2024

Date of execution: 3/29/2024

OGC 

PM 


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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



March 10, 2024

10415 Morado Circle, Bldg 1, Ste 300
Austin, TX 78759

T 512-342-9704 F 512-342-9708
mottmac.com

Ms. Kelly Brooks
Texas General Land Office
1700 North Congress Ave.,
Austin, TX 78701
512-463-2198

RE: Scope of Services Rev1 - Texas Point NWR Beach Nourishment

Ms. Brooks:

Mott MacDonald (Provider) is pleased to submit this scope of work to continue the engineering, design, permitting and bid-phase services for the CEPRA Project No. 1704 Texas Point NWR Beach Nourishment project. The work outlined in this scope of work consists of data collection, regulatory permitting, engineering design and construction solicitation package, and construction proposal solicitation. The detailed scope for each task, along with the expected timeline and deliverables are listed in the following five tasks.

SCOPE OF SERVICES: TASKS, SCHEDULES, and DELIVERABLES

TASK 1: NEW DATA COLLECTION

This task is required to develop a reliable database of physical data and available knowledge relevant to the project site. The data collected will be used as the basis for design of project elements.

Sub-task 1.1 – Coastal Boundary Survey

Texas State Coastal Boundary Survey will be performed for the purpose of evidencing the location of the shoreline at the project site. Research at the Texas GLO (General Land Office) will be completed. An initial discussion with the survey division of the GLO will be scheduled to determine if there are any other issues at the site. An on the ground survey will then be completed to determine the boundary. The appropriate lines will be calculated, and preliminary plat and report will be compiled and submitted. The horizontal and vertical datums to be used for collecting the data will be NAD 83 Texas South Central Zone, US feet and NAVD88 respectively. Mott MacDonald will coordinate with the sub-contractors to complete the survey and complete a sufficiency review for the final products.

Sub-task 1.1 Schedule: 6 month prior to completing the construction solicitation package

Sub-task 1.1 Deliverables: Report of the Coastal Boundary Survey



Sub-task 1.2 – Sabine Pass Geotechnical Data Collection and Analysis

The purpose of the geotechnical data collection and analysis is to develop sufficient information regarding soil conditions at the temporary mooring area for design and also do basic contamination testing of the soil in the mooring area. New geotechnical data will be collected at the project site and will include:

1. Two (2) borings adjacent to Sabine pass in the eastern temporary mooring area will be collected to depths of 50-ft below mudline for the design of a temporary mooring dolphin/pile. Laboratory testing will be in accordance with American Society of Testing Materials (ASTM) International standards and will include tests required to define the soil properties needed to perform the pile capacity analysis.

2. Four (5) representative media samples: three (3) composite sediment samples plus one (1) duplicate composite sample and one (1) water quality sample plus and equipment blank and a trip blank will be collected for sampling of the material for contamination testing. The media samples will be tested for constituent list applicable to southeast Texas which includes metal, semi-volatile organics (SVOCs), total petroleum hydrocarbon (TPH), total organic carbon (TOC), percent solids/water, pesticides, pH, polychlorinated biphenyls (PCBs), and ammonia.

Mott MacDonald will coordinate with the sub-contractors to develop the data collection program, send an engineer on site during the data collection to provide oversight, and once the data and report is received, conduct a sufficiency review to ensure that the data is complete. Mott MacDonald will also coordinate with the permitting agencies to ensure the material sampling and testing data is sufficient to obtain any necessary permits for material placement of dredged material from the Sabine Pass on the project template.

Sub-task 1.2 Schedule: 4 months from NTP to subcontractor

Sub-task 1.2 Deliverables: Technical memorandum summarizing the results of all the data collection efforts listed in Task 1.2 and completed geotechnical analysis, delivered electronically in PDF format via email.

Sub-task 1.3 – Texas Point Shoreline Geotechnical Data Collection and Analysis

The purpose of the geotechnical data collection and analysis is to develop sufficient information regarding soil conditions and strength along the Texas Point NWR shoreline for design of beach fill placement material and defining any construction constraints. Due to extremely soft soils in the upper portion of the soil profile, the previous geotechnical data collection program had to use conservative judgement to characterize the in-situ strength and compressibility characteristics of the top 20 to 30 ft of soft foundation soils that is of most significance for the short and long-term stability and settlement of the proposed beach and dune. This resulted in recommendations that may impact the required construction methods which would slow construction and therefore increase overall construction price.



In order to better refine the certainty of these characteristics, desktop-based analysis will be conducted using the data previously collected and empirical relationships to predict the expected settlement and design considerations for beach and dune fill placement. If the desktop-based analysis does not yield conclusive recommendations or yields similar conservative recommendations, new geotechnical data will to be collected at the project site. It will include cone penetration test (CPT) explorations at seven (7) locations to a depth of 40-ft below existing grade or mudline. The CPT data obtained will be processed into sounding logs showing conventional parameters such as side resistance, tip resistance, pore pressure and derived geotechnical parameters such as undrained shear strength, angle of friction and other applicable parameters. This data will provide better certainty on the soil characteristics and resulting soil stability and settlement analysis will be completed using the collected geotechnical data from the CPT exploration to provide more certain recommendations required for construction.

Mott MacDonald will coordinate with the sub-contractors to develop the data collection program, send an engineer on site during the data collection to provide oversight, and once the data and report is received, conduct a sufficiency review to ensure that the data is complete. Further, Senior Geotechnical Engineer from Mott MacDonald will review the findings and analysis report from the sub-contractor for completeness and to ensure appropriate analysis has been conducted and findings documented such that the report can be shared with the contractors during the project bidding phase.

Sub-task 1.3 Schedule: 4 months from NTP to subcontractor

Sub-task 1.3 Deliverables: Technical memorandum summarizing the results of all the data collection efforts listed in Task 1.3 and completed geotechnical analysis, delivered electronically in PDF format via email.

TASK 2: REGULATORY SUBMITTALS AND PROCESSING

This task includes all work required to seek the applicable regulatory permits associated with the construction of the Texas Point Beach Nourishment Project.

Sub-task 2.1 – Temporary Mooring Area Marine Cultural Resources Assessment

Marine cultural resources assessment is required for the portions of the pipeline corridor and the eastern mooring area within the waters of the State of Louisiana. The Provider's team will write a project coordination letter requesting comment on the project's regulatory obligations under Section 106 of the National Historic Preservation Act of 1966, as amended (Section 106). And as needed the Antiquities Code of Texas (ACT) and the Louisiana Administrative Code (LAC).

It is anticipated that the coordinating agencies will require a survey of the eastern mooring area that has not previously been subject to survey. The Provider's team will conduct a marine phase I survey of the approximately 33.4 acre area east of the Sabine Pass jettied in the Sabine Pass channel. Following field investigations the Provider's team will process all field-generated data.



A summary of the data, with an assessment of survey area cultural resource constraints and specific archaeological recommendations concerning any geophysical anomalies and potential cultural landforms identified by the survey will be presented in a Marine archaeological Resource Assessment Report.

Mott MacDonald will coordinate with the sub-consultants to develop the cultural resources data collection program, provide coordination as needed between different team partners and stakeholders for the project, review the report and coordinate with the environmental subconsultants to include this report in the overall permitting package.

Sub-task Task 2.1 Schedule: 6 months from NTP. This schedule is dependent upon the level of agency's review and coordination and therefore is subject to change.

Sub-task 2.1 Deliverables: Report supporting the Section 106 permit.

Sub-task 2.2 – Environmental and Ecological Compliance

Mott MacDonald will coordinate with USACE and project stakeholders to obtain the required regulatory permits for the project. They will also coordinate with the subconsultants to complete the different tasks for regulatory permitting. This includes and is not limited to providing the project details and coordination as needed to the environmental subconsultants to produce documents for permitting, helping the subconsultants respond to any public comments received from the USACE Public Notice, coordinating with the subconsultants doing the seagrass/oyster survey, and incorporating any necessary details from the permitting process in the project drawings.

Sub-task 2.2.1 NEPA Environmental Assessment

The Texas Point Beach Nourishment Project will involve two separate federal agency actions requiring NEPA compliance:

1. The Bureau of Ocean and Energy Management (BOEM) entering into a Non-competitive Agreement with the USFWS Texas Point NWR for use of Outer Continental Shelf (OCS) sand sources.
2. USFWS placing sand along the shoreline of the Texas Point NWR to nourish the beach and protect Refuge resources further inland.

According to Tim Cooper, Texas Chenier Plan NWP Complex Manager, USFWS and BOEM has entered enter into a Cooperating Agency Agreement, which allows USFWS to take the lead on this project and allow one agency to cover both actions.

Subconsultants drafted the majority of the Environmental Assessment (EA) prior to incorporation of the East and West either/or Sabine Pass mooring area options into the project design. The current draft of the EA only analyzes two alternatives: the Preferred Alternative and



the No Action Alternative. The subconsultants are waiting on feedback from Tim prior to finalizing the draft of the EA.

Sub-task 2.2.1 Schedule: Draft EA submitted within 2 month from direction from USFWS. It is assumed that the agency review will take up to 2.5 months. Final EA will be submitted within 2 months of completion of agency review (estimated to be 22 months from NTP). This schedule is dependent upon the level of agency's review and coordination and therefore is subject to change.

Sub-task 2.2.1 Deliverables: Draft EA and Final EA

Sub-task 2.2.2 Waters of the U.S. and Wetlands Delineation, Threatened and Endangered Species (Section 7 Consultation), and Colonial Nesting Waterbird Survey

The subconsultants prepared a Biological Assessment (BA) prior to incorporation of the East and West either/or Sabine Pass mooring area options into the project design. The current draft of the BA has been reviewed by both BOEM and USFWS, and subconsultants have incorporated the agencies' initial comments/changes into the draft; however, the draft was never finalized or sent to NMFS to initiate consultation because USFWS was coordinating with the Ecological Services Office on effect determinations. Subconsultants are updating the document to accurately describe the project as currently proposed while waiting for guidance from USFWS.

The subconsultants conducted a field delineation of waters and wetlands of the US and a threatened and endangered species habitat assessment in June of 2022 and prepared technical reports documenting findings. They revised the wetland delineation report since June to incorporate project design/footprint modifications as the project design evolved. Subconsultants are currently revising the delineation and habitat assessment reports to incorporate the East and West Sabine Pass mooring areas, proposed pipeline trench, and Western staging area and will finalize these documents for submittal with the USACE permit application.

The Ecological Services Office (ESO) reviewed the preliminary draft of the BA and provided comments and feedback. Mott MacDonald, USFWS, DESCO, BOEM, and the GLO participated in a call to discuss the ESO's comments/concerns. Subconsultants incorporated the majority of the comments into the current draft of the BA, and USFWS has been coordinating with the ESO to address the remainder of the comments and come to an agreement on appropriate species effect determinations. Subconsultants are waiting for guidance from Tim Cooper to finalize the draft BA.

The subconsultants initially assumed the project would be able to utilize the Gulf of Mexico hopper dredging regional biological opinion (GRBO) and require minimal coordination for formal NMFS Section 7 consultation; however, based on coordination with BOEM and the USACE, use of the GRBO will not be allowed and formal consultation will be required.

Based on initial feedback from the USACE and the ESO, subconsultants no longer believes colonial nesting waterbird survey will be necessary as part of the permitting phase of operations. If colonial nesting waterbird surveys are necessary, the surveys would likely be required just



prior to construction and/or completed by compliance monitors during construction.

The subconsultants prepared an Essential Fish Habitat Assessment prior to incorporation of the East and West either/or Sabine Pass mooring area options into the project design. The current draft of the EFH Assessment was reviewed by USFWS and BOEM, and subconsultants incorporated the agencies' initial comments/changes into the draft. The draft has not yet been sent to NMFS to initiate consultation under the Magnuson-Stevens Act because the document was placed on hold awaiting a final project design. The subconsultants are updating the document to accurately describe the project as currently proposed.

Sub-task Task 2.2.2 Schedule: Maps showing the location of waters of the U.S. and wetlands, a waters and wetlands delineation report, and maps showing general locations of habitat types based on aerial photography and field survey submitted within 6 months of NTP. Draft BA report submitted to USFWS and NMFS within 6 months of NTP. Final BO and permission to use GRBO submitted within 12 months of NTP. This schedule is dependent upon the level of agency's review and coordination and therefore is subject to change.

Sub-task 2.2.2 Deliverables: Maps showing the location of waters of the U.S. and wetlands, waters and wetlands delineation report, maps showing general locations of habitat types based on aerial photography and field survey, BA report with subsequent issuance of BO by USFWS and permission to utilize GRBO by NMFS, map showing location of colonial waterbird nesting sites, if present.

Sub-task 2.2.3 Seagrass and Oyster Survey

During the JEM meeting, TPWD expressed concerns and the need for a seagrass and oyster survey. However, since that meeting, the project footprint has changed. If the TPWD still comments that a seagrass and oyster survey is required, this task will be completed and incorporated in the overall permit documents.

Sub-task Task 2.2.3 Schedule: Survey to be completed within 3 months of NTP and the report will be submitted within 1 month of completion of survey.

Sub-task 2.2.3 Deliverables: Seagrass/Oyster Survey Report

Sub-task 2.2.4 Bureau of Ocean Energy Management Non-Competitive Negotiated Agreement

In order for the Texas Point NWR to enter into a Non-competitive Negotiated Agreement (NNA) with BOEM for use of OCS sand sources, a NNA application will be developed and submitted to BOEM along with the Final EA (prepared under Sub-task 2.2.1), preliminary cultural and historical resource findings (prepared under Sub-task 5.1), and the USFWS BA (prepared under Sub-task 2.2.2). This task includes coordination with BOEM to seek issuance of the NNA.

Sub-task Task 2.2.4 Schedule: NNA submitted within 1 month of completion of cultural resources assessment (sub-task 5.1), NEPA Environmental Assessment (sub-task 2.2.1), Biological



Assessment (sub-task 2.2.2), and preliminary design (sub-task 6.1). It is assumed that BOEM will take 3 months to review and approve the NNA (estimated to be 24 months from NTP). This schedule is dependent upon the level of agency's review and coordination and therefore is subject to change.

Sub-task 2.2.4 Deliverables: BOEM NNA Application

Sub-task 2.2.5 U.S. Army Corps of Engineers-Regulatory

In order to initiate the permitting process, a pre-application meeting and Joint Evaluation Meeting (JEM) was held with the USACE-Galveston District and other local, state, and federal resource agencies. During these meetings, the proposed project was discussed, and feedback obtained before the submittal of the USACE permit application. Subsequently, a USACE Individual Permit (IP) permit application, including a cover letter, permit application form (ENG Form 4345), permit drawings, alternatives analysis, and other relevant documents were submitted to USACE for review and processing.

Once USACE places the project on 30-day PN, a Response to Comments document will be developed and submitted to USACE to address resource agency and public concerns. Coordination with USACE will be accomplished to seek issuance of the IP.

Sub-task Task 2.2.5 Schedule: The Response to Comments document addressing the comments received during the 30-day PN will be submitted within 1 month of receiving the comments. It is assumed that it may take up to 12 months to get the final USACE permit post submission of Response to Comments document (estimated to be 26 months from NTP). This schedule is dependent upon the level of agency's review and coordination and therefore is subject to change.

Sub-task 2.2.5 Deliverables: Waters and wetlands delineation report, USACE pre-application meeting notes, JEM notes, USACE permit application submittal, Response to Comments to 30-day PN, USACE IP

Sub-task 2.2.6 Texas General Land Office-Coastal Lease

If required, a Texas General Land Office (GLO) Coastal Lease (CL) application will be developed and submitted to GLO for review. The lease application will include a lease application form and project drawings. Coordination with GLO will be accomplished to seek issuance of the CL for portions of the project located on state-owned submerged land.

Sub-task Task 2.2.6 Schedule: GLO application to be submitted within 2 weeks from the completion of preliminary design (sub-task 6.1). It is assumed that it may take up to 3 months for the review, coordination, and issuance of CL (estimated to be 19 months from NTP). This schedule is dependent upon the level of agency's review and coordination and therefore is subject to change.

Sub-task 2.2.6 Deliverables: GLO CL application



TASK 3: ENGINEERING DESIGN AND CONSTRUCTION SOLICITATION PACKAGE

This task will progress the design from the preferred alternative to the preliminary (30%) design and then 70% and 100% design package as intermediate milestones, and end with a complete set of Construction Documents.

Sub-task 3.1 – 30% design package

Preliminary (30%) design of the selected alternative will be performed. Preliminary design will include developing project layout and cross-sections of both the borrow site and placement site. The preliminary design of the borrow site includes preliminary cut locations, depths, and components to support sediment delivery and fill procedures. The preliminary fill site design will include geometrical parameters such as nourishment template extents, berm elevation, berm width, berm seaward slope, and if applicable dune crest height, dune crest width, dune side slopes, and template end transitions. Additionally, cut and fill volumes will be calculated.

Preliminary (30%) design plans will be developed and submitted. The plans will include borrow, fill, and quantity estimates, and preliminary project layout, and will contain sufficient information and detail to be used for permitting actions. An opinion of the probable construction cost will be prepared for the 30% design.

A preliminary design report will be prepared. The report will summarize the review of existing data and describe the new field data collected in coordination with the GLO. The report will include preliminary delineation of project features, including borrow areas. Additionally, the report will identify all project components that may have a significant impact on project execution, permitting, and costs. The report will present the results of the engineering analysis, including approach, methodology, and proposed features and evaluation results. The preliminary report will be submitted to the GLO for review and will be re-issued with incorporated comments and suggestions.

Sub-task 3.1 Schedule: 6 months from NTP; including 1 month of GLO review and coordination.

Sub-task 3.1 Deliverables:

- Preliminary Design Report
- Preliminary Design Plans
- Preliminary Design Cost Estimate



Sub-task 3.2 – 70% design package

The Provider will develop plans and technical specifications to a 70% design level along with a cost estimate. This task will use previous information and 30% design along with GLO and project team feedback to develop the 70% design.

A 70% Construction Bid Package will be developed. Technical specifications, construction level drawings, and construction cost estimates (PS&E) will be developed for the proposed work. Drawings will consist of an overall project site plan, area site plans, cross-sections, and detail sheets. A 70% level completion set of technical specifications and construction drawings will be submitted for review and comment. Comments from the 70% review will be incorporated and the PS&E finalized for 100% design package.

Sub-task 3.2 Schedule: 4.5 months from completion of 30% design package; including 2 weeks for GLO review and coordination.

Sub-task 3.2 Deliverables:

- 70% Design Plans
- 70% Technical Specification
- 70% Design Cost Estimate

Sub-task 3.3 – 100% design package

A 100% completion level set of Plans, Specifications, and cost estimate (PS&E) will be submitted. The 100% level submittal will consist of engineering drawings and technical specifications in CSI format, a construction cost estimate, and a construction schedule. Comments from the 100% review will be incorporated and the PS&E finalized for Construction bid package.

Sub-task 3.3 Schedule: 4.5 months from completion of 70% design package; including 2 weeks for GLO review and coordination.

Sub-task 3.3 Deliverables:

- 100% Design Plans
- 100% Technical Specification
- 100% Design Cost Estimate

Sub-task 3.4 – Construction Bid Package

A Construction Bid Package will be prepared and submitted to the GLO and will include contract documents (provided by GLO), final (stamped) engineering drawings, special conditions (as needed), technical specifications in CSI format, and a schedule of items to be bid upon by proposing contractors.



A post-construction monitoring plan will be developed in coordination with GLO and project stakeholders, based on the understanding of the coastal processes, the final design layout, and project goals.

Sub-task 3.4 Schedule: 6 weeks from the issuance of USACE permit and completion of 100% design package; including 2 weeks for GLO review and coordination (estimated to be 27 months from NTP).

Sub-task 3.4 Deliverables: Final Construction Documents

TASK 4: CONSTRUCTION PROPOSAL SOLICITATION ASSISTANCE

The Provider will assist the GLO during the proposal process by responding to prospective Respondent's questions and producing technical addenda as necessary. Provider will attend the pre-proposal conference at a location near the project site to discuss the project with prospective Respondents and inform Respondents of HUB requirements and project elements, and to answer questions. The Provider will submit conference minutes and an attendees list to the GLO. The Provider will also assist the GLO in awarding a construction contract by participating in the proposal evaluation process and making award recommendations to the GLO.

In developing the level of effort for this task, we have assumed two rounds of question and answer being prepared as well as 4 technical addenda developed. This is to establish a reasonable expected level of effort; effort in excess of this may require an additional budget to execute.

Task 4 Schedule: According to GLO proposal phase process (estimated to be 2 months once the project is bid).

Task 4 Deliverables:

- Technical agenda and presentation for pre-proposal conference.
- Respondent's questions and responses delivered electronically in PDF format via email.
- Any required addenda delivered electronically in PDF format via email.
- Proposal evaluations and non-disclosure forms delivered electronically in PDF format via email.

TASK 5: PROJECT ADMINISTRATION

The Provider's project manager will maintain consistent communication with team members, establishing a single point of contact between the client and the consultant team, managing a clear flow of information between different team members. The project manager will implement mechanisms for the facilitation of the flow of information and documentation. Weekly updates of the Provider's information management systems will be implemented to allow for the project manager to closely monitor project performance. The project manager will maintain frequent contact with task managers for monitoring technical work. During the first two weeks of the



project, a schedule of progress meetings will be established. The frequency of the meetings and attendants at the meeting will vary based on the stage of the project. Progress meetings with GLO and all sub-consultants will be set on an as need basis so that GLO is kept informed of the progress.

Task 5 Schedule: This task will be executed throughout the duration of the project.

Task 5 Deliverables: Monthly updates in the form of a progress report will be submitted to the Project Manager at the GLO. The progress report will summarize project status, scheduling concerns, and completion timeline, and action items required for the proposed execution of the project.

Fee Estimate

The total compensation due to the Provider for services provided or performed pursuant to this Work Order is no to exceed **NINE HUNDRED AND SEVENTY FIVE THOUSAND ONE HUNDRED AND THIRTY EIGHT DOLLARS (\$975,138)**. Expenditures shall be in accordance with the Project Budget below.

| | |
|---|------------------|
| Task 1. New Data Collection | \$235,872 |
| Task 2. Regulatory Submittals, and Processing | \$244,224 |
| Task 3. Engineering Design and Construction Solicitation Package..... | \$393,240 |
| Task 4. Construction Proposal Solicitation Assistance..... | \$31,149 |
| Task 5. Project Management..... | \$70,653 |
| Total Fee | \$975,138 |

Assumptions

- Vehicular access to the project site during the project kick-off and construction solicitation meetings will be provided by NWR.
- USACE Real Estate Outgrant application is not required to be submitted for this project.
- The data collection and permitting tasks assume that the sediment would not be delivered via offshore pipelines.

Please feel free to contact Arpit Agarwal at 512-615-0817 with any questions or if you require additional information.

Sincerely,

Arpit Agarwal, PE
Principal Coastal Engineer
Coast & Harbor Engineering
T: 512.615.0817
arpit.agarwal@coastharboreng.com

Amber Kirk, PE
Principal Project Manager
Mott MacDonald
T: 850.490.1209
amber.kirk@mottmac.com



BILLING RATES

| | 2024 | 2025 | 2026 |
|-------------------------------|------------------------|-----------|-----------|
| <u>Classification</u> | <u>Billing Rate/hr</u> | | |
| Principal Engineer II | \$ 372.00 | \$ 391.00 | \$ 411.00 |
| Principal Engineer I | \$ 313.00 | \$ 329.00 | \$ 345.00 |
| Senior Project Manager | \$ 294.00 | \$ 309.00 | \$ 324.00 |
| Project Manager | \$ 223.00 | \$ 234.00 | \$ 246.00 |
| Senior Project Engineer | \$ 270.00 | \$ 284.00 | \$ 298.00 |
| Engineer VII | \$ 223.00 | \$ 234.00 | \$ 246.00 |
| Engineer VI | \$ 202.00 | \$ 212.00 | \$ 223.00 |
| Engineer V | \$ 189.00 | \$ 198.00 | \$ 208.00 |
| Engineer IV | \$ 171.00 | \$ 180.00 | \$ 189.00 |
| Engineer III | \$ 155.00 | \$ 163.00 | \$ 171.00 |
| Engineer II | \$ 141.00 | \$ 148.00 | \$ 155.00 |
| Engineer I | \$ 135.00 | \$ 142.00 | \$ 149.00 |
| Specialist V / Designer V | \$ 189.00 | \$ 198.00 | \$ 208.00 |
| Specialist IV / Designer IV | \$ 180.00 | \$ 189.00 | \$ 198.00 |
| Specialist III / Designer III | \$ 170.00 | \$ 179.00 | \$ 188.00 |
| Specialist II / Designer II | \$ 155.00 | \$ 163.00 | \$ 171.00 |
| Specialist I/ Designer I | \$ 135.00 | \$ 142.00 | \$ 149.00 |
| GIS - CADD | \$ 123.00 | \$ 129.00 | \$ 135.00 |
| CADD Drafter | \$ 113.00 | \$ 119.00 | \$ 125.00 |
| Administrative | \$ 117.00 | \$ 123.00 | \$ 129.00 |

Billing rates subject to an annual escalation of 5% per year (rounded to nearest whole dollar).

Rates beyond the years shown will be adjusted accordingly.

Billing rates valid from January 1 through December 31 of the specified year.

- a. Subcontractors = Cost +10%
- b. Delivery = Cost
- c. Reproduction (Outside) = Cost
- d. Equipment and Misc. = Cost
- e. Mileage = State Rate
- f. Meals = State Rate
- g. Lodging = State Rate
- h. Rental Vehicle = Cost
- i. Air Fare = Cost
- j. Mylar Plots = we do not provide mylar plots
- k. Color Plots = \$7.85/SF
- l. Vellum Plots = we do not provide vellum plots
- m. Bond Plots = \$1.00/SF
- n. Xerox (8 1/2 x 11) = \$0.15/sheet
- o. Color Xerox (8 1/2 x 11) = \$0.20/sheet
- p. Xerox (11 x 17) = \$0.22/sheet

REQUIRED INSURANCE

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

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

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

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

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

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

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

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

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

INSURANCE REQUIRED:

\$1 MILLION COMMERCIAL GENERAL LIABILITY (EACH OCCURRENCE)

\$2 MILLION COMMERCIAL GENERAL LIABILITY (AGGREGATE LIMIT)

\$1 MILLION CSL AUTOMOBILE INSURANCE

\$1 MILLION ERRORS AND OMISSIONS, PER CLAIM

STATUTORY WORKERS' COMPENSATION & EMPLOYERS LIABILITY

- \$1 MILLION EACH ACCIDENT

- \$1 MILLION DISEASE EACH EMPLOYEE

- \$1 MILLION DISEASE POLICY LIMIT

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

Insurance Certificates must:

- (a) be submitted to insurance@GLO.TEXAS.GOV
- (b) **prominently display "GLO Contract No. 22-004-022 and Work Order No. E574."** and
- (c) Name the General Land Office as an additional insured.

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

REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE



Contract No. *****

DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

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

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

| | | |
|----------|-------------------------------|----------------|
| PRODUCER | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | NAIC # | |
| | INSURER A : | |
| INSURED | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |
| | | |

Required form of Insurance

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE