

WORK ORDER NO. E590 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. E590 ("Work Order").

I. PROJECT DESCRIPTION

- a) Provider shall perform, or cause to be performed, engineering services for the CEPRA 1731 Treasure Island MUD San Luis Pass Revetment 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 \$441,854.00.
- 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. E590 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 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. E590 UNDER GLO CONTRACT No. 22-004-022

GENERAL LAND OFFICE

Jennifer G Janes
Jennifer Golones
Chief Clerk and Deputy Land Commissione

Chief Clerk and Deputy Land Commissioner Date of execution: 7/24/2024

MOTT MACDONALD, LLC

By: David Skipper Name: 即於中華 不是其中的

Title: <u>Senior Vice President</u>
Date of execution: 7/24/2024

ATTACHMENTS TO THIS WORK ORDER:

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

ATTACHMENTS FOLLOW

Attachment A Work Order No. E590 GLO Contract No. 22-004-022

M MOTT M

December 1, 2023

110 Wild Basin Rd, Ste 100 Austin, TX 78746

T 512-342-9516 F 512-342-9708

Mr. Thomas Durnin Coastal Resources Program Texas General Land Office 1700 North Congress Ave. Austin, TX 78701 512-463-1192

RE: Scope of Work

Treasure Island MUD San Luis Pass Revetment Project – CEPRA 1731

Mr. Durnin:

Mott MacDonald (Provider) is pleased to submit this scope of work for engineering and design services for the Treasure Island MUD San Luis Pass Revetment Project. The work outlined in this scope of work consists of project site visit and kickoff, data collection and review, engineering design, proposal phase services, and engineering services during construction. The project is located on the northern extent of the Treasure Island Municipal Utility District (MUD), along the south shoreline of San Luis Pass, and consists of approximately 1,200 feet of shoreline protection.

It is the Provider's understanding that this work will build off of the work done under the Follet's Island Nearshore Beach Nourishment Project (CEPRA 1583), Treasure Island Revetment Evaluation Project (CEPRA 1442), San Luis Pass Inlet Management Plan (CEPRA 1384), Treasure Island MUD Beach Nourishment Regulatory Permitting (CEPRA 1642), and others as appropriate. Data collected and analysis performed for these projects will be utilized whenever possible.

Task 1: Project Site Visit and Kickoff

Provider will organize and attend a kickoff meeting within 2 weeks of Notice to Proceed (NTP) to be conducted at the project site. The kickoff meeting consists of a project site visit to be attended by the GLO, MUD, Brazoria County, and Provider to discuss project goals and expectations, schedule, milestones, system of coordination, design details and requirements, and review of site conditions. The site visit will be used to identify final project extents, sequencing, existing natural features, and manmade structures to avoid in the design. Additionally, private and public infrastructure such as dune walkovers, private property, fencing, revetment terminations into CR257 bridge abutment, and the existing revetment within the project area will be identified and discussed. Potential staging areas, access roads, and offloading sites to be used during construction will be visited and discussed.

Task 1 Schedule: Kickoff meeting within 2 weeks of NTP. Basis of Design within 2 weeks of meeting. **Task 1 Deliverables**: Basis of Design Memorandum

Task 2: Data Collection and Review

This task covers the new data collection plan required for the design of this project. This data consists locating the private property boundary along the beach; defining the nearshore bathymetry and the San Luis Pass Ebb Shoal; performing a coastal boundary survey; and performing a geotechnical investigation. It is assumed the topographic survey collected under Treasure Island MUD Beach Nourishment Regulatory Permitting project (CEPRA 1642) will be used to determine the topography of the project area. The following Task 2 subsections describe in more detail the data to be collected.



Bathymetric Survey

This task covers the bathymetric data required for the analysis and design of the project. This data consists of bathymetric relief of the nearshore region of the MUD as well as the San Luis Pass Ebb Shoal. The USACE's standards for Hydrographic Surveying will be followed where appropriate. The survey will follow "Other General Surveys and Studies (Coastal Engineering Studies)" specifications according to USACE Manual No. 1110-2-1003. Quality control and quality assurance (QA/QC) procedures as presented in the manual will be followed where applicable.

Horizontal control will be obtained using DGPS where appropriate. Surveys near shore or in the vicinity of structures may be supplemented with GPS-RTK. Bar checks, horizontal position checks, manual lead-line soundings, and other appropriate calibration methods will be employed to calibrate the echo sounder and verify depths. Vertical control will be verified using GPS-RTK or static methods. All checks will be completed using published NOAA-NGS control points and/or USACE local control points. Tides will be monitored using local NOAA tide gauges, specific site gauges, and GPS-RTK where appropriate. When GPS-RTK tides are utilized, a local base will be established near the site. A frequency of 200 kHz (single beam) shall be used for the survey.

The drawings and surveys and/or profiles to be completed under this scope of work shall not include delineating or mapping vegetation, the line of vegetation, or the landward boundary of the public beach. Work products provided under this scope of work shall not include any mention of the location of the line of vegetation or the boundary of the public beach. For any work funded in whole or part by CEPRA funds, vegetation, the line of vegetation, and/or the landward boundary of the public beach can only be mapped, delineated, or described with specific written authorization from the GLO. Any survey performed pursuant to this scope of work under this task will contain the following statement: "This survey does not identify nor is it intended to be used to identify, delineate or fix the line of vegetation or the landward boundary of the public beach."

Horizontal datum for this project will be NAD 83 (North American Datum of 1983), projection is Texas South Central Zone, US Survey feet. Vertical datum will be NAVD88 (North American Vertical Datum of 1988).

Nearshore Surveys

Approximately 8 bathymetric transects (magenta) will be collected as shown in Figure 1 below. Transects will be perpendicular to the shoreline and be spaced as shown.





Figure 1: Nearshore bathymetry transects.

San Luis Pass Ebb Shoal Surveys

Analysis in support of the Follet's Island Nearshore Beach Nourishment Project (CEPRA 1583), Treasure Island Revetment Evaluation Project (CEPRA 1442), and the San Luis Pass Inlet Management Plan (CEPRA 1384) suggest the ebb shoal within San Luis Pass plays a significant role in influencing wave energy reaching the MUD shoreline. However, the analyses suggest the ebb shoal is growing and recent visual observations suggests the shoal may have shifted due to Hurricane Harvey which made landfall in Rockport, TX on August 26, 2017. Therefore, bathymetric surveys of the ebb shoal are necessary to accurately determine the waves impacting the MUD shoreline. The bathymetric surveys shall be conducted as shown in Figure 2 below. Transects will be spaced approximately as shown.





Figure 2: San Luis Pass Ebb Shoal bathymetry transects.

Private Property Boundary Survey

This work consists of field work locating property boundaries for upland owners along the Gulf of Mexico project shoreline as shown in Figure 3. Provider will research property owners and boundary information in preparation of the field work. Only the seaward portion of the property boundaries will be located to determine the best location of the project features and to identify properties that may be impacted by the project. This scope of services does not cover acquisition of land access easements for project construction.

Coastal Boundary Survey

The survey will be performed for the area shown in Figure 3 in accordance with the 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. Research at the GLO 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. Provider will meet with the GLO as required for final submission of the plat and report.





Figure 3: Coastal boundary and private property boundary survey extents.

Geotechnical Investigation

Up to five (5) cone penetration tests (CPTs) will be performed (or as many CPTs are able to be completed in one day) to evaluate the geotechnical conditions below the revetment structure. CPTs will be performed to 40 ft or refusal, whichever occurs first.

Task 2 Schedule:

- Bathymetric Survey and Geotechnical Borings: 4 weeks from completion of Task 1
- Private Property and Coastal Boundary Survey: 6 months prior to completion of Task 3

Task 2 Deliverables:

- AutoCAD (*.dwg) that include points, descriptors, and 1-foot contours showing all features surveyed. An ASCII file containing all surveyed points (Northing, Easting, Elevation, Descriptor, and Station) will also be provided.
- Private property boundary map with ownership information. Provided in AutoCAD (*.dwg) and PDF formats.
- Coastal Boundary Survey Plat and Report. Linework for the survey will be provided in AutoCAD (*.dwg) and PDF formats.
- CPT test results and data files

Task 3: Engineering Design

The first objective of this task is to update the coastal processes acting at the site and develop a preliminary design and cost estimate. Provider will evaluate analyses and incorporate lessons learned from the Follet's



Island Nearshore Beach Nourishment Project (CEPRA 1583), Treasure Island Revetment Evaluation Project (CEPRA 1442), San Luis Pass Inlet Management Plan (CEPRA 1384), and Treasure Island MUD Beach Nourishment Regulatory Permitting (CEPRA 1642) projects to improve the project performance.

This second objective of this task is to develop a final design and 100% level construction documents to construct the project.

Coastal Engineering Analysis

It is anticipated that the coastal engineering analysis performed for the Treasure Island Revetment Evaluation Project (CEPRA 1442) project will be updated. Project goals and requirements will be developed through coordination with the GLO.

Existing wind and tidal data will be required for developing design criteria for final design. The data will be used to develop wind and tide statistics and perform a return period analysis for use in the final design. Wind analysis results will be summarized in wind roses and tabular format. Tide data from nearby gauges and existing sources will be used to conduct a statistical analysis for water levels. Data and analysis associated with the Treasure Island MUD Beach Nourishment Regulatory Project (CEPRA 1642) will be leveraged as much as practicable.

2-Dimensional wave transformation models will be used to generate waves in the project vicinity and propagate them to the project site to simulate the transformation processes as deep-water waves approach the project area and interact with local bathymetry. The wave model(s) will be forced by regional and local wind, and will compute wave height, period, direction and relevant transport parameters within areas of interest along the project site. The wave transformation models used for the project will be the SWAN model or similar.

Preliminary Design

A preliminary design (30% design level) will be developed. The preliminary design will include determining the appropriate crest elevations, widths, side slopes, and alignment of the revetment and beach nourishment features. Toe scour will be estimated to determine proper toe configuration for the revetment. Modeled wave heights developed for the design storm will be used to size the revetment armor stone. Additionally, the need for a bedding stone layer and geotextile fabric will be determined.

The preliminary design will include cross-section and plan view drawings and estimated quantities. The preliminary design will evaluate the cross-section and plan view layouts of the proposed revetment and beach nourishment areas by analyzing constructability, material quantities, costs, and performance. Material and work quantities will be estimated will reflect a 30% level design. Provider will also identify the likely construction method, sequence, and timeline which will be included in the Preliminary Design Report.

70% Design

Comments and changes developed during the Preliminary Design will be implemented and a 70% level completion set of plans, specifications (CSI 2016), material quantities, and cost estimate will be submitted to the GLO and MUD for review and comment. Plans shall consist of an overall project site plan, beach nourishment borrow area, revetment and beach nourishment placement area, cross sections and plan detail sheets. Provider will attend one meeting at the time of the 70% level submittal to discuss the features and details of the project; the meeting is assumed to be held at the GLO headquarters in Austin, TX. Provider



will also compile the minutes from the 70% level submittal meeting and distribute to attendees. Comments resulting from the review and meeting will be incorporated into the plans and performance specifications at the 100% level completion.

100% Design and Construction Document Preparation

A 100% level completion set of construction documents ready for construction will be submitted to the GLO. The 100% level construction documents will include the final engineering plans, performance specifications, special conditions, permits, supplemental data, material quantities, and Engineer's Opinion of Probable Construction Cost for the construction of the project.

Task 3 Schedule:

- Coastal Engineering Analysis: 6 weeks from completion of Task 2
- Preliminary Design: 6 weeks from receipt of Coastal Engineering Analysis comments
- 70% Design: 6 weeks from receipt of Preliminary Design comments
- 100% Design: 4 weeks from receipt of 70% Design comments.

Task 3 Deliverables:

- Coastal Engineering Analysis Report
- Preliminary Design Report including 30% level design drawings and material quantities.
- 70% level completion set of design documents (plans, performance specifications, material quantities, and cost estimate). Plans to be developed on 11"x17" (ANSI B) and in black and white.
- Meeting minutes from 70% design meeting
- 100% level completion set of construction documents (plans, performance specifications, and material quantities, and Engineer's Opinion of Probable Construction Cost). Plans to be developed on 11"x17" (ANSI B) and in black and white.

Task 4: Proposal Phase Services

Provider will assist the GLO during the proposal process by responding to prospective Respondent's questions, providing hard copies of Contract Documents to Respondents upon request, at a charge to Respondents as determined by the Contract Documents (although an electronic copy will be posted as part of the solicitation on the ESBD), and producing technical addenda as necessary. Provider will attend the mandatory pre-proposal conference onsite (near Treasure Island MUD) to discuss the project with prospective Respondents and inform Respondents of HUB requirements and project elements, and to answer questions. Provider will submit conference minutes and an attendees list to the GLO. Provider will also assist the GLO in awarding a construction contract by evaluating the received proposals and preparing award recommendations.

Task 4 Schedule: According to GLO proposal phase process

Task 4 Deliverables:

- 1. Pre-proposal conference minutes summarizing proceedings, Respondent's questions and responses, delivered electrically in PDF format via email.
- 2. Addenda (2 assumed), delivered electrically in PDF format via email.



3. Proposal evaluations and non-disclosure forms, one set delivered in hardcopy format and electronically via email in PDF format.

Task 5: Engineering Services During Construction

This task involves providing engineering services during the pre-construction and construction phase of the project. The Provider will be responsible for conducting the following work during the pre-construction phase:

- Once a successful respondent is selected, Provider will participate in a Pre-Construction Conference onsite (near Treasure Island MUD) to meet with the selected Contractor to discuss project details, contractor submittals, contract requirements, Contractor and Owner responsibilities, and pre-construction requirements. Pre-Construction Conference minutes will be developed and submitted to the Owner and Contractor.
- Provider will review all Contractor submittals for conformance with the Contract Documents and
 provide review response via fax, email, or hard copy to the Owner and the Contractor. This work
 includes pre-construction submittals such as the Construction Work Plan, project schedules,
 proposed construction materials, shop drawings, borrow source investigation, material testing, and
 construction surveys.
- Provider will interpret plans and specifications and respond to Contractor's requests for information via fax, email or hard copy as necessary.
- Provider will update, assemble, and submit a revised set of Contract Documents with the agreed upon schedule of values between the Owner and the Contractor and modified template for awarded project, if needed.

Construction-phase engineering services will be provided from the award of the construction contract through final completion, assumed to be 16 weeks in duration. The services will include project construction oversight, review of Contractor submittals and Quality Control testing, development and submittal of progress reports, responding to requests for information, approval of Contractor invoices, and recommendation for final completion. The Provider will calculate and estimate quantities of material delivered to the site. Due to the complicated nature of the project related to private property, wetlands within the vicinity, jurisdictional areas and environmental regulatory requirements, the Provider will have a resident engineer onsite during construction to review the progress of the work and the work's conformance to the Contract Documents. Provider will notify the Owner and the Contractor when work is not in conformance with the contract documents. The Provider will conduct reviews to determine the date or dates of Substantial Completion of the work and the date of Final Completion.

The services provided under this task shall include the following items:

- Review contractor construction submittals such as project schedules, proposed construction
 materials, requests for information, shop drawings, weight bills and/or barge measurements, other
 miscellaneous submittals, construction surveys (pre-construction, intermediate, and acceptance),
 and contractor-provided quality control tests results. This review will compare the submitted data
 with the design for conformance with the Contract Documents.
- 2. The Provider will assist with interpretation of plans and specifications, review of construction methods, and review of installed materials and quantities. Daily reports summarizing the construction activities and project progress will be submitted to the Owner during construction.



- 3. The Provider will assist the MUD, Brazoria County, and the GLO with conducting a pre- and post-construction road condition surveys for the designated haul routes to be used on the project. Survey attendees may include the Provider, GLO, MUD, Brazoria County, selected contractor, and, if required, a roadway design consultant.
- 4. While onsite during construction activities, resident engineer will be responsible for conducting the following activities:
 - a. Review Contractor field staking and construction surveying for project layout.
 - b. Review construction progress and record daily activity and events.
 - c. Prepare daily progress reports summarizing construction progress including photographs of construction progress. Reports will be prepared from the initiation of construction to substantial completion.
 - d. Review materials for conformance with the specifications and placed in conformance with the plans and specifications.
 - e. Review of contractor operations at borrow source for operations and quality of material being excavated during initiation of construction.
 - f. Review Contractor work areas for conformance with specified access routes as outlined in the plans and specifications.
 - g. Review Contractor work areas for conformance that vegetation outside the project limits and outside the access routes is not harmed in any way.
 - h. If applicable, review sediment control structures or containment berms/dikes are in conformance with the plans and specifications.
 - i. Review quantities of material received and placed. Review Contractor's measurements of quantities and verify that such measurements are obtained and recorded in an acceptable manner in accordance with the contract documents.
 - j. Progress meetings shall be held every two (2) weeks (or as necessary based on progress of construction) onsite or by teleconference with Contractor, Owner, Provider, Treasure Island MUD, and Brazoria County while onsite construction activities are being conducted. A minimum of two construction progress meetings will be held per month, alternating with onsite and teleconference meetings.
 - k. Review Contractor's quantity surveys and testing results for application for payment.
 - 1. Perform any special review and make decisions as to the acceptability of the work.
 - m. Recommendation to Owner for progress payments.
 - n. Review all Contractor surveying and as-built records.
 - o. Conduct Substantial Completion and Final Completion inspections with Owner and Contractor.
- 5. The Provider will provide limited review of material quality control during construction. Provider will review quality control submittals from Contractor and will visually review material quality during site visits.
- 6. Provider will prepare technical information for change orders if required. This includes the Provider reviewing pricing and quantities in change orders and negotiation of change order requests as required to obtain the best pricing.

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- 7. The Provider will review Contractor requests for payment and invoices, requested change orders and contract modifications and submit written recommendations to Owner.
- 8. Develop record drawings based on contractor provided red-line drawings, acceptance reach surveys and field notes. Drawings to be submitted in both digital and hard copy format.
- 9. At Substantial Completion, the Provider will develop a punch list of remaining work items needing repair, replacement or for the contractor to complete prior to final completion. The list will be included in the Certificate of Substantial Completion issued by the Provider.
- 10. The Provider will perform final review of completed project and provide recommendations for final completion to ensure compliance with the contract documents. The Provider will provide a written notice to Owner providing a recommendation of Final Completion. This document will be submitted to the Owner for review prior to issuance of a final completion to the Contractor.
- 11. The Provider will review all close-out documents required for final project completion.
- 12. The Provider will prepare a Project Completion Report, summarizing the final construction quantities, extents, timelines, and similar.

Task 5 Schedule:16 weeks from completion of Task 4

Task 5 Deliverables:

- 1. Written summary of Pre-Construction Conference minutes.
- 2. Updated Contract Documents with the agreed upon schedule of values and modified template for awarded project.
- 3. Construction daily progress reports with photographs of construction for each site visit during construction.
- 4. Written comments for contractor submittals.
- 5. Written responses to RFI's and supplementary instructions to contractor.
- 6. Written comments on contractor's as-built drawings.
- 7. Written recommendations for contractor pay requests.
- 8. Certificate of Substantial Completion including punch list of remaining work items
- 9. Written recommendation to Owner for final completion.
- 10. Record drawings; delivered electronically in PDF format via email. Plans delivered in half size ANSI "B" sheet size 11"x17"
- 11. Project Completion Report, delivered electronically in PDF format via email.

Assumptions

- Access (right of entry) for engineering and survey will be coordinated and secured by the GLO.
- Acquisition of property easements and/or site use agreements is not included.
- Hydrographic surveys will be conducted during calm sea and minimal winds, if practical. If winds are forecast to be greater than 25 knots or high enough that wave action is too severe then the survey may be postponed.
- Potential impacts to USACE jurisdictional areas will be avoided to not impact vegetated wetlands.
- USACE permitting, coordination with USFWS or other permitting agency, or biological assessment or environmental assessment with USFWS will not be required. All permitting

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necessary will be performed under the Treasure Island MUD Beach Nourishment Regulatory Project (CEPRA 1642).

- Formal consultation with USFWS will not be required.
- Compensatory mitigation planning and permitting will not be required.
- There are no cultural resources in the project vicinity. Coordination with Texas Historical Commission (THC) is not included.
- Unless stated otherwise, all deliverables to be submitted in PDF format. All deliverables to be sent via email

Project Budget

The total compensation due to the Provider for services provided or performed pursuant to this Work Order is not to exceed FOUR HUNDRED FORTY ONE THOUSAND EIGHT HUNDRED FIFTY FOUR (\$441,854). Expenditures shall be in accordance with the Project Budget below:

Task	Fee
Task 1: Project Site Visit and Kickoff	\$11,454
Task 2: Data Collection and Review	\$39,065
Task 3: Engineering Design	\$103,293
Task 4: Proposal Phase Services	\$13,741
Task 5: Engineering Services During Construction	\$274,301
Total Fee	\$441,854

Please contact me with any questions.

Very truly yours,

Mott MacDonald, LLC

Kirsten McElhinney, PE

Project Manager - Coastal

10245 Centurion Parkway North, Suite 320

Jacksonville, FL 32256

T 904.203.1084

kirsten.mcelhinney@mottmac.com



BILLING RATES

	2023	2024	2025	2026		
<u>Classification</u>		Billing F	Billing Rate/hr			
Principal Engineer II	\$ 354.00	\$ 372.00	\$ 391.00	\$ 411.00		
Principal Engineer I	\$ 298.00	\$ 313.00	\$ 329.00	\$ 345.00		
Senior Project Manager	\$ 280.00	\$ 294.00	\$ 309.00	\$ 324.00		
Project Manager	\$ 212.00	\$ 223.00	\$ 234.00	\$ 246.00		
Senior Project Engineer	\$ 257.00	\$ 270.00	\$ 284.00	\$ 298.00		
Engineer VII	\$ 212.00	\$ 223.00	\$ 234.00	\$ 246.00		
Engineer VI	\$ 192.00	\$ 202.00	\$ 212.00	\$ 223.00		
Engineer V	\$ 180.00	\$ 189.00	\$ 198.00	\$ 208.00		
Engineer IV	\$ 163.00	\$ 171.00	\$ 180.00	\$ 189.00		
Engineer III	\$ 148.00	\$ 155.00	\$ 163.00	\$ 171.00		
Engineer II	\$ 134.00	\$ 141.00	\$ 148.00	\$ 155.00		
Engineer I	\$ 129.00	\$ 135.00	\$ 142.00	\$ 149.00		
Specialist VI / Designer VI	\$ 186.00	\$ 195.00	\$ 205.00	\$ 215.00		
Specialist V / Designer V	\$ 180.00	\$ 189.00	\$ 198.00	\$ 208.00		
Specialist IV / Designer IV	\$ 171.00	\$ 180.00	\$ 189.00	\$ 198.00		
Specialist III / Designer III	\$ 162.00	\$ 170.00	\$ 179.00	\$ 188.00		
Specialist II / Designer II	\$ 148.00	\$ 155.00	\$ 163.00	\$ 171.00		
Specialist I/ Designer I	\$ 129.00	\$ 135.00	\$ 142.00	\$ 149.00		
GIS - CADD	\$ 117.00	\$ 123.00	\$ 129.00	\$ 135.00		
CADD Drafter	\$ 108.00	\$ 113.00	\$ 119.00	\$ 125.00		
Administrative	\$ 111.00	\$ 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
- I. 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 \times 11) = $0.20/sheet$
- p. Xerox (11 x 17) = \$0.22/sheet

Attachment B Work Order No. E590 GLO Contract No. 22-004-022 2 pages plus certificate

REQUIRED INSURANCE

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

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

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

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

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

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

Attachment B Work Order No. E590 GLO Contract No. 22-004-022 2 pages plus certificate

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

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

INSURANCE REQUIRED:

\$1 MILLION COMMERCIAL GENERAL LIABILITY (EACH OCCURRENCE)
\$2 MILLION COMMERCIAL GENERAL LIABILITY (AGGREGATE LIMIT)
\$1 MILLION CSL AUTOMOBILE INSURANCE
\$1 MILLION ERRORS AND OMISSIONS, PER CLAIM
STATUTORY WORKERS' COMPENSATION & EMPLOYERS LIABILITY
- \$1 MILLION EACH ACCIDENT
- \$1 MILLION DISEASE EACH EMPLOYEE
- \$1 MILLION DISEASE POLICY LIMIT

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

Insurance Certificates must:

- (a) be submitted to insurance@GLO.TEXAS.GOV
- (b) prominently display "GLO Contract No. 22-004-022 and Work Order No. E590." and
- (c) Name the General Land Office as an additional insured.

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

REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE

ACORD

Contract No. ******

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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Required form of Insurance					NAME: PHONE FAX (A/C, No, Ext): (A/C, No):					
					ADDRES					
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					INSURER C:					
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-	COMMERCIAL GENERAL LIABILITY		Г					PREMISES (Ea occurrence)	\$	
-	CLAIMS-MADE OCCUR		-					MED EXP (Any one person)	\$	
_								PERSONAL & ADV INJURY	\$	
-								GENERAL AGGREGATE	\$	
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-	UTOMOBILE LIABILITY							(Ea accident)	\$	
-	ANY AUTO ALL OWNED SCHEDULED								\$	
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-	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
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AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED?			_					TORY LIMITS ER	102	
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					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	- 1			7	AUTHOR	RIZED REPRESE	NTATIVE			
						@ 10	88-2010 AC	ORD CORPORATION.	ΔII ria	hts reserved