

WORK ORDER NO. E611 UNDER GLO CONTRACT NO. 22-004-027

Pursuant to GLO CONTRACT No. 22-004-027 ("Contract") between the GENERAL LAND OFFICE ("the GLO") and STANTEC CONSULTING SERVICES 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. E611 ("Work Order").

I. **PROJECT DESCRIPTION**

- a) Provider shall perform, or cause to be performed, engineering services for the Padre Island National Seashore Beach Nourishment CEPRA Project No. 1782 ("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: <u>insurance@glo.texas.gov</u>. 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 **\$353,797.00**.
- 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. E611 under GLO Contract No. 22-004-027."

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. E611 UNDER GLO CONTRACT NO. 22-004-027

GENERAL LAND OFFICE

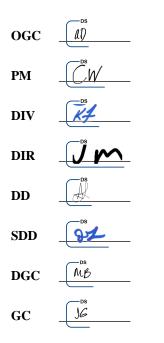
Jen<u>nif</u>er G Jones

-E7JOHTMEP4G. Jones Chief Clerk and Deputy Land Commissioner Date of execution: _____

STANTEC CONSULTING SERVICES INC.

ByRyan Murdock Nanne⁶⁹ By By A54 Burdock

Title: Vice President Date of execution: 7/23/2024



ATTACHMENTS TO THIS WORK ORDER:

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

ATTACHMENTS FOLLOW

Attachment A Work Order No. E611 GLO Contract No. 22-004-027 Page 1 of 11



Stantec Consulting Services Inc. 1905 Aldrich Street, Suite 300 Austin TX 78723-3544

April 10, 2024

Carver Wray CEPRA Project Manager Texas General Land Office Stephen F. Austin Building 1700 Congress Ave., Austin, TX 78701

Reference: Port Mansfield Dredging and Beneficial Use Phase II - Stantec Proposal and Scope of Work

Dear Mr. Wray,

Willacy County Navigation District (Navigation District) has expressed an urgent need to dredge the Mansfield Ship Channel and beneficially use the material to nourish the adjacent Gulf beach shoreline. Shoaling of the channel threatens to disrupt Navigation District operations, while Gulf shoreline erosion threatens to undermine existing groins and threatens adjacent sea turtle nesting habitat. The Navigation District has taken steps toward obtaining a permit from the U.S. Army Corps of Engineers (USACE) to dredge the ship channel and nourish the adjacent Gulf shoreline during Phase I of this project. Now that the permit application is underway, the design phase of the project can begin. The proposed Phase II of this project includes data collection, final design of the beach nourishment project, coordination with USACE Navigation Division, Willacy County Navigation District, National Parks Service (NPS) and the Texas General Land Office, and the development of plans, specifications, and construction estimates.

Stantec Consulting Services Inc. (Stantec) has prepared this scope of work for the services necessary to support the design of the proposed dredging and beneficial use placement project along the adjacent Gulf shoreline.

Scope of Services

Task 1: Project Kickoff, Data Collection, and Review

Task 1.1 – Project Kickoff and Site Visit

As part of this task, Stantec will organize up to three (3) kickoff meetings with the Navigation District, USACE, NPS and the Texas General Land Office. It is anticipated that the Texas General Land Office and the Navigation District will be present at each stakeholder kickoff meetings. The first kickoff meeting will be held at the Navigation District office and will include a site visit with Texas General Land Office and Navigation District representatives. The subsequent kickoff meetings will be held via teleconference with USACE and NPS. During the meetings, Stantec will discuss data collection needs to support the design of

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Reference: Port Mansfield Dredging and Beneficial Use Phase II - Stantec Proposal and Scope of Work

the project, the proposed project schedule, and will document any questions or concerns brought up by the stakeholders. Coordination with USACE at the start of the project will be essential to determine whether additional coordination with USACE, outside of the scope detailed within this current scope of work is necessary. During the kickoff meeting, Stantec will gain insight into USACE procedures for collaborating with the Navigation District in construction of the proposed beach nourishment template during ongoing maintenance dredging events facilitated by USACE.

Stantec will review data available for the project site via publicly accessible sources as well as any data provided by project stakeholders (Navigation District, USACE, National Parks Service) to support the design. Stantec anticipates performing the following new data collection subtasks that will be required for the development of the final design:

Task 1.2 – Survey and Geotechnical Data Collection

Topographic/Hydrographic Surveys

Stantec anticipates that topographic and hydrographic surveys will be necessary for the final design of the dredging and beach nourishment template. Stantec will use a licensed surveyor to collect the necessary topographic/hydrographic data at the project site and surrounding areas to characterize the beach placement area, navigation channel, and offshore bathymetry as necessary for design of the project. This data will be combined with existing bathymetric and topographic data to create a complete surface reflecting topographic features to be used for final engineering design. Field data will consist of topographic, wading, and hydrograph transects along the project site.

The following data will be collected during this effort:

- Bathymetric profiles across Port Mansfield Ship Channel using a vessel equipped with a singlebeam echosounder with transects 500 ft in length.
 - Transect spacing from station 16+200 to 3+000 will 400 ft for a total of 33 transects.
 - Transect spacing from station 3+000 to -4+000 will be 100 ft for a total of 70 transects.
- Bathymetry and elevation profiles within the North Padre Island Access area.
 - 10 transects, 300 ft long and at 100 ft spacing.
- Conduct beach elevation profiles at the North Padre Island placement area.
 - Elevation profiles will be spaced every 400 ft within the placement area.
 - Elevation profiles will extend 1,200 ft from the dune line offshore.

Geotechnical Data Collection

Stantec will work with a subconsultant experienced in sediment sampling and analysis for subsurface exploration and testing services to support the proposed dredging and dredge material placement at the project site. A total of 13 grab samples will be collected within the Port Mansfield Channel between Stations

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Reference: Port Mansfield Dredging and Beneficial Use Phase II - Stantec Proposal and Scope of Work

-4+00 to 16+00 and a total of 9 grab samples of the sediment along the beach placement area will be collected. Lab testing of the grab samples for grain size and sediment characteristics will be performed. Stantec will review the collected data and will use the finding to inform the final design of the beach nourishment template.

The following data will be collected during this effort:

- Collect sediment grab samples from dredge and placement areas.
 - Every 1,500 ft along the baseline of the dredge template from stations 16+000 to 4+000 for a total of 13 grab samples.
- Collect shoreline grab samples from the nine specified locations on North Padre Island.
- Retain at least 500 g sample for analysis.
- Send all sediment grab samples to geotechnical lab for grain size analysis and reporting.

Task 1 Schedule:

- Task 1.1: Kickoff Meetings to be held within two weeks of Notice to Proceed (NTP).
- Task 1.2: Topographic/Hydrographic Surveys to be completed within 6 weeks of NTP.
- Task 1.2: Geotechnical Data Surveys and Analysis to be completed within 8 weeks of NTP.

Task 1 Deliverables:

- Kickoff meeting minutes submitted electronically in PDF format within 1 week of each kickoff meeting.
- Topographic/Hydrographic survey report submitted electronically in PDF format within 1 week of receiving the data.
- Geotechnical survey report submitted electronically in PDF format within 1 week of receiving the data.

Task 2: Engineering Design

Stantec will conduct all engineering and design tasks necessary to evaluate the proposed Dredging and Beach Nourishment project, including the dredge template and Padre Island National Seashore placement area template. Stantec will develop 30% level design drawings and a preliminary construction cost estimate and 70%, 95%, and 100% level design plans, specifications, and cost estimates (PS&E) for Stakeholder review and feedback. The full design will be intended for the Navigation District to perform independent dredging projects and placement activities on Padre Island Nation Seashore placement area when emergency dredging is necessary for safe navigation through the Port Mansfield Shipping Channel. However, Stantec will also coordinate with USACE during the development of the 30% - 95% engineering design deliverables, in order to collaborate with USACE for the implementation of the beach nourishment design during USACE dredging events. Coordination will include submittal to USACE for review and comments and effort for Stantec to address any comments in the design deliverables. Updates based on USACE permit requirements will be incorporated in the design at the 70% level. Once a 70% design has been completed, reviewed, and approved by all project stakeholders, the design document will be

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Reference: Port Mansfield Dredging and Beneficial Use Phase II - Stantec Proposal and Scope of Work

submitted to USACE for their implementation during future maintenance dredging events of the Port Mansfield Channel.

The specifications will include an outline of required sections with major divisions within each section identified in the format as per the Uniform Guidance of the Title 2 Code of Federal Regulations (CFR) Part 200. The specifications will also address special requirements such as: Environmental Protection Plan; Health and Safety Plan; Severe Weather/Hurricane Contingency Plan; and Communications Plan.

Dredge Template Design

Stantec will develop a detailed borrow area design and dredging plan of the borrow area(s) suitable for the construction documents, which identifies the location, extent, quantity, and quality of specific sediment targets to be used in the construction of the Dredging and Beneficial Use Project.

Dredge Material Placement Area

During the design process, data collected during Task 1 will be utilized for determining fill volumes and progressing the design placement area beach profile template. Stantec will develop representative plan views and cross-sections depicting the beach nourishment template, dredging areas, and pipeline corridors, which will be required to achieve the construction of the beach nourishment template.

Task 2.1 – Preliminary Beach and Dredge Template Design

The preliminary design task will include review of the bathymetric/topographic survey data collected in Task 1. Preliminary volume calculations will be performed to understand the amount of material to be dredged from the channel as well as the amount necessary to construct the design beach nourishment template, using. Stantec will also collect and review existing publicly available data to incorporate relevant GIS map layers such as ownership boundaries, access routes, navigation channels. Sediment characteristics will be evaluated during this task to determine the compatibility of the sediment samples from the dredge template and the beach nourishment area.

Task 2.2 – 30% Engineering Design

The thirty percent (30%) Engineering and Design Phase consists of engineering and design, relative to the project goals, to lay out the major design elements of the project and establish preliminary costs and timelines for construction. During this task, Stantec will develop 30% level design drawings and preliminary estimates of probable construction costs in coordination with the Navigation District, Texas General Land Office, NPS and USACE. 30% design deliverables will be submitted to project stakeholders, including the Navigation District, Texas General Land Office, NPS and USACE. 30% design deliverables will be submitted to project stakeholders, including the Navigation District, Texas General Land Office, NPS and USACE for review and approval before moving forward with the next phases of design. Project stakeholders will be given two (2) weeks to review and provide comments on the design deliverable. A joint meeting will be scheduled by Stantec within two (2) weeks prior to completion of Task 2.2, during the stakeholder review period, to allow for questions and clarifications to be discussed regarding the design documents, the comment log and responses from the engineer will be provided with the Task 2.2 deliverable.

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Reference: Port Mansfield Dredging and Beneficial Use Phase II - Stantec Proposal and Scope of Work

The 30% Design will utilize data collected in Task 1 to incorporate topographic, bathymetric, and geophysical characteristics into the dredging and placement area features.

The areas of engineering and design focus are expected to be:

- Channel dredge areas for updated dredge quantity estimates where initial estimates were based on reconnaissance level survey data from past USACE maintenance dredging projects.
- Fill areas to provide most current conditions of site elevations and support detail of beach nourishment template design.
- Sediment characteristics to determine compatibility between material from within the dredge template and the placement area for beach nourishment. The beach's existing sediment should be similar in grain size, composition, and stability to the dredged material.

Task 2.3 – 70% Engineering Design

The seventy percent (70%) Engineering and Design Phase consists of engineering and design to refine the design further based on feedback from the 30% review. During this task, Stantec will develop 70% PS&E in coordination with the Navigation District, Texas General Land Office, NPS and USACE. 70% design deliverables will be submitted to project stakeholders, including the Navigation District, Texas General Land Office, NPS and USACE for review and approval before moving forward with the next phases of design. It is anticipated that at the 70% design level, USACE will use the designs generated by Stantec to implement the placement of dredged material at the proposed beach nourishment site along the Padre Island National Seashore. Project stakeholders will be given two (2) weeks to review and provide comments on the design deliverable. A joint meeting will be scheduled by Stantec within two (2) weeks prior to completion of Task 2.3, during the stakeholder review period, to allow for questions and clarifications to be discussed regarding the design. A comment log and responses from the engineer will be provided with the Task 2.3 deliverable.

The areas of engineering and design focus are expected to be:

- Construction Specifications.
- Analysis of constructability considerations, such as staging areas, pipeline corridors, best management practices, and access routes.
- Phasing for construction considerations.
- Budget considerations.
- Permitting requirements will be incorporated into the design package.

Task 2.4 – 95% Engineering Design

Following the 70% design deliverable, comments from project stakeholders will be incorporated into the development of the ninety five percent (95%) design PS&E. Once all comments have been addressed by Stantec, 95% design documents for construction will be developed and submitted to Willacy County Navigation District, NPS and The General Land Office for review. Project stakeholders will be given two (2)

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Reference: Port Mansfield Dredging and Beneficial Use Phase II - Stantec Proposal and Scope of Work

weeks to review and provide comments on the design deliverable. A joint meeting will be scheduled by Stantec within two (2) weeks prior to completion of Task 2.4, during the stakeholder review period, to allow for questions and clarifications to be discussed regarding the design. A comment log will be generated to document all stakeholder feedback during review of the design documents, the comment log and responses from the engineer will be provided with the Task 2.4 deliverable.

Task 2.5 – 100% Engineering Design

Following the 95% design deliverable, comments from project stakeholders will be incorporated into the development of the 100% design PS&E. Once all comments have been addressed by Stantec, finalized 100% level design documents for construction will be developed and submitted to Willacy County Navigation District, NPS and The General Land Office.

Task 2 Schedule:

- Task 2.1 Preliminary Beach and Dredge Template Design: completed within 8 weeks following the end of Task 1
- Task 2.2 30% Engineering Design: Completed within 6 weeks following the end of Task 2.1.
 - Design review meeting will be scheduled within 2 weeks post submittal of the 30% design deliverable.
 - Meeting Minutes will be submitted within 1 week following the Design review meeting.
- Task 2.3 70% Engineering Design: Completed within 8 weeks following the end of Task 2.2.
 - Design review meeting will be scheduled within 2 weeks post submittal of the 70% design deliverable.
 - Meeting Minutes will be submitted within 1 week following the Design review meeting.
- Task 2.4 95% Engineering Design: Completed within 6 weeks following the end of Task 2.3.
 - Design review meeting will be scheduled within 2 weeks post submittal of the 95% design deliverable.
 - Meeting Minutes will be submitted within 1 week following the Design review meeting.
- Task 2.5 100% Engineering Design: Final Draft completed within 4 weeks following the end of Task 2.4, contingent upon receipt of the USACE Permit.

Task 2 Deliverables:

- Task 2.2 30% Engineering Design:
 - 30% Engineering Design: 30% Plans, and Preliminary Engineer's Opinion of Probable Construction Costs.
 - Meeting minutes from the 30% design review meeting.
- Task 2.3 70% Engineering Design:

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Reference: Port Mansfield Dredging and Beneficial Use Phase II - Stantec Proposal and Scope of Work

- o 30% deliverable comment log including responses from the engineer.
- 70% Engineering Design: Draft 70% Plans, Specifications, and Engineer's Opinion of Probable Construction Costs.
- Meeting Minutes from 70% Design Review Meeting.
- Task 2.4 95% Engineering Design:
 - o 70% deliverable comment log including responses from the engineer.
 - 95% Engineering Design: Draft 95% Plans, Specifications, and Engineer's Opinion of Probable Construction Costs.
 - o Meeting Minutes from 95% Design Review Meeting.
- Task 2.5 100% Engineering Design:
 - o 95% deliverable comment log including responses from the engineer.
 - 100% Engineering Design: Final 100% Plans, Specifications, and Engineer's Opinion of Probable Construction Costs.

Task 3: Additional Coordination with USACE

This task includes coordination with USACE during the design phase of the project. At a 70% design level, Stantec will submit PS&E materials for USACE review and feedback. This task is intended to prepare design plans and specifications to USACE, who will perform dredging of the Port Mansfield Ship Channel and use the design template developed by Stantec for the placement activities on the Padre Island National Seashore. If USACE has comments on the 70% design deliverable, Stantec will address comments and submit the 95% design deliverable to USACE for implementation.

During this task, Stantec will coordinate with USACE as they finalize the design that they will use to implement the dredging and placement of fill material at the proposed beach nourishment area. This effort will include up to two (2) meeting with USACE staff to discuss the final design components and details.

Task 3 Schedule:

• Task 3 will occur once Task 2.3 is complete and will last for the duration of the project.

Task 3 Deliverables:

- Response to comments from USACE review of 70% design package, submitted within 4 weeks following completion of task 2.3.
- Meeting Minutes documented during each design coordination meeting with USACE to be submitted within 1 week of the meeting date.

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Reference: Port Mansfield Dredging and Beneficial Use Phase II - Stantec Proposal and Scope of Work

Assumptions Applicable to this Proposal:

- For each design deliverable, Stantec assumes only one (1) round of stakeholder comments/feedback. Once all stakeholders have submitted comments/feedback, Stantec will begin the next stage of design, incorporating comments/feedback received.
- Stantec assumes each stakeholder will have two (2) weeks to review design deliverables and submit comments/feedback to the engineer.
- Proposed project schedule is based on permit authorization prior to 100% level design package submittal. 100% level design package will not be finalized until receipt of permit authorization from USACE.
- Stantec will meet with USACE at the 70% design level to discuss and review the design package. Stantec assumes a timeline of 2 weeks for USACE review and comments on the Draft 70% level design. If comments from USACE are provided on the 70% submittal, Stantec will address USACE comments and submit the 95% level design package for USACE implementation.
- The beach nourishment template will be designed utilizing NPS guidance for beach nourishment practices and coastal engineering standards. Through the design stages, Stantec will incorporate feedback from project stakeholders on the design of project components. Stantec will prioritize NPS standards for beach nourishment as the owners of the beach placement area. If there are conflicting recommendations from USACE and NPS on the design of the beach nourishment template Stantec will consult with Texas General Land Office to determine path forward.
- Access (right of entry) for engineering and field data collection will be coordinated and secured by the Navigation District
- The field data collection time estimate considers the remote location and the prevailing wave and surf conditions at the project area but the site is dynamic and delays to the schedule may occur if weather does not permit timely data collection.

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Reference: Port Mansfield Dredging and Beneficial Use Phase II - Stantec Proposal and Scope of Work

Proposed Budget

Total Estimated Fee	. \$353,797.00
Task 3: Additional Coordination with USACE	. \$5,047.00
Task 2: Engineering Design	. \$196,548.00
Task 1: Project Kickoff, Data Collection, and Review	. \$152,202.00

Stantec is prepared to begin work on this effort upon contract execution and approval. All work is proposed on a time and materials basis with the rates specified in the contract resulting in an estimated not to exceed fee \$353,797.00. Stantec will invoice for the work on a monthly basis throughout the duration of the work. All invoices shall be paid within 30 days of submission. Fees and schedule are valid for 60 days from the date of this Proposal and Scope of Services.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Lus Maristany PE, PMP Senior Coastal Engineer Phone: 512-236-6849 Mobile: 512-781-3722 luis.maristany@stantec.com Ryan Murdock PE Vice President, Water Resources Practice Leader Phone: 512-265-8461 Mobile: 916-792-7770 ryan.murdock@stantec.com

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Reference: Port Mansfield Dredging and Beneficial Use Phase II - Stantec Proposal and Scope of Work

If the Texas General Land Office agrees with this proposal, the Texas General Land Office

shall authorize Stantec to perform the work by signing and returning a copy of the Professional Services

Agreement.

Attachments: Stantec Billing Rates

Stantec Staff Rates					
Stantec Labor Classification	2024 Rate	2025 Rate	2026 Rate		
Senior Technical Expert/	\$322.00	\$334.00	\$346.00		
Company Officer	\$322.00	ŞSS4.00			
Principal Professional 2	\$281.00	\$281.00 \$291.00			
Principal Professional 1	\$272.00	\$272.00 \$282.00			
Senior Professional 2	\$253.00	\$262.00	\$272.00		
Senior Professional 1	\$225.00	\$233.00	\$242.00		
Project Professional 2	\$204.00	\$212.00	\$220.00		
Project Professional 1	\$177.00	\$184.00	\$191.00		
Designer 2/Associate 2	\$167.00	\$173.00	\$180.00		
Designer 1/Associate 1	\$145.00	\$151.00	\$157.00		
Support 2	\$135.00	\$140.00	\$145.00		
Support 1	\$118.00	\$123.00	\$128.00		

*subject to 3.5% escalation January 1 each year

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

Expenses					
Classification	Rate				
Subcontractors	At Cost + 10%				
Mileage	State Rate				
Meals	State Rate				
Lodging	State Rate				
Rental Vehicle	Cost				
Air Fare	Cost				

Attachment B Work Order No. E611 GLO Contract No. 22-004-027 2 pages plus certificate

REQUIRED INSURANCE

<u>GENERALLY</u>. 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.

<u>Additional Insured Endorsement</u>. 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. <u>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>

<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. <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.

<u>Alternative Insurability</u>. 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 <u>insurance@GLO.TEXAS.GOV</u>
- (b) prominently display "GLO Contract No. 22-004-027 and Work Order No. E611." 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)

								L	Contract No. ***	• • • • •	
ACORD		CERT	FIF	IC	ATE OF LIA	BIL	ITY IN	ISURA	NCE	DATE	(MM/DD/YYYY)
CERTIFICATE D BELOW. THIS	OES N	IOT AFFIRMAT	IVEL	Y OF	OF INFORMATION ONL R NEGATIVELY AMEND, DOES NOT CONSTITU ERTIFICATE HOLDER.	EXTE	ND OR ALT	ER THE CO	VERAGE AFFORDED	BY TH	E POLICIES
	itions o	of the policy, c	ertai	n poli	TIONAL INSURED, the p icles may require an end						
PRODUCER						CONTA NAME:	СТ				-
		ine d fame	-61			PHONE (A/C, No E-MAIL	o, Ext):		FAX (A/C, N	o):	
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						INSURER(S) AFFORDING COVERAGE NAIC #					
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INDICATED. NOT CERTIFICATE MA	WITHST Y BE IS	ANDING ANY R	EQUI PER	REME TAIN,	RANCE LISTED BELOW HA NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN	THE POLICIE	T OR OTHER	DOCUMENT WITH RES	PECT TO	WHICH THIS
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GENERAL LIABILI	TΥ		INSP	WVD	- FOLIGI HOMBER				EACH OCCURRENCE DAMAGE TO RENTED	\$	
COMMERCIA									PREMISES (Ea occurrence)	\$	
CLAIMS	-MADE	OCCUR		-					MED EXP (Any one person)	\$	
									PERSONAL & ADV INJURY	5	
									GENERAL AGGREGATE	\$	
GEN'L AGGREGAT									PRODUCTS - COMP/OP AG		
POLICY	PRO- JECT	LOC	-						COMBINED SINGLE LIMIT	S	
AUTOMOBILE LIA	BILITY								(Ea accident)	\$	
ANY AUTO ALL OWNED	-	SCHEDULED							BODILY INJURY (Per person		
AUTOS	_	AUTOS NON-OWNED							BODILY INJURY (Per accide PROPERTY DAMAGE		
HIRED AUTO	S	AUTOS						2 1	(Per accident)	\$	
				_						\$	
UMBRELLA	IAB	OCCUR						7	EACH OCCURRENCE	\$	
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DED	RETENTI	ON \$								\$	
WORKERS COMP AND EMPLOYERS		rv .							WC STATU- TORY LIMITS E		
ANY PROPRIETOR	PARTNE	R/EXECUTIVE	NIA						E.L. EACH ACCIDENT	\$	
OFFICE/MEMBER (Mandatory in NH)			1						E.L. DISEASE - EA EMPLOY	EE \$	
If yes, describe und DESCRIPTION OF	er OPERATI	ONS below		_					E.L. DISEASE - POLICY LIM	IT \$	
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DESCRIPTION OF OPER	ATIONS /	LOCATIONS / VEHIC	LES	Attach	ACORD 101, Additional Remarks	Schedule	e, if more space i	s required)			
CERTIFICATE HO						CAN	CELLATION				
OLIVITIOATE AC	LUCK					- CAN					
						THE	EXPIRATIO	N DATE TH	DESCRIBED POLICIES B IEREOF, NOTICE WILL CY PROVISIONS.		
						AUTHO		ENTATIVE			
	5						© 19	88-2010 AC	ORD CORPORATION		this reserved