



**WORK ORDER NO. E863**  
**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. E863** (“Work Order”).

**I. PROJECT DESCRIPTION**

- a) Provider shall perform, or cause to be performed, engineering services for the CEPR 1779 Laguna Madre Rookery Island Restoration 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](mailto:insurance@glo.texas.gov). Submission by any other means may delay the Project.
- c) The GLO shall notify Provider of deficient certificates and specify a period of time for Provider to correct deficiencies. If Provider does not obtain acceptable insurance within the time specified, the GLO may, in its sole discretion, declare this Work Order void.

**III. TASKS, DELIVERABLES, AND DELIVERABLE DUE DATES**

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

**IV. COMPENSATION AND REIMBURSEMENT**

- a) The total compensation due to Provider for services performed and costs incurred pursuant to this Work Order is not to exceed **\$448,357.00**.
- b) The GLO will not reimburse Provider for travel expenses of any kind without prior written GLO approval. The GLO will only reimburse travel expenses directly attributable to Provider’s performance of this Work Order at the rates established or adopted by the Comptroller of the State of Texas, as outlined in the Travel Regulations.

- c) Subject to the maximum Work Order amount authorized and upon specific, prior, written approval by the GLO, lodging, travel, and other incidental direct expenses may be reimbursed under this Work Order for professional or technical personnel who are working away from the cities in which they are permanently assigned and conducting business specifically authorized in the scope of services in the applicable Work Order.
- d) The limits for reimbursements are the rates established or adopted by the Comptroller, as outlined in the Travel Regulations. **Provider understands and acknowledges that any travel-expense reimbursement by the GLO is not a per diem. The GLO will only reimburse actual, allowable expenses in accordance with the Travel Regulations. Provider must submit itemized receipts to support any request for travel-expense reimbursement.**

#### V. SUBMISSION OF INVOICES

- a) Provider must submit invoices to the GLO in accordance with this Work Order and Provider's Proposal in **Attachment A**. Failure to submit invoices as instructed below may significantly delay payment under the Work Order.
- b) **Invoices must:**
  - (i) be submitted to [vendorinvoices@glo.texas.gov](mailto:vendorinvoices@glo.texas.gov);
  - (ii) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and
  - (iii) prominently display **"GLO Work Order No. E863 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. E863  
UNDER GLO CONTRACT NO. 22-004-027**

**GENERAL LAND OFFICE**

**STANTEC CONSULTING SERVICES INC.**

Signed by:  
Jennifer G Jones  
E70CDF09B56540E...  
Jennifer G. Jones

DocuSigned by:  
Ryan Murdock  
31A69EDB89A5489...  
Name: Ryan Murdock

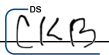
Chief Clerk and Deputy Land Commissioner

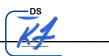
Title: vice president


Date of execution: 11/7/2024

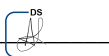
Date of execution: 11/7/2024

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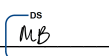
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**ATTACHMENTS TO THIS WORK ORDER:**

- ATTACHMENT A – PROVIDER’S PROPOSAL**
- ATTACHMENT B – REQUIRED INSURANCE AND FORM**

**ATTACHMENTS FOLLOW**



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

August 16, 2024

Kelly Brooks  
1700 Congress Ave  
Austin, TX 78701

**Reference: Laguna Madre Rookery Island Restoration – Phase I**  
CEPRA Project 1779 (Professional Services Contract 22-004-027)

Dear Ms. Brooks,

We appreciate the opportunity to prepare this scope of work (SOW) to provide environmental and engineering services on the Laguna Madre Rookery Island Restoration Project.

We understand that sediment dredged from the Mansfield Channel (channel) is a valuable resource. This project aims to identify feasibility for beneficial use of this material to restore sensitive rookery island habitats located within the adjacent Laguna Madre area. Dredged material from inshore section of the channel has historically been placed in Placement Areas (PAs) 4 through 6 by the U.S. Army Corps of Engineers, however, the formation of protected critical seagrass habitats directly adjacent to these PAs pose challenges for continued use of these areas.

This project will result in the development of a sediment management plan for dredge material coming from the inland section of the channel including the development of sediment management concepts, specifically for the creation and potential expansion of rookery islands. A key step in this process will be the evaluation and minimization of impacts to seagrasses adjacent to formed placement areas.

This study will begin by focusing on delineating areas of seagrass (and absence thereof) via a desktop assessment, developing a comprehensive understanding of physical condition driving seagrass abundance at the site, and ground truthing this data through field investigations. A Sediment Management Plan will identify and evaluate programmatic long-range restoration alternatives which utilize dredged material from the Mansfield Channel. The successful implementation of this project will require planning multi-agency coordination, collaboration, and participation.

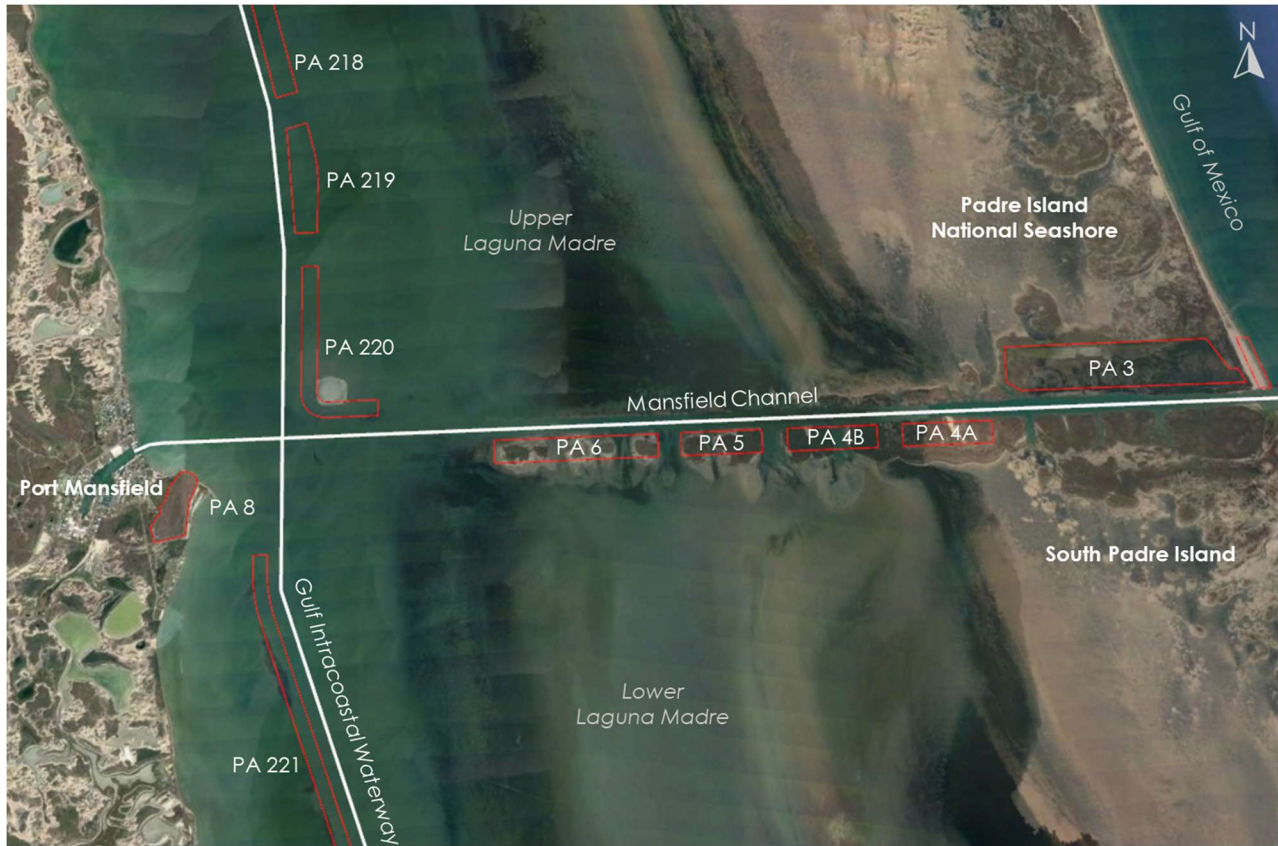
This Scope of Work (SOW) for Phase 1 services includes data collection and a feasibility study which will result in the development of a Draft Sediment Management Plan (Sediment Plan). A future phase of work is expected to consist of further data collection to satisfy regulatory purposes, preliminary design, and regulatory permitting.



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

**Scope of Work:**

Stantec as the Professional Service Provider (PSP) has prepared this scope of work, to evaluate placement options for dredged material, with a focus on beneficially utilizing this material to restore lost rookery island habitat for coastal birds; and to evaluate the potential impacts and benefits to the critical seagrass habitats. PSP will conduct workshops and various meetings to inform possible stakeholders, including, federal and state agencies, of the project need and long-term goals and benefits on critical habitats in the Laguna Madre.



**Figure 1. Study Area**

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Reference: Laguna Madre Rookery Island Restoration

## 1 Data Collection and Desktop Study

### 1.1 Project Initiation and Management

PSP will provide project management through the duration of the project to coordinate internally with the discipline leads, production staff, and subconsultants, as well as externally with the Texas General Land Office (TxGLO), with the goal of providing deliverables that are aligned with this scope of work and Stantec's quality standards. PSP will provide monthly progress reports and percent complete estimates with each invoice. Stantec will participate in virtual conference calls to discuss project status with the TxGLO, as needed.

PSP will organize a virtual kickoff meeting with the TxGLO and project stakeholders to discuss the scope and schedule, establish communication lines, and identify background information or studies relevant to the project. Prior to the project kickoff meeting, PSP will conduct a data inventory of publicly available data for use in the Desktop Review and Assessment, the results of this inventory will be shared at the kickoff meeting. The results of the discussion, and feedback from the project stakeholders will be documented in meeting minutes to be submitted within two (2) weeks of the kickoff meeting.

### 1.2 Desktop Review and Assessment

PSP will conduct a Desktop Review and Assessment of current and historical publicly available aerial imagery and available topographic and bathymetric data, Texas Parks and Wildlife (TPWD) seagrass mapping data, geotechnical characterization data.

The objectives of the assessment identify the location and track the movement of previously placed dredge spoil material within the Study Area (shown in Figure 1) through aerial interpretation and review of USACE dredging records. The approximate extents, presence or absence, of potential seagrass communities will be mapped using GIS aerial interpretation from the available imagery. A findings map of the identified changes in sediment and seagrass locations within the Study Area will be prepared.

The findings of the Desktop Review and Assessment will be utilized to identify field evaluation areas (areas of interest) for the placement of representative transects and quadrat sampling locations during the Preliminary Site Reconnaissance. These findings will be shared via conference call and submitted as part of the Memorandum of Project Understanding.

### 1.3 Preliminary Site Reconnaissance

PSP will conduct a Preliminary Site Reconnaissance in the areas of interest, as identified during the Desktop Review and Assessment. The objectives of this Preliminary Site Reconnaissance are to characterize the terrestrial vegetative and seagrass species present and approximate the spatial extents, presence, or absence, of seagrasses within the Study Area. This Preliminary Site Reconnaissance will inform the development of dredged material placement alternatives through an improved understanding of conditions at which seagrass species are currently thriving in the project vicinity.

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During the site reconnaissance, PSP will conduct an initial site characterization of the existing super-tidal and sub-tidal habitats and the physical environments around PAs 4B, 5, and 6 and near the junction of the Manfield Channel with the Gulf Intracoastal Waterway. In super-tidal areas, PSP will conduct transects to qualitatively characterize the vegetative communities on the PAs. Additionally, PSP will approximate the jurisdictional limits of habitats observed on the PAs in accordance with the 1987 Corps of Engineers Wetland Delineation Manual<sup>1</sup> (1987 Manual) and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0 – November 2010<sup>2</sup>; Regional Supplement). Please note that habitat characterization activities under this task are for planning purposes only and do not include the field delineation, survey, regulatory agency wetland determination application preparation, regulatory review, or other permitting support services/activities.

Within sub-tidal areas, PSP will conduct quadrat sampling to characterize seagrass species present and refine, through limited ground-truthing, the aerially approximated spatial extents, presence or absence, of seagrasses within the Study Area. PSP will sample up to 100 individual locations as determined during the Desktop Review and Assessment. At each location, PSP will assess the coverage abundance by species and total seagrass coverage abundance using the Braun-Blanquet<sup>3</sup> cover abundance scale. If water clarity allows, digital underwater photographs will also be taken and qualitative assessments, including, but not limited to, presence or absence, general appearance, and epiphytic coverage of the seagrass will be noted. Please note that the services under this task (Task 2) only includes the characterization of the seagrasses within sub-tidal areas of the Study Area and does not provide a complete map of the limits of the seagrasses.

Additionally, PSP will collect limited bathymetric data across the Study Area using a single-beam sonar to establish depth ranges at the seagrass habitat characterization areas. Please note that this bathymetric data will not be conducted by a licensed surveyor and is limited to the habitat characterization activity areas within the Study Area.

Following the completion of the field sampling activities, PSP will prepare a report of the findings of the Preliminary Site Reconnaissance activities. The information from this report will be prepared for supporting the development of the Sediment Management Plan.

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<sup>1</sup> The *1987 Corps of Engineers Wetlands Delineation Manual* (Technical Report Y-87-1) is used for identification and delineation of wetlands potentially subject to regulation under Section 404 of the Clean Water Act (CWA): [1987 Wetlands Delineation Manual \(army.mil\)](#)

<sup>2</sup> The *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0)* provides technical guidance and procedures for identifying and delineating wetlands that may be subject to regulatory jurisdiction under Section 404 of the CWA or Section 10 of the Rivers and Harbors Act: [Regional Supplement \(oclc.org\)](#)

<sup>3</sup> Braun-Blanquet Coverage Abundance Scale. Braun-Blanquet, J. 1965. *Plant Sociology: The Study of Plant Communities*. Hafner, London.



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**Reference:** Laguna Madre Rookery Island Restoration

### **Task 1 Schedule and Deliverables:**

- Kickoff Meeting to be held within four (4) weeks of Notice to Proceed (NTP)
- Meeting minutes and project schedule will be submitted within two (2) weeks following kickoff meeting.
- Site Reconnaissance (field work) - timing will be based on weather conditions and preferred windows for seagrass surveys. PSP will coordinate closely with TxGLO to establish a schedule which is acceptable to stakeholders and governing agencies. It is anticipated that field work will be conducted in late Spring 2025.
- Preliminary Site Reconnaissance Report of Findings will be submitted within six (6) weeks of data collection.

## **2 Modeling and BUDM Feasibility Study**

PSP will perform an existing conditions assessment to establish an understanding of the physical conditions currently influencing the channel and adjacent habitats within the project area. This analysis will include statistical descriptions of the wind and wave climate, tidal fluctuations, ebb and flood processes, local relative sea level rise, and extreme statistics of wind generated waves and water levels. Water quality and clarity will be qualitatively evaluated based on available literature. In addition to the data obtained from the preliminary site reconnaissance, data for this task will be acquired from publicly accessible sources such as NOAA, USGS, and relevant previous studies and models, where available.

With the above information, a two-dimensional (2D) coupled hydrodynamic and wave model will be developed for the project area, including the entirety of Laguna Madre and the tidal connections to the Gulf of Mexico. The model will be used to evaluate the day to day, seasonal, and storm generated coastal processes, including tidal circulation and wind wave growth and propagation, affecting the site and influencing critical habitat development and loss under existing conditions. In particular, tide, wind, and wave generated circulation patterns within the seagrass and marsh complex will be evaluated. The model will be calibrated and validated (when possible) using historical data.

Up to four (4) scenarios for rookery island establishment or restoration will be modeled for a qualitative understanding of influences on seagrass communities and long-term morphological changes. With TxGLO's approval and resource agency support, PSP will evaluate each proposed alternative's influence on nearby seagrass communities, and potential long-term morphological changes. The results of this analysis will be documented as part of the Sediment Management Plan developed in Task 3.

### **Task 2 Schedule and Deliverables:**

- Virtual progress meetings will be held monthly over the course of this task. PSP will document feedback and actions via email to all attendees.
- Virtual meetings will also be scheduled to coordinate with TxGLO at critical stages such as validation of site conditions, establishment of design scenarios, and development of rookery island alternatives. PSP will submit meeting slides and minutes following these meetings.

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Reference: Laguna Madre Rookery Island Restoration

- This task will be initiated following the first joint-agency meeting (see subtask 3.2), and is estimated to be complete within five (5) months of the field work. Alternatives analysis modeling efforts will be conducted concurrently with tasks 3.1 and 3.2.

## 3 Draft Sediment Management Plan

### 3.1 Engineering and Reporting

PSP will identify potential sediment restoration needs within the project vicinity and evaluate these for feasibility for BUDM projects, with a focus on rookery islands, using sediment from Mansfield Channel. PSP has previously conducted a sedimentation and dredge frequency study for the Mansfield Channel and will refine this information to define lifecycle needs for dredging the inland section of Mansfield Channel. Dredge material quantities and characterization will be evaluated based on public data to establish a sediment budget for restoration.

The alternatives developed and evaluated under Task 2 will be brought to a conceptual level of design for evaluation. PSP will develop conceptual level coastal structures designs, if necessary to support the restoration alternative (e.g., living shoreline or dredge material containment barrier). Additional subsets of each alternative will be developed under this task to address possible project phasing alternatives, alternative containment strategies, and identify the preferred BUDM approach.

A Sediment Management Plan (SMP) technical memorandum will be developed and updated with the progression of this work. This plan will include documentation of engineering analysis and alternatives for sediment management of the Mansfield Channel and rookery island restoration. Prior to submitting the first draft PSP will provide an outline of the proposed SMP to TxGLO for comment. A partial draft of the SMP will be prepared and submitted in advance of the 3<sup>rd</sup> agency coordination meeting (see subtask 3.2 below). Outcomes of this meeting, feedback from reviewers, and further design refinement will be included in an updated draft of the SMP. This document will be submitted to TxGLO for review comment.

### 3.2 Resource Agency Coordination

Involvement of the governing resource agencies will be an important component of this investigation. Early agency coordination will help to navigate compliance issues, identify and resolve potential concerns, and streamline future regulatory approvals. Resource agencies are anticipated to consist of representatives of Texas Parks and Wildlife Department, U.S. Army Corps of Engineers, NOAA National Marine Fisheries, and U.S. Fish and Wildlife.

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**Reference:** Laguna Madre Rookery Island Restoration

Three joint-agency meetings are planned:

Meeting	Timing	Meeting Content	Objective
1	Following subtask 1.2	Share project approach and work plan	Develop and conduct an investigation which is supported by the resource agencies.
2	Prior to alternatives analysis	Share project progress, hypothesis and preliminary conclusions	Collaborate with resource agencies for development of rookery island alternatives which resource agencies may support, identify compliance concerns
3	Following alternatives analysis, prior to final reporting	Share alternatives analysis results	Solicit agency feedback on the alternatives analysis which will be considered in the design refinement and development of the Sediment Management Plan document.

PSP will lead resource agency coordination, including scheduling and planning of meetings, developing agendas and presenting at meeting. PSP will document each meeting with Meeting Minutes to be distributed to all parties for review and comment.

Task 3 Schedule and Deliverables:

- The schedule for meetings with resource agencies will be determined with the progression of the work as described in the above table.
- First draft SMP will be submitted two weeks in advance of joint-agency meeting #3.
- Second draft SMP will be submitted within six (6) weeks following joint-agency meeting #3.
- Final draft SMP will be submitted within two (2) weeks following receipt of comments.
- Presentation materials, agenda, sign-in sheet, minutes, and/or notes will be delivered within 1 week following each meeting.
- This task is estimated to be complete within three (3) months of Task 2.

**Assumptions:**

- Unless otherwise noted, all deliverables will be submitted electronically.
- Unless otherwise noted, all deliverables assume one round of review and revision.
- Site reconnaissance is estimated to take up to five (5) consecutive days of field efforts and includes costs for travel, boat rental, diver and dive equipment, survey and safety supplies. It is assumed all work will be conducted during a single mobilization to the site.
- It is assumed that progress meetings will be held monthly (on average) between TxGLO project manager and PSP’s project manager with attendance by others as necessary based on current project activities.
- A maximum of two in-person meetings are assumed under subtask 3.2. These meetings may be held at Port Mansfield, USACE Galveston District Field office in Corpus Christi, or Galveston District office in Galveston

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Reference: Laguna Madre Rookery Island Restoration

### Compensation

PSP is prepared to execute this SOW within one week 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 of \$448,357. PSP will invoice for the work on a monthly basis throughout the duration of the work. Payment of invoices is expected within 60 days of submission.

Stantec's proposed Billing Rate Schedule is included in Attachment A. Below is a summary of the estimated fees per task.

<b>Task 1: Data Collection and Desktop Study.....</b>	<b>\$ 146,807.00</b>
<b>Task 2: Modeling and BUDM Feasibility Study.....</b>	<b>\$ 145,904.00</b>
<b>Task 3: Draft Sediment Management Plan.....</b>	<b>\$ 155,646.00</b>
<b>Total Estimated Fee.....</b>	<b>\$ 448,357.00</b>

Sincerely,

**STANTEC CONSULTING SERVICES INC.**



**Betty Sanders** PE  
Senior Principal, Operations Leader  
Phone: (713) 403-1629  
Betty.Sanders@stantec.com



**Stephanie Rogers** PE  
Project Manager  
Phone: (512) 236-6844  
Stephanie.Rogers@stantec.com

[stantec.com](http://stantec.com)



**Attachment A - Billing Rate Schedule**

<b>Staff Rates</b>			
<b>Labor Classification</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Senior Technical Expert/ Company Officer	\$322.00	\$334.00	\$346.00
Principal Professional 2	\$281.00	\$291.00	\$302.00
Principal Professional 1	\$272.00	\$282.00	\$292.00
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.

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

**Stantec Consulting Services Inc.**

1905 Aldrich Street, Suite 300  
 Austin TX 78723-3544

## 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](mailto:insurance@GLO.TEXAS.GOV)
- (b) **prominently display "GLO Contract No. 22-004-027 and Work Order No. E863."** and
- (c) Name the General Land Office as an additional insured.

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

**REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE**



Contract No. \*\*\*\*\*

DATE (MM/DD/YYYY)

# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

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

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	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