



Software License and Maintenance Agreement for Altitude Implementation of Texas Beach Watch

Texas Beach Watch is an application implementation within Stantec's Altitude™ platform

This Software License and Maintenance Agreement (the "**Agreement**") is effective the date last signed (the "**Effective Date**") and is between Stantec Consulting Services Inc. ("**Stantec**" or "**Provider**") and the Texas General Land Office ("**Client**" or "**GLO**"). Each of Stantec and Client are referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. Stantec has created and uses a suite of digital tools and processes that comprise the core of digital property in its business of providing consulting services, with such tools and processes being subject to continual improvement, development and deployment by Stantec; and
- B. Client wishes to subscribe for the use of the Digital Property by its employees and/or consultants and contractors as provided for hereunder (collectively, "**Users**"); and
- C. The Parties wish to enter into this Agreement to set out their respective rights in respect of Stantec's provision of, and Client's use of the Digital Property by its Users.

NOW THEREFORE for good and valid consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. **Contract Documents.** This Software License and Maintenance Agreement (the "License Agreement") and the following Contract Documents which are incorporated herein in their entirety for all purposes shall constitute the entirety of the Agreement:

- Attachment A – Stantec Terms and Conditions
- Attachment B – Scope and Technical Parameters of Digital Property
- Attachment C – Subscription Fees
- Attachment D – Texas General Land Office Terms and Conditions for Vendor-Supplied Contracts
- Attachment E – Stantec Technical Proposal
- Attachment F – GLO Information Security Appendix
- Attachment G – Deliverable Acceptance Form
- Attachment H – Required Insurance

2. **Order of Precedence for Agreement.** If the provisions of the License Agreement and the above-referenced Contract Documents conflict, such conflicts shall be resolved in the following order of precedence: Sections 1, 2, and 2(a) of this License Agreement, Paragraph 7 "No Warranty" of Attachment A, Attachment D, Attachment F, Attachment H, The remainder of this License Agreement; Attachment G, The remainder of Attachment A; Attachment E, Attachment B; and Attachment C.

- (a) The Parties agree that no term, condition, statement or affirmation in this Agreement or another document purporting to require GLO to indemnify Stantec or any of Stantec's agents, contractors, parent companies, employees, or third-party service providers shall apply to this Agreement.
3. **Scope and Technical Parameters of Digital Property.** Digital Property is defined in Attachment B. Stantec shall provide Client services as outlined in Attachment E. This includes access to the Digital Property subject to those limitations and technical parameters described in Attachment B and Client's compliance with the terms of this Agreement.
4. **Subscription Fees and Terms.** Client shall pay Stantec the fees for the term of the Agreement as described in Attachment C.
5. **Counterparts and Electronic Execution.** This Agreement may be executed in two (2) or more counterpart copies, all of which counterparts when taken together shall have the same force and effect as if all Parties had executed a single copy of this Agreement. Each Party may execute this Agreement in electronic format, either by facsimile or portable document format (PDF) and delivery of such electronic executed document to the other Party shall be proof of execution by the Party thereto.
6. **Required Insurance.** For the duration of this Contract, Provider must acquire and maintain insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance in the type, amount, and form required by **Attachment B** of this Contract, Required Insurance. Provider must submit to the Client certificates of insurance and other documents necessary to establish to the Client's satisfaction that Provider carries the types and amounts of insurance specified in this Contract. If the insurance needs changes due to applicable law or the Client determines any policy does not comply with the terms of this Contract, Provider must secure such additional policies or coverage that the Client may reasonably request to comply with this Contract or that are required by law or regulation.
7. **Deliverables Based Agreement.** This Agreement is deliverables based. As such, no payment for partially completed deliverables shall be made to Stantec. Payment from Client to Stantec for services is contingent upon Client's acceptance of any deliverables specified in the Agreement in conformance with the acceptance criteria found in Attachment G.
- (a) Stantec will provide Client with an estimated timeline and deliverables schedule for the implementation phase of the project. Once the Client's project manager approves the deliverables schedule, it shall replace Figure 6 found on page 2 of Attachment E and form a part of the Agreement.
- (b) The Parties agree that during the Contract term, the schedule in Attachment E may be modified from time to time. When such modification is approved in writing by the Parties, and, in accordance with written instructions provided by the GLO's project manager to Stantec, such modifications shall automatically amend Attachment E and the Agreement.
- (c) The Parties agree that each task described in the deliverables schedule constitutes a discrete deliverable. Stantec will only be able to invoice for these tasks when Stantec completes them and Client accepts them pursuant to the acceptance criteria found in Attachment G.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

STANTEC CONSULTING SERVICES INC.

TEXAS GENERAL LAND OFFICE

DocuSigned by:



Name: Jeff Albee

Title: Director of Technology Solutions

I have authority to bind the corporation.

6/7/2024

DocuSigned by:



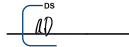
Name: Mark A. Havens

Title: Chief Clerk

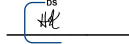
I have authority to bind the Texas General
Land Office

6/10/2024

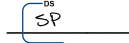
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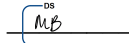
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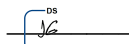
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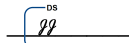
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Attachments to the Agreement Follow:

- Attachment A – Stantec Terms and Conditions
- Attachment B – Scope and Technical Parameters of Digital Property
- Attachment C – Subscription Fees
- Attachment D – Texas General Land Office Vendor Supplied Agreement Terms and Conditions
- Attachment E – Stantec Technical Proposal
- Attachment F – GLO Information Security Appendix
- Attachment G – Deliverable Acceptance Form

ATTACHMENT A

TERMS AND CONDITIONS

1. Definitions.

- a. **“Background Intellectual Property”** means Intellectual Property of a Party that is proprietary to that Party and was conceived, created, or developed prior to, or independent of, any work performed pursuant to or related to this Agreement.
- b. **“Diagnostic Data”** means data created in order to monitor quality and performance of the Digital Property. Diagnostic Data shall not include Personal Identifiable Information.
- c. **“Enhancements”** shall mean changes to the Digital Property, whether made at the request of Client or implemented independently by Stantec.
- d. **“Foreground Intellectual Property”** means Intellectual Property that is discovered, created or reduced to practice in the performance of this Agreement. Foreground Intellectual Property contemplated at this time includes:
 - i. Intellectual Property rights in Work Product;
 - ii. Enhancements to the Digital Property.
- e. **“Input Data”** means data compiled to enable the Digital Property to output useful information for delivery to Client.
- f. **“Intellectual Property”** means all intellectual property, including technical information, documents, know-how, copyrights, models, drawings, specifications, prototypes, inventions, patents and software.
- g. **“Output Data”** means data produced by the Digital Property including the Work Product and Diagnostic Data.
- h. **“Personal Identifiable Information”** data that can be used to clearly identify an individual.
- i. **“Stantec’s Pre-Existing Input Data”** means Input Data that is proprietary to Stantec and was conceived, created, or developed prior to, or independent of, any work performed pursuant to or related to this Agreement.
- j. **“Work Product”** means output from the Digital Property, including by way of illustration raw data, matrices of flood probabilities, shape files suitable for geo-corrected spatial mapping, and suites of digital information used to configure the Digital Property.

2. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of three (3) years. Upon mutual agreement in writing, this Agreement shall optionally renew for up to two (2) successive periods of one (1) year upon the expiration of the initial term.
3. **Termination.** Client may terminate this Agreement any time after the end of the initial term by providing thirty (30) days prior written notice to Stantec.

Either Party may terminate this Agreement for default, effective upon written notice to the other Party (the “**Defaulting Party**”), if the Defaulting Party:

- a. materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; or
- b. becomes insolvent or admits its inability to pay its debts generally as they become due; or
- c. becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within thirty (30) business days or is not dismissed or vacated within sixty (60) days after filing; or
- d. is dissolved or liquidated or takes any corporate action for such purpose; or
- e. makes a general assignment for the benefit of creditors; or
- f. has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

All confidentiality, intellectual property, ownership, limitation of liability, indemnity and limitation of warranty provisions contained in this Agreement shall survive upon the termination of this Agreement.

4. **Confidential Information.**

- a. The Parties may disclose confidential information to each other to facilitate performance of this Agreement. Such information will be identified as “**Confidential Information**” in writing at the time of its transmittal, or in the event of oral communications, when so identified as confidential in writing within ten (10) days thereafter, and will be safeguarded and not disclosed to third parties by the receiving Party. Confidential Information will not include information that:
 - i. is already known to the Party to which it is disclosed;
 - ii. is or becomes part of the public domain without breach of this Agreement;
 - iii. is obtained from third parties which, to the knowledge of the receiving Party, are not subject to any obligations to the other Party to keep such information confidential; or

- iv. was independently developed by the receiving Party without the use of any of the Confidential Information of the disclosing Party.
- b. Notwithstanding anything contained herein, each Party may disclose Confidential Information to its officers, employees, consultants and agents on a need-to-know basis as required to perform this Agreement, provided that such persons agree to be bound by terms at least as restrictive as those contained herein.
- c. Notwithstanding any provision herein to the contrary, in the event that the receiving party becomes obligated by mandatory applicable law, regulatory rule, public records request, subpoena or judicial or administrative order to disclose Confidential Information or any portion thereof, to any governmental authority or court, such receiving party shall, if legally permitted, immediately notify the disclosing party of each such requirement and identify the Confidential Information so required thereby, so that the disclosing party may seek an appropriate protective order or other remedy with respect to narrowing the scope of such requirement and/or waive compliance by the receiving party with the provisions of this Agreement. If, in the absence of such protective order or other remedy, the receiving party is nonetheless required by mandatory applicable law to disclose any part of the Confidential Information which is disclosed to it hereunder to any governmental authority or court, such receiving party may disclose such Confidential Information without liability hereunder, provided, that, the receiving party shall furnish only such portion of the Confidential Information which is legally required to be disclosed and only to the extent required by law.
- d. All obligations of confidence and non-use created under this Agreement shall terminate five (5) years from the completion or termination of this Agreement. Upon written request of the disclosing Party, the receiving Party agrees to return all copies of Confidential Information to the disclosing Party; provided, however, that the receiving Party shall be entitled to retain one (1) archival copy of all Confidential Information solely to ensure compliance with their rights and obligations hereunder.

5. Ownership.

- a. **Background Intellectual Property.** Each Party shall each retain all right, title and interest in its own Background Intellectual Property.
- b. **Digital Property and Enhancements.** Stantec exclusively owns and retains all right, title and interest in the Digital Property, including Enhancements that result from Client feedback. Stantec provides Client with a limited, non-exclusive, non-transferable, non-sublicensable, term license to access and use the Digital Property and Enhancements, subject to the terms of this Agreement.
- c. **Input Data.** Input Data created and delivered under this Agreement shall be owned by Client. Client provides Stantec with a worldwide, perpetual, irrevocable, license to Input Data for purposes of performing its obligations under this Agreement and for the purposes of improving the quality or delivery of the Digital Property, for the creation of anonymized datasets for further analysis and use outside of this Agreement and for the development of new technologies and processes. Stantec exclusively owns and retains all right, title and interest in Stantec's Pre-Existing Input Data. Stantec provides Client with a limited, non-exclusive, non-transferable, non-sublicensable, term license to use Stantec's Pre-

Existing Input Data, subject to the terms of this Agreement. Each Party shall hold license to third party data that it inputs into the Digital Property pursuant to the terms of its agreement with such third-party data provider.

- d. **Output Data.** Client exclusively owns and retains all right, title and interest in Output Data. Client provides Stantec with a worldwide, perpetual, irrevocable, license to Output Data for the purposes of performing its obligations under this Agreement and for the purposes of improving the quality or delivery of the Digital Property, for the creation of anonymized datasets for further analysis and use outside of this Agreement and for the development of new technologies and processes. Client agrees that the product of any such analysis is the exclusive property of Stantec. Stantec agrees to treat the Output Data as Client's Confidential Information in accordance with the terms of this Agreement.
- e. **Diagnostic Data.** Stantec exclusively owns and retains all right, title and interest in Diagnostic Data.

6. Client Responsibilities.

- a. Client agrees not to, directly or indirectly, and shall ensure its Users do not:
 - i. upload or distribute in any way files that contain viruses, corrupted files or any similar software or programs that may damage the operation of the Digital Property;
 - ii. duplicate, modify, decompile, reverse engineer, or disassemble the Digital Property or create any derivative works thereof;
 - iii. copy, sub-license, sell, rent, lease, distribute or otherwise transfer rights or provide any third party with access to the Digital Property or any portion of the Digital Property;
 - iv. use or replicate the Digital Property, or allow other parties to review the model or source code, use, or replicate the Digital Property to compete with Stantec in any aspect of Stantec's business;
 - v. provide access to the Digital Property to any third parties without the prior written consent of Stantec; or
 - vi. use the Digital Property in any manner not authorized by this Agreement.
- b. The Parties will not reverse engineer, modify or create derivative works to avoid the terms of this Agreement.
- c. Client shall ensure that all Users are legally required to comply with the terms of this Agreement, including the confidentiality provisions contained herein.
- d. Client is responsible for, and shall indemnify Stantec for, any and all misuse or misappropriation of the Digital Property as well as disclosure of Confidential Information by Users.

- e. Client is responsible for all costs incurred by Users in accessing the Digital Property.
 - f. Client is responsible for providing an email service to send notifications to subscribers.
 - g. Client is responsible for providing the Okta identity provider.
7. **No Warranty.** The Digital Property is provided “as is” without warranty of any kind, either express or implied, including (without limitation) the implied warranties of merchantability and fitness for a particular purpose. Stantec makes no warranty that the Digital Property will meet Client’s requirements, that the Digital Property will operate in combination with any other products, programs or software that Client may select for its use or will be error-free, uninterrupted, timely or secure. Client acknowledges that programs, software and digital platforms in general are not error-free. Stantec does not warrant or make any representations regarding the use, or the results of use, of the Digital Property or its interaction with Client’s Data with respect to their correctness, accuracy, reliability, or otherwise. Stantec shall not be liable for any loss or damage suffered by Client arising from any defect in the Digital Property.
8. **Limitation on Liability.** For any claim or cause of action arising under or related to the Agreement, to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages. Any limitation of Stantec’s liability contained herein shall not apply to: claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation. Stantec’s liability for damages in any claim or cause of action arising under or related to Agreement shall be limited to no more than two-times the total value of the Agreement. Such value includes all amounts paid and amounts to be paid over the life of the Agreement to Stantec by GLO.
9. **Indemnity.** Client releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, including but not limited to reasonable attorney’s fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, Client’s use of the Digital Property, excepting liability arising from Stantec’s gross negligence or willful misconduct.
10. **Force Majeure.** Except for the payment of a monetary amount which is due under the terms of this Agreement, neither Party shall be responsible for a delay in performance under this Agreement if such delay is caused by a force majeure event or an event beyond its reasonable control or contemplation, including, but not limited to, labor strikes, riots, war, acts of governmental authorities, inability to obtain required materials or services, severe weather conditions or other natural catastrophe or acts of God.
11. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the Parties pertaining to the provision of the Digital Property by Stantec to the Client and the use of such Digital Property by the Client, and supersedes all prior agreements, understandings,

negotiations, representations and discussions, whether verbal or written, of the Parties, pertaining to that subject matter. Notwithstanding the foregoing, any existing agreements between the Parties in respect of the use and maintenance of the Digital Property shall remain in full force and effect.

12. **Amendment and Waiver.** This Agreement may be amended or modified only by a written document executed by each of the Parties.
13. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions and shall be construed in all respects as if an invalid or unenforceable provision were omitted.
14. **Independent Parties.** Nothing in this Agreement is intended or shall be construed to establish or create an agency, partnership or joint venture relationship between the Parties.
15. **No Third-Party Beneficiaries.** This Agreement is intended for the sole benefit of the signatories to this Agreement and is binding on their respective successors and permitted assigns. Nothing in this Agreement is intended or may be construed to give any person, firm, corporation or other entity, other than the signatories hereto any legal or equitable right, remedy or claim under this Agreement.

ATTACHMENT B

SCOPE AND TECHNICAL PARAMETERS OF DIGITAL PROPERTY

The provision of the Digital Property includes the following:

1. **Digital Property.** The digital product (the “**Digital Property**”) subject to this Agreement is as follows:

Altitude implementation of the Texas Beach Watch, a Software as a Services (SaaS) application developed and maintained by Stantec. It provides a web accessible water quality data management system that includes:

- A web-based application to record and manage data collected at various coastal sites;
- Supplemental data collection capability for the program’s Field Observation contractors that is Device Agnostic and integrated into one database and made available for query and manipulation; and
- Text and email notification capability with sending of messages through a Client provided system.

The Digital Property will integrate with:

- An improved public-facing website that provides data viewer mapping, location, and related geospatial services by providing a one-way map data integration of monitored sites with status and by receiving notification sign up requests;
- a predictive modeling set provided by a third-party via API with two-way communication;
- one-way to reporting systems through secure OData API endpoints;
- and one-way EPA website manually through reports generated using the system.

The quantity of direct users of the system are up to the following maximum: 5 internal data consumer end users, 30 external field staff/data submitter end users, and 6 internal database administrators/data analyst.

2. **Implementation Services** are provided as described in Attachment E, Stantec Technical Proposal.
3. **User and Technical Support** is provided to Users during business hours (08:00 - 17:00 EST (UCT-5) Monday to Friday). Support includes:
 - (a) Support Portal for knowledge base articles, submitting support requests, and tracking resolution of support requests.
 - (b) Ticket Response Time: Once a ticket has been opened with Stantec a Stantec resource will assign and acknowledge receipt of the ticket within 24 hours.
 - (c) Ticket Resolution Time: The goal of Stantec is to resolve any open issues as quickly as possible with time varying based on their complexities. The goal is to resolve most issues within 2-5 business days. If the complexity of the issue will take longer than 2-5 business days, a project summary and action plan will be created to identify the steps to resolution and an estimated time frame to completion will be provided.

- (d) Troubleshooting and resolving questions regarding use of the Digital Property up to eight (8) hours per month by the product support team. Resolving issues listed in (e) through (i) are not included in this time budget.
- (e) Service outage notification
- (f) Service restoration
- (g) User authorization to system features
- (h) Disaster Recovery of data
- (i) Assistance in accessing the Digital Property hosted from the subscribed cloud service
- (j) Out-of-Scope Work: Sometimes items are found after implementation that are new functional requests that were not identified during the original implementation phase. Those items will be tagged as functional changes and a scope of work, actions, time estimate, and cost will be provided for those additional enhancements.

4. Security and Access

(k) Platform Security

- i. The Digital Property data repository and analytics engine are secured by Stantec. The Digital Property can only be accessed by authorized users who have the correct permissions and privileges.
- ii. All content on, and use of, the Digital Property falls under the umbrella of Stantec's information technology security practices, as modified from time to time, backup procedures, and disaster recovery protocols.
- iii. The Digital Property, all dependent interfaces, and user interface access is secured by an industry standard security model implementing two factor authentication (2FA) where required, or equivalent or improved security measures that Stantec may implement in the future.

(l) Digital Property Availability

- i. The Digital Property is hosted on a third-party cloud platform that meets current industry standards for reliability and security. Stantec has no control over the cloud provider's policies, procedures, and maintenance routines. If Stantec becomes aware of any activities being performed by the cloud service provider that will disrupt service, Stantec shall make reasonable efforts to communicate the impact on the Digital Property during this period. The Digital Property requires administrative maintenance from time to time and therefore during those periods access to the Digital Property could be affected. Stantec will make a reasonable effort to notify potentially affected users in advance of any planned outages.
Stantec will coordinate with the client on scheduling of planned outages for maintenance and enhancements of the Digital Property. Stantec will work to accommodate the Client preference for this to be performed on a day and time for the planned outage.

(m) User Access Credentials will be secured as follows:

- i. All Users must be authorized by a Stantec approved Azure B2C (Business- to-Consumer) Identity Provider, or other such authorization

services as may be used by the Digital Property in the future, to access the Digital Property. This will include a federated integration with Okta, allowing Users to authenticate through the approved Azure B2C identity provider.

- ii. The Digital Property client-side user interface will be accessible by authorized Users who have authenticated in the Azure B2C security model. Once an authorized User accesses the Digital Property, a security token cookie is used for the session and subject to a timeout if there is no activity.
- (n) **Client Data** will be secured as follows:
Client Data can only be accessed by Users who have successfully authenticated using an approved MS Azure Identity Provider AND have sufficient authorization privileges to the data as configured in the Digital Property by the Client.
- (o) **Data Recovery:**
 - i. Data stored within the Digital Property is backed up on a regular schedule and in the event of a data loss can be recovered from the backup.

5. System Requirements

- (p) The Digital Property can be accessed by any HTML5 compatible web browser which supports JavaScript and allows cookies. The browser must allow JavaScript execution.
- (q) Client web browser platform must also allow Content Delivery by Network (CDN) for the Digital Property user interface to work correctly.
- (r) The Digital Property is operating system (OS) agnostic; however, the Digital Property outputs are prepared in *.xlsx (MS Excel), *.xml, and *.pdf format. Other file formats are specific to industries and types of modelling applications.
- (s) For full benefit and functionality, a business-class broadband internet connection should be used. Bandwidth of at least 3 Megabits per second (MBS) is recommended for basic work and 10MBS for modelling work.

6. Disclaimers and Limitations

Client acknowledges and agrees to the following disclaimers and limitations regarding Texas Beach Watch on Altitude (TBWA):

- (t) Texas Beach Watch on Altitude (TBWA) is a water quality data management system with integrations to external components. TBWA is solely dependent upon the data submitted to it from authenticated connections by authorized Client representatives. TBWA does not make any recommendations for action except those input by the Client or authorized representatives. TBWA is a data management and reporting system based on the provided data.

Stantec uses data made available from water quality measurements provided by the Client or authorized representatives. Stantec stores the provided data

but is dependent on those providing the data to make sure correct data is captured and verified for data management, reporting, and sharing with integrated components. Stantec does not assume liability for inaccurate results generated by TBWA due to errors in data entry or managing data in TBWA.

(u) Limitations of using Texas Beach Watch on Altitude (TBWA):

TBWA relies on data provided by the Client or authorized representatives. Accuracy in handling of field collected samples or lab analysis are not managed by TBWA. Any change in data submitted that varies from assumed units and representative in TBWA should be relayed to Stantec as soon as possible. Delays in relaying such information could cause incorrect reporting of results.

ATTACHMENT C**SUBSCRIPTION FEES****1. Fees.** Client shall pay Stantec the following fees:

- (a) **Initial Fee.** Upon the execution of this Agreement, Client shall pay to Stantec a one-time configuration fee for Client's use of the Digital Property in the amount of \$420,411 USD.
- (b) **Subscription Fees.** The subscription fee schedule detailed below is based on a number of factors that impact the complexity of the service provided by Stantec, including the amount of data, and number of analytical modules, among other factors.

As of the Effective Date, Client has elected to receive an initial level of service at an annual subscription fee of \$61,806 USD, payable monthly installments of \$5,151. Any subscription fees for additional levels of service which Client may elect to receive in the future will be incorporated as warranted.

With escalation included as noted in 1 (d), the year-by-year subscription fee schedule up to five (5) years is as follows:

Year	Fee
1	\$61,806
2	\$63,969
3	\$66,208
4	\$68,525
5	\$70,924

- (c) **As-Needed Services.** Consulting services, additional support, training, and any enhancements to Digital Property may be provided by Stantec to Client on an hourly basis, at a blended rate of \$300 per hour.

A budget is set at 100 hours per year to be used for Client approved as-needed services, totaling \$30,000 at the blended rate of \$300 per hour.

2. Payment. All payments made under this Agreement shall be made in accordance with Attachment D.

Texas General Land Office Terms and Conditions for Vendor-Supplied Contracts

The Texas General Land Office (the “GLO”) and Stantec Consulting Services Inc. (“Vendor”) (each a “Party” and collectively the “Parties”) agree the terms and conditions herein are incorporated into the contract supplied by Vendor (assigned GLO Contract No. 24-152-000-E552) (“Contract”) for all purposes. Vendor certifies the statements and affirmations herein are true and correct. If any term, condition, statement, or affirmation herein conflicts with any term, condition, statement, or affirmation in another document, the term, condition, statement, or affirmation herein shall control.

1. **Abandonment or Default.** If Vendor abandons work or defaults on the Contract by breaching any of its terms or conditions, the GLO may terminate the Contract without notice.
2. **Prohibited Benefits to Public Servants.** Vendor represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
3. **Texas Resident Bidder.** Vendor certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Vendor and Vendor qualifies as a Texas Bidder, as defined in Section 2155.444(c) of the Texas Government Code, .
4. **Prohibited Financial Participation.** Pursuant to Section 2155.004(a) of the Texas Government Code, Vendor certifies that neither Vendor nor any person or entity represented by Vendor has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Vendor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Vendor from providing free technical assistance.*
5. **Delinquent Child Support.** Under Section 231.006 of the Family Code, the vendor or applicant [Vendor] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
6. **Executive Head of State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Vendor certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
7. **Debt Owed to the State of Texas.** Vendor agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Vendor to the State of Texas.
8. **Executive Order 13224.** Vendor certifies that it is not listed

in the prohibited vendors list authorized by Executive Order 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

9. **Suspension and Debarment.** Vendor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
10. **Convictions or Penalties in Connection with Hurricanes Rita and Katrina; Ineligibility.** Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006, 2155.0061, and 2261.053 of the Texas Government Code, Vendor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
11. **State’s Right to Audit Vendor.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Vendor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
12. **Antitrust.** Vendor represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Vendor nor the firm, corporation, partnership, or institution represented by Vendor, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Vendor.*
13. **Applicable Law; Venue; Sovereign Immunity.** The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law

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Texas General Land Office Terms and Conditions for Vendor-Supplied Contracts

provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Vendor. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Vendor. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Vendor under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.

14. **Preference for Texas Products and Materials.** If the Contract is for services, Vendor shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
15. **Conflicts of Interest.** Vendor has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
16. **Confidentiality.** To the extent permitted by law, Vendor and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Vendor or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Vendor or the GLO; or (c) information that Vendor or the GLO is otherwise required to keep confidential by this Contract. Vendor must not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.
17. **Public Information.** The GLO shall post this Contract to the GLO's website. Vendor understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Vendor is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas.
- By failing to mark any information that Vendor believes to be excepted from disclosure as "confidential" or a "trade secret," Vendor waives any and all claims it may make against the GLO for releasing such information without prior notice to Vendor. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Vendor shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Vendor shall forward the third party's contact information to the above-designated e-mail address.
18. **Dispute Resolution.** If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Vendor must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY VENDOR.
19. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any Contract obligation caused by force majeure. Such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failures of transportation, or other causes beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
20. **Funding Out Clause.** This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Vendor understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
21. **Taxes, Workers Compensation, Unemployment Insurance – Including Indemnity.** (a) Vendor shall be solely liable and responsible for payment of Vendor's and Vendor's employees' taxes of whatever kind, arising out of the execution or performance of the Contract. Vendor shall comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The GLO and the State of Texas shall not be liable to Vendor or its officers, agents, employees, representatives, contractors, assignees, designees, or others for the payment of taxes, or the provision of unemployment insurance, workers' compensation, or any benefit available to a state employee or employee of another governmental entity.
(b) Vendor shall indemnify, defend, and hold harmless the State

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Texas General Land Office Terms and Conditions for Vendor-Supplied Contracts

of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from tax liability, unemployment insurance, or workers' compensation in the execution or performance of the Contract and any Purchase Orders issued under the Contract. Vendor and the GLO shall furnish timely written notice to each other of any such claim. Vendor shall be liable to pay all costs of defense including attorneys' fees. Vendor shall coordinate its defense with the GLO and the Office of the Attorney General if the GLO is a named co-defendant with Vendor in any suit. Vendor may not agree to settle any such suit or other claim without first obtaining the written consent of the GLO and, if applicable, the Office of the Attorney General.*

(c) The GLO is exempt from federal, state, and local taxes. Vendor shall not charge any taxes to the GLO.

22. Indemnity – Acts/Omissions. VENDOR, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. VENDOR AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

23. Infringement Indemnification. TO THE EXTENT ALLOWED BY LAW, VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR VENDOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS

PROVIDED TO THE GLO BY VENDOR OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF VENDOR'S PERFORMANCE UNDER THE CONTRACT. VENDOR AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, VENDOR WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF VENDOR OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND VENDOR WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

24. Independent Contractor; Assignment. Vendor and its employees, representatives, agents, and subcontractors shall serve as independent contractors in the performance of the Contract. Vendor and its employees, representatives, agents, and subcontractors shall not be employees of the GLO by virtue of the Contract. Should Vendor subcontract any of the services required under the Contract, Vendor agrees the GLO is not liable to any subcontractor(s) of Vendor. This provision does not relieve Vendor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with the Contract. Vendor may not assign any right or duty granted or imposed by the Contract without prior written approval of the GLO. Any attempted assignment in violation of this provision is void and without effect. The Contract binds Vendor's heirs, assigns, and other successors in interest.

25. Intellectual Property Ownership. For the purposes of this paragraph, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property, or other property developed, produced, or generated in connection with the Contract. All Work arising out of or connected with the performance of the Contract is made the exclusive property of the GLO. All right, title and interest in and to said property shall vest in the GLO upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to the Contract. To the extent that title to any such Work may not, by operation of law, vest in the GLO, or such Work may not be considered a work made for hire, all rights, Vendor irrevocably assigns all title and interest therein to the GLO. The GLO shall have the right to obtain and hold in its name any and all patents, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and

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Texas General Land Office Terms and Conditions for Vendor-Supplied Contracts

renewals thereof. Vendor shall assist the GLO, State of Texas, and their designees in perfecting the rights defined herein without any charge or expense beyond amounts payable to Vendor pursuant to the Contract. The term Work as described in this paragraph 25 covering Intellectual Property Ownership does not include the Stantec software platform Altitude per paragraph 1 of Attachment B to the Agreement.

26. **Records Retention.** Each Party shall retain in its records this Contract and all documents related to this Contract. Unless a longer retention period is specified by other applicable law or regulation, the Parties may destroy the Contract and related documents only after the seventh anniversary of the date: the Contract is completed or expires; or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Contract or related documents are resolved.
27. **Payment.** Before authorizing payment to Vendor, the GLO shall evaluate Vendor's performance using the performance standards set forth in the Contract. Vendor shall submit invoices to the GLO for delivered goods or completed services not later than the 15th day of the month after delivery or completion. The GLO shall make no payments without Vendor's prior submission of detailed, correct invoices. The GLO shall make payments in accordance with Texas Government Code Chapter 2251. Payments under the Contract are subject to the availability of appropriated funds. Vendor acknowledges and agrees that payments for services provided under the Contract are contingent upon the GLO's receipt of funds appropriated by the Texas Legislature. **ALL Vendor invoices shall: 1) be submitted via email to VendorInvoices@GLO.TEXAS.GOV; 2) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and 3) prominently display "GLO Contract No. 24-152-000-E552."** If Vendor does not submit invoices in strict accordance with the instructions in this section, payment of invoices may be significantly delayed. Vendor agrees that the GLO shall not pay interest, fees, or other penalties for late payments resulting from Vendor's failure to submit invoices in strict accordance with the instructions in this section.
28. **Severability.** If a court of competent jurisdiction determines any term or condition herein or any provision of the Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
29. **Termination.** The GLO may, in its sole discretion, terminate the Contract upon thirty (30) days' written notice to Vendor by email, facsimile, or certified mail return receipt requested. Notice is effective upon Vendor's receipt. In the event of such termination, Vendor shall, unless otherwise mutually agreed upon in writing, cease all work immediately and terminate any subcontracts. The GLO shall only be liable for payments for any goods or services delivered by Vendor before the termination date. If Vendor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any terms and conditions of the Contract, the GLO may, upon written notice of default to Vendor, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy. The GLO may exercise any legal, equitable, or contractual right, remedy, or privilege available to it. Vendor shall be liable for all costs and expenses, including court costs, the GLO incurs in the enforcement of any of the remedies listed herein. Upon the expiration or termination of the Contract, the GLO shall retain ownership of all work product and documentation obtained from Vendor under the Contract.
30. **Fraud.** The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Vendor must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
31. **Assignment of Claims.** Vendor hereby assigns to the GLO any and all claims for overcharges associated with this Contract arising under the laws of the United States or the State of Texas.
32. **Israel Boycott.** If Chapter 2271 of the Texas Government Code applies to this Contract, Vendor verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*
33. **Prohibited Business Engagements.** Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*
34. **Cybersecurity Training.** If Vendor, in its performance of the Contract, has access to a state computer system or database, Vendor must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Vendor must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Vendor must verify in writing to the GLO its completion of the cybersecurity training program.
35. **Continuity and Disaster Recovery.** Upon request of the GLO, Vendor shall provide copies of its most recent business continuity and disaster recovery plans.
36. **Computer Equipment.** If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Vendor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
37. **Television Equipment.** If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Vendor certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
38. **COVID-19.** Vendor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission

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Texas General Land Office Terms and Conditions for Vendor-Supplied Contracts

recovery on entry to, to gain access to, or to receive service from the Vendor's business. Vendor acknowledges that such a vaccine or recovery requirement would make Vendor ineligible for a state-funded contract.

39. Critical Infrastructure Affirmation. Pursuant to Government Code Section 2274.0102, Vendor certifies that neither it nor its parent company, nor any affiliate of Vendor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.*

40. Energy Company Boycotts. If Vendor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Vendor verifies that Vendor does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Vendor does not make that verification, Vendor must notify the GLO and state why the verification is not required.*

41. Entities that Discriminate Against Firearm Entities or Trade Associations. If Vendor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Vendor verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Vendor does not make that verification, Vendor must notify the GLO and state why the verification is not required.*

42. Professional Sports Teams. If Vendor is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Vendor will play the United States national anthem at the beginning of each team sporting event held at the Vendor's home venue or other venue controlled by Vendor for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Vendor to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Vendor may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

43. Survival of Terms and Conditions. The terms and conditions herein and in the Contract which, explicitly or by their nature, are intended by the Parties to survive the termination or expiration of the Contract shall survive the termination or expiration of the Contract.

44. Ownership Information. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Vendor certifies it has submitted this information to the GLO.*

45. Statements and Representations. Vendor represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance

of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.

46. Authority. The person executing the Contract certifies that he/she is duly authorized to execute the Contract on his/her own behalf or on behalf of Vendor and legally empowered to contractually bind Vendor to the terms and conditions of the Contract and related documents.

47. Contracting Information. To the extent Section 552.371 of the Texas Government Code applies to Vendor and the Contract, in accordance with Section 552.372 of the Texas Government Code, Vendor must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Vendor's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Vendor's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Vendor agrees that the Contract may be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.*

48. Cloud Computing Services. If the Contract is for a "cloud computing service" as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Vendor represents and warrants that it complies with the requirements of the state risk and authorization management program and Vendor agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.

49. Security Controls. If the Contract authorizes Vendor to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Vendor certifies that it will comply with the security controls required under this Contract and will maintain records and make them available to the GLO as evidence of Vendor's compliance with the required controls.

50. Former State Employment. Pursuant to Section 572.069 of the Texas Government Code, Vendor certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Vendor within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

51. Telecommunications Equipment and Services. If subject to 2 CFR 200.216, Vendor shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into

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Texas General Land Office Terms and Conditions for Vendor-Supplied Contracts

a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.

52. **Iron or Steel Products.** To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Vendor uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

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TECHNICAL PROPOSAL

PROJECT METHODOLOGY

Figure 5 below shows how Stantec will apply an Agile/Iterative methodology in developing the TBW solution and meeting the deliverables specified in your RFO. One of the key features of this methodology are sprints. Each sprint has a specific set of features that are typically defined, developed, and user

tested before moving onto the next sprint. We anticipate eight sprints as part of this effort, as demonstrated below. The actual number of sprints may be different but we have planned for at least eight based upon GLO's requirements and our past experience.

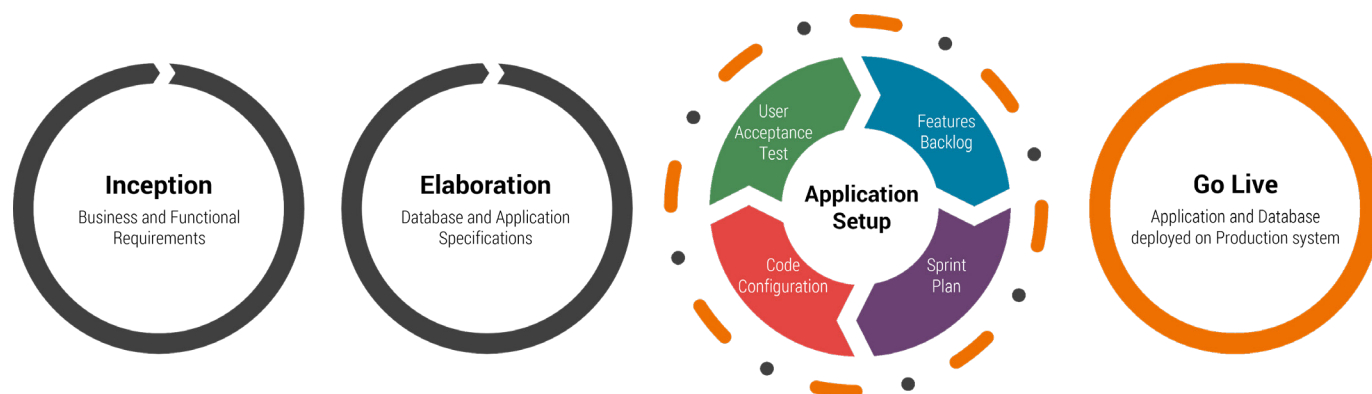


Figure 5. Agile development approach reduces risk for GLO and delivers application on schedule

TASK 1: HIGH-LEVEL PROJECT PLAN

Within one week after the Notice To Proceed, Stantec will provide a draft high level project plan. In advance of the draft plan, Ray, as our project manager, will gather initial input to craft a draft plan and schedule that considers the GLO's resourcing and timing constraints.

PROJECT MOBILIZATION AND KICKOFF MEETING

Our team will facilitate a kickoff meeting with the GLO at the project's outset to review the scope, establish goals and critical success factors, and develop an action plan to meet those goals. We'll coordinate with the GLO to develop clearly defined means of assessing project progress.

As outlined in our Key Staffing Profile, we will provide project management services throughout the project. Ray and Betty will be responsible for providing oversight of the work performed. They will also be responsible for tracking and monitoring progress, preparing monthly invoices, preparing monthly status reports, and implementing QA/QC procedures.

Additionally, their work will be back-checked once per month by a Stantec monitoring manager, per our project management approach and framework.

In Figure 6 on the following page, we have prepared a preliminary project schedule, which can be used as a starting point in collaboratively developing a project plan that meets your needs and expectations.

Deliverables

- Monthly invoice and progress reports including design status reports
- The project management effort is based on meeting the August 2024 due date with three months of post go live support
- Stantec will submit monthly invoices, along with weekly and monthly progress reports, to GLO's project manager

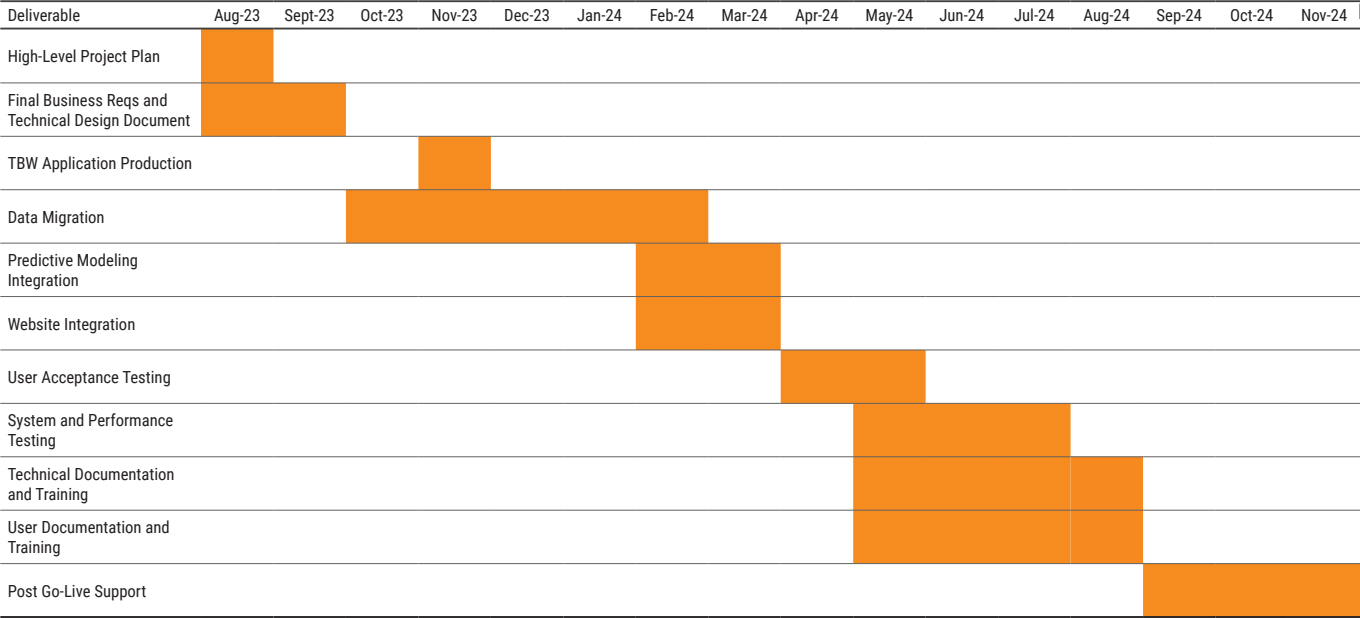


Figure 6. Embedded in our schedule are eight development sprints

TASK 2: BUSINESS AND TECHNICAL REQUIREMENTS

We'll document the specification of the data, systems, and functional requirements for the proposed TBW solution in collaboration with GLO staff.

The platform solution will consider the end-to-end business process workflow that begins with data collection, data aggregation, database management, predictive modeling, system integration, application features, and end user requirements.

We will prepare a Technical Memorandum (TM) that documents these design requirements in the context of the eight sprints that are planned.

To start, we have consolidated these requirements into Figure 7 below. This includes the requirements from the RFO as well as responses from each addendum. Detailed information on each part of this diagram is provided in the following sections.

- Deliverables:
- Technical Memo detailing data requirements, platform configuration, and application functionality that will be rolled into the eight sprints

TASK 3: PERFORM DATA NORMALIZATION AND MIGRATION

All legacy data from the existing database (about two GBs) will be migrated into the new application. There must be at least one completed cutover dry run in a user acceptance testing (UAT) or pre-production environment prior to production cutover. As suggested in the RFO, the GLO will assist in data migration through migration planning, including normalizing, transformation, data mapping and pre-load processing assistance, and integration support.

The first technical effort will be to confer with the GLO to identify the data objects that should be in the relational database, to define the data

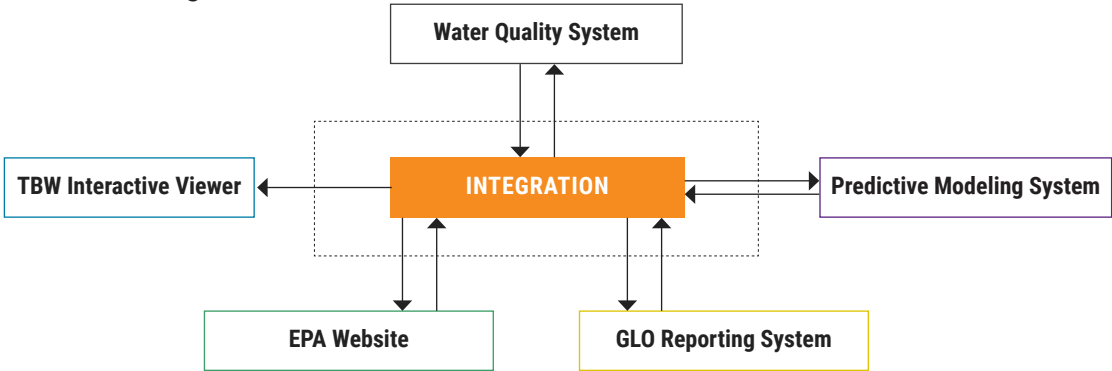


Figure 7. Tech Memo consolidates GLO's requirements and provides a path for a successful implementation

relationships so that concise columns can be identified within the database. This exercise will help optimize the data and eliminate the occurrence of repeats, redundancies (i.e., duplicates), and identify missing values which are currently being manually reconciled. This effort will also clearly identify the dependencies among the different data categories and types.

Once the relational database framework is mapped out (i.e., a diagram of the data connections and flow created to record the data model), a pull-up meeting will be conducted with the GLO SME and enterprise technology solutions (ETS) staff to agree on the concurrence of data schema prior to the development of the mapping scripts. Having this agreed-upon data architecture will be critical as it ties in the existing construct to the future framework and represents the blueprint and roadmap for further improvements to the system within the SQL server.

Development of the data mapping scripts will be conducted over a two week period, GLO ETS staff will provide Stantec with the existing MS Access code so a development environment can be created in the test production site to simulate the application's operating environment.

Key Data Migration Activities

- Once the production UI interface has been completed, there will be a test upload of the legacy data into the Stantec-based production environment that will identify any functionality issues and/or conflicts.
- Our teams will work together to consolidate, transform, and validate data to make sure it is migration ready for the new system. Any issues will be resolved prior to migration. The standards for this development effort will conform to the GLO engineering standards as outlined in the Technical Requirements section of the RFO.
- Any PII/PHI data will be encrypted prior to migration and will be kept secure using access-control mechanisms. Access to the TBW application will be controlled through the use of Single Sign-on with the capability to integrate with OKTA. In addition, configurable authorization will be set up for role-based security for internal users and external contractors.

Once all parties agree and have signed off that the production testing of transforming the legacy data into the new Application format is seamless and bug-free, a process will be initiated by the GLO ETS to migrate the data from the existing database to a new database.

Prior to the zero-downtime data migration, GLO staff and contractors will be notified of this upcoming change. Upon completion of the data migration and within 24 hours of the go-live, Ray will provide a verification of the 100% completion of the legacy data migration that will then be signed off by the GLO SME and ETS stakeholders.

Figure 8 provides detailed information on integration of new application data and database and its connection to the EPA website.

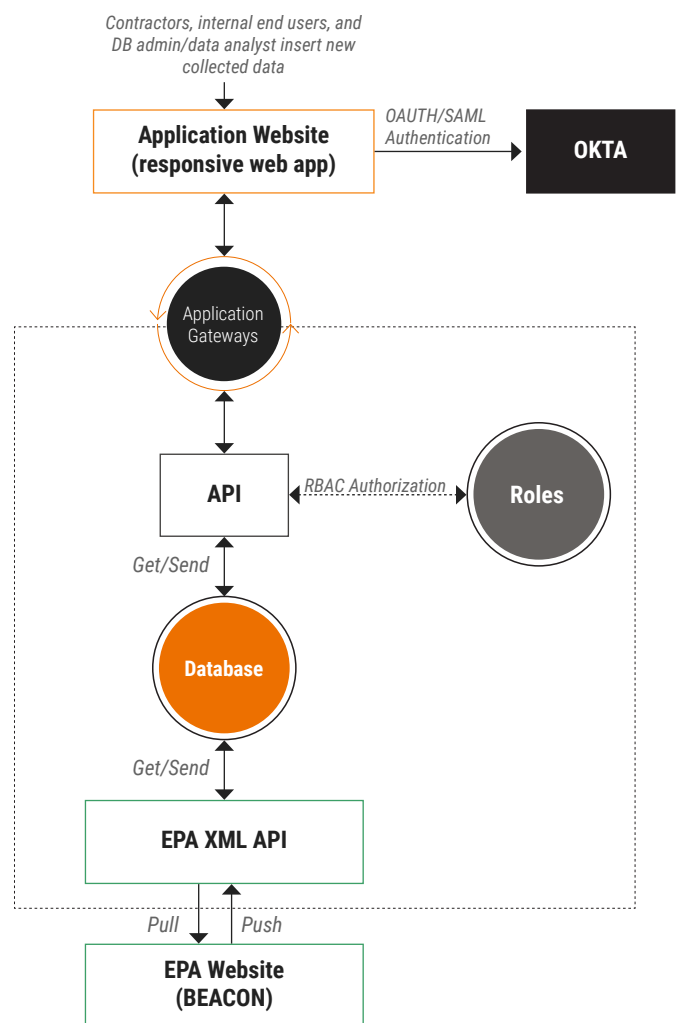


Figure 8. Integration of new application with database and its successful connection with EPA BEACON website

TASK 4: PERFORM PREDICTIVE MODELING SYSTEM INTEGRATION

The GLO is planning on integrating a predictive modeling system (or Predictive Data System) that provides analytical data to support predictive visualization in TBW for a given beach location; Our software engineers will participate in the integration effort to send collected test sample data to the predictive modeling system and get processed predictive data from this modeling system (Figure 9).

A predictive modeling system “worker” will be developed to use the authentication and authorization mechanisms defined by the third-party API. The retrieved processed predictive data will be stored in isolation from the collected test sample data.

As suggested in the RFO, the GLO will assist in data integration through migration planning, design assistance, and platform integration support. Additional assistance needs may be

identified in the discovery and planning phase of this project.

Deliverables:

We will enable the integration to support the following goals:

- Enable the push integration to forward the collected sample data to be pushed in a manner to support the external system processing
- Enable the pull integration to pull forecast data from the external system in a manner to support the processing needs of the solution.
- A predictive modeling system worker will be developed to use the authentication and authorization mechanisms defined by the third-party API
- The retrieved processed predictive data will be stored in isolation from the collected test sample data

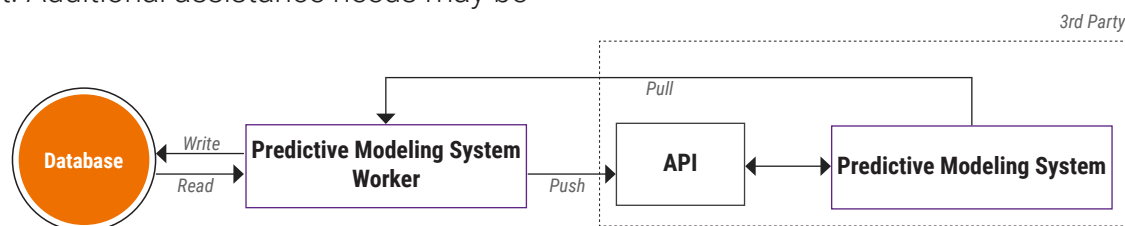


Figure 9. Integration of predictive modeling system and database enables GLO to garner even more insights into your data

TASK 5: PERFORM TEXAS BEACH WATCH INTERACTIVE VIEWER INTEGRATION

TBW Interactive viewer is an external public facing site used to allow users to understand the conditions of Texas coastal areas and beaches. This platform provides near real time test levels as well as forecasted data across a duration of time. Our software engineers will participate in the integration effort to send beach metadata, test data, and predictive data to the new TBW interactive viewer platform (Figure 10). As suggested in the RFO, the GLO will assist in data integration through planning, design, and platform integration.

As shown in Figure 10, two operations will be defined for notification service, including subscribe and unsubscribe. TBW interactive viewer can call subscribe endpoint to provide the information about a particular user that wants to receive notifications. If a user wishes to stop receiving notifications, the TBW interactive viewer can use the unsubscribe endpoint to remove the user from notification service

database. In addition, the notifications will contain a method for the users to unsubscribe directly.

Notification service owns the subscriptions and sends out notifications based on what has been subscribed. Subscribers’ information (including users’ names and contact information) will be stored within a database that is specifically used by the notification service. Access to the notification service API will be controlled using standard API control mechanisms such as service principals, service accounts, or API keys.

TASK 6: PERFORM REPORTING INTEGRATION

GLO reporting system will access the collected sample data as well as predicted data. Our software engineers will participate in the integration effort to send the datasets from water quality system and predictive modeling system to the GLO reporting platform during report creation by GLO. In addition, the GLO reporting system can pull data directly via API from the GLO reporting integration service.

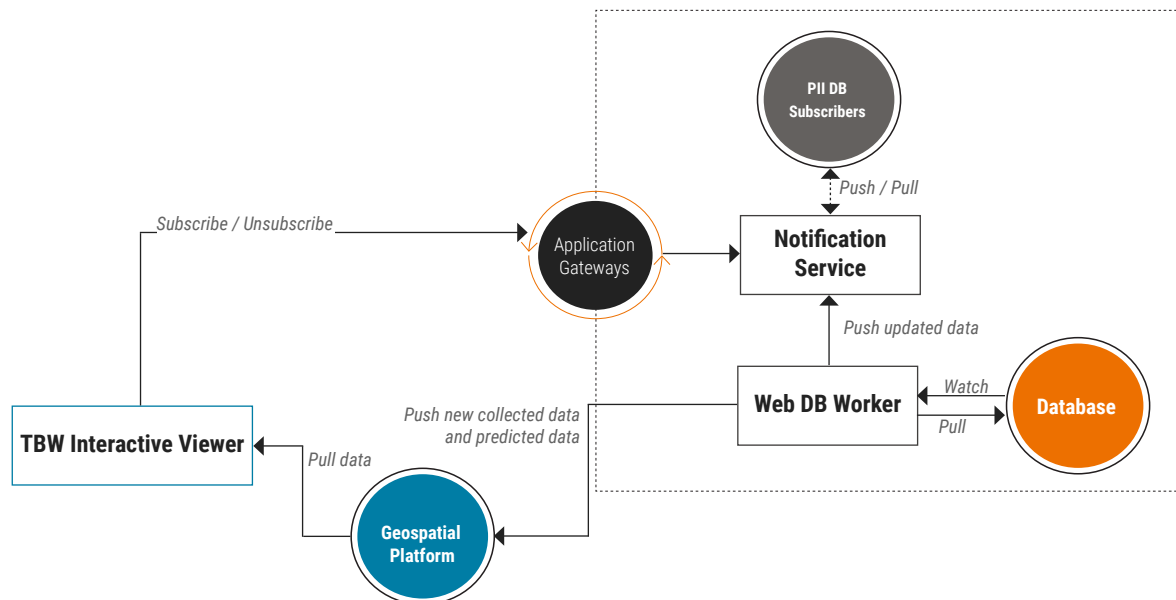


Figure 10. Integration of TBW interactive viewer and database results in robust usage of the solution

The reporting site is restricted to specific business user roles and only those GLO staff who need to use these reports.

This activity also includes enabling integration and communication with EPA's BEACON reporting database and the Environmental Information Exchange Network.

TASK 7: USER ACCEPTANCE TESTING

User acceptance testing (UAT) is a crucial phase in the software development life cycle (SDLC) where the system or application is tested by end-users or representatives of the intended audience to ensure its readiness for deployment. Given the nature of iterative and Agile design this will happen as part of each sprint and prior to final acceptance and release.

The scope of user acceptance testing includes:

- Functional Testing
- Usability Testing
- Business Process Testing
- Data Integrity Testing
- Performance Testing

- Security Testing
- Compatibility Testing
- Localization and Internationalization Testing
- Regression Testing
- User Documentation Testing

TASK 8: SYSTEM AND PERFORMANCE TESTING

This task will include system testing against the functional requirements developed and documented in the previous tasks.

This includes the development and implementation of a combined system in the chosen hosting environment and user acceptance test plan and evaluation of compliance with the specification. The final system will have the same functionality as the prototype with live data feeds.

Deliverables:

- Performance Testing

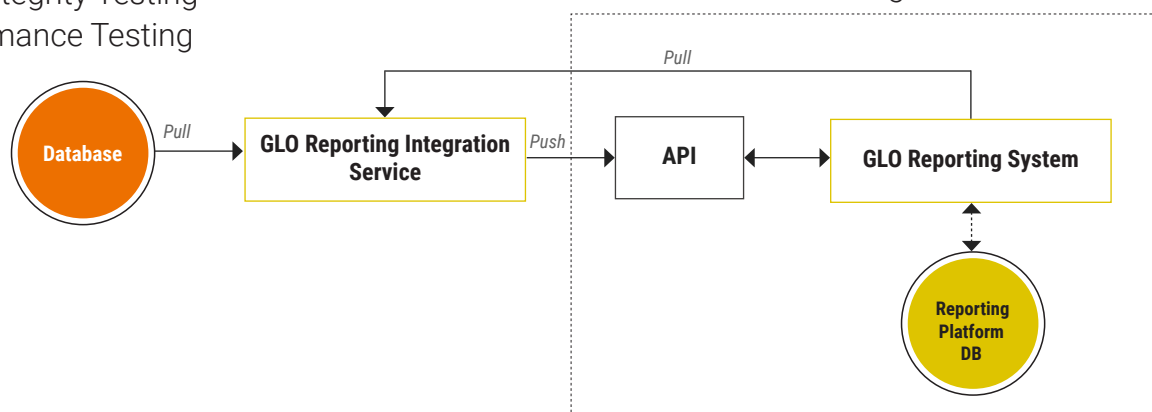


Figure 11. Integration of GLO reporting system and database

TASK 9: TECHNICAL DOCUMENTATION AND TRAINING

The project will include development of technical documentation that will be provided to GLO. Technical documentation will include relevant information about the database design, application features, system integration, and other relevant information related to supporting and maintaining the system from an IT perspective.

The technical documentation will be used as the basis for a training workshop to be held onsite at one of GLO's facilities. Documentation will include review of documentation and the use of other multi-media, like videos.

Webinar access will also be provided for any users unable to attend in person. The training workshop will include participation of key staff from our team and will be coordinated with GLO project staff.

Deliverables:

- Technical Documentation
- Training for GLO IT and Support team

TASK 10: USER DOCUMENTATION AND TRAINING

The project will include development of user documentation that will be provided to the GLO. The user documentation will be used as the basis for a training workshop to be held onsite at one of the GLO's facilities. Documentation will include review of documentation and the use of other multi-media, like videos.

Webinar access will also be provided for any users unable to attend in person.

Deliverables:

- User Documentation
- Training for GLO staff

TASK 11: PRODUCTION TEXAS BEACH WATCH APPLICATION

Upon completion of the training and acceptance testing, we'll work with the GLO to put the new TBW Application into production.

The objective is to ensure a successful deployment of the system while minimizing disruptions to ongoing operations. This task assumes the key steps of planning, implementation, testing, and training have occurred as to ensure a smooth transition.

Should the GLO decide to utilize an on premise solution, we would move this task further ahead in the project schedule.

Deliverables:

- System Cutover

TASK 12: POST GO-LIVE SUPPORT

After system implementation, we will provide continued on-call support for additional functional development for a period of three months following the launch of the production solution in Task 11. A not-to-exceed level of effort is established for this task--effort exceeding this budget will require modification of this agreement.

This task includes support for configuration or reconfiguration of tools enabling the platform and will also support troubleshooting of commercial interfaces or data feeds to the platform. Any additional functional development requires GLO approval on scope and cost.

Deliverables:

- Ongoing technical support for the system confined to software bug fixes, hosting/ server support, and system security management functions
- Additional functions per request by GLO's PM
- The effort associated with the post deployment support is not to exceed the budget of 160 hours

GLO Information Security Appendix: Attachment F

1. Definitions

“[Breach of Security](#)” or “[Breach](#)” means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Provider (or any entity with which Provider shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purposes. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Provider and/or aforementioned entities.

“[GLO Data](#)” means any data or information owned by the GLO, including PII or SPI as defined below, that Provider creates, obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the course of Contract performance.

“[Personal Identifying Information](#)” or “[PII](#)” means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code 521.002(a)(1).

“[Sensitive Personal Information](#)” or “[SPI](#)” means the information categories listed at Tex. Bus. & Com Code 521.002(a)(2).

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

2. Security and Privacy Compliance

- 2.1. Provider shall keep all and GLO Data received under the Contract strictly confidential.
- 2.2. Provider shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
- 2.3. Provider shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the NIST Cybersecurity Framework. All such safeguards shall comply with applicable data protection and privacy laws. Provider shall provide at the beginning of the Contract and annually thereafter certification or attestation of meeting or exceeding accepted industry best practices.
- 2.4. Provider will legally bind any subcontractors to the same requirements stated herein and obligations stipulated in Provider's contract with the GLO. Provider shall ensure that the requirements stated herein are imposed on any subcontractor of Provider's subcontractor(s).
- 2.5. Provider will not share GLO Data with any third parties without first notifying the GLO. Provider shall submit a list of all contractors and subcontractors that have access to GLO

Data.

- 2.6. Provider will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees or subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally handle PII on behalf of the agency. Provider agrees to maintain and, upon request, provide documentation of training completion.
- 2.7. Any GLO Data maintained or stored by Provider or any subcontract must stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

3. Data Ownership

- 3.1. GLO shall retain full ownership of all respective data provided to Provider or to which the Provider otherwise gains access by operation of the Contract.
- 3.2. Upon termination of the Contract, Provider shall promptly return to the GLO all GLO Data possessed by Provider and its agents or subcontractors. Provider shall retain no copies or back-up records of GLO Data. If such return is infeasible, as mutually determined by the GLO and Provider, the obligations set forth in this **Attachment F**, with respect to GLO Data, shall survive termination of the Contract and Provider shall limit any further use and disclosure of GLO Data to the purposes that make the return of GLO Data infeasible. In lieu of the requirements in this Section 3.2, the GLO may direct Provider to destroy any GLO Data in Provider's possession. Provider agrees to provide certification of such destruction of GLO Data.

4. Data Mining

- 4.1. Provider agrees not to use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.
- 4.2. Provider agrees to take all reasonably feasible, physical, technical, administrative, and procedural measures to ensure that no unauthorized use of GLO Data occurs.

5. Breach of Security

- 5.1. Provider agrees to provide the GLO with the name and contact information for an employee of the Provider which shall serve as the GLO's primary security contact.
- 5.2. Upon discovery of a Breach of Security or suspected Breach of Security by the Provider, the Provider agrees to notify the GLO as soon as possible, but in no event longer than 24 hours, upon discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, the Provider agrees to provide, at minimum, a written preliminary report to the GLO with root cause analysis including the total number of records affected.
- 5.3. The initial notification and report shall be submitted to the GLO Information Security Officer at informationsecurity@glo.texas.gov.

- 5.4. Provider agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Provider agrees that it shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is done for the sole purpose of containing or remediating a Breach of Security.
- 5.6. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, the Provider agrees, at the discretion of the GLO, to notify affected individuals of such breach and to provide affected individuals complimentary access for one (1) year of credit monitoring services.

6. Right to Audit

- 6.1. Upon the GLO's request and to confirm Provider's compliance with this **Attachment F**, Provider grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Provider's, or Provider's subcontractor's, physical and/or technical environment in relation to GLO Data. Provider agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Provider may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, PCI Compliance Report, TXRAMP Certification Certificate, or similar third-party certifications or attestations. Provider shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review, is included in any subcontract it awards.
- 6.2. At the GLO's request, Provider agrees to promptly and accurately complete a written information security questionnaire provided by the GLO regarding Provider's business practices and information technology environment in relation to GLO Data.



Deliverable Acceptance: [Project Name]

TEXAS GENERAL LAND OFFICE

DELIVERABLE ACCEPTANCE

Project Title: [insert]**Project Sponsor(s):** [insert]**Project Manager:** [insert]**Contracted Vendor:** [insert]**PO Number:** [insert]

ACCEPTANCE CRITERIA

For a deliverable to be accepted, it must meet the following conditions:

- Deliverable meets or exceeds written requirements as provided in the Agreement, Statement of Work, or other narrative agreed to by the GLO and Vendor.
- Deliverable meets or exceeds the level of quality agreed to by the GLO and Vendor.

DELIVERABLE

List all deliverables being accepted and notate which Purchase Order Line Item will be used to pay for each.

DELIVERABLE DESCRIPTION	AMOUNT TO BE PAID	PO LINE ITEM #

ADDITIONAL CONSIDERATIONS

This section should be used to explain any outstanding issues, partial acceptance, and partial payments, along with any additional information as deemed necessary by the project manager.

**Deliverable Acceptance: [Project Name]**

TEXAS GENERAL LAND OFFICE

SIGNATURES

Signature and accompanying Date of Signature indicate the Date of Acceptance of the named deliverable for this project and that the persons providing these signatures are, by role and responsibility within this project, authorized to accept deliverables within this project.

Technology Project Manager, IT Services

Date

PMO Manager, IT Services

Date

Application Services Manager, IT Services

Date

Project Business Sponsor or Assigned Proxy

Date

CIO

Date

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
STATUTORY U.S. LONGSHORE AND HARBOR WORKERS' INSURANCE

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. 24-152-000-E552"** and
- (c) Name the General Land Office as an additional insured.

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

REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE



Contract No. *****

DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



**AMENDMENT NO. 1 TO
GLO CONTRACT NO. 24-152-000-E552**

THE GENERAL LAND OFFICE (the “GLO”) and **STANTEC CONSULTING SERVICES INC.** (“Vendor”), each a “Party” and collectively “the Parties” to GLO Contract No. 24-152-000-E552 (the “Contract”), desire to amend the Contract. Therefore, the Parties agree as follows:

1. **ATTACHMENT H** to the Contract, **Required Insurance**, is deleted in its entirety and replaced with the **Revised Required Insurance**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT H-1**.
2. This Amendment shall be effective upon the date of the last signature.
3. The terms and conditions of the Contract not amended herein shall remain in force and effect.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO
GLO CONTRACT No. 24-152-000-E552**

GENERAL LAND OFFICE

STANTEC CONSULTING SERVICES INC.

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

Chief Clerk and Deputy Land Commissioner

Date of execution: 7/16/2024

DocuSigned by:
Jeff Albee
285061891C02456...
Name: Jeff Albee

Title: Director of Technology Solutions

Date of execution: 7/16/2024

OGC LD

PM HL

SDD SP

DGC MB

GC JG

ATTACHED TO THIS AMENDMENT:

ATTACHMENT H-1 - Revised Required Insurance

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."

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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.**

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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.

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\$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. 24-152-000-E552"** and
- (c) Name the General Land Office as an additional insured.

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

REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE



Contract No. *****

DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

Required form of Insurance

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

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

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

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