

# AMENDMENT NO. 2 TO GLO Contract No. 24-109-000-E394

**The Texas General Land Office** (the "GLO") and the **Gulf Coast Protection District** ("the GCPD"), each a "Party" and collectively "the Parties," to GLO Contract No. 24-109-000-E394 (the "Agreement"), desire to amend the Agreement.

WHEREAS, the Parties desire to revise or replace certain definitions and provisions in the Agreement to reflect current facts and circumstances; and

WHEREAS, the Parties desire to remove certain language in the Agreement to allow for the advancement of funds, upon approval by the GLO, and the use of such funds by the GCPD for (i) the acceleration of funds to the United States Army Corps of Engineers for use towards Coastal Texas (as defined in the Agreement) and (ii) certain non-obligatory Project costs, each as set forth in more detail in the Agreement; and

WHEREAS, the Parties desire to extend the term of the Agreement; and

WHEREAS, the Parties desire to delete and replace the Revised Projected Funding Request;

**Now, Therefore,** the Parties hereby agree as follows:

- 1. In **SECTION 1.01** of the Agreement, the definition of "CTX DA" is deleted and replaced by the following definition:
  - ""CTX DA" means the Design Agreement entered into on August 1, 2024, as amended from time to time, between the USACE and GCPD, as the non-Federal sponsor, for the design of Coastal Texas."
- 2. In **Section 1.01** of the Agreement, the definition of "Non-Obligatory Project Costs" is deleted and replaced by the following definition:
  - ""Non-Obligatory Project Costs" means some or all the following: GCPD Accelerated Funding Project Costs, GCPD Discretionary Project Costs, or GCPD Creditable Research Project Costs."
- 3. **SECTION 3.01(a)** of the Agreement is deleted in its entirety and replaced with the following:
  - "(a) This Agreement is effective as of the date executed by the last Party (the "Effective Date") and shall terminate on August 31, 2027. The Parties may extend this Agreement for an additional two-year increment ending August 31, 2029, by mutual, written agreement executed by the Parties' authorized representatives."

4. The first sentence of **SECTION 4.02** of the Agreement is deleted in its entirety and replaced with the following:

"The GCPD may submit to the GLO, and the GLO may consider, more than one reimbursement request per month."

5. **SECTION 4.03** of the Agreement is deleted in its entirety and replaced with the following:

"The GCPD may request advance funding for the GCPD Obligations, as further detailed below and in **Attachment A**. GCPD may request from the GLO more than one advance funding request per month subject to satisfaction of the below requirements.

Advance funding requests must:

- (a) prominently display the GLO contract number and be submitted on the forms and in the manner approved by the GLO;
- (b) specify the detailed and total estimated expenses for each Projected Funding Request cost category as set forth in **Attachment A**; and
- (c) be based on GCPD's current cash needs and be timely submitted to GLO with all the information deemed necessary by GLO to process disbursements according to the timeframes established in Section 4.05.
- (d) provide any other information that, in the judgment of the GLO, is necessary to properly review the request.

Disbursement of advance funding will be allowed at the GLO's sole discretion and based on the GLO's determination that providing such funding is necessary for the applicable Project and/or in the best interest of the State; GLO shall exclusively determine if GCPD advance funding requests are consistent with TxGMS and meet the immediate cash needs of the associated project(s). Following review of each advance funding request, the GLO will notify the GCPD of its determination whether a disbursement of funds will be made and, if so, any additional terms and conditions that will apply to the disbursement.

In order for the GCPD to receive an advance funding disbursement, the GCPD must submit complete monthly expenditure reporting and supporting cost documentation, as costs are incurred, that complies with Sections 2.01, 2.02, and 4.05 of this Agreement. In addition, the GCPD must provide a written reconciliation monthly and annually, within one hundred and twenty (120) days following the end of each Fiscal Year, stating the total amount of advanced funds received, total costs incurred towards GCPD Obligations, and the balance of advanced funds as of the date of reconciliation.

The GLO will coordinate with GCPD to determine an appropriate time period for which an advance funding request is applicable but in no event shall it be greater than a six-month period. Except for the advance payment provisions found under the Payments section on page 14 of TxGMS, all costs must be allowable, allocable, reasonable, and otherwise consistent with the standards in TxGMS and all applicable federal and state laws and regulations."

- 6. **ATTACHMENT A-1** to the Agreement, **Revised Projected Funding Request**, is deleted in its entirety and replaced with the **Revised Projected Funding Request**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT A-2**.
- 7. This Amendment shall be effective upon the date of the last signature.
- 8. The terms and conditions of the Agreement not amended herein shall remain in force and effect.

SIGNATURE PAGE FOLLOWS

# SIGNATURE PAGE FOR AMENDMENT NO. 2 TO GLO AGREEMENT NO. 24-109-000-E394

# GENERAL LAND OFFICE

**GULF COAST PROTECTION DISTRICT** 

Signed by: Jennifer G. Jones	Signed by:  1 (salter Baker
Jennifer G. Jones	By: J Coalter Baker
Chief Clerk and Deputy Land Commissioner	Title: Executive Director
Date of execution: 3/20/2025	Date of execution: 3/20/2025

OGC

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**ATTACHED TO THIS AMENDMENT:** 

**ATTACHMENT A-2 – Revised Projected Funding Request** 

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## **Revised Projected Funding Request**

\*All capitalized terms used but not defined in this **Attachment A**, shall have the same meaning given such terms in this Agreement.

# **Special Conditions and Budgets**

- 1. GLO shall use \$199,700,000 in fiscal year 2024 and \$300,000 in fiscal year 2025 from the HB1 appropriation in fiscal year 2024 for the purpose of making a grant to the GCPD in the 2024-25 biennium.
  - a. This amount includes \$300,000 and 3.0 FTEs each fiscal year for GLO to provide oversight and coordination work with the GCPD.
  - b. GLO shall ensure that no more than 3.0 percent of the amount granted is expended by the GCPD for administrative and salary expenses.
- 2. GLO shall use the remaining \$350,000,000 in fiscal year 2024 solely for the purpose of making an additional grant to the GCPD during the 2024-25 biennium to provide state matching funds to meet federal requirements for studies and projects planned to be conducted in the state by USACE.
  - a. The appropriation of state matching funds is contingent upon USACE requesting payments to cover non-federal cost share which may include the non-federal sponsor's real estate and in -kind work costs.
- 3. At no point shall any grant funding from GLO to the District exceed \$549,400,000 during the period of September 1, 2023, to August 31, 2025.
- 4. The cooperative agreements for the 2024-25 biennium for amounts appropriated in Strategy B.1.1, Coastal Management in HB1, for the purposes of grants to the District, must contemplate potential impacts to navigation safety and two-way traffic vessel movement as required in Subchapter B, Chapter 66, Transportation Code.
- 5. Any related unobligated and unexpended balances remaining as of August 31, 2024, are appropriated for the same purpose for the fiscal year beginning September 1, 2024.
- 6. The GCPD's funding requests must identify which expenditures are part of the non-Federal Sponsor's (NFS) 35 percent cost share as defined in an Agreement with USACE.
- 7. The GCPD's funding requests must include documentation supporting the amount requested.
- 8. The GCPD must submit, to the GLO, monthly expenditure reports documenting disbursement of funds to the USACE to meet NFS obligations, and all other expenditures of State funding that comply with this Agreement. These expenditure reports must be included with monthly progress reports submitted to the GLO.
- 9. The GCPD shall provide any supporting documentation requested by GLO in the form and manner requested by GLO.
- 10. GLO will provide funding to the GCPD: (a) for expenses necessary to establish and operate the GCPD as the non-federal sponsor (NFS) for portions of the Sabine Pass to Galveston

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Bay (S2G) Coastal Storm Risk Management Program (authorized by Section 1401(3)(3) of Public Law 115-270) and the coastal storm risk management (CSRM) features within GCPD jurisdiction identified in the Coastal Texas Protection and Restoration Program (authorized by Section 8401(4)(1), Division H of P.L. 117-263) (CTX) pursuant to this Agreement; (b) to satisfy GCPD's funding obligations under the DD7 ILA; and (c) in accordance with the following schedule for each Cost Category:

# **GCPD Cost Categories**

Cost Category	Attachment A-2 Total
01A - GCPD Administration	\$5,982,000.00
01B - GCPD Program Management & Engineering	\$7,000,000.00
02 - OC, S2G, Cash Contribution	\$30,000,000.00
03 - OC, S2G, Engineering & Design WIK	\$10,000,000.00
04 - OC, S2G, Land Acquisition	\$2,600,000.00
05 - OC, S2G, Relocations	\$8,600,000.00
06 - OC, S2G, Design Participation	\$900,000.00
07 - DD7, S2G, Cash Contribution	\$136,060,000.00
08 - DD7, S2G, Engineering & Design WIK	\$10,000,000.00
09 - DD7, S2G, Land Acquisition	\$8,240,000.00
10 - DD7, S2G, Relocations	\$129,000,000.00
11 - DD7, S2G, Remediation	\$7,600,000.00
12 - CTX Cash Contribution	\$190,918,000.00
13 – CTX G-28 Engineering and Design WIK	\$2,500,000.00
TOTAL	\$549,400,000.00

## **Acronyms**

BIL	Bipartisan Infrastructure Investment and Jobs Act
CFR	Code of Federal Regulations
CSRM	Coastal Storm Risk Management
CTX	Coastal Texas Protection and Restoration Feasibility Study
DA	Design Agreement
DD7	Jefferson County Drainage District 7, including Port Arthur and Vicinity
ER	Ecosystem Restoration

FY	Fiscal Year
GCPD	Gulf Coast Protection District
GLO	Texas General Land Office
GLO/VLB	General Land Office and Veterans Land Board
HB1	House Bill 1 of the 88 <sup>th</sup> Texas Legislative Session
LCA	Local Cooperation Agreement
MOU	Memorandum of Understanding
NFS	Non-Federal Sponsor
NTP	Notice to Proceed
OC	Orange County
OCDD	Orange County Drainage District
PA	Port Arthur and Vicinity
PPA	Project Partnership Agreement
S2G	Sabine Pass to Galveston Bay Coastal Storm Risk Management Program
SB1	Senate Bill 1 of the 87 <sup>th</sup> Texas Legislative Session
USACE	U.S. Army Corps of Engineers
WIK	Work-in-Kind

## **Cost Categories**

# 01 – GCPD Administrative Costs, Program Management, and Engineering Costs

### 01A – GCPD Administrative Costs

- Funding is for administrative costs for operation of the GCPD, including salaries, board meetings, legal fees, travel, office supplies, conferences, public outreach, and communication services.
- For the budget for the GCPD Administrative Cost Category is based on the 3% limitation contained in HB1 for the GLO/VLB paragraph 22(a) (page VI-34).

Budget
\$5,982,000.00

## 01B - GCPD Program Management, and Engineering Costs

• Funding is for the GCPD to fulfill overall program management roles and responsibilities for the CTX and the OC element of the S2G program, and to engage and participate in the USACE design and construction of the OC element of the S2G program, which includes the cost of outside engineers and other OC Design Participation Costs as defined in Cost Category 06.

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• The budget funds estimated program management and engineering costs for outside engineering services. The estimate is based on activities tied to the USACE schedule for S2G.

Bud	get
\$7,000,0	00.00

# 02 - Orange County, S2G, Cash Contribution

- The GLO will distribute funds directly to the GCPD to cover the costs for anticipated and past USACE design and construction contract awards, and for labor. The GCPD entered a PPA with the USACE for the S2G program to provide cash contributions for the 35% Non-Federal Share of total project costs.
- The GLO may distribute funds directly to the GCPD to cover the costs for GCPD Discretionary Project Costs related to the Orange County Project, subject to compliance with the terms and conditions of the Agreement.
- The budget is based on estimated costs for construction contracts for the Dow Levee / Arlanxeo / Torrent Construction projects scheduled to be awarded in August 2025. The current schedule is to provide funds to the USACE around February 2025. The budget is for more than the 35% NFS share of costs for construction. Under the provisions of the PPA for the OC element of the S2G program, the GCPD can provide more than its required NFS cash contribution in any given year. Doing so does not increase the GCPD's overall 35% share of total project costs.

Budget	
\$30,000,000.00	

## 03 – Orange County, S2G, Engineering & Design Work-In-Kind

The GLO will distribute funds directly to the GCPD to perform in-kind design services requested
and approved by the USACE Galveston District for Phase II Environmental Assessments, and other
investigations required for preparation of Ready to Advertise construction documents for the Dow
Levee Section and Arlanxeo Levee Section.

Budget	
\$10,000,000.00	

# 04 – Orange County, S2G, Land Acquisition

- The GLO will distribute funds directly to the GCPD for acquisition of lands, easements, and rights of way.
- The GCPD must submit to the GLO all necessary supporting documentation and reporting in accordance with Section 4.03 of the LCA, and the following documentation, as applicable:
  - Appraisal(s) of Fair Market Value consistent with current Uniform Standards of Professional Appraisal Practice that has been approved by the USACE, or cost estimate(s) agreed to in writing by the facility/utility owner and approved by the GLO.
  - Documentation of costs required by Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P. L. 91-646, as amended (42 U.S.C. 4630 and 4655), and Section 24.4 of the Uniform Regulations contained in 49

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- C.F.R. Part 24, and other applicable provisions of federal law as defined in Article III. E. of the PPA between the USACE and the GCPD for the OC element of the S2G program.
- Ocumentation of incidental costs that the GCPD incurred in acquiring any real property interests. Such incidental costs may include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits, and other payments by the GCPD for items that are generally recognized as compensable, and required to be paid, by applicable state law.
- The budget is based on the estimated value of lands required for construction of the Arlanxeo, Dow, and Torrent Levee sections construction contract scheduled to be awarded in August 2025. The schedule for receipt of the NTP is October 2024.

Budget	
\$2,600,000.00	

## 05 – Orange County, S2G, Relocations

- The GLO will distribute funds directly to the GCPD for the payment of design and construction costs of utilities/facilities relocation performed that are directly related to construction, operation, and maintenance of the OC element of the S2G program.
  - The cost for a relocation will be based on applicable principles of just compensation as negotiated between the GCPD and the utility/facility owner.
  - Relocation costs include actual costs of performing the relocation; planning, engineering, and design costs; supervision and administration costs; and documented incidental costs associated with performance of the relocation, as determined by the USACE.
- The budget is based on the estimated value of the utility/facility relocations required for construction of the Arlanxeo, Dow, and Torrent Levee sections construction contract scheduled to be awarded in August 2025. The schedule for receipt of the NTP is October 2024.

Budget
\$8,600,000.00

# 06 - Orange County, S2G Design Participation Work/Design Participation Costs

- The GLO will distribute funds directly to the GCPD to subsequently distribute to OC and/or OCDD for OC Design Participation Costs to engage and participate in the USACE design and construction of the OC Element of the S2G Program.
- "OC Design Participation Costs" means reasonable and direct costs incurred by OC and/or OCDD
  to engage and participate in the USACE design and construction of the OC element of the S2G
  program, which include the cost of outside engineers and other costs for Design Participation Work,
  including:
  - o Reviews of engineering analyses, studies, scopes of work, designs, plans and specifications, and other documents pertaining to the OC element of the S2G program.
  - o Development of data and information specifically requested by USACE or its consultants.
  - Coordination and communication with local governments, industry, stakeholders, utilities, and citizens on actions associated with the planning, engineering, and design of the OC element of the S2G program.

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- Assistance to the USACE's Real Estate Division and to the USACE's outside consultants for matters relating to determining real estate required for the project, including communication with owners, and escorting-related services.
- o Any necessary related legal review and/or work.
- Any other actions reasonably requested by the USACE or its consultants for the study, engineering, design, and development of plans and specifications for the OC element of the S2G program, collectively, the "Design Participation Work."
- The budget is based on activities tied to the USACE schedule for the OC element of the S2G program.

Budget	
\$900,000.00	

# 07 – Jefferson County Drainage District 7, S2G, Cash Contribution

- DD7 entered into a PPA to provide cash contributions to the USACE for the 35% Non-Federal Share of total project costs. In accordance with the PPA, USACE will formally notify DD7 of the actual 35% Non-Federal Share in August 2024 for fiscal year 2025, and August 2025 for fiscal year 2026. Expenditure of funds by DD7 will be based on the construction schedule for each USACE contract. Cash contributions may be provided in excess of the Non-Federal Share to offset any shortfall in Federal appropriations for specific contracts.
- The GLO will distribute funds directly to the GCPD to subsequently distribute to DD7 to pay the Non-Federal Share of construction and construction management costs by September 1, 2024, and September 1, 2025, respectively, for amounts requested by USACE for the fiscal years 2025 and 2026.
- The GLO may distribute funds directly to the GCPD to cover the costs for GCPD Discretionary Project Costs related to the Jefferson County Project, subject to compliance with the terms and conditions of the Agreement.
- For all advance funding requests and distributions, DD7 must submit to the GLO all necessary supporting documentation and reporting in accordance with Contract Section 4.03.
- The budget is required to fully fund the Non-Federal Share for award of Contract PAV04, and to meet the Non-Federal Share for award of Contracts PAV03 and PAV03C that are scheduled to be awarded in late federal fiscal year 2025 and early federal fiscal year 2026, respectively.

Budget
\$136,060,000.00

# 08 – Jefferson County Drainage District 7, S2G, Engineering & Design Work-In-Kind

- The GLO will distribute funds directly to the GCPD to subsequently distribute to DD7 to perform
  in-kind design services requested and approved by the USACE Galveston District for any
  investigations or design required for the preparation of plans and specifications for the PA element
  of the S2G program.
- Funds will not be requested until DD7 and USACE agree on a scope and cost for any work-in-kind design efforts.

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**Budget** \$10,000,000.00

## 09 - Jefferson County Drainage District 7, S2G, Land Acquisition

- The GLO will distribute funds directly to the GCPD to subsequently distribute to DD7 for acquisition of lands, easements, and rights of way.
- For all advance funding requests and distributions, DD7 must submit to the GLO all necessary supporting documentation and reporting in accordance with the LCA Section 4.03, and the following documentation, as applicable:
  - Appraisal(s) of Fair Market Value consistent with the current Uniform Standards of Professional Appraisal Practice that has been approved by the USACE, or cost estimate(s) agreed to in writing by the facility/utility owner and approved by the GLO.
  - O Documentation of costs required by Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P. L. 91-646, as amended (42 U.S.C. 4630 and 4655), and Section 24.4 of the Uniform Regulations contained in 49 C.F.R. Part 24, and other applicable provisions of federal law as defined in Article III. E. of the PPA between the USACE and the GCPD for the Port Arthur and Vicinity separable element, S2G program.
  - Ocumentation of incidental costs that DD7 incurred in acquiring any real property interests. Such incidental costs may include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits, and other payments by DD7 for items that are generally recognized as compensable, and required to be paid, by applicable state law.
- Actual requests for funds will be tied to receipt of the NTP letter for each contract from USACE directing DD7 to initiate acquisition of lands. It is estimated that most land acquisition will be completed within 12 months of providing funds to the utility owner. Anticipated dates for receipt of NTP letter is as follows:
  - o PAV03A.1 February 2025
  - o PAV03 March 2025
  - o PAV03C April 2025
  - PAV03B October 2026

Budget		
	\$8,240,000.00	
	\$8,240,000.00	

## 10 – Jefferson County Drainage District 7, S2G, Relocations

- The GLO will distribute funds directly to the GCPD to subsequently distribute to DD7 for the payment of design and construction costs of utilities/facilities relocation performed that are directly related to construction, operation, and maintenance of the PA element of the S2G program.
  - The cost for a relocation will be based on applicable principles of just compensation as negotiated between DD7 and the utility/facility owner.

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- Relocation costs include actual costs of performing the relocation; planning, engineering, and design costs; supervision and administration costs; and documented incidental costs associated with performance of the relocation, as determined by the USACE.
- For all utility relocations, DD7 must provide to the GCPD (and the GLO, upon request):
  - o PDF copy of any existing DD7 permit requiring utility owner to pay the costs of relocation.
  - o Notification of any utility relocation which is not subject to an existing DD7 permit.
  - o For all relocations that have DD7 permit language requiring utility owner to pay the costs of relocation, DD7 must request owner to comply with the permit and fund the relocation.
  - O Documentation if the utility owner cannot reasonably comply with the request.
- The budget is required to perform utility relocations for Contracts PAV03, PAV03C and PAV03B, which are scheduled to be awarded in calendar years 2025 and 2026. The current schedule for requesting funds is subject to USACE's construction schedule, dated August 2023. Actual requests for funds will be tied to receipt of the NTP letter for each contract from USACE directing DD7 to initiate utility relocations. Actual requests for funds will be tied to receipt of the NTP letter for each contract from USACE directing DD7 to perform utility/facility relocations. It is estimated that most utility/facility relocations will be completed within 12 months of providing funds to the utility owner. Anticipated dates for receipt of NTP letter is as follows:
  - o PAV03A.1 February 2025
  - o PAV03 March 2025
  - o PAV03C April 2025
  - PAV03B October 2026

**Budget** \$129,000,000.00

## 11 – Jefferson County Drainage District 7, S2G, Remediation

- The GLO will distribute funds directly to the GCPD for the GCPD to subsequently distribute to DD7 to cover the costs of any studies and investigations necessary to determine an appropriate response to identified hazardous substances.
- In accordance with the PPA between DD7 and USACE, the costs for any investigations to identify the existence and extent of any contaminated materials regulated under applicable law that may exist in, on, or under real property interests required for construction, operation, and maintenance of the project shall be paid for by the GCPD without reimbursement or credit by the Government. While such costs are not considered part of the total project costs, any investigations and remediation of identified contaminated materials by DD7 is a requirement of USACE.
- In the event it is discovered that hazardous substances exist in, on, or under any of the real property interests needed for construction, operation, and maintenance of the Project, DD7 shall notify the GCPD and the GLO. DD7 shall not proceed with the acquisition of such real property interests, or cleanup and/or response until the GLO provides prior written authorization.
- The initial funds request for field investigations to determine the scope and concentration of any identified contaminates within lands required for Contract PAV03 will be requested through funds budgeted in SB1 Contract Amendment No. 3.

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• The budget is based on estimated costs for the additional NFS cost requirements to remove contaminated materials from project lands, and to dispose of the material at approved landfills for Contracts PAV03 and PAV05A.

Budget
\$7,600,000.00

## 12 - Coastal Texas, Non-Federal Sponsor, Cash Contribution

- The GLO will distribute funds directly to the GCPD to cover the costs for anticipated and past USACE design and construction contract awards, and for labor. The GCPD has entered into a DA and intends to enter into a PPA with the USACE for the CTX program to provide cash contributions for the 35% Non-Federal Share of total project costs.
- The GLO will distribute funds directly to the GCPD for funding of in-kind services requested and approved by the USACE Galveston District. The GCPD has entered (or will enter) into MOUs with the USACE for design and construction costs incurred prior to execution of the CTX DA and/or a PPA to allow for such costs to be considered for in-kind credit towards the Non-Federal Share for the CTX CSRM project features within the GCPD's jurisdiction.
- The GLO may distribute funds directly to the GCPD to cover the costs for Non-Obligatory Project Costs related to the CTX program, subject to compliance with the terms and conditions of the Agreement, provided, however, in the case of GCPD Creditable Research Project Costs, GLO may only distribute funds for such purpose to the extent that funds appropriated by HB1, Article VI Natural Resources, General Land Office and Veterans' Land Board, Section 22 (Gulf Coast Protection District (GCPD)), Subsection (a).

Budget	
\$ 5190,918,000.00	

# 13 - Coastal Texas, Ecosystem Restoration Measure G28 Engineering and Design Work In-Kind

• The GLO will distribute funds directly to the GCPD for the funding of in-kind design services approved by the Galveston District, USACE for the preconstruction, engineering, and design of the initial segment of the Coastal Texas Project's Bolivar Peninsula and West Bay Gulf Intracoastal Waterway (GIWW) Shoreline and Island Protection measure, also known as Ecosystem Restoration (ER) measure G28, which may be eligible for work-in-kind credit.

Budget	
\$2,500,000.00	



## **Certificate Of Completion**

Envelope Id: 4E3D9260-40F6-4CF6-BABD-7AFD62C3F119

Subject: RUSH Amendment No. 2: 24-109-000-E394 Gulf Coast Protection District (Texas GLO)

Source Envelope:

Document Pages: 18

Signatures: 2 Initials: 7 Certificate Pages: 4

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

**Envelope Originator:** Clay Sebek

1700 Congress Ave Austin, TX 78701

Clay.Sebek@glo.texas.gov IP Address: 99.190.128.57

## **Record Tracking**

Status: Original

3/11/2025 1:28:22 PM

Holder: Clay Sebek

Clay.Sebek@glo.texas.gov

Location: DocuSign

## **Signer Events**

Andres Dura

Andres.Dura@GLO.Texas.gov

Attorney

Security Level: Email, Account Authentication

(None)

al)

Signature

Signature Adoption: Pre-selected Style Using IP Address: 172.58.139.108

Signed using mobile

## **Timestamp**

Sent: 3/11/2025 1:31:39 PM Viewed: 3/11/2025 1:36:30 PM Signed: 3/11/2025 1:38:13 PM

### **Electronic Record and Signature Disclosure:**

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Sarah Purdon

Sarah.Purdon@glo.texas.gov

Security Level: Email, Account Authentication

(None)

Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.223

Sent: 3/11/2025 1:38:17 PM Viewed: 3/11/2025 1:44:14 PM Signed: 3/11/2025 1:45:05 PM

#### **Electronic Record and Signature Disclosure:**

Not Offered via Docusign

**Tony Williams** 

tony.williams@glo.texas.gov

**Deputy Director Coastal Field Operations** 

Texas General Land Office

Security Level: Email, Account Authentication

(None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 204.65.210.96

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## **Electronic Record and Signature Disclosure:**

Not Offered via Docusign

David Green

david.green@glo.texas.gov

Legal Services

Texas General Land Office

Security Level: Email, Account Authentication

(None)

Signature Adoption: Uploaded Signature Image

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Sent: 3/11/2025 1:47:18 PM Viewed: 3/11/2025 1:48:04 PM Signed: 3/11/2025 1:48:14 PM

# **Electronic Record and Signature Disclosure:**

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Signer Events	Signature	Timestamp
Marc Barenblat	Ds	Sent: 3/11/2025 1:48:17 PM
marc.barenblat@glo.texas.gov	MB	Viewed: 3/11/2025 1:46.17 1 M
Deputy General Counsel		Signed: 3/11/2025 2:04:53 PM
Texas General Land Office		0.g. oa. o,, 2020 2.0
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 104.15.130.4	
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Jeff Gordon	DS .	Sent: 3/11/2025 2:04:55 PM
jeff.gordon@glo.texas.gov	JE	Viewed: 3/11/2025 2:06:11 PM
General Counsel		Signed: 3/11/2025 2:06:43 PM
Texas General Land Office	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 204.65.210.204	
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Adrian Piloto	Os a a	Sent: 3/11/2025 2:06:45 PM
Adrian.Piloto@glo.texas.gov	at a second	Viewed: 3/11/2025 2:12:27 PM
Senior Deputy Director		Signed: 3/11/2025 2:15:32 PM
Texas General Land Office	Cignoture Adoption, Dra collected Ctule	
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.209	
Electronic Record and Signature Disclosure: Not Offered via Docusign		
J Coalter Baker	Signed by:	Sent: 3/11/2025 2:15:35 PM
coalter.baker@gcpdtexas.com	I Coalter Baker	Viewed: 3/11/2025 5:53:12 PM
Executive Director	CBC53CCE1087492	Signed: 3/20/2025 10:46:26 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 174.171.54.95	
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Jennifer G. Jones	Signed by:	Sent: 3/20/2025 10:46:28 AM
Jennifer.Jones@glo.texas.gov	Jennifer G. Jones	Viewed: 3/20/2025 10:55:40 AM
Chief Clerk	E70CDF09B56540E	Signed: 3/20/2025 10:55:54 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.215	
Electronic Record and Signature Disclosure: Not Offered via Docusign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

Timestamp

Timestamp

**Intermediary Delivery Events** 

**Certified Delivery Events** 

Status

Status

Carbon Copy Events	Status	Timestamp
Clay Sebek Clay.Sebek@GLO.TEXAS.GOV Team Lead, General Contracts Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure:	COPIED	Sent: 3/11/2025 1:31:37 PM
Not Offered via Docusign		
Lance White	COPIED	Sent: 3/11/2025 1:31:37 PM
lance.white@glo.texas.gov  Manager, Contracts Management Division	33.112	
Texas General Land Office		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
CMD Drafting Requests	CODIED	Sent: 3/11/2025 1:31:37 PM
draftingrequests@GLO.TEXAS.GOV	COPIED	
Texas General Land Office		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Kelly McBride	COPIED	Sent: 3/11/2025 1:31:38 PM
kelly.mcbride@glo.texas.gov	COPIED	
Director of CMD		
Texas General Land Office Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Sandra Radosavljevic	COPTER	Sent: 3/11/2025 1:31:38 PM
Sandra.Radosavljevic@GLO.TEXAS.GOV	COPIED	
Contract Specialist		
Texas General Land Office		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Gloria Maynard	CODIED	Sent: 3/11/2025 1:47:17 PM
gloria.maynard@glo.texas.gov	COPIED	
Texas General Land Office Security Level: Email, Account Authentication		
(None)  Electronic Record and Signature Disclosure: Not Offered via Docusign		
•		Sent: 3/11/2025 2:15:35 PM
Duggan Baker dbaker@abhr.com	COPIED	OGIII. O/ 1 1/2020 Z. 10.00 F IVI
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Payton Ray	COPIED	Sent: 3/20/2025 10:55:59 AM
Payton.ray@glo.texas.gov	COPIED	
Security Level: Email, Account Authentication (None)		

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		
HUB	CODIED	Sent: 3/20/2025 10:56:01 AM
HUB@glo.texas.gov	COPIED	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Linh Phan	COPTED	Sent: 3/20/2025 10:56:03 AM
Linh.Phan@glo.texas.gov	COPIED	
Purchaser		
Security Level: Email, Account Authentication (None)		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/11/2025 1:31:38 PM
Certified Delivered	Security Checked	3/20/2025 10:55:40 AM
Signing Complete	Security Checked	3/20/2025 10:55:54 AM
Completed	Security Checked	3/20/2025 10:56:03 AM
Payment Events	Status	Timestamps

**Electronic Record and Signature Disclosure:**Not Offered via Docusign