

MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY,
U.S. ARMY CORPS OF ENGINEERS
AND
THE TEXAS GENERAL LAND OFFICE
FOR PLACEMENT OF MATERIAL DREDGED FROM
THE GULF INTRACOASTAL WATERWAY AND
FEDERALLY MAINTAINED PUBLIC NAVIGATIONAL CHANNELS
ALONG THE TEXAS COAST

THIS AGREEMENT, entered into this 27th day of July, 2001, by and between the DEPARTMENT OF THE ARMY, U.S. ARMY CORPS OF ENGINEERS (hereinafter referred to as the "Government" or "Corps"), acting by and through the District Engineer, Galveston District, and the Texas General Land Office (hereinafter referred to as the "Land Office") acting by and through the Texas Land Commissioner.

WITNESSETH, THAT:

WHEREAS, the Gulf Intracoastal Waterway (hereinafter referred to as the GIWW), was authorized to a depth of 12 feet and a width of 125 feet, in relevant part, from the Sabine River, Texas to the vicinity of the Mexican border, in accordance with Public Law 675, 56 Stat. 703 passed by the 77th Congress; and,

WHEREAS, the Galveston District maintains various authorized public navigation channels in Texas coastal waters as more specifically stated in Appendix I of this agreement; and,

WHEREAS, Section 145 of the Water Resources Development Act of 1976, Public Law 94-587, codified as 33 U.S.C. 426j; authorizes the Government, upon the request of a state, to place on the beaches of such state sand which has been dredged in constructing and maintaining navigation inlets and channels adjacent to such beaches; and,

WHEREAS, by letter dated March 26, 1999, the State of Texas through the Texas Land Commissioner requested that the sand, dredged from the GIWW or Texas navigation channels maintained by the Corps, be placed on the adjacent beach and coastal shore areas in the state where the Land Office has determined the quality of the dredged material is appropriate for such use; and,

WHEREAS, 42 U.S.C. § 1962d-5b(a) as amended, provides that Federal participation in any water resources project by the Secretary of the Army shall not be commenced until each non-Federal interest has entered into a written agreement to furnish its required cooperation for the project; and,

WHEREAS, the Land Office has the authority pursuant to Texas Coastal Erosion Planning and Response Act, Texas Natural Resources Code, § 33.601, et seq., and capability to furnish the cooperation hereinafter set forth and is willing to participate in accordance with the terms of this Agreement; and

NOW, THEREFORE, the parties agree as follows:

ARTICLE I DEFINITIONS AND GENERAL PROVISIONS

The term "beneficial use of dredged material," in accordance with Title 43, Texas Administrative Code §2.45, shall mean any productive and positive use of dredged material for: fish and wildlife habitat development; aquaculture; parks and human recreation; agriculture, forestry and horticulture; strip mine reclamation and solid waste management; shoreline stabilization and erosion control; construction and industrial use; material transfer (fill, dikes, levees, parking lots, roads); and multiple purposes (the combination of categories on a single dredging project).

The term "beach placement" shall mean the placement of material dredged from the maintenance of the GIWW and federally maintained navigation channels in Texas on the adjacent beach or coastal shore areas in the state where the Land Office has determine the quality of the dredged material is appropriate for such use and is used for the purpose of the beneficial use of the dredged material in shoreline stabilization and erosion control.

The term "relocations" shall mean alterations, modifications, lowering or raising in place, and/or new construction related to, but not limited to, existing railroads, highways, bridges, buildings, pipelines, public utilities, aerial utilities, and other facilities, structures, and improvements determined by the Corps to be necessary for the construction of the project.

ARTICLE II - PURPOSE AND AUTHORITY

This Memorandum of Agreement (hereinafter the "MOA") is entered into by and between the Government and the Land Office for the purpose of establishing a mutual framework governing the respective responsibilities of the parties for the Corps to provide assistance as described in this agreement pursuant to 33 U.S.C. 426j.

ARTICLE III - SCOPE

This MOA applies only to projects which are the primary responsibility of the Corps. During various dredging cycles of the GIWW and federally maintained navigation channels, the Corps and the Land Office shall cooperate in the construction of multiple beneficial use of dredged material projects.

The Corps will provide assistance as necessary to carry out the Land Office's request for beneficial use of dredged material pursuant to this agreement. The assistance which will be specifically described in Supplemental Agreements (SAs) to this MOA (attached as Appendix II), may include, but are not limited to, providing the design for multiple disposal of material for erosion protection and beach nourishment, construction management, contract preparation and administration, management of periodic examinations to determine the needs for maintenance, replacement and rehabilitation of each project.

Nothing in this MOA shall be construed to require the Land Office to use the Corps or to require the Corps to provide any assistance or services to the Land Office, except as may be set forth in SAs.

In the construction of multiple beneficial use of dredged material projects:

(1) The Corps will convey and place material dredged in connection with maintenance of the GIWW and federally maintained navigation channels. Actual quantities and the area from which the material will be dredged for placement will be determined by before and after surveys of those reaches of the GIWW and/or federal navigation channel to be dredged.

(2) The Corps does not warrant the quantity or suitability of the dredged material for purposes of the projects, including, but not limited to, particle size, color, texture, quality and placement dimensions.

(3) Once dredged material is deposited for a project, the Corps' obligation with regard to that material will cease.

(4) A party responsible for the operation, maintenance, repair, replacement and rehabilitation of a project may be identified in a Land Office proposal or an SA, prior to Land Office participation; and the beneficial use of dredged material project, if designed so as to be maintained and operated, shall be operated and maintained by said identified party, to the extent deemed necessary by said identified party.

(5) In any event and unless otherwise specified, after the Government has turned the completed placement, the Land Office shall have the sole responsibility to maintain, replace, and rehabilitate the placement, to the extent deemed necessary by the Land Office.

ARTICLE IV - LANDS, FACILITIES, AND RELOCATION ASSISTANCE

a. Prior to the advertisement of any construction contract which involved placement of dredged material onto a designated beach or coastal area, the Land Office shall furnish to the Government all lands, easements, and rights-of-way, as may be determined by the Government to be necessary for the placement of dredged material onto a designated beach or coastal area, and shall furnish to the Government evidence supporting the Land Office legal authority to grant or obtain rights-of-entry to such lands.

b. Upon notification from the Government, the Land Office shall accomplish or arrange for accomplishment at no cost to the Government all necessary alterations and relocations of utilities, buildings, highways, storm drains, pipelines, cables, and other facilities, structures and improvements.

c. The Land Office shall comply with the applicable provisions of the Uniform Relocations Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-464, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987, Public Law 100-17, and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way for the placement of dredged material onto a designated beach or coastal area, and inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE V - INTERGOVERNMENTAL COMMUNICATIONS

To provide for consistent and effective communication between the Corps and the Land Office, each party shall appoint a Principal Representative to serve as its central point of contact on matters relating to this MOA. The Principal Representative of the Corps will be the Galveston District's Chief of Operations. The District's Resource Management Officer will be the authorized representative to sign SAs on behalf of the Corps. Additional representatives may also be appointed to serve as project officers on SAs and will serve as project points of contact. A project will be initiated by the Land Office under this agreement by submitting a Project Notification Letter to the Corps' Principal Representative. The letter will identify the project(s) the Land Office requests the Corps assistance on.

ARTICLE VI - SUPPLEMENTAL AGREEMENTS

In response to requests from the Land Office for the Corps assistance under this MOA, the Corps and the Land Office shall conclude mutually agreed-upon written SAs, which must include:

- (1) A detailed scope of work statement;
- (2) Schedules;
- (3) Funding arrangements;
- (4) The amount of funds required and available to accomplish the scope of work as stated above.

The following must be addressed in each SA, or in a Project Notification Letter:

- (1) Identification of individual project managers;
- (2) Types and frequencies of reports;
- (3) Identification of which party is be responsible for government-furnished equipment, records maintenance, rights to data, software and intellectual property, and contract audits;
- (4) Procedures for amending or modifying the SA; and
- (5) Such other particulars as are necessary to describe clearly the obligations of the parties with respect to the requested assistance.

Assistance shall be provided under this MOA only after a representative of each has signed an appropriate SA party authorized to execute that SA. In addition, each SA must be fully funded by the Land Office with the necessary funds provided to the Government in escrow or by direct cash payment pursuant to Article IX of this MOA. Upon signature by each party representative and full funding by the Land Office, an SA shall constitute a valid request under 33 U.S.C. §426j. In the case of conflict between this MOA and an SA, this MOA shall control.

ARTICLE VII - RESPONSIBILITIES OF THE PARTIES

A. Responsibilities of the Corps

The Corps shall provide the Land Office with assistance in accordance with the purpose, terms, and conditions of this MOA and with specific requirements set forth in SAs and implementing arrangements.

The Corps shall identify authorized Corps representatives to sign SAs.

The Corps shall provide detailed periodic progress, financial, and other reports to the Land Office as agreed to in the SA. Financial reports shall include information on all funds received, obligated, and expended and on forecast obligations and expenditures.

The Corps shall inform the Land Office of all contracts entered into under each SA.

B. Responsibilities of the Land Office

The Land Office shall provide the elements of non-Federal cooperation pursuant to the Texas Coastal Erosion Planning and Response Act, Texas Natural Resources Code, § 33.601, et seq. and other applicable Federal and State law and regulations.

The Land Office shall pay all costs associated with the Corps' providing assistance under this MOA and shall certify, at the time of signature of an SA, the availability of funds necessary to accomplish that SA.

The Land Office shall ensure that only authorized Land Office officials sign SAs.

The Land Office shall develop draft SAs to include scope of work statements.

The Land Office shall obtain for the Corps all necessary real estate interests and access to all work sites and support facilities, and shall perform all coordination with and obtain any permits from state and local agencies, as necessary during the execution of each SA.

ARTICLE VIII - RELEASE OF CLAIMS

The Land Office and the Government acknowledge that they are not an agent or servant of the other, and that each entity is responsible for its own acts and deeds and for those of its contractors and employees during the performance of the work authorized in this MOA.

ARTICLE IX - FUNDING

The Land Office shall pay all costs associated with the Corps' providing assistance under this MOA, in accordance with each SA. At the election of the Land Office, funds for the services to be provided by the Corps may be deposited to an escrow account, pursuant to a separately executed escrow agreement, at an approved depository-bank or paid in cash, in advance directly to the Corps. If an escrow is used, funds will be transferred from the escrow account and deposited with the U.S. Treasury prior to incurrence of any obligation by the Corps. The Land Office specific obligation will be as follows:

a. The Land Office shall be responsible for paying 100 percent of the difference between the estimated cost of traditional disposal of material dredged from the GIWW or a federally maintained channel and the actual cost of dredging and placement of that material onto a designated beach or coastal area. The Government will provide the Land Office, at least 30 days prior to initiation of construction, a written cost estimate documenting the difference between the estimated cost of traditional disposal of material dredged from the GIWW or a federally maintained channel and the cost of dredging and placement of that material onto a designated beach or coastal area. If applicable for a designated dredging event, the estimated cost of traditional disposal will include site preparation such as dikes or levees. Costs of placement of dredged material onto a designated beach or coastal area shall include, but are not necessarily limited to, all costs associated with placement of the material, including engineering, design, and construction management. This difference will be based on the Government's current best estimates for the two methods of dredging and disposal. The estimate for traditional disposal is subject to adjustment for price level changes and inflation as of the date of contract award. The cost for placement of dredged material onto a designated beach or coastal area will be the actual cost incurred for this activity. The ultimate cost to the Land Office will also depend on the final quantity of material dredged.

b. The Land Office shall provide its required cash contribution over the period of construction in accordance with the following provisions:

1. No later than thirty (30) days prior to the construction period for the dredging, the Government shall notify the Land Office of the Land Office's estimated cash contribution, including costs incurred prior to initiation of construction. Within fifteen (15) days thereafter, the Land Office shall verify to the satisfaction of the Government that it has deposited the requisite amount into an escrow account acceptable to the Government, with interest accruing to the Land Office, or make the required payment in cash directly to the Corps.

2. If at any time during the period of construction the Government determines that additional funds will be needed from the Land Office, the Government shall notify the Land Office, and the Land Office, within fifteen (15) days from receipt of notice, shall make the necessary funds available through the escrow account, or make the required payment in cash directly to the Corps.

c. The Government will draw on the escrow account provided by the Land Office such sums as the Government deems necessary to cover contractual obligations attributable to the placement of material onto the beach or coastal area, as they are incurred, as well as costs incurred by the Government prior to initiation of construction.

d. Upon completion of the placement of dredged material and resolution of all relevant contract claims and appeals, the Government shall compute the total increase in cost attributable to placement of material onto the beach or coastal area and tender to the Land Office a final accounting. In the event total contribution by the Land Office is less than total increase in costs at the time of the final accounting, the Land Office shall, within ninety (90) calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the total increased cost. In the event the Land Office having provided more than the total increased cost, the Government shall, subject to the availability of funds, return the excess funds to the Land Office within ninety (90) calendar days after the date of the final accounting.

If the Corps forecasts its actual costs under an SA to exceed the amount of funds available under that SA, it shall promptly notify the State of the amount of additional

funds necessary to complete the work under that SA. The State shall either provide the additional funds to the Corps, require that the scope of work be limited to that which can be paid for by the then available funds, or direct termination of the work under that SA.

Within 90 days of completing the work under an SA, the Corps shall conduct an accounting to determine the actual costs of the work. Within 30 days of completion of this accounting, the Corps shall return to the State any funds advanced in excess of the actual costs as then known.

This authorization shall not be construed as creating any debt on behalf of the State of Texas and/or the General Land Office in violation of Sec. 44, Art. III of the State Constitution. In compliance with Sec 6, Art. VIII of the Constitution, it is understood that all obligations of the State hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this authorization may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination.

ARTICLE X - APPLICABLE LAWS

This MOA and all documents and actions pursuant to it shall be governed by the applicable statutes, regulations, directives, and procedures of the United States. Unless otherwise required by law, all contract work undertaken by the Corps shall be governed by Corps policies and procedures.

ARTICLE XI - CONTRACT CLAIMS AND DISPUTES

All claims and disputes by contractors arising under or relating to contracts awarded by the Corps shall be resolved in accordance with Federal law and the terms of the individual contract. The Corps shall have dispute resolution authority for these claims. Any contracting officer's final decision may be appealed by the contractor pursuant to the Contract Disputes Act of 1978 (41 U.S.C. §601-613). The U.S. Armed Services Board of Contract Appeals ("ASBCA") is designated as the appropriate board of contract appeals. In lieu of appealing to the ASBCA, the contractor may bring an action directly to the United States Court of Federal Claims. The Land Office must

settle all claims against the State in accordance with State and Federal law.

The Corps shall be responsible for handling all litigation disputes and appeals, and for coordinating with the Department of Justice and the Land Office, as appropriate. The Corps shall notify the Land Office of any such litigation and afford the State an opportunity to review and comment on the litigation proceedings and any resulting settlement negotiations.

ARTICLE XII - MAINTENANCE OF RECORDS

The Government and the Land Office shall keep books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement to the extent and in such detail as will properly reflect total costs attributable to placement of material onto the beach and coastal areas. The Government and the Land Office shall maintain such books, records, documents, and other evidence for a minimum of four years after completion of the period of construction and resolution of all claims arising therefrom, and shall make available at their offices at reasonable times, such books, records, documents, and other evidence for inspection and audit by authorized representatives of the parties to this Agreement.

ARTICLE XIII - DISPUTE RESOLUTION

The parties agree that, in the event of a dispute between the parties, the Land Office and the Corps shall use their best efforts to resolve that dispute in an informal fashion through consultation and communications, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

ARTICLE XIV - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE XV - COVENANT AGAINST CONTINGENT FEES

The Land Office warrants that no person or selling agency has been employed or retained to solicit or secure

this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Land Office for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or in its discretion, to add to the agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XVI - NOTICES

All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, mailed by first-class (postage paid), registered, or certified mail, as follows:

If to the Land Office:

Texas General Land Office
Legal Services
1700 N. Congress Ave.
Austin, Texas 78701-1495

If to the Government:

Chief, Operations Division
U.S. Army Engineer District, Galveston
P. O. Box 1229
2000 Fort Point Road
Galveston, Texas 77553-1299

A party may change the address to which such communications are to be directed by giving written notice to the other in the manner provided in this section.

Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such a time as it is personally delivered or on the third business day after it is mailed, as the case may be.

ARTICLE XVII - PUBLIC INFORMATION

Justification and explanation of the Land Office programs before other agencies, departments, and offices shall be the responsibility of the Land Office. The Corps may provide, upon request, any assistance necessary to support the State's justification or explanations of the Land Office's programs conducted under this MOA. In general, the Land Office is responsible for all public information. The Corps may make public announcements and respond to all inquiries relating to the ordinary procurement and contract award and administration process. The Land Office or the Corps shall make its best efforts to give the other party advance notice before making any public statement regarding work contemplated, undertaken, or completed pursuant to SAs under this MOA.

ARTICLE XVIII - MISCELLANEOUS

A. Relationships of Parties and other Relationships or Obligations

The parties to this Agreement act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, or employee of the other. This MOA shall not affect any pre-existing or independent relationships or obligations between the State and the Corps.

B. Survival

The provisions of this MOA, which require performance after the expiration or termination of this MOA shall remain in force notwithstanding the expiration or termination of this MOA.

C. Severability

If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

ARTICLE XIX - AMENDMENT, MODIFICATION AND TERMINATION

This MOA may be modified or amended only by written, mutual agreement of the parties. Either party may terminate this MOA by providing written notice to the other party. The termination shall be effective upon the sixtieth calendar day following notice, unless a later date is set forth. In the event of termination, the Land Office shall continue to be responsible for all costs incurred by the Corps under this MOA and for the costs of closing out or transferring any on-going contracts.

If at any time the Land Office fails to make the payments required under this Agreement, the Corps shall terminate or suspend work and use an alternate method of disposal until the Land Office is no longer in arrears, unless the Corps determines that continuation of the work on the placement of dredged material onto a designated beach or coastal area is in the interest of the United States. Any delinquent payment shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 50 per centum of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

If during the period of construction, for a project covered by an SA to this MOA, the Land Office determines that placement of dredged material from the GIWW onto a designated beach or coastal area is not in its best interest, the SA may be terminated and all operations pertaining to placement of material onto the beach or coastal area will cease except for those necessary to demobilize and close out the project.

However, the Land Office shall remain responsible for all cost incurred in excess of the cost which would have been incurred by the Government by using the least costly suitable method of disposal for the material dredged from the GIWW or federally maintained navigation channel. If the Land Office elects to terminate the SA under this provision, the parties will proceed to final accounting in accordance with Article VIII.

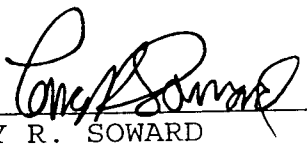
ARTICLE XX - EFFECTIVE DATE

This MOA shall become effective when signed by both the Land Office and the Corps.

Executed for the Texas General Land Office by the Chief Clerk of the Land Office in accordance with Texas Constitution, Article IV, Section 1, and Texas Natural Resources Code, Section 31.015 and 31.051.

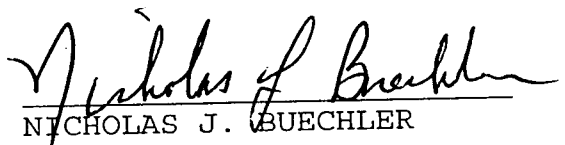
TEXAS GENERAL LAND OFFICE

U.S. ARMY CORPS OF ENGINEERS



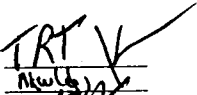
LARRY R. SOWARD
Chief Clerk/
Deputy Land Commissioner

DATE: 7/25/01



NICHOLAS J. BUECHLER
Colonel
District Engineer

DATE: 7/27/01


S.A. TRT
Div. TRT
G.C. TRT

APPENDIX I
Authorized Navigation Projects in
the Galveston District as of FY 01

BRAZOS ISLAND HARBOR, TX

Nov. 17, 1986 Enlargement of the entrance channel from deep water in the Gulf of Mexico to the Laguna Madre to a depth of 44 feet and a width of 400 feet; enlargement of the Turning Basin Extension to a point 800 feet beyond the grain elevator to a depth of 42 feet at widths varying from 325 to 400 feet; removal of Brownsville Navigation District Wharves 5, 6, and 9 to permit widening of the adjacent portion of the Turning Basin to 1, 200 feet at a depth of 36 feet; construction of asphalt walkways with handrails on the crown of the North and South Jetties, and construction of park-type public use facilities at the inner end of the North Jetty.

Sec. 201, PL 99-662

CEDAR BAYOU, TX

Dec. 11, 2000 Channel 12 feet deep and 125 feet wide from Houston Ship Channel to a point on bayou 11 miles above mouth.

S. 349(a)(2), PL 106-541

CHANNEL TO PORT BOLIVAR, TX

Jun. 25, 1910 A channel 30 feet deep and 200 feet wide from deep water in Galveston Harbor extending to a turning basin 1,000 feet square and 30 feet deep.

H. Doc. 328, 61st Cong.
2nd Sess.

CLEAR CREEK AND CLEAR LAKE, TX

Aug. 30, 1935 Enlargement of channel to 6 feet deep and 60 feet wide.

H. Doc. 264, 73rd
Cong., 2nd Sess.

Mar. 2, 1945 Realignment, enlargement, and extension of channel to highway bridge near League City.

H. Doc. 319, 77th
Cong., 1st Sess.

CORPUS CHRISTI SHIP CHANNEL, TX

Aug. 13, 1968 Provides for a project depth of 45 feet in the existing deep-draft channels and basins, for construction of a new deep-draft turning point, for construction of a deep draft mooring area and mooring facilities and for widening of the channels and basins at certain locations. The Act also deauthorized the undredged northward extension of Inner Basin and Harbor Island and the undredged west turnout (Wye connection) between the LaQuinta Channel and the main channel of the waterway.

S. Doc. 99, 90th Cong.,
2nd Sess.

JEWEL FULTON CANAL, TX

Sep. 15, 1994 Assume maintenance of 17 foot by 100 foot Jewel Fulton Canal, after construction by local interest.

Sec. 204, PL 99-662 as amended

DOUBLE BAYOU, TX

Jul 14, 1960 7-foot by 125-foot channel from the 7-foot depth in Trinity Bay to
(As amended the intersection of Double Bayou Channel with the channel to
Oct. 25, 1965) Liberty; and thence a 7- by 100-foot channel upstream for 2.0
miles.

Sec. 107, PL 86-646

FREEPORT HARBOR, TX

Dec. 31, 1970 Relocation of entrance channel and deepen to 47 feet; enlarge-
ment to a depth of 45 feet and relocation of jetty channel and
inside main channel; deepening to 45 feet of channel to
Brazosport; enlargement of the widened area of Quintana Point
to provide a depth of 45 feet with a 750-foot diameter turning

area; Brazosport turning basin to 45 feet deep with a 1,000 foot turning area; a new turning basin with a 1,200 foot diameter turning area and 45 feet deep; deepening Brazosport channel to 36 by 750 feet diameter; flared approaches from Brazos Harbor Channel; relocation of north jetty and rehabilitation of south jetty.

H. Doc. 289, 93rd
Cong., 2nd Sess.

GALVESTON HARBOR AND CHANNEL, TX

Oct. 12, 1996 Provides for navigation and environmental restoration improvements. The navigation improvements consist of deepening and widening the Entrance Channel to 47 feet deep and 800 feet wide; the Houston Ship Channel to 45 feet deep and 530 feet wide, and the Galveston Channel to 45 feet deep. The environmental restoration portion consist of initial construction of marsh habitat and a colonial water bird nesting island through the beneficial use of new work dredged material, and incremental development (deferred construction) of additional marsh over the life of the navigation project through the beneficial use of maintenance materials dredged from Galveston Bay. The project is referred to as Houston-Galveston Navigation Channels.

Sec. 101 (30)
PL 104-303

GULF INTRACOASTAL WATERWAY (GIWW), TX

SAN BERNARD RIVER, TX

Jun. 20, 1938 Channel 9 by 100 feet in San Bernard River Texas

H. Doc. 640, 75th
Cong., 3rd Sess.

COLORADO RIVER CHANNEL, TX

Jun. 20, 1938 Channel to Colorado River, 9 by 100 feet, with basin.

H. Doc. 642, 75th
Cong., 3rd Sess.

CHANNEL TO ROCKPORT, TX

Jun. 20, 1938 Channel 9 by 200 feet from main channel to harbor at Rockport and improve harbor to 9-foot depth.

H. Doc. 641, 75th
Cong. 3rd Sess.

CHANNEL TO HARLINGEN, TX

Mar. 2, 1945 Channel 12 feet deep and 125 feet wide from main channel to Vicinity of Harlingen, Texas via Arroyo Colorado with basin

H. Do. 402, 77th
Cong., 1st Sess. (See PL 14, 79th Cong.)

CHANNEL TO SEADRIFT, TX

Sep. 3, 1954 Small craft harbor 9 by 200 by 1,000 feet at Seadrift with an entrance channel 9 by 100 feet.

H. Doc. 478, 81st
Cong., 2nd Sess.

CHANNEL TO PORT MANSFIELD, TX

Sep. 9, 1959 Improve channels and basins comprising channel to Port Mansfield constructed in part by Federal Government and in part by local interest; constructing turnout curves at Gulf Intracoastal Waterway intersection and bend easing at entrance to turning basin; construct parallel jetties at gulf entrance; maintenance of locally dredged jetty channel 16 by 250 feet; and maintenance of small craft basin.

S. Doc. 11, 86th Cong.,
1st Sess.

CHANNEL TO PORT ISABEL, TX

Jul. 14, 1960 Deepen the existing 6-foot channel at Port Isabel to 12 feet and removing the submerged bars at each end of the island to a depth
(As amended)

Dec. 31, 1970) of -12 feet MLT.

Sec. 107, PL 86-645

CHANNEL TO OFFATTS BAYOU, TX

Jul. 14, 1960
(As amended
Dec. 31, 1970) Deepening the existing channel to 12 by 125 feet, and extend southeasterly from the Gulf Intracoastal Waterway main channel in West Galveston Bay, into Offatts Bayou, a distance of 2.2 miles, and a west turnout 12 by 125 feet between the proposed Offatts Bayou Channel and the Gulf Intracoastal Waterway.

Sec. 107, PL 86-645

TRIBUTARY CHANNEL TO ARANSAS PASS, TX

Jul. 14, 1960
(As amended
Dec. 31, 1970) Deepening Aransas Pass tributary channel to 14 feet from mile 0 at Harbor Island to mile 6.1 at the city of Aransas Pass; widening to 17 feet between miles 3.5 and 4.6; and deepening Conn Brown Harbor turning basin and connecting channel between Conn Brown Harbor and turning basin.

Sec. 107, PL 86-645

CHANNEL TO PALACIOS, TX

Oct. 23, 1962 Deepen and widen channel to Palacios; construct two protective breakwaters; maintain and deepen existing basins, and deepen, enlarge and maintain existing approach channel to basin No. 2.

H. Doc. 504, 87th
Cong., 2nd Sess.

CHOCOLATE BAYOU, TX

Oct. 27, 1965 Modify existing Federal navigation project to provide a channel extending from Gulf Intracoastal Waterway through Chocolate Bay and Chocolate Bayou to project channel mile 8.2 thence to a turning basin near channel mile 13.2 and for salt water barrier in Chocolate Bayou about 3.7 miles upstream from basin (channel mile 16.9).

H. Doc. 217, 89th
Cong., 1st Sess.

MOUTH OF COLORADO RIVER CHANNEL, TX

Aug. 13, 1968 Entrance channel 15 feet deep and 200 feet wide at the mouth of Colorado River Channel protected by an east jetty 3, 500 feet long extending to 12-foot depth and a west jetty 2,900 feet long extending to 5-foot contour; make channel 12 feet by 100 feet from gulf shore to Matagorda, including recreation facility, a turning basin 12 feet by 300 feet wide and 1,450 feet long, and a new diversion channel 250 feet wide and varying in depth from 20 to 23 feet including a closure dam across the present river channel.

S. Doc. 102, 90th
Cong., 2nd Sess.

CHANNEL TO VICTORIA, TX

Nov. 17, 1988 Enlarge existing Channel to Victoria from a depth of 9 feet and width of 100 feet to a depth of 12 feet and width of 125 feet.

Sec. 3, PL 100-676

HOUSTON-GALVESTON NAVIGATION CHANNELS, TX

Oct 12, 1996 Provides for navigation and environmental restoration improvements. The navigation improvements consist of deepening and widening the Entrance Channel to 47 feet deep and 800 feet wide; the Houston Ship Channel to 45 feet deep and 530 feet wide; and the Galveston Channel to 45 feet deep. The environmental restoration portions consist of initial construction of marsh habitat and a colonial water bird nesting island through the beneficial use of new work dredged material, and incremental development (deferred construction) of additional marsh over the life of the navigation project through the beneficial use of maintenance materials dredged from Galveston Bay. The project is referred to as Houston-Galveston Navigation Channels.

Sec. 101 (30)
PL 104-303

Oct. 27, 2000 Provides for barge lanes immediately adjacent to either side of the

Houston Ship Channel, from Bolivar roads to Morgan Point, to a depth of 12 feet.

Appendix B, PL 106-377

MATAGORDA SHIP CHANNEL, TX

Jul. 3, 1958 An entrance channel 38 by 300 feet, a channel 36 by 200 feet, 22 miles long across Matagorda and Lavaca Bays to Point Comfort, Texas, a turning basin 36 feet deep and 1,000 feet square at Point Comfort, and dual jetties at entrance from gulf.

H. Doc. 388, 84th
Cong., 2nd Sess.

CHANNEL TO RED BLUFF, TX

Mar. 2, 1945 Extend channel 6 by 100 feet from Port Lavaca via Lavaca Bay, Lavaca and Navidad Rivers to Red Bluff, a distance of 20 miles.

H. Doc. 314, 76th
Cong., 1st Sess.

CHANNEL TO PORT LAVACA & HARBOR OF REFUGE, TX

Jul. 3, 1958 Deepen to 12 feet and widen to 125 feet Port Lavaca Channel and approach channel to harbor of refuge; deepen to 12 feet Port Lavaca turning basin and basins at harbor of refuge.

H. Doc. 131, 84th
Cong., 1st Sess.

SABINE-NECHES WATERWAY, TX

Oct. 23, 1962 Improve outer bar channel to 42 and 40 feet for all inland channels to Port Arthur and Beaumont; width of 500 feet in Port Arthur Canal and 400 feet in Neches River Channel to Beaumont with three turning points in Neches River; a channel, 12 by 125 feet, extending in Sabine River to Echo; and replace an obstructive bridge at Port Arthur, Texas. Deauthorization of uncompleted portion of channel between Port Arthur west turning basin and Taylors Bayou turning basin and enlargement of entrance channel to Port Arthur turning basins.

H. Doc. 533, 87th
Cong., 2nd Sess.

CHANNEL TO ORANGE, TX

Oct. 17, 1940 Abandon Orange turning basin; dredge a channel 25 by 150 feet, suitably widened on bends to highway bridge, and dredge a cutoff channel opposite Orange.

S. Doc 14, 77th
Cong. 1st Sess.

COW BAYOU CHANNEL, TX

Jul. 24, 1946 Improve Cow Bayou, Texas by construction of a channel 100 feet wide and 13 feet deep extending from navigation channel in Sabine River to a point 0.5 mile above county bridge at Orangefield, Texas with a turning basin.

H. Doc. 702, 79th
Cong., 2nd Sess.

ADAM BAYOU CHANNEL, TX

Jul. 24, 1946 Improve Adams Bayou, Texas, to provide a channel 12 feet deep and 10 feet wide extending from 12-foot depth in Sabine River to first count highway bridge across bayou.

H. Doc. 626, 79th
Cong., 2nd Sess.

SABINE RIVER CHANNEL, TX

Sep. 3, 1954 Rectification of certain reaches of existing Sabine Pass Channel, Sabine-Neches Canal, and Neches River and Sabine River Channel; widen to 350 feet entrance channel to Port Arthur turning basins; widen curve at junction of Port Arthur and Sabine-Neches Canals; relocate and enlarge Sabine Pass anchorage basin to 34 by 1,500 by 3,000 feet; widen to 200 feet Sabine-Neches Canal from mouth of Neches River to mouth of Sabine River and Sabine River Channel to upper end of existing project at Orange, except for channel around Harbor Island at Orange; deepen to 30 feet Sabine

River Channel from cutoff near Orange municipal slip to upper end of project, except around Harbor Island; and enlarge area at entrance to Orange municipal slip to provide a maneuvering basin.

S. Doc. 80, 83rd
Cong., 2nd Sess.

TEXAS CITY CHANNEL, TX

Nov. 17, 1986 Deepening the Texas City Turning Basin to 50 feet, enlarging the 6.7 mile long Texas City channel to 50 feet by 600 feet; deepening the existing 800-foot wide Bolivar Roads Channel and Inner Bar Channel to 50 feet; deepening the existing 800-foot wide Outer Bar and Galveston Entrance Channel to 52 feet; extending the Galveston Entrance Channel to a 52 foot depth for 4.1 miles at a width of 80 feet and an additional reach at a width of 600 feet to the 52 foot contour in the Gulf of Mexico; and establishment of 600 acres of wetland and development of water-oriented recreational facilities on a 90-acre enlargement of the Texas City Dike.

Sec. 201, PL 99-662

TRINITY RIVER AND TRIBUTARIES, TX

Mar 2, 1945 Provides for a navigable channel from the Houston Ship Channel near Red Fish Bar in Galveston and Trinity Bays to the mouth of Trinity River and 9 feet deep and 150 feet wide in the river section, with a turning basin at Liberty.

H. Doc. 403, 77th
Cong., 1st Sess.

**U.S. CORPS OF ENGINEERS
GALVESTON DISTRICT
SUPPLEMENTAL AGREEMENT**

1. AGREEMENT NUMBER

2. ☐ INITIAL AGREEMENT
☐ AMENDMENT NO. _____

3. PROJECT TITLE

4. EFFECTIVE DATE

5. COMPLETION DATE

6. NAME AND ADDRESS OF USACE ORGANIZATION

Galveston District, Corps of Engineers
P.O. Box 1229
Galveston, Texas 77553-1229

7. NAME AND ADDRESS OR STATE AGENCY

8. SCOPE OF WORK *(Additional pages may be used as needed)*

8. SPECIAL PROVISIONS *(Additional pages may be used as needed)*

9. USACE PROJECT OFFICER

TELEPHONE

11. STATE AGENCY PROJECT

TELEPHONE

ADDRESS

Galveston District, Corps of Engineers
P.O. Box 1229
Galveston, Texas 77553-1229

ADDRESS

12. REPORTS (Requirements and Frequency)

FUNDS

(Page(s) with cost breakdown may be attached as necessary)

SOURCE	PREVIOUS AMOUNT	AMOUNT THIS ACTION	AMENDED TOTAL
A. USACE AMOUNT			
B. STATE AGENCY AMOUNT			
C. TOTAL PROJECT COST			

14. FUNDING

Funds will be provided by

a. ☐ Transfer to escrow account number

☐ Transfer Appropriation

☐ Other (describe)

b. Appropriation:

15. BILLING

A. Request for payment will be made by: ☐ SF180 ☐ SF1081 ☐ Other (describe)

By letter

B. Frequency ☐ Monthly ☐ Quarterly ☐ Upon work completion ☐ Other (describe)

Option item

C. Request for payment will cite the following accounting information (describe necessary documentation)

D. Submit to:

16. AUTHORITY

33 U.S.C. 426j

APPROVALS

17.		
A. NAME AND TITLE OF AUTHORIZING OFFICIAL FOR USACE	SIGNATURE	DATE
A. NAME AND TITLE OF AUTHORIZING OFFICIAL FOR STATE AGENCY	SIGNATURE	DATE