Notice of Meeting of the Port Commission of the Port of Corpus Christi Authority of Nueces County, Texas, on Tuesday, July 17, 2018, at 9:00 AM At the Solomon P. Ortiz International Center 402 North Harbor Drive, Corpus Christi, Texas

The Agenda for this meeting of the Port Commission ("Commission") of the Port of Corpus Christi Authority ("PCCA") is set forth below.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Sherry DuBois at 885-6174 at least 48 hours in advance so that appropriate arrangements can be made.

Si usted se dirige a la junta y cree que su inglés es limitado, habrá un intéprete inglés español en la reunión de la junta para ayudarle.

Members of the audience will be provided an opportunity to address the Port Commission. Please speak into the microphone located at the podium and state your name and address. Your presentation will be limited to three minutes.

PUBLIC NOTICE is given that the Commission may go into executive session at any time during the meeting to discuss matters listed on the agenda when authorized to do so by the provisions of Section 418.183 or Chapter 551 of the Texas Government Code. In the event the Commission elects to go into executive session regarding any agenda item, the presiding officer will publicly announce the section or sections of the Texas Government Code authorizing the executive session.

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1. **Call to Order**
2. **Safety Briefing**
3. **Pledge of Allegiance**
4. **Invocation**
5. **Receive Conflict of Interest Affidavits**
6. **Minutes**

6.a. Approve minutes of the June 19, 2018 Commission meeting.
June 19, 2018 - Minutes

7. Public Comment (Each speaker is limited to 3 minutes.)

8. Committee Reports

9. Presentations

9.a. Introduction of new PCCA employees.

9.b. Receive an update from voestalpine Texas Holdings, LLC.

9.c. Receive an update from Cassidy & Associates on legislative agenda and WRDA program.
Cassidy - Presentation
House WRDA Analysis

10. Open Agenda

10.a. Adopt a Resolution in memory of Captain Louis Adams.
Adams - Resolution

10.b. Approve a Master Services Agreement and Service Order No. 1 in the Amount of $400,000 with Moffatt & Nichol, for Engineering Services Associated with Program and Project Management of the Corpus Christi Ship Channel Improvement Project.
Moffatt & Nichol - Memo
Moffatt & Nichol - Master Services Agreement
Moffatt & Nichol - Service Order

10.c. Approve Service Order No. 2 in the Amount of $764,190 with Lanier & Associates Consulting Engineers, Inc., under Master Services Agreement No. 18-01, for Engineering Services associated with the Final Design of New Oil Dock 20.
Lanier SO - Memo
Lanier SO - Exhibit
Lanier SO - Service Order

10.d. Award a Services Contract to DRC Emergency Services, LLC, the Best Proposer Based on Proposals Received on June 5, 2018, For Debris Management Services.
DRC - Memo

DRC - Contract
DRC - Marine Debris Removal Targets
DRC - Texas Treasure Terminal

10.e. Award a Consulting Services Contract to Tetra Tech Inc, the Best Proposer Based on Proposals Received on July 5, 2018, For Debris Management Monitoring Services.
Tetra Tech - Memo
Tetra Tech - Contract

10.f. Approve a resolution authorizing the Chief Executive Officer of the Port Authority or his designee to Purchase a tract of land in San Patricio County, Texas.
McCampbell - Memo
McCampbell Trust - Resolution
McCampbell - Exhibit
McCampbell - Survey
McCampbell - Contract.

10.g. Issue Freight Handler License to Diversified CPC International, Inc.
Diversified CPC - Memo
Diversified CPC - Application

10.h. Approve purchase order in the amount of $193,889.81 to LMC Corporation to repaint the interior and exterior areas of the Congressman Solomon P. Ortiz International Center.
LMC - Memo
LMC Corp - Scope of Work
LMC Corp - Exhibit

10.i. Approve agreement to renew, extend, and restate existing agreement with voestalpine Texas Holdings, LLC regarding the handling of Mechanics and Materialmen's Liens under the terms of Lease Agreement dated May 1, 2013 between PCCA and voestalpine.
voestalpine - Memo
voestalpine - Plan of Action

10.j. Approve a Resolution regarding indemnification of Port Commissioners and an amendment to the Port Commission's Operating Rules.
Commission Indemnification - Resolution

10.k. Approve Service Order No. 2 in the Amount of $92,460 with Mott McDonald Inc.. under Master Services Agreement No. 18-03, for a Passing Vessel Hydrodynamic Modeling Study of the Corpus Christi Ship Channel and La Quinta Channel in the Vicinity of Ingleside Cove and Ingleside-on-the-Bay, Texas.

MottMac SO2- Memo
MottMac SO2 - Exhibit
MottMac SO2- Service Order

11. Consent Agenda - *The Port Commissioners have been furnished with supporting documentation and staff's recommendation for each of the following items. All Consent Agenda items will be approved, in accordance with the respective staff recommendations, by one vote without being discussed separately unless a Port Commissioner requests otherwise.*

11.a. Approve a Lease Agreement with the United States of America, through the Department of Homeland Security, United States Coast Guard, to Locate a Maritime Navigational Aid at La Quinta Terminal, San Patricio County, Texas.
USCG La Quinta AToN - Memo
USCG La Quinta AToN Lease Agreement - Exhibit
USCG La Quinta AToN - Agreement

11.b. Approve Service Order No. 3 in the Amount of $109,814.50 with Mott McDonald under Master Services Agreement No. 18-03, for Engineering Services associated with the Hurricane Harvey Damage Repairs to the La Quinta Terminal Aquatic Habitat Protection Structures.
MottMac SO3 - Memo
MottMac SO3 - Exhibit
MottMac SO3 - Service Order

11.c. Approve Service Order No. 3 in the Amount of $66,675 with CH2M Hill Engineers, Inc., under Master Services Agreement No. 18-08, for Design Phase Engineering Services Associated with Hurricane Harvey Damage Repairs at the Cline's Point Bulkhead.
CH2M Hill - Memo
CH2M Hill - Exhibit
CH2M Hill - Service Order

11.d. (1) Approve a Master Services Agreement and Service Order No. 1 in the Amount of $123,177 with Maldonado-Burkett, LLP for Engineering Services Associated with the Joe Fulton International Trade Corridor Shoulder-widening Queuing Lane and (2) Approve Service Order No. 2 in the Amount of $143,049 for Engineering Services Associated with Joe Fulton International Trade Corridor Intersection Improvements, to Support TXDOT Rider 45 Grants Awarded to PCCA.
Maldonado Burkett - Memo
Maldonado Burkett - Exhibit 1
Maldonado Burkett - Exhibit 2
Maldonado Burkett - Master Services Agreement
Maldonado Burkett - Service Order 1

Maldonado Burkett - Service Order 2

11.e. Award Purchase Contract to Hi-Tech Elastomers Ltd. in the Amount of $91,332.00, the Lowest and Best Bidder Based on Bids Received on June 6, 2018, for the Purchase of Dock Fenders (Re-Bid) to Replenish Inventory.
Hi-Tech - Memo
Hi-Tech - Exhibit
Hi-Tech - Bid Tab

11.f. Award a Construction Contract in the amount of $80,346.90 to All-State Belting, L.L.C., the Lowest and Best Bidder Based on Bids Received on July 2, 2018 for the Purchase and Installation of Conveyor Belts (CB) for CB2, CB3, and CB4 at Bulk Dock 2.
All State Belting - Memo
All State Belting - Exhibit
All State Belting - Bid Tab

11.g. Adopt a Resolution Approving a Memorandum of Agreement with the Department of the Army (U.S. Army Corps of Engineers) to Provide Technical Expertise and Oversight Reviews for Permitting and Federal Assumption of Operations and Maintenance for the Non-Federal Deepening of the Corpus Christi Ship Channel.
COE MOA - Memo
COE MOA - Resolution
COE MOA - Agreement

11.h. Approve a Professional Engineering Services Contract with Wood Environment and Infrastructure Solution, Inc. for an Amount of $190,000 For Engineering Services Related to the Design of Phase II (Final Phase) Storm Water Quality Improvements at the Bulk Terminal.
Wood - Memo
Wood Environment - Exhibit
Wood Environment - Contract

11.i. Approve an Amendment of Pipeline Easement Agreement with Texas Petroleum Investment Company, to Extend the Term an Additional 10 years for a 3 inch Pipeline Located on the West Side of the Bulk Terminal, Nueces County, Texas.
Texas Petroleum - Memo
Texas Petroleum - Exhibit
Texas Petroleum - Agreement

11.j. Approve an Easement Agreement with the Texas Department of Transportation for .0333 acres of Right-of-Way Located on the South Side of the Inner Harbor and .0615 acres of Right-of-Way Located on the North Side of the Inner Harbor associated with the US-181 Harbor Bridge Replacement

Project.
TxDOT ROW - Memo
TxDOT ROW- Exhibit
TxDOT ROW - Easement

11.k. Approve Third Amendment of Lease with Accutrans, Inc. Deleting a 0.126-acre Parking Area and a 1,340 Square Foot Office Trailer Designated Tract B Located on Cargo Dock 3 & 4 on the South Side of the Corpus Christi Turning Basin, Nueces County, Texas.
Accutrans - Memo
Accutrans - Exhibit
Accutrans - Amendment

11.l. Approve Service Order No. 10 in the Amount of $7,000 with Tricord Consulting, LLC, Under Professional Services Master Agreement No. 07-16, For Environmental Consulting Services to Conduct Site Wide Modeling for the Air Permit Amendment Application for the Bulk Terminal.
Tricord - Memo
Tricord - Service Order

11.m. Approve Amendment #2 to Consulting Services Contract for Crosswind Communications, LLC for additional media services.
Crosswind - Memo
Crosswind - Amendment

11.n. Approve Amendment for additional compensation to Daniel J. Edelman, Inc. Consulting Services Contract for 2018.
Edelman - Memo
Edelman - Amendment
Edelman - Exhibit

11.o. Adopt a Resolution approving Interlocal Agreement with Sourcewell to participate in Cooperative Purchasing Program.
Sourcewell - Memo
Sourcewell - Resolution
Sourcewell - Agreement

11.p. Approve purchase of portable light towers from ROMCO Power Systems in the amount of $201,700 - Port Security Grant 15.
ROMCO - Memo
ROMCO - Quote

11.q. Approve a Consulting Services Contract in the Amount of $57,336 with Platinum Environmental Solutions, LLC, for Environmental Consulting Services Related to Project Oversight of Mold Remediation and Limited Indoor Air Quality Surveys at the Port Authority Admin and Annex Buildings.

Platinum - Memo
Platinum - Contract

11.r. Approve Service Order No. 4 in the Amount of $168,735 with Govind Development, LLC, under Master Services Agreement No. 18-02, for Engineering Services Associated with Work at Oil Docks 4, 7, & 11 and Oil Docks 8 & 9 Consisting of Anode Replacement, Repairs to Ship and Barge Fender Systems, and Upgrades to Vehicle Access Bridge.
Govind - Memo
Govind - Exhibit
Govind - Service Order

11.s. Approve Amendment to Lease Agreement with GCGV Asset Holding LLC for 13-acre Multipurpose Dock Tract and 35-acre Marine Terminal Facility Tract in San Patricio County, which also amends the form of Pipeline Easement to be granted to GCGV under the lease.
GCGV - Memo
GCGV - Exhibit
GCGV - Amendment
GCGV - Amendment-Redlined

11.t. Approve a Resolution regarding the Privileges of Honorary Lifetime Members of the Port Police & Security Department.
Honorary Members - Memo
Honorary Members - Resolution

12. Chief Executive Officer, Executive Director, and Commissioners' Comments

12.a. Receive Chief Executive Officer/Executive Director Report on upcoming community events, PCCA events and the activities of the following PCCA departments during the preceding month: business development, communications, community relations, engineering services, environmental management, government affairs, operations, security, and finance.
JULY - CEO-ED Report

12.b. Receive Commission comments on any of the agenda items for the meeting, the Port's activities during the preceding month, upcoming PCCA events, and suggestions for future agenda items.

13. Recess Open Meeting and Convene Executive Session - *The Port Commissioners will deliberate the purchase, exchange, lease or value of real property in executive session only if deliberation in an open meeting would have a detrimental effect on PCCA's position in negotiations with a third person.*

13.a. The Commission will go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice from its counsel in connection with PCCA v. The Port of Corpus Christi, LP.

14. Reconvene in Open Session

15. Adjourn

OFFICIAL MINUTES OF PORT COMMISSION MEETING
June 19, 2018

The Port Commissioners of the Port of Corpus Christi Authority convened at the Solomon P. Ortiz International Center, 402 Harbor Drive, Corpus Christi, Texas, on Tuesday, June 19, 2018 at 8:30 a.m., for the regular monthly meeting of the Port Commission.

Present:
Mr. Charles Zahn
Mr. Wayne Squires
Ms. Barbara Canales
Mr. David P. Engel
Mr. Richard Valls
Mr. Richard L. Bowers
Mr. Wes Hoskins

Present:
Mr. John P. LaRue
Mr. Sean Strawbridge
Mr. Dennis DeVries
Mr. Jarl Pedersen
Mr. Kent Britton
Mr. Darrin Aldrich
Mr. Tyler Fuhrken
Ms. Sarah Garza
Mr. David Krams
Mr. Gilbert Acevedo
Ms. Lynn Angerstein
Mr. Eric Battersby
Mr. Bland Chamberlain
Ms. Audre Debler
Ms. Sherry DuBois
Mr. Sam Esquivel
Ms. Natasha Fudge
Mr. James Haley
Mr. T.J. Gonzalez
Mr. Erin Hall
Ms. Donna James-Spruce
Mr. Dan Koesema
Ms. Sonya Lopez
Ms. Leslie Ruta
Mr. Bennie Benavides
Ms. Jennifer Powell
Ms. Pamela Mota
Ms. Jenna Clayton
Mr. Joshua Rowe
Mr. Robert Cavanaugh

Ms. Tana Neighbors
Mr. Javier Davila
Mr. Neal Kunkel
Ms. Natalie Davis
Ms. Hannah Halekoska
Mr. Pablo Rivera
Mr. Robert Leal
Mr. Ramcha Josefczyk
Mr. Joey Blacker
Ms. Adrianna Escamilla

Others Present: Mr. Leo J. Welder, Jr.
Mr. Dane Bruun

Others Present: Mr. Lamont Taylor
Hillcrest Community
Capt. Mike Kershaw
Consultant
Mr. Roger TenNapel
Flint Hills Resources
Ms. Cathy Skurow
Mr. Randy Wright
Mr. John Greer
City of Portland
Ms. Darcy Schroeder
Valero
Mr. Kevin Gibson
Signet Maritime
Mr. Herman Rodrigues
City of Robstown
Mr. Ronald Berglund
Robstown Improvement District
Mr. Craig Rinusly
Wood
Mr. Wes Atwood
Mr. Joe Guzman
South Tx Military Facilities Task Force
Ms. JoAnn Ehmann
Ingleside on the Bay
Mr. Paul Jack
Estrada Hinojosa
Mr. Adela Garza
Capt. Jay Rivera
Aransas-Corpus Christi Pilots
Mr. Tom Moore
Consultant

Mr. Rob Tully
Mr. Paul Guilfoyle
Exxon Mobil
Mr. Xavier Valverde, Sr.
G&H Towing
Mr. William Goldston
ALEL
Mr. Mike Carrell
Frost Bank
Ms. Becky Gallagher
San Patricio EDC
Mr. Bob Paulison
Port Industries of CC
Mr. Jeff Pollak
CC Metropolitan Planning Org.
Ms. Doreen Harrell
KCS/PR
Ms. Christina Cisneros Guzman
CITGO
Mr. Rick Ott
San Patricio County
Mr. Matt Barr
Cheniere
Mr. Tony Alcoser
Rabalais I&E
Capt. Jason Smith
USCG

1. Meeting called to order.

2. Safety briefing presented.

3. Pledge of Allegiance recited.

4. Invocation given.

5. Conflict of Interest Affidavits: None were submitted.

6. Governing Boards and Committees of Outside Organizations: Chairman Zahn appointed Sam Esquivel as PCCA's representative on the Robstown Improvement Development Corporation.

7. Minutes.

7a. ***Action:*** On motion made by Mr. Valls and seconded by Ms. Canales, the Commission approved the minutes of the May 15, 2018 Commission meeting in the form presented to the meeting.

8. Public Comments: Chairman Zahn called for a moment of silence for Capt. Louis Adams. Mr. Lamont Taylor thanked the Commission and staff for their efforts in correcting a perceived problem with the Hillcrest/Washington-Coles Voluntary Relocation Project. Ms. Kathy Skurow and Randy Wright with the City of Portland, thanked the Port for their partnership.

9. Committee Reports:

9a. Audit Committee Report: The Chairman of the committee reported on the committee's activities since the last regular Commission meeting.

9b. Capital Finance Committee: The Chairman of the committee reported that on the committee's activities since the last regular Commission meeting.

9c. Long-Range Planning Committee: The Chairman of the committee reported on the committee's activities since the last regular Commission meeting.

9d. Office Building Committee: The Chairman of the committee reported on the committee's activities since the last regular Commission meeting.

9e. Security Committee: The Chairman of the committee reported on the committee's activities since the last regular Commission meeting.

10. Presentations:

10a. The Commission received an update from Gulf Coast Growth Ventures (GCGV).

10b. The Commission received an update on PCCA's legislative issues.

10c. The Commission received an update on local election from PCCA's Director of Government Affairs.

10d. The Commission received a presentation on 018 hurricane season preparedness from PCCA's Safety & Emergency Management Manager.

10e. Staff introduced 2018 summer interns.

11. Open Session Agenda:

11a. ***1st Quarter Financials:*** Staff recommended approval of PCCA's 1st Quarter Financials for 2018, in the form presented to the meeting.

Action: On motion made by Mr. Engel and seconded by Ms. Canales, the Commission approved Staff's recommendation.

11b. ***Resolution Approving a Master Resolution, First Supplemental Resolution, and Second Supplemental Resolution Authorizing the Issuance of Revenue Bonds and Other Matters Related Thereto:*** Staff recommended adoption, in the form presented to the meeting, of a Resolution Approving a Master Resolution Establishing and Authorizing the Port of Corpus Christi Authority of Nueces County, Texas Revenue Financing System, and a First Supplemental Resolution and a Second Supplemental Resolution Authorizing the Issuance of Revenue Bonds thereunder; and Authorizing Other Matters Relating Thereto.

Action: On motion made by Mr. Hoskins and seconded by Mr. Engel, the Commission adopted the following resolution ("Financing Resolution"):

RESOLUTION APPROVING A MASTER RESOLUTION ESTABLISHING AND AUTHORIZING THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS REVENUE FINANCING SYSTEM, AND A FIRST SUPPLEMENTAL RESOLUTION AND A SECOND SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF REVENUE BONDS THEREUNDER; AND AUTHORIZING OTHER MATTERS RELATING THERETO

WHEREAS, the Port of Corpus Christi Authority of Nueces County, Texas (the "Authority"), is a governmental agency and body politic and corporate, created and organized under and by virtue of the constitution and general laws of the State of Texas (the "State") and now operating under the provisions of Article XVI, Section 59 of the State constitution and under the laws of the State, particularly Chapters 60 and 62, Texas Water Code, with the power and authority to exercise all rights, privileges and functions essential to the accomplishment of the purposes for which it was organized; and

WHEREAS, the Port Commission (the "Port Commission") of the Authority has determined that it is in the best interests of the Authority to establish a financing system in order to issue senior lien and junior lien obligations from time to time, to create commercial paper programs and direct purchase note programs, and to enter into credit agreements and hedge agreements for authorized Authority purposes; and

WHEREAS, in connection with the establishment of such financing system there have been presented to the Port Commission the following resolutions:

1. MASTER RESOLUTION ESTABLISHING A REVENUE FINANCING SYSTEM; AUTHORIZING THE ISSUANCE OF PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS SENIOR LIEN OBLIGATIONS AND JUNIOR LIEN OBLIGATIONS; PROVIDING FOR CREDIT AGREEMENTS AND HEDGE AGREEMENTS; GRANTING SECURITY AND ESTABLISHING FUNDS AND ACCOUNTS FOR THE PAYMENT OF OBLIGATIONS; AND MAKING OTHER PROVISIONS REGARDING SUCH OBLIGATIONS AND MATTERS INCIDENT THERETO (the "Master Resolution"), a copy of which is attached hereto as Exhibit A;

2. FIRST SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS SENIOR LIEN REVENUE BONDS, SERIES 2018A; PRESCRIBING THE TERMS AND PROVISIONS THEREOF; APPROVING THE SALE OF THE BONDS AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; APPROVING THE PREPARATION AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AND RESOLVING OTHER MATTERS RELATED THERETO (the "First Supplemental Resolution"), a copy of which is attached hereto as Exhibit B; and

3. SECOND SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS SENIOR LIEN REVENUE BONDS, SERIES 2018B; PRESCRIBING THE TERMS AND PROVISIONS THEREOF; APPROVING THE SALE OF THE BONDS AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; APPROVING THE PREPARATION AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AND RESOLVING OTHER MATTERS RELATED THERETO (the "Second Supplemental Resolution"), a copy of which is attached hereto as Exhibit C;

WHEREAS, any Obligations (as defined in the Master Resolution) to be issued under the Master Resolution and any Supplemental Resolution are being authorized and issued pursuant to the Constitution and laws of the State, including particularly Article XVI, Section 59 of the Texas Constitution, Chapter 60, Texas Water Code, as amended, Chapter 62, Texas Water Code, as amended, Chapter 1207, Texas Government Code, as amended, and Chapter 1371, Texas Government Code, as amended (collectively, the "Act"); and

WHEREAS, pursuant to the Act and the Master Resolution, the Authority desires to adopt the First Supplemental Resolution and Second Supplemental Resolution to authorize the issuance of bonds (the "Bonds") for the purposes described therein;

NOW, THEREFORE, BE IT RESOLVED BY THE PORT COMMISSION OF THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS THAT:

Section 1. The findings and determinations contained in the recitals to this Resolution are hereby found and determined to be true and correct, and the findings, determinations and definitions contained in the recitals are incorporated herein for all purposes.

Section 2. The Port Commission hereby ratifies and approves the Master Resolution, First Supplemental Resolution and Second Supplemental Resolution (collectively, the "Resolutions") in substantially the forms attached hereto.

Section 3. The Chairman or Vice Chairman of the Port Commission is hereby authorized and directed, for and on behalf of the Authority, to approve the final forms of and execute the Resolutions (such approval to be conclusively evidenced by the execution and delivery thereof). The Chairman of the Port Commission and the Executive Director, Chief Executive Officer, Chief Financial Officer, and Financial Controller of the Authority are each hereby authorized and directed for and on behalf of the Authority, to approve, execute and deliver the agreements, documents and certificates authorized under the Resolutions (collectively, the "Transaction Documents") (such approval to be conclusively evidenced by the execution and delivery thereof). The Secretary of the Port Commission is hereby authorized and directed, for and on behalf of the Authority, to attest to the Resolutions and Transaction Documents, if required.

Section 4. The officers and agents of the Authority are hereby authorized to take all action necessary or desirable to effect the issuance of the Bonds and to carry out, give effect to, and consummate the transactions contemplated by this Resolution and the Transaction Documents, including without limitation the payment of rating agency fees, Texas Office of the Attorney General review fees and other fees and expenses associated with the preparation, approval and issuance of the Bonds.

Section 5. This Resolution shall take effect and be in full force and effect upon and after its passage.

[NOTE: Copies of the Master Resolution, the First Supplemental Resolution and the Second Supplemental Resolution attached to the Financing Resolution when it was presented to the Commission meeting on June 19, 2018, are in PCCA's Permanent Records with the minutes of this meeting.]

11c. ***Amendment to Consulting Services Contract with Tetra Tech, Inc.:*** Staff recommended approval, in the form presented to the meeting, of a First Amendment to the Consulting Services Contract with Tetra Tech, Inc. for FEMA Public Assistance Program Grant Management Services (GMS) in an amount not to exceed $250,000. The requested services will be used for the continued preparation and submission of PCCA's FEMA grant applications and the management of such grants for Hurricane Harvey related projects

Action: On motion made by Mr. Squires and seconded by Mr. Bowers, the Commission approved Staff's recommendation.

11d. ***Service Order No. 2 with HDR Engineering, Inc.:*** Staff recommended approval, in the form presented to the meeting, of Service Order No. 2 in an amount not to exceed $1,193,748 with HDR Engineering, Inc., under Master Services Agreement No. 18-04, to provide engineering services for Phase II – Final Design and contract document preparation for new Oil Dock 22.

Action: On motion made by Mr. Valls and seconded by Mr. Engel, the Commission approved Staff's recommendation. Mr. Squires voted against the motion, and Mr. Bowers was absent for this vote.

11e. ***Insurance Requirements in Consulting Services Contract with The Partnership:*** Staff is negotiating a Consulting Services Contract with The Partnership to provide multi-perspective feedback covering the Chief Executive Officer. The consultant has requested a waiver of the insurance requirements in the contract.

Action: On motion made by Mr. Engel and seconded by Mr. Valls, the Commission authorized Staff to waive the insurance requirements in The Partnership's consulting services contract. Ms. Canales voted against the motion.

11f. ***Net Deductive Change Order with W.T. Byler:*** Staff recommended approval, in the form presented to the meeting, of a net deductive Change Order with W.T. Byler in the amount of $16,318.68 for work associated with repairing poor rail subgrade areas, extending several cross drainage structures, and deleting the French drain system from the contract for the Nueces River Rail Yard – Phase II project associated with extending Track A.

Action: On motion made by Mr. Valls and seconded by Mr. Engel, the Commission approved Staff's recommendation.

11g. ***Increase Harbor Safety Fee (Tariff 100-A, Item 301):*** Staff recommended approval of the following increases in the Port's Harbor Safety Fee (Tariff 100-A, Item 301) effective as of July 1, 2018:

Ships and ocean-going barges – from $1,153 to $1,446
Barges -- from $132 to $166.

Action: On motion made by Mr. Bowers and seconded by Mr. Squires, the Commission approved Staff's recommendation.

11h. ***Add Dockman Fee to Bulk Terminal Tariff 1-A, Item 200 E:*** Staff recommended adding the following Dockman Fee to Tariff 1-A, Item 200 E (WHARFAGE CHARGES AND FEES AT BULK TERMINAL 3):

Dockman Fee: $46.50 per hour, if vessel is at Bulk Dock 3 earlier than three (3) hours prior to start of unloading operation and if vessel remains at Bulk Dock 3 after three (3) hours following completion of unloading operation.

Action: On motion made by Mr. Bowers and seconded by Mr. Squires, the Commission approved Staff's recommendation. Mr. Valls abstained from voting on this motion.

12. Consent Agenda: Individual Commissioners requested that Consent Agenda Items 12b, 12h and 12k be considered separately. Then Ms. Canales moved the approval of the remaining Consent Agenda Items by one vote (the "Consent Agenda Motion"), in accordance with the respective staff recommendations and agreements furnished to the Commission at the meeting. Mr. Valls seconded the motion and the motion passed without objection.

12a. By approval of the Consent Agenda Motion, the Commission authorized the purchase of ten (10) in-car audio video recording systems from WatchGuard Video, Allen, Texas in the amount of $58,950 through the FEMA Port Security Grant Program.

12b. Staff recommended approval of an Emergency Vehicle Access Road Easement with Maverick Terminals Corpus, LLC for a 16 foot wide non-exclusive emergency water access road from Maverick Terminals 41 acre facility to the Chemical Turning Basin, Nueces County, Texas. After discussion, on a separate motion made by Mr. Valls and seconded by Mr. Engel, the Commission approved Staff's recommendation.

12c. By approval of the Consent Agenda Motion, the Commission approved a Leased Property Access Agreement by and between Best Bet Line Handlers, Inc., NuStar Logistics, L.P. and The Port of Corpus Christi Authority granting NuStar a non-exclusive easement to Best Bet's leased premises located north of the Corpus Christi Turning Basin, Nueces County, Texas.

12d. By approval of the Consent Agenda Motion, the Commission approved a Third Amendment of Lease Agreement with Gulf Compress, a Texas cooperative to change the termination date pertaining to Corpus Christi Liquefaction, LLC's 25.47 acre laydown site located in San Patricio County, Texas.

12e. By approval of the Consent Agenda Motion, the Commission approved a Second Amendment of Lease Agreement with Corpus Christi Liquefaction, LLC to extend the term of the 25.47 acre Laydown Construction Lease located at La Quinta Terminal to December 31, 2024.

12f. By approval of the Consent Agenda Motion, the Commission authorized the issuance of a purchase order to SHI Government Solutions in the total amount of $130,749.09 through Texas DIR-TSO-4092 for a three-year renewal of the Microsoft Enterprise Agreement for Office 365 email, office applications and server licensing.

12g. By approval of the Consent Agenda Motion, the Commission approved Service Order No. 2 in the amount of $199,435 with CH2M Hill Engineers, Inc., under Master Services Agreement No. 18-08, for design phase engineering services associated with raising levees at Good Hope Dredge Material Placement Area.

12h. Staff recommended approval of a Professional Engineering Services Contract with Wood Environment & Infrastructure Solutions, Inc. for an amount of $103,400 for engineering and consulting services related to environmental permitting. After discussion, on a separate motion made by Mr. Valls and seconded by Ms. Canales, the Commission approved Staff's recommendation.

12i. By approval of the Consent Agenda Motion, the Commission approved Service Order No. 9 in the amount of $10,660 with Platinum Environmental Solutions, LLC, under Professional Services Master Agreement No. 10-16, for environmental consulting services for Tule Lake associated with the ongoing site investigation

12j. By approval of the Consent Agenda Motion, the Commission rejected the bids received on June 1, 2018 for the Stockpile Management Project.

12k. Staff recommended an increase in contingency in the amount of $20,000 and the approval of a Change Order with Haas-Anderson Construction Ltd. in the amount of $48,332.99 for the Rincon West Storage Area Development Project associated with providing 72,600 squire yards of prime coat on the storage yard. After discussion, on a separate motion made by Mr. Valls and seconded by Mr. Bowers, the Commission approved Staff's recommendation.

12l. By approval of the Consent Agenda Motion, the Commission approved Service Order No. 9 in the amount of $8,200 with Tricord Consulting, LLC, under Professional Services Master Agreement No. 07-16, for additional environmental consulting services related to the Permit by Rule Registration for Bulk Dock 3.

12m. By approval of the Consent Agenda Motion, the Commission approved an Easement and Right-of-Way Agreement with AEP Texas, Inc. for electrical services to serve the Port of Corpus Christi Authority's fire water pressurization upgrades to Oil Dock 1, 2, and 15.

12n. By approval of the Consent Agenda Motion, the Commission authorized the Chief Executive Officer to execute interim demolition contracts with up to five demolition companies for the Hillcrest/Washington-Coles Voluntary Real Estate Acquisition and Relocation Assistance Program, with each contract being in an amount not to exceed $100,000.

13. Executive Director Report, Chief Executive Officer Report, and Commissioners' Comments:

13a. The Executive Director and Chief Executive Officer submitted their reports on upcoming community events, PCCA events and activities of the following PCCA departments during the preceding month – Safety, Community Relations, Communications, Government Affairs, Business Development, Foreign Trade Zone, Ortiz Center, Human Resources, Security, Operations, Engineering Services, Finance, Real Estate, and Environmental.

13b. Mr. Zahn then asked for comments from the Commissioners.

14. Recess Open Session and Convene Executive Session: At 10:42 a.m., Mr. Zahn announced the Commission would go into executive session pursuant to §551.071, and §551.072 of the Texas Government Code to deliberate agenda items 14a, 14b, and 14c, which were described in the agenda of the meeting as follows:

14a. The Port Commission will go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice from its counsel in connection with *PCCA v. The Port of Corpus Christi LP*.

14b. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate purchasing land in San Patricio County.

14c. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate purchasing land in Nueces County.

15. Reconvene and Adjourn: The Chairman reconvened the meeting in open session at 11:50 a.m. Then on motion duly made and seconded, the meeting was adjourned at 11:51 a.m.

Corpus Christi Ship Channel Improvement Project

Possible Paths Forward to Realize a Deeper Navigation Channel for Increased Economic Development

n by –
tingham
President
ssociates

Current Status of the Project ("CIP")

Authorization: WRDA 2007, reauthorized in WRRDA 2014

Last Project Update: Level 3 Economic Analysis (Limited Reevaluation Report) completed December 2015

Benefit/Cost Ratio: 2.65 to 1 at 7%

Main Focus:

- Funding, Funding, Funding
- Energize the project "champions" and turn the volume up on the decision makers, but be calculated in our tasks and requests

Do Not Focus On:

- Things we cannot control such as what other projects and/or their associated supporters are doing
- Tasks that will not deliver substantive results

Annual USACE Work Plan Funding

Since FY2011, Congress has annually provided the USACE with discretionary funding for allocation to navigation construction projects, whether or not they have been included in the President's Budget.

Historically, those discretionary funds are highly-competitive and allocated among the highest-performing or most in need of repair navigation projects along our nation's inland waterways and coast.

While the CIP received nearly $23 million in the FY2018 Work Plan, and it should be noted that it was the most any coastal port project has ever received in their 1st year of inclusion in a Work Plan, including Savannah ($19.5M), Boston ($18.2), Charleston ($17.5M), Jacksonville ($17.5M), Delaware ($16.9M), and NY/NJ ($16M).

The Work Plan is one of two funding buckets the CIP can receive funding, but expectations must be realistic when requesting those funds. Historically, the largest single allocation for a coastal port in any of the previous 8 Work Plans has been $62.5 million for the Delaware River in FY2015.

Y2020 President's Budget and Beyond

The President's Budget is the second of those two funding buckets where the CIP may receive funding, the Work Plan being the other one.

As you know, the CIP is eligible for inclusion in the President's Budget due to the project exceeding OMB's Circular-94 requirement of a 2.5 to 1 BCR at 7%.

Based on conversations with staff from OMB, the budget number for any given project is reflective of what can be accomplished/constructed in the fiscal year and subject to a financial capability expressed by the Galveston District.

It's imperative for the Port to work extremely close with the Galveston District, and subsequently the Southwestern Division, on contract funding numbers and schedules to ensure the Port's annual budget request aligns with what can and should be accomplished in a given fiscal year.

Public-Private Partnership (P3)

The goal and trend of this Administration is to achieve greater financial equity among stakeholders for infrastructure projects.

OMB and USACE are actively pursuing P3 projects utilizing various policy mechanisms, which are still in the developmental or draft phase, that would allow for principled investments in qualifying projects.

The key for having an attractive P3 project is to significantly reduce the Federal investment, combined with a decreased reliance on future Federal obligations.

- The lesser the Federal investment, the more attractive the P3 project, the more likelihood of increased or accelerated Federal funds.

The CIP is one of the more, if not the most, attractive P3 projects being considered right now, but it cannot and will not happen without the Port aggressively pursuing a mechanism to reduce the Federal investment.

Realizing the CIP by 2021

Under the current annual funding levels, $23M in the FY18 Work Plan and $13M the FY19 President's Budget, how can we complete construction on a $337+ million dollar project by 2021?

- In my opinion, you have to reduce the Federal investment by contributing additional dollars to the Corps using innovative funding mechanisms. Front loading this capital should accelerate the project schedule and ease the need for high annual Federal funding.

In addition to increased non-Federal funding contributions, how can the Port accelerate the project delivery schedule?

- In my opinion, it's making sure the details of this project – from contract funding numbers and schedules to project dimensions and stations – are accurate on all accounts AND any opportunities for the Port to assume work-in-kind elements should be taken.

What is the most effective way to engage Congressional leaders and Agency decision makers to ensure the everyone is "singing from the same sheet of music"?

- In my opinion, requests such as letters, calls, and/or meetings should be deliberate and effective. We risk diluting our message with multiple requests and meetings.

WRDA 2018 Provisions

A summary of the provisions in the House WRDA bill that are beneficial to the Port or were excluded has been included separately with this slide.

As you know, the House has passed their bill and is currently awaiting the Senate to pass their version of the bill before going to reconciliation (aka Conference).

Once the Senate passes their version of the bill, both chambers will appoint conferees, which are typically members of the committees of jurisdiction (Senate Committee on Environment and Public Works and the House Committee on Transportation and Infrastructure).

The time it takes to conference a bill varies depending on the complexity and differences between each respective chamber's bill, as well as the personalities sitting at the table.

Once a bill has been conferenced/reconciled, it will go to the House for final passage, then the Senate, and assuming passage in both chambers, it will go to the President's desk for signature.

In my opinion, I don't expect a final reconciled WRDA bill before the November midterm elections.

Questions and/or Concerns?

CASSIDY&ASSOCIATES

TO: **Port of Corpus Christi**
FROM: **Cassidy & Associates / cbrittingham@cassidy.com**
RE: **Passage of House version of WRDA**
DATE: **June 7, 2018**

Provisions Beneficial to PCCA in the Committee-passed Bill, including Amendments

Section 116. Structures and Facilities Constructed by the Secretary – The provision modifies the USACE Section 408 policy to exclude real estate owned or under easement by the USACE from Section 408 requirements IF the USACE determines there is no effect to the function and usefulness of the project.

- Benefit arises if the Port wants to develop on or modify property owned or under easement by the USACE.

Section 120. Non-Federal Implementation Pilot Program – The provision simply adds additional projects limits to the program and extends Section 1043 of WRRDA 2014 an additional 5 years.

- Extending the program is beneficial under the assumption that USACE implements the program. The Administration highly favors using Section 1043 for authorized civil works projects where non-Federal sponsors want to assume project management and construction.

Section 122. Construction of Water Resources Projects by Non-Federal Interests – The provision excludes a non-Federal interest from having to obtain any Federal permits or approvals not required if the USACE carried out the project, except in the event of significant changing conditions since the latest project recommendation (2015 LRR). The provision also authorizes the USACE to provide technical assistance at the request of the non-Federal interest.

- This was language PCCA drafted for inclusion in WRDA. If the Port wanted to proceed with constructing the channel improvement project using their own funds, the intent of this provision would be to exclude the Port from having to obtain a Section 404 permit and delay

Section 137. Access to Real Estate Data – The provision requires the Corps to make publicly available all real property interests held by the USACE, including plat and geospatial information.

- Minor transparency benefit with public availability.

Section 145. Dredge Pilot Program – The provision authorizes the USACE to carry out a pilot program to award contracts up to five years for operations and maintenance of one or more coastal harbors in a geographical region, IF the USACE determines there is a cost-savings in the awarding of such work.

- Benefit would arise from adding "construction" as an eligibility in the event of a Conference between the two chambers.

Section ___. Property Acquisition – The provision requires the USACE obtain the minimum interest in real property necessary when requiring or acquiring land to support a project. When determining that interest, the USACE shall first consider a temporary easement estate or other interest designed to reduce the overall cost, reduce the time, and minimize conflict with property owners related to such action or project.

- While written to address an issue in Louisiana, this provision could have a major positive impact on real property interests and easements held by the USACE along the Corpus Christi Ship Channel, assuming the requirement of land looks at retrospective acquisition rather then just prospectively.

Provisions for PCCA that Were Excluded from Bill Consideration

Legislation that would release specific easements held by the USACE along the ship channel or a requirement to conduct a full realignment of the easements to be within the technical limits of the project.

- Both the House T&I Committee and Corps HQ have several requests for technical assistance to draft the aforementioned legislation. Conveyances, given their high specificity, usually take a while to draft because details of the property being sought start with the District. Additional follow-up messages have been sent to Corps HQ for a status update. The plan of attach is for Cornyn to submit the legislation as an amendment to the Senate version when they address their bill on the floor.

- Another option would to be to push for modifications to the above "Property Acquisition" language that would allow for release or realignment of easements currently held by the USACE with respect to ongoing projects that have received Federal funding.

RESOLUTION HONORING THE ILLUSTRIOUS CAREER AND MEMORY OF CAPTAIN ROBERT LOUIS ADAMS, ARANSAS-CORPUS CHRISTI PILOT

WHEREAS, the Aransas-Corpus Christi Pilots and fellow mariners were deeply saddened to learn of the passing of Captain Robert Louis Adams; and

WHEREAS, Captain Adams was a second-generation Mariner and Texas State Pilot with more than 45 years of service in the maritime industry; and

WHEREAS, Captain Adams assisted with the response and clean-up following the 1989 oil spill in Valdez, Alaska; and

WHEREAS, he subsequently was accepted into the prestigious Aransas-Corpus Christi Deputy Program; and

WHEREAS, the third most senior Aransas-Corpus Christi Pilot, he diligently worked his way up from Journeyman to Master Mariner; and

WHEREAS, in his community involvement, he was one of the founders of the Aransas Pass Yacht Club; and

WHEREAS, his fellow pilots described him, with respect and admiration, as "the consummate professional," and elected him to two terms as the Presiding Officer of the Aransas-Corpus Christi Pilots; and

WHEREAS, Houston Texas fan, Captain Adams was the quintessential family man, loved his grandchildren dearly and, each year, took his family to DisneyWorld; and

WHEREAS, he widely was known for his compassion and heart, Captain Adams once nurtured a dream of becoming a veterinarian, as he was loved by all creatures, including his beloved Yorkshire Terrier, Susie; and

WHEREAS, Captain Adams led by example and leaves behind a legacy of integrity, professionalism, solidarity and fellowship; and

NOW, THEREFORE, BE IT RESOLVED BY THE PORT COMMISSION OF THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, THAT: We honor Captain Adams today and celebrate his decorated career, marked by character, alacrity and stalwart commitment to excellence.

BE IT FURTHER RESOLVED, the Port Commission of the Port of Corpus Christi Authority, for itself and on behalf of the Port staff and the Port community shares its sincerest condolences for the family of Captain Robert Louis Adams.

BE IT FURTHER RESOLVED, we express our deepest gratitude and veneration for the decades of commendable service that Captain Adams selflessly gave to the Aransas-Corpus Christi Pilots, the citizens of the Coastal Bend, and to the maritime industry; and

BE IT FURTHER RESOLVED this resolution be included in the permanent minutes of this Port Commission meeting, July 17th, 2018, and that a signed original of this Resolution be presented to his beloved wife of 45 years, Karen Elaine Womack Adams, and their son, Robert Andrew Adams, and daughter, Elizabeth Adams Spivey.

May God Bless and Keep You on Your Journey,

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

Mr. Charles Zahn, Jr. – Chair

Mr. Wayne Squires – Vice Chair

Ms. Barbara Canales – Secretary

Mr. David P. Engel – Member

Mr. Richard Valls, Jr. – Member

Mr. Richard Bowers – Member

Mr. Wes Hoskins – Member

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: David L. Krams, P.E.
Director of Engineering Services
Krams@pocca.com
(361) 885-6134

ANTICIPATED STAFF PRESENTER: Daniel J. Koesema, P.E.
Chief of Channel Development

Approve a Master Services Agreement and Service Order No. 1 in the Amount of $400,000 with Moffatt & Nichol, for Engineering Services Associated with Program and Project Management of the Corpus Christi Ship Channel Improvement Project.

SUMMARY: Staff requests approval of the attached Master Services Agreement with Moffatt & Nichol and approval of Service Order No. 1 in an amount not to exceed $400,000 for engineering services associated with Program and Project Management of the Corpus Christi Ship Channel Improvement Project.

BACKGROUND: On September 9, 2017, the U.S. Army Corps of Engineers (USACE) and the Port of Corpus Christi Authority (PCCA) entered into a Project Partnership Agreement to deepen and widen the Corpus Christi Ship Channel from the Gulf of Mexico to the Viola Turning Basin and construct barge shelves across Corpus Christi Bay. The USACE will soon commence physical construction of the channel reach from the Gulf of Mexico to Harbor Island and have begun design activities for the reaches across the Lower and Upper Bays. The PCCA's goal is to complete construction of the entire Channel Improvement Project by the end of 2021. In order to support PCCA staff in working with the USACE to accomplish this goal, staff negotiated the attached Master Services Agreement and Service Order No. 1 with Moffatt & Nichol to provide Program and Project Management services.

Under this Service Order, Moffatt & Nichol (M&N) will provide the PCCA with M&N staff fully dedicated to ensure that the USACE and the CIP moves forward on an expedited schedule. The services will include: conducting regular visits to the USACE District Office to monitor and ensure progress of design and contracting activities; identifying schedule risks and opportunities to mitigate delays; identifying opportunities to reduce length of project schedules; reviewing plans, specifications, bid documents; reviewing construction cost estimates; and assisting in the administrative functions of the Channel Improvement Project.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: The project conforms to the PCCA's Strategic Plan (Strategic Goal #2 – Provide Facilities and Services to Meet Customer Needs).

EMERGENCY: No.

FINANCIAL IMPACT: The 2018 Engineering budget included $40,000,000 for design and construction associated with the Channel Improvement Project.

STAFF RECOMMENDATION: Staff recommends approval of the attached Master Services Agreement with Moffatt & Nichol and approval of Service Order No. 1 in an amount not to exceed $400,000 for engineering services associated with Program and Project Management of the Corpus Christi Ship Channel Improvement Project.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Dan Koesema
Legal	PCCA's Standard Master Services Agreement & Service Order
Senior Staff	John LaRue
	Sean Strawbridge
	Dennis DeVries

LIST OF SUPPORTING DOCUMENTS:

Master Services Agreement
Service Order No. 1

MASTER SERVICES AGREEMENT
BETWEEN THE
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS,
AND
MOFFATT & NICHOL
FOR
PROFESSIONAL ENGINEERING SERVICES
ON A
SERVICE ORDER BASIS

PORTCORPUSCHRISTI

MASTER SERVICES AGREEMENT NO. 18-13

EFFECTIVE DATE JULY 17, 2018

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PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 18-13
FOR PROFESSIONAL ENGINEERING SERVICES

THIS MASTER SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ("**Agreement**") is made effective as of the 17th day of July 2018 ("**Effective Date**") between the Port of Corpus Christi Authority of Nueces County, Texas, ("**PCCA**") and Moffatt & Nichol ("**Engineer**"), each a "**Party**" and collectively the "**Parties**".

RECITALS

(a) From time to time PCCA may request that the Engineer provide professional services for Specific Projects. Each engagement will be documented by a Service Order.

(b) This Agreement sets forth the general terms and conditions which shall apply to all Service Orders duly executed under this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

Section 1.01 Certain Definitions

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below shall have the meanings set forth in this Section, which are applicable to both the singular and plural thereof:

1. *Addenda*. Written or graphic instruments issued prior to the opening of Bids that clarify, correct, or change the Bid Documents or the proposed Construction Contract Documents.

2. *Agreement.* This "Master Services Agreement between PCCA and Engineer for Professional Engineering Services," including all Attachments and Exhibits attached hereto.

3. *Bid*. The offer or proposal of the bidder submitted on the PCCA-prescribed form setting forth the prices and schedule for the Work to be performed.

4. *Bid Documents*. The notice or invitation to submit bids or proposals for construction of a Specific Project, including the instructions to bidders, the Bid form and attachments, the bid bond, if any, the Construction Contract Documents, and all Addenda, if any.

5. *Business Day*. means any day other than Saturday or Sunday or any other day on which banks in Texas are permitted or required to be closed.

6. *Change Order*. A document which is signed by a Contractor and PCCA and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*. A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Ceiling Price*. The maximum amount PCCA will pay for the Work or phases of Work described in a Service Order.

9. *Commencement Date of a Service Order*. The date indicated in a Service Order on which the Service Order becomes effective; but if no such date is indicated, it means the date on which this Service Order is signed and delivered by the last of the two Parties to sign and deliver.

10. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

11. *Construction Contract*. The entire and integrated written contract between PCCA and Contractor concerning the Work.

12. *Construction Contract Documents*. The documents described in the Construction Contract as the "Contract Documents."

13. *Construction Contract Price*—The money that PCCA has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

14. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.

15. *Construction Cost.* The cost to PCCA of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Service Order, including construction labor, services, materials, testing, equipment, insurance, and bonding costs, and allowances for contingencies. The Construction Cost does not include costs of Services of Engineer or other design professionals and Consultants; costs of land, rights-of-way, or compensation for damages to properties; or PCCA's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with a Specific Project; or the cost of services to be provided to PCCA by others. Construction Cost is one of the items comprising Total Project Costs.

16. *Constructor.* Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, PCCA's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.

17. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

18. *Contractor*. The individual or entity with which PCCA enters into a Construction Contract.

19. *Correction Period.* The time after Substantial Completion during which Contractor must correct, at no cost to PCCA, any Defective Work; normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Construction Contract Documents.

20. *Day*. For purposes of this Agreement and associated Service Orders, the term "day" means a calendar day of 24 hours.

21. *Defective Work.* Any part of the Work the Engineer or the RPR believes is defective under the terms and standards set forth in the Construction Contract Documents.

22. *Documents*. Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, generated, provided or furnished in appropriate phases by Engineer to PCCA pursuant to this Agreement and any attached Service Orders.

23. *Drawings*. That part of the Construction Contract Documents prepared or approved by Engineer that graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop drawings are not Drawings as so defined.

24. *Effective Date*. The date indicated in this Agreement on which it becomes effective; but if no such date is indicated, it means the date on which this Agreement is signed and delivered by the last of the two Parties to sign and deliver it.

25. *Engineer*. The individual or entity named as such in this Agreement.

26. *Engineer's Contract Representative*. The Engineer's Contract Representative is the person appointed to represent the Engineer's interests in this Agreement as more particularly described in Section 8.01(B).

27. *Field Order*. A written order issued by Engineer which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

28. *Final Acceptance*. That point in a Specific Project wherein PCCA considers the Project complete and PCCA issues a Certificate of Final Acceptance.

29. *General Conditions*. That part of the Construction Contract Documents that sets forth the terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to a Specific Project.

30. *Hourly Rates Service Order*. A Service Order under which PCCA agrees to pay Engineer based on the amount of time spent by the Engineer's employees in performing the Work described in the Service Order and for the Reimbursable Expenses incurred by Engineer in performing the services, but limited to the Ceiling Price specified in the Service Order.

31. *Laws and Regulations; Laws or Regulations*. Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

32. *Lump Sum Service Order*. A Service Order under which PCCA agrees to pay Engineer a specified agreed amount for the services described in the Service Order regardless of the number hours it takes to complete the work.

33. *Named Reimbursable Expenses*. Only the Reimbursable Expenses expressly listed, if any, in a Lump Sum Service Order.

34. *PCCA's Contract Representative*. PCCA's Contract Representative is the person appointed to represent PCCA's interests in this Agreement as more particularly described in Section 8.01(A).

35. *PCCA Parties.* PCCA and its agents, servants, representatives, employees, officers, directors, and Port Commissioners.

36. *Proposal*. Document representing technical qualifications, approach to specific work, and costs associated with construction of a Specific Project or project specific services.

37. *Record Drawings*. Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction and to depict the final state of work.

38. *Reimbursable Expenses*. The expenses incurred directly by Engineer in connection with performing or furnishing Services for a Specific Project for which PCCA will pay Engineer as indicated in the Service Order and **Exhibit C**.

39. *Resident Project Representative.* The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "**RPR**" includes any assistants or field staff of the RPR.

40. *Samples*. Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

41. *Scope of Services.* The scope of the professional engineering services to be provided by Engineer for any Specific Project as outlined in the Service Order for that Project.

42. *Services*. The professional engineering services to be provided by Engineer under any Service Order.

43. *Service Order*. A document in the form of **Attachment One** executed by PCCA and Engineer pursuant to this Agreement, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services, deliverables, and other relevant information for a Specific Project.

44. *Shop Drawings*. All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to PCCA or Engineer to illustrate some portion of the Work.

Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

45. *Site*. Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by PCCA upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by PCCA which are designated for use of a Contractor for the construction of a Specific Project.

46. *Specific Project*. The total specific undertaking to be accomplished for PCCA by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Service Order are a part.

47. *Specifications*. That part of the Construction Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

48. *Standard Hourly Rates*. The Standard Hourly Rates listed in Engineer's Standard Hourly Rates Schedule attached hereto as **Exhibit B**.

49. *Subcontractor*. An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.

50. *Substantial Completion*. The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of PCCA or Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

51. *Special Conditions*. That part of the Construction Contract Documents which amends or supplements the General Conditions.

52. *Term* or *Term of this Agreement.* The Term of this Agreement is the period from the Effective Date until the date on which this Agreement expires or is terminated in accordance with the provisions of this Agreement.

53. *Total Project Costs*. The total cost of planning, permitting, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or PCCA's costs

for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to PCCA.

54. *Work.* The entire construction or the various separately identifiable parts thereof required to be provided by Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, equipment, materials, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.

55. *Work Change Directive.* A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by PCCA and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Capitalized terms in this Agreement which are not defined in Section 1.01 are defined in the text of this Agreement the first time they occur.

Section 1.02 Terminology and Interpretation

A. The terms defined in Section 1.01 or in the text of this Agreement shall apply throughout this Agreement. All references in this Agreement to "Section" or "Article" shall refer to a section or article of this Agreement, unless otherwise expressly stated. All references in this Agreement to "Paragraph" shall refer to a paragraph of a Service Order or a paragraph of an Exhibit to this Agreement, unless otherwise expressly stated. All references to "Exhibits" shall mean the exhibits attached to this Agreement. All such Exhibits and any other attachments to this Agreement are incorporated in this Agreement by this reference. All references to herein, hereof, hereto, hereunder or similar terms shall be deemed to refer to this Agreement in its entirety. As used in this Agreement, the term "including" shall mean "including but not limited to." The headings of Articles and Sections in this Agreement and the headings of Paragraphs in the Service Order and the Exhibits to this Agreement shall be for convenience only and shall not affect the interpretation hereof.

B Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. Reference to any agreement means such agreement as amended or modified and in effect from time to time in accordance with the terms thereof.

C. Unless otherwise indicated, for purposes of this Agreement, a period of days shall be deemed to begin on the first day after the event that began the period and to end at 5:00 p.m. on the last day of the period. If, however, the last day of the period does not fall on a Business Day, the period shall be deemed to end at 5:00 p.m. on the next Business Day. All references to time herein are to time in Corpus Christi, Texas.

ARTICLE 2
SERVICES OF ENGINEER AND REPORTS

Section 2.01 Scope of Services

A. Engineer's Services will be detailed in a duly executed Service Order for each Specific Project. The general format of a Service Order is shown in **Attachment One** to this Agreement. This Agreement shall be referred to in any Service Order issued pursuant hereto as "Master Services Agreement No. 18-13." Each Service Order will indicate the specific services to be performed, deliverables to be provided, schedule and specific compensation terms.

B. Engineer shall not be obligated to perform work under a prospective Service Order unless and until PCCA and Engineer agree as to the particulars of the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters and the specific Service Order is executed by both parties.

Section 2.02 Service Order Procedure

A. PCCA and Engineer shall agree on the scope, time for performance, and method of compensation for each Service Order. With respect to the scope of Engineer's services, each specific Service Order shall either (1) be accompanied by and incorporate a customized **Exhibit A**, "Engineer's Services for Service Order," prepared for the Specific Project, (2) state the scope of services in the Service Order document itself, or (3) incorporate by reference all or portions of **Exhibit A**, "Engineer's Services for Service Order," as attached to this Agreement. Each duly executed Service Order shall be subject to the terms and conditions of this Master Services Agreement, unless specifically modified within the Service Order.

B. Engineer shall provide, or cause to be provided, the services set forth in the fully executed Service Order.

Section 2.03 Times for Rendering Services

A. Engineer is not authorized to begin work or to incur costs under a Service Order until the time set forth in the Service Order.

B. The Commencement Date of each Service Order and the times for completing services or providing deliverables will be stated in each Service Order. Engineer is authorized to begin rendering services under a Service Order as of the Commencement Date of the Service Order unless otherwise specified in the Service Order.

C. Unless specific periods of time or specific dates for providing Services are specified in a Service Order, Engineer's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of the Services.

D. If PCCA has requested changes in the scope, extent, or character of the Specific Project, the time of performance and completion of Engineer's Services may be adjusted equitably as agreed by the Parties.

E. If, through no fault of Engineer, the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for performance and completion of Engineer's services shall be adjusted equitably.

Section 2.04 PCCA Project Manual

In addition to the terms and conditions set forth herein and in associated Service Orders, the Engineer will perform Services in accordance with the latest version of the PCCA Project Manual issued prior to the date of the Service Order.

Section 2.05 No Guaranteed Amount of Services

Services pursuant to this Agreement will be required on an irregular and as needed basis during the Term of this Agreement, and PCCA has not made nor does it make any representation of any kind or guarantee regarding the amount of services PCCA will require from Engineer under this Agreement.

Section 2.06 Progress Reports

A. Unless otherwise provided in a Service Order, Engineer will provide PCCA with a monthly progress report ("***Monthly Progress Report***") on the services being performed or furnished by Engineer under each Service Order. At a minimum, the report shall cover the following items:

1. The percentage of Work performed during the previous month.
2. The total percentage of the Specific Project completed.
3. Significant findings, problems, delays, inclusions, events, trends, etc. of the reporting period which result from or affect the performance of the Construction Contract.
4. Specific actions required of PCCA, to assist in the resolution of a problem or to affect the timely progression of the Work
5. The percentage of the Service Order budget expended during the reporting period and total expended to-date.
6. A statement that Services are on schedule, or an explanation of variance and proposed corrective actions.

B. The Monthly Progress Report for each Specific Project shall be delivered to the PCCA Project Manager within ten working days following the end of the month being reported.

ARTICLE 3
CHANGES TO SERVICE ORDERS AND PERSONNEL

Section 3.01 Changes to Service Orders Requested by PCCA

PCCA may change the Scope of Services set forth in a Service Order, by sending written notice to Engineer. Should Engineer believe that such changes require an equitable adjustment in Engineer's agreed compensation and/or schedule for the Services or other terms of the Services, Engineer shall notify PCCA in writing of its request for such adjustments no later than fourteen (14) calendar days following its receipt of such requested changes from PCCA. Except as otherwise instructed in writing by PCCA, Engineer shall not commence the changed Services until PCCA and Engineer have mutually accepted Engineer's timely requested adjustments, if any, to its compensation or schedule for its Services or other terms of the Services and a written amendment to Service Order is executed by the Parties.

Section 3.02 Changes to Service Orders Requested by Engineer

Should an event or condition occur after the initiation of a Service Order, that in the opinion of the Engineer, will result in a change in scope, schedule and/or budget, the Engineer will provide timely written notice to PCCA stating: the nature of the event or condition; detailing the impact on scope, schedule and/or, budget; and providing the Engineer's recommendation or request for modification of the affected Service Order. Such notice will be provided upon recognition of the event or condition and prior to the completion of the services stated in the Service Order. PCCA will not consider a request for an increase in the Ceiling Price of a Service Order that is submitted after completion of the services stated in the Service Order, if PCCA determines, in its sole discretion, that the event or condition cited as the cause for the increase in the Ceiling Price was, or could reasonably have been, known in time to submit a change request prior to completion of the services stated in the Service Order. PCCA will review the Engineer's recommendation or request and provide a written response agreeing with the requested recommendation or request or not accepting said recommendation or request. Any changes or modification to the scope, schedule and/or budget will be detailed in a written modification to the Service Order. No changes to the Services shall be made by Engineer except with PCCA's prior written agreement.

Section 3.03 Replacement of Personnel

PCCA, in its sole discretion, shall have the right to demand that Engineer replace any personnel providing Services to PCCA under the terms of a Service Order. Upon receipt of PCCA's demand, Engineer will immediately replace the specified personnel with personnel substantially equal in ability and qualifications. The criteria for demanding replacement of an individual will be based on, but not limited to, the following: technical incompetence, inability to meet the position qualifications, failure to perform an assignment, poor attendance, ethics violation, unsafe work habits, damage to PCCA property, or reasonable PCCA dissatisfaction.

ARTICLE 4
PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Section 4.01 Methods of Compensation

A. The method of compensation for Services (including, if applicable, the method of compensation for individual phases of Services) shall be identified in each specific Service Order. PCCA shall pay Engineer for Services in accordance with the applicable method of compensation.

B. The method of compensation for services under a Service Order will be specified in that Service Order. The possible methods of compensation are as follows:

1. Lump Sum plus Named Reimbursable Expenses, if any;
2. Standard Hourly Rates plus Reimbursable Expenses with a Ceiling Price.

Section 4.02 Explanation of Compensation Methods

A. Lump Sum plus Named Reimbursable Expenses

1. PCCA shall pay Engineer a Lump Sum amount for the specified services or category of services stated in a Service Order regardless of the amount of time it takes to complete the services.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges. In other words, Engineer will only be reimbursed for the Named Reimbursable Expenses (see Section 4.02(A)(3)).
3. In addition to the Lump Sum, Engineer shall also be entitled to reimbursement from PCCA for the Named Reimbursable Expenses explicitly listed in the Service Order, if any, that are reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services (see **Exhibit C** for rates or charges for these specific expenses).
4. Progress payments may be allowed in a Lump Sum Service Order. If so, the portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period, subject to acceptance and approval of PCCA.

B. Standard Hourly Rates plus Reimbursable Expenses with a Ceiling Price

1. For the specified services or category of services, the PCCA shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times the Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement

from PCCA for the Reimbursable Expenses identified in **Exhibit C**, as the same may be modified in the individual Service Order. But the total amount payable to Engineer for the services rendered under the Service Order plus the Reimbursable Expenses shall not exceed the Ceiling Price stated in the Service Order.

2. The Ceiling Price will be stated in the Service Order. It may be called the Ceiling Price or the "Not-to-Exceed Amount."

3. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

4. Each Standard Hourly Rates Schedule attached hereto as **Exhibit B** shall remain in effect until changed in accordance with Section 4.03.

5. The Reimbursable Expenses Schedule attached hereto as **Exhibit C** shall remain in effect for the Term of this Agreement.

6. The total estimated compensation for the specified category of services shall be stated in the Service Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and Reimbursable Expenses (including Consultants' charges, if any).

7. The amounts billed by Engineer will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses (including Consultant's charges, if any), but PCCA shall not be required to pay more than the Ceiling Price stated in the applicable Service Order without a duly executed amendment to the Service Order.

8. For Service Orders that included definable deliverables to be provided to the PCCA, Engineer will continue to prosecute work necessary to provide those deliverables even when the Ceiling Price has been reached, at no additional cost to PCCA unless the parties agree in writing to modify the Ceiling Price.

9. Where no definable deliverable exists, the Engineer's services will terminate when the Ceiling Price is reached.

Section 4.03 Standard Hourly Rates for Service Orders

A. Engineer's Standard Hourly Rates Schedule are in **Exhibit B.** Engineer hereby certifies by its execution of this Agreement that the hourly rates in **Exhibit B** for each class of Engineer's employees are less than or equal to the lowest hourly rates Engineer is currently charging any of its other clients. Engineer agrees that if during the Term of this Agreement it charges any of its clients lower hourly rates than the rates in **Exhibit B**, then Engineer shall charge PCCA such lower hourly rate or rates for the services under any Service Order, current or future, for the remainder of the Term of this Agreement and such lower hourly rate or rates will be standard for the remaining Term of this Agreement.

B. The Engineer may adjust its Standard Hourly Rates as of the first day of each calendar year during the Term of this Agreement by submitting to PCCA a new **Exhibit** B with Engineer's new Standard Hourly Rates on or before January 15th of such calendar year; provided, however, that the new Standard Hourly Rate for each class of Engineer's employees may not be more than five percent (5%) higher than previous Standard Hourly Rates for that class. The new Standard Hourly Rates will apply to all services performed by each class of Engineer's employees on and after the effective date of such new rates, but these adjustments will not affect the Ceiling Prices stated in the Service Orders executed under this Agreement.

C. Generally, the compensation method specified in a Service Order executed under this Agreement will be Standard Hourly Rates plus Reimbursable Expenses with a Ceiling Price. PCCA reserves the right, however, to issue Lump Sum Services Orders when they are deemed to be in the best interest of PCCA

Section 4.04 Reimbursable Expenses

A. Under the Lump Sum method of compensation to Engineer, unless expressly indicated otherwise, the following categories of expenses are included in the Lump Sum amount: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; providing field and office equipment necessary for the prosecution of the work; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. **These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in the specific Service Order.**

B. Expenses eligible for reimbursement under the Standard Hourly Rates method of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services under a specific Service Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; providing field and office equipment necessary for the prosecution of the work; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in **Exhibit C**.

C. Reimbursement for lodging and meals may not exceed the maximum allowable per diem rates for domestic or foreign travel as set by the U.S. Department of Defense, Defense Travel Management Office. Lodging and meal per diem rates for specific locations (foreign and domestic) may be found on the Defense Travel Management Office's website. Engineer shall submit proper documentation of any such approved travel expenses to PCCA from time to time, and such costs and expenses shall be billed to PCCA at Engineer's actual cost.

Section 4.05 Invoice Procedure and Payment

A. Engineer shall submit invoices monthly to PCCA for work performed during the preceding calendar month. Such invoices shall be due and payable by PCCA within thirty (30) days after receipt and acceptance of the invoice by PCCA. Monthly compensation will be for the Services actually performed during the billing period, invoiced in accordance with the prices in the Fee Schedules. On a Lump Sum Service Order, monthly billing will be based on the percentage of work completed. Invoices shall also describe any work performed by subcontractors retained by Engineer and Reimbursable Expenses. Engineer will provide sufficient detail with each invoice to substantiate the requested amount of monthly payment. At PCCA's request, Engineer will provide additional backup such as signed time sheets, invoices for materials and subcontracted service or other documentation sufficient to establish the accuracy of the invoices. Invoices are to be submitted in a format previously approved by PCCA. The Engineer's fees will cover all of Engineer's overhead costs, including office rent, long distance telephone charges, postage, and payroll.

B. Engineer will provide written notice to PCCA when the sum of previous payments and a current invoice meet or exceed 70% of the approved Ceiling Price of a Service Order. Engineer will include a statement that the remaining budget will be sufficient to complete the services, or provide an estimate of cost to complete, an explanation of the need for additional funding, and a request for a modification to the Service Order.

ARTICLE 5
RESPONSIBILITIES AND STANDARDS OF PERFORMANCE

Section 5.01 PCCA's Responsibilities

A. PCCA shall pay Engineer as set forth in each Service Order and Article 4.

B. PCCA shall be responsible for the requirements and instructions that it furnishes to the Engineer pursuant to this Agreement, and for the accuracy and completeness of the programs, reports, data, and other information furnished by PCCA to Engineer pursuant to this Agreement or any Service Order for use of Engineer in performing or furnishing services under any Service Order, subject to any express limitations or reservations applicable to the furnished items

C. PCCA shall give prompt written notice to Engineer whenever PCCA observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer's services; (2) the presence at the Site of a Specific Project of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer's services, the Work or the performance of any Constructor or consultant managed by the Engineer.

D. PCCA shall:

1. Provide Engineer with criteria and information as to PCCA's requirements for each Specific Project, including design objectives and constraints, space, capacity and

performance requirements, flexibility, and expandability, and any budgetary limitations.

2. Furnish Engineer with copies of design and construction standards that PCCA will require to be included in the Drawings and Specifications; and furnish copies of PCCA's standard forms, conditions, and related documents to be included in the Bid Documents and Construction Documents, as applicable.

3. Following the Engineer's assessment of initially available Specific Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services, unless the Service Order requires Engineer to obtain this information from other sources. Such additional information or data would generally include the following:

   a. Property descriptions.

   b. Zoning, deed, and other land-use restrictions.

   c. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

   d. Explorations and tests of subsurface conditions at the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at the Site, or hydrographic surveys with appropriate professional interpretation thereof.

   e. Environmental assessments, audits, investigations, impact statements, and other environmental or cultural studies relevant to the Specific Project and the Site.

   f. Data or consultations as required for the Specific Project but not otherwise identified in this Agreement or the Exhibits thereto.

4. Arrange for access to and make provisions for Engineer to enter upon PCCA property as required for Engineer to perform Services under the Service Order.

5. Examine alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents required by the terms of the Service Order which are presented by the Engineer and render, in writing, timely decisions pertaining thereto.

6. Provide reviews, approvals, and permits from governmental authorities having jurisdiction to approve phases of the Specific Project designed or specified by Engineer, and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project, unless the Service Order requires Engineer to obtain these reviews, approvals, or consents from other sources.

7. Place and pay for advertisement of Bids in appropriate publications, as required, for a Specific Project.

8. Advise Engineer of the identity and scope of services of any independent consultants employed by PCCA to perform or furnish Services in regard to the Project, including cost estimating, project peer review, value engineering, and constructability review unless such Services are related to an issue under legal review or are included in the Engineer's Scope of Services.

9. Furnish to Engineer data as to PCCA's anticipated costs for Services to be provided by others for PCCA so that Engineer may make the necessary calculations to develop and periodically adjust Engineer's opinion of Total Project Costs as required by a specific Service Order.

Section 5.02 Standards of Performance

A. *Standard of Care:* Engineer shall perform the professional engineering and related services required by each Service Order issued under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

B. *Technical Accuracy:* PCCA shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in PCCA-furnished information or an identifiable and documented change in conditions or circumstances impacting the Engineer's work.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by PCCA.

D. *Reliance on Others:* Subject to the standard of care set forth in Section 5.02(A), Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures*

1. Engineer and PCCA shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of PCCA that are applicable to Engineer's performance of services under this Agreement and that PCCA provides to Engineer in writing, subject to the standard of care set forth in Section 5.02(A), and to the extent compliance is not inconsistent with professional practice requirements.

3. Each Service Order is based on Laws and Regulations and PCCA-provided written policies and procedures as of the Commencement Date of the Service Order. The following may be the basis for modifications to PCCA's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Commencement Date of the Service Order to Laws and Regulations; or

   b. the receipt by Engineer after the Commencement Date of the Service Order of PCCA-provided written policies and procedures or changes to PCCA-provided policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. PCCA agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.

G. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site of a Specific Project, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

H. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

I. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

J. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.

K. Engineer's services do not include providing legal advice or representation.

L. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and PCCA's safety programs of which Engineer has been informed in writing.

Section 5.03 Design without Construction Phase Services

It is understood and agreed that if Engineer's Services under this Agreement do not include Project observation, review of Contractor's performance, or any other construction phase services, and that such services will be provided by PCCA, then PCCA assumes responsibility for interpretation of the Construction Contract Documents and for construction observation or review except where such interpretation is attributable to the design are an obvious design error or omission and requires correction by the Engineer of record.

Section 5.04 Inspection and Acceptance

Deliverables and/or services furnished under this Agreement shall be subject to review and inspection and, as applicable, test by PCCA at times and places covered under the period of performance for Services and the applicable Service Order. PCCA reserves the right to reject deliverables which do not conform to the Specifications, Drawings, and/or other data or which do not comply with the terms and conditions of this Agreement and individual Service Orders. If rejected after delivery, rejected deliverables will be returned to Engineer at Engineer's risk and expense. Payment for any Services or deliverables shall not be deemed acceptance thereof, and if such Services or deliverables are rejected after payment, PCCA shall be entitled to an equitable refund. Additional or varying acceptance terms may be mutually agreed under individual Service Orders.

ARTICLE 6
TERM, RENEWAL, SUSPENSION OR TERMINATION

Section 6.01 Term

A. This Agreement shall be effective and applicable to Service Orders issued hereunder for three (3) years from the Effective Date of this Agreement.

Section 6.02 Renewal

A. The Parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term, provided the terms and conditions, including insurance coverages, hourly and reimbursable rates and other particulars remain unchanged.

Section 6.03 Termination

A. PCCA may terminate a Service Order or this Agreement for convenience with seven (7) days prior written notice to Engineer of such action. Upon termination of this Agreement in accordance with this paragraph, PCCA will have no further obligation to the Engineer hereunder except to pay the Engineer unpaid fees and expenses which the Engineer can reasonably show to have been earned under this Agreement. **Under no circumstances may Engineer claim or recover consequential damages from PCCA.**

B. Either Party may terminate this Agreement by giving written notice to the other Party if the other Party ("***Defaulting Party***"): (a) materially breaches any term, condition or provision of this Agreement and fails to cure the breach to the satisfaction of the notifying Party within ten (10) days after the Defaulting Party receives a written notice of the breach from the notifying Party, or (b) becomes the subject of any proceedings under state or federal law for the relief of debtors or otherwise becomes insolvent, or bankrupt, or makes any assignments for the benefit of one or more creditors.

Section 6.04 Suspension

A. PCCA may suspend a Service Order for convenience with seven (7) days prior written notice to Engineer of such action.

B. If PCCA fails to give prompt written authorization to proceed with any phase of Services after completion of the immediately preceding phase, or if Engineer's Services are delayed through no fault of Engineer, Engineer may, after giving seven (7) days written notice to PCCA, suspend Services under this Agreement.

C. PCCA may, upon written notice to the Engineer, suspend work on a Service Order until such time that PCCA determines that it is in the best interest of PCCA to resume the work or to terminate the Service Order.

D. In the event of suspension of Services, the Engineer shall resume the full performance of the Services when directed in writing to do so by PCCA. Suspension of the Services for reasons other than the Engineer's negligence or failure to perform shall not affect the Engineer's compensation as provided for in this Agreement. The schedule for performance of the Services shall be amended by a mutually agreed, written modification to the Service Order in progress to reflect the suspension.

E. If Engineer's Services are delayed or suspended in whole or in part by PCCA for more than ninety (90) days after the date of the beginning of the delay or suspension through no fault of Engineer, Engineer may be entitled to an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Engineer in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised, to the extent that the Engineer can demonstrate that an actual increase in cost has been incurred and is equitable and compensable.

ARTICLE 7
OPINIONS OF COST

Section 7.01 Opinions of Probable Construction Cost

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as an experienced and qualified professional generally familiar with the industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot

and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.

B. PCCA reserves the right to request that the Engineer provide a written explanation of significant variations between the Engineer's opinion of probable Construction Cost and the actual Construction Cost.

Section 7.02 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the PCCA in tabulating the various categories that comprise Total Project Costs. Engineer's opinions (if any) of probable Total Project Costs are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that Total Project Costs will not vary from opinions of probable Total Project Costs prepared by Engineer.

Section 7.03 Designing to Construction Cost Limit

A. If a Construction Cost Limit for a Specific Project is established between PCCA and Engineer in a Service Order, then such Construction Cost Limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in the applicable Service Order.

B. If a Construction Cost Limit is set forth in a Service Order, then the Service Order will also specify a percentage bidding or negotiating contingency to be added to such Construction Cost Limit.

C. Should an opinion of Probable Construction Cost or a revised Opinion of Probable Construction Cost be provided by the Engineer during the execution of the Services that is in excess of the then established Construction Cost Limit, PCCA shall have the option of increasing the Construction Cost Limit, modifying the design criteria and Engineer's Scope of Services, or suspending or terminating the Service Order in accordance with terms herein. Alternately, PCCA may direct the Engineer to separate the work into a Base Bid with alternative or additive bid items that can be awarded at PCCA's discretion.

D. Engineer will be permitted to determine what types of materials, equipment and component systems, and the types and quality thereof, are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices to bring the Project within the Construction Cost Limit, subject to final approval and acceptance of PCCA. Engineer will present proposed changes in materials, equipment and component systems to PCCA for review and approval prior to incorporating such into the design.

E. If PCCA does not request Bids for a Project within six months after completion of the final design of the Project or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost Limit will not be binding on Engineer, and PCCA (i) may consent to an adjustment in such Construction Cost Limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the final design of the Project and the date on which Bids are requested, or (ii) may, at PCCA's sole discretion, terminate the Service Order in accordance with terms and conditions herein.

F. If the lowest *bona fide* Bid exceeds the established Construction Cost Limit, PCCA will: (1) give written approval to increase such Construction Cost Limit, (2) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices and re-advertise or re-bid the Project, or (3) provide direction to the Engineer to revise contract documents to include additive or alternative bid items or add such additive or alternative bid items and re-bid the project, or (4) elect not to award additive or alternative bid items to keep the Project within the Construction Cost Limit. In the case of (2), above, Engineer will modify the Drawings and Specifications as necessary to bring the Construction Cost within the Construction Cost Limit at no cost to PCCA, and the providing of such Services will be the limit of Engineer's responsibility in this regard; and, having done so, Engineer will not otherwise be liable for damages attributable to the lowest *bona fide* Bid exceeding the established Construction Cost Limit.

ARTICLE 8
REPRESENTATIVES AND MANAGERS

Section 8.01 Contract Representatives

A. PCCA shall designate a Contract Representative on the signature page of this Agreement who will, on behalf of PCCA, coordinate with the Engineer and administer this Contract. It shall be the responsibility of the Engineer to coordinate all assignment-related activities under this Agreement with PCCA's Contract Representative. PCCA may change its Contract Representative at any time by giving the Engineer written notice of such change.

B. Engineer shall designate a Contract Representative on the signature page of this Agreement who will, on behalf of Engineer, coordinate with PCCA and administer this Contract. The Engineer's Contract Representative and PCCA's Contract Representative will coordinate all assignment-related activities under this Agreement. Engineer may change its Contract Representative at any time by giving PCCA written notice of such change, provided the recommended replacement has similar qualification and experience as the original contract representative.

Section 8.02 Designated Project Managers

A. Contemporaneously with the execution of each Service Order, Engineer and PCCA will each designate a specific individual to act on its behalf as Project Manager with respect to the Services to be performed or furnished by Engineer and the responsibilities of PCCA under such Service Order.

The Project Managers for each Project will have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the Party appointing the Project Manager. Either Party may change that Party's designated Project Manager by giving the other Party written notice of the change as provided in Article 9.

Section 8.03 Resident Project Representative

A. The Service Order for a Specific Project shall state whether Engineer must furnish a Resident Project Representative ("**RPR**") to assist Engineer in observing progress and quality of the Work on the Specific Project. The duties and responsibilities of the RPR, if any, will be as set forth in each Service Order.

ARTICLE 9
NOTICES

Section 9.01 Notices

A. All notices, demands or requests from Engineer to PCCA shall be given to PCCA's Contract Representative named on the signature page of this Agreement at (i) PCCA's address for notice provided on the signature page, or (ii) the facsimile number for PCCA's Contract Representative stated on the signature page, or to such other person, address or facsimile number as PCCA shall request in writing.

B. All payments, notices, demands or requests from PCCA to Engineer shall be given to Engineer's Contract Representative named on the signature page of this Agreement at (i) Engineer's address for notice provided on the signature page, or (ii) the facsimile number for Engineer's Contract Representative stated on the signature page, or to such other person, address or facsimile number as PCCA shall request in writing.

C. Notices required to be given to either Party may be given by certified first-class mail, by overnight delivery or by fax, to the appropriate Party at its address or fax number stated on the signature page of this Agreement. Notice may also be given by personal service. Any notice given by mail shall be deemed to have been given one day after such notice was deposited in the United States mail, certified and postage prepaid, properly addressed to the Contract Representative of the Party to be served. In all other cases, notice to a Party will be considered delivered when actually received by the Party's Contract Representative.

ARTICLE 10
DOCUMENTS

Section 10.01 Use of Documents

A. Upon payment of all fees owed for a Service Order, all Documents relative to that Service Order are the property of PCCA, including native files for each software package used.

B. Copies of PCCA-furnished data that may be used by Engineer are limited to the printed copies (also known as hard copies) that are delivered to Engineer by PCCA. Files in electronic media format of text, data, graphics, or of other types that are furnished by PCCA to the Engineer are only for convenience of Engineer. Any conclusion or information obtained or derived from such files, written or electronic, will be at the user's sole risk. Engineer will review documents provided by PCCA and determine applicability and usability of information. Engineer will request additional information as necessary.

C. Copies of Documents that may be relied upon by PCCA are limited to the printed copies (also known as hard copies) that are signed or sealed by Engineer. Files in electronic media format of text, data, graphics, or of other types that are furnished by Engineer to PCCA are only for convenience of PCCA. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the Party receiving electronic files agrees that it will perform acceptance tests or procedures within 90 days, after which the receiving Party will be deemed to have accepted the data thus transferred. Any errors detected within the 90-day acceptance period will be corrected by the Party delivering the electronic files. Engineer is not responsible to maintain documents stored in electronic media format after acceptance by PCCA.

E. When transferring documents in electronic media format, neither PCCA nor Engineer make any representation to the other as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by PCCA or Engineer on the Effective Date.

F. Documents provided by Engineer are not intended or represented to be suitable for reuse by PCCA or others on extensions of the Project or on any other project. PCCA may, however, reuse such documents without any payment to Engineer. Any such reuse or modification without written verification or adaptation by Engineer, as appropriate for the specific purpose intended, will be at PCCA's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Section 10.02 Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Service Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Service Order. Upon PCCA's request, Engineer shall provide a copy of any such item to PCCA at cost.

ARTICLE 11
INSURANCE

Section 11.01 Standard Insurance Policy Requirements

A. Without limiting the indemnity obligations or liabilities of Engineer or its insurers, provided herein, Engineer agrees to carry and maintain at its sole expense during the Term of this Agreement the following policies of insurance (individually, a "***Policy***" and, collectively, the "***Policies***") in at least the minimum amounts specified below.

B. At least five (5) days prior to execution of this Agreement by PCCA, Engineer will provide to PCCA's Risk Program Manager certificates of insurance issued by each insurance company providing any of the required insurance coverage, and the text entered in each certificate must be acceptable to PCCA. The requirement to provide acceptable certificates of insurance is a material condition of this Agreement, and work under this Agreement and any associated Service Order may not commence until such certificates of insurance have been received, reviewed, and accepted by PCCA.

	TYPE OF INSURANCE	LIMITS OF LIABILITY
1.	Workers' Compensation	Statutory
2.	Employer's Liability	$1,000,000 per Occurrence $1,000,000 Aggregate
3.	Commercial General Liability	$1,000,000 per Occurrence $2,000,000 Aggregate

The CGL Policy will provide contractual liability coverage at the aforementioned limits.

4.	Business Automobile Liability	$1,000,000 per Occurrence

Automobile liability insurance coverage will include all owned, non-owned, and hired vehicles.

5.	Professional Liability	$2,000,000

Engineer will procure and maintain professional liability insurance for protection from claims arising out of performance of its Services under this Agreement caused by any error, omission, or act for which the Engineer is legally liable. Policies written on a claims-made basis shall have an extended reporting period of at least two (2) years beyond termination of the Agreement.

6.	Umbrella Liability	$5,000,000 per Occurrence

Umbrella liability coverage will apply to Employer's Liability, Commercial General Liability, and Business Automobile Liability.

Section 11.02 Additional Insurance Policies Required for Certain Work

A. Under certain circumstances, based on the scope and/or location of the services to be performed under a Service Order, the Service Order may require Engineer to carry and maintain some or all of the additional types of insurance policies described in this Section. If the Service Order for a Specific Project requires additional insurance, Engineer understands and agrees that it will not be allowed to commence any work under the Service Order until the additional insurance policies have been issued to the Company and the Company provides PCCA with appropriate Certificates of Insurance.

Section 11.03 General Insurance Requirements

A. Each Policy, except Professional Liability, must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the PCCA Parties. Additionally, the PCCA Parties shall be designated as an additional insured either by a blanket additional insured or a specific endorsement on all Policies, except for Worker's Compensation, Employer's Liability, and Professional Liability.

B. In the event that the work of Engineer's employees falls within the purview of the United States Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or the Federal Employer's Liability Act, Engineer shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts even if not specifically required by the PCCA.

C. Each Policy, except Workers' Compensation and Professional Liability, must contain an endorsement that the Policy is primary to any other insurance available to the additional insureds with respect to claims arising under this Agreement.

D. The insurance required as listed above, shall apply to any Consultant performing for or on behalf of Engineer, and Engineer shall ensure that any such Consultant is aware of and complies with the insurance requirements during any period such Consultant is performing work under this Agreement.

E. The minimum insurance required may be increased periodically upon request by PCCA to commercially reasonable limits. The company writing each of the Policies must possess a current rating with A.M. Best Company of at least "A-, VII".

F. Engineer's liability shall not be limited to the specified amounts of insurance required herein.

ARTICLE 12
RELEASE, INDEMNIFICATION AND MUTUAL WAIVER

Section 12.01 Release by Engineer

A. To the fullest extent permitted by Laws and Regulations, Engineer hereby releases and discharges the PCCA Parties from liability for and assumes the risk of loss or damage to the property of Engineer and the injury or death of any person employed by Engineer.

Section 12.02 Indemnification by Engineer

A. To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless the PCCA Parties from all damages, losses, costs and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable consultants' and attorneys' fees) (collectively, "*Damages*") arising from third-party claims or actions relating to this Agreement, any Service Order, or any Specific Project, but only to the extent that the Damages are caused by or result from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer or the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

B. Engineer's indemnity obligations under this Article 12 shall not be limited by a limitation on the amount or type of damages, compensation or benefits owed by Engineer to any employee of Engineer under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

C. The obligations of the Engineer under this Article 12 shall survive the end of the Term of this Agreement.

Section 12.03 Percentage Share of Negligence

A. The Engineer's total liability to the PCCA Parties for any Damages caused in part by the negligence of the Engineer Parties and in part by the negligence of the PCCA Parties or any other negligent entity or individual, shall not exceed the percentage share that the negligence of the Engineer Parties bears to the total negligence of all negligent parties.

Section 12.04 Mutual Waiver

A. To the fullest extent permitted by law, PCCA and Engineer waive against each other, and the other's employees, officers, Port Commissioners, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Service Order, or a Specific Project, from any cause or causes.

ARTICLE 13
DISPUTE RESOLUTION

A. In the event a dispute arises between the Parties regarding the application or interpretation of, or in any way relating to, this Agreement, the Parties agree to attempt to resolve all such disputes arising hereunder promptly, equitably and in a good faith manner. If the Parties shall have failed to resolve the dispute within the ten (10) Business Days after any written notice of the dispute has been received by the other Party, then either Party may elect to refer the dispute to the respective upper management of the Parties by notice in writing to the other Party, and the appropriate upper management of the Parties shall meet within the ten (10) Business Days after the date of the notice, to resolve the dispute. If the dispute is not resolved within five (5) Business Days after such a meeting has commenced (but in any event within ten (10) Business Days after the date of the letter referring the matter to upper management), then either Party may at any time thereafter resort to mediation, under the remaining provisions of this Article.

B. PCCA and Engineer agree they will, before taking any other legal action, including the filing of an action in State or Federal Court, attempt in good faith, to mediate in Corpus Christi, Texas, any controversy or claim arising out of or related to this Agreement before a mediator to be agreed upon by PCCA and Engineer. PCCA and Engineer must use their best efforts to agree upon a mediator within fifteen (15) Business Days after a written request for mediation by either Party, and if PCCA and Engineer are unable to agree upon a mediator within such time either Party may request that the American Arbitration Association appoint a mediator. The mediator will schedule a mediation meeting at a time and place determined by the mediator. PCCA and Engineer will each pay one-half of the costs of mediation to the mediator. Any mediation shall not extend beyond thirty (30) days after the appointment of the mediator, and should the Parties fail to resolve any dispute by mediation within such 30-day period, the Parties shall have all rights available under this Agreement and at law or in equity.

ARTICLE 14
GENERAL PROVISIONS

Section 14.01 Severability

If any part of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Agreement, and this Agreement shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Agreement.

Section 14.02 No Waiver

Any waiver, expressed or implied, by either PCCA or Engineer to any breach of any agreement, covenant or obligation contained in this Agreement shall operate as such only in the specific instance, and shall not be construed as waiver to any subsequent breach of such agreement, covenant or obligation.

Section 14.03 Applicable Law

THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. PCCA and Engineer agree that if any controversy or claim arising out of or related to this Agreement cannot be resolved pursuant to and in accordance with the deadlines set forth in Article 13, then either Party may elect to resolve the controversy or claim though litigation filed and maintained in the federal or state courts located in Corpus Christi, Nueces County, Texas. PCCA and Engineer each submits to the exclusive jurisdiction of said courts and waives the right to change venue.

Section 14.04 Agreement and Service Orders Control

In the event of a conflict between the wording of a Service Order and any purchase order issued by PCCA in connection with the Service Order, the wording of the Service Order will control.

Section 14.05 Amendment of Agreement

This Agreement may be changed or modified at the request of either the Engineer or PCCA, provided both Parties agree to the requested change, and a written amendment of this Agreement is prepared and executed by the Parties.

Section 14.06 Assignment

Neither PCCA nor Engineer may assign or transfer any rights under or interest in this Agreement without the written consent of the other.

Section 14.07 No Third-Party Beneficiaries

This Agreement will be for the sole and exclusive benefit of PCCA and Engineer and not for the benefit of any other party, person, or entity. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by PCCA or Engineer to any Consultant, Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

Section 14.08 Force Majeure

In the event either Party shall be delayed or hindered in or prevented from the performance required hereunder by reason of *force majeure*, which includes strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the Party delayed in performing work or doing acts (herein "***force majeure***"), such Party shall be excused for the period of time equivalent to the delay caused by such *force majeure*, or the Agreement may be terminated in accordance with terms herein should such delay be sufficient that termination is in the best interest of the PCCA.

Section 14.09 Public Disclosure

PCCA is a political subdivision of the state of Texas subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act (Texas Government Code, Chapters 551 and 552), and as such, PCCA is required to disclose to the public (upon request) this Agreement, the Service Orders issued hereunder, and certain other information and documents relating to the services contemplated hereby. In this regard, Engineer agrees that the disclosure of this Agreement, the Service Orders issued hereunder, or any other information or materials related to the services contemplated hereby, to the public by PCCA as required by the Texas Open Meetings Act, the Texas Public Information Act, or any other law will not expose PCCA (or any party acting by, through or under PCCA) to any claim, liability, or action by Engineer.

Section 14.10 Confidentiality

Engineer will keep confidential all information in whatever form produced, prepared, observed or received from PCCA to the extent that such information is: (a) confidential by law; (b) marked or designated "Confidential" or words to that effect; or (c) information that Engineer is otherwise required to keep confidential by this Agreement. Notwithstanding the above, Engineer will be permitted to disclose any information required by law or court order.

Section 14.11 Certificate of Interested Parties

Engineer will comply with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas Ethics Commission Rules by preparing a Texas Form 1295, "Certificate of Interested Parties" and submitting the signed and notarized form to PCCA at the time Engineer submits the signed Agreement to PCCA. A separate Form 1295 may be required for subsequent Service Orders, as required by the referenced code and rules issued thereunder.

Section 14.12 Engineer's Certificate

Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing this Agreement. For the purposes of this Section 14.12:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the execution of the Agreement;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of PCCA, or (b) to deprive PCCA of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

Section 14.13 No Organizational Conflict of Interest

Engineer hereby certifies that it has no actual or potential Organizational Conflict of Interest. "***Organizational Conflict of Interest***" means that because of other activities or relationships with other persons or entities, the Engineer is unable or potentially unable to render impartial assistance or advice to PCCA or the Engineer's objectivity in performing the services under this Agreement and related Service Orders is or might otherwise be impaired. Engineer agrees to immediately notify PCCA of any actual or potential Organizational Conflict of Interest that develops during the Term of this Agreement. Engineer agrees that PCCA may terminate this Agreement immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Agreement.

Section 14.14 Defamation

The Parties covenant and agree that in no event, and at no time during the Term of this Agreement or at any time thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other's businesses, services, properties or assets, or employees, personnel, agents, or representatives.

Section 14.15 Parties Bound

This Agreement binds and inures to the benefit of the Parties and their respective legal representatives, heirs, distributees, successors and assigns, where assignment is permitted by this Agreement.

Section 14.16 Attorneys' Fees; Default

In the event Engineer or PCCA breach any of the terms of this Agreement and the Party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting Party agrees to pay reasonable attorney's fees and costs incurred by the prevailing Party.

ARTICLE 15
EXHIBITS

Section 15.01 Suggested Form of Service Order

The Suggested Form of Service Order is attached as Attachment One, and shall be used as the basis for preparing a specific Service Order for each Specific Project under this Agreement.

Section 15.02 Exhibits Included

A. **Exhibit A**, *Engineer's Services for Service Order*. Services, tasks, and terms in **Exhibit A** as included with this Agreement are for reference in preparing the scope of services for specific Service Orders, and are contractually binding only to the extent expressly incorporated in a specific Service Order.

B. **Exhibit B**, *Engineer's Standard Hourly Rates for Work performed under the Service Order.* This Exhibit, as updated from time to time, applies to all Service Orders.

C. **Exhibit C**, *Engineer's Reimbursable Expenses Schedule for costs incurred by Engineer when performing Work under the Service Order.* The terms of **Exhibit C** that will be applicable to and govern compensation under a specific Service Order will be determined by the selection of compensation methods made in Paragraph 5, "*Payments to Engineer*," of the specific Service Order.

D. **Exhibit D**, *Duties, Responsibilities and Limitations of Authority of Resident Project Representative.* This Exhibit is not contractually binding except when expressly incorporated in a specific Service Order.

E. **Exhibit E**, *Notice of Acceptability of Work*. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if the form is expressly incorporated by reference in a specific Service Order, and Engineer's scope of services in the specific Service Order includes providing such a Notice.

F. **Exhibit E**, *Amendment to Service Order*. PCCA and Engineer may use this form during a Specific Project to modify the specific Service Order.

[Signature page follows this page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

PCCA:

Port of Corpus Christi Authority of Nueces County, Texas

By: _____

Name: Sean C. Strawbridge

Title: Chief Executive Officer

Date Signed: _____

Address for giving notice:
222 Power Street
Corpus Christi, Texas 78401
Attention: Director of Engineering Services

PCCA's Contract Representative:

David L. Krams, P.E.

Title: Director of Engineering Services

Phone Number: 361-885-6134

Facsimile Number: 361-881-5161

E-Mail Address: krams@pocca.com

Engineer:

Moffatt & Nichol

By: _____

Name: Jonathan E. Thomas

Title: Vice President

Date Signed: 07/10/18

Address for giving notice:
1780 Hughes Landing Boulevard
Suite 575
The Woodlands, Texas 77380

Engineer's Contract Representative:

Jonathan E. Thomas, P.E.

Title: Vice President

Phone Number: 713-977-7372

Facsimile Number: 713-977-7379

E-Mail Address: jthomas@moffattnichol.com

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ATTACHMENT ONE
TO MASTER SERVICES AGREEMENT NO. 18-13

SUGGESTED FORM OF SERVICE ORDER

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 18-13

PROJECT NAME ***(Insert Project name)***
PROJECT NO. ***(Insert Project number)***
SERVICE ORDER NO. ***(Insert Service Order number)***
COMMENCEMENT DATE ***(Insert Commencement Date of Service Order)***

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and Moffatt & Nichol ("**Engineer**"). PCCA and Engineer agree that all of the Services authorized by this Service Order shall be subject to the terms and conditions of PCCA's Master Services Agreement No. 18-13 between PCCA and Engineer, as amended ("**Agreement**"). Upon execution of this Service Order, the Agreement shall be incorporated into and be considered part of this Service Order as if set forth herein in its entirety. Any capitalized terms in this Service Order that are not defined herein shall have the meanings given to them in the Agreement. If there is any inconsistency between the terms of this Service Order and the terms of the Agreement, the terms of this Service Order will control.

Engineer will provide the Services described in the Services of Engineer below in connection with the Specific Project described below.

1. Description of Specific Project:

[Insert a paragraph that describes the Specific Project that is the subject of this Service Order.]

2. Services of Engineer (Scope of Services)

A. The specific services to be provided or furnished by Engineer under this Service Order are: ***[Select one of the following options and delete the other.]***

☐ set forth in "Part 1—Services" of **Exhibit A**, "*Engineer's Services for Service Order,*" modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

[or]

☐ as follows: [ ] ***[Note: Insert detailed scope of services here.]***

B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then **Exhibit D** of the Agreement is expressly incorporated in this Service Order by reference. The RPR shall provide ***[Select one of the following options]*:**

☐ full time representation; or
☐ part time representation as follows: _____.

[1. If RPR services are not in the scope of this Service Order, do not include any references to RPR services in Exhibit A (Paragraph A1.05(A)(1)) for this Service Order (or state "Does not apply" or similar), or in any other scope of services text or document.

2. If appropriate, modify Exhibit D for this specific Service Order, and attach it, rather than incorporating the Exhibit D that is included with the Agreement.]

C. Designing to a Construction Cost Limit

[If the design under this Service Order will be governed by a Construction Cost Limit, then include the following clause, with blanks filled in; if not, then delete the clause or indicate "Does not apply" or similar.]

Under this Service Order, Engineer will design to a Construction Cost Limit, subject to the terms of Section 7.03 of the Agreement. The Construction Cost Limit is $_____. The bidding or negotiating contingency to be added to the Construction Cost Limit is _____ percent per PCCA's Contingency Guidelines for General or Marine or Rehabilitation projects accordingly.

D. Other Services

Engineer shall also provide the following services:

[Summarize or provide a brief description of other services (if any) that are to be provided by Engineer, but have not been addressed in Paragraphs 2.A through 2.C.]

3. PCCA's Responsibilities

PCCA shall have those responsibilities set forth in Section 5.01 of the Agreement, subject to the following: ***[State any additions or modifications to Section 5.01 for this Specific Project here.]***

4. Service Order Schedule

In addition to any schedule provisions provided in **Exhibit A** or elsewhere, the parties shall meet the following schedule: ***[Revise and amend for each specific Service Order.]***

Party	Action	Schedule
Engineer	**Furnish [ ] review copies of the Report and other Study and Report Phase deliverables to PCCA.**	**Within [ ] days of the Commencement Date of the Service Order.**
PCCA	**Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.**	**Within [ ] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.**
Engineer	**Furnish [ ] copies of the revised Report and other Study and Report Phase deliverables to PCCA.**	**Within [ ] days of the receipt of PCCA's comments regarding the Report and other Study and Report Phase deliverables.**
Engineer	**Furnish [ ] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to PCCA.**	**Within [ ] days of PCCA's authorization to proceed with Preliminary Design Phase services.**
PCCA	**Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.**	**Within [ ] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.**
Engineer	**Furnish [ ] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to PCCA.**	**Within [ ] days of the receipt of PCCA's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.**
Engineer	**Furnish [ ] copies of the 60% Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to PCCA.**	**Within [ ] days of the receipt of PCCA's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.**

Engineer	**Furnish [ ] copies of the 90% Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to PCCA.**	**Within [ ] days of the receipt of PCCA's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.**
Engineer	**Furnish [ ] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to PCCA.**	**Within [ ] days of PCCA's authorization to proceed with Final Design Phase services.**
PCCA	**Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.**	**Within [ ] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.**
Engineer	**Furnish [ ] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to PCCA.**	**Within [ ] days of the receipt of PCCA's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables**

Should PCCA not return comments and/or instructions in the time listed in the schedule, the Engineer's schedule for subsequent items will be extended by the same number of days

by which PCCA comments or instructions exceed the scheduled review with no further recourse by the Engineer against PCCA.

5. Method of Compensation

A. PCCA shall pay Engineer for services rendered under this Service Order using the following method of compensation: ***[Select one of the following options.]***

☐ Lump Sum plus Named Reimbursable Expenses, if any; or
☐ Standard Hourly Rates plus Reimbursable Expenses with a Ceiling Price.

B. If this is a Lump Sum Service Order, PCCA shall pay Engineer the following lump sum amount for the services described in this Service Order: $_____. In addition, PCCA shall reimburse Engineer for the following Named Reimbursable Expenses (if any): _____.

C. If this is an Hourly Rates Service Order, the Ceiling Price for this Service Order is $_____. In addition, PCCA shall reimburse Engineer for the Reimbursable Expenses described in Exhibit C.

D. If this is an Hourly Rates Service Order, the estimated amount of compensation payable for each category of services rendered under this Service Order is as follows:

[Notes: 1. Delete line items that do not apply to this Service Order. 2. Cross-references are to Exhibit A. Revise if necessary, or delete cross-references if Exhibit A is not used to establish the scope of services under this Service Order.]

Description of Service	Amount
Study and Report Phase (*A1.01 of Ex. A*)	$[ ]
Preliminary Design Phase (*A1.02 of Ex. A*)	$[ ]
Final Design Phase (*A1.03 of Ex. A*)	$[ ]
Bidding or Negotiating Phase (*A1.04 of Ex. A*)	$[ ]
Construction Phase (*A1.05 of Ex. A*)	$[ ]
Resident Project Representative Services (*A1.05(A)(1) of Ex. A*)	$[ ]
Post-Construction Phase (A1.06 of Ex. A)	$[ ]
Commissioning Phase (*A1.07 of Ex. A*)	$[ ]
Other Services (list as appropriate) (*A2.01 of Ex. A*)	$[ ]
Reimbursable expenses (if any)	$[ ]
ESTIMATED TOTAL COMPENSATION	$[ ]

E. The terms of payment are set forth in Article 4 of the Agreement.

6. Consultants retained or that will be retained as of the Commencement Date of the Service Order: ***[List name of Consultants, if any]***

7. Other Modifications to the Agreement or the Exhibits to the Agreement:

[Supplement or modify the Agreement and Exhibits, if appropriate.]

8. Exhibits or Attachments to this Service Order:

9. Documents (other than the Agreement) Incorporated by Reference:

10. Terms and Conditions

Execution of this Service Order by PCCA and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Service Order signed by PCCA.

IN WITNESS WHEREOF, each Party has executed this Service Order effective for all purposes as of the Commencement Date.

PCCA:

Port of Corpus Christi Authority of Nueces County, Texas

By: _____

Name: Sean C. Strawbridge

Title: Chief Executive Officer

Date Signed: _____

Address for giving notice:
222 Power Street
Corpus Christi, Texas 78401
Attention: Director of Engineering Services

PCCA's Designated Representative:

David L. Krams, P.E.

Title: Director of Engineering Services

Phone Number: 361-885-6134

Facsimile Number: 361-881-5161

E-Mail Address: krams@pocca.com

Engineer:

Moffatt & Nichol

By: _____

Name: _____

Title: _____

Date Signed: _____

Address for giving notice:
1780 Hughes Landing Boulevard
Suite 575
The Woodlands, Texas 77380

Engineer's Designated Representative:

Jonathan E. Thomas, P.E.

Title: Vice President

Phone Number: 713-977-7372

Facsimile Number: 713-977-7379

E-Mail Address: jthomas@moffattnichol.com

EXHIBIT A TO SERVICE ORDER
ENGINEER'S SERVICES FOR SERVICE ORDER

[Introductory Note to User: The parties should prepare a specific, modified Exhibit A for each specific Service Order, state the scope of services for the Specific Project directly in the specific Service Order, or incorporate all or portions of Exhibit A by reference.

The following text as published describes a variety of services that may be included, in whole or in part, in a specific Service Order issued under the Agreement. Until this exhibit is customized for inclusion in a specific Service Order, or some or all of the exhibit is incorporated in a specific Service Order by reference, it has no legal or contractual effect.

Not all possible services are included in this exhibit. Language provided is intended to provide a basic framework, ideas for inclusion, and to avoid omissions; none, any, or most of this language may be applicable to a Specific Project. The user should revise and supplement the descriptions of services provided here for purposes of drafting the scope of Engineer's Services for each specific Service Order.]

PART 1—SERVICES

A1.01 *Study and Report Phase Services*

A. As Study and Report Services, Engineer shall:

1. If PCCA has already identified one or more potential solutions to meet its Specific Project requirements, Engineer will proceed with the study and evaluation of: ***[List the specific potential solutions here.]***

2. If PCCA has not identified specific potential solutions to meet its Specific Project requirements, Engineer will identify up to ____ potential solution(s) and then proceed with the study and evaluation of these potential solution(s).

3. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

4. Advise PCCA of any need for PCCA to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to PCCA's Specific Project requirements, and preparation of a related report.

5. After consultation with PCCA, recommend to PCCA the solution(s) which in Engineer's judgment meet PCCA's requirements for the Specific Project.

6. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.

7. Prepare a report (the "***Report***") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by PCCA, a tabulation of other items and services included within the definition of Total Project Costs.

8. Review available survey, geotechnical, environmental, and other data and recommend additional investigations, studies, tests, professional services that may be required to support design of the alternatives.

9. When mutually agreed, assist PCCA in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of PCCA's facilities.

10. If requested to do so by PCCA, assist PCCA in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to PCCA's instructions plan for the inclusion of sustainable features in the design.

11. Pursuant to the Service Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to PCCA, and review it with PCCA. PCCA shall submit to Engineer any comments regarding the furnished items within the time established in the Service Order schedule.

12. Pursuant to the Service Order schedule, revise the Report and any other Study and Report Phase deliverables in response to PCCA's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the PCCA.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to PCCA the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by PCCA during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to PCCA's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by PCCA pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise PCCA if additional reports, data, information, or services necessary so support final design and assist PCCA in obtaining such reports, data, information, or services. Include as appropriate scope for:

   (a) geotechnical for investigation

   (b) topographical surveys

   (c) utility mapping

6. Continue to assist PCCA with Specific Project Strategies, Technologies, and Techniques that PCCA has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist PCCA in tabulating the various cost categories which comprise Total Project Costs.

8. Pursuant to the Service Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to PCCA, and review them with PCCA. Within the time established in the Service Order schedule, PCCA shall submit to Engineer any comments regarding the furnished items.

9. Pursuant to the Service Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to PCCA's comments, as appropriate, and furnish to PCCA the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and revised estimate of design and related professional services, and any other Preliminary Design Phase deliverables.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to PCCA the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 ***Final Design Phase***

A. Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for PCCA's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist PCCA in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise PCCA of any recommended adjustments to the opinion of probable Construction Cost as design progresses.

5. Assist PCCA in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

6. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from PCCA.

7. Prepare or assemble 60% Design documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids.

8. Prepare or assemble 90% Design and bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific

bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids.

9. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids.

10. Pursuant to the Service Order schedule, furnish for review by PCCA, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with PCCA. Within the time required by the Service Order schedule, PCCA shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions sealed by Registered Professional Engineer licensed to practice in the State of Texas.

11. Pursuant to the Service Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the PCCA, as appropriate, and submit the required number of final copies of such documents to PCCA after receipt of PCCA's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to PCCA the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

A1.04 ***Bidding or Negotiating Phase***

A. Engineer shall:

1. Attend pre-bid conference and provide a presentation of the technical aspect of the project.

2. Prepare and issue Addenda as appropriate, and as requested by PCCA, to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by PCCA in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with PCCA as to the qualifications of prospective contractors.

5. Consult with PCCA as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01(A)(16) of this **Exhibit A**.

7. Attend the bid opening, and assist PCCA in evaluating bids or proposals, assembling final contracts for the Work for execution by PCCA and Contractor, and in issuing notices of award of such contracts.

8. If PCCA engages in negotiations with bidders or proposers, assist PCCA with respect to technical and engineering issues that arise during the negotiations.

9. Engineer shall prepare and submit issued for construction drawings and specifications incorporating addenda issued during the Bid phase. Issued for Construction Drawings shall be sealed by Registered Professional Engineer licensed to practice in the State of Texas.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if a Construction Cost limit is a part of this Service Order).

A1.05 ***Construction Phase***

A. Engineer shall:

1. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in **Exhibit D**. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in **Exhibit D. [*If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D in the Task Order.*]**

2. *Selection of Independent Testing Laboratory:* Assist PCCA, as requested, in the selection of an independent testing laboratory to perform the testing services identified in the contract documents.

3. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

4. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with PCCA and Contractor jointly develop such protocols for transmittals between and among PCCA, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

7. Visits *to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   (a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep PCCA informed of the progress of the Work.

   (b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for PCCA a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes

responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

8. *Defective Work:* Recommend rejection of Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to PCCA regarding whether Contractor should correct such Work or remove and replace such Work, or whether PCCA should consider accepting such Work as provided in the Construction Contract Documents.

9. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform PCCA of such incompatibility, and provide recommendations for addressing such Work.

10. *Clarifications and Interpretations:* Accept from Contractor and PCCA submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or an amendment or supplement to the Construction Contract Documents.

11. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to PCCA, as appropriate, and support preparation of Change Orders and Work Change Directives as required.

12. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for PCCA's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

13. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

14. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

15. *Inspections and Tests:*

    (a) Receive and review certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    (b) Pursuant to the terms of the Construction Contract, recommend additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

16. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to PCCA and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to PCCA regarding engineering or technical matters pertaining to Claims.

17. Applications *for Payment:* As requested by PCCA, review Contractor's applications for payment and provide PCCA with a recommendation to pay, partially pay, or request a revised pay application.

18. *Contractor's Completion Documents:* As required and directed by PCCA, review, and transmit to PCCA maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided from Contractor. Review, and transmit to PCCA the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment.

19. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with PCCA and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary

certificate of Substantial Completion, punch list of items to be completed, PCCA's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist PCCA regarding any remaining engineering or technical matters affecting PCCA's use or occupancy of the Work following Substantial Completion.

20. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to PCCA and Contractor in the form attached hereto as **Exhibit E** ("**Notice of Acceptability of Work**") that the Work is acceptable.

21. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to PCCA or Contractor.

22. Preparing Record Drawings, and furnishing such Record Drawings to PCCA.

23. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, PCCA, utility companies, and other reliable sources.

24. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, PCCA, utility companies, and other sources; revise and supplement Record Drawings as needed.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract then Construction Phase services may be rendered at different times in respect to the separate contracts.

A1.06 ***Post-Construction Phase***

A. Upon written authorization from PCCA during the Post-Construction Phase, Engineer shall:

1. Together with PCCA, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of Defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist PCCA in consultations and discussions with Contractor concerning correction of any such Defective Work and any needed repairs.

2. Together with PCCA, visit the Project within one month before the end of the Construction Contract's Correction Period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

B. The Post-Construction Phase services may commence during the Construction Phase and will terminate twelve months after the commencement of the Construction Contract's Correction Period.

A1.07 ***Commissioning Phase***

A. Engineer shall:

1. Assist PCCA in connection with the adjusting of Specific Project equipment and systems.

2. Assist PCCA in training PCCA's staff to operate and maintain Specific Project equipment and systems.

3. Prepare operation and maintenance manuals.

4. Assist PCCA in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.

5. Prepare and furnish to PCCA, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

PART 2—OTHER SERVICES

A2.01 ***Other Services Required to be Listed in the Service Order***

A. Each specific Service Order may include Services that do not fit into the categories described in Part 1, such as the types of Services listed in this Part 2. Such services should be expressly stated in the specific Service Order itself.

1. Preparation of applications and supporting documents (in addition to those furnished under Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by PCCA or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, PCCA's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Commencement Date of the Service Order or are due to any other causes beyond Engineer's control.

4. Providing renderings or models for PCCA's use, including services in support of building information modeling or civil integrated management.

5. Undertaking investigations and studies including, but not limited to:

   a) detailed consideration of operations, maintenance, and overhead expenses;

   b) based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

   c) evaluating processes available for licensing, and assisting PCCA in obtaining process licensing;

   d) detailed quantity surveys of materials, equipment, and labor; and

   e) audits or inventories required in connection with construction performed or furnished by PCCA.

6. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by PCCA; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

7. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Section 3.02.

8. Preparation of operation, maintenance, and staffing manuals.

9. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

10. Assistance to PCCA in training PCCA's staff to operate and maintain Specific Project equipment and systems.

11. Assistance to PCCA in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

12. Preparing to serve or serving as a consultant or witness for PCCA in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.

13. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05(A)(6), and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

14. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

15. Services in connection with Work Change Directives and Change Orders to reflect changes requested by PCCA.

16. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

17. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

18. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

19. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

EXHIBIT B
TO MASTER SERVICES AGREEMENT NO. 18-13

Standard Hourly Rates Schedule

The Standard Hourly Rates Schedule for Services performed under this Agreement is:

	CLASSIFICATION	GENERAL QUALIFICATIONS	BILLING RATE
PROFESSIONALS	Principal Engineer/Scientist	Non-officer of Company in Management Role or Officer of Company	$ 266.00
	Supervisory Engineer/Scientist	Supervisory responsibilities and/or PE and/or 20+ years of experience	$ 235.00
	Senior Engineer/Scientist	PE and/or 15 to 20 years of experience	$ 210.00
	Engineer/Scientist III	PE and/or 10 to 15 years of experience	$ 185.00
	Engineer/Scientist II	PE and/or and/or 6 to 10 years of experience	$ 165.00
	Engineer/Scientist I	PE and/or 4 to 6 years of experience	$ 145.00
	Staff Engineer/Scientist	0 to 4 years of experience	$ 110.00
TECHNICIANS	Senior Technician	Supervisory responsibilities and/or 20+ years of experience	$ 165.00
	Designer	15 to 20 years of experience	$ 147.00
	CADD II	6 to 15 years of experience	$ 121.00
	CADD I	0 to 6 years of experience	$ 105.00
CLERICAL	Project Control	Project Control Responsibilities	$ 110.00
	Word Processing	Administrative Duties	$ 92.00
	General Clerical	Administrative Duties	$ 92.00

EXHIBIT C
TO MASTER SERVICES AGREEMENT NO. 18-13

Reimbursable Expenses Schedule

The Reimbursable Expenses Schedule for Services performed under the Agreement is:

Color Copies 8½" x 11"	$0.08/Page
B&W Copies 8½" x 11"	$0.01/Page
Color Copies of Drawings 24" x 36"	$8.00/Sheet
B&W Copies of Drawings 24" x 36"	$8.00/Sheet
Color Copies of Drawings 11" x 17"	$0.16/Sheet
B&W Copies of Drawings 11" x 17"	$0.02/Sheet
Mileage	Prevailing IRS Mileage Rate
Meals & Lodging	At Cost
Travel Expenses (other than mileage)	At Cost

EXHIBIT D
TO MASTER SERVICES AGREEMENT NO. 18-13

SCHEDULE OF DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

The following duties, responsibilities, and limitations of authority may be incorporated in the Service Order for a Specific Project:

Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("**RPR**") to assist Engineer in observing progress and quality of the Work. The RPR shall provide full-time or part-time representation as indicated in the Service Order. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for PCCA against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of PCCA and the Contractor. RPR shall generally communicate with PCCA only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer and PCCA concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. *Liaison*

    a. Serve as Engineer's and PCCA's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

    b. Assist Engineer in serving as PCCA's liaison with Contractor when Contractor's operations affect PCCA's on-Site operations.

    c. Assist in obtaining from PCCA additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer and PCCA regarding such RFIs. Report to Engineer and PCCA when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's and PCCA's clarifications, interpretations, and decisions to Contractor. ,

7. *Shop Drawings and Samples*

    a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

    b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

    c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed* M*odifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer and PCCA. Transmit Engineer's and PCCA's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work*

    a. Report to Engineer and PCCA whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract

Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

b. Inform Engineer and PCCA of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer and PCCA for addressing such Work; and

c. Advise Engineer and PCCA of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups*

a. Consult with Engineer and PCCA in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate PCCA's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer and PCCA appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer and PCCA.

11. *Records*

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more

detail as in the case of observing test procedures; and send copies to Engineer and PCCA.

c. As requested by PCCA to Engineer, photograph or video work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Specific Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer and PCCA.

12. *Reports*

a. Furnish to Engineer and PCCA periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer and PCCA proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and PCCA copies of all inspection, test, and system start-up reports.

d. Immediately inform Engineer and PCCA of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to PCCA, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Construction Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Construction Contract Documents, and have these documents delivered to Engineer for review and forwarding to PCCA prior to payment for that part of the Work.

15. *Completion*:

a. Participate in Engineer's and PCCA's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's and PCCA's visit to the Site in the company of, PCCA, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer and PCCA concerning acceptance and issuance of the Notice of Acceptability of the Work (**Exhibit E**).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of PCCA or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer and/or PCCA.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

EXHIBIT E
TO MASTER SERVICES AGREEMENT NO. 18-13

NOTICE OF ACCEPTABILITY OF WORK

PROJECT TITLE:

PCCA PROJECT NUMBER:

MASTER SERVICES AGREEMENT NO.:

SERVICE ORDER NO.:

DATE OF CONSTRUCTION AGREEMENT:

DATE OF NOTICE

To: Port of Corpus Christi Authority (PCCA)

And To: *(Insert name of Contractor)* (Contractor)

From: *(Insert name of Engineer)* (Engineer)

The undersigned (Engineer) hereby gives notice to PCCA and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Construction Contract Documents and the terms and conditions set forth on the reverse side hereof. Engineer further recommends PCCA issue a Notice of Final Acceptance to the Contractor.

Engineer:_____

By:_____

Name:_____

Title:_____

Date:_____

(See Reverse Side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("**Notice**") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said notice and rely thereon agree:

1. Said Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. Said Notice reflects and is an expression of the professional judgment of Engineer.

3. Said Notice is given as to the best of Engineer's knowledge, information, and belief as of the date hereof.

4. Said Notice is based entirely on and expressly limited by the Scope of Services Engineer has been employed by PCCA to perform or furnish during construction of the Project (including observation of the Contractor's Work) under Engineer's Agreement with PCCA and under the Construction Contract referenced on the reverse hereof, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under Engineer's Agreement with PCCA and the Construction Contract referenced on the reverse hereof.

5. Said Notice affirms Contractor's performance under the Construction Contract referenced on the reverse hereof but is not an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents.

6. Said Notice affirms that the design of the Project complies with all City of Corpus Christi building codes regardless of whether or not the Project is located within the city limits of the City of Corpus Christi.

EXHIBIT F
TO MASTER SERVICES AGREEMENT NO. 18-13

AMENDMENT TO SERVICE ORDER NO. _____

1. Background Data:

a. Commencement Date of Service Order:

b. PCCA:

c. Engineer:

d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

a. Engineer shall perform the following Services: [ ]

b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Service Order and previous amendments, if any, is modified as follows: [ ]

c. The responsibilities of PCCA with respect to the Service Order are modified as follows: [ ]

d. For the additional services or the modifications to services set forth above, PCCA shall pay Engineer the following additional or modified compensation: [ ]

e. The schedule for rendering services under this Service Order is modified as follows: [ ]

f. Other portions of the Service Order (including previous amendments, if any) are modified as follows: [ ]

[List other Attachments, if any]

3. Service Order Summary (Reference only)

a.	Original Service Order amount:	$[ ]
b.	Net change for prior amendments:	$[ ]
c.	This amendment amount:	$[ ]
d.	Adjusted Service Order amount:	$[ ]

The foregoing Service Order Summary is for reference only and does not alter the terms of the Service Order.

PCCA and Engineer hereby agree to modify the above-referenced Service Order as set forth in this Amendment. All provisions of the Agreement and Service Order not modified by this or previous Amendments remain in effect. The effective date of this Amendment is _____.

PORT OF CORPUS CHRISTI AUTHORITY		ENGINEER:	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

SERVICE ORDER
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 18-13

PROJECT NAME: Channel Improvement Project Management Support
PROJECT NO.: 18-007A
SERVICE ORDER NO.: 1
COMMENCEMENT DATE: July 17, 2018

This Service Order is executed by and between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and Moffatt & Nichol ("**Engineer**"). PCCA and Engineer agree that all of the Services authorized by this Service Order shall be subject to the terms and conditions of PCCA's Master Services Agreement No. 18-13 between PCCA and Engineer, as amended ("**Agreement**"). Upon execution of this Service Order, the Agreement shall be incorporated into and be considered part of this Service Order as if set forth herein in its entirety. Any capitalized terms in this Service Order that are not defined herein shall have the meanings given to them in the Agreement. If there is any inconsistency between the terms of this Service Order and the terms of the Agreement, the terms of this Service Order will control.

Engineer will provide the Services described in the Services of Engineer below in connection with the Specific Project described below.

1. Description of Specific Project:

Engineer will perform Program and Project Management services to support execution of the Corpus Christi Ship Channel Improvement Project (CIP), currently under design and construction by the U.S. Army Corps of Engineers (USACE). Under this service order, Engineer will provide staff dedicated to ensuring that the USACE and the CIP moves forward on an expedited schedule with the goal of completing construction of the entire CIP by the end of 2021.

2. Services of Engineer (Scope of Services)

A. The specific services to be provided or furnished by Engineer under this Service Order are set forth in "Part 1—Services" of **Exhibit A**, "*Engineer's Services for Service Order*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

B. Resident Project Representative (RPR) Services:

Not Applicable

C. Designing to a Construction Cost Limit:

Not Applicable

D. Other Services:

Not Applicable

3. PCCA's Responsibilities

PCCA shall have those responsibilities set forth in Section 5.01 of the Agreement.

4. Service Order Schedule

In addition to any schedule provisions provided in **Exhibit A** or elsewhere, the parties shall meet the following schedule:

Service Order effective through December 31, 2021.

5. Method of Compensation

A. PCCA shall pay Engineer for services rendered under this Service Order using the Standard Hourly Rates with a Ceiling Price. Reimbursable Expenses are included in the Ceiling price.

B. If this is a Lump Sum Service Order, PCCA shall pay Engineer the following lump sum amount for the services described in this Service Order: Not Applicable. **In addition, PCCA shall reimburse Engineer for the following Named Reimbursable Expenses (if any):** Not Applicable**.**

C. If this is an Hourly Rates Service Order, the Ceiling Price for this Service Order is $400,000.

Description of Service	Amount
A1.01 General Program and Project Management Support	$300,000 est.
A1.02 Technical Reviews and Engineering Support	$ 75,000 est.
A1.03 Construction Phase Services	$ 25,000 est.
CEILING PRICE	$400,000

D. The terms of payment are set forth in Article 4 of the Agreement.

6. Consultants retained or that will be retained as of the Commencement Date of the Service Order:

TBD

7. Other Modifications to the Agreement or the Exhibits to the Agreement:

Not Applicable.

8. Exhibits or Attachments to this Service Order:

Not Applicable.

9. Documents (other than the Agreement) Incorporated by Reference:

Not Applicable.

10. Terms and Conditions

Execution of this Service Order by PCCA and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Service Order signed by PCCA.

[Signature page follows this page]

IN WITNESS WHEREOF, each Party has executed this Service Order effective for all purposes as of the Commencement Date.

PCCA:

Port of Corpus Christi Authority of Nueces County, Texas

By: _____

Name: Sean C. Strawbridge

Title: Chief Executive Officer

Date Signed: _____

Address for giving notice:
222 Power Street
Corpus Christi, Texas 78401
Attention: Director of Engineering Services

PCCA's Designated Representative:

David L. Krams, P.E.

Title: Director of Engineering Services

Phone Number: 361-885-6134

Facsimile Number: 361-881-5161

E-Mail Address: krams@pocca.com

Engineer:

Moffatt & Nichol

By: _____

Name: Jonathan E. Thomas

Title: Vice President

Date Signed: 07/10/2018

Address for giving notice:
1780 Hughes Landing Boulevard
Suite 575
The Woodlands, Texas 77380

Engineer's Designated Representative:

Jonathan E. Thomas, P.E.

Title: Vice President

Phone Number: 713-977-7372

Facsimile Number: 713-977-7379

E-Mail Address: jthomas@moffattnichol.com

EXHIBIT A
ENGINEER'S SERVICES FOR SERVICE ORDER

PART 1—SERVICES

The following services are to provide Program and Project Management services to support PCCA staff in the execution of the Corpus Christi Ship Channel Improvement Project (CIP), currently under design and construction by the U.S. Army Corps of Engineers (USACE).

Under this Service Order, Engineer will provide staff fully dedicated to ensuring that the USACE and the CIP moves forward on an expedited schedule with the goal of completing construction of the entire CIP by the end of 2021. The work will include working closely with the Project Development Team including PCCA staff and USACE staff from the Engineering (Geotechnical, Hydraulics & Hydrology, and Cost Estimation), Construction, Contracting, Operations & Navigation, Environmental, and Real Estate staff branches.

Services for these activities are described below.

A1.01 *General Program and Project Management Support*

A. Assist in the administrative functions of the CIP.

B. Act as a liaison with USACE staff.

C. Participate in and coordinate meetings with PCCA staff and USACE District staff.

D. Conduct regular visits to the USACE Galveston District Office, 1-2 times per week or as directed, to meet with key Project Development Team (PDT) members to monitor and ensure progress of design and contracting activities; identify schedule risks and identify opportunities to mitigate slippage in schedule***;*** identify opportunities to reduce length of project schedules and identify opportunities for the PCCA to perform in kind services.

E. Participate in biweekly PDT meetings at USACE District Office.

F. Regularly communicate and coordinate activities with PCCA staff.

G. Attend monthly meetings at Port of Corpus Christi Offices to review activities and progress.

H. Prepare weekly reports, meeting notes, and other documentation as directed.

I. Prepare presentations, maps and exhibits as directed.

J. At the direction of PCCA, Engineer will present updates on CIP to the Port Commission, PCCA staff, and other entities.

K. Review policies, procedures, guidance documents and operational requirements to

implement the CIP and make recommendations for revisions, improvements and/or optimizations as it relates to the overall program management and optimization of the CIP.

A1.02 ***Technical Reviews and Engineering Support***

A. Provide technical review and recommendations for plans, drawings, designs, specifications, construction work plans and construction inspection protocols. Engineer will provide additional feedback to PCCA on potential risks and opportunities to optimize the design(s) and schedule and cost.

B. Review construction cost estimates provided by USACE. Engineer will provide memo, advise PCCA on their findings, and make recommendations to PCCA.

A1.03 ***Construction Phase Services***

A. Attend construction meetings and perform construction site visits, as directed by PCCA, to review construction progress, review and document construction activities relative to the requirements of the Contract Documents and prepare progress reports summarizing construction activities and progress.

PART 2—OTHER SERVICES. Not Applicable.

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: David L. Krams, P.E.
Director of Engineering Services
Krams@pocca.com
(361) 885-6134

ANTICIPATED STAFF PRESENTER: Carlos Martinez, P.E.
Senior Design Engineer

Approve Service Order No. 2 in the Amount of $764,190 with Lanier & Associates Consulting Engineers, Inc., under Master Services Agreement No. 18-01, for Engineering Services associated with the Final Design of New Oil Dock 20.

SUMMARY: Staff recommends approval of the attached Service Order No. 2, under Master Services Agreement 18-01, with Lanier & Associates Consulting Engineers, Inc. (Lanier) in an amount of $764,190 to provide engineering services to prepare the final design and contract documents for the construction of the New Oil Dock 20.

BACKGROUND: Per the terms of PCCA's Lease Agreement (Lease) with Maverick Terminals Corpus, LLC to develop a petroleum liquids terminal on the north side of the ship channel just east of Bulk Dock 3 (see attached map exhibit), the PCCA is required to engage the services of a design engineer to complete the design of a new Oil Dock 20 to potentially be constructed on the Lease premises. The proposed Oil Dock 20 will generally include a marine dock platform with a 1,100-foot long berth, breasting structures, mooring structures, shore protection, and a parking area. Maverick Terminals will be required to provide all necessary piping, storage, loading arms and equipment, and other materials and supplies required to operate the facility.

In January 2018, the Commission approved a Service Order with Lanier in the amount of $79,600 for the Phase I Initial Study and Cost Estimate. With this preliminary work nearly complete, staff has negotiated a scope of work and cost for Service Order No. 2 with Lanier to finalize the design, prepare bid documents, and provide limited services during the bidding and construction phases of the project.

The final design will include geotechnical borings and laboratory analyses, detailed design of the dock platform, slip dredging, mooring and breasting structures, shoreline protection, and parking improvements. The dock facility will be able to accommodate various vessels from inland barges up to and including a Suezmax ship. In addition, the

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facility will provide a dock house and parking area. The plans, specifications, and contract documents are anticipated to be complete by February, 2019.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: The project conforms to the PCCA's Strategic Plan (Strategic Goal #2 – Provide Facilities and Services to Meet Customer Needs, Strategic Objective #2B – Provide Public Docks and Support Private Facilities to Facilitate Maritime and Industrial Development).

EMERGENCY: Although this is not an emergency action, the terms of the Lease require this work to be performed early within the initial term of the Lease.

FINANCIAL IMPACT: The 2018 Engineering budget included $2,250,000 this year for this project. The cost to design the proposed dock facilities will be cost-shared equally with Maverick Terminals per the provisions included in the lease agreement.

STAFF RECOMMENDATION: Staff recommends approval of the attached Service Order No. 2 in the amount of $764,190, to provide engineering services for preparing the final design and contract documents for the construction of the New Oil Dock 20. With the approval of this Service Order No. 2, the amount of awarded Service Orders under Master Services Agreement No. 18-01 will total $843,790.

DEPARTMENTAL CLEARANCES:

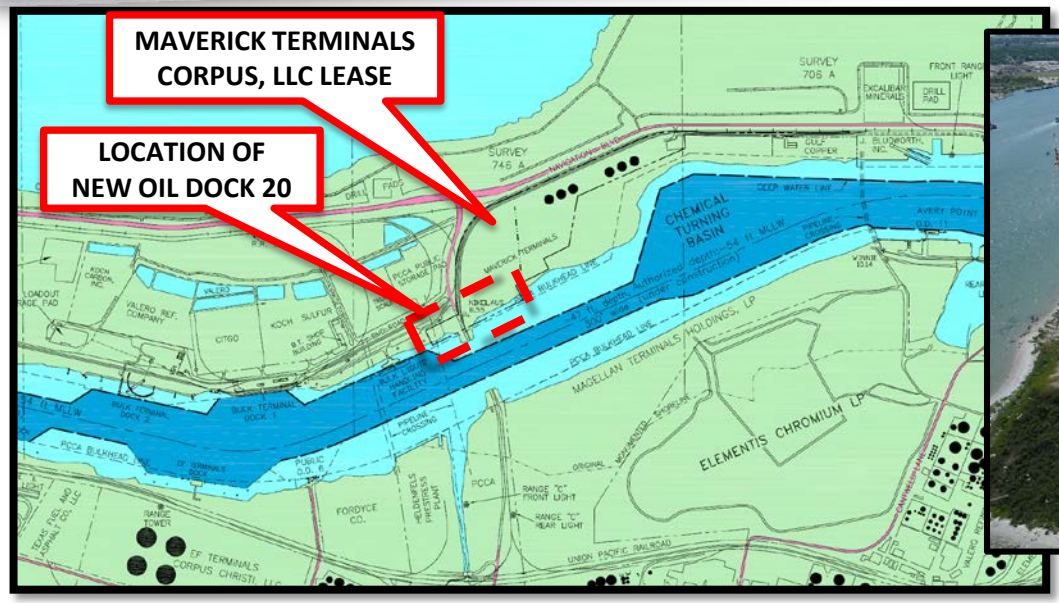
Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Natasha Fudge
	Carlos Martinez
Legal	Staff used PCCA's standard Service Order template
Senior Staff	John LaRue
	Sean Strawbridge
	Dennis DeVries

LIST OF SUPPORTING DOCUMENTS:

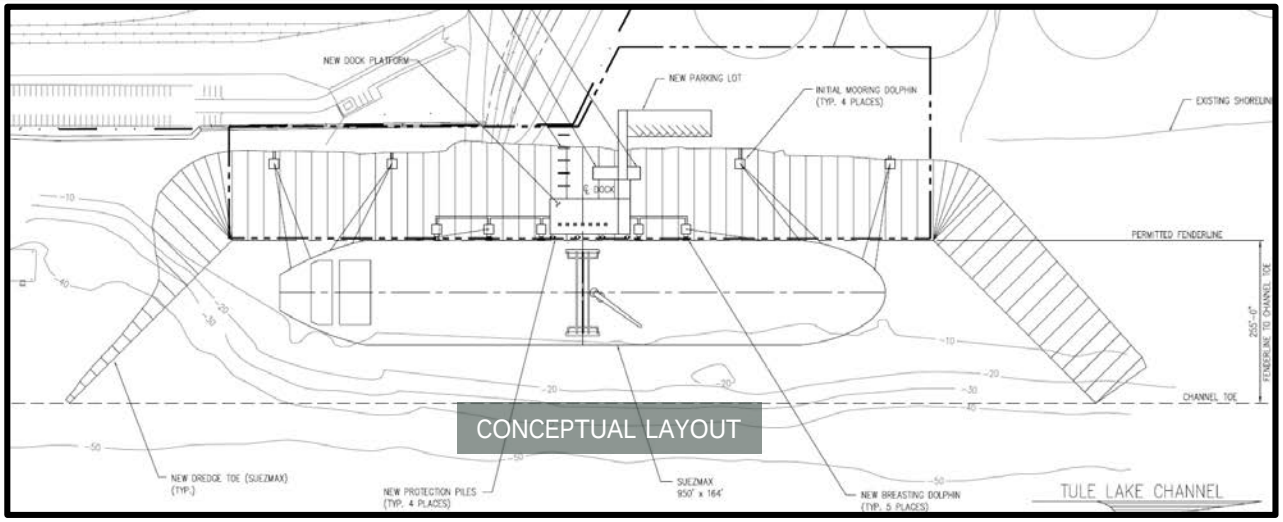
Map Exhibit
Service Order No. 2

PORT CORPUS CHRISTI®
Moving America's Energy

New Oil Dock 20







CONCEPTUAL LAYOUT

SERVICE ORDER
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 18-01

PROJECT NAME: New Oil Dock 20 – Final Design
PROJECT NO. 17-020A
SERVICE ORDER NO. 2
COMMENCEMENT DATE: July 17, 2018

This Service Order is executed by and between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and Lanier & Associates Consulting Engineers, Inc. ("**Engineer**"). PCCA and Engineer agree that all of the Services authorized by this Service Order shall be subject to the terms and conditions of PCCA's Master Services Agreement No. 18-01 between PCCA and Engineer, as amended ("**Agreement**"). Upon execution of this Service Order, the Agreement shall be incorporated into and be considered part of this Service Order as if set forth herein in its entirety. Any capitalized terms in this Service Order that are not defined herein shall have the meanings given to them in the Agreement. If there is any inconsistency between the terms of this Service Order and the terms of the Agreement, the terms of this Service Order will control.

Engineer will provide the Services described in the Services of Engineer below in connection with the Specific Project described below.

1. Description of Specific Project:

The PCCA has entered into a lease with a Customer for the development of a 48-acre site in the Inner harbor that includes the possible construction of a new marine oil dock to support the loading and unloading of crude and petroleum products. The dock will be designed to accommodate loading arms, piping and equipment; dredging of a berth to accommodate various vessels from inland barges up to and including a Suezmax ship; breasting and mooring structures; parking and lighting; and associated equipment. Engineer has commenced Phase I Initial Study and Cost Estimate and will prepare final construction plans for Oil Dock 20 dock and berth based on the preliminary concrete dock option layout and cost estimate.

2. Services of Engineer (Scope of Services)

A. The specific services to be provided or furnished by Engineer under this Service Order are set forth in "Part 1—Services" of **Exhibit A**, "*Engineer's Services for Service Order*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

B. Resident Project Representative (RPR) Services: Not Applicable

C. Designing to a Construction Cost Limit: Not Applicable

D. Other Services: Not Applicable

3. PCCA's Responsibilities

PCCA shall have those responsibilities set forth in Section 5.01 of the Agreement.

4. Service Order Schedule

In addition to any schedule provisions provided in **Exhibit A** or elsewhere, the parties shall meet the following schedule:

Party	**Action**	**Schedule**
Engineer	30% Design deliverables to PCCA.	By August 31, 2018.
PCCA	Submit comments regarding the 30% Design documents to Engineer.	Within 5 days of the receipt of the 30% Design deliverables from Engineer.
Engineer	60% Design deliverables to PCCA.	By October 19, 2018.
PCCA	Submit comments regarding the 60% Design documents to Engineer.	Within 5 days of the receipt of the 60% Design documents.
Engineer	90% Design deliverables to PCCA.	By December 14, 2018.
PCCA	Submit comments regarding the 90% Design documents to Engineer.	Within 5 days of the receipt of the 90% Design documents.
Engineer	Final Drawings and Specifications to PCCA.	By January 31, 2019.
PCCA	Submit comments and instructions regarding the final Drawings and Specifications to Engineer.	Within 5 days of the receipt of the final Drawings and Specifications.
Engineer	Final Signed and Sealed Design Phase deliverables to PCCA.	Within 2 days of the receipt of PCCA's comments and instructions regarding the final Drawings and Specifications.

Should PCCA not return comments and/or instructions in the time listed in the schedule, the Engineer's schedule for subsequent items will be extended by the same number of days by which PCCA comments or instructions exceed the scheduled review with no further recourse by the Engineer against PCCA.

5. Method of Compensation

A. PCCA shall pay Engineer for services rendered under this Service Order using the Standard Hourly Rates with a Ceiling Price. Reimbursable Expenses are included in the Ceiling price.

B. If this is a Lump Sum Service Order, PCCA shall pay Engineer the following lump sum amount for the services described in this Service Order: Not Applicable. **In addition, PCCA shall reimburse Engineer for the following Named Reimbursable Expenses (if any):** Not Applicable**.**

C. If this is an Hourly Rates Service Order, the Ceiling Price for this Service Order is $727,800 plus 5% contingency only as approved by PCCA staff.

Description of Service	Amount
Final Design Phase, Bidding, and Negotiating Phase *(A1.03 and A1.04 of Exhibit A)*	$727,800
CEILING PRICE	**$727,800**
5% Contingency with PCCA Staff Approval	*$ 36,390*
TOTAL SERVICE ORDER	**$764,190**

D. The terms of payment are set forth in Article 4 of the Agreement.

6. Consultants retained or that will be retained as of the Commencement Date of the Service Order:

TBD

7. Other Modifications to the Agreement or the Exhibits to the Agreement:

Not Applicable.

8. Exhibits or Attachments to this Service Order:

Not Applicable.

9. Documents (other than the Agreement) Incorporated by Reference:

Not Applicable.

10. Terms and Conditions

Execution of this Service Order by PCCA and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Service Order signed by PCCA.

[Signature page follows this page]

IN WITNESS WHEREOF, each Party has executed this Service Order effective for all purposes as of the Commencement Date.

PCCA:

Port of Corpus Christi Authority

By: _____

Name: Sean C. Strawbridge

Title: Chief Executive Officer

Date Signed: _____

Address for giving notice:
222 Power Street
Corpus Christi, Texas 78401
Attention: Director of Engineering Services

PCCA's Designated Representative:

David L. Krams, P.E.

Title: Director of Engineering Services

Phone Number: 361-885-6134

Facsimile Number: 361-881-5161

E-Mail Address: krams@pocca.com

Engineer:

Lanier & Associates Consulting Engineers, Inc.

By: _____

Name: Richard Mestayer, P.E.

Title: Engineering Manager Civil/Structural

Date Signed: 07-09-2018

Address for giving notice:
4101 Magazine Street
New Orleans, LA 70115

Engineer's Designated Representative:

Karen Landry

Title: Chief Financial Officer

Phone Number: 504.895.0368

Facsimile Number: 504.895.0566

E-Mail Address: klandry@lanier-engineers.com

EXHIBIT A
ENGINEER'S SERVICES FOR SERVICE ORDER

PART 1—SERVICES

A1.01 ***Study and Report Phase Services. Not applicable.***

A1.02 ***Preliminary Design Phase. Not applicable.***

A1.03 ***Final Design Phase.***

A. Engineer shall provide the following Final Design Phase services, consistent with the design criteria in the Lease Agreement between the PCCA and Customer:

1. ***Project Management.*** General project management duties such as status reporting, scheduling of manpower and project deliverables, subcontractor administration and coordination, staff assignments, internal coordination meetings, deliverables and quality control. Prepare minutes from meetings, conferences and conference calls pertaining to Engineer's design efforts.

2. ***Geotechnical Investigation.*** Perform a geotechnical investigation along the existing shoreline. Two (2) borings will be drilled to a depth of (-) 200 feet MLLW and two (2) will be drilled to a depth of (-) 100 feet MLLW. The test borings will be performed using conventional highland buggy-mounted drilling equipment. Geotechnical drilling, sampling and grouting will be performed in accordance with ASTM International standards. Selected samples from the test borings will be used for geotechnical laboratory testing in accordance with ASTM International Standards. Engineering analyses will be conducted utilizing information from the field program and laboratory testing services performed for the project. Geotechnical design and construction recommendations for the proposed new Oil Dock 20 will be provided. The results and findings will be compiled into a final, written report. The report will also include dredge slope stability analyses for a 2.5:1 slope and a 2:1 slope.

3. ***Dredging Plans for Oil Dock 20 Berth.*** A new hydrographic survey will be performed to obtain the necessary bathymetric surveying information for dredging. The Engineer will determine the extent and volume of necessary dredging for this project based on this bathymetric surveying information. Dredging plans and information will be provided to PCCA for use in addressing regulatory requirements and used for the contract plans and construction documents. Since the timing of the proposed dredging activities relative to the authorization of the channel deepening project is unknown, two (2) dredge packages will be prepared for use. The first will include dredging to match the existing channel depth of (-) 47' MLLW. The second will include a dredge plan for the future authorized dredge depth of (-) 54' MLLW. Both dredge designs shall include 4' advanced maintenance, plus 2' allowable over dredge. The limit of the dredging will be from the breasting line towards the shore and from the breasting line to the channel's edge. The length will be based upon a 950' LOA

Suezmax tanker.

4. ***Oil Dock 20 Dock Design.*** Engineer will design the dock, and breasting and mooring structures. The dock will be designed with a loading platform capable of accommodating deep draft vessels as well as inland barges. The dock will be supplemented by independent mooring/breasting structures that will be designed with barge fenders and barge mooring points. A Passing Vessel Analysis consisting of a moored Suezmax ship will also be performed. A single passing vessel will be considered in the analysis that is deemed to be representative of the largest vessel currently operating past the planned ship dock. The local pilots will be consulted to confirm the passing vessel assumptions along with a range of passing vessel speeds that they would typically observe in the relevant section of the channel for use in the analysis. The following two dredge basin cases will be analyzed: 1) current authorized channel depth of (-) 47' MLLW, and 2) future authorized channel depth of (-) 54' MLLW. The following two dolphin configurations will be analyzed: 1) four (4) mooring dolphins, 2) six (6) mooring dolphins.

    a. Develop a general construction methodology and sequencing to allow constructability of the facility;

    b. Design a dock capable of using seven (7) loading arms (12-inch up to 16-inch diameter), a dock crane, and a portable ship gangway.

    c. Design a dock fender system and provide performance criteria for loads applied by ship and barge mooring and berthing.

    d. Design dock structure and mooring/breasting structures for the future (-) 60' MLLW basin depth.

    e. Design a mooring system with Quick Release Hooks to accommodate a laden Suezmax vessel for the future deep draft.

    f. Design a vehicular approachway and abutment.

    g. Design a firewater pump support platform.

    h. Create an arrangement layout and design specifications for a pre-manufactured dock house building.

    i. Design a dock house support platform.

    j. Design access walkways, stairs, and ladders.

    k. Create an arrangement layout and design specifications for a permanent barge access gangway system.

    l. Design the following mechanical items: dock house potable water service, vessel potable water service, dock house septic system, dock sump tank.

5. ***Shoreline Protection.*** The type of shoreline protection will be determined after soil stability analysis: mechanically connected concrete revetment mats or steel sheet pile bulkhead, or combination of both.

6. ***Fencing, Road Realignment, and Parking Lot Design.*** Security fencing will be included along the shoreline for the length of the marine lease area. Due to the top of the dredge prism encroaching across the existing aggregate access road, the existing roadway may need to be realigned. Also a 50 x 50 foot parking lot will be designed. Lighting for the parking area will be included in the design.

7. ***Technical Specifications and Front-end Documents.*** Prepare technical specifications for materials, installation requirements, and quality control. Technical specifications will cover material and other project specific requirements not presented on the drawings. Front-end specification templates will be provided by PCCA for Engineer's use and preparation.

8. ***Drawing Development.*** Develop a set of construction plans for the project. PCCA CAD standards will be used throughout, unless otherwise directed. It is estimated that approximately 60 drawings will be produced for this project. The drawings will be presented in an 11x17 format.

9. Prepare an Opinion of Probable Construction Cost for Oil Dock 20 Dock and Berth for each submittal deliverable.

10. Meetings consist of the kickoff meeting, monthly progress meetings with Customer, and submittal review meetings with Customer. They are to be held at the PCCA offices. The kickoff meeting and up to five (5) progress meetings are anticipated to be two (2) hours duration. Engineer has scheduled three (3) plan review meetings at the 30%, 60%, and 90% submittals. Engineer is aware that Customer will be provided opportunity to review all documents prepared by Engineer and PCCA, and Customer will consult with Engineer in the preparation of such documents.

    Engineer is aware that final construction plans and specifications for dock and berth will be approved in writing by Customer and PCCA prior to seeking bids.

Engineer's Deliverables	
Submittal	Remarks
30% Design Submittal	PDF and AutoCAD copies of the drawings and specifications at the 30% completion stage. The drawings will include layouts, plans, elevations and limited details. The specifications will include the table of contents for the technical sections required for the project. The purpose of this submittal is to allow the PCCA to perform an internal review of the work in progress and provide comments and/or recommendations. One copy will be submitted via email.
60% Drawings and Specifications	PDF and AutoCAD copies of the drawings and specifications and the opinion of probable construction cost at the 60% completion stage. The drawings will include layouts, plans, elevations and limited details. The specifications will include the table of contents for the technical sections required for the project. The purpose of

	this submittal is to allow the owner to perform an internal review of the work in progress and provide comments and/or recommendations. One copy will be submittal via email.
90% Drawings and Specifications	PDF and AutoCAD copies of the drawings and specifications at the 90% completion stage. The drawings, specifications and updated opinion of probable construction cost will be submitted for the PCCA review and comment. The purpose of this submittal is to allow the owner to perform a final internal review of the work before finalizing the contract documents. One copy will be submitted via email.
Final Drawings and Specifications	PDF and AutoCAD copies of signed and sealed drawings, and technical and front-end specifications. The specifications will be submitted in .pdf and MSWord formats. Submittal will be via email. In addition, one hard copy set and one DVD will be hand delivered to the PCCA at 222 Power Street, Corpus Christi, TX 78401.
Geotechnical Report	One copy of the final geotechnical report. Submittal to PCCA will be via email.
Bid Phase Contract Items	Issue of necessary Contract addenda and responses to questions and inquiries during the bid phase will be provided in electronic PDF format via e-mail.

A1.04 ***Bidding or Negotiating Phase.***

A. Engineer shall provide the following Bid Phase services:

1. Assist the PCCA in advertising for and soliciting bids for the work, and attend pre-bid conferences;

2. Prepare contract addenda as appropriate to clarify, correct, or change the bid documents; provide updated AutoCAD and PDFs for construction documents incorporating any addenda items;

3. Determine the acceptability of substitute materials and equipment proposed during the bidding or negotiating phase when substitution prior to award of the contract is allowed by the bid documents;

4. Attend the bid opening and consult with PCCA in comparison and tabulation of bids.

A1.05 ***Construction Phase. Not Applicable***

A1.06 ***Post-Construction Phase. Not Applicable***

A1.07 ***Commissioning Phase. Not Applicable***

PART 2—OTHER SERVICES. Not Applicable.

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: Sarah L. Garza, Director of Environmental Planning & Compliance
sarah@pocca.com
(361) 885-6163

Award a Services Provider Services Contract to DRC Emergency Services, LLC, the Best Proposer Based on Proposals Received on June 5, 2018, For Debris Management Services.

SUMMARY: Staff requests approval to award DRC Emergency Services, LLC (DRC) with a Services Provider Services Contract, which is an indefinite deliverable/indefinite quantity contract, to conduct Debris Management Services for a two (2) year term. Services include, but are not limited to, large-scale debris removal, separation, storage, processing, transportation and disposal, managing and operating Debris Management Sites (DMS), demolition and demolition debris removal, hazardous waste handling, tree trimming, stump grinding and removal, marine salvage operations, waterway debris clearing, sand removal from roads, streets and rights-of-way, storm water system clean out, emergency berm construction, provision of ice, water and generators, project management assistance, and assistance with Federal and State reporting and reimbursement efforts. This also qualifies as a pre-event contract for debris generating events.

BACKGROUND: On May 19, 2018, a Request for Proposals was issued for Debris Management Services. DRC was chosen out of four proposers due their qualifications, expertise, safety performance record, and fee proposal.

Initially, this contract will be utilized to remove and dispose of marine debris generated by Hurricane Harvey. A marine debris survey was completed during the damage assessments and identified approximately 1,060 cubic yards of marine debris on Port Authority property and not within the Federal channel that needs to be removed. The scope of this work is expected to be approximately $148,930, including landfill fees. This amount is reimbursable under FEMA at a 90% reimbursement rate. Additionally, DRC may also conduct demolition of any remaining structures that were destroyed or significantly damaged during Hurricane Harvey at an estimated cost of $450 per hour per crew. DRC will also assist the Port Authority with FEMA reimbursement for “eligible” work.

The other primary function of this contract will be to retain DRC on standby to immediately respond to a disaster, primarily a hurricane, to assist with or to conduct total management of debris.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: Conforms to Strategic Goal #3 (Sustain Productive Stakeholder Relationships), Strategic Objective3B (Operate the Port's Facilities in a Safe, Secure, and Efficient Manner), Action Item 1a (Assure/ensure the security of Port property, port personnel, and the port waterways serving port Authority owned facilities).

EMERGENCY: Hurricane season began June 1st. It is vital for the Port Authority to have a Debris Management Services contractor readily available to immediately respond to such an event as Hurricane Harvey. Removal and disposal of Hurricane Harvey marine debris operations should be initiated as soon as possible after award of the contract. This will allow for application of FEMA reimbursement of this work.

FINANCIAL IMPACT: The initial marine debris removal work will be billed at a Unit Price per cubic yard to the Port Authority and be eligible for FEMA reimbursement with a 90/10 cost share. It is expected the total amount for this scope of work will be approximately $148,930 and the Port will be reimbursed an amount of $134,037 from FEMA. This contract is also intended to remain in place as a pre-event contract, with no immediate costs to the Port Authority after the completion of the Harvey-related projects. However, it is expected that any further work conducted under this contract will also have the same 90/10 reimbursement cost share with FEMA.

STAFF RECOMMENDATION: Staff recommends award of a Services Provider Services Contract to DRC Emergency Services, LLC for Debris Management Services for indefinite deliverable/indefinite quantity for a two (2) year term.

DEPARTMENTAL CLEARANCES:

Originating Department	Environmental Planning & Compliance
Reviewed & Approved	Sarah Garza
	Neal Kunkel
	Danielle Hale
	Javier Davila
	Dan Koesema
	Donna James-Spruce
Legal	Used Consulting Services Template
Senior Staff	John LaRue
	Sean Strawbridge

LIST OF SUPPORTING DOCUMENTS:

Service Provider Services Contract with DRC Emergency Services, LLC.
Map of Hurricane Harvey Damage – Marine Debris
Map of Hurricane Harvey Damaged Facilities – Former Texas Treasure

SERVICE PROVIDER SERVICES CONTRACT

THIS CONTRACT (the "Contract") is made and entered into effective as of the 17th day of July, 2018 ("Effective Date") by and between the Port of Corpus Christi Authority of Nueces County, Texas ("Authority"), and DRC Emergency Services, LLC ("Service Provider"), each a "Party" and collectively as "Parties".

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. CONTRACT: Authority hereby engages the Service Provider and the Service Provider hereby accepts its engagement for the purpose of providing to Authority the consulting services ("Services") as are generally described in the "Scope of Services" set forth in Exhibit A to this Contract which is incorporated herein by reference.

2. PERIOD OF SERVICE: The Service Provider shall complete the Services on or before August 31, 2020 (the "Deadline"), unless the Authority agrees to extend the Deadline for good reason; provided, however, that the Authority may terminate this Contract at any time in accordance with Section 14. Time is of the essence in performance of this Contract. There will be no obligation established between Authority and the Service Provider for performance of the Services until Authority provides the Service Provider execution of this Contract and receipt by the Authority of appropriate Certificates of Insurance and other documentation as may be required herein. The term of this Contract ("Term") shall begin on the Effective Date and shall end on the first to occur of the following: (1) the Deadline, as the same may have been extended by the Authority, (2) the date on which, in the opinion of Authority, all of the Services have been rendered, (3) the date on which this Contract is terminated by the Authority pursuant to Section 14, or (4) the date on which this Contract is terminated by the Service Provider pursuant to Section 14.

3. COORDINATION OF SERVICES BY AUTHORITY: Authority shall designate a Project Representative who will, on behalf of Authority, coordinate with the Service Provider and administer this Contract. It shall be the responsibility of the Service Provider to coordinate all assignment-related activities with the Project Representative.

For the purposes of this Contract, the Project Representative shall be:

Sarah L. Garza, Director of Environmental Planning & Compliance
222 Power Street, Corpus Christi, Texas 78401
Office – (361) 885-6163
Email – sarah@pocca.com

Authority may change the Project Representative at any time by giving the Service Provider written notice of such change.

4. NOTICES: Notices, demands, requests or other formal communication related to the Contract shall be deemed to have been given when received, whether delivered personally or mailed. E-mail communications may be considered as formal notification provided the e-mail message states the message is intended as a formal notice and the receiving Party acknowledges receipt of the message as a formal notification. Notices shall be addressed as follows:

If to the Authority:
Sean Strawbridge
Chief Executive Officer
Port of Corpus Christi Authority
222 Power Street
Corpus Christi, Texas 78401
E-mail: sstrawbridge@pocca.com

If to the Service Provider:
Lisa Garcia
Contracts Manager
110 Veterans Blvd., Suite 515,
Metairie, LA 70005
E-mail: lgarcia@drcusa.com

Either Party may change the mailing or E-mail address for notifications by providing written notice of such change to the other Party.

5. CHANGES: This Contract may be changed or modified at the request of either the or the Authority, provided both Parties agree to the requested change, and a written amendment or modification of this Contract is prepared and executed by the Parties.

6. SERVICE PROVIDER'S RESPONSIBILITIES: In addition to all other obligations contained herein, the Service Provider agrees, warrants, and represents that:

6.1 The Service Provider will furnish all material, equipment, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services, except as otherwise mutually agreed by the Parties;

6.2 The Service Provider shall perform the Services with the professional skill and care ordinarily provided by competent service providers practicing in the same or similar locality and under the same or similar circumstances and professional license;

6.3 The Service Provider will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of Services;

6.4 The Service Provider is not and will not be bound by any agreement and has not assumed nor will assume any obligation which would, in any way, restrict its ability to perform the Services or be inconsistent with the Services;

6.5 In performing the Services, the Service Provider will not use any third party's confidential or propriety information, or infringe the rights of another party, nor will the Service Provider disclose to the Authority, or bring onto the Authority's premises, or induce the Authority to use any third party's confidential or proprietary information;

6.6 The Service Provider does not have the authority to act for the Authority, bind the Authority in any respect, or incur any debts or liabilities in the name of or on behalf of the Authority, except as otherwise expressly authorized in writing by the Authority;

6.7 Service Provider is an independent contractor for the performance of his duties under this Contract. Accordingly, the Service Provider shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Service Provider's activities in accordance with this Contract. Service Provider is responsible for payment of the compensation, including any withholding, Social Security, or other taxes on such compensation, of any subcontractors retained by Service Provider, or Service Provider's employees performing Services consistent with its status as an independent contractor and in compliance with all applicable laws and regulations;

6.8 Service Provider has and hereby retains full control of any supervision over the Service Provider's obligations hereunder and over any persons employed or subcontracted by the Service Provider for performing Services hereunder;

6.9 Service Provider will in no way be considered an agent, partner, joint venturer, or employee of Authority at any time during the Term. Service Provider will not undertake to commit Authority to any course of action in relation to a third party unless expressly requested and authorized to do so by the Authority in writing.

6.10 As of the Effective Date and at all times while providing Services hereunder, the Service Provider shall possess and maintain in good standing any and all licenses or other authorizations and approvals necessary to perform the Services.

7. COMPENSATION: The compensation to be paid Service Provider for providing the Services will be the compensation described in Exhibit B hereto, which is incorporated herein by reference. The Authority does not guarantee any minimum or maximum quantities, any range of quantities, or the exact quantities shown for each item of the Contract, and the quantities of debris needing management cannot be identified at this time.

8. INVOICE PROCEDURE AND PAYMENT: Service Provider shall submit invoices monthly to the Authority for work performed during the preceding calendar month. Such invoices shall be due and payable by Authority on or before thirty (30) days from receipt by Authority. Monthly compensation will be for the Services actually performed during the billing period, invoiced in accordance with the Fee Schedule included in Exhibit B. Invoices shall also describe any work performed by subcontractors retained by Service Provider and reimbursable costs. Service Provider will provide sufficient detail with each invoice to substantiate the requested amount of monthly payment. At the Authority's request, Service Provider will provide additional backup such as signed time sheets, invoices for materials and subcontracted service or

other documentation sufficient to establish the accuracy of the invoices. Invoices are to be submitted in a format previously approved by Authority.

9. INSURANCE: Service Provider shall procure and maintain at its sole expense, for as long as Service Provider is obligated to provide Services under this Contract, the policies of insurance described in Exhibit C attached hereto and in at least the minimum amounts specified in Exhibit C to protect Service Provider from claims which may arise out of or result from Service Provider's Services pursuant to this Contract, whether such operations be by Service Provider, by any subcontractor of Service Provider, by anyone directly or indirectly employed by Service Provider or Service Provider's subcontractor, or by anyone for whose acts Service Provider or Service Provider's subcontractor may be liable. At least five (5) days prior to execution of this Contract, Service Provider will provide to Authority's Risk Program Manager certificates of insurance issued by each insurance company providing any of the required insurance coverage, and the text entered in each certificate must be acceptable to Authority. The requirement to provide acceptable certificates of insurance is a material condition of this Contract, and work under this Contract will not commence until certificates of insurance have been received, reviewed, and accepted by Authority. The minimum limits of liability and coverage for the insurance required are set forth in Exhibit C attached hereto, which is incorporated herein by reference.

10. INDEMNIFICATION AND RELEASE. Service Provider hereby releases and discharges Authority and its agents, servants, representatives, employees, officers, directors, and Port Commissioners (collectively, the "Authority Parties") from liability for and assumes the risk of loss or damage to the property of Service Provider and the injury or death of any person employed by Service Provider. Service Provider shall defend, indemnify and hold harmless the Authority Parties from and against all damages, losses, costs and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim but only to the extent caused by the negligent acts, errors, or omissions of the Service Provider, its employees, agents, or subcontracted Service Providers, or others for whom the Service Provider is legally liable, in the performance of Services under this Contract. The Service Provider is not obligated under this paragraph to indemnify the Authority Parties for the negligent acts of the Authority Parties.

Service Provider shall defend, indemnify and hold harmless the Authority Parties from and against all damages, losses, costs and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim arising out of a violation of any environmental law or regulation in effect during the Term of the Contract by the Service Provider, its employees, agents, or subcontracted Service Providers, or others for whom the Service Provider is legally liable, in the performance of Services under this Contract. The Service Provider is not obligated under this paragraph to indemnify the Authority Parties for the negligent acts of the Authority Parties.

Service Provider's indemnity obligations under this Section 10 shall not be limited by a limitation on the amount or type of damages, compensation or benefits owed by Service Provider to any employee of Service Provider under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The obligations of the Service Provider under this Section 10 shall survive the end of the Term of the Contract.

11. LIMITATION OF LIABILITY: Except as otherwise expressly provided herein, neither Party shall be liable or responsible to the other Party for any indirect, incidental or consequential loss or damage of any nature whatsoever (including, but not limited to, contract, negligence or tort liability) of the other Party, including without limitation, any actual or anticipated profits, loss of time, inconvenience, commercial loss or any other damages, even if the Party has advance notice of the possibility of such damages.

12. DISCLOSURE OF INTERESTED PARTITES: Service Provider will comply with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas Ethics Commission Rules by preparing a Texas Form 1295, "Certificate of Interested Parties" and submitting the signed form to Authority at the time Service Provider submits the signed contract to Authority. This provision will only apply to contracts approved by the Port of Corpus Christi Authority Port Commission.

13. ASSIGNMENT: Neither Authority nor Service Provider will assign or transfer its interest in this Contract without the written consent of the other.

14. SUSPENSION OR TERMINATION: Authority may suspend or terminate this Contract for convenience with seven (7) days prior written notice to Service Provider of such action. Upon termination of this Contract in accordance with this paragraph, Authority will have no further obligation to the Service Provider hereunder except to pay the Service Provider unpaid fees and expenses which the Service Provider can reasonably show to have been earned under this Contract. **Under no circumstances may Service Provider claim or recover consequential damages from Authority.**

In the event of suspension of Services, the Service Provider shall resume the full performance of the Services when directed in writing to do so by Authority. Suspension of the Services for reasons other than the Service Provider's negligence or failure to perform shall not affect the Service Provider's compensation as provided for in this Contract. The schedule for performance of the Services shall be amended by a mutually agreed, written modification to this Contract to reflect the suspension.

Either Party may terminate this Contract by giving written notice to the other Party if the other Party ("Defaulting Party"): (a) materially breaches any term, condition or provision of this Contract and fails to cure the breach to the satisfaction of the notifying Party within ten (10) days after the Defaulting Party receives a written notice of the breach from the notifying Party, or (b) becomes the subject of any proceedings under state or federal law for the relief of debtors or otherwise becomes insolvent, or bankrupt, or makes any assignments for the benefit of one or more creditors.

15. DISPUTES: Each Party agrees that any dispute between the Parties relating to this Contract will first be submitted in writing to a panel of two senior executives of the Authority and Service Provider, who shall promptly meet and confer in an effort to resolve such dispute through good faith consultation and negotiation. Each Party's executive shall be identified by notice to the other Party, and may be changed at any time thereafter also by notice to the other. Any decisions of the executives will be final and binding on the Parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either Party may then refer such dispute to mediation.

If the Parties refer to mediation any controversy or claim arising out of or relating to this Contract or the existence, validity, breach or termination thereof, whether during or after its term, they shall select a mutually acceptable mediator within forty-five (45) days thereafter. Neither Party shall unreasonably withhold consent to the selection of a mediator. The Parties shall share equally the costs of mediation. If the Parties agree, they may substitute other forms of alternative dispute resolution. Any mediation shall not extend beyond thirty (30) days after the appointment of the mediator, and should the Parties fail to resolve any dispute by mediation within such 30-day period, the Parties shall have all rights available at law or in equity.

16. ATTORNEY'S FEES, DEFAULT: In the event Service Provider or Authority breach any of the terms of this Contract and the Party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting Party agrees to pay reasonable attorney's fees and costs incurred by the prevailing Party.

17. STAFFING: Service Provider will designate in writing to Authority its project representative, and the manner in which it will provide staff support for the project, which must be approved by Authority. Service Provider must notify Authority's Project Representative of any change in personnel assigned to perform work under this Contract, and the Authority's Project Representative has the right to reject the person or persons assigned to fill the position or positions. The Authority's Project Representative shall also have the right to require the removal of the Service Provider's previously assigned personnel, including Service Provider's project representative, provided sufficient cause for such removal exists. The criteria for requesting removal of an individual will be based on, but not limited to, the following: technical incompetence, inability to meet the position's qualifications, failure to perform, poor attendance, ethics violation, unsafe work habits, or damage to Authority or other property. Upon notice for removal, Service Provider shall replace such personnel with personnel substantially equal in ability and qualifications for the positions and shall submit the proposed replacement personnel qualification and abilities to the Authority, in writing, for approval.

18. OWNERSHIP OF WORK PRODUCT: Studies, plans, reports, surveys, drawings, specifications, computations and other information (collectively "Work Product") and documents prepared by the Service Provider, subcontracted service providers, and/or suppliers under this Contract will remain the Authority's property upon completion. This provision does not apply to pre-existing proprietary information of Service Provider, subcontracted service providers, and/or suppliers.



19. CONFIDENTIAL INFORMATION: It is understood that information developed by or communicated to Service Provider in the performance of this Contract, as well as any and all information in whatever form or medium supplied to Service Provider in connection herewith which is not generally available to the public is proprietary to the Authority and constitutes confidential information of the Authority. Service Provider will make no oral or written disclosure of such information to third parties either during or after the term of this Contract, except as approved in writing by the Authority's Project Representative or as otherwise required by law. In the event the Service Provider becomes aware that confidential information must be disclosed under a legal requirement, Service Provider will notify Authority of the requirement and the affected information.

20. FORCE MAJEURE: Neither Party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is delayed by any cause beyond the reasonable control of the affected Party. In the event of such a delay, the time for performance for the affected Party shall be extended for a period equal to the time lost during the delay, or the Contract may be terminated in accordance with terms herein should such delay be sufficient that termination is in the best interest of the Authority.

21. SEVERABILITY and WAIVER: If any part of this Contract is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Contract, and this Contract shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Contract. Further, the failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions or options on any future occasion.

22. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The Parties agree that venue of all claims and lawsuits arising out of this Contract shall lie in Nueces County, Texas.

23. OPEN RECORDS: The Authority is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the Authority is required to disclose to the public (upon request) this Contract and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Service Provider agrees that the disclosure of this Contract or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the Authority as required by the Texas Public Information Act or any other applicable law will not expose the Authority (or any party acting by, through or under the Authority) to any claim, liability or action by the Service Provider.

24. NO ORGANIZATIONAL CONFLICT OF INTEREST: Service Provider hereby certifies that it has no actual or potential Organizational Conflict of Interest. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons or entities, the Service Provider is unable or potentially unable to render impartial assistance or advice to Authority or the Service Provider's objectivity in performing the services under this Contract is

or might otherwise be impaired. Service Provider agrees to immediately notify Authority of any actual or potential Organizational Conflict of Interest that develops during the term of this Contract. Service Provider agrees that Authority may terminate this Contract immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Contract.

25. DEFAMATION: The Parties covenant and agree that in no event, and at no time during the Term or at any time thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other's businesses, services, properties or assets, or employees, personnel, agents, or representatives.

26. HEADINGS: All Section headings or other titles used in this Contract are used solely for convenience and shall not affect or be used in connection with the interpretation or construction of this Contract.

27. ENTIRETY OF CONTRACT: This writing embodies the entire Contract and understanding between the Parties hereto, and there are no other contracts or understandings, oral or written, between them with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing and signed by both Parties hereto.

[Signature page follows this page]

IN WITNESS WHEREOF, this Contract is made effective as of the Effective Date.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____

Name: Sean Strawbridge

Title: Chief Executive Officer

Date: _____

"Authority"

DRC EMERGENCY SERVICES, LLC

By: _____

Name: Kristy L. Fuentes

Title: Vice President

Date: 7/9/2018

"Service Provider"

EXHIBIT A

SCOPE OF SERVICES

The Service Provider will perform the following services in accordance with the terms and conditions set forth in this Contract:

This scope of work is to perform services that meet or exceed the mandatory requirements of the "eligible work," work eligible under FEMA Public Assistance regulations. Eligible debris is as determined and illustrated by the FEMA Public Assistance Debris Management Guide (FEMA-325).

Services under this contract may include, but are not limited to, large-scale debris removal, separation, storage, processing, transportation and disposal, managing and operating Debris Management Sites (DMS), demolition and demolition debris removal, hazardous waste handling, tree trimming, stump grinding and removal, marine salvage operations, waterway debris clearing, sand removal from roads, streets and rights-of-way, storm water system clean out, emergency berm construction, provision of ice, water and generators, project management assistance, and assistance with Federal and State reporting and reimbursement efforts. All work shall be performed in accordance with FEMA guidelines and will comply with the General Contract Provisions outlined in Exhibit D, which is herein incorporated by reference.

Service Provider shall provide a "clean as you go" policy and supervise and enforce such policy during all debris management operations.

The following event scenarios will be used at the Authority's discretion and Service Provider will be notified of the request to mobilize under a specific scenario. Alternatively, and only with specific written approval by the Authority, a job under this contract may be completed using the Hourly Material, Labor, and Equipment Price Schedule included in Exhibit B. In this event, the specific line items to be used will be agreed to in advance prior to starting any work by the Authority and the Service Provider.

A. **Spot Jobs – Assisting Port Personnel.** In this scenario, Service Provider will be called upon only to provide assistance with removal, hauling, and/or reduction of localized woody debris. The work will most likely be assisting Authority resources.

B. **Small Event**. In this event, Service Provider will provide all necessary supervision, labor, and all equipment to clear, remove, haul, recycle, and/or dispose of all types of debris with its own resources except that Authority property may be provided for temporary storage. Any Authority property provided shall be reclaimed at the conclusion of the work as described herein. The quantity shall not be so significant as to require specialized reduction in volume such as by burning.

C. **Significant Event – Removal, Reduction and Hauling Woody Debris.** In this event Service Provider will provide all necessary supervision, labor, and all equipment to

remove, reduce (grind and mulch) and haul woody debris to a disposal site designated, managed, and operated by a government agency or third party.

D. **Significant Event – Removal, Reduction, Hauling, and Separating Mixed Debris.** In this event Service Provider will provide all necessary supervision, labor, and all equipment to remove, reduce and haul mixed debris to recycling and disposal site(s) designated, managed, and operated by Service Provider or a third party.

E. **Catastrophic Event.** In this event, Service Provider will provide all necessary supervision, labor, and all equipment to remove, reduce, recycle, and haul mixed debris to multiple disposal sites.

F. **Catastrophic Event with Event Site Management.** In this event, Service Provider will be tasked to plan, set up, mobilize equipment, manage, and operate one or more mixed debris management sites including burn operations. DMSs may be located on and off Authority property in this scope of work scenario. Service Provider will be responsible for all necessary traffic control, weighing, measuring, reduction, recycling, and all other necessary operations for the operation of the site(s) through close out of the site(s). Permitting will be in the name of the Authority.

G. **Shallow Wet Debris Removal.** In this event, Service Provider will be tasked with removing shallow wet debris in ten (10) feet of water or less. Service Provider will clear waterways and submerged lands of debris and fallen trees as identified and directed by the Authority or its designated representative in writing. These areas include Authority and public waterways where specific wet debris targets have been located, categorized and approximate size calculated. Service Provider will provide all necessary supervision, labor, and all equipment to remove and dispose or recycle wet marine debris to site(s) designated, managed, and operated by Service Provider. Service Provider will coordinate removal activities with Authority Harbormaster.

H. **Deep Wet Debris Removal.** In this event, Service Provider will be tasked with removing wet debris in ten (10) feet of water or more. Service Provider will clear canals, waterways and submerged lands of debris and fallen trees as identified and directed by the Authority or its designated representative in writing. These areas include Authority and public waterways where specific wet debris targets have been located, categorized and approximate size calculated. Service Provider will provide all necessary supervision, labor, and all equipment to remove and dispose or recycle wet marine debris to site(s) designated, managed, and operated by Service Provider. Service Provider shall coordinate removal activities with Authority Harbormaster.

The specific services that will be undertaken at the direction of the Authority under either a specific scenario or on a time and materials basis are defined in the tasks outlined below.

Task 1 - Debris Removal

As per the Request for Proposals dated May 19, 2018 and associated addendums, Service Provider shall provide services at the request of the Authority for disposal of all eligible debris (including



wet debris), reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State, and local laws, standards and regulations. Service Provider shall be responsible for all transportation and landfill-tipping fees.

All debris shall be processed in accordance with local, State and Federal law, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved by the Authority. Prior to reduction, all debris shall be segregated as follows and guided by the FEMA-325 guidelines for such things as:

- Vegetative debris and stumps;
- Wet debris / marine debris;
- Construction and demolition debris;
- Recyclable debris;
- White goods;
- Hazardous waste;
- Soil, mud and sand;
- Vehicles and vessels;
- Dead animal carcasses; and
- Other garbage and wastes.

A. **Vegetative Debris and Stumps.** As identified and directed by the Authority, Service Provider will provide all labor, services, equipment, materials, and supplies necessary to collect vegetative debris and mixed debris from the Authority property and adjacent rights-of way. Vegetative debris and other natural materials that can be chipped, mulched, burned and disposed of in some other similar manner will be handled separately from mixed debris. Mixed debris should be separated to the extent practical. Mixed debris that can't be segregated will be appropriately and conservatively managed.

As identified and directed by the Authority or its designated representative, Service Provider will remove all stumps, haul each stump to a designated DMS, and backfill each stump hole with compatible material as determined by the Authority or its designated representative and Service Provider. Each stump will be inspected by the Authority or its designated representative and Service Provider's inspectors and documented as to the appropriate size and payment category. Payment for stumps with a diameter of twenty-four (24) inches or less (as measured two feet from the ground) will be included in the cubic yard price for debris removal. Stumps with a diameter of greater than twenty-four (24) inches will be paid at a separate cubic yard price based on the Stump Conversion Table in FEMA DAP9523.l 1, Hazardous Stump Extraction and Removal Eligibility, dated May 2007, or any subsequent edition. All stumps regardless of size that are in the public rights-of-way but not in the ground will be picked up, or other designated site, and included in the overall cubic yard price for debris removal. Service Provider will provide and transmit photographs and GPS coordinates of questionable debris or trees or stumps to the Authority or its designated representative to obtain Authority or FEMA review and approval.

B. **Wet Debris / Marine Debris.** Service Provider will clear canals, waterways and submerged lands of debris and fallen trees as identified and directed by the Authority or its designated

representative in writing. Service Provider will ensure all work is eligible and documented in compliance with FEMA requirements for reimbursement.

C. **Construction and Demolition Debris.** Service Provider will pick up and transport eligible Construction and Demolition Debris (C&D) existing on Authority property to a Authority approved DMS or final disposal site in accordance with all federal, state, and local rules and regulations. Removal of eligible C&D debris existing on Authority property will be performed as determined by the Authority or its designated representative. Once the debris removal vehicle has been issued a load ticket from the Authority's representative, the debris removal vehicle will proceed immediately to an Authority approved DMS or final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued and all debris will be removed from each location before proceeding to the next location, unless directed otherwise by the Authority. Service Provider must provide traffic control as conditions required or directed by the Authority.

D. **Recyclable Debris.** Service Provider will recycle all eligible recyclable materials including televisions, computers, computer monitors, microwaves, scrap metal, plastic, aluminum, fuels, oils and batteries, etc., in accordance with all rules and regulations of local, state, and federal regulatory agencies.

E. **White Goods.** Service Provider will dispose of all white goods encountered in accordance with applicable Federal, State and local laws. Service Provider will remove and recover Freon from any white Goods, such as refrigerators, freezers or air conditioners, in accordance with applicable regulations. Service Provider will recycle all eligible white goods in accordance with all Federal, State and local laws and regulations. Refrigerant-containing items will have such refrigerants removed prior to mechanical loading or will manually be loaded and hauled to a designated Authority approved DMS for refrigerant removal by the Service Provider's qualified technicians. White goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling or recycling. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. Appropriate documentation of technicians licensing and qualifications shall be provided to Authority prior to any activities related to Freon removal and/or recycling.

F. **Hazardous Waste Abatement.** Service Provider will conduct abatement of hazardous waste identified by the Authority in accordance with all applicable federal, state, and local laws, standards and regulations. This will include all infectious, chemical, biological, radiological and nuclear wastes and contaminated debris.

G. **Soil, Mud and Sand.** Service Provider shall clean and open all drainage systems, retention areas, and remove accumulated soil, mud and sand within the Port area. Natural drainage areas, retention basins or naturally vegetated areas will be restored and finally stabilized with vegetation or other appropriate erosion control measures.



H. **Vehicles and Vessels.** Service Provider, as directed by the Authority or its designated representative, will remove vehicles and vessels from upland areas, submerged land and waterways.

I. **Dead Animal Carcasses.** Service Provider will collect, transport and dispose of dead animal carcasses including, but not limited to, dead livestock, birds, fish, marine mammals, large and small animals, in any permissible manner consistent with federal, state and local laws and regulations.

J. **Other Garbage and Waste.** Service Provider will collect garbage and waste typically composed of food, plastics, and paper and dispose of in accordance with applicable federal, state and local laws.

K. **Emergency Road Clearance**. Immediately following a disaster, it may be necessary for Service Provider to cut, toss and/or push debris from primary transportation routes as identified and directed by the Authority. Payment under this item will be on an hourly basis. This hourly work will only be conducted for the first seventy (70) hours in accordance with FEMA guidelines, only unless otherwise agreed in writing.

L. **Priority of Work Areas.** The Authority will approve all areas that Service Provider will be allowed to work. Daily and/or weekly scheduled meetings will be held to identify and determine approved work areas. Service Provider shall remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the Authority Director of Environmental Planning & Compliance or her designated representative.

M. **Inspections and Documentation.** All debris shall be subject to inspection by the Authority or its designated representatives or any State or local authority in accordance with generally accepted standards to insure compliance with the contract and applicable federal, state and local laws and regulations. Service Provider shall, at all times, provide the Authority, its designated representatives, and State regulators access to all work sites, DMS and disposal areas. All visitors to Service Provider's work sites, DMS and disposal areas will be required to adhere to Service Provider's specific Site Safety Plan at all times. Service Provider and the Authority will have in place at the DMS, personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the DMS. Service Provider shall prepare all Federal (FEMA) and State reports for any potential reimbursement. The Authority or its designated representative shall review all documentation prior to submittal. Service Provider will work closely with the Authority, FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.

N. **Priority of Work Areas.** The Authority will approve all areas that Service Provider will be allowed to work. Daily and/or weekly scheduled meetings will be held to identify and determine approved work areas. Service Provider shall remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. Determination of

when a site is in a clean and neat condition will be at the reasonable judgment of the Authority Director of Environmental Planning & Compliance or her designated representative.

O. **Working Hours.** All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the DMS will be allowed during visible daylight hours only between dawn and dusk. Service Provider may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the DMS, debris reduction may take place twenty-four (24) hours, seven (7) days per week if Service Provider deems it necessary and safe, subject to Authority approval. Service Provider shall be responsible for obtaining additional sites not on Port property to stage equipment, such as trucks, while not in use. Holiday leave and DMS site closures may be authorized based on operational needs and with Authority and State approval.

P. **Traffic Control.** Service Provider shall mitigate the impact of its operations on local traffic to the fullest extent practicable. Service Provider is responsible for establishing and maintaining appropriate traffic controls in all work areas, including at DMSs. Service Provider shall provide sufficient signage, flags, barricades and appropriate public safety personnel to ensure the safety of vehicular and pedestrian traffic in all work areas, and shall be compliance with the latest edition of the Texas Manual of Uniform Traffic Control Devices (TMUTCD).

Q. **Transportation of Debris.** Service Provider shall secure debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Service Provider shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with TxDOT guidelines. As required, Service Provider will survey the primary routes used by Service Provider for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s). Service Provider shall respond to complaints within twenty-four (24) hours. All areas throughout the Port area where debris removal is accomplished and there is damage due to Service Provider's operations, Service Provider shall be responsible for returning those areas to their original condition. All damages to pavement, sidewalks, curbs, utility lines or any other infrastructure shall be repaired or restored to the satisfaction of the Authority. Additionally, any areas in the City or County impacted by Service Provider's debris management services in any way will be immediately addressed and returned to their original condition by Service Provider to the satisfaction of the impacted entity.

R. **Entry Authorization**. The Authority will provide specific right-of-entry (ROE) legal and operational procedures to tenant occupied Authority property for debris removal. The Authority will work on a case-by-case basis with tenants based upon Authority and tenant agreements.

S. **Monitoring & FEMA Compliance.** Service Provider will work closely with the Authority's Debris Monitoring contractor to ensure that all work is FEMA-compliant and all documentation is properly prepared, maintained, or obtained, including GPS coordinates and



photos. Service Provider 's failure to utilize federally approved documentation while performing work may result in nonpayment of services to Service Provider by the Authority.

Task 2 - Debris Management Sites (DMS)

A DMS is a Texas Commission on Environmental Quality (TCEQ) authorized site where debris is sorted, stored, reduced, grinded, and prepared for final disposal. Service Provider will lease/own, prepare and maintain a sufficient number of Debris Management Sites to accept and process all eligible debris. Preparation and maintenance of facilities shall include maintenance of the DMS approach and interior road(s) for the entire period of debris hauling, including provision of stone or other materials necessary for any roads that require stabilization for ingress and egress. Each site shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. Service Provider will be responsible for obtaining any required permits. At the Authority's discretion, Authority owned rights-of-way or other Authority owned property may be provided for temporary storage of debris. DMSs will be located in a geographically balanced manner across Authority property.

A. **Site Selection.** Specific site selections will occur in coordination with the Authority upon execution of a contract and throughout term of contract as need arises. Service Provider and the Authority will annually review these and any alternate sites for debris management to identify the DMS sites for use during each year of this contract. DMS sites shall be for the exclusive use of the Authority and debris collected under other Debris Management Contracts with other entities will not be permitted at any Authority DMSs without express approval of the Authority Director of Environmental Planning & Compliance.

B. **Additional DMS.** Service Provider shall be prepared to establish additional DMSs as deemed necessary by the Authority to ensure an adequate number of DMSs for the amount and location of debris. Service Provider will be responsible for obtaining all necessary permits and conducting the required environmental investigations and documentation.

C. **Availability of DMS for Use.** Service Provider shall have DMSs ready to open and receive debris within twenty-four (24) to thirty-six (36) hours of notification by the Authority or its designated representative.

D. **Documentation of Site Before Use.** Service Provider will thoroughly video tape and/or photograph each DMS before any activities begin, and will periodically update video and photographic documentation to track site evolution.

E. **Site Preparation.** Service Provider will be responsible for site preparation including, but not limited to, any site work and materials necessary to build and maintain stabilized roads for ingress or egress or any roads throughout the site; wind born debris control fencing, storm water runoff control including but not limited to silt fencing or water retention berms; and any other items necessary for site operations and management. Service Provider shall

provide and maintain portable and sanitary facilities and fresh water at each inspection station.

F. **Inspection of Loads.** Service Provider shall ensure that every load entering or leaving the DMS is inspected and that proper documentation is completed, including load tickets, to verify and document the contents and cubic yards. Service Provider will take all necessary measures to prevent tracking from the site.

G. **Site Reclamation.** Site reclamation shall be accomplished in accordance with all Federal, State and local laws, standards and regulations. Service Provider shall reclaim each DMS to its pre-use conditions including, but not limited to, removal of all equipment and debris, grading the site to historical conditions, seeding and mulching of exposed areas, and repairing fences and roads.

H. **Hazardous Material Storage.** Service Provider shall be responsible for proper handling and storage of any hazardous materials brought to the DMS. Service Provider shall provide a suitable area at each DMS to accommodate all hazardous materials inadvertently brought to the site. The area shall be lined with impervious material surrounded with berms or other containment structures to contain any potential leakage.

I. **Operation and Maintenance of DMS.** Service Provider shall manage, maintain and operate the DMSs in accordance with industry accepted best management practices and applicable federal, state and local rules and regulations. Service Provider shall submit for approval prior to commencing operations at any DMS, work plans for operation and maintenance of DMS. Authority or its designated representative shall provide written approval of work plans which shall include at a minimum segregation of all debris prior to processing and processing methods. If incineration is used as a processing method, the site shall have a 24-hour fire tender and specifically outlined in the work plan for the DMS.

J. **Transportation and Disposal.** Service Provider shall be responsible for transporting and disposing of all materials received and processed at the DMS in accordance with all applicable federal, state and local laws and regulations. Service Provider shall be responsible for locating disposal sites in the best interest of the Authority and present such sites to the Authority or its designated representative for review. The Authority or its designated representative shall direct waste flow and approve all disposal sites prior to use. Service Provider shall be responsible for documenting cubic yardage or tonnage and tip fee rate without mark-up for reimbursement.

K. **Drop Off Sites.** The Authority may elect to open a number of Drop-off Sites to allow other impacted entities to drop off debris. In the event such sites are utilized, Service Provider shall be responsible for managing debris at the sites including, but not limited to,



providing equipment to manage debris piles, loading debris for transport, hauling debris to a DMS site or other designated site, and restoring the site to its pre-use condition. No reduction activities will be permitted at the Drop-off Sites.

Task 3 - Program Documentation Management & Support

Service Provider shall provide data management and support to the Authority during the emergency recovery effort including, but not limited to, the following:

1. Service Provider shall supply load tickets to track and document the removal and management of Eligible Debris. Service Provider shall ensure that load tickets meet the requirements of FEMA and other federal, state, or local reimbursement agencies.

2. Service Provider shall supply certification placards meeting FEMA requirements and place such placards on its vehicles.
3. Service Provider shall have a system for clearly tracking and documenting all its costs associated with work conducted pursuant to this contract, identifying expenditures eligible for reimbursement, and maintaining documentation of the recovery process.

4. Service Provider shall complete all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for federal and state reimbursement applications.

5. Service Provider shall assist the Authority or its designated representative in preparing federal and state reports and applications for reimbursement, including training agency/department employees.

6. Service Provider shall assist, as directed by the Authority or its designated representative, in preparing a response to federal and state agency requests for additional information and in negotiations with federal and state officials.

7. Service Provider shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity, location material is accepted for salvage or recycling, and the value of the salvaged or recycled material. Service Provider shall provide the value of the salvaged or recycled material back to the Authority as a reimbursement credit back to FEMA, as required by FEMA. The value of the material will be defined as the value of the material as paid to Service Provider by the entity accepting the material for salvage or recycling.

Service Provider will work closely with the Authority and applicable federal, state and local agencies to ensure that the Authority's emergency recovery procedures and data documentation for Eligible Debris meet the requirements of the reimbursement agencies. Service Provider shall review all reimbursement applications prepared by the Authority or its designated representative prior to submittal for accuracy and to ensure the reimbursement requirements of these organizations are met and notify the Authority of any recommended changes, corrections, alterations or deletions.

Task 4 - Technical Disaster Recovery Assistance

Service Provider may be called upon to provide disaster recovery technical assistance to Authority Senior Staff, Executive Staff, or Port Commissioners. This Scope of Services may be implemented alone or in conjunction with any of the Debris Management Scope of Work described previously.

Service Provider shall provide technical assistance (or training of Authority representatives to accomplish) in the following areas:

- Preparation of official Damage Survey Report (DSR) or Project Worksheet (PW) requests.
  - Identification of expenditures eligible for reimbursement
  - Submission of official "request for DSR inspection"
  - Review of DSR/PW for accurate scope of work
  - Review of DSR/PW for accurate unit costs DSR/PW tracing through State and Federal process
  - Creation of recovery process documentation plan
  - Maintenance of documentation of recovery plan
  - Recovery Plan recommendations for force account labor vs. contract labor use

- Recovery process oversight.

- Recommendation to Authority on need to contract for project management for projects requiring intense oversight.

- Written and oral status reports to Authority Commission or on behalf of the Authority in public setting.

- Documentation Support.

- Consultation and negotiation services.

- Assisting in determining and assessing the impact and magnitude of the emergency event before federal assistance is requested, identifying damaged locations and facilities, assessing and preparing initial estimates of debris volumes, distinguishing between pre-emergency damage and emergency-generated damage, documenting eligible costs and describing the physical and financial impact of the emergency.

- Other representations as may be requested/required.

- Costs for Program Management Services.

Task 5 – Staff and Equipment Requirements

Service Provider shall maintain a professional staff with the knowledge, skills, experience, and training to manage the disaster recovery process efficiently and effectively. Extensive knowledge

of FEMA, National Resources Conservation Services (NRCS), United States Coast Guard (USCG), United States Army Corp of Engineers (USACE), TxDOT and other application federal, state or local agency jurisdictions, regulations and policies is required.

Service Provider shall ensure that its work force, including sub-contractors, has adequate fuel, vehicle repair/maintenance, housing, sanitation, food, and related accommodations through the duration of the disaster event that services are being provided for.

Service Provider shall at all times employ a Project Manager and an Operations Manager, both fluent in English, who shall be accessible and shall have full authority to act on behalf of Service Provider. All communications given to the Project Manager or Operations Manager in writing by the Authority or its designated representative shall be binding. In the event normal communication (telephone, cell phone, radio, etc.) is unavailable, Service Provider shall provide its Project Manager and Operations Manager with a reliable means of communication (satellite radio, satellite telephone, etc.) with the Authority.

Prior to start of work and for each mobilization, Service Provider will be required to submit to the Authority a vehicle and equipment list describing:

- Vehicle make, model and type
- Vehicle license plate number
- Contractor equipment number
- Vehicle or equipment measured maximum volume (cubic yards) of the load bed of each piece of equipment to be utilized to transport debris
- Any other information necessary to comply with FEMA requirements

Per FEMA Recovery Policy RP9523.12, mechanically loaded vehicles are preferred for debris removal. In addition, the observed capacity of hand loaded trucks and trailers shall be reduced by fifty percent (50%) because of low compaction rates. All trucks and trailers utilized in transporting debris shall have a tailgate and cover that will permit the vehicle to be loaded to capacity and effectively contain the debris while in transport. Subject to approval by the Authority, sideboards or other extensions to the bed are allowed provided they meet all applicable rules and regulations and are constructed to withstand severe operating conditions. Vehicles must be re-measured and remarked if sideboard or extensions are removed or if the vehicle is similarly altered. Vehicle load tarps will be required at all times. The measured volume shall be calculated from actual physical measurement performed by Service Provider and the reported volume shall be the same as shown on the signs affixed to each piece of equipment.

All equipment used in the performance of this contract shall be in good operating condition. Leaking vehicles and equipment will not be permitted on Authority property. All equipment, including but not limited to grinding equipment, generators, light towers, etc., shall be equipped with a properly functioning accurate hour meter.

Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract.



Service Provider shall not solicit work from another entity to be performed in the designated work area during the period of this contract. Under no circumstances will Service Provider mix debris hauled for others with debris hauled under this contract.

The Authority will assist with identifying available sites to stage equipment, such as trucks, when not in use, but Service Provider shall be responsible for obtaining those sites.

Task 6 - Reporting

Service Provider shall submit periodic, written daily reports in a format approved by the Authority documenting the progress of debris removal and disposal. The format of the reports shall be developed during the pre-event planning and coordination phase. These reports shall include, but are not limited to, the following:

(1) A description of all areas where work was done, detailing street names and address blocks where debris removal was completed during each pass;

(2) Types and volumes of debris transported, reduced and disposed;

(3) Number of trucks, other equipment and personnel utilized that day; and

(4) Other operational and complaint tracking information as requested by the Authority.

Service Provider shall also submit, within two (2) days of the close of the week, a summary of all information contained in the daily reports as described above. The data making up the weekly summaries shall be submitted in electronic format, utilizing Microsoft Excel. The submitted electronic weekly data will include:

- Contractor or subcontractor name
- Load ticket number
- Load date
- Load location
- Truck yardage
- Percent full
- Calculated yardage (or weight if applicable)
- Field monitor name/number
- DMS location
- Debris materials categorization
- Location of collection (e.g., ROW, CD-10, OD-2, etc.)

Upon final inspection and/or closeout of the project by the Authority, Service Provider shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to, the total volume by type of debris hauled, reduced and/or disposed; final disposal locations and amounts of the debris delivered to each; the total cost of the project invoiced to the Authority, and any other information as may be necessary to adequately document the conduct of the debris management operations for the Authority. Service Provider

shall provide, upon request of the Authority and/or no later than project closeout, a release of liens demonstrating that all subcontractors to Service Provider have been fully paid.

Service Provider will reconcile data with the Authority weekly. All discrepancies will be resolved within five (5) days. Service Provider will be subject to audit by federal, state and local agencies pursuant to this Agreement. Service Provider shall maintain all reports, records, debris reporting tickets, and agreement correspondence for a period of not less than three (3) years after all agency projects are completed. In lieu of this indefinite storage requirement, Service Provider may elect to provide an electronic copy of all records in a bona fide electronic documents management format that provides unalterable copies. This requirement applies to Service Provider and all sub-contractor's project records. Final project reconciliation must be approved by the Authority.

EXHIBIT B

FEE SCHEDULE

UNIT RATE PRICING BY SCENARIO

Spot Jobs – Assisting Port Personnel (Scenario A)	**$ Per Cubic Yard (CY)**
0 to 30 miles	$23.10
Greater than 30 miles	$24.10
Landfill Tipping / Disposal Fee	$5.50
Small Event (Scenario B)	**$ Per Cubic Yard (CY)**
0 to 30 miles	$23.90
Greater than 30 miles	$24.90
Landfill Tipping / Disposal Fee	$5.50
Significant Event – Removal, Reduction and Hauling Woody Debris (Scenario C)	**$ Per Cubic Yard (CY)**
0 to 30 miles	$21.10
Greater than 30 miles	$22.10
Landfill Tipping / Disposal Fee	$5.50
Significant Event – Removal, Reduction, Hauling and Separating Mixed Debris (Scenario D)	**$ Per Cubic Yard (CY)**
0 to 30 miles	$23.90
Greater than 30 miles	$24.90
Landfill Tipping / Disposal Fee	$5.50
Catastrophic Event (Scenario E)	**$ Per Cubic Yard (CY)**
0 to 30 miles	$23.90
Greater than 30 miles	$24.90
Landfill Tipping / Disposal Fee	$5.50
Catastrophic Event with Event Site Management (Scenario F)	**$ Per Cubic Yard (CY)**
0 to 30 miles	$22.40
Greater than 30 miles	$23.40
Landfill Tipping / Disposal Fee	$5.50
Shallow Marine Debris Removal	**$ Per Cubic Yard (CY)**
0 to 30 miles	$130.00
Greater than 30 miles	$135.00
Landfill Tipping / Disposal Fee	$5.50
Deep Marine Debris Removal	**$ Per Cubic Yard (CY)**
0 to 30 miles	$175.00
Greater than 30 miles	$180.00
Landfill Tipping / Disposal Fee	$5.50



HOURLY MATERIAL, LABOR, EQUIPMENT PRICE SCHEDULE

Material Removal Per Crew	Hourly Labor Rate	Total Cost
Hazardous Waste – 2-man crew with truck and trailer	$ 250.00	$ 250.00
White Goods (Freon) – 1-man crew with truck and trailer	$ 150.00	$ 150.00
White Goods (Non- Freon) – 1-man crew with truck and trailer	$ 150.00	$ 150.00
Recyclable Debris – 1-man crew with truck and trailer	$ 295.00	$ 295.00
Abandoned Vehicles and Vessels – 1-man crew with tow truck	$ 500.00	$ 500.00
Dead Animal Carcasses – 1-man crew with truck and trailer	$ 120.00	$ 120.00
Soil, Mud and Sand – dump truck and driver and front-end loader and operator	$ 350.00	$ 350.00
Other Garbage and Waste – 1-man crew with truck and trailer	$ 225.00	$ 225.00
Construction and Demolition (C&D) – 3-man crew with truck and 15 cubic yard trailer and loader or 1 man with self-loader	$ 450.00	$ 450.00
Equipment Type with Operator	**Hourly Labor Rate**	**Total Cost**
50' Bucket Truck	$ 245.00	$ 245.00
Crash Truck w/Impact Attenuator	$ 135.00	$ 135.00
Dozer, Tracked, D3 or Equivalent	$ 125.00	$ 125.00
Dozer, Tracked D4 or Equivalent	$ 225.00	$ 225.00
Dozer, Tracked D5 or Equivalent	$ 300.00	$ 300.00
Dozer, Tracked, D8 or Equivalent	$ 450.00	$ 450.00
Dump Truck, 16+/- CY	$ 100.00	$ 100.00
Dum Truck, 20 +/- CY	$ 110.00	$ 110.00
Dump Truck, 38 +/- CY	$ 120.00	$ 120.00
Generator, 5.5 kW, List kW Capacity	$ 35.00	$ 35.00
Generator, 200 kW, List kW Capacity	$ 195.00	$ 195.00
Generator, 2,500 kW, List kW Capacity	$1,450.00	$1,450.00
Light Plant with Fuel and Support	$ 75.00	$ 75.00
Grader w/12' Blade (Min. 30,000 lb)	$ 180.00	$ 180.00
Hydraulic Excavator, 1.5 CY	$ 165.00	$ 165.00
Hydraulic Excavator, 2.5 CY	$ 185.00	$ 185.00
Knuckleboom Loader	$ 250.00	$ 225.00
Lowboy Trailer w/Tractor	$ 150.00	$ 150.00
Mobile Crane up to 15 Ton	$ 175.00	$ 175.00
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel	$ 200.00	$ 200.00
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel	$ 500.00	$ 500.00
Vac Truck (Mist Capacity), List Capacity	$ 195.00	$ 195.00
Pickup Truck 1 Ton	$ 40.00	$ 40.00
Skid-Steer Loader, 1,500 LB Operating Capacity w/utility grapple)	$ 135.00	$ 135.00
Skid-Steer Loader, 2,500 LB Operating Capacity w/utility grapple)	$ 145.00	$ 145.00
Compact Track Loader, 1,500 LB Operating Capacity w/utility grapple	$ 135.00	$ 135.00
Compact Track Loader, 2,500 LB Operating Capacity w/utility grapple	$ 145.00	$ 145.00
Tub Grinder, 800 to 1,000 HP	$ 545.00	$ 545.00

Equipment Type with Operator	Hourly Labor Rate	Total Cost
Hydraulic Excavator, 1.5 CY (w/thumb)	$ 165.00	$ 165.00
Hydraulic Excavator, 2.5 CY (w/thumb)	$ 185.00	$ 185.00
Truck, Flatbed	$ 140.00	$ 140.00
Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 ft lift	$ 135.00	$ 135.00
Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance)	$ 125.00	$ 125.00
Wheel Loader, 3 CY, 152 HP	$ 185.00	$ 185.00
Wheel Loader, 4.0 CY, 200 HP	$ 195.00	$ 195.00
Wheel Loader-Backhoe, 1.5 CY, 95 HP	$ 180.00	$ 180.00
Amphibious Marine Excavator	$ 550.00	$ 550.00
Airboat	$ 350.00	$ 350.00
Shallow Draft Boat	$ 550.00	$ 550.00
Barge	$ 650.00	$ 650.00
Barge/marine excavator	$1,250.00	$1,250.00
Labor Category	**Hourly Labor Rate**	**Total Cost**
Operations Manager w/Cell Phone and .5-ton Pickup	$ 90.00	$ 90.00
Crew Foreman w/Cell Phone and1 ton Equipment Truck w/small tools and misc. supplies in support of crew	$ 75.00	$ 75.00
Tree Climber/ Chainsaw and Gear	$ 90.00	$ 90.00
Laborer w/Chain Saw	$ 45.00	$ 45.00
Laborer w/Small Tools, Traffic Control, or Flag Person	$ 45.00	$ 45.00
Bonded and Certified Security Personnel	$ 85.00	$ 85.00
Crew Category	**Hourly Labor Rate**	**Total Cost**
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and2 Laborers w/Small Tools	$ 335.00	$ 335.00

The Service Provider will perform the Services described in Exhibit A in accordance with the terms and conditions of this Contract on a fixed rate or an hourly fee basis; provided, however, that the total fee for services rendered under this Contract will not to exceed the specified estimated amount for the specific scope of services requested to be performed at that time, without Authority's written approval. Services provided by Service Provider will be billed as specified in Exhibit B. These fees will cover all of Service Provider's overhead costs, including but not limited to, office rent, long distance telephone charges, postage, payroll, copying charges and travel.

Not later than the twentieth (20th) day of each calendar month, Service Provider shall submit to Authority detailed invoices for all services performed and Direct Costs incurred, if any, pursuant to this Agreement during the prior calendar month. The invoices shall describe in detail the Services performed during the prior month and shall list the days and hours worked, approved Direct Costs, milestone achievements, tasks performed or completed, and the Services performed during each day of the prior month. Authority shall review the invoices and notify Service Provider in writing (including email) within twenty (20) days of any disputed amounts.

Should this Contract be terminated for any reason, the Service Provider will be paid all fees earned up to the termination date and any approved direct expenses incurred.



EXHIBIT C

INSURANCE

Without limiting the indemnity obligations or liabilities of Service Provider or its insurers, provided herein, Service Provider agrees to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum amounts as follows:

	TYPE OF INSURANCE	LIMITS OF LIABILITY
A.	Workers' Compensation	Statutory
B.	Employer's Liability	$1,000,000 per Occurrence $1,000,000 Aggregate
C.	Commercial General Liability	$1,000,000 per Occurrence $2,000,000 Aggregate

The CGL Policy will provide contractual liability coverage at the aforementioned limits.

D.	Business Automobile Liability	$1,000,000 per Occurrence

Automobile liability insurance coverage will include all owned, non-owned, and hired vehicles.

E.	Professional Liability	$2,000,000

Service Provider will procure and maintain professional liability insurance for protection from claims arising out of performance of its Services under this Contract caused by any error, omission, or act for which the Service Provider is legally liable. Policies written on a claims-made basis shall have an extended reporting period of at least two (2) years beyond termination of the Contract.

F.	Umbrella Liability	$5,000,000 per Occurrence

Umbrella liability coverage will apply to Employer's Liability, Commercial General Liability, and Business Automobile Liability.

G.	Contractor's Pollution Liability	$2,000,000 per Occurrence
H.	Railroad Protective Liability	$1,000,000 per Occurrence $2,000,000 Aggregate
I.	Protection & Indemnity (P&I) Insurance	$1,000,000

Each policy, except Professional Liability, must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, its Port Commissioners, officers and employees ("Authority Parties"). Additionally, the Authority Parties shall be designated as an Additional Insured either by a blanket additional insured or a specific endorsement on all policies, except for Worker's Compensation, Employer's Liability, and Professional Liability. In the event that the work of Service Provider's employees fall within the purview of the United States Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or the Federal Employer's Liability Act, Service Provider shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts.

Each policy, except Workers' Compensation and Professional Liability, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insureds with respect to claims arising under this Contract.

The insurance required as listed above, shall apply to any contractor or subcontractor performing for or on behalf of Service Provider, and Service Provider shall ensure that any such subcontractor is aware of and is in compliance with the insurance requirements during any period such contractor is performing work under this Contract.

The minimum insurance required may be increased periodically upon request by Authority to commercially reasonable limits. The company writing each of the Policies must possess a current rating with A.M. Best Company of at least "A-, VII".

Service Provider's liability shall not be limited to the specified amounts of insurance required herein.

EXHIBIT D

CONTRACT GENERAL PROVISIONS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. **Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908.** Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. **Contract Termination.** All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

C. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.



The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. **Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

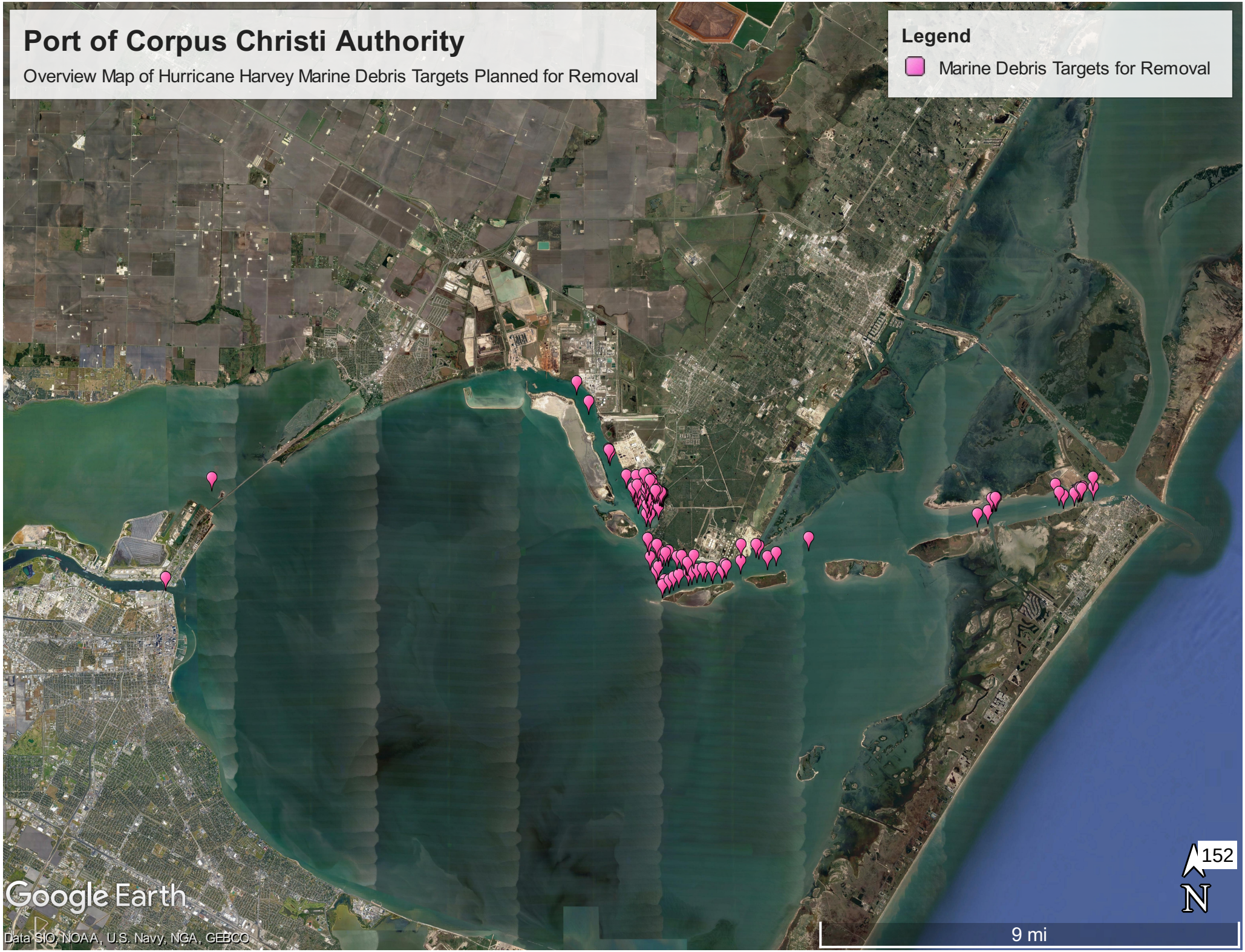
I. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. **Recovered Materials.** See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013 as amended at 79 FR 75888, Dec. 19, 2014]

Port of Corpus Christi Authority

Overview Map of Hurricane Harvey Marine Debris Targets Planned for Removal



Port Of Corpus Christi Authority

Map of Hurricane Harvey Damaged Facilities - Potential Demilition Work Area for Debris Management Services Contractor - Former Texas Treasure Terminal



PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: Sarah L. Garza, Director of Environmental Planning & Compliance
sarah@pocca.com
(361) 885-6163

Award a Consulting Services Contract to Tetra Tech, Inc., the Best Proposer Based on Proposals Received on July 5, 2018, For Debris Management Monitoring Services.

SUMMARY: Staff requests approval to award Tetra Tech, Inc. (Tetra Tech) with a Consulting Services Contract, which is also an indefinite deliverable/indefinite quantity contract, to conduct Debris Management Monitoring Services for a two (2) year term. Services may include, but not be limited to, monitoring of large-scale debris removal that will be conducted under a separate contract that is also on the Commission Agenda requesting the Port Commission approval of award. This contract also qualifies as a pre-event contract for monitoring debris generating events.

BACKGROUND: On May 19, 2018, a Request for Proposals was issued for Debris Management Monitoring Services. Tetra Tech was the only Proposer and was still selected by staff due to their qualifications, expertise, safety performance record, and fee proposal.

Initially, this contract will be utilized to monitor removal and disposal of marine debris generated by Hurricane Harvey. A marine debris survey was completed during the damage assessments and identified approximately 1,060 cubic yards of marine debris on Port Authority property and not within the Federal channel that needs to be removed. Debris Monitoring costs will be covered under FEMA at a 90% reimbursement rate. Additionally, Tetra Tech will monitor demolition of any remaining structures that were destroyed or significantly damaged during Hurricane Harvey. Tetra Tech will also assist the Port Authority with FEMA reimbursement for “eligible” work. The monitoring contract is expected to be approximately 10-15% of the costs for the debris management contract.

The other primary function of this contract will be to retain Tetra Tech on standby to immediately respond to a disaster, primarily a hurricane, to conduct debris management monitoring services.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: Conforms to Strategic Goal #3 (Sustain Productive Stakeholder Relationships), Strategic Objective3B (Operate the Port's Facilities in a Safe, Secure, and Efficient Manner), Action Item 1a (Assure/ensure the security of Port property, port personnel, and the port waterways serving port Authority owned facilities).

EMERGENCY: Hurricane season began June 1st. It is vital for the Port Authority to have a Debris Management Monitoring Services contractor readily available to immediately respond to such an event as Hurricane Harvey. Monitoring of removal and disposal of Hurricane Harvey marine debris operations will be initiated upon award and commencement of the debris management contract.

FINANCIAL IMPACT: The initial monitoring of marine debris removal work will be billed at an hourly rate of $36.00 per collection monitor to the Port Authority and be eligible for FEMA reimbursement with a 90/10 cost share. This contract is also intended to remain in place as a pre-event contract, with no immediate costs to the Port Authority after the completion of the Harvey-related projects.

STAFF RECOMMENDATION: Staff recommends award of a Consulting Services Contract to Tetra Tech for Debris Management Monitoring Services for an indefinite deliverable/indefinite quantity for a two (2) year term.

DEPARTMENTAL CLEARANCES:

Originating Department	Environmental Planning & Compliance
Reviewed & Approved	Sarah Garza Neal Kunkel Danielle Hale Javier Davila Dan Koesema
Legal	Used Standard Consulting Services Contract
Senior Staff	John LaRue Sean Strawbridge

LIST OF SUPPORTING DOCUMENTS:

Consulting Services Contract with Tetra Tech.

CONSULTING SERVICES CONTRACT

THIS CONTRACT (the "Contract") is made and entered into effective as of the 17th day of July, 2018 ("Effective Date") by and between the Port of Corpus Christi Authority of Nueces County, Texas ("Authority"), and Tetra Tech, Inc. ("Consultant"), each a "Party" and collectively as "Parties".

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. CONTRACT: Authority hereby engages the Consultant and the Consultant hereby accepts its engagement for the purpose of providing to Authority the consulting services ("Services") as are generally described in the "Scope of Services" set forth in Exhibit A to this Contract which is incorporated herein by reference.

2. PERIOD OF SERVICE: The Consultant shall complete the Services on or before August 31, 2020 (the "Deadline"), unless the Authority agrees to extend the Deadline for good reason; provided, however, that the Authority may terminate this Contract at any time in accordance with Section 14. Time is of the essence in performance of this Contract. There will be no obligation established between Authority and the Consultant for performance of the Services until Authority provides the Consultant execution of this Contract and receipt by the Authority of appropriate Certificates of Insurance and other documentation as may be required herein. The term of this Contract ("Term") shall begin on the Effective Date and shall end on the first to occur of the following: (1) the Deadline, as the same may have been extended by the Authority, (2) the date on which, in the opinion of Authority, all of the Services have been rendered, (3) the date on which this Contract is terminated by the Authority pursuant to Section 14, or (4) the date on which this Contract is terminated by the Consultant pursuant to Section 14.

3. COORDINATION OF SERVICES BY AUTHORITY: Authority shall designate a Project Representative who will, on behalf of Authority, coordinate with the Consultant and administer this Contract. It shall be the responsibility of the Consultant to coordinate all assignment-related activities with the Project Representative.

For the purposes of this Contract, the Project Representative shall be:

Sarah L. Garza, Director of Environmental Planning & Compliance
222 Power Street, Corpus Christi, Texas 78401
Office – (361) 885-6163
Email – sarah@pocca.com

Authority may change the Project Representative at any time by giving the Consultant written notice of such change.

4. NOTICES: Notices, demands, requests or other formal communication related to the Contract shall be deemed to have been given when received, whether delivered personally or mailed. E-mail communications may be considered as formal notification provided the e-mail message states the message is intended as a formal notice and the receiving Party acknowledges receipt of the message as a formal notification. Notices shall be addressed as follows:

If to the Authority: Sean Strawbridge
Chief Executive Officer
Port of Corpus Christi Authority
222 Power Street
Corpus Christi, Texas 78401
E-mail: sstrawbridge@pocca.com

If to the Consultant: Betty Kamara
Contracts Administrator
2301 Lucien Way, Suite 120
Maitland, Florida 32751
Email: betty.kamara@tetratech.com

Either Party may change the mailing or E-mail address for notifications by providing written notice of such change to the other Party.

5. CHANGES: This Contract may be changed or modified at the request of either the Consultant or the Authority, provided both Parties agree to the requested change, and a written amendment or modification of this Contract is prepared and executed by the Parties.

6. CONSULTANT'S RESPONSIBILITIES: In addition to all other obligations contained herein, the Consultant agrees, warrants, and represents that:

6.1 The Consultant will furnish all material, equipment, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services, except as otherwise mutually agreed by the Parties;

6.2 The Consultant shall perform the Services with the professional skill and care ordinarily provided by competent consultants practicing in the same or similar locality and under the same or similar circumstances and professional license;

6.3 The Consultant will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of Services;

6.4 The Consultant is not and will not be bound by any agreement and has not assumed nor will assume any obligation which would, in any way, restrict its ability to perform the Services or be inconsistent with the Services;

6.5 In performing the Services, the Consultant will not use any third party's confidential or propriety information, or infringe the rights of another party, nor will the Consultant disclose to the Authority, or bring onto the Authority's premises, or induce the Authority to use any third party's confidential or proprietary information;

6.6 The Consultant does not have the authority to act for the Authority, bind the Authority in any respect, or incur any debts or liabilities in the name of or on behalf of the Authority, except as otherwise expressly authorized in writing by the Authority;

6.7 Consultant is an independent contractor for the performance of his duties under this Contract. Accordingly, the Consultant shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Consultant's activities in accordance with this Contract. Consultant is responsible for payment of the compensation, including any withholding, Social Security, or other taxes on such compensation, of any subcontractors retained by Consultant, or Consultant's employees performing Services consistent with its status as an independent contractor and in compliance with all applicable laws and regulations;

6.8 Consultant has and hereby retains full control of any supervision over the Consultant's obligations hereunder and over any persons employed or subcontracted by the Consultant for performing Services hereunder;

6.9 Consultant will in no way be considered an agent, partner, joint venturer, or employee of Authority at any time during the Term. Consultant will not undertake to commit Authority to any course of action in relation to a third party unless expressly requested and authorized to do so by the Authority in writing.

6.10 As of the Effective Date and at all times while providing Services hereunder, the Consultant shall possess and maintain in good standing any and all licenses or other authorizations and approvals necessary to perform the Services.

7. COMPENSATION: The compensation to be paid Consultant for providing the Services will be the compensation described in Exhibit B hereto, which is incorporated herein by reference. The Authority does not guarantee any minimum or maximum quantities, any range of quantities, or the exact quantities shown for each item of the Contract, and the quantities of debris needing management cannot be identified at this time.

8. INVOICE PROCEDURE AND PAYMENT: Consultant shall submit invoices monthly to the Authority for work performed during the preceding calendar month. Such invoices shall be due and payable by Authority on or before thirty (30) days from receipt by Authority. Monthly compensation will be for the Services actually performed during the billing period, invoiced in accordance with the Fee Schedule included in Exhibit B. Invoices shall also describe any work performed by subcontractors retained by Consultant and reimbursable costs. Consultant will provide sufficient detail with each invoice to substantiate the requested amount of monthly payment. At the Authority's request, Consultant will provide additional backup such as signed time sheets, invoices for materials and subcontracted service or other documentation

sufficient to establish the accuracy of the invoices. Invoices are to be submitted in a format previously approved by Authority.

9. INSURANCE: Consultant shall procure and maintain at its sole expense, for as long as Consultant is obligated to provide Services under this Contract, the policies of insurance described in Exhibit C attached hereto and in at least the minimum amounts specified in Exhibit C to protect Consultant from claims which may arise out of or result from Consultant's Services pursuant to this Contract, whether such operations be by Consultant, by any subcontractor of Consultant, by anyone directly or indirectly employed by Consultant or Consultant's subcontractor, or by anyone for whose acts Consultant or Consultant's subcontractor may be liable. At least five (5) days prior to execution of this Contract, Consultant will provide to Authority's Risk Program Manager certificates of insurance issued by each insurance company providing any of the required insurance coverage, and the text entered in each certificate must be acceptable to Authority. The requirement to provide acceptable certificates of insurance is a material condition of this Contract, and work under this Contract will not commence until certificates of insurance have been received, reviewed, and accepted by Authority. The minimum limits of liability and coverage for the insurance required are set forth in Exhibit C attached hereto, which is incorporated herein by reference.

10. INDEMNIFICATION AND RELEASE. Consultant hereby releases and discharges Authority and its agents, servants, representatives, employees, officers, directors, and Port Commissioners (collectively, the "Authority Parties") from liability for and assumes the risk of loss or damage to the property of Consultant and the injury or death of any person employed by Consultant. Consultant shall defend, indemnify and hold harmless the Authority Parties from and against all damages, losses, costs and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim but only to the extent caused by the negligent acts, errors, or omissions of the Consultant, its employees, agents, or subconsultants, or others for whom the Consultant is legally liable, in the performance of Services under this Contract. The Consultant is not obligated under this paragraph to indemnify the Authority Parties for the negligent acts of the Authority Parties.

Consultant shall defend, indemnify and hold harmless the Authority Parties from and against all damages, losses, costs and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim arising out of a violation of any environmental law or regulation in effect during the Term of the Contract by the Consultant, its employees, agents, or subconsultants, or others for whom the Consultant is legally liable, in the performance of Services under this Contract. The Consultant is not obligated under this paragraph to indemnify the Authority Parties for the negligent acts of the Authority Parties.

Consultant's indemnity obligations under this Section 10 shall not be limited by a limitation on the amount or type of damages, compensation or benefits owed by Consultant to any employee of Consultant under workers' or workmen's compensation acts, disability benefit

acts, or other employee benefit acts. The obligations of the Consultant under this Section 10 shall survive the end of the Term of the Contract.

11. LIMITATION OF LIABILITY: Except as otherwise expressly provided herein, neither Party shall be liable or responsible to the other Party for any indirect, incidental or consequential loss or damage of any nature whatsoever (including, but not limited to, contract, negligence or tort liability) of the other Party, including without limitation, any actual or anticipated profits, loss of time, inconvenience, commercial loss or any other damages, even if the Party has advance notice of the possibility of such damages.

12. DISCLOSURE OF INTERESTED PARTITES: Consultant will comply with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas Ethics Commission Rules by preparing a Texas Form 1295, "Certificate of Interested Parties" and submitting the signed and notarized form to Authority at the time Consultant submits the signed contract to Authority. This provision will only apply to contracts approved by the Port of Corpus Christi Authority Port Commission.

13. ASSIGNMENT: Neither Authority nor Consultant will assign or transfer its interest in this Contract without the written consent of the other.

14. SUSPENSION OR TERMINATION: Authority may suspend or terminate this Contract for convenience with seven (7) days prior written notice to Consultant of such action. Upon termination of this Contract in accordance with this paragraph, Authority will have no further obligation to the Consultant hereunder except to pay the Consultant unpaid fees and expenses which the Consultant can reasonably show to have been earned under this Contract. **Under no circumstances may Consultant claim or recover consequential damages from Authority.**

In the event of suspension of Services, the Consultant shall resume the full performance of the Services when directed in writing to do so by Authority. Suspension of the Services for reasons other than the Consultant's negligence or failure to perform shall not affect the Consultant's compensation as provided for in this Contract. The schedule for performance of the Services shall be amended by a mutually agreed, written modification to this Contract to reflect the suspension.

Either Party may terminate this Contract by giving written notice to the other Party if the other Party ("Defaulting Party"): (a) materially breaches any term, condition or provision of this Contract and fails to cure the breach to the satisfaction of the notifying Party within ten (10) days after the Defaulting Party receives a written notice of the breach from the notifying Party, or (b) becomes the subject of any proceedings under state or federal law for the relief of debtors or otherwise becomes insolvent, or bankrupt, or makes any assignments for the benefit of one or more creditors.

15. DISPUTES: Each Party agrees that any dispute between the Parties relating to this Contract will first be submitted in writing to a panel of two senior executives of the Authority and Consultant, who shall promptly meet and confer in an effort to resolve such dispute through

good faith consultation and negotiation. Each Party's executive shall be identified by notice to the other Party, and may be changed at any time thereafter also by notice to the other. Any decisions of the executives will be final and binding on the Parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either Party may then refer such dispute to mediation.

If the Parties refer to mediation any controversy or claim arising out of or relating to this Contract or the existence, validity, breach or termination thereof, whether during or after its term, they shall select a mutually acceptable mediator within forty-five (45) days thereafter. Neither Party shall unreasonably withhold consent to the selection of a mediator. The Parties shall share equally the costs of mediation. If the Parties agree, they may substitute other forms of alternative dispute resolution. Any mediation shall not extend beyond thirty (30) days after the appointment of the mediator, and should the Parties fail to resolve any dispute by mediation within such 30-day period, the Parties shall have all rights available at law or in equity.

16. ATTORNEY'S FEES, DEFAULT: In the event Consultant or Authority breach any of the terms of this Contract and the Party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting Party agrees to pay reasonable attorney's fees and costs incurred by the prevailing Party.

17. STAFFING: Consultant will designate in writing to Authority its project representative, and the manner in which it will provide staff support for the project, which must be approved by Authority. Consultant must notify Authority's Project Representative of any change in personnel assigned to perform work under this Contract, and the Authority's Project Representative has the right to reject the person or persons assigned to fill the position or positions. The Authority's Project Representative shall also have the right to require the removal of the Consultant's previously assigned personnel, including Consultant's project representative, provided sufficient cause for such removal exists. The criteria for requesting removal of an individual will be based on, but not limited to, the following: technical incompetence, inability to meet the position's qualifications, failure to perform, poor attendance, ethics violation, unsafe work habits, or damage to Authority or other property. Upon notice for removal, Consultant shall replace such personnel with personnel substantially equal in ability and qualifications for the positions and shall submit the proposed replacement personnel qualification and abilities to the Authority, in writing, for approval.

18. OWNERSHIP OF WORK PRODUCT: Studies, plans, reports, surveys, drawings, specifications, computations and other information (collectively "Work Product") and documents prepared by the Consultant, subconsultants, and/or suppliers under this Contract will remain the Authority's property upon completion. This provision does not apply to pre-existing proprietary information of Consultant, subconsultants, and/or suppliers.

19. CONFIDENTIAL INFORMATION: It is understood that information developed by or communicated to Consultant in the performance of this Contract, as well as any and all information in whatever form or medium supplied to Consultant in connection herewith which is not generally available to the public is proprietary to the Authority and constitutes confidential information of the Authority. Consultant will make no oral or written disclosure of such

information to third parties either during or after the term of this Contract, except as approved in writing by the Authority's Project Representative or as otherwise required by law. In the event the Consultant becomes aware that confidential information must be disclosed under a legal requirement, Consultant will notify Authority of the requirement and the affected information.

20. FORCE MAJEURE: Neither Party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is delayed by any cause beyond the reasonable control of the affected Party. In the event of such a delay, the time for performance for the affected Party shall be extended for a period equal to the time lost during the delay, or the Contract may be terminated in accordance with terms herein should such delay be sufficient that termination is in the best interest of the Authority.

21. SEVERABILITY and WAIVER: If any part of this Contract is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Contract, and this Contract shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Contract. Further, the failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions or options on any future occasion.

22. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The Parties agree that venue of all claims and lawsuits arising out of this Contract shall lie in Nueces County, Texas.

23. OPEN RECORDS: The Authority is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the Authority is required to disclose to the public (upon request) this Contract and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Consultant agrees that the disclosure of this Contract or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the Authority as required by the Texas Public Information Act or any other applicable law will not expose the Authority (or any party acting by, through or under the Authority) to any claim, liability or action by the Consultant.

24. NO ORGANIZATIONAL CONFLICT OF INTEREST: Consultant hereby certifies that it has no actual or potential Organizational Conflict of Interest. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons or entities, the Consultant is unable or potentially unable to render impartial assistance or advice to Authority or the Consultant's objectivity in performing the services under this Contract is or might otherwise be impaired. Consultant agrees to immediately notify Authority of any actual or potential Organizational Conflict of Interest that develops during the term of this Contract. Consultant agrees that Authority may terminate this Contract immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Contract.

25. DEFAMATION: The Parties covenant and agree that in no event, and at no time during the Term or at any time thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other's businesses, services, properties or assets, or employees, personnel, agents, or representatives.

26. HEADINGS: All Section headings or other titles used in this Contract are used solely for convenience and shall not affect or be used in connection with the interpretation or construction of this Contract.

27. ENTIRETY OF CONTRACT: This writing embodies the entire Contract and understanding between the Parties hereto, and there are no other contracts or understandings, oral or written, between them with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing and signed by both Parties hereto.

[Signature page follows this page]

IN WITNESS WHEREOF, this Contract is made effective as of the Effective Date.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____

Name: Sean Strawbridge

Title: Chief Executive Officer

Date: _____

"Authority"

TETRA TECH, INC.

By: _____

Name: Jonathan Burgiel

Title: Business Unit President

Date: July 9, 2018

"Consultant"

EXHIBIT A

SCOPE OF SERVICES

The Consultant will perform the following services in accordance with the terms and conditions set forth in this Contract:

All work shall be performed in accordance with FEMA guidelines and will comply with the General Contract Provisions outlined in Exhibit D, which is herein incorporated by reference.

A. Staff Mobilization. The Consultant will mobilize within 48 upon receipt of a notice to proceed to respond to unpredicted disasters. Additional staff will also be contacted and put on standby for potential mobilization. Logistical arrangements for out of town staff is the responsibility of the Consultant.

B. Field Documentation of Work. Consultant will carefully document debris removal and management activities conducted by Authority's designated Debris Management Service Provider. Consultant will work closely with Authority and with FEMA to determine the most effective methods of documentation to ensure that debris removal is eligible for federal funding. Consultant will communicate with FEMA to ensure documentation supports project reimbursement. Consultant will also work with FEMA in an effort to pre-validate as much eligible debris removal as practical.

C. Collection Monitoring of Port Authority Property Debris Removal. Consultant will provide collection monitors for each of the Authority's designated Debris Management Service Provider's loading crews to ensure each load is related to the disaster and follows FEMA PA guidelines. The street address and GPS coordinates will be recorded on each load ticket. Consultant will initiate an electronic load ticket using RecoveryTrac Automated Debris Management System or multi-part paper load ticket in the field for each load. Load tickets will contain information related to the location of the debris, time, date, truck identification, truck driver, etc. Each load ticket will then be delivered by the truck driver, to the disposal site or Debris Management Site (DMS) for load rating.

Load ticketing and documentation will be performed for all types of debris removal, including the removal of trees and/or vegetation, abandoned cars, boats, marine debris, white goods, spill cleanup, structure demolition and other debris removal categories. Field monitoring of debris haulers will be performed in accordance with current FEMA and state requirements and in coordination with the Authority.

D. Monitor Training. Consultant will provide training to all employees concerning safety, eligibility for reimbursement, and disaster specific information. Consultant will also be required to perform adequate training for locally hired staff. All Consultant employees must be able to effectively communicate to a level appropriate to their responsibilities.

E. Spot Checks and Auditing of Monitors. Consultant will provide management and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation, and are communicating effectively with Authority's Debris Management Service Provider.

F. Project Mapping. GIS generated maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for Authority's information, and FEMA documentation. Consultant will assist Authority in public communication and will document and relay any complaints for action by the contractor or the Authority.

G. Truck Certification. Consultant will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos, and calculations documenting the capacity of the truck will be kept for load rating and ticket auditing. Certification data will be available at each DMS/disposal site for verification. Certifications will also include a methodology to discourage collection contractors from modifying their vehicle after certification, and for detecting modifications, such as changes to sideboards. Photographs of the vehicle and its driver will be used for documentation. Periodic spot checks and recertification will be performed for vehicles that have potentially been altered after initial certification.

H. Quality Control/Quality Assurance. A QA/QC program will be implemented by the Company to minimize errors in debris monitor tickets and all documentation functions. Eligibility of work, reliability of documentation and data accuracy are critical in achieving full reimbursement for eligible project expenses.

I. DMS/Disposal Sites. Consultant will provide trained monitors at DMS and disposal sites to make accurate call loads based on the amount of debris in each truck. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track, and document hauling of reduced debris from DMS sites through final disposal, where applicable.

J. Data Management. Consultant will establish an advanced project data management system and upload load ticket information on a daily basis. This information can be provided to Authority, FEMA, and the Authority's Debris Management Contractor, as directed by Authority. This will include GPS coordinates / addresses for debris removal. Additionally, the staff will work with the Contractor to reconcile invoices, and review debris removal invoices for recommendation of payment by Authority. Furthermore, Consultant will organize field information for FEMA documentation including photographs and/or GPS coordinates. Consultant will help track invoices for FEMA reimbursement and provide additional supporting information as requested.

K. Public Information Support. Consultant may be asked to assist Authority in public outreach following a disaster event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to respond to complaints and concerns, or establishing a website. This also may include assistance with press releases, public notices, and other public information functions. All functions will be performed in a manner to maximize federal and state reimbursement.

L. Funding Support. Consultant shall assist Authority in securing reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with Authority to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and assisting Authority and FEMA personnel with Project Worksheets, Versions, etc. Consultant shall be prepared to assist Authority with appeals based on their knowledge of FEMA reimbursement policies. Monitor shall be prepared to assist Authority, if requested, in tracking progress of Project Worksheets and providing quick response to any problem issue that may arise that could slow funding. Consultant shall be prepared to assist Authority in finding additional funding reimbursement sources related to disaster mitigation.

M. Other Related Services. Services not specifically identified in this request, but are needed to provide a complete debris management and documentation project.

N. Safety Meetings and Monitoring Updates. Safety of monitoring staff is of paramount importance. Consultant will hold regular meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

O. Coordination Meetings with Contractor(s). Consultant will initiate a coordination meeting with the debris removal contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and Authority Debris Management Contractor are communicating with each other to ensure a successful project.

P. Contractor Damages. Consultant may be asked to develop a database application to track and help Authority manage contractor damages.

Q. Status Reports. Consultant will provide detailed daily or weekly status reports to Authority as requested for use and information. Relevant project statistics and cumulative statistics will be shown in a straight forward manner to officials to provide information to the media or to their constituents.

R. Public Assistance (PA) Consulting. Consultant will provide PA Consulting Services if requested by Authority, such as.

a. Identification of eligible emergency and permanent work
b. Damage Assessment;
c. Assistance in attaining Immediate Needs Funding;
d. Loss measurement and categorization;
e. Insurance evaluation, documentation adjusting and settlement services;
f. Project Worksheet generation and review;
g. FEMA and Natural Resources Conservation Services (NRCS) reimbursement support;
h. Staff augmentation with experienced Public Assurance Coordinators and Project Officers;
i. Interiminspections, final inspections, supplemental Project Worksheet generation and final review;
j. Appeal services and negotiations;
k. Reconstruction and long-term infrastructure planning; and
l. Final review of all emergency and permanent work performed.

EXHIBIT B

FEE SCHEDULE

HOURLY RATE SHEET

CATEGORY	HOURLY RATE
Field Project Manager	$89.00
Operations Manager	$76.00
Field Supervisors	$59.00
Project Coordinator	$35.00
GIS Analyst	$65.00
Debris site (DMS)/Tower Monitors	$36.00
Load Ticket Data Entry Clerk	$0.00
Health and Safety Officer	$76.00
Data Manager	$79.00
Collection Monitor	$36.00
Billing/Invoice Analysts	$60.00
Crew Monitors	$36.00
Environmental Specialist	$115.00
Call Center Staff	$32.00

The Consultant will perform the Services described in Exhibit A in accordance with the terms and conditions of this Contract on a fixed rate or an hourly fee basis; provided, however, that the total fee for services rendered under this Contract will not exceed the specified estimated amount for the specific scope of services requested to be performed at that time, without Authority's written approval. Services provided by Consultant will be billed as specified in Exhibit B. These fees will cover all of Consultant's overhead costs, including but not limited to, office rent, long distance telephone charges, postage, payroll, copying charges and travel. Special costs such as boat rental and marine expenses may be billed to the Authority at cost without mark-up.

Not later than the twentieth (20th) day of each calendar month, Consultant shall submit to Authority detailed invoices for all services performed and Direct Costs incurred, if any, pursuant to this Agreement during the prior calendar month. The invoices shall describe in detail the Services performed during the prior month and shall list the days and hours worked, approved Direct Costs, milestone achievements, tasks performed or completed, and the Services performed during each day of the prior month. Authority shall review the invoices and notify Consultant in writing (including email) within twenty (20) days of any disputed amounts.

Should this Contract be terminated for any reason, the Consultant will be paid all fees earned up to the termination date and any approved direct expenses incurred.

EXHIBIT C

INSURANCE

Without limiting the indemnity obligations or liabilities of Service Provider or its insurers, provided herein, Service Provider agrees to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum amounts as follows:

	TYPE OF INSURANCE	LIMITS OF LIABILITY
A.	Workers' Compensation	Statutory
B.	Employer's Liability	$1,000,000 per Occurrence $1,000,000 Aggregate
C.	Commercial General Liability	$1,000,000 per Occurrence $2,000,000 Aggregate

The CGL Policy will provide contractual liability coverage at the aforementioned limits.

D.	Business Automobile Liability	$1,000,000 per Occurrence

Automobile liability insurance coverage will include all owned, non-owned, and hired vehicles.

E.	Professional Liability	$2,000,000

Service Provider will procure and maintain professional liability insurance for protection from claims arising out of performance of its Services under this Contract caused by any error, omission, or act for which the Service Provider is legally liable. Policies written on a claims-made basis shall have an extended reporting period of at least two (2) years beyond termination of the Contract.

F.	Umbrella Liability	$5,000,000 per Occurrence

Umbrella liability coverage will apply to Employer's Liability, Commercial General Liability, and Business Automobile Liability.

G.	Contractor's Pollution Liability	$2,000,000 per Occurrence
H.	Railroad Protective Liability	$1,000,000 per Occurrence $2,000,000 Aggregate
I.	Protection & Indemnity (P&I) Insurance	$1,000,000

Each policy, except Professional Liability, must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, its Port Commissioners, officers and employees ("Authority Parties"). Additionally, the Authority Parties shall be designated as an Additional Insured either by a blanket additional insured or a specific endorsement on all policies, except for Worker's Compensation, Employer's Liability, and Professional Liability. In the event that the work of Service Provider's employees fall within the purview of the United States Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or the Federal Employer's Liability Act, Service Provider shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts.

Each policy, except Workers' Compensation and Professional Liability, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insureds with respect to claims arising under this Contract.

The insurance required as listed above, shall apply to any contractor or subcontractor performing for or on behalf of Service Provider, and Service Provider shall ensure that any such subcontractor is aware of and is in compliance with the insurance requirements during any period such contractor is performing work under this Contract.

The minimum insurance required may be increased periodically upon request by Authority to commercially reasonable limits**.** The company writing each of the Policies must possess a current rating with A.M. Best Company of at least "A-, VII".

Service Provider's liability shall not be limited to the specified amounts of insurance required herein.

EXHIBIT D

CONTRACT GENERAL PROVISIONS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. **Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908.** Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. **Contract Termination.** All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

C. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. **Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. **Recovered Materials.** See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013 as amended at 79 FR 75888, Dec. 19, 2014]

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: Darrin Aldrich;
darrin@pocca.com
(361) 885-6169

Adopt a Resolution Approving a Farm and Ranch Contract between the Port of Corpus Christi Authority of Nueces County, as Purchaser, and Compass Bank, in its Capacity as Trustee of the Letitia Law McCampbell Trust, et al., as Seller, and Authorizing the Execution of the Contract and Related Closing Documents

SUMMARY: Staff is requesting a resolution approving a Farm and Ranch Sales Contract between PCCA, as purchaser, and the Compass Bank in its capacity as Trustee of the Letitia Law McCampbell Trust, et al., as seller, (the "McCampbell Property) and authorizing the execution of the contract and related closing documents**.**

BACKGROUND: PCCA staff and the PCCA Long Range Planning Committee continually assess and evaluate the highest and best use of its land holdings and the opportunities to acquire additional real estate holdings in the Coastal Bend Region to foster economic development and increase commerce utilizing PCCA waterways and intermodal transportation assets. The McCampbell Property is centrally located between La Quinta Channel and Hwy 361 in San Patricio County, Texas and the acquisition of this tract of land will afford PCCA with substantial opportunity to expand its inland infrastructure to facilitate development of PCCA waterways and intermodal transportation facilities in this region. The terms and conditions of Real Estate Sales Contract have been negotiated and agreed upon and are presented at this meeting of the Port Commission for approval.

ALTERNATIVES: Do not approve sales contract

CONFORMITY TO PORT POLICY: This Resolution is consistent with the PCCA Strategic Plan (Strategic Goal #4 – Foster compatible industrial and maritime development by acquiring and protecting land for industrial development and port related infrastructure).

EMERGENCY: N/A

FINANCIAL IMPACT: $10.00 and other good and valuable consideration.

STAFF RECOMMENDATION: Staff recommends approval of adopting a resolution approving a real estate sales contract between PCCA, as purchaser, and Compass Bank

in its capacity as Trustee of the Letitia Law McCampbell Trust, et al., as seller, and authorizing the execution of the contract and related closing documents.

DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate Services
Reviewed & Approved	Darrin Aldrich Kent Britton
Legal	Jimmy Welder Bruce Hawn
Senior Staff	John P. LaRue Sean Strawbridge Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Resolution
Location Map
Survey Provided by Seller

RESOLUTION APPROVING A REAL ESTATE SALES CONTRACT BETWEEN THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, AS PURCHASER, AND COMPASS BANK IN ITS CAPACITY AS TRUSTEE OF THE LITITIA LAW MCCAMPBELL TRUST, ET AL, AS SELLER, AND AUTHORIZING THE EXECUTION OF THE CONTRACT AND RELATED CLOSING DOCUMENTS

WHEREAS, the Compass Bank, in its capacity as Trustee of the following trusts: Letitia Law McCampbell Trust, John S. McCampbell Trust, & Jean McCampbell Davis Trust, David S. Sien (by Letitia R, Barnhill, Agent), Almeda D. Hodge (by Letitia R. Barnhill, Agent), Day Doughty Smith (by Letitia R. Barnhill, Agent), William McCampbell Gibson Individually and as Trustee of the William M. Gibson and Descendants Trust, Letitia R. Barnhill, Trustee of the Letitia R. Barnhill Exempt Trust, John W. Robinson III, Trustee of the John W. Robinson III Exempt Trust, Ray T. Madison (by Letitia R. Barnhill, Agent), and William Conn McCampbell (by Letitia R. Barnhill, Agent) (collectively "Seller") is the owner of 2,834.519 acres of land, more or less, in San Patricio County, Texas, which is more particularly described in **Exhibit A** attached hereto ("***Property***"); and

WHEREAS, the Port Commission of the Port of Corpus Christi Authority of Nueces County, Texas ("***PCCA***"), has considered a Real Estate Sales Contract ("***Contract***") for the purchase of the Property at this meeting; and

WHEREAS, PCCA's staff recommends approval of the Contract;

NOW, THEREFORE, BE IT RESOLVED BY THE PORT COMMISSION THAT:

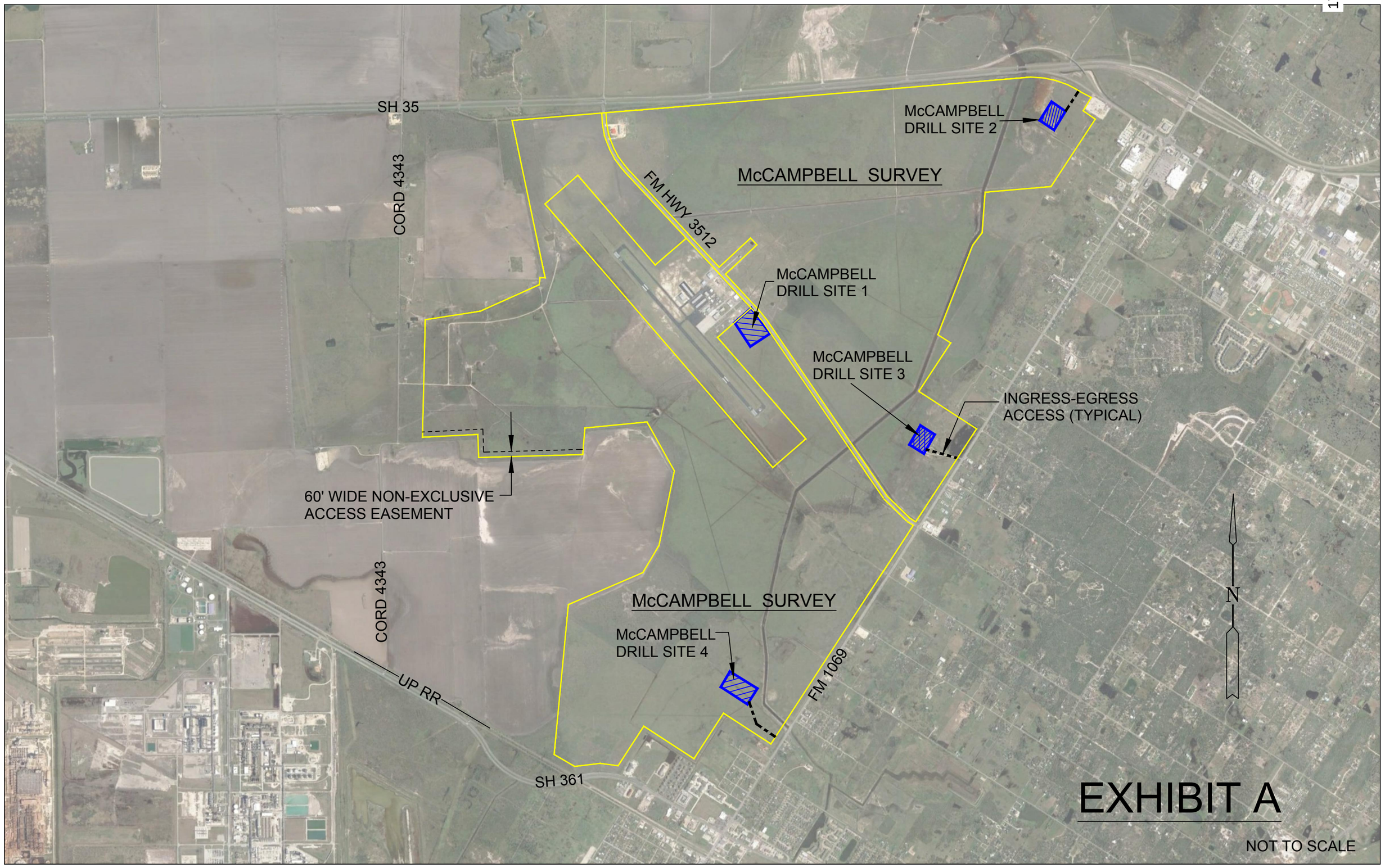
Section 1. The purchase of the Property from the Seller in accordance with the terms and conditions of the Contract in substantially the form presented to this meeting (the "***Transaction***") is hereby approved.

Section 2. The Chief Executive Office is hereby authorized and directed, for and on behalf of PCCA, to close the Transaction pursuant to and in accordance with the terms and conditions of the Contract without any further actions or approvals by the Port Commission.

Section 3. In connection with the closing of the Transaction, the Chief Executive Office is hereby authorized and directed, for and on behalf of PCCA, to execute and deliver the following documents after the legal form of such documents has been approved by PCCA's counsel: (i) closing statement and any other documents required by the title company in order to close the Transaction; and (ii) any other documents or certificates necessary to close the Transaction.

Section 4. The Chief Executive Office is hereby authorized and directed to execute, attest, seal, and deliver any and all additional certificates, documents, affidavits, or other papers and to do any and all things he deems necessary to close the Transaction and to carry out the intent and purposes of this Resolution.

Section 5. This Resolution is hereby adopted by the Port Commission on July 17, 2018.


SH 35
CORD 4343
McCAMPBELL
DRILL SITE 2
McCAMPBELL SURVEY
FM HWY 3512
McCAMPBELL
DRILL SITE 1
McCAMPBELL
DRILL SITE 3
INGRESS-EGRESS
ACCESS (TYPICAL)
60' WIDE NON-EXCLUSIVE
ACCESS EASEMENT
CORD 4343
McCAMPBELL SURVEY
McCAMPBELL
DRILL SITE 4
UP RR
FM 1069
SH 361
N
EXHIBIT A
NOT TO SCALE

SCALE 1" = 1000 FEET

MARCELO GARCIA A-128

PETER MAHONEY A-192

R. MARTINEZ A-194

J. NOLAN A-208

E. D. HARRISON A-167

WM. BOYD A-54

WM. BOYD A-55

ELIZABETH TALLY A-261

6091.22 Acres
Mrs. Jean McCampbell Davis
Vol. 103, Pg. 151
D. R., S. P. C., Tx.

STRING MOTT AVE.

DUPREE LRD.

McCAMPBELL RD.

STATE HIGHWAY 35

FLOOD ZONE A

FLOOD ZONE AE

FLOOD ZONE X*

FLOOD ZONE X

230 Ac.
Tedford Bros.

J. FISHER A-123

10.00 AC.
Pete MacCallum
C.F. No. 623421
O.P.R. S.P.C. TX.

10.00 AC.
ROADSIDE PARK Reserved

861.92 AC.

5.389 Ac.
State of Texas
Vol. 184, Pg. 354
D. R., S. P. Co., TX

CB= S 73° 31' 11" E
CD= 1194.30'
R= 2068.82'
L= 1211.53'

State of Texas
Vol. 656, Pg. 88
D. R., S. P. Co., TX

9204.22'

S 57°08'56" E
460.27'

1.45 Ac.
Central Power and Light
Vol. 432, Pg. 209
D. R., S. P. Co., TX

(2.77 Ac.)
AEP TEXAS

STATE HWY. 35 BUSINESS

W. WHEELER AVE.

120' Drainage Easement
County of San Patricio

Drainage Ditch

604.55 ACRES
TRACT 1-B

(1810.32 Ac.)
Mrs. Jean M. Davis
Vol. 103, Pg.151
D. R., S. P. C., TX.

60' Utility Easement
Central Power and Light
C. F. No. 350766
R. P. R., S. P. Co., TX

140' Drainage Easement
County of San Patricio
C.F. No. 383189
R. P. R., S. P. C., TX

7222.95'

835.94'
S 05°02'05" W

41.266 Ac.
Virginia Schwenke
C.F.No. 449919
R.P.R. S.P.C. TX.

109.74'
S03°45'34"W

7222.95'
(2200.12 Ac.)
John S. McCampbell
Vol. 103, Pg.156
D. R., S. P. C., TX.

NE Cor.
543.74 Ac. Tr.
(Tract 1-A)

S 36°31'22" W
1367.12'

2224.16'
S 21°18'24" W

T. P. McCAMPBELL SUBDIVISION
VOL. 11, PG. 21
M. R., S. P. C., Tx.

Prairie View Cemetery

Natural East
37.68 Acres

FLOODWAY

ZONE X*

140' Drainage Easement
County of San Patricio
C.F. No. 383189
R. P. R., S. P. C., TX

90' Drainage Easement
County of San Patricio

C. JORDAN A-176

524.80 ACRES
TRACT 1-A

19.21 Ac. (120' R-O-W)
County of San Patricio
C. F. No. 383199
R. P. R., S. P. C., TX.

5.00 Ac.
George T. Havelka
C. F. No. 438014
R. P. R., S. P. C., TX.

18.95 ACRES
TRACT 3-B1

R. MARTINEZ A-193

56.314 Ac.

107.280 ACRES
TRACT 2-B

FND. COR. POST

FND. 1/2" I.R. IN CONCRETE

FND. 5/8" I.R.

FND. 2" I.P.

SET 5/8" I.R.

FND. C. M.

FND. B.D.

FND. M.D.

FND. 2 1/2" I.P.

P.O.B.

140' Drainage Easement
County of San Patricio

El Paso Pipeline
Crosstex Pipeline

Gulf South Pipeline

Pipeline

Pipelines

Water Line

20' Waterline Easement
San Patrico Co.
August 17, 1989
R. P. R., S. P. Co., TX

1.267 Ac.
30' Access Easement
James C. Miller, et ux.
C. F. No. 526151
R. P. R., S. P. C., TX.

41.9 Ac., Tract 3
E. J. Gibson
C. F. No. 315378
R. P. R., S. P. C., TX.

5.0159 Ac.
Thomas W. Taylor, et ux.
C. F. No. 463426
R. P. R., S. P. C., TX.

F. M. HIGHWAY 3512

A-95 E. COOPER

FLOOD ZONE X

1181.095 ACRES
TRACT 2-A

N. FAGAN A-124

205.45 Acres
T. P. McCAMPBELL AIRPORT
County of San Patricio
Clerk's File No. 383184
R. P. R., S. P. C., TX.

524.80 ACRES
TRACT 1-A

J. D. Mills

J. KILLMER A-179

A. MORRIS A-188

88.963 ACRES
TRACT 3-A1

TR. 16 BIGELOW
(48.7 Ac.)
River Oaks Trust Co.
C. F. No. 442213
R. P. R., S. P. C., TX.

TRACT 2
1.47 Ac.
River Oaks Trust Co.
C. F. No. 442214
R. P. R., S. P. C., TX.

TRACT 3
0.36 Ac.
River Oaks Trust Co.
C. F. No. 442214
R. P. R., S. P. C., TX.

3.589 AC.
TR. 3-A2

TRACT 17 GRAHAM
(46.65 Ac.)
River Oaks Trust Co.
C. F. No. 442213
R. P. R., S. P. C., TX.

Fd. Hwy. Disc

G. W. GROVER A-132

37.397 ACRES
TRACT 3-B2

Ingleside City Limits

McCampbell Slough

104.748 ACRES
TRACT 2-C3

0.67 Ac.
Texas State Hwy. Comm.
C. F. No. 383199
R. P. R., S. P. C., TX.

F.M. HIGHWAY 1069 (AVENUE B)

HEIRS OF ROSA TEAL A-262

THOMAS T. WILLIAMSON A-145

G. W. GROVER A-131

WM. W. SMITH A-243

Olga McCann
200.45 Acres
Voc. 249 Pg. 133
D. R., S. P. C., TX.

THOMAS T. WILLIAMSON A-143

330.58 Ac., Tract 2
E. J. Gibson
C. F. No. 315378
R. P. R., S. P. C., TX.

T. T. WILLIAMSON A-293

Tract 2
166 Ac.
Mrs. Jean M. Davis
Vol. 103, Pg.151
D. R., S. P. C., TX.

150.694 Ac.
EFO Land, L. P.
C. F. No. 472035
R. P. R., S. P. C., Tx.

100.00 ACRES
R. C. Ayes
Vol. 161, Pg. 199
O. G. & L. R., S. P. C., Tx.

100.00 ACRES
J. Sahadi
Vol. 162, Pg. 286
O. G. & L. R., S. P. C., Tx.

100.00 ACRES
Catherine Sahadi
Vol. 162, Pg. 282
O. G. & L. R., S. P. C., Tx.

(300 AC.)
J. M. Felders

TRACT 1
2032.14 AC.
Frost Bank of S. A.
C. F. No. 409686
R. P. R., S. P. C., TX.

TRACT 9
3.24 Ac.
Frost Bank of S.A.
C. F. No. 409686
R. P. R., S. P. C., TX

Except 2.5 Ac.

100 Ft. R-O-W
Union Pacific Railroad
Vol. K, Pg. 122
D. R., S. P. C., TX.

S. H. 361
180 Ft. R-O-W
State of Texas
Vol. 266, Pg. 353
D. R., S. P. C., TX.

Tract 1
783.575 Ac.
First Republic Bank Dallas
Clerk's File No. 364418
R. P. R., S. P. C., TX.

Tract 2
150.12 Ac.
First Republic Bank of Dallas
Clerk's File No. 364418
R. P. R., S. P. C., TX.

40.329 ACRES
TRACT 2-C2

112.818 ACRES
TRACT 2-C1

Variable Width Easement
Central Power and Light
C. F. No. 350764(5)
R. P. R., S. P. Co., TX

40' ROAD EASEMENT

SOUTHERN PACIFIC RAILROAD

STATE HIGHWAY 361

WEST MAIN ST.

2.00 Ac.
Luis Ward
C. F. No. 535353
R. P. R., S. P. Co., TX

1.0 Ac.
Union Pacific Railroad
Vol. U, Pg. 66
D. R., S. P. Co., TX

2.11 Ac.
Ingleside Enterprises
C. F. No. 450344
R. P. R., S. P. Co., TX

1 Ac.
S. P. M. W. D.
Vol. 312, Pg. 512
D. R., S. P. Co., TX

6.415 Ac.
Big Three Industries
Vol. 520, Pg. 121
D. R., S. P. Co., TX

3.308 Ac.
Raju Bhagat
C. F. No. 528118
R. P. R., S. P. Co., TX

22.00 AC.
Rockland Development
C. F. NO. 526122
R. P. R., S. P. C., TX.

10.00 Ac.
Portside Villas, L.P.
C. F. No. 504186
R. P. R., S. P. C., TX.

54.73 Ac.
Alfred Nystrom
Vol. 75, Pg. 539
D. R., S. P. C., TX

50' Drainage Easement
C.F. No. 393933
R. P. R., S. P. C., TX

(90.31 Ac. (a))
W. G. McCampbell, Jr., et al
Vol. 191, Pg. 604
D. R., S. P. C., Tx.

143.48 Ac.
W. G. McCampbell Jr., et al
Vol. 191, Pg. 604
D. R., S. P. C., TX

HEIRS OF ROSA TEAL A-262

WILLIAM McDONOUGH A-184

W. McDONOUGH A-185

LINE DATA

LINE	DISTANCE	BEARING
L1	763.52'	N 34°18'26" W
L2	2586.09'	S 33°05'28" W
L3	713.82'	S 34°17'33" E
L4	168.88'	S 57°04'20" E
L5	169.01'	N 57°05'24" W
L6	572.06'	S 42°50'24" E
L7	908.94'	N 56°54'47" W
L8	359.60'	N 33°05'13" E
L9	357.21'	S 56°51'08" E

CURVE DATA

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	1849.91'	734.81'	N 45°39'15" W	729.99'
C2	1969.91'	293.15'	N 38°33'55" W	292.88'
C3	1969.91'	517.89'	S 49°30'06" E	516.40'
C4	1935.51'	571.44'	S 82°08'41" W	569.37'
C5	1849.91'	292.87'	S 38°32'50" E	292.57'
C6	1935.51'	447.75'	N 82°43'59" W	446.76'
C7	1969.91'	664.43'	S 08°23'44" E	661.28'
C8	1849.91'	665.30'	N 08°40'18" W	661.72'
C9	1969.91'	851.77'	S 30°27'29" E	845.15'
C10	1849.91'	771.40'	N 30°53'00" W	765.82'
C11	1969.91'	264.30'	S 38°07'36" E	264.09'

1) THERE MAY BE EXISTING PIPELINES NOT SHOWN ON THIS MAP. USE THE TEXAS ONE CALL SYSTEM TO LOCATE PIPELINES BEFORE PERFORMING ANY EXCAVATION ON THIS PROPERTY.

2) BEARINGS ARE GPS, NAD 27 TEXAS SOUTH ZONE.

3) THE FEMA FLOOD MAPS SHOW THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED IN FLOOD ZONES A, AE, AND X. AS SHOWN ON COMMUNTIY PANEL NOS. 485480 0001 D, 485480 0002 D, 485480 0003 D, 485506 0438 D, 485506 0439 D, 485506 0440 D, AND 485506 0441 D. SEE YOUR LOCAL FLOOD PLAIN ADMINISTRATOR FOR FLOOD INFORMATION. MAPS DATED AUGUST 3, 2004.

I, Julius L. Petrus, Jr., Registered Professional Land Surveyor of Texas do hereby state that this plat represents an actual survey made on the ground, under my direction, to the best of my knowledge and ability, this the 19th day of December, 2013.

King & Petrus, Inc.
Firm No. 10127600
P. O. Box 606
Sinton, Texas 78387
Phone 361-364-2622
Fax 361-364-2641
Job No. 22674

PLAT SHOWING SURVEY OF
524.80 ACRES (TRACT 1-A), 604.55 ACRES (TRACT 1-B), 1181.095 ACRES (TRACT 2-A), 107.280 ACRES (TRACT 2-B), 112.818 ACRES (TRACT 2-C1), 40.329 ACRES (TRACT 2-C2), 104.748 ACRES (TRACT 2-C3), 88.963 ACRES (TRACT 3-A1), 3.589 ACRES (TRACT 3-A2), 18.95 ACRES (TRACT 3-B1), 37.397 ACRES (TRACT 3-B2), AND TWO 10.00 ACRE TRACTS WITHIN THE CITY OF INGLESIDE AND SAN PATRICIO COUNTY, TEXAS
SCALE 1" = 1000 FEET

DocuSign Envelope ID: 32583D4F-C4FA-48AB-A52D-A407757B53A7

NOT FOR PUBLIC CONSUMPTIO

T·107316 eg

FARM AND RANCH CONTRACT

1. **PARTIES: COMPASS BANK, in its capacity as TRUSTEE OF THE FOLLOWING TRUSTS: LETITIA LAW McCAMPBELL TRUST, JOHN S. McCAMPBELL TRUST, & JEAN McCAMPBELL DAVIS TRUST, DAVID S. SIEN (by Letitia R. Barnhill, Agent), ALMEDA D. HODGE (by Letitia R. Barnhill, Agent), DAY DOUGHTY SMITH (by Letitia R. Barnhill, Agent), WILLIAM McCAMPBELL GIBSON INDIVIDUALLY AND AS TRUSTEE OF THE WILLIAM M. GIBSON AND DESCENDANTS TRUST, LETITIA R. BARNHILL, TRUSTEE OF THE LETITIA R. BARNHILL EXEMPT TRUST, JOHN W. ROBINSON III, TRUSTEE OF THE JOHN W. ROBINSON III EXEMPT TRUST, RAY T. MADISON (by Letitia R. Barnhill, Agent), and WILLIAM CONN McCAMPBELL (by Letitia R. Barnhill, Agent)** (collectively Seller) and **PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS,** a navigation district operating under Article XVI, Section 59 of the Texas Constitution (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the following described Property (the "Property"):

2. **PROPERTY:** The land, improvements, accessories and crops except for the exclusions and reservations, are collectively referred to as the "Property".

A. LAND: The following Tracts of land situated in the County of San Patricio, Texas, described as follows:

> Tract 1-A (524.80 acres of land, more or less); Tract 1-B (604.55 acres of land, more or less); Tract 2-A (1,181.095 acres of land, more or less); Tract 2-B (107.280 acres of land, more or less); Tract 2-C1 (112.818 acres of land, more or less); Tract 2-C2 (40.329 acres of land, more or less); Tract 2-C3 (104.748 acres of land, more or less); Tract 3-A1 (88.963 acres of land, more or less); Tract 3-A2 (3.589 acres of land, more or less); Tract 3-B1 (18.95 acres of land, more or less), Tract 3-B2 (37.397 acres of land, more or less); and one 10.00 acre Tract of Land (collectively containing approximately 2,834.519 acres of land, more or less). The location of said Tracts of land are more particularly described and depicted on Exhibits "A" & "A-1" attached hereto, together with all rights, privileges, and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships.

B. FARM and RANCH IMPROVEMENTS: The following permanently installed and built-in items, if any: windmills, tanks, barns, pens, fences, gates, sheds, outbuildings, and corrals.

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C. FARM AND RANCH ACCESSORIES: The following described related accessories: NONE.

D. CROPS: Unless otherwise agreed in writing, Seller has the right to harvest all growing crops until delivery of possession of the Property.

E. EXCLUSIONS: The following improvements, accessories, and crops will be retained by Seller and must be removed prior to delivery of possession: all tangible personal property of Seller and Seller's tenant.

F. (1) RESERVATIONS: Sellers reserve all of the oil, gas and other mineral substances, and/or deposits of any kind or character, whether similar or dissimilar, whether solid, liquid or gaseous, in or under or that may be mined, produced, removed, saved, or recovered from the Land (hereinafter being collectively referred to as the "Oil, Gas and Other Minerals"). The Oil, Gas and Other Minerals include without limitation by enumeration, all hydrocarbons, coal, lignite, sulphur, phosphate, iron ore, sodium, salt, uranium, thorium, molybdenum, vanadium, titanium, and other fissionable materials, gold, silver, magnesium, iron, bauxite, geothermal energy (including hydrostatic pressure and thermal energy), hard rock minerals and base precious metals; and the term "gas" shall include helium, carbon dioxide, gaseous sulfur compounds, coal bed methane, and any other commercial gaseous substances, as well as natural gas and other "normal" hydrocarbon gases. Seller to waive surface use of the Property for the exploration, drilling for, mining and production of Oil, Gas, and Other Minerals, with the exception to four five-acre surface sites (the "Surface Sites") which shall be located in the locations depicted as McCampbell Drill Sites 1, 2, 3, & 4 in Exhibit A-1 attached hereto. In the event McCampbell Drill Site 1 is determined to be unusable due to federal, state, or local governmental regulations, such as Federal Aviation Administration regulations concerning airport height restrictions for structures erected in the vicinity of airports, then Buyer and Seller agree to to move McCampbell Drill Site 1 to a mutually agreeable location and to the extent necessary include and mutually agree on the location of an Ingress and Egress Easement (as defined below) thereto. All Surface Sites shall be in the form of a square to the extent reasonably possible. Seller to reserve 40'wide routes for ingress and egress (the Ingress and Egress Easements) between the Surface Sites and existing public roads. The Ingress and Egress Easements shall be located in the locations depicted in Exhibit "A-1". The form of the Special Warranty Deed is attached hereto as Exhibit "B".

(2) ACCESS EASEMENT PROVISIONS: In order for a 166 acre tract shown on the map attached hereto as Exhibit A as Tract 2 in the name of Mrs. Jean M Davis to have access to public roads after the sale to Buyer of the McCampbell family property that surrounds the 166 acre Davis Tract on three sides, there is reserved unto the owners of the 166 acre Davis Tract the following access easements:

1. A 60 foot Access Easement, being out of a 2032.14 acre tract of land conveyed from W. G. McCampbell, et al, to John S. McCampbell by Partition Deed recorded in Volume 103, Page 156 of the Deed of Records of San Patricio County, Texas;

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Said 60 foot Access Easement is comprised of a portion of the N. Fagan Survey, Abstract 124, is situated in San Patricio County, Texas, approximately 2 miles north of the city of Ingleside, and is described by metes and bounds as follows:

BEGINNING at a 2" iron pipe found at the westerly southwest corner of said 2032.14 acre tract, for the westerly southwest corner of this easement;

THENCE N 0° 15' 16" E along a west line of said 2032.14 acre tract and the westerly west line of this easement, a distance of 60 feet to a point for the northwest corner of this easement;

THENCE N 87° 41' 23" E along the north line of this easement, a distance of 1344.32 feet to a point for the northeast corner of this easement;

THENCE S 01° 56' 51" E along the east line of this easement, a distance of 526.14 feet to a point for an interior corner of this easement;

THENCE N 88° 29' 37" E parallel to the north line of a 150.694 acre tract of land (by survey found to contain 150.77 acres) conveyed from Centex Homes to EFO Land, L.P., by General Warranty Deed dated March 26, 1999, and recorded in Clerk's File No. 472035 of the Real Property Records of San Patricio County, Texas and the easterly south line of this easement, a distance of 2357.61 feet to a point in the east line of the 166 acre Davis Tract described in a deed recorded in Volume 103, Page 151 of the Deed Records of San Patricio County, Texas; the easterly northeast corner of this easement;

THENCE S 05° 19' 43" W 60 feet to an interior SE corner of the 2032.14 acre tract [for the SE corner of this easement] and the NE corner of the 150.694 acre tract; [for the SE corner of this easement]

THENCE S 88° 29' 37" W, with a south line of the 2032.14 acre tract and the north line of the 150.694 acre tract, 2417.61 feet to an interior SW corner of this easement;

THENCE N 01°56' 14" W along the west line of this easement, a distance of 526.14 feet to a fence corner post found for an interior corner of this easement;

THENCE S 87° 41' 23" W along a south line of said 2032.14 acre tract, and the westerly south line of this easement, a distance of 1284.32 feet to the place of beginning.

The Plat showing the Survey of the 60-foot Access Easement is attached hereto.

2. A 20' Access Easement along and east of the 40' road easement on the west boundary of the 112.818 acre tract shown as Tract 2-C1 on the map attached hereto as Exhibit A, which 20' easement begins at the SW corner of the 166 acre Davis Tract and ends at the SW corner of the 112.818 acre Tract 2-C1.

3. A 60' Access Easement along the south boundary of the 112.818 acre Tract 2-C1 and the 40.329 acre tract shown as Tract 2-C2 on the map attached hereto as Exhibit A, which 60' easement begins at the SW corner of the 112.818 acre Tract 2-C1, follows the S boundary of Tract 2-C1, along the N boundary of the Southern Pacific Railroad Right-of-Way and the N boundary of State Highway 361 to the east side of the gate on State Highway 361.

None of the descriptions in 1. 2. or 3. Above are intended to be final descriptions, but all of the access easements must be surveyed and proper descriptions prepared by Buyer's surveyor.

3. SALES PRICE:

A. The sales price ("Sales Price") is Twelve Million, Eighty-Nine Thousand, Two Hundred Five and 75/100 Dollars ($12,089,205.75).

B. The Sales Price will be adjusted based on the survey required by Paragraph 5C.

If the Sales Price is adjusted, the Sales Price will be calculated on the basis of $4,250.00 per acre. If the Sales Price is adjusted by more than 10%, Buyer may terminate this contract by providing written notice to Seller within 15 days after the Buyer receives the survey. If Buyer does not terminate this contract or if the variance is 10% or less, the adjustment will be made to the cash portion of the Sales Price payable by Buyer at closing.

4. EARNEST MONEY: Within ten days of the execution of this contract by all parties, Buyer shall deposit One Hundred Thousand and No/100 Dollars ($100,000.00) as earnest money with Texas National Title, as escrow agent, at 4838 Holly Road, Suite 100, Corpus Christi Texas 78411. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

5. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at Seller's expense an owner policy of title insurance (Title Policy) issued by: Texas National Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

(1) The standard printed exception for standby fees, taxes and assessments.

(2) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.

(3) The standard printed exception as to marital rights.

(4) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.

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(5) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements will be amended to read, "shortages in area" at the expense of Buyer.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 18. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer:

Within 45 days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. The survey to include preparation of metes and bounds descriptions of the four five (5) acre Surface Sites and forty feet (40') wide Ingress and Egress Easements thereto required by the Deed in the general locations depicted on Exhibit A attached hereto. Buyer shall furnish Seller a copy of the survey plat and metes and bounds description within five days after Buyer's receipt thereof.

D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title disclosed in the Commitment (other than the Standard Exceptions) or disclosed on the Survey (other than the Standard Exceptions) or revealed by a Phase I or Phase II Environmental Site Assessment; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: NONE.

Buyer must object the earlier of (i) the Closing Date or (ii) fifteen (15) days after Buyer receives the Commitment, Exception Documents, ESAs (defined below) and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured, within such 15-day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

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E. EXCEPTION DOCUMENTS: Prior to the execution of the contract, Seller has provided Buyer with copies of the Exception Documents listed below or on the attached exhibit. Matters reflected in the Exception Documents listed below or on the attached exhibit will be permitted exceptions in the Title Policy and will not be a basis for objection to title

Document	Date	Recording Reference
Grazing and Agricultural Lease to James F. Price, Jr., and Susan P. Price		
	Effective 1/1/2016	Probably unrecorded
Hunting Lease to James F. Price, Jr., and Susan P. Price		
	Effective 1/1/2016	Probably unrecorded
Grazing Lease to James C. Miller	Effective 9/1/2016	Probably unrecorded

Seller agrees to terminate all three leases listed above prior to or at the time of closing. In order for James F. Price, Jr., and Susan P. Price (collectively "Price") to have time to grow out the very young calves they have on the part of the Property they lease under the Grazing and Agricultural Lease dated January 1, 2016, Buyer agrees that Seller may provide for Price to have 150 days written notice of the sale of the Property, provided that Price deliver at or before closing a written termination of the Grazing and Agricultural Lease effective 150 days after such written notice or 90 days after the closing of the Sale, whichever is later, and a written termination of the Hunting Lease between Seller and Price, dated January 1, 2016 (the "Hunting Lease") to be effective on the date of the closing of the Sale from Seller to Port of Corpus Christi Authority of Nueces County, Texas.

F. SURFACE LEASES: Prior to the execution of the contract, Seller has provided Buyer with copies of written leases and given notice of oral leases (Leases) listed below or on the attached exhibit. The following Leases will be permitted exceptions in the Title Policy and will not be a basis for objection to title: Those listed as Exception Documents under 5E above.

G. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

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(3) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(4) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(5) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(6) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

(7) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is not located in a Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture

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(8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

(9) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

6. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect. Buyer shall have the right to conduct: (i) a wetlands study and delineation, and (ii) Phase I and Phase II environmental site assessments ((i) & (ii) collectively "ESAs"), at Buyer's expense. Buyer shall have sixty (60) days from the Effective Date of this Contract to complete all ESAs. Buyer shall provide to Seller the results of any and all ESAs conducted by Buyer within ten days of any such ESA being completed. Buyer to contact Marvin Dorris at (361) 779-1141 to arrange for inspection access. Buyer shall execute and deliver to Seller the Access Agreement attached hereto as Exhibit C, along with Exhibits A and B to such Access Agreement.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under this sub-paragraph does not preclude Buyer from inspecting the Property under Paragraph 6A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any. Buyer accepts the Property As Is.

C. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property.

D. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

(1) any pending or threatened litigation, condemnation, or special assessment affecting the Property;

(2) any environmental hazards that materially and adversely affect the Property;

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(3) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;

or

(4) any threatened or endangered species or their habitat affecting the Property.

E. GOVERNMENT PROGRAMS: The Property is subject to the government programs listed below or on the attached exhibit: NONE.

Seller shall provide Buyer with copies of all governmental program agreements. Any allocation or proration of payment under governmental programs is made by separate agreement between the parties which will survive closing.

7. BROKERS' FEES: All obligations of the parties for payment of brokers' fees, if any, are contained in separate written agreements.

8. CLOSING:

A. The closing of the sale will be on or before June 30, 2018, or within 7 days after objections made under Paragraph 5D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 14.

B. At closing and as a condition of closing:

(1) Seller shall execute and deliver a special warranty deed, in the form attached hereto as Exhibit "B" conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 5 and those shown on schedule B of the title commitment, and reserving in said deed the four (4) Ingress and Egress Easements to the Surface Sites; proof acceptable to buyer and title company that the leases listed in section 5E above have been in fact terminated; and furnish tax statements or certificates showing no delinquent taxes on the Property.

(2) Seller shall deliver an instrument in recordable form executed by Price effectively terminating the "Hunting Lease" immediately upon closing of this transaction.

(3) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.

(4) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.

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(5) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

9. POSSESSION:

A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted upon closing and funding. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**

B. Leases:

(1) After the Effective Date, but prior to closing this transaction, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.

(2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

10. SPECIAL PROVISIONS: This contract is expressly subject to and conditioned upon the approval, in open session, of the Port Commission of the Port of Corpus Christi Authority of Nueces County, Texas, within forty-five (45) days after Seller delivers a fully executed contract to the Buyer. Seller to convey all causes of action for injury to the Property. In the event such approval is not obtained within said 45 day period the contract shall terminate and the Earnest Money shall be returned to Buyer; and Seller shall be entitled to retain the Option Fee paid to Paragraph 20 below. The conveyance shall be made using the form of Special Warranty Deed (the "Deed") attached hereto as Exhibit "B". In the event of a conflict between the terms of the Deed and this Agreement, the terms of the Deed shall control.

11. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

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(2) Expenses payable by Buyer (Buyer's Expenses) Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess.

12. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year. Rentals which are unknown at time of closing will be prorated between Buyer and Seller when they become known.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

13. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date, provided, Seller is not obligated to incur any expense. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer, (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the

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insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

14. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

15. ESCROW:

A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

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E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 18. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

16. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

17. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

18. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Buyer at:
Port of Corpus Christi Authority
Attn: Chief Executive Officer
P.O. Box 1541
Corpus Christi, TX 77056

With Copy to:
Welder Leshin LLP
Attn: Jimmy Welder & Bruce S. Hawn
800 N. Shoreline, Suite 300N
Corpus Christi, Texas 78401
bhawn@welderleshin.com

To Seller at:

Richard T. Davis, Jr.
12011 San Vicente Blvd. Suite 510
Los Angeles, CA 90049

Letitia Robin Barnhill
P.O. Box 1226
Goliad, TX 77963

Angie Scallan
Compass Bank
P.O. Box 4886
Houston, TX 77210

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With Copy to: Delbert M. Cox
P.O. Box 1023
Refugio, TX 78377

19. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are: Exhibit "A" plat describing Property, Exhibit "A-1" depiction of Property, Exhibit "B" Form of Special Warranty Deed, and Exhibit "C" Access Agreement. This contract may be executed in multiple counterparts.

20. TERMINATION OPTION: In consideration of Buyer's agreement to pay Seller $10,000.00 (Option Fee) within 5 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within seventy-five (75) days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

21. CONSULT AN ATTORNEY BEFORE SIGNING: READ THIS CONTRACT CAREFULLY.

Seller's Attorney is:

Delbert M. Cox
P.O. Box 1023
Refugio, TX 78377
Telephone: (361) 526-2381
Fax: (361) 526-4300
E-mail: dcox@refugiotitle.com

Buyer's Attorney is:

Bruce S. Hawn
Welder Leshin, LLP
Telephone: 361-561-8015
Fax: 361-561-8001
E-mail: bhawn@welderleshin.com

[*Signature Page Immediately Follows*]

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EXECUTED the day of 6/18, 2018.

SELLERS:

COMPASS BANK, TRUSTEE
LETITIA LAW McCAMPBELL TRUST

By: DocuSigned by: Angie Scallan, Vice President
D0E20610D0A9483...
Name: _____
Title: _____

COMPASS BANK, TRUSTEE
JOHN S. McCAMPBELL TRUST

By: DocuSigned by: Angie Scallan, Vice President
D0E20610D0A9483...
Name: _____
Title: _____

COMPASS BANK, TRUSTEE
JEAN McCAMPBELL DAVIS TRUST

By: DocuSigned by: Angie Scallan, Vice President
D0E20610D0A9483...
Name: _____
Title: _____

_____
David S. Sien,
By: _____
Letitia R. Barnhill, Agent

_____

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EXECUTED the day of _____, 2018.

SELLERS:

COMPASS BANK, TRUSTEE
LETITIA LAW McCAMPBELL TRUST

By: _____

Name: _____

Title: _____

COMPASS BANK, TRUSTEE
JOHN S. McCAMPBELL TRUST

By: _____

Name: _____

Title: _____

COMPASS BANK, TRUSTEE
JEAN McCAMPBELL DAVIS TRUST

By: _____

Name: _____

Title: _____

_____

David S. Sien,
By: DocuSigned by: Letitia R. Barnhill
Letitia R. Barnhill, Agent

_____

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Almeda D. Hodge,

By: DocuSigned by: Letitia R. Barnhill
309D17[illegible]

Letitia R. Barnhill, Agent

Day Doughty Smith,

By: DocuSigned by: Letitia R. Barnhill
[illegible]

Letitia R. Barnhill, Agent

DocuSigned by: William McCampbell Gibson
[illegible]

William McCampbell Gibson, Individually

WILLIAM McCAMPBELL GIBSON, TRUSTEE OF THE WILLIAM M. GIBSON & DESCENDANTS TRUST

By: DocuSigned by: William McCampbell Gibson
[illegible]

William McCampbell Gibson, Trustee

LETITIA R. BARNHILL, TRUSTEE OF THE LETITIA R. BARNHILL EXEMPT TRUST

By: DocuSigned by: Letitia R. Barnhill
[illegible]

Letitia R. Barnhill, Trustee

JOHN W. ROBINSON III, TRUSTEE OF THE JOHN W. ROBINSON III EXEMPT TRUST

By: DocuSigned by: John W. Robinson, III
[illegible]

John W. Robinson III, Trustee

Ray T. Madison

By: DocuSigned by: Letitia R. Barnhill
[illegible]

Letitia R. Barnhill, Agent

NOT FOR PUBLIC CONSUMPTIO

William Conn McCampbell

DocuSigned by:
By: Letitia R. Barnhill
309[illegible]**Letitia R. Barnhill, Agent**

BUYER:

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____
Sean C. Strawbridge
Chief Executive Officer

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of Contract and $100,000.00 in Earnest Money is hereby acknowledged.

Escrow Agent: **Texas National Title**

By: _____ Date: 6/19/18 ("Effective Date")

Name: _____

Title: _____

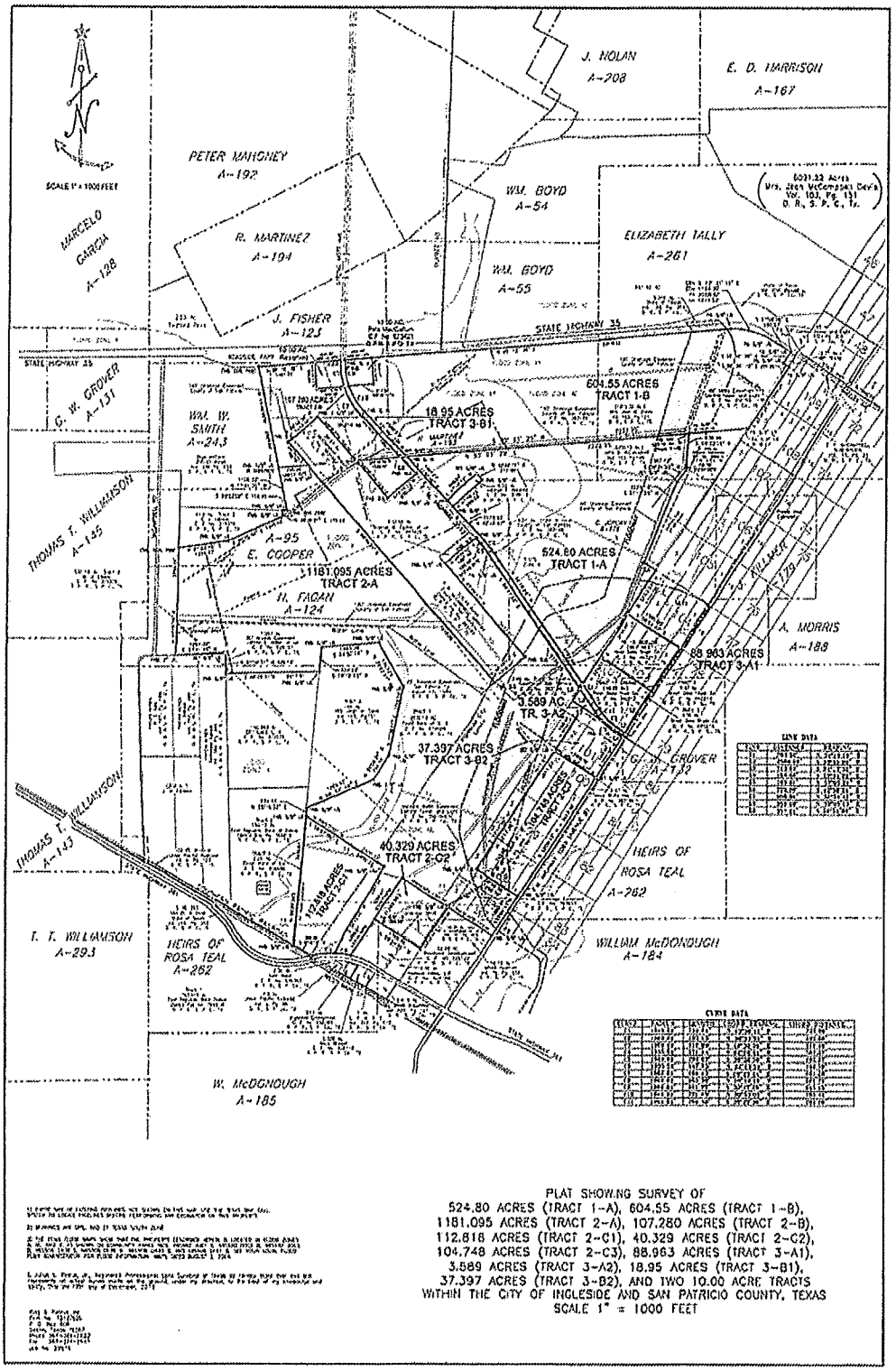
Elizabeth Goerner, Escrow Officer
Texas National Title (TNT)
4838 Holly Road, Suite 100
Corpus Christi, TX 78411
P (361) 826-7780 F (361) 998-9765
Elizabeth@TexasNationalTitle.com

DocuSign Envelope ID: 32683D4F-C4FA-48AB-A52D-A407757B53A7

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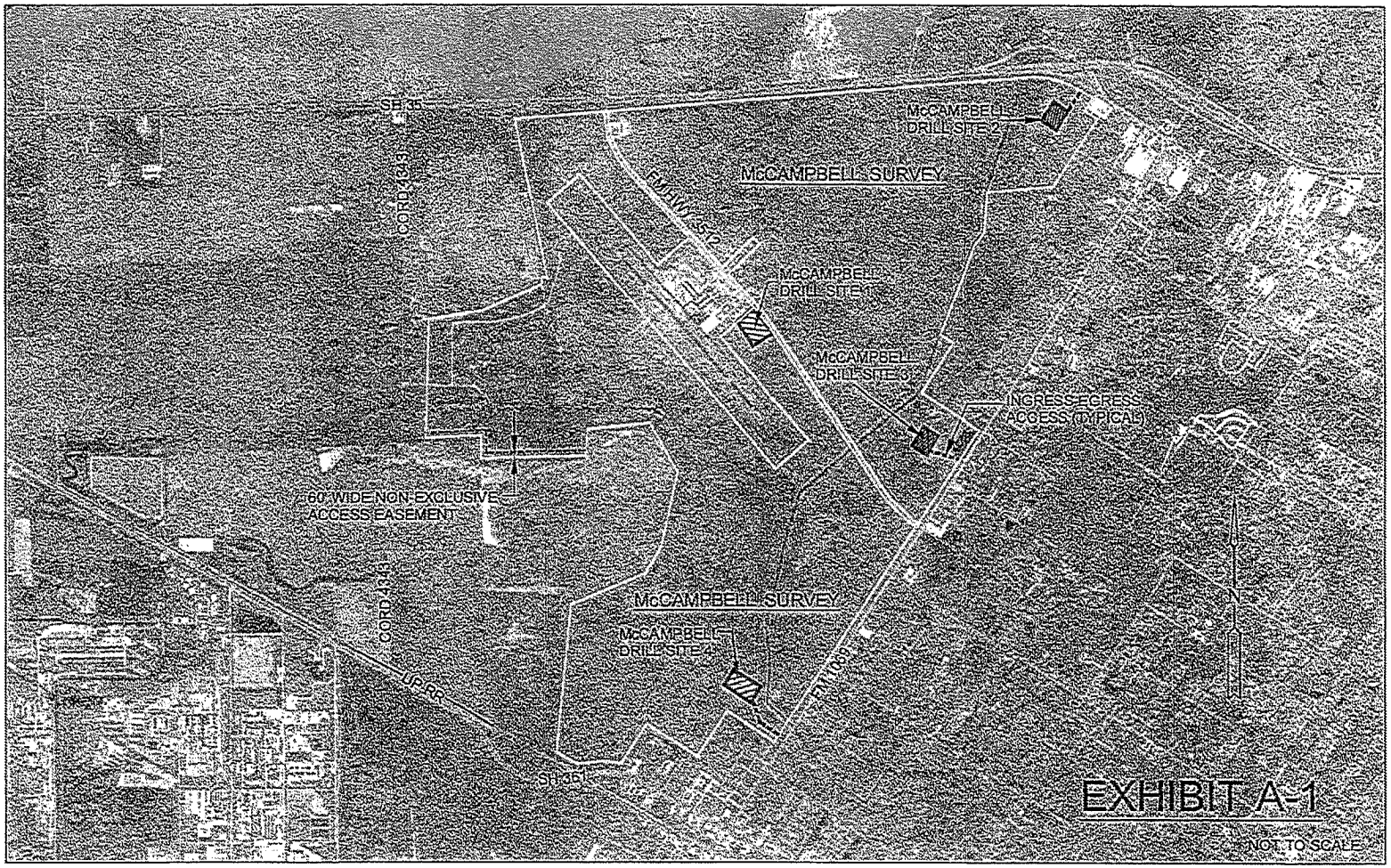
Exhibit "A"
To Farm and Ranch Contract



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EXHIBIT "A-1"
TO
REAL ESTATE SALES CONTRACT
(Depiction of Property)



DocuSign Envelope ID: E3BD6418-89D0-49F0-9976-44E8CA3334F4

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EXHIBIT "C"

ACCESS AGREEMENT

This Access Agreement ("Agreement") is made and entered into as of this __ day of June, 2018 ("Effective Date") by and between the undersigned (collectively, "Owner") and Port of Corpus Christi Authority of Nueces County, TX ("Buyer").

Recitals

Owner owns approximately 2,834.519 acres of real property located in San Patricio County, Texas, which is shown on Exhibit "A" attached hereto ("Property").

Buyer has expressed an interest in accessing and purchasing the Property.

Owner is willing to grant to Buyer a right of access to the Property.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Buyer agree as follows:

1. Access. Beginning on the Effective Date and continuing for a period of 60 days ("Access and Approval Period"), Buyer shall have the right to access the Property to conduct such examinations and inspections in Buyer's sole and absolute discretion to determine the feasibility of the Property for the uses desired by Buyer. Buyer agrees to notify Owner prior to each entry of the Property. Buyer may examine the physical condition and suitability of the Property, entitlements, zoning, necessity of obtaining governmental approvals, permits, status of title, access and utilities; acquire financing, conduct environmental tests including soil borings, conduct soil and geotechnical analysis, and determine economic feasibility of the Property. The foregoing list is not intended to be an absolute list of the investigations to be made by Buyer. Owner agrees to reasonably cooperate with Buyer in connection with all due diligence activities. All of Buyer's operations conducted on Owner's property shall be subject to the conditions set forth on Exhibit "B" attached hereto.

2. Insurance and Liability. Prior to any entry by Buyer or any of its representatives, contractors, employees or agents on the Property, Buyer shall procure and maintain the insurance set forth in paragraph 18 of Exhibit B to this Access Agreement If Buyer's inspections cause any damages to the condition of the Property, following completion of its inspections, Buyer shall restore the surface of the Property to the substantial condition that existed prior to its damage. BUYER SHALL, TO THE EXTENT ALLOWED BY LAW, INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER AND OWNER'S TENANT FROM AND AGAINST ANY AND ALL EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES ACTUALLY INCURRED), LOSS, INJURY, CLAIM, LIEN, CAUSE OF ACTION OR DAMAGE ARISING OUT OF BUYER'S ENTRY AND

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OPERATIONS under this Section 2, except (i) to the extent any claim arises from the gross negligence or willful misconduct of Owner, Owner's Tenant, or Owner's agents, (ii) any damage to the Property arising out of latent defects, (iii) the displacement or disturbance of hazardous materials not placed on the property by Buyer, or (iv) the discovery of pre-existing conditions. Buyer agrees to indemnify and hold Owner harmless from any and all damages or losses to the farm land due to Buyer's or it's subcontractor's operations.

3. Termination. The termination of this agreement in whole or in part with respect to all or any portions of the Property at any time shall not alter or diminish the rights or obligations of the parties which may have previously accrued, including, without limitation, rights or obligations created by the indemnity contained herein.

4. Nondisclosure. Except as required to be disclosed by law, Buyer agrees that it shall not disclose to third parties other than its affiliates, agents, lenders or representatives, the results of any inspections or tests, as well as the contents of any of the documents or studies conducted by Buyer pursuant to this Agreement that reflect the possible existence of hazardous materials or other unsuitable environmental condition without obtaining the consent of Owner. Except as required to be disclosed by law, Owner and Buyer agree to keep the terms of the Farm and Ranch Contract, this Access Agreement, the Conditions attached hereto, and the negotiation of these agreements confidential for period of one year.

5. Due Diligence Reports. Buyer shall provide Owner copies of all final reports produced for Buyer for the purpose of studying the Property, including environmental reports, test reports, and surveys within 10 days after Buyer receives each such report and or survey Buyer makes no representation or warranty as to the truth, accuracy or Owner's right to use of any such reports. If Buyer receives a preliminary report or an incomplete report, and has not received a final report on such matter within 90 days thereafter, then the preliminary report or incomplete report shall be considered the final report, and a copy delivered to Seller within 100 days after such report was received. Should a final report be received thereafter, a copy thereof shall be delivered to Seller within 10 days after Buyer receives the report.

6. Successors and Assigns. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Owner and Buyer. Buyer shall not assign any of its rights or obligations under this Agreement to any third party other than its affiliated companies without first obtaining the Owner's prior written consent.

7. Attorneys' Fees and Expenses. In any action brought by either Buyer or Owner to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party, in addition to any other relief granted, reasonable attorneys' fees and costs, court costs and experts' fees and costs.

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8. Governing Law. This Agreement shall in all respects be governed by the internal laws of the State of Texas as to all matters of construction, validity and performance without regard to conflicts of laws principles.

9. Purchase Agreement Conflict. No modification or waiver under this Agreement shall be deemed effective unless in writing and signed by the relevant party or parties hereto. In the event of any conflict between the terms, conditions and/or requirements of this Agreement and the Purchase Agreement, the Purchase Agreement shall control.

10. Electronic Signatures and Counterparts. Electronic or scanned signature pages shall be deemed original signatures. This Agreement may be executed in one or more counterparts, including electronic counterparts, each of which shall, for all purposes, be deemed an original, and all such counterparts, taken together, shall constitute one and the same instrument. Owner and Buyer hereby waive any defenses to the enforcement of the terms of this Agreement based on the electronic form of signature.

IN WITNESS WHEREOF, the Owner and the Buyer have executed this Agreement as of the Effective Date.

OWNER:

COMPASS BANK, TRUSTEE
LETITIA LAW McCAMPBELL TRUST

DocuSigned by:
By: Angie Scallan, Vice President
D0E20610D0A9483...
Name: _____
Title: _____

COMPASS BANK, TRUSTEE
JOHN S. McCAMPBELL TRUST

DocuSigned by:
By Angie Scallan, Vice President
D0E20610D0A9483...
Name: _____
Title: _____

NOT FOR PUBLIC CONSUMPTIO

COMPASS BANK, TRUSTEE
JEAN McCAMPBELL DAVIS TRUST

DocuSigned by:
By: Angie Scallan, Vice President
D0E20610D0A9483...
Name: _____
Title: _____

_____
David S. Sien,
By: _____
Letitia R. Barnhill, Agent

_____
Almeda D. Hodge,

By: _____
Letitia R. Barnhill, Agent

_____
Day Doughty Smith,

By: _____
Letitia R. Barnhill, Agent

_____
William McCampbell Gibson, Individually

WILLIAM McCAMPBELL GIBSON, TRUSTEE OF THE WILLIAM M. GIBSON & DESCENDANTS TRUST

By: _____
William McCampbell Gibson, Trustee

NOT FOR PUBLIC CONSUMPTIOI

COMPASS BANK, TRUSTEE
JEAN McCAMPBELL DAVIS TRUST

By: _____

Name: _____

Title: _____

David S. Sien,

By: DocuSigned by: Letitia R. Barnhill

Letitia R. Barnhill, Agent

Almeda D. Hodge,

By: DocuSigned by: Letitia R. Barnhill

Letitia R. Barnhill, Agent

Day Doughty Smith,

By: DocuSigned by: Letitia R. Barnhill

Letitia R. Barnhill, Agent

DocuSigned by: William McCampbell Gibson

William McCampbell Gibson, Individually

WILLIAM McCAMPBELL GIBSON, TRUSTEE OF THE WILLIAM M. GIBSON & DESCENDANTS TRUST

By: DocuSigned by: William McCampbell Gibson

William McCampbell Gibson, Trustee

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LETITIA R. BARNHILL, TRUSTEE OF THE LETITIA R. BARNHILL EXEMPT TRUST

By: DocuSigned by: Letitia R. Barnhill
Letitia R. Barnhill, Trustee

JOHN W. ROBINSON III, TRUSTEE OF THE JOHN W. ROBINSON III EXEMPT TRUST

By: DocuSigned by: John W. Robinson III
John W. Robinson III, Trustee

Ray T. Madison

By: DocuSigned by: Letitia R. Barnhill
Letitia R. Barnhill, Agent

William Conn McCampbell

By: DocuSigned by: Letitia R. Barnhill
Letitia R. Barnhill, Agent

BUYER:

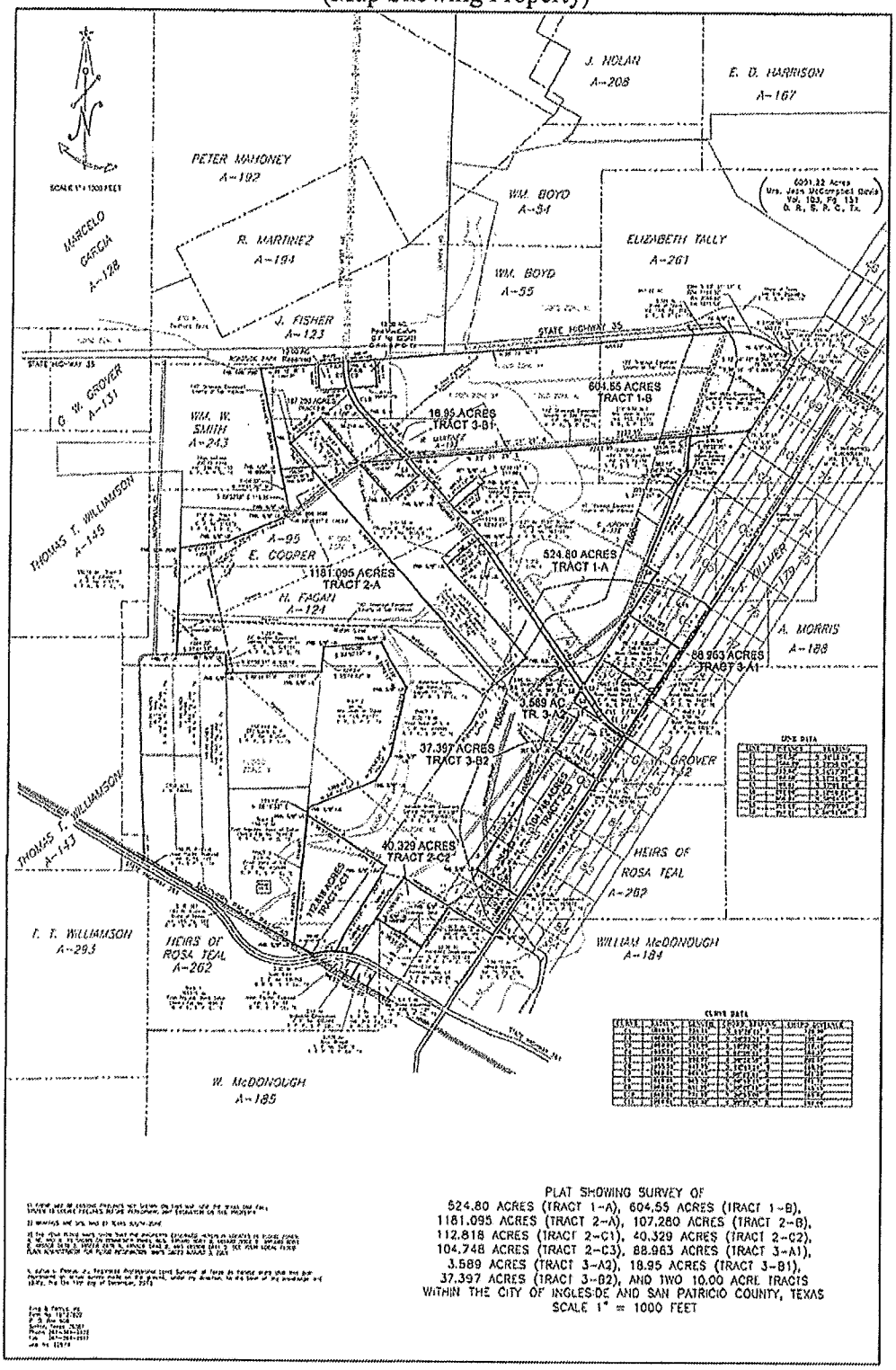
PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By:
Sean C. Strawbridge
Chief Executive Officer

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EXHIBIT A

(Map Showing Property)



DocuSign Envelope ID: E3BD6418-89D0-49F0-9976-44E8CA3334F4

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EXHIBIT "B"
TO ACCESS AGREEMENT

CONDITIONS

In conducting Buyer's operations on the Property, Buyer shall comply with the following covenants and agreements:

(1) Entry & Gates: Buyer will enter the Property at locations designated by the surface owner. Exterior gates designated for entry shall be kept closed and locked at all times except when actually utilized for passage. Interior gates that are closed when encountered will be closed when passage has been completed, and interior gates found open when entered, shall be left open by Buyer. Buyer shall pay the surface owner One Hundred Dollars ($100.00) for each violation of the provision.

(2) Pipelines: There are or may be pipelines, utility lines and telephone lines on the Property and Buyer will use due care in its operations not to damage any such pipelines, utility lines, or telephone lines. There may be pipelines or utility lines or telephone lines not described herein, the location of which is not known by Owner, as to which Buyer shall satisfy itself, and as to which Buyer will be responsible for any and all damages. Owner makes this disclosure to Buyer of the existence of said pipelines, and Buyer should obtain such permission or consent from the owners of such pipelines, utility lines, or telephone lines as Buyer deems to be required.

(3) Wet Grounds: Trucks or other heavy equipment shall not be moved upon or utilized on the Property during periods of wet weather or when such utilization or movement would result in creating ruts or other appreciable damage to the surface, unless written consent is obtained from Owner or Owner's agent.

(4) Fences: In conducting its operations, Buyer shall not cut nor lay down any fences within or surrounding the Property.

(5) Restoration of Surface: Upon the completion of its operations, Buyer shall restore the surface of the Property to as near its original condition as may be reasonably practicable.

(6) Litter: In the conduct of its operations, Buyer shall keep the Property in a safe, clean condition and will not scatter, or allow the scattering of any type waste, broken equipment, used cans or containers, but shall keep the Property free and clear of all of such refuge. All flags or stakes utilized by Buyer in its operations shall be removed from the Property.

(7) No Hunting: Buyer shall not hunt, fish or bring firearms, hunting or fishing paraphernalia or hunting dogs upon the Property.

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(8) Damages: The consideration for this access agreement shall cover the usual and ordinary damages occurring to the surface of the Property from Buyer's use thereof in conducting its operations in a reasonable and prudent manner. Such payment, however, shall not be deemed compensation for such damage to the Property resulting from an unreasonable, extraordinary or negligent use of the Property, and Buyer agrees to pay Owner reasonable compensation for any such damage. Additionally, Buyer agrees to pay Owner reasonable compensation for damages to crops, buildings, livestock, fences, trees, water wells, surface reservoirs, roads, culverts, pipelines and without limitation, all other personal property and improvements of Owner and/or Owner's tenants situated on the surface of the Property resulting from Buyer's operations thereon.

(9) Trees: It is expressly provided that Buyer will use its best efforts to limit the destruction of or damage to any desirable trees on said lands. However, should any oak, anaqua, pecan, mesquite or other hardwood trees be destroyed or substantially damaged, without the consent of Owner or Owner's agent, then Buyer agrees to pay Owner the following amounts for tree damage not later than thirty (30) days after such destruction or damage occurs. It is expressly provided that all brush, huisache, mesquites under 5" in diameter at 12" above the ground may be removed.

Trees 3" to 6" in diameter at 12" above the ground	$1,000.00
Trees 6" to 12" in diameter at 12" above the ground	$2,500.00
Trees 12" to 18" in diameter at 12" above the ground	$5,000.00
Trees 18" to 24" in diameter at 12" above the ground	$10,000.00

(10) Water: No water will be taken or used from the Property without Owner's written consent.

(11) Roads: All roads damaged by Buyer, including existing roads and new roads opened and constructed by Buyer, shall be repaired by Buyer during the term of this Access Agreement. Buyer shall fill any holes, and add such material as is necessary to repair any damages to the roads caused by Buyer's use of the roads. All such road damages shall be promptly repaired by Buyer.

(12) Condition of Property: Buyer shall conduct all of its operations on the Property in such a manner to cause minimum damage to the Property and improvements thereof, with the continuing objective of protecting and preserving the esthetic values and natural environmental condition of the Property insofar as reasonably practicable.

(13) Environmental Compliance: Buyer shall conduct all operations authorized by this access agreement on the Property in compliance with all applicable laws, rules and regulations of the United States and the State of Texas, and their respective agencies and authorities having jurisdiction, relating to the protection of the environment and the prevention and elimination of pollution of the environment, including, but not limited to, the Federal Comprehensive Environmental Response Compensation and

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Liability Act, the Resource Conservation or Recovery Act, the Clean Water Act, the Safe Drinking Water Act, the Toxic Substances Control Act, and the Hazardous Materials Transportation Act.

(a) Buyer shall comply promptly with all orders, judgments or other rulings of regulatory authorities having jurisdiction for the abatement, prevention, or correction of any violation or potential violation of environmental laws and regulations with respect to Buyer's operations on the Property. Buyer shall be responsible for compliance with any such orders, judgments or other rulings which are the result of or caused by Buyer, or the failure of Buyer to act, and by Buyer's agents, employees, contractors, subcontractors, or others, acting on behalf and in the interest of Buyer.

(b) BUYER AGREES,TO THE EXTENT ALLOWED BY LAW, TO INDEMNIFY AND SAVE HARMLESS OWNER, OWNER'S HEIRS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, JUDGMENTS, DAMAGES OF EVERY NATURE, SUITS, PROCEEDINGS, FINES, CHARGES, ORDERS, REMEDIAL REQUIREMENTS AND ACTIONS, AND ALL COSTS AND EXPENSES RELATING THERETO (INCLUDING COSTS OF DEFENSES AND ATTORNEYS FEES) WHICH OWNER MAY INCUR OR TO WHICH OWNER MAY BE A PARTY TO, AS A RESULT OF DEATH OR BODILY INJURY TO ANY PERSON, OR WHICH MAY RESULT IN DAMAGES TO ANY OF THE PROPERTY, WHICH RESULTS IN ANY DAMAGE TO OR ADVERSE EFFECTS UPON THE ENVIRONMENT ARISING OUT OF OR AS A CONSEQUENCE OF THE VIOLATION OR THREATENED VIOLATION OF APPLICABLE FEDERAL OR STATE ENVIRONMENTAL LAWS AND REGULATIONS, OR THE FAILURE OF BUYER TO OBSERVE ANY OF THE COVENANTS HEREIN CONTAINED, WHETHER SUCH VIOLATIONS OR BREACH OF SUCH COVENANTS ARE CAUSED BY THE ACTIONS OFBUYER, OR

OMISSIONS OFBUYER, OR BY BUYER'S AGENTS, EMPLOYEES, CONTRACTORS OR SUB-CONTRACTORS OR ANY OTHERS ACTING FOR AND IN BEHALF OFBUYER.

(14) Tenant's Damages: Buyer agrees to protect and hold harmless Owner's tenants from any loss or damage and to compensate Owner's tenants for any losses suffered by Owner's tenants due to Buyer's operations.

(15) Venue: The venue of all suits for the enforcement of this Agreement and for the enforcement of all claims for damages arising to Owner under the terms and provisions hereof shall be in the District Court of San Patricio County, Texas; and Owner may bring and maintain all suits in such County and Buyer agrees not to seek a change of venue to any other County in this State, and agrees not to seek a removal of any suit brought by the Owner to any United States Court. Should Owner be required to resort to legal action to enforce any of their rights under this Agreement and should they prevail in any such dispute, they shall be entitled to reimbursement

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for reasonable attorney's fees actually incurred in enforce such rights. The term "attorneys fees" shall also include all reasonable costs of accountants, geologists, landmen, engineers, arborists and other experts actually employed by Owner in asserting any rights arising out of this Agreement or implied by law, whether such costs are incurred prior to or during any proceedings.

(16) Repairs: Should Buyer fail to comply with any obligation within thirty (30) days after written notice by Owner, subject to weather conditions permitting any required repairs, Owner shall have the right to have such work performed at Buyer's expense, which reasonable costs, plus ten percent (10%) thereof, shall be payable to Owner not later than ten (10) days after presentation of the bill for such costs to Buyer.

(17) Insurance: During the term of this Access Agreement, Buyer shall, at its expense, maintain in force and effect minimum insurance as follows:

(a) Workmen's Compensation Insurance and Employer's Liability Insurance as required by the laws of the State of Texas;

(b) Comprehensive general liability insurance, including contractual coverage thereunder, with limits of not less than $1,000,000.00 for personal injury or death in any one occurrence and $1,000,000.00 for injury or destruction to property in any one occurrence;

(c) Automobile liability (including hired and non-owned vehicles), with limits of not less than those set forth in (b) above; and

(d) Owner shall be shown as additional insured on the Comprehensive General Liability Insurance.

Buyer will furnish Owner a certificate of insurance, and any contractor will furnish Owner a certificate of insurance, before beginning operations. Duplicate copies of such policies shall be promptly furnished to Owner. Buyer may not begin any operations until proof of the existence of such insurance has been furnished to Owner. Owner shall promptly furnish Buyer the names and addresses of all of the owners of the subject property.

(19) Erosion or Damage: Buyer will not cause or allow erosion or damage to any bridges, creek crossings, levees, terraces, streams, waterways, watergaps, stock tanks or ponds on the Property, and will take necessary precautions to prevent such erosion and damage. Buyer will use due care at stream, levee, river and creek crossings not to cause any excessive damage to the surface of the Property. Buyer may not drill any holes in or on any levee, stock tanks or ponds on the land.

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: Maggie Iglesias-Turner
Manager Business Development
maggie@pocca.com
361-885-6156

Issue Freight Handler License to Diversified CPC International, Inc.

SUMMARY: Staff seeks Port Commission approval to issue a freight handler license to Diversified CPC International, Inc., to operate at the Port of Corpus Christi.

BACKGROUND: Port of Corpus Christi Authority Tariff 100-A, Item 667, states that no entity may operate as a stevedore or freight handler at the Port of Corpus Christi without first obtaining a license to conduct such activity.

Diversified CPC International, Inc. operates and maintains production facilities and trans-loading terminals at five locations nationwide. Diversified CPC International affirms safely operating all facilities for 35+ years and is versed in the equipment, methods, procedures and training requirements needed to facilitate operations of tank car unloading/loading operations and tank truck unloading/loading with a fleet of 112J pressure tank cars.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: Goal 4: Foster Compatible Industrial and Maritime Development; Strategic Objective 4A: Proactively Pursue Diversified Port-related Economic Development Opportunities; Action Item 3: Identify and Pursue General Cargo and Dry Bulk Diversification Opportunities.

EMERGENCY: No.

FINANCIAL IMPACT: Original Freight Handlers License Application Fee: $3,000.00.

STAFF RECOMMENDATION: Staff recommends issuance of a freight handler license for Diversified CPC International, Inc. to operate as a freight landler at the Port of Corpus Christi. The Diversified CPC International license application and support documentation was reviewed by Port staff including Finance, Safety, Risk and Environmental.

DEPARTMENTAL CLEARANCES:

Originating Department	Business Development
Reviewed & Approved	Maggie Iglesias-Turner Dennis DeVries Sarah Garza Donna James-Spruce Danielle Hale
Legal	Dane Bruun
Senior Staff	Sean Strawbridge John LaRue Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Diversified CPC International, Inc. Freight Handler Application and related support documentation.

PORT CORPUS CHRISTI

APPLICATION FOR STEVEDORE AND/OR FREIGHT HANDLERS LICENSE

Pursuant to the provisions of Item 667, Port of Corpus Christi Authority Tariff 100-A, application is hereby made for a license to operate as a Non-resident Freight Handler at the Port of Corpus Christi. In support thereof, the following information is submitted.

1. Company or firm name: Diversified CPC International, Inc.

2. (a) Principal business address:
   24338 W. Durkee Road
   Channahon, IL 60410

   (b) Telephone: 815-424-2000 Fax: 815-423-5289
   (c) Email address: chad.rainey@diversifiedcpc.com

3. (a) Address at which books and records are or will be maintained:
   1374 Hwy 11 North
   Petal, MS 39465

   (b) Telephone: 815-424-2063 / 815-424-2065 Fax: 601-583-9906
   (c) Email address: chad.rainey@diversifiedcpc.com / apotter@diversifieccpc.com

4. (a) Form of business entity; e.g., proprietorship, partnership, limited partnership, corporation, limited liability company (please specify): Corporation

   (b) If a limited partnership, corporation, or limited liability company, the applicant was organized in the State of: Wisconsin

5. (a) Names and position of principal officers, and addresses if different from No. 2(a)
   W.N. Auriemma - President & CEO //Address: same as 2(a)
   P.A. Caponigri - CFO // Address: same as 2(a)
   W.A. Frauenheim - VP - Operations // Address: same as 2(a)

   (b) Names and addresses of applicant's owners and any others having an indirect controlling interest in applicant's business.
   N/A

6. Nature of applicant's business
   LPG/Hydrocarbons - Aerosol Propellants & Refrigerant Gases

7. (a) Describe equipment and facilities available to applicant for carrying on proposed licensed operations.

Transloading operation to consist of a mobile transloader, portable field office trailer and company vehicle.

(b) Are equipment and facilities owned by applicant? If not, describe arrangements under which they are available to applicant.

Yes

8. In support of this application, and to establish proof of applicant as a competent operator with past practices which demonstrate a commitment to safe and efficient performance of stevedoring and/or freight handling, and skill, experience, equipment and personnel necessary to do so, please provide documentary evident of: (NOTE: Statements or additional pages may be attached hereto and will be considered a part hereof.)

(a) Financial responsibility.

(b) Experience in delivering the proposed service.

(c) Ownership or availability of equipment and facilities essential to performance of proposed service.

(d) Required insurance coverage (see Tariff 100-A Item 667(7)).

(e) Safety record.

(f) Environmental Management System (see Tariff 100-A Item 667(8)).

9. (a) Does applicant currently hold a valid license to perform the proposed service or similar service at any other port? (Please specify the service and port or ports.)

No

(b) Has applicant actually performed the proposed service in the past two months? Yes X No___
If "Yes" state where and for whom services have been provided

Mississippi // Transloading operations for internal inventory movements to production facility and transloading propane for delivery to customer locations. Several customers include: Airgas USA, Cheniere- Sabine Pass LNG, Dominion Cove Point LNG

If "No" state reason

10. (a) What types of cargo does the applicant intend to handle in its stevedoring or freight handling operations?

Liquefied Petroleum Gases

(b) Is this type of cargo presently being handle at the Port of Corpus Christi? Yes___ No X
If "Yes" describe why applicant should be licensed to handle this cargo instead of one of the existing stevedores or freight handlers:

11. How much new business does applicant have under contract to handle in the Port of Corpus Christi during the next twelve months? 40-90 tank cars annually, based on customer demand
Please describe the cargo:

Rail cars and Tank Trucks containing Liquefied Petroleum Gases

NOTE: If this is proprietary information, please provide this information orally to the Port's Executive Director, Chief Operating Officer, or Chief Commercial Officer. Failure to demonstrate that the applicant has a contractual commitment to bring new cargo to the Port of Corpus Christi (i.e., cargo that is not currently being handled in the Port) may result in the denial of the application.

12. Will the applicant maintain an office in Nueces or San Patricio County? Yes___ No X
If "Yes," what is the address of this office: _____
Who will supervise the applicant's operations in the Port of Corpus Christi? Name: Chad Rainey
Please describe the supervisor's experience in the stevedoring and/or freight handling business:
18 years with Diversified CPC as operator, Plant Manager and Regional Project Manager.

13. Please provide any other information about the applicant you deem relevant to this application:

Diversified CPC International, Inc. is a leading and reputable national business enterprise in the field of aerosol propellants and refrigerant gases, with an exemplary track record of more than three decades of environmentally responsible and safe operations. We currently operate 5 plants nationwide, where similar loading/unloading operations are routinely conducted at significantly larger scales. Diversified CPC is competent, qualified and experienced in all aspects to operate the proposed freight handling [transloading] operation at the port location.

Signature Page follows this Page

In the event this license application is approved and license granted, the applicant agrees to abide by the provisions of the Port of Corpus Christi Authority Tariff 100-A, changes thereto and reissues thereof. Applicant understands and agrees that in order for a license to be granted, the applicant must have a Port Authority approved Environmental Management System in place. The Port Authority will assist a licensee in developing and implementing an EMS upon licensee's request. At a minimum, licensee's EMS must comply with the Authority's EMS requirements which are outlined in the *EMS Compliance Requirements for Port Users Environmental Performance* located on the Authority website at www.portofcorpuschristi.com.

The person whose signature appears below on behalf of the applicant declares that he or she has read this application, understands its contents to be true and factual, and is authorized to sign on behalf of the applicant.

Signed this 1st day of May, 2018

On behalf of Diversified CPC International, Inc.
(TYPE OR PRINT NAME OF APPLICANT)

By: William A. Frauenheim III

Printed Name: William A. Frauenheim, III

Title: Vice President, Operations

LICENSE APPROVED AND GRANTED

The Port Commission of the Port of Corpus Christi Authority approved the foregoing license application at its public meeting held on the ___ day of _____, 20___. Accordingly, the applicant is hereby granted a license to perform the services described in the application during the reminder of the calendar year 201___, with the following limitations, if any: _____

_____

_____.

Signed this _____ day of _____, 20___

On behalf of the Port of Corpus Christi Authority

By: _____

Printed Name: _____

Title: Chief Commercial Officer

Diversified CPC International, Incorporated
1374 US Hwy 11 | Petal, MS 39465-1184 | 601-583-4172

Application for Stevedore and/or Freight Handlers License

Section 8(b) – Experience in delivering the proposed service.

Statement:
Diversified CPC International, Inc. operates and maintains production facilities and transloading terminals in the following locations:

Channahon, IL
Petal, MS
Sparta, NJ
Anaheim, CA
Miami, FL

Diversified CPC International, Inc. has safely operated its' facilities for 35+ years and is well versed in the equipment, methods, procedures and training requirements needed to facilitate operations of tank car unloading/loading operations as well as tank truck unloading/loading. Employee Training Records are maintained at the corporate office in Channahon, IL. Employee training records can be duplicated and filed at the temporary mobile field office located at the transloading site.

Section 8(c) – Ownership or availability of equipment and facilities essential to performance of proposed service.

Statement:
Diversified CPC International, Inc. owns and operates a fleet of MC331 transports, herein pursuant to the scope of work that shall commence at the Port of Corpus Christi, are properly maintained, inspected and operated in accordance with applicable DOT regulations. Trucking is sourced from Hazmat certified common carrier's whom operate in the south Texas region.

In addition, Diversified CPC International, Inc. operates a fleet of 112J pressure tank cars which are properly maintained, inspected and operated in accordance with applicable DOT and Federal Railroad Administration (FRA) regulations.

Lastly, the scope of work at the Port of Corpus Christi shall employ the use of a wheeled mobile transloader that will facilitate the safe transfer of Liquefied Petroleum Gas from the tank cars to the MC331 transports. The transloader is of new construction, field tested, maintained and operated in accordance and compliance with applicable DOT, NFPA 58 and Texas Railroad Commission regulations. Integral safety systems are built in to the unit to satisfy the code requirements of operational safety, which include; thermal, manual and passive shutdown capabilities.

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: Carol Rodriguez
carol@pocca.com
(361) 885-6187

Anticipated Presenter: Lynn Angerstein, Manager of Procurement

Approve purchase order in the amount of $193,889.81 to LMC Corporation to repaint the interior and certain exterior areas of the Congressman Solomon P. Ortiz International Center.

SUMMARY: Staff requests approval to issue a purchase order in the amount of $193,889.81 to LMC Corporation to repaint the interior and certain exterior areas of the Congressman Solomon P. Ortiz International Center. Staff utilized a government approved cooperative Buy Board to obtain a bid for this project. This painting project was included in the 2017 and 2018 capital budgets.

BACKGROUND: The Ortiz Center has been in operations for over 17 years. During this time, minimal repairs and maintenance have been done to the interior walls and exterior of the building. The current paint is original to the facility, and over the year's time and usage have resulted in scuff marks, scratches, and/or minor damages to the interior walls. The front and rear entrance steel trusses and columns are worn and faded. The kitchen area has extensive damage to walls due to daily and routine duties. The paint and coating on the outside steel plate siding is peeling off and the salty humid air is corroding the thin steel siding panels.

Repainting the facility is a vital preventative maintenance requirement to upkeep the facility and will provide a safe and efficient working space and more updated appearance.

The Procurement Department was tasked with providing recommendations, options, and estimated cost for this project. With input from PCCA staff, Procurement, and Ovations team, a project scope with designated areas and critical items to improve the space was considered. This scope will provide the best solution and requirements for the maintenance and upkeep of this facility.

The Procurement Department used a government approved cooperative Buy Board to obtain a bid for this project. The selected vendor, LMC Corporation, assessed the spaces and provided a line item quote. The proposed quote would allow PCCA to complete the project as a whole or prioritize and complete the work by areas. Estimated time to complete this project would be approximately five-weeks.

ALTERNATIVES: Reject project and work with current conditions and continue to have PCCA Maintenance Department patch and repaint areas as needed.

CONFORMITY TO PORT POLICY: PCCA Strategic Goal #2-2C –Provide Facilities & Services to Meet Customer Needs – Determine criteria and plan for maintenance, replacement or retrofit of existing assets.

EMERGENCY: No, but it would be most productive and would minimize interruptions to conference center operations if the painting is completed in conjunction with the current Audio and Visual upgrade project.

FINANCIAL IMPACT: The estimated cost to perform the painting work of the recommended areas is approximately $195,000. Painting of the recommended areas is expected to reduce future maintenance costs and an updated appearance is projected to attract more events and increase revenue.

STAFF RECOMMENDATION: Staff recommends approval of a purchase order in the amount of $193,889.81 for LMC Corporation to repaint the interior and certain exterior areas of the Congressman Solomon P. Ortiz International Center.

DEPARTMENTAL CLEARANCES:

Originating Department	Business Development
Reviewed & Approved	Carol Rodriguez Jarl Pedersen Lynn Angerstein
Legal	Dane Bruun
Senior Staff	John LaRue Sean Strawbridge Dennis J. DeVries

LIST OF SUPPORTING DOCUMENTS:
LMC Corporation Quote
Ortiz Center Painting Interior and Exterior Exhibit

Work Order Signature Document

ezIQC Buy Board Contract No.: 520-16 Area B - LMC

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.:	057915.00	Work Order Date:	06/21/2018
Work Order Title:	Port of Corpus Christi - Repaint Interior of Ortiz Center		
Owner Name:	Port of Corpus Christi	Contractor Name:	LMC Corporation
Contact:	Jennifer Pena	Contact:	Zring Kareem
Phone:	3618856144	Phone:	210-643-9392

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of ezIQC Buy Board Contract No 520-16 Area B - LMC.

Brief Work Order Description:

Repainting exterior and interior of convention center in multiple areas.

Time of Performance Estimated Start Date:
Estimated Completetion Date:

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $193,889.81

Owner Purchase Order Number:

Approvals

Owner Date

Contractor Date

Detailed Scope of Work

To: Zring Kareem
LMC Corporation
9191 Winkler Drive, Suite A
Houston, TX 77017-5967
210-643-9392

From: Jennifer Pena
Port of Corpus Christi
402 Harbor St
Corpus Christi, TX 78401
3618856144

Date Printed: June 21, 2018

Work Order Number: 057915.00

Work Order Title: Port of Corpus Christi - Repaint Interior of Ortiz Center

Brief Scope: Repainting exterior and interior of convention center in multiple areas.

☐ **Preliminary**	☐ **Revised**	☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Exterior Work (Concrete Flowerbeds, Rail):

1. Provide labor to power wash rails
2. Provide labor to paint to paint exterior (Blue Rails)
3. Marine grade paint (for blue rails)
4. Provide labor to paint concrete flower beds
5. Elastomeric paint for concrete beds

Original exterior scope of work

1. Provide labor to power wash front entry and back area where work will be performed
2. Provide material &labor to restore all exterior wood ceiling (includes stain and varnish application)
3. Labor to remove rust off the steel beams
4. Labor to treat rust with proper marine great treatment and primer
5. To provide labor to paint all steal on the exterior entry and back area
6. Marine grade primer and paint used for the entry and back area only

Original interior scope of work

1. Prices includes all preparations n each item (covering floors, masking windows, doors, etc.)
2. Provide labor to paint 76 steel beams to 12 fts in height only, all cross-supporting beams and ties bars at 12 ft. we will also provide labor to spot paint faded area, corrosion spots, and touch up all duct work where needed only)
3. paint all metal under 12 ft height.
4. Provide and install FRP (Fiberglass reinforced panels) in kitchen area and bus area, 160 SF in bus area and 540 SF in kitchen area.
5. Provide labor only to do sheetrock repairs throughout the building where needed.
6. Provide labor only to paint the interior of the building, only sheetrock walls and concrete walls that are already

painted. painting includes all wood only baseboards.

7. Provide labor only to Spray all interior doors and metal frames
8. All paint for interior work (pro mar 400 satin finish for walls, oil based black for all interior metal)

EXLUSIONS:

- Equipment (Scissor lift) will be provided by Port of Corpus Christi.
- Interior metal painting does not include sanding/sand blasting.
- Interior wood ceiling.

Subject to the terms and conditions of JOC Contract **520-16 Area B - LMC**.

Contractor _____ Date _____

Owner _____ Date _____

Contractor's Price Proposal - Summary

Date: June 21, 2018

Re:

IQC Master Contract #:	520-16 Area B - LMC
Work Order #:	057915.00
Owner PO #:	
Title:	Port of Corpus Christi - Repaint Interior of Ortiz Center
Contractor:	LMC Corporation
Proposal Value:	$193,889.81

Concrete Flower Beds	**$4,845.03**
Exterior Paint	**$61,451.17**
FRP	**$4,780.55**
Interior Paint	**$75,711.29**
Interior Paint-Columns & Beams	**$36,266.89**
Rails	**$10,834.89**
Proposal Total	**$193,889.81**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: June 21, 2018

Re:
IQC Master Contract #: 520-16 Area B - LMC
Work Order #: 057915.00
Owner PO #:
Title: Port of Corpus Christi - Repaint Interior of Ortiz Center
Contractor: LMC Corporation
Proposal Value: $193,889.81

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			
Concrete Flower Beds						
1	09 91	13 00 0017		SF	Paint Exterior Concrete Walls, 1 Coat Paint, Brush/Roller Work	$1,801.36
				Installation	Quantity 5,148.00 x Unit Price 0.29 x Factor 1.2066 = Total 1,801.36	
2	09 91	13 00 0018		SF	Paint Exterior Concrete Walls, 2 Coats Paint, Brush/Roller Work	$3,043.67
				Installation	Quantity 5,148.00 x Unit Price 0.49 x Factor 1.2066 = Total 3,043.67	
Subtotal for Concrete Flower Beds						**$4,845.03**
Exterior Paint						
3	06 01	20 91 0002		SF	Restoration Of Existing Decorative WoodworkIncludes stripping to bare wood, filling or patching, stain or paint to match existing.	$18,782.42
				Installation	Quantity 5,640.00 x Unit Price 2.76 x Factor 1.2066 = Total 18,782.42	
4	09 91	13 00 0315		SF	Paint Structural Steel, 1 Field Coat Primer, Spray Work	$2,109.62
				Installation	Quantity 5,640.00 x Unit Price 0.31 x Factor 1.2066 = Total 2,109.62	
5	09 91	13 00 0325		SF	Paint Metal Beams And Bar Joists, 1 Coat Paint, Sprayed	$2,858.19
				Installation	Quantity 5,640.00 x Unit Price 0.42 x Factor 1.2066 = Total 2,858.19	
6	09 91	13 00 0334		LF	Paint Conduit, Steel Pipe 2" To 3-1/2" Diameter, 1 Coat Paint	$4,491.45
				Installation	Quantity 5,640.00 x Unit Price 0.66 x Factor 1.2066 = Total 4,491.45	
7	09 91	43 00 0028		SF	Badly Pitted Rust Nodules, Near White Blast Metal Surface	$14,835.39
				Installation	Quantity 5,640.00 x Unit Price 2.18 x Factor 1.2066 = Total 14,835.39	
8	09 91	43 00 0051		SF	Flat Surfaces, Paint Removal, Strip To Bare Wood	$16,468.64
				Installation	Quantity 5,640.00 x Unit Price 2.42 x Factor 1.2066 = Total 16,468.64	
9	09 93	13 13 0003		SF	Stain Sealer, Brush/Roller Work	$1,905.46
				Installation	Quantity 5,640.00 x Unit Price 0.28 x Factor 1.2066 = Total 1,905.46	
Subtotal for Exterior Paint						**$61,451.17**
FRP						
10	10 26	23 00 0004		SF	0.060" Rigid Vinyl, Impact Resistant Wall Covering (Pawling WC-60)	$4,780.55
				Installation	Quantity 700.00 x Unit Price 5.66 x Factor 1.2066 = Total 4,780.55	
Subtotal for FRP						**$4,780.55**
Interior Paint						

Work Order Number: 057915.00
Work Order Title: Port of Corpus Christi - Repaint Interior of Ortiz Center

Interior Paint

11	01 56 16 00 0002	SF	6 Mil Plastic Sheeting, Applied To Floors									$9,744.02
		Installation	Quantity 62,120.00	x	Unit Price 0.13	x	Factor 1.2066	=	Total 9,744.02			
12	09 01 20 00 0002	SF	Up To 2 SF, Cut And Patch Hole In Drywall To Match ExistingPer location.									$10,774.94
		Installation	Quantity 1,000.00	x	Unit Price 8.93	x	Factor 1.2066	=	Total 10,774.94			
13	09 91 13 00 0224	LF	Paint Exterior Metal Door Frame And Trim, 1 Coat Primer, Brush/Roller Work									$218.17
		Installation	Quantity 441.00	x	Unit Price 0.41	x	Factor 1.2066	=	Total 218.17			
14	09 91 13 00 0226	LF	Paint Exterior Metal Door Frame And Trim, 2 Coats Paint, Brush/Roller Work									$462.94
		Installation	Quantity 441.00	x	Unit Price 0.87	x	Factor 1.2066	=	Total 462.94			
15	09 91 13 00 0233	EA	Paint Exterior Metal Door, Both Faces, 2 Coats Paint, Brush/Roller Work									$1,706.30
		Installation	Quantity 21.00	x	Unit Price 67.34	x	Factor 1.2066	=	Total 1,706.30			
16	09 91 23 00 0044	SF	Paint Interior Concrete Block Walls, 1 Coat Filler, Brush/Roller Work									$229.25
		Installation	Quantity 500.00	x	Unit Price 0.38	x	Factor 1.2066	=	Total 229.25			
17	09 91 23 00 0046	SF	Paint Interior Concrete Block Walls, 2 Coats Paint, Brush/Roller Work									$3,547.40
		Installation	Quantity 3,500.00	x	Unit Price 0.84	x	Factor 1.2066	=	Total 3,547.40			
18	09 91 23 00 0064	SF	Paint Interior Plaster/Drywall Walls, 2 Coats Paint, Brush/Roller Work									$42,723.78
		Installation	Quantity 62,120.00	x	Unit Price 0.57	x	Factor 1.2066	=	Total 42,723.78			
19	09 91 23 00 0342	SF	Paint Interior Wood Trim, 2 Coats Paint, Brush/Roller Work									$6,304.49
		Installation	Quantity 2,500.00	x	Unit Price 2.09	x	Factor 1.2066	=	Total 6,304.49			

Subtotal for Interior Paint **$75,711.29**

Interior Paint-Columns & Beams

20	09 91 13 00 0315	SF	Paint Structural Steel, 1 Field Coat Primer, Spray Work									$9,766.34
		Installation	Quantity 26,110.00	x	Unit Price 0.31	x	Factor 1.2066	=	Total 9,766.34			
21	09 91 13 00 0325	SF	Paint Metal Beams And Bar Joists, 1 Coat Paint, Sprayed									$14,975.11
		Installation	Quantity 29,550.00	x	Unit Price 0.42	x	Factor 1.2066	=	Total 14,975.11			
22	09 91 13 00 0334	LF	Paint Conduit, Steel Pipe 2" To 3-1/2" Diameter, 1 Coat Paint									$2,150.16
		Installation	Quantity 2,700.00	x	Unit Price 0.66	x	Factor 1.2066	=	Total 2,150.16			
23	09 91 13 00 0342	LF	Paint Steel Pipes 10" To 12" Diameter, 2 Coats									$9,375.28
		Installation	Quantity 3,500.00	x	Unit Price 2.22	x	Factor 1.2066	=	Total 9,375.28			

Subtotal for Interior Paint-Columns & Beams **$36,266.89**

Rails

Work Order Number: 057915.00
Work Order Title: Port of Corpus Christi - Repaint Interior of Ortiz Center

Rails

24	01 22 23 00 0836	WK	5,000 PSI Pressure Washer With Full-Time Operator									$3,314.39
				Quantity		Unit Price		Factor	=	Total		
		Installation		2.00	x	1,373.44	x	1.2066	=	3,314.39		
25	09 91 13 00 0372	LF	Paint Pipe Rail And Pickets, 2 Rails, 2 Coats Alkyd Enamel									$7,520.50
				Quantity		Unit Price		Factor	=	Total		
		Installation		3,180.00	x	1.96	x	1.2066	=	7,520.50		

Subtotal for Rails **$10,834.89**

Proposal Total **$193,889.81**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Subcontractor Listing

Date: June 21, 2018

Re:

IQC Master Contract #:	520-16 Area B - LMC
Work Order #:	057915.00
Owner PO #:	
Title:	Port of Corpus Christi - Repaint Interior of Ortiz Center
Contractor:	LMC Corporation
Proposal Value:	$193,889.81

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		$0.00	0.00

Ortiz Center

PICTURES






402





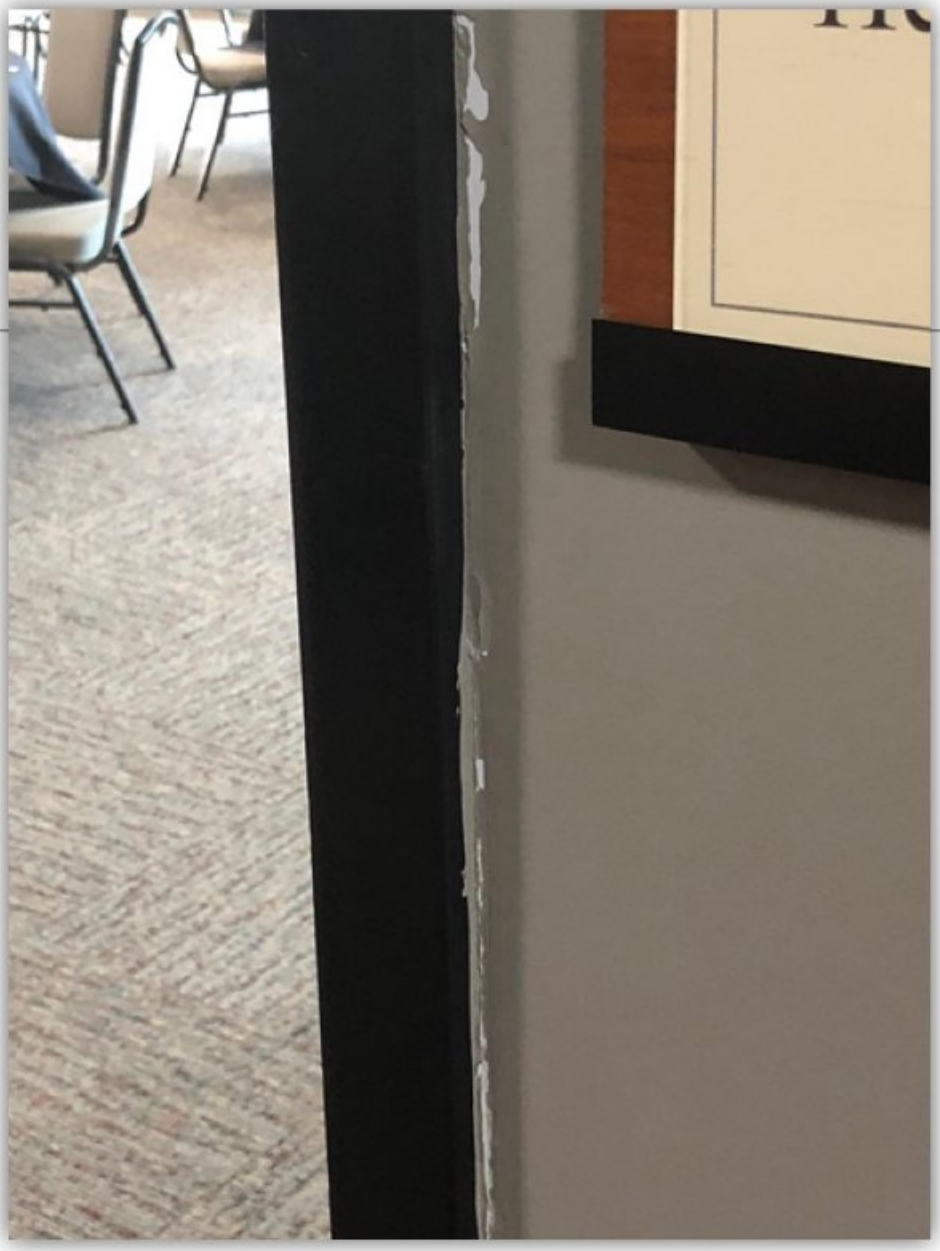



RESTROOMS

























PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: Jarl Pedersen – Chief Commercial Officer
jarl@pocca.com – 885-6698

Approve agreement to renew, extend, and restate an existing agreement with voestalpine Texas Holdings, LLC regarding the handling of Mechanics and Materialmen's Liens under the terms of Lease Agreement dated May 1, 2013 between PCCA and voestalpine

SUMMARY: Staff requests Commission approval to enter into an agreement (the "Renewal Agreement") to renew, extend, and restate an existing agreement with voestalpine Texas Holdings, LLC ("Voestalpine") regarding handling of Mechanic's and Materialmen's Liens under the terms of Voestalpine's lease with PCCA. The Renewal Agreement postpones PCCA's right to demand the immediate release of all Mechanic's and Materialmen's Liens ("M&M Liens") to allow time for Voestalpine to arbitrate disputes with its contractors. A copy of the proposed Renewal Agreement extending the Forbearance Period to December 31, 2018 is attached hereto as Exhibit A, which except for the pertinent dates is identical in form to the prior renewal agreements.

BACKGROUND: PCCA on May 1, 2013 entered into a lease agreement (the "Lease Agreement") whereby Voestalpine leased a large portion of PCCA's La Quinta property (the "Leased Premises") for the construction and operation of a hot briquetted iron ("HBI") manufacturing facility. Section 7.05 of the Lease Agreement, prohibits the placement of any M&M Liens upon the Leased Premises and requires any such lien against the Leased Premises to be promptly released upon demand by PCCA. Payment disputes between Voestalpine's affiliate voestalpine Texas, LLC ("Developer") and certain contractors arose during the construction of Voestalpine's facilities. Because of those disputes, Voestalpine in the first quarter of 2016, approached PCCA seeking an agreement under which PCCA would agree for a period of 15 months (i.e. August 19, 2017) (the "Forbearance Period") to not demand the prompt release of M&M Liens placed against the Leased Premises to allow Developer time to arbitrate the disputes with its contractors. On May 19, 2016, the PCCA contractually agreed to Voestalpine's request (the "Original Agreement"). Voestalpine under the terms the Original Agreement agreed to provide adequate protections to PCCA and further agreed to pay for attorney's fees incurred due to M&M Liens being asserted, claimed or filed against PCCA or the Leased Premises during the Forbearance Period. The Original Agreement further required Voestalpine upon the expiration of the Forbearance Period to procure releases (by bonding or otherwise) of all M&M Liens. As a result of M&M Lien claims being asserted Voestalpine initially requested that the PCCA agree to renew, extend and restate the Original Agreement to effectively extend the Forbearance Period for one additional year (August 19, 2018). On August 15,

2017, the Commission approved a renewal agreement extending the Forbearance Period to October 1, 2017; on September 19, 2017 the Commission approved a subsequent renewal agreement extending the Forbearance Period to January 1, 2018; and on December 6, 2017 the Commission approved a subsequent renewal agreement extending the Forbearance Period to July 31, 2018.

As of this date, there are only two remaining M&M Liens on the leased premises. PHB Weserhutte, SA has a lien for $16,377,445.00, which has been arbitrated and the parties are awaiting the arbitrator's decision. The only other lien involves a dispute between a contractor and a subcontractor in the amount of $221,147.89. Voestalpine as required by law has frozen sufficient funds owing to the contractor to cover the lien should the subcontractor win.

ALTERNATIVES: Allow the existing agreement to expire effectively requiring Voestalpine to incur the expense of bonding around the remaining asserted M&M Liens in order to avoid a default under the terms of the Lease Agreement.

EMERGENCY: No

FINANCIAL IMPACT: The financial impact of the Renewal Agreement is anticipated to be revenue neutral to PCCA.

STAFF RECOMMENDATION: Staff recommends approval of the Renewal Agreement, which will extend the Forbearance Period to December 31, 2018, on the same terms as before.

Reviewed & Approved	Jarl Pedersen
Legal	Bruce Hawn

LIST OF SUPPORTING DOCUMENTS:
Renewal Agreement

voestalpine Texas LLC
2800 Kay Bailey Hutchison Blvd
Portland, TX 78374, USA
Office: +1 361 452 0746
www.voestalpine.com

NOT FOR PUBLIC CONSUMPTION

Port of Corpus Christi Authority
222 Power Street
Corpus Christi, TX 78401
Attention: Sean C. Strawbridge
Chief Executive Officer

July 17, 2018

Subject: **Plan of Action in the Event of Mechanic's and Materialmen's Lien Filing**

Dear Mr. Strawbridge:

Reference is made as to that certain Lease Agreement dated May 1, 2013 (the "**Lease**") by and between Port of Corpus Christi Authority of Nueces County, Texas ("**Landlord**") and voestalpine Texas Holding LLC ("**Tenant**"). As Phase 1 of the Go West HBI project (the "**Project**") comes to completion, certain disputes have arisen between Tenant's affiliate, voestalpine Texas, LLC ("**Developer**") and some of the contractors providing goods and services to Developer relating to the Project, either as a direct contractor to Developer, or as a supplier or subcontractor to any such direct contractor (each, a "**Disputing Contractors**"). Notwithstanding the terms of Section 7.05 and 7.06 of the Lease, Landlord and Tenant wish to enter into this side-letter agreement to the Lease, which is intended to provide greater flexibility to Tenant in dealing with any mechanics and materialmen's liens ("**M&M Liens**") that may be filed by any of the Disputing Contractors against the Project. All other claims for mechanics and materialmen's liens claimed against the Project or against the real property that is subject to the Lease or against Landlord shall hereinafter be referred to as "**Other M&M Liens**". This side letter renews, extends and restates the agreements of Landlord and Tenant related to the subject matter hereof, as previously set forth in the original side letter between the parties dated effective as of May 19, 2016 (**Original Agreement**"), which was amended and renewed by letter agreements dated July 12, 2017, September 19, 2017, and again; on December 6, 2017 with a current expiration date of July 31, 2018.

Accordingly, Landlord and Tenant agree as follows:

1. Tenant promptly shall notify Landlord of each M&M Lien claim or filing and of each Other M&M Lien claim or filing, if any. Tenant shall contest any such M&M lien by having Developer initiate (or defend against) arbitration proceedings pursuant to the contract(s) between Developer and the applicable Disputing Contractor ("**Dispute Resolution Proceedings**"). With regard to any M&M Liens attempted to be filed by any Disputing Contractors who are subcontractors or suppliers (each, a "**Derivative Claimant**") to any such Disputing Contractors who are in privity with Developer (each, a "**Direct Contractor**"), as part of any such Dispute Resolution Proceedings Developer shall direct, or shall cause each Direct Contractor to direct each Derivative Claimant to assert any such claims of such Derivative Claimant (including M&M Lien claims) against the payment and performance bonds secured by the Direct Contractors for the Project (each a "**Payment Bond for Derivative Claims**"). Tenant will cause Developer to commence and to diligently pursue such Dispute Resolution Proceedings to their final conclusion, and shall promptly pay any sums agreed to or awarded to a Direct Contractor (or, to the extent applicable, to a Derivative Claimant) pursuant to

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1817 Kay Bailey Hutchison Blvd.
Portland, TX 78374, USA
Office: +1 361 452 0746
www.voestalpine.com

such Dispute Resolution Proceedings, upon the conclusion of any applicable appeal periods.

2. As part of Tenant's undertakings, Tenant shall cause (i) any M&M Lien(s) filed by a Derivative Claimant and not released or caused to be released by a Payment Bond for Derivative Claims, (ii) any M&M Lien claim asserted by a Direct Contractor, as well as (iii) any M&M Lien and Other M&M Lien filed against Landlord under §2253.027 of the Texas Government Code ("**Claim(s) Against Landlord**") to be discharged of record by December 31, 2018. In consideration of the undertakings of Tenant hereunder, Landlord agrees to forbear on its right to demand the prompt release of any such M&M Lien(s) or Claim(s) Against Landlord as provided in Section 7.05 of the Lease for that period of time between May 19, 2016 thru December 31, 2018 (the "**Forbearance Period**"). Tenant will, however, continue to have the right, but not the obligation (except as otherwise provided herein) to release any such M&M Lien(s) or Claim(s) Against Landlord by the filing of a bond, as provided by law, during the course of the Forbearance Period for each such M&M Lien or Claim Against Landlord. Upon the date of the expiration of the Forbearance Period, or upon the date of expiration of any Stay Period (defined below), for each M&M Lien and each Claim Against Landlord that remains unreleased, Tenant will, at Tenant's expense, cause each such M&M Lien and Claim Against Landlord to be promptly released (each a "**Required Release**") by the filing of a bond or by other means as allowed by law. Tenant's failure to promptly secure a Required Release shall be an "Event of Default" by Tenant under the Lease, providing Landlord with all rights and remedies, as provided in the Lease.

3. Notwithstanding the foregoing, should any of the Disputing Contractors file M&M Lien(s) and thereafter during the term of the Forbearance Period commence judicial foreclosure proceedings to foreclose on their M&M Lien(s) ("**Foreclosure Proceedings**"), or should a Disputing Contractor, or person asserting an Other M&M Lien commence a judicial proceeding asserting Claim(s) Against Landlord ("**Payment Bond Proceedings**"), then within not more than sixty (60) days after the commencement of such Foreclosure Proceedings or Payment Bond Proceedings, Tenant shall cause the Developer to either (i) secure from the court conducting the Foreclosure Proceedings and/or the court conducting the Payment Bond Proceedings, a stay against the pursuit of such proceedings until the conclusion and the rendering of any final arbitral award in any Dispute Resolution Proceedings (the "**Stay Period**"), or (ii) to release any such M&M Lien(s) or Other M&M Lien(s) subject to Foreclosure Proceedings by the filing of a bond, as provided by law; and to otherwise release the Claim(s) Against Landlord asserted in a Payment Bond Proceeding including, but not limited to the filing of a bond by Tenant to remove any lien claimed on Landlord's property in any such Payment Bond Proceedings. Unless such 60-day period shall be extended in writing by Landlord, in its sole discretion, the failure of Developer to take the actions under either (i) or (ii) above, or the failure of Developer to diligently and in good faith pursue any Dispute Resolution Proceedings to conclusion shall be deemed an automatic termination of the Forbearance Period and any Stay Period, and an "Event of Default" by Tenant under the Lease, providing Landlord with all rights and remedies, as provided in the Lease.

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2800 Bay Valley Rd, Portland, TX
Portland, TX 78374, USA
Office: +1 361 452 0746
www.voestalpine.com

4. Nothing in this letter shall be deemed a release of Tenant's indemnity obligations in Section 7.06 of the Lease, such that at all times Tenant shall fully indemnify Landlord from any such M&M Liens, Other M&M Liens, and from any such Claim(s) Against Landlord to the extent provided in the Lease. Tenant further agrees to reimburse Landlord all attorney's fees reasonably incurred by Landlord in responding to or defending against any lien notices, liens, suits, claims, encumbrances or judgments arising out of or related to Tenant's failure, or the failure of anyone acting by through or under Tenant, including but not limited to Developer and Developer's contractors and their sub-contractors, and any of sub-contractors and materialmen of such sub-contractors to pay for labor or materials provided to the Leased Premises; as well as for all reasonable attorney's fees and expenses of Landlord in responding to an open records request filed by anyone asserting an M&M Lien, Other M&M Lien, or any Claim(s) Against Landlord.

5. Nothing in this letter is intended to create any third-party beneficial rights, and specifically, nothing in this letter is intended to give any Disputing Contractors any greater rights, or to give any Derivative Claimants any direct rights against Developer, Tenant or Landlord.

6. Except with respect to the agreements between Landlord and Tenant set forth herein, the Lease is hereby ratified and confirmed as being in full force and effect.

Should the foregoing accurately reflect the agreement between Landlord and Tenant regarding any M&M Lien(s) that may be filed against the Project and regarding any Claim(s) Against Landlord, then please so indicate by signing this letter in the space indicated below.

Sincerely,

voestalpine Texas Holding LLC

By: _____

Title: CEO

voestalpine Texas Holding LLC

By: _____

Title: Secretary

Agreed to and accepted this
__ day of July 2018:

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

By: _____
Sean C. Strawbridge, Chief Executive Officer

voestalpine Texas LLC
3800 Kay Bailey Hutchison Rd
Portland, TX 78374, USA
Office: +1 361 452 0746
www.voestalpine.com

NOT FOR PUBLIC CONSUMPTION

Port of Corpus Christi Authority
222 Power Street
Corpus Christi, TX 78401
Attention: Sean C. Strawbridge
Chief Executive Officer

July 17, 2018

Subject: **Plan of Action in the Event of Mechanic's and Materialmen's Lien Filing**

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Accordingly, Landlord and Tenant agree as follows:

1. Tenant promptly shall notify Landlord of each M&M Lien claim or filing and of each Other M&M Lien claim or filing, if any. Tenant shall contest any such M&M lien by having Developer initiate (or defend against) arbitration proceedings pursuant to the contract(s) between Developer and the applicable Disputing Contractor ("**Dispute Resolution Proceedings**"). With regard to any M&M Liens attempted to be filed by any Disputing Contractors who are subcontractors or suppliers (each, a "**Derivative Claimant**") to any such Disputing Contractors who are in privity with Developer (each, a "**Direct Contractor**"), as part of any such Dispute Resolution Proceedings Developer shall direct, or shall cause each Direct Contractor to direct each Derivative Claimant to assert any such claims of such Derivative Claimant (including M&M Lien claims) against the payment and performance bonds secured by the Direct Contractors for the Project (each a "**Payment Bond for Derivative Claims**"). Tenant will cause Developer to commence and to diligently pursue such Dispute Resolution Proceedings to their final conclusion, and shall promptly pay any sums agreed to or awarded to a Direct Contractor (or, to the extent applicable, to a Derivative Claimant) pursuant to

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Portland, TX 78374, USA
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www.voestalpine.com

such Dispute Resolution Proceedings, upon the conclusion of any applicable appeal periods.

2. As part of Tenant's undertakings, Tenant shall cause (i) any M&M Lien(s) filed by a Derivative Claimant and not released or caused to be released by a Payment Bond for Derivative Claims, (ii) any M&M Lien claim asserted by a Direct Contractor, as well as (iii) any M&M Lien and Other M&M Lien filed against Landlord under §2253.027 of the Texas Government Code ("**Claim(s) Against Landlord**") to be discharged of record by December 31, 2018. In consideration of the undertakings of Tenant hereunder, Landlord agrees to forbear on its right to demand the prompt release of any such M&M Lien(s) or Claim(s) Against Landlord as provided in Section 7.05 of the Lease for that period of time between May 19, 2016 thru December 31, 2018 (the "**Forbearance Period**"). Tenant will, however, continue to have the right, but not the obligation (except as otherwise provided herein) to release any such M&M Lien(s) or Claim(s) Against Landlord by the filing of a bond, as provided by law, during the course of the Forbearance Period for each such M&M Lien or Claim Against Landlord. Upon the date of the expiration of the Forbearance Period, or upon the date of expiration of any Stay Period (defined below), for each M&M Lien and each Claim Against Landlord that remains unreleased, Tenant will, at Tenant's expense, cause each such M&M Lien and Claim Against Landlord to be promptly released (each a "**Required Release**") by the filing of a bond or by other means as allowed by law. Tenant's failure to promptly secure a Required Release shall be an "Event of Default" by Tenant under the Lease, providing Landlord with all rights and remedies, as provided in the Lease.

3. Notwithstanding the foregoing, should any of the Disputing Contractors file M&M Lien(s) and thereafter during the term of the Forbearance Period commence judicial foreclosure proceedings to foreclose on their M&M Lien(s) ("**Foreclosure Proceedings**"), or should a Disputing Contractor, or person asserting an Other M&M Lien commence a judicial proceeding asserting Claim(s) Against Landlord ("**Payment Bond Proceedings**"), then within not more than sixty (60) days after the commencement of such Foreclosure Proceedings or Payment Bond Proceedings, Tenant shall cause the Developer to either (i) secure from the court conducting the Foreclosure Proceedings and/or the court conducting the Payment Bond Proceedings, a stay against the pursuit of such proceedings until the conclusion and the rendering of any final arbitral award in any Dispute Resolution Proceedings (the "**Stay Period**"), or (ii) to release any such M&M Lien(s) or Other M&M Lien(s) subject to Foreclosure Proceedings by the filing of a bond, as provided by law; and to otherwise release the Claim(s) Against Landlord asserted in a Payment Bond Proceeding including, but not limited to the filing of a bond by Tenant to remove any lien claimed on Landlord's property in any such Payment Bond Proceedings. Unless such 60-day period shall be extended in writing by Landlord, in its sole discretion, the failure of Developer to take the actions under either (i) or (ii) above, or the failure of Developer to diligently and in good faith pursue any Dispute Resolution Proceedings to conclusion shall be deemed an automatic termination of the Forbearance Period and any Stay Period, and an "Event of Default" by Tenant under the Lease, providing Landlord with all rights and remedies, as provided in the Lease.

NOT FOR PUBLIC CONSUMPTION

Bay Valley Pellet Plant
Portland, TX 78374, USA
Office: +1 361 452 0746
www.voestalpine.com

4. Nothing in this letter shall be deemed a release of Tenant's indemnity obligations in Section 7.06 of the Lease, such that at all times Tenant shall fully indemnify Landlord from any such M&M Liens, Other M&M Liens, and from any such Claim(s) Against Landlord to the extent provided in the Lease. Tenant further agrees to reimburse Landlord all attorney's fees reasonably incurred by Landlord in responding to or defending against any lien notices, liens, suits, claims, encumbrances or judgments arising out of or related to Tenant's failure, or the failure of anyone acting by through or under Tenant, including but not limited to Developer and Developer's contractors and their sub-contractors, and any of sub-contractors and materialmen of such sub-contractors to pay for labor or materials provided to the Leased Premises; as well as for all reasonable attorney's fees and expenses of Landlord in responding to an open records request filed by anyone asserting an M&M Lien, Other M&M Lien, or any Claim(s) Against Landlord.

5. Nothing in this letter is intended to create any third-party beneficial rights, and specifically, nothing in this letter is intended to give any Disputing Contractors any greater rights, or to give any Derivative Claimants any direct rights against Developer, Tenant or Landlord.

6. Except with respect to the agreements between Landlord and Tenant set forth herein, the Lease is hereby ratified and confirmed as being in full force and effect.

Should the foregoing accurately reflect the agreement between Landlord and Tenant regarding any M&M Lien(s) that may be filed against the Project and regarding any Claim(s) Against Landlord, then please so indicate by signing this letter in the space indicated below.

Sincerely,

voestalpine Texas Holding LLC

By: _____

Title: CEO

voestalpine Texas Holding LLC

By: _____

Title: Secretary

Agreed to and accepted this
__ day of July 2018:

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

By: _____
Sean C. Strawbridge, Chief Executive Officer

RESOLUTION REGARDING INDEMNIFICATION OF PORT COMMISSIONERS

WHEREAS, public officials such as the Port Commissioners of the Port of Corpus Christi Authority of Nueces County, Texas, should be free to exercise their duties unembarrassed by the fear of damage suits in respect of acts done in the course of those duties, which suits would consume time and energies which would otherwise be devoted to governmental service and the threat of which might appreciably inhibit the fearless, vigorous, and effective administration of policies of government; and

WHEREAS, consistent with this fundamental precept of good government the Port Commission believes the Port Authority should indemnify its Port Commissioners to the fullest extent allowed by law for liabilities or legal expenses arising from conduct (including acts or omissions) that reasonably appears to be within the scope of a Port Commissioner's authority; and

NOW, THEREFORE, BE IT RESOLVED BY THE PORT COMMISSION THAT:

Section 1. The Port of Corpus Christi Authority shall indemnify its Port Commissioners for claims made against them in accordance with the following policy:

Indemnification of Port Commissioners:

a. It is the intent of the Port Authority to protect its Port Commissioners from defense expense and legal liability through the purchase of appropriate public officials liability insurance, and such other liability insurance as the Port Authority obtains and maintains in force and effect. The Executive Director or Chief Executive Officer shall periodically report to the Port Commission on the liability insurance coverage maintained in force covering Port Commissioners as insureds and on proposed changes thereto.

b. To the extent that the Port Authority's liability insurance does not afford coverage with respect to a matter involving a Port Commissioner, it is the express intent of the Port Authority to indemnify its Port Commissioners to the fullest extent allowed by Texas law for liabilities or legal expense arising from conduct (including acts or omissions) that reasonably appears to be within the scope of a Port Commissioner's authority as such.

c. Absent a conflict of interest, a Port Commissioner named as a defendant along with the Port Authority shall be defended by the Port Authority's counsel. Otherwise, in view of the importance of a capable defense, an individual Commissioner's legal expense related to a civil or criminal action, proceeding, subpoena, investigation, or demand is intended to be funded on a current basis. However, in the event a criminal conviction of a Port Commissioner, or finding of breach of the duty of loyalty to the Port Authority or official misconduct, on the part of a Port Commissioner, results from any such matter, all legal expense paid by the Port Authority in connection therewith shall be reimbursed by such Port Commissioner.

d. Port Commissioners who receive notice of a suit, proceeding, subpoena, investigation, or demand related to their service as a Port Commissioner shall promptly inform the General Counsel, who shall determine the applicability of the Port Authority's insurance coverage and oversee and review requests for funding of any legal expense in connection therewith.

e. Inasmuch as this section is not intended to foreclose any future Port Commission's judgment as to the public interest, all payments under this Section 10 indemnifying for the liability of a Port Commissioner, or funding the legal expense of Port Commissioner, are subject to Port Commission approval. This Section 10 is a non-binding statement of intent and does not create a property interest or a contract and does not waive any of the Port Authority's immunities under law.

f. Any right of indemnification granted by this Section 10 is in addition to and not in lieu of any other such right to which any Port Commissioner of the Port Authority may at any time be entitled under the laws of the State of Texas or as otherwise provided for by the Port Authority. If any indemnification which would otherwise be granted by this Section 10 is disallowed by any competent court or administrative body as illegal or against public policy, then any Port Commissioner with respect to whom such adjudication was made, and any other Port Commissioner, shall be indemnified to the fullest extent permitted by the laws of the State of Texas and public policy.

g. Any Port Commissioner requesting indemnification hereunder shall regularly report to the Port Commission regarding the matters that may be subject to such indemnification, as necessary to keep the Port Commission reasonably informed as to such matters.

h. The Port Authority may purchase and maintain insurance on behalf of any person who is or was a Port Commissioner of the Port Authority, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status or former status as Port Commissioner.

i. The indemnification provided herein shall inure to the benefit of the heirs, executors, and administrators of Port Commissioners.

Section 2. The Operating Rules of the Port Commission are hereby amended by adding the foregoing policy thereto as a new Section 10 entitled Indemnification of Port Commissioners.

Section 3. This Resolution is hereby adopted by the Port Commission on July 17, 2018, and the actions taken herein shall become effective immediately.

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: David L. Krams, P.E.
Director of Engineering Services
Krams@pocca.com
(361) 885-6134

Approve Service Order No. 2 in the Amount of $92,460 with Mott McDonald Inc., under Master Services Agreement No. 18-03, for a Passing Vessel Hydrodynamic Modeling Study of the Corpus Christi Ship Channel and La Quinta Channel in the Vicinity of Ingleside Cove and Ingleside-on-the-Bay, Texas.

SUMMARY: Staff recommends approval of the attached Service Order No. 2, under Master Services Agreement 18-03, with Mott McDonald (MM) with a ceiling price of $92,460 to perform a passing vessel hydrodynamic modeling study of the Corpus Christi Ship Channel and La Quinta Channel in the vicinity of Ingleside Cove and Ingleside-on-the-Bay, Texas.

BACKGROUND: Under normal safe vessel operations and typical environmental and tidal conditions, vessels can generate waves in the form of wakes and tidal bores. A ship's hull design, draft at the time of transit, vessel speed, environmental conditions, channel geometry, shoreline geometry, the presence and shape or absence of structures on the shoreline, and the distance of structures from the channel are just some of the factors that affect the behavior of these waves and the effect they may have. Recently, staff has received reports that ship generated waves have overtopped the bulkheads and revetments constructed along the La Quinta Channel.

The recommended study will evaluate the behavior of the vessel generated waves and their effect on shore features in the study area under a variety of model scenarios and conditions. Examples of the scenarios include but are not limited to: the modeling of tanker vessels currently using the Corpus Christi Ship Channel and La Quinta Channel under existing conditions, LNG vessels under existing conditions, then tanker and LNG vessels under authorized improvements to the La Quinta Channel, as well as channel improvement features and vessels associated with the Corpus Christi Ship Channel 54-foot project and other channel development features in the study area.

The study is expected to take 5 to 6 months, and a draft technical report is anticipated by January 15, 2019.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: The project conforms to the PCCA's Strategic Plan (Strategic Goal #2 – Provide Facilities and Services to Meet Customer Needs).

EMERGENCY: None.

FINANCIAL IMPACT: The 2018 Engineering Budget did not include funds for the cost of this study.

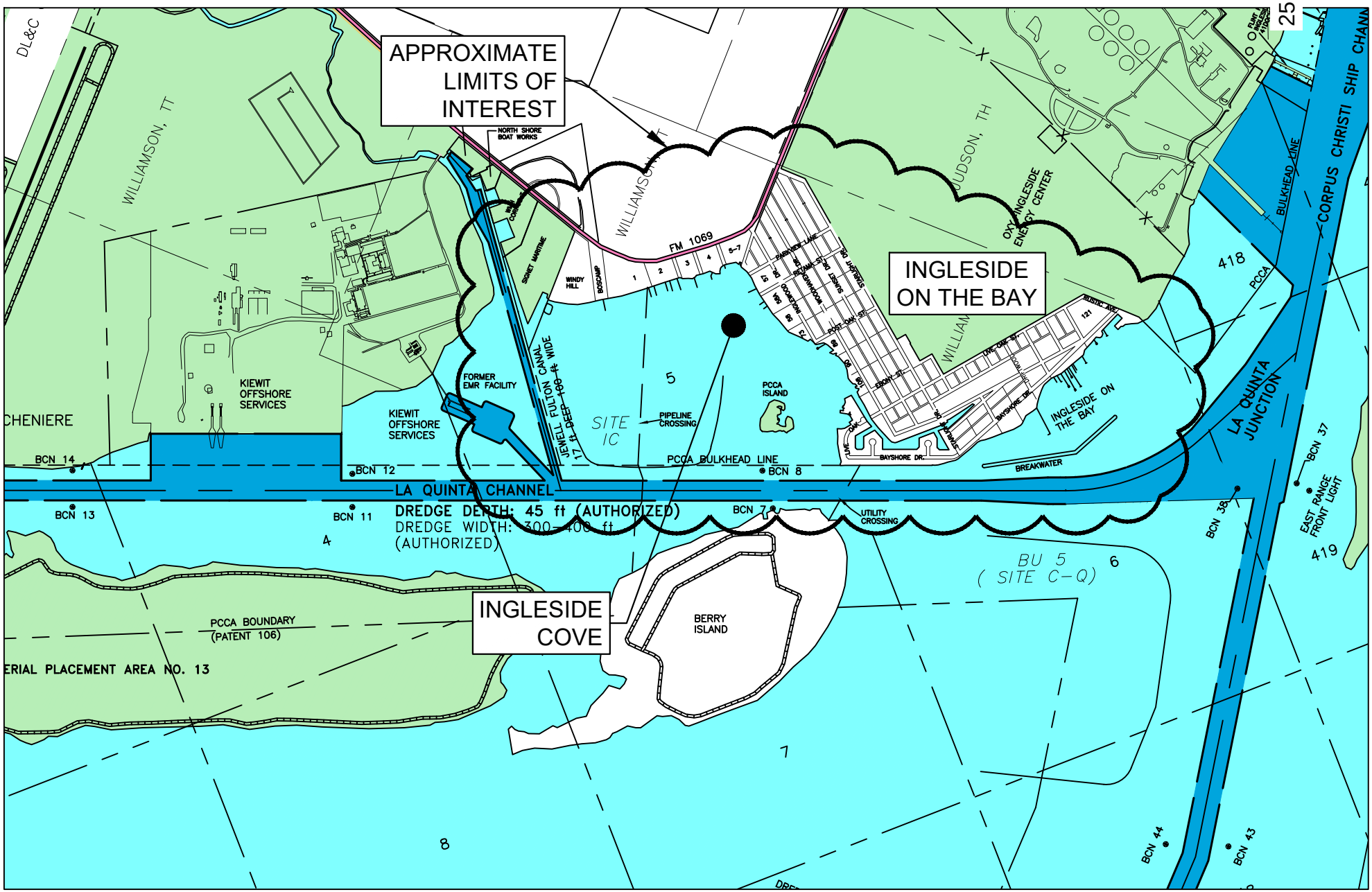
STAFF RECOMMENDATION: Staff recommends approval of the attached Service Order No. 2 with a ceiling price of $92,460 with Mott McDonald, under Master Services Agreement No. 18-03, to perform hydrodynamic modeling and prepare an analysis study report on passing vessel hydrodynamics of the Corpus Christi Ship Channel and La Quinta Channel in the vicinity of Ingleside Cove and Ingleside-on-the-Bay, Texas. With the approval of this Service Order No. 2 and Service Order No. 3 also recommended for approval by the Commission this month, the amount of awarded Service Orders under Master Services Agreement No. 18-03 will total $377,274.50.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Dan Koesema
	Paul Carangelo
Legal	Staff used PCCA's standard Service Order template
Senior Staff	John LaRue
	Sean Strawbridge
	Dennis DeVries

LIST OF SUPPORTING DOCUMENTS:

Map Exhibit
Service Order No. 2



h:\ben vasquez\drawings & exhibits\coastal planning\passing vessel modeling and analysis study.dwg

THIS DOCUMENT WAS PREPARED AS A DRAFT EXHIBIT UNDER THE AUTHORITY OF THE PORT OF CORPUS CHRISTI ON 7/9/18. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMITTING PURPOSES.

PORT CORPUS CHRISTI

PORT OF CORPUS CHRISTI AUTHORITY

VICINITY MAP
PASSING VESSEL MODELING
AND ANALYSIS STUDY

SCALE:	1:2000	EXHIBIT A	DATE:	2018/07/09
DWN. BY:	BEN V		TIME:	16:01:43

SERVICE ORDER
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 18-03

PROJECT NAME: **Passing Vessel Hydrodynamic Modeling Study of the Corpus Christi Ship Channel and La Quinta Channel in the Vicinity of Ingleside Cove and Ingleside-on-the-Bay, Texas.**

PROJECT NO. 18-006A
SERVICE ORDER NO. 2
COMMENCEMENT DATE: July 17, 2018

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and Mott MacDonald, LLC ("**Engineer**"). PCCA and Engineer agree that all of the Services authorized by this Service Order shall be subject to the terms and conditions of PCCA's Master Services Agreement No. 18-03 between PCCA and Engineer, as amended ("**Agreement**"). Upon execution of this Service Order, the Agreement shall be incorporated into and be considered part of this Service Order as if set forth herein in its entirety. Any capitalized terms in this Service Order that are not defined herein shall have the meanings given to them in the Agreement. If there is any inconsistency between the terms of this Service Order and the terms of the Agreement, the terms of this Service Order will control.

Engineer will provide the Services described in the Services of Engineer below in connection with the Specific Project described below.

1. Description of Specific Project:

Under this Service Order, Engineer will conduct a numerical modeling study of vessel hydrodynamics in the vicinity of the junction of the Corpus Christi Ship Channel (CCSC) and La Quinta Channel (LQC), from CCSC Station 450+00 to 700+00, and along the LQC up to Donnel Point, from LQC Station 0+00 to 200+00. The objectives of the study are identified as follows:

1. Determine passing vessel driven current velocity and water level changes along the shoreline between existing and proposed channel conditions.

2. Determine physical impacts to the Ingleside On-the-Bay bulkhead and shoreline along the LQC and along the CCSC including the full length of Bayshore Drive, Ingleside Marina, Ingleside Cove shoreline, and PCCA Island for existing, t proposed and potential future channel improvement conditions.

3. Provide technical memorandum and presentation summarizing results and providing recommendations to mitigate adverse conditions resulting from passing vessels.

2. Services of Engineer (Scope of Services)

The specific services to be provided or furnished by Engineer under this Service Order are set forth in "Part 1—Services" of **Exhibit A**, "*Engineer's Services for Service Order*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

3. Resident Project Representative (RPR) Services: Not Applicable

4. Designing to a Construction Cost Limit: Not Applicable

5. Other Services: Not Applicable

6. PCCA's Responsibilities

PCCA shall have those responsibilities set forth in Section 5.01 of the Agreement.

7. Service Order Schedule

In addition to any schedule provisions provided in **Exhibit A** or elsewhere, the parties shall meet the following schedule:

Party	Action	Schedule
Engineer	Furnish 1 electronic review copies of the Draft Report and other Study and Report Phase deliverables to PCCA.	Within 18 weeks of the Commencement Date of the Service Order.
PCCA	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within 2 weeks of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish 1 electronic copies of the revised Draft Report and other Study and Report Phase deliverables to PCCA.	Within 2 weeks of the receipt of PCCA's comments regarding the Report and other Study and Report Phase deliverables.

Should PCCA not return comments and/or instructions in the time listed in the schedule, the Engineer's schedule for subsequent items will be extended by the same number of days by which PCCA comments or instructions exceed the scheduled review with no further recourse by the Engineer against PCCA.

8. Method of Compensation

A. PCCA shall pay Engineer for services rendered under this Service Order using Standard Hourly Rates with a Ceiling Price. Reimbursable Expenses are included in the Ceiling price.

B. If this is a Lump Sum Service Order, PCCA shall pay Engineer the following lump sum amount for the services described in this Service Order: Not Applicable. **In addition, PCCA shall reimburse Engineer for the following Named Reimbursable Expenses (if any):** Not Applicable.

C. If this is an Hourly Rates Service Order, the Ceiling Price for this Service Order is $92,460.

D. If this is an Hourly Rates Service Order, the estimated amount of compensation payable for each category of services rendered under this Service Order is as follows:

Description of Service	Amount
Study and Report Phase (*1.01 of Ex. A*)	See Below
• Project Kickoff and Review	$ 1,161
• Existing Data Collection and Review	$ 3,022
• Additional Survey Data Collection (if needed)	$ 9,575
• Coastal Engineering Analysis and Numerical Modeling	$61,918
• Coordination and Reporting	$16,784
CEILING PRICE	$92,460

E. The terms of payment are set forth in Article 4 of the Agreement.

9. **Consultants retained or that will be retained as of the Commencement Date of the Service Order:** TBD

10. **Other Modifications to the Agreement or the Exhibits to the Agreement:** Not applicable

11. **Exhibits or Attachments to this Service Order:** Not applicable

12. **Documents (other than the Agreement) Incorporated by Reference:** Not applicable

13. **Terms and Conditions**

Execution of this Service Order by PCCA and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Service Order signed by PCCA.

[Signature page follows this page]

IN WITNESS WHEREOF, each Party has executed this Service Order effective for all purposes as of the Commencement Date.

PCCA:

Port of Corpus Christi Authority of Nueces County, Texas

By: _____

Name: Sean C. Strawbridge

Title: Chief Executive Officer

Date Signed: _____

Address for giving notice:
222 Power Street
Corpus Christi, Texas 78401
Attention: Director of Engineering Services

PCCA's Designated Representative:

David L. Krams, P.E.

Title: Director of Engineering Services

Phone Number: (361) 885-6134

Facsimile Number: (361) 881-5161

E-Mail: krams@pocca.com

Engineer:

Mott MacDonald, LLC

By: Kendall L. Kilpatrick

Name: Kendall L. Kilpatrick

Title: Senior Vice President

Date Signed: 7-9-18

Address for giving notice:
711 North Carancahua, Suite 1610
Corpus Christi, Texas 78401

Engineer's Designated Representative:

Aaron Horine

Title: Principal Coastal Engineer

Phone Number: 361-661-3061

Facsimile Number: _____

E-Mail: aaron.horine@mottmac.com

EXHIBIT A
ENGINEER'S SERVICES FOR SERVICE ORDER

PART 1—SERVICES

A1.01 *Study and Report Phase Services*

A. The following services are to conduct a numerical modeling study of vessel hydrodynamics at the junction of the Corpus Christi Ship Channel (CCSC) and the La Quinta Channel (LQC), from CCSC Station 450+00 to 700+00, and along the LQC up to Donnel Point, from LQC Station 0+00 to 200+00.

B. Engineer shall provide the following Study and Report Phase Services:

1. Perform a numerical modeling study to determine existing and future passing vessel effects and identify structural and nonstructural solutions to the reduction of physical impacts to the Ingleside On-the-Bay bulkhead and shoreline along the LQC and the CCSC, Ingleside Marina, Ingleside Cove Shoreline, and PCCA Island (formerly Cooks Island).

2. Determine and advise of any need for PCCA to obtain, furnish, or otherwise make available to Engineer existing Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solutions to PCCA's Specific Project requirements, and preparation of a related report. Engineer will work with the PCCA to compile and process the existing data that will be required to update existing numerical modeling grids and model input parameters. The following existing data will be collected and organized:

   - Updated Bathymetry for the CCSC and LQC, PCCA Island, Ingleside On-the-Bay shoreline, Ingleside Cove, and bay bottom in the project vicinity.
   - Latest aerial photography of the area of interest.
   - Preliminary design drawings in ACAD format of the proposed channel improvements along the area of interest.
   - Dimensions and particulars for the vessels to be modeled.

   The acquisition of the data will be coordinated with the PCCA. However, it is assumed that the PCCA will provide the data listed. Engineer will compile, review, analyze, and prepare data for the vessel hydrodynamic analysis using information compiled as part of the previous Coast & Harbor Engineering (CHE) study where possible. If available bathymetric data is not sufficient,

new bathymetric data may need to be collected for proper modeling grid development. A decision will be made in coordination with the PCCA to determine if additional bathymetric data collection will be required. New data collection is included in this service order, but will not be billed without prior approval from the PCCA.

Engineer will select the vessels for modeling based in part on those used during the previous CHE study and on available information through coordination with the PCCA. The design vessels to be selected include two different types of vessels for the LQC (Suezmax Tanker and LNG Carrier) and one type of vessel for the CCSC (Suezmax Tanker) to be coordinated with the PCCA. These vessels will be used for modeling of existing conditions and proposed channel improvements as coordinated with the PCCA. In addition, up to two (2) validation runs will be performed for an existing vessel identified by the PCCA which has been observed along the project shoreline and for which sufficient data is available (AIS, photographs of vessel wakes, ship dimension, etc.) to estimate the dimensions, speed, track, and resulting vessel wake impacting the shoreline at the time of passing of the validation vessel.

3. Apply a fine-scale hydrodynamic model, the VH-LU model, to generate fluctuations in current velocities and water levels. The system is the highly/best validated system in the world based on industry publications, and has been applied at well over 100 locations world-wide. Based on the selected vessel type, speed, draft, and route Engineer will develop representative modeling scenarios. Up to twenty-four (24) modeling scenarios (including existing and proposed conditions and validation scenarios) will be developed and modeled. The proposed modeling scenarios will be coordinated and verified with the PCCA prior to the execution of the modeling. Inclusive of various water level condition and vessel modeling permutations, examples of modeling scenarios include but are not limited to:

    - Existing conditions and existing vessel(s);
    - La Q Bend Easing (LQBE) and Suezmax tank vessel(s) and LNG;
    - LQBE and 54 foot CCSC and Site CQ;
    - LQBE and 54 foot CCSC and Site CQ and Site IC.

    Additional modeling scenarios or permutations identified by PCCA during the performance of the work shall be run and analyzed as part of the study.

4. Consider potential effects of relative sea level rise (RSLR) and various tide/water levels on numerical modeling results and actual impacts by performing one (1) additional run of the determined controlling passing vessel scenario at Mean Sea Level (MSL) with estimated relative sea level rise added. One (1) additional run at a RSLR elevation to be added to the model to be coordinated with the PCCA before running that scenario one (1) additional run at mean higher high water and one (1) additional run at a spring

or bull tide water level. The potential effect of controlling vessel passage at RSLR may be used as a proxy for the controlling vessel passage under an existing condition at comparable high water level event.

5. Based on outcome of scenario model runs and in consultation with PCCA, Engineer will identify potential structural and non-structural mitigation measures which, in Engineer's judgment, meet PCCA's requirements for the Specific Project, and these concepts shall be modeled to evaluate impact. Structural concepts could include but may not be limited to raising bulkhead elevation, revetments, breakwaters, channel widening. Engineer anticipates running up to three (3) additional runs of the controlling vessel at the various water levels for each concept to determine effect. Non-structural concepts could include but may not be limited to evaluating "safe navigation" vessel speeds without and with tug support. In consultation with the PCCA, "safe navigation vessel speeds will be evaluated by performing additional modeling of the scenarios discussed previously with the vessels traveling at slower speeds. Engineer anticipates running up to five (5) additional scenarios to determine "safe navigation" vessel speeds.

6. Prepare a draft report (the "***Technical Memorandum***") which will, as appropriate, describe the study area and identify the conditions that make it susceptible to adverse impacts from passing vessels induced water level change, normal tidal events, tropical cyclones and relative sea level rise projections, contain results of the numerical modeling and analysis with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommendations.

7. Prepare presentation and present findings and recommended measures at three (3) meetings upon request by PCCA.

8. Pursuant to the Service Order schedule, furnish the required number of review copies of the Draft Technical Memorandum and any other Study and Report Phase deliverables to PCCA, and review it with PCCA. PCCA shall submit to Engineer any comments regarding the furnished items within the time established in the Service Order schedule.

9. Pursuant to the Service Order schedule, revise the Report and any other Study and Report Phase deliverables in response to PCCA's comments, as appropriate, and furnish the required number of copies of the revised Draft Report and any other Study and Report Phase deliverables to the PCCA.

C. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to PCCA, and the PCCA has accepted, the revised Report and any other Study and Report Phase deliverables.

D. Engineer's Assumptions:

1. Numerical modeling grids and vessel tracks from the previous CHE study shall be adopted, used and updated by Engineer as needed to facilitate the current modeling effort.

2. The numerical modeling grid bathymetry will be updated using publicly available bathymetric and topographic data and survey data provided by the PCCA. No additional bathymetric survey data collection will be required for this effort.

3. 3D vessel hull geometry data available from previous studies performed by CHE is sufficient for the modeling effort, but geometry shall be updated and scaled as necessary to match design vessel particulars selected as coordinated with the PCCA.

4. A site visit is not necessary for preliminary design as the data obtained by Engineer during the previous shoreline assessment shall be sufficient for this purpose.

5. PCCA will provide readily available existing Topo/Hydrographic survey data for the study area and project sites including current elevations along the project shoreline. Additional data collection by Engineer is included in this service order, but will not be executed without prior approval from the PCCA.

6. No more than three different vessels will be modeled for the majority of the s effort. The majority of modeled scenarios shall be consistent with the previous effort which included two types of vessels within the LQC (Suezmax Tanker and LNG Ship) and one vessel within the CCSC (Suezmax Tanker).

7. The models will be run at the current MSL elevation for current and proposed conditions and at the measured sea level elevation for the model validation run. Additional controlling vessel model runs shall be run at water level elevations as described in B.4.

8. One sea level rise modeling scenario will be performed as described previously in B.4. It is assumed that the relative sea level rise scenario and validation run shall provide sufficient for a preliminary determination of the effects of water level variations on passing vessel effects.

9. Services do not include any additional runs than those described herein. Any additional modeling effort and fees will be negotiated with the PCCA and amended to this Service Order as necessary.

Deliverables:

Draft Technical Memorandum delivered electronically in DOC and PDF format.
Revised Draft Technical Memorandum delivered electronically in PDF format.

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: Sam Esquivel, Real Estate Services Manager
Sam@pocca.com
(361) 885-6140

Approve a Lease Agreement with the United States of America, through the Department of Homeland Security, United States Coast Guard, to Locate a Maritime Navigational Aid at La Quinta Terminal, San Patricio County, Texas.

SUMMARY: Staff requests approval of a Lease Agreement with the United States of America through the U.S. Coast Guard (USCG) for a 20' X 20' plot of land or .00918 acre Leased Premises for the operation of a maritime navigational aid for La Quinta Ship Channel, as depicted on the attached exhibit. The primary term of the Lease Agreement will begin July 15, 2018, and end December 31, 2018. The Lease may, at the option of the Government, be renewed annually through December 31, 2028. No rental fee is assessed for this Lease Agreement since the range marker serves as navigational aid for the benefit of the general public.

BACKGROUND: To facilitate marine commerce at La Quinta Terminal the PCCA constructed temporary range markers which have been in place for several years. On March 20, 2018 the Port Commission approved a Lease Agreement with the USCG for 50'x 50' plot of land for a permanent rear Aids to Navigation (AtoN) at La Quinta Terminal. Now the USCG is seeking to improve the existing front range marker by constructing a permanent AtoN for the anticipated vessel traffic related to Cheniere's LNG Project. The new lease premises is approximately 105 feet north west of the existing temporary range marker. The area identified for the AtoN's location was a collaborative effort between the PCCA, USCG, and the Harbor Pilots.

ALTERNATIVES: None

CONFORMITY TO PORT POLICY: This project is consistent with the PCCA Strategic Plan (Strategic Goal #2 – Provide facilities and services to meet customer needs to provide surface infrastructure and services to support maritime and industrial development).

EMERGENCY: N/A

FINANCIAL IMPACT: No rental fee is assessed. Navigational aid is for the benefit of the general public.

STAFF RECOMMENDATION: Staff recommends approval of the Lease Agreement with United States of America, through the Department of Homeland Security, United States Coast Guard to locate a Maritime Navigational Aid at La Quinta to the east of the future Heavy Haul Road, San Patricio County, Texas.

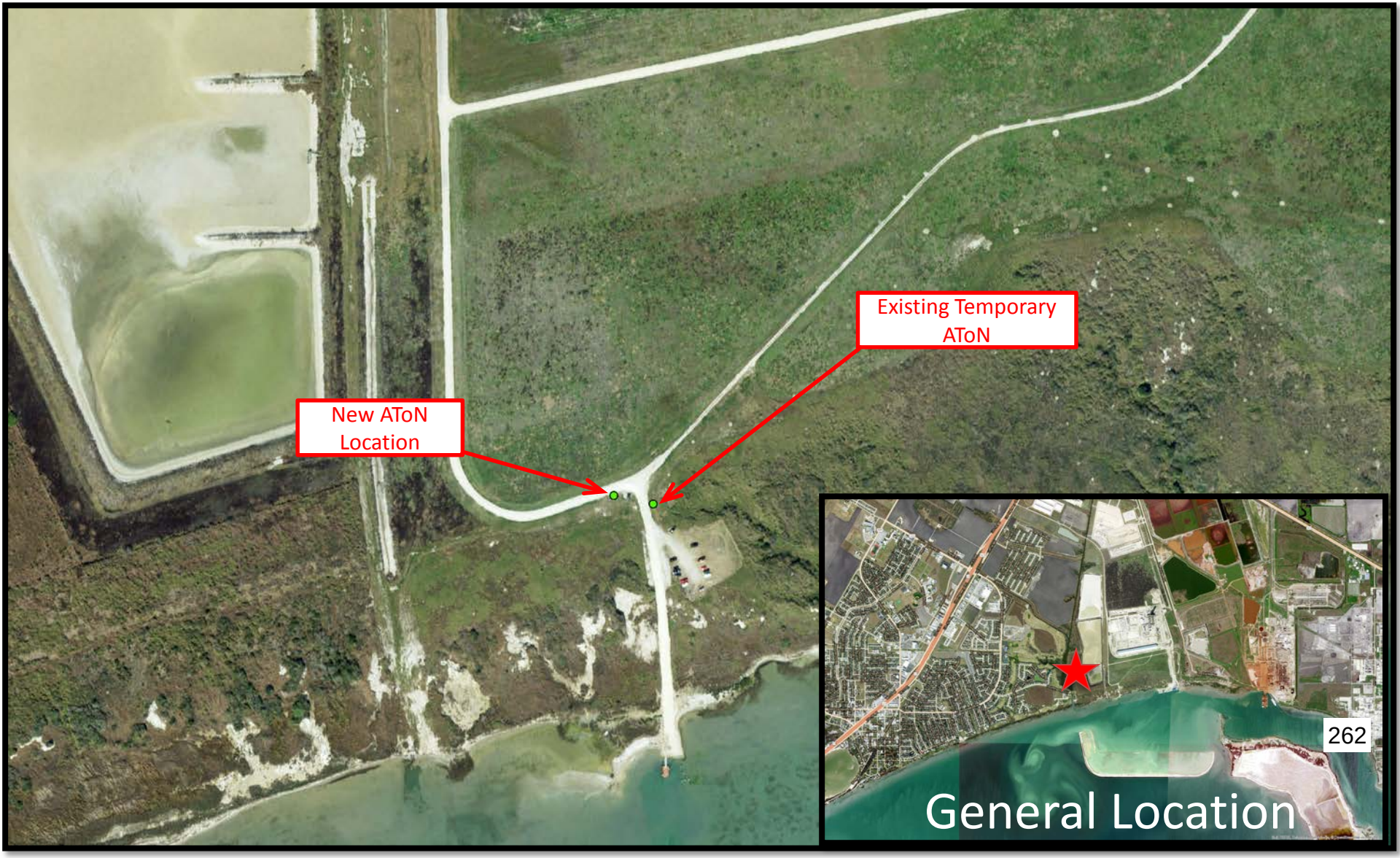
DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate
Reviewed & Approved	Sam Esquivel Kent Britton
Engineering	David L. Krams P.E.
Legal	Dane Bruun
Senior Staff	Sean Strawbridge John LaRue Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Lease Agreement

Approve a Lease Agreement with the United States of America, through the Department of Homeland Security, United States Coast Guard, to Locate a Maritime Navigational Aid at La Quinta Terminal, San Patricio County, Texas.



STANDARD FORM 2 FEBRUARY1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41 CFR) 1-16.601	**U.S. GOVERNMENT** **LEASE FOR REAL PROPERTY**

DATE OF LEASE Date of Execution	**LEASE No.** HSCG82-18-1-0005 La Quinta Range A Inner RFL Land

THIS LEASE, made and entered into this date by and between Port of Corpus Christi Authority of Nueces County, Texas, (hereinafter called the "Lessor"), whose address is P.O. Box 1541, Corpus Christi, Texas 78469 and whose interest in the property hereinafter described is that of a leasehold, and by the authority of 14 U.S.C. § 672 the UNITED STATES OF AMERICA, acting by and through a duly authorized official of the Department of Homeland Security, United States Coast Guard (hereinafter called the "Government"):

WITNESSETH: The parties, hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises, hereinafter referred to as the "Premises".

A parcel of land for the Government's Aid to Navigation (AtoN) structure described as follows:

La Quinta Range A Inner RFL land parcel described as (centered) latitude 27.52-53.3328N with a longitude of -97.17'06.5367W. A 20' X 20' plot of land or 0.009 Acres, together with the improvements there on. See attached Exhibit A and Exhibit B.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 15th, 2018, through December 31, 2018, subject to termination and renewal rights as may be hereinafter set forth. Subject to the continued needs, this Lease may, at the option of the Government, be renewed annually through December 31, 2028. The Government's option shall be deemed exercised and the lease renewed each year for one (1) year to a maximum time of ten (10) years provided notice be given in writing to the Lessor at least thirty (30) days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during the renewal term unless otherwise agreed to by all the parties with a signed modification to this lease.

3. **CONSIDERATION.** The Consideration for this lease shall be the operation and maintenance of this property to be used by Aids to Navigation equipment for the benefit of the general public in accordance with the terms and conditions hereinafter set forth. As additional consideration, the Government agrees to construct fencing on the perimeter of the Leased Premises with the entrance gate along the east fence line.

4. **NOTICE**. The Government may terminate this lease, at any time by giving at least thirty (30) days' notice in writing to the Lessor. Said notice shall be computed commencing from the date of receipt of termination notice.

5. **CONDITION.** This lease will continue with the same terms and conditions, unless and until the Government shall give notice of termination in accordance with paragraph 4, provided that adequate appropriations are available from year to year for payment of rentals, if applicable, and provided further that this lease shall in no event extend beyond December 31, 2028. A Supplemental Agreement will be utilized to make changes/adjustments to this lease.

6. **COMPLIANCE WITH APPLICABLE LAW.** The Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner of the Premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation thereof; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Lessor. The Government will comply with all Federal, state and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

7. **MAILING.** Mailing refers to Certified Mail with a return receipt and the date of acceptance being the start date.

8. **CHANGE OF OWNERSHIP NOTIFICATION**. Lessor will notify Government within thirty (30) days of any transfer of ownership of the described property.

9. **SUCCESSORS BOUND.** The Lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, and successors.

10. **INDEMNIFICATION.** The Government, in the manner and to the extent provided by the Federal Tort Claims Act (28 U.S.C. § 2671-2680), as amended), shall be liable for, and shall hold the Lessor harmless from claims for damage or loss of property, personal injury or death caused by the acts or omissions of the Government, its officers, employees and agents in the use of the leased premises.

11. **INGRESS/EGRESS**. Lessor hereby grants to the Government, its contractors and other duly assigned personnel, the right of ingress and egress (both vehicular and pedestrian) necessary or convenient for the installation, use, maintenance, repair, operation, and replacement of Government-owned equipment across Lessor's property.

12. **GOVERNMENT INSPECTION.** The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas to which access is necessary to ensure a safe and healthy work environment for the Government equipment and the Lessor's performance under this lease.

13. **PERFORMANCE FAILURE**. If Lessor fails to cure or remedy any failure to perform any service, to provide any item, or meet any requirement of the lease within thirty (30) days of Government's written notice to Lessor, Government may deduct any cost incurred for the service or item, including administrative costs, from rental payments or Government may perform the service, provide the item, or meet the requirement, either directly or through a contract.

14. **DESTRUCTION OF SPACE.** If the leased area is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenantable, as determined by the Government, the Government will provide the Lessor a maximum of one hundred and twenty (120) days to rebuild with any replacement equipment due, subject to tenantable condition as determined by the Government. During this period, no lease charge is to be incurred by the Government. Any such payments, by the Government, to the Lessor will be promptly returned to the Government. The Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due if the new tower and systems are not fully functional by the end of the one hundred and twenty (120) day period.

15. **TENANTABLE CONDITION**. The Lessor shall maintain the demised premises in good repair and tenantable condition to allow unhindered access.

16. **ANTI-DEFICIENCY ACT (31 U.S.C. § 1341, as amended).** Nothing in this lease shall constitute an obligation of funds of the United States in advance of an appropriation thereof.

17. **INSURANCE.** The Government is a self-insured entity.

18**. TAXES AND ASSESSMENTS**. The Government is not responsible or liable for any real property or personal property taxes, personal taxes, nor assessments levied or assessed upon or against the leased premises.

19. **CONDITIONS OF USE.** The Government is responsible for meeting all applicable Federal, State and local safety and other codes, and for obtaining all applicable Federal, State, and local permits, licenses, or other authorization required for operation of its equipment.

20. **EQUIPMENT INSTALLATIONS, MAINTENANCE, INTERFERENCE, AND REMOVAL.** The Government is solely responsible for all costs connected with the installation and maintenance of all Government-owned equipment located on the Leased premises. Installation and operation of Government equipment shall be done according to applicable government codes and accepted industry standards. The Government shall have title to all improvements placed or erected on the leased property, and the right to dispose of such improvements by sale, removal or offsite use upon revocation, expiration or surrender of this lease.

21. **WARRANTY.** Lessor makes no warranty, express or implied, as to the suitability of the leased premises for the Government's intended use or purpose and expressly disclaims any such warranty.

22. **SUBLETTING/ASSIGNMENT.** Government may not sublet or assign the leased premises.

23. **LEASE ADMINISTRATION**. Administration of subject lease will be accomplished by: Commanding Officer (rp), U.S. Coast Guard, Civil Engineering Unit Miami, 15608 SW 117th Avenue, Miami, FL 33177.

24. **SEVERABILITY**. If any term or provision of this lease is held invalid or unenforceable, the remainder of this lease shall not be affected thereby and each term and/or provision hereof shall be valid and enforced to the fullest extent permitted by law.

25. **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. § 601-613). Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

a. "Claim", as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under the Act until certified as required by subparagraph (b)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

b. (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
Contracting Officer.

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(2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

c. For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

d. The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

e. If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

f. The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required), or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33,21, interest shall be paid from the date that the Contracting officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided for in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

26. **POINTS OF CONTACT.** Contact information for the Government: Commander, U. S. Coast Guard, Civil Engineering Unit Miami, Attn: Mr. Jeffrey Reyes, Real Property, 15608 SW 117th Avenue, Miami, FL 33177 Phone (305) 278-6705. Coast Guard Technical Point of Contact – D8 Waterways Management Mr George Rau, Phone 504-671-2110, Email: George.a.rau@uscg.mil, Contact information for the Lessor: Mr. Erin F Hall, Phone: 361-429-1091, Email: erin@pocca.com

27. **ASSIGNMENT OF CLAIMS.**

a. The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 15 (hereafter referred to as "the Act"), may assign its right to be paid amounts due or to become due as a result of the performance by contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

b. Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

c. The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such in writing.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

28. **CLAUSES**. This lease incorporates by reference the applicable clauses in GSA Form 3517A ("General Clauses"), with the same force and affect as if they were given in full text. Upon request, the Government will make the full text available or the full text may be found at http://www.gsa.gov/leasingform.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR:

BY ___ _____ _____.
(*Signature*) (*Official title*)

IN PRESENCE OF:

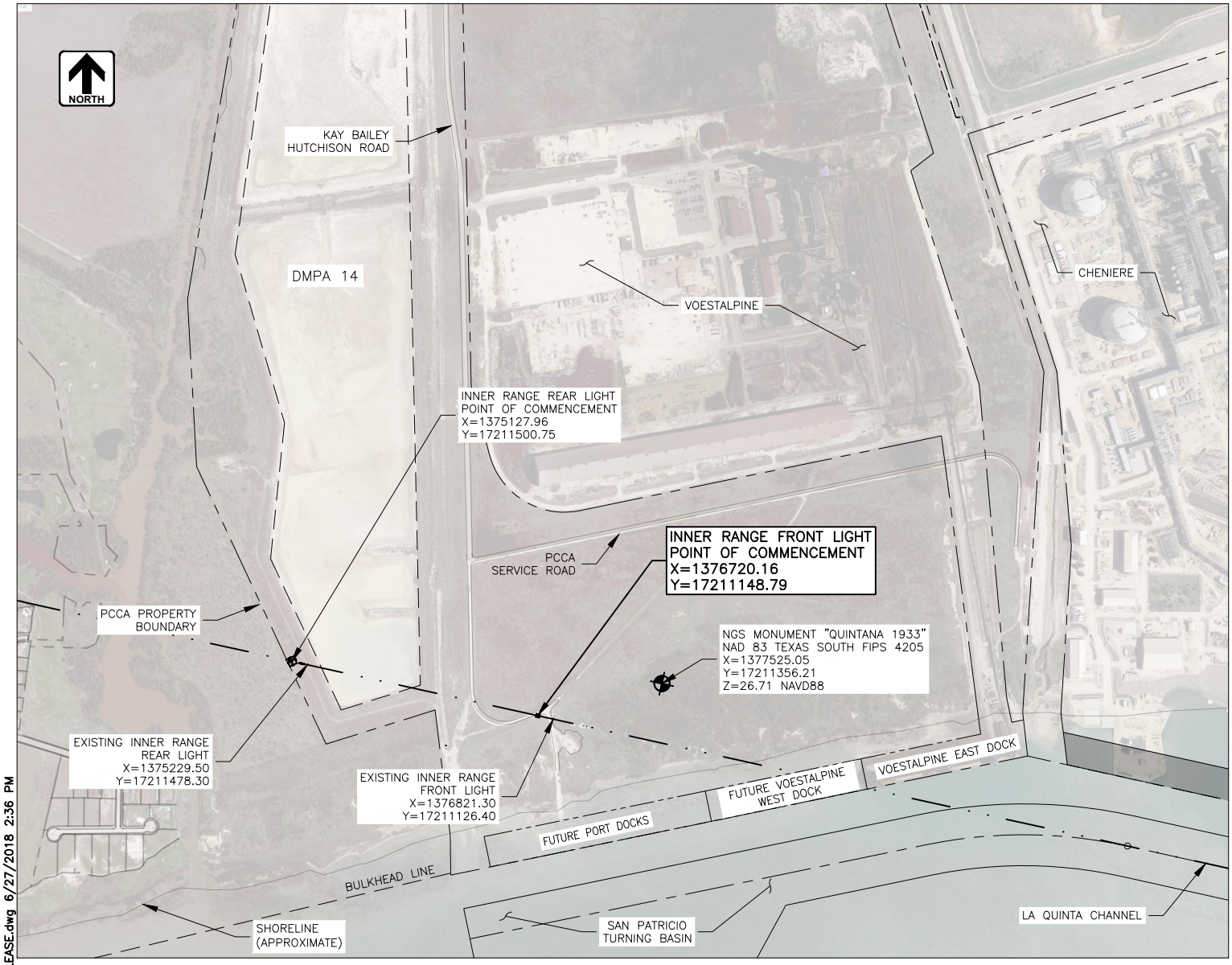
BY _____.

(Signature) (Address)

UNITED STATES OF AMERICA DEPARTMENT OF HOMELAND SECURITY/US COAST GUARD

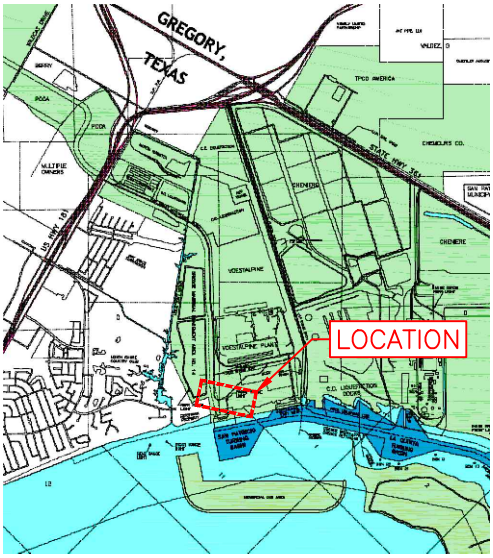
BY _____ _____
(*Signature*) (*Official title*)

STANDARD FORM 2
FEBRUARY 1965 EDITION



01/01 PLAN

SCALE
0 500' 1,000'



02/01/01 LOCATION MAP
NOT TO SCALE

PORT CORPUSCHRISTI

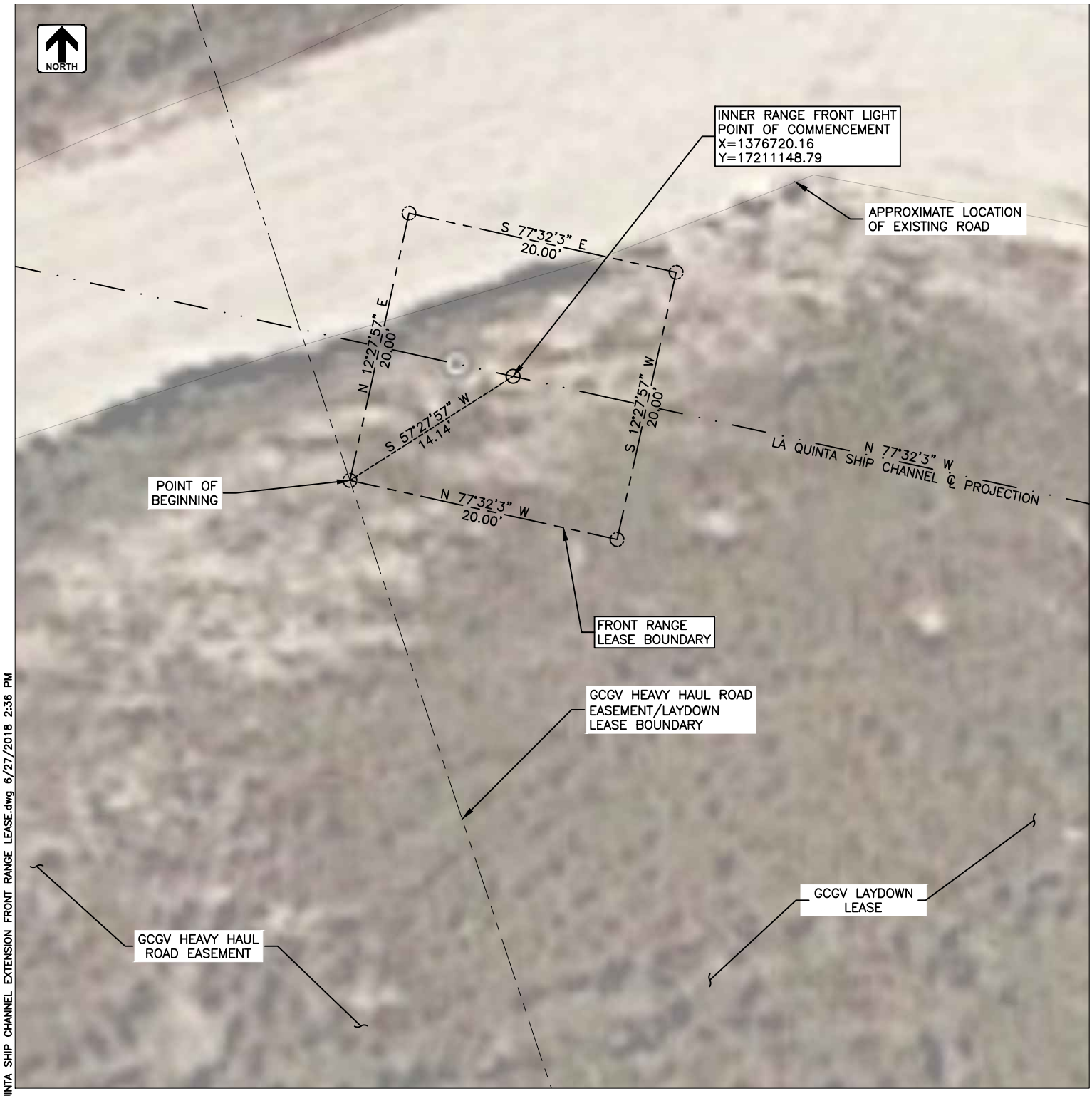
PORT OF CORPUS CHRISTI AUTHORITY

267

LA QUINTA SHIP CHANNEL EXTENSION
FRONT RANGE LEASE

SCALE: AS NOTED	EXHIBIT A	DATE: 6/27/2018
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01 / 01|01 INNER RANGE FRONT LIGHT

SCALE 0 5' 10'

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PORT CORPUS CHRISTI

PORT OF CORPUS CHRISTI AUTHORITY

268

LA QUINTA SHIP CHANNEL EXTENSION
FRONT RANGE LEASE

SCALE: AS NOTED	EXHIBIT B	DATE: 6/27/2018
DWN. BY: BLV		DWG. NO. 9:35:04 AM

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: David L. Krams, P.E.
Director of Engineering Services
Krams@pocca.com
(361) 885-6134

Approve Service Order No. 3 in the Amount of $109,814.50 with Mott McDonald under Master Services Agreement No. 18-03, for Engineering Services associated with the Hurricane Harvey Damage Repairs to the La Quinta Terminal Aquatic Habitat Protection Structures.

SUMMARY: Staff recommends approval of the attached Service Order No. 3, under Master Services Agreement 18-03, with Mott McDonald (MM) with a ceiling price of $109,814.50 to provide engineering services to prepare the preliminary and final design and contract documents for the repair of structures protecting the La Quinta Terminal Aquatic Habitat area that were damaged during Hurricane Harvey.

BACKGROUND: The La Quinta Terminal Aquatic Habitat was constructed during 2016 and 2017 as mitigation required by the Terminal's permit. The habitat consists of areas of emergent salt marsh and submerged aquatic vegetation/seagrass with the salt marsh habitat area protected on the north and east by a fabric shrouded earthen berm and to the west by the BUS 6 levee, which consists of an earthen core protected by stone riprap. In August 2017, Hurricane Harvey damaged and/or eroded these protection structures. The PCCA hired MM to conduct a post-Harvey damage assessment, which provided conceptual approaches and a rough order of magnitude cost estimates for repairs. Further post-Harvey inspections by PCCA and FEMA indicated that the damages to the protection structures were eligible for FEMA funding.

PCCA staff has negotiated a scope of work and cost for Service Order No. 3 with Mott McDonald to perform preliminary and final design, to prepare bid documents, and to provide limited services during the bidding and construction phases of the damage repair project.

Utilizing existing information and new survey data, the preliminary design phase will include the preparation of a technical memorandum that will provide recommendations for several potential repair options with preliminary cost estimates. The PCCA will select a repair approach that will then be used to complete preliminary design, followed by detailed final design and the preparation of bid documents, with subsequent bid support. The plans, specifications, and contract documents are anticipated to be complete by

March 31, 2019. Construction phases services will be performed upon authorization by PCCA.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: The project conforms to the PCCA's Strategic Plan (Strategic Goal #2 – Provide Facilities and Services to Meet Customer Needs).

EMERGENCY: Although this is not an emergency action, the repairs to the berm and levee are needed to maintain the integrity of the protection provided to the La Quinta Terminal Aquatic Habitat. In addition, Hurricane Harvey related projects have a construction deadline through FEMA, which is 18 months after the event.

FINANCIAL IMPACT: The PCCA's cost to design and construct the repairs will be recovered through allowable FEMA reimbursement.

STAFF RECOMMENDATION: Staff recommends approval of the attached Service Order No. 3 with a ceiling price of $109,814.50 with Mott McDonald under Master Services Agreement No. 18-03, to provide engineering services for preliminary and final design, contract documents, bidding and construction phase services for the Hurricane Harvey Damage Repairs to La Quinta Terminal Aquatic Habitat Protection Structures. With the approval of this Service Order No. 3 and Service Order No. 2 also recommended for approval by the Commission this month, the amount of awarded Service Orders under Master Services Agreement No. 18-04 will total to $374,526.50.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Dan Koesema
	Paul Carangelo
Legal	Staff used PCCA's standard Service Order template
Senior Staff	John LaRue
	Sean Strawbridge
	Dennis DeVries

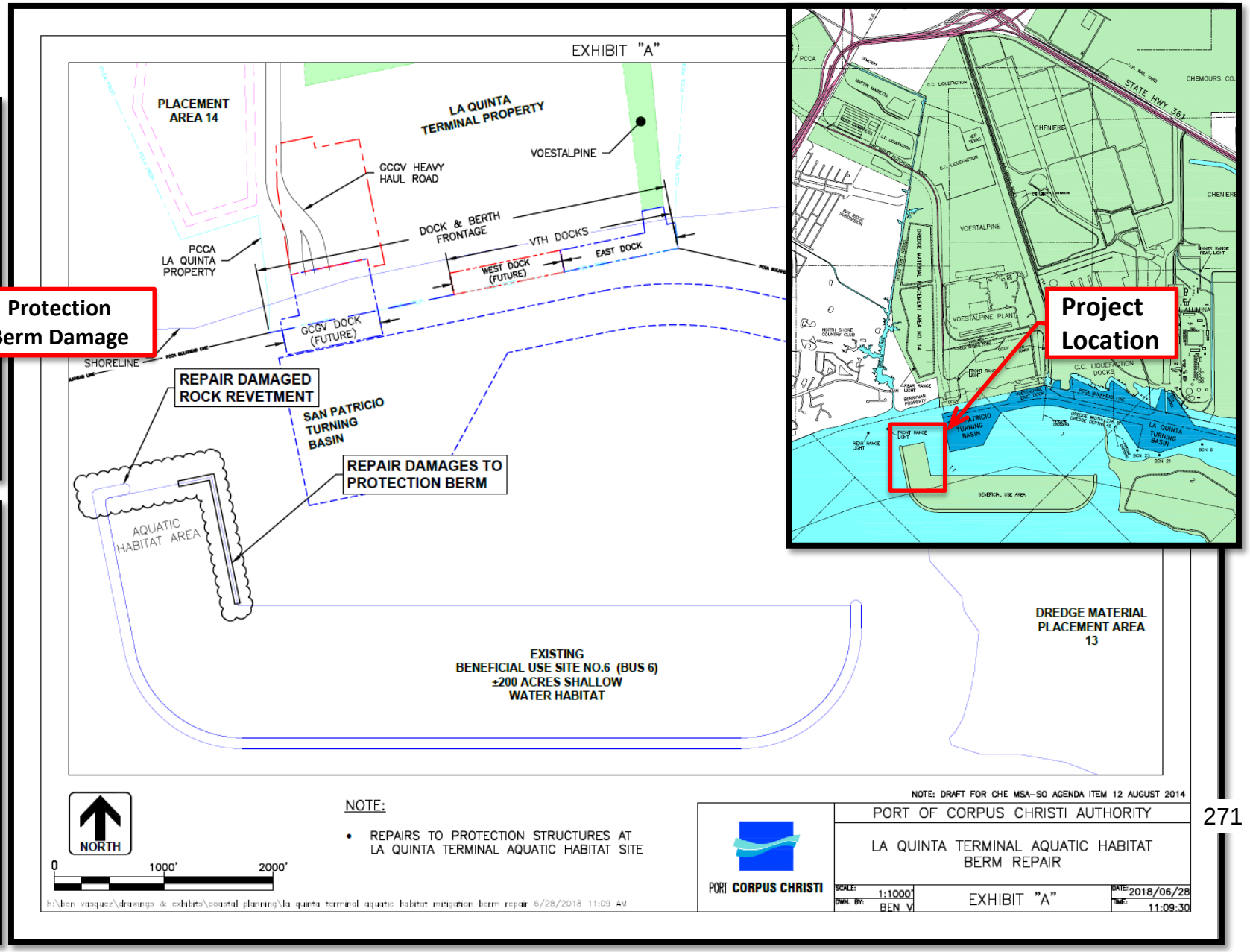
LIST OF SUPPORTING DOCUMENTS:

Map Exhibit
Service Order No. 3

La Quinta Terminal Aquatic Habitat Berm Repair







SERVICE ORDER
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 18-03

PROJECT NAME: La Quinta Aquatic Habitat Protection Structures Repair
PROJECT NO. 161699F
SERVICE ORDER NO. 3
COMMENCEMENT DATE: July 17, 2018

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and Mott MacDonald ("**Engineer**"). PCCA and Engineer agree that all of the Services authorized by this Service Order shall be subject to the terms and conditions of PCCA's Master Services Agreement No. 18-03 between PCCA and Engineer, as amended ("**Agreement**"). Upon execution of this Service Order, the Agreement shall be incorporated into and be considered part of this Service Order as if set forth herein in its entirety. Any capitalized terms in this Service Order that are not defined herein shall have the meanings given to them in the Agreement. If there is any inconsistency between the terms of this Service Order and the terms of the Agreement, the terms of this Service Order will control.

Engineer will provide the Services described in the Services of Engineer below in connection with the Specific Project described below.

1. Description of Specific Project:

The Port of Corpus Christi Authority (PCCA) has requested that Mott MacDonald provide engineering services for the data collection, preliminary and final design, bidding phase service support, and engineering services during construction for the repair of the La Quinta Aquatic Habitat Mitigation Project Protection Berm and repair of the BUS 6 Levee.

2. Services of Engineer (Scope of Services)

A. The specific services to be provided or furnished by Engineer under this Service Order are set forth in "Part 1—Services" of **Exhibit A**, "*Engineer's Services for Service Order*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then **Exhibit D** of the Agreement is expressly incorporated in this Service Order by reference.

The RPR shall provide part time representation as follows: **8 hours per day, 3 days a week for 8 weeks.**

C. Designing to a Construction Cost Limit: Not Applicable

D. Other Services: Not Applicable

3. PCCA's Responsibilities

PCCA shall have those responsibilities set forth in Section 5.01 of the Agreement.

4. Service Order Schedule

In addition to any schedule provisions provided in **Exhibit A** or elsewhere, the parties shall meet the following schedule:

Party	Action	Schedule
Study, Report and Preliminary Design Phase (Task 1.01)		
Engineer	Furnish 1 electronic review copies of the Study, Report and Preliminary Design Phase (30%) documents, opinion of probable Construction Cost, and other Preliminary Design Phase (30%) deliverables to PCCA.	Within 8 weeks of the Commencement Date of the Service Order.
PCCA	Submit comments regarding Study, Report and Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within 1 week of the receipt of Report and Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish 1 electronic copies of the revised Report and Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to PCCA.	Within 2 weeks of the receipt of PCCA's comments regarding the Report and Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Final Design Phase (Task 1.02)		
Engineer	Furnish 1 electronic copies of the 60% Design documents, updated opinion of probable Construction Cost, and other 60% Design deliverables to PCCA.	Within 4 weeks of PCCA's authorization to proceed with 60% Design Phase Services.
PCCA	Submit comments regarding 60% Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within 1 week of the receipt of 60% Design documents, updated opinion of probable Construction Cost, and other 60% Design deliverables from Engineer.
Engineer	Furnish 1 electronic copies of the 90% Design documents, updated opinion of probable Construction Cost, and other 90% Design deliverables to PCCA.	Within 3 weeks of the receipt of PCCA's comments regarding the 60% Design documents, updated opinion of probable Construction Cost, and other 60% Design deliverables.
PCCA	Submit comments regarding 90% Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within 1 week of the receipt of 90% Design documents, updated opinion of probable Construction Cost, and other 90% Design deliverables from Engineer.

Engineer	Furnish 1 electronic copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design deliverables, to PCCA.	Within 2 weeks of the receipt of PCCA's comments regarding the 90% Design documents, updated opinion of probable Construction Cost, and other 90% Design deliverables.
PCCA	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within 1 week of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish 1 electronic copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to PCCA.	Within 1 weeks of the receipt of PCCA's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables
Bidding (A1.03) and Construction Phase (A1.04) Support Services		
• Bidding support (A1.03) and/or the construction phase support services (A1.04) shall not begin without prior written authorization by the PCCA. • A1.03 services will commence after Bid Documents have been posted and will terminate upon project award to Contractor. • A1.04 services will proceed with the construction phase which is anticipated to last no longer than 8 weeks.		

Should PCCA not return comments and/or instructions in the time listed in the schedule, the Engineer's schedule for subsequent items will be extended by the same number of days by which PCCA comments or instructions exceed the scheduled review with no further recourse by the Engineer against PCCA.

5. Method of Compensation

A. PCCA shall pay Engineer for services rendered under this Service Order using Standard Hourly Rates with a Ceiling Price. Reimbursable Expenses are included in the Ceiling price.

B. If this is a Lump Sum Service Order, PCCA shall pay Engineer the following lump sum amount for the services described in this Service Order: Not Applicable. **In**

addition, PCCA shall reimburse Engineer for the following Named Reimbursable Expenses (if any): Not Applicable.

C. If this is an Hourly Rates Service Order, the Ceiling Price for this Service Order is $109,814.50.

D. If this is an Hourly Rates Service Order, the estimated amount of compensation payable for each category of services rendered under this Service Order is as follows:

Description of Service	Amount
Report and Preliminary Design Phase (*1.01 of Ex. A*)	$ 26,914.50
Final Design Phase (*1.02 of Ex. A*)	$ 47,036.00
Bidding or Negotiating Phase (*1.03 of Ex. A*)	$ 5,646.00
Construction Phase (*1.04 of Ex. A*)	$ 30,218.00
CEILING PRICE	$109,814.50

E. The terms of payment are set forth in Article 4 of the Agreement.

6. Consultants retained or that will be retained as of the Commencement Date of the Service Order:

TBD

7. Other Modifications to the Agreement or the Exhibits to the Agreement:

Not applicable

8. Exhibits or Attachments to this Service Order:

- Exhibit D to Agreement, "Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative"

9. Documents (other than the Agreement) Incorporated by Reference:

Not applicable

10. Terms and Conditions

Execution of this Service Order by PCCA and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Service Order signed by PCCA.

[Signature page follows this page]

IN WITNESS WHEREOF, each Party has executed this Service Order effective for all purposes as of the Commencement Date.

PCCA:	**Engineer:**
Port of Corpus Christi Authority of Nueces County, Texas	**Mott MacDonald, LLC**
By: _____	By: Kendall L. Kilpatrick
Name: Sean C. Strawbridge	Name: Kendall L. Kilpatrick
Title: Chief Executive Officer	Title: Senior Vice President
Date Signed: _____	Date Signed: 7-9-18
Address for giving notice: 222 Power Street Corpus Christi, Texas 78401 Attention: Director of Engineering Services	**Address for giving notice:** 711 North Carancahua, Suite 1610 Corpus Christi, Texas 78401
PCCA's Designated Representative:	**Engineer's Designated Representative:**
David L. Krams, P.E.	Aaron Horine
Title: Director of Engineering Services	Title: Principal Coastal Engineer
Phone Number: (361) 885-6134	Phone Number: 361-661-3061
Facsimile Number: (361) 881-5161	Facsimile Number: _____
E-Mail: krams@pocca.com	E-Mail: aaron.horine@mottmac.com

EXHIBIT A
ENGINEER'S SERVICES FOR SERVICE ORDER

PART 1—SERVICES

The services described below relate the data collection, preliminary design, final design, preparation of bid documents, bidding phase services, and construction oversight services for the repair, restoration, and enhancement of the emergent berm and offshore levee structures protecting the La Quinta Aquatic Habitat Mitigation Project area within BUS-6. The purpose of this work is for the analysis, and design of alternatives for the repair and of the Hurricane Harvey damage and enhancement to the La Quinta Aquatic Habitat Mitigation Protection Berm, and the design of the repair of damage from Hurricane Harvey and enhancement to the northwest terminal end of the offshore emergent BUS 6 levee.

A1.01 *Study, Report and Preliminary Design Phase Services*

A. As part of the Study, Report and Preliminary Design Phase Services, Engineer shall:

1. Identify potential solutions based on any considered during Phase II construction and those provided in the previous Hurricane Harvey Shoreline Assessment conducted for the PCCA and other observations and then, in consultation with PCCA, proceed with the study and evaluation of the potential solutions.

2. Conduct a site visit if necessary or applicable to meet the objectives of this phase.

3. Update previously performed Coastal Engineering analysis as needed to aid in the analysis of alternatives and preliminary and final design.

4. Recommend, after consultation with PCCA, the solutions which in Engineer's judgment meet PCCA's requirements for the Specific Project.

5. Prepare a Report ("***Technical Memorandum***") which will, as appropriate, review available survey, geotechnical, environmental, and other readily available site data, recommend additional investigations, studies, tests, professional services that may be required to support final design of the alternatives, contain results of the coastal engineering analysis, present schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solutions.

6. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; ranking of each alternative based on criteria identified by the engineer during the preliminary design; recommendation for the preferred alternative; and, on the basis of information furnished by PCCA, a tabulation of other items and services included within the definition of Total Project Costs.

7. Prepare Preliminary Design Phase (30%) documents consisting of preliminary design criteria, preliminary drawings, outline specifications, and written descriptions of the specific alternative. In preparing the Preliminary Design Phase (30%) documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by PCCA during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to PCCA's instructions.

8. Perform necessary field surveys and topographic mapping for Engineer's design purposes.

9. Visit the site as needed to prepare the Preliminary Design Phase documents.

10. Advise PCCA if additional reports, data, information, or services necessary to support final design and assist PCCA in obtaining such reports, data, information, or services. This service order includes scope for:

    (a) topographical and hydrographical surveys of the protection berm and offshore emergent levee.

11. Continue to assist PCCA with Specific Project Strategies, Technologies, and Techniques that PCCA has chosen to implement.

12. Prepare a revised opinion of probable Construction Cost, based on the information contained in the Report and Preliminary Design Phase documents, and assist PCCA in tabulating the various cost categories which comprise Total Project Costs.

13. Pursuant to the Service Order schedule, furnish the required number of review copies of the Report and Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to PCCA, and review them with PCCA. Within the time established in the Service Order schedule, PCCA shall submit to Engineer any comments regarding the furnished items.

14. Pursuant to the Service Order schedule, revise the Report and Preliminary Design Phase (30%) documents, opinion of probable Construction Cost, and any other Preliminary Design Phase (30%) deliverables in response to PCCA's comments, as appropriate, and furnish to PCCA the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and revised estimate of design and related professional services, and any other Preliminary Design Phase (30%) deliverables.

B. Engineer's services under the Study, Report, and Preliminary Design Phase will be considered complete on the date when Engineer has delivered to PCCA the revised Report and Preliminary Design Phase (30%) documents, revised opinion of probable Construction Cost and any other Report and Preliminary Design Phase deliverables. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to PCCA and the PCCA approves the revised

Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.01 Deliverables:

1. One (1) electronic copies of Technical Memorandum summarizing the results of the Coastal Engineering Analysis, Alternatives Analysis, and recommendation of preferred alternative in PDF format. Preliminary design level (30%) drawings of the preferred alternative(s) and Opinion of Probable Construction Cost will also be included in this deliverable.

A1.02 ***Final Design Phase***

A. Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Advise PCCA of any recommended adjustments to the opinion of probable Construction Cost as design progresses.

3. Assist PCCA in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

4. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from PCCA.

5. Prepare or assemble 60% Design documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids.

6. Prepare or assemble 90% Design and bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids.

7. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids.

8. Pursuant to the Service Order schedule, furnish for review by PCCA, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with PCCA. Within the time required by the Service Order schedule, PCCA shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions sealed by Registered Professional Engineer licensed to practice in the State of Texas.

9. Pursuant to the Service Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the PCCA, as appropriate, and submit the required number of final copies of such documents to PCCA after receipt of PCCA's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to PCCA and the PCCA has accepted the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

A1.02 Deliverables:

1. 60% Construction Plans, Specifications, Opinion of Probable Construction Costs, and Proposal Solicitation Package – one (1) electronic file in PDF format. Drawing files –Three (3) half size (ANSI "B" sheet size 11" x 17") and one digital file in AutoCAD (*.dwg) format on CD-ROM.

2. 90% Construction Plans, Specifications, Opinion of Probable Construction Costs, and Proposal Solicitation Package – one (1) electronic file in PDF format. Drawing files –Three (3) half size (ANSI "B" sheet size 11" x 17") and one digital file in AutoCAD (*.dwg) format on CD-ROM.

3. Final Construction Plans, Specifications, Opinion of Probable Construction Costs, and Proposal Solicitation Package for Bidding – one (1) electronic file in PDF format. Drawing files – Three (3) half size (ANSI "B" sheet size 11" x 17") and one digital file in AutoCAD (*.dwg) format on CD-ROM.

A1.03 ***Bidding or Negotiating Phase***

A. Engineer upon written authorization by PCCA shall:

1. Attend pre-bid conference and provide a presentation of the technical aspect of the project.

2. Prepare and issue Addenda as appropriate, and as requested by PCCA (no more than 2), to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by PCCA in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with PCCA as to the qualifications of prospective contractors.

5. Consult with PCCA as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01(A)(16) of this **Exhibit A**.

7. Attend the bid opening, and assist PCCA in evaluating bids or proposals, assembling final contracts for the Work for execution by PCCA and Contractor, and in issuing notices of award of such contracts.

8. If PCCA engages in negotiations with bidders or proposers, assist PCCA with respect to technical and engineering issues that arise during the negotiations.

9. Engineer shall prepare and submit issued for construction drawings and specifications incorporating addenda issued during the Bid phase. Issued for Construction Drawings shall be sealed by Registered Professional Engineer licensed to practice in the State of Texas.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if a Construction Cost limit is a part of this Service Order).

A1.03 Deliverables:

1. Bid tabulation and bid review documentation – one (1) electronic file in PDF format.

A1.04 ***Construction Phase***

A. Engineer upon written authorization by PCCA shall:

1. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in **Exhibit**

D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in **Exhibit D**.

2. *Selection of Independent Testing Laboratory:* Assist PCCA, as requested, in the selection of an independent testing laboratory to perform the testing services identified in the contract documents.

3. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

4. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with PCCA and Contractor jointly develop such protocols for transmittals between and among PCCA, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

6. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   (a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep PCCA informed of the progress of the Work.

   (b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for PCCA a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for

safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

7. *Defective Work:* Recommend rejection of Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to PCCA regarding whether Contractor should correct such Work or remove and replace such Work, or whether PCCA should consider accepting such Work as provided in the Construction Contract Documents.

8. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform PCCA of such incompatibility, and provide recommendations for addressing such Work.

9. *Clarifications and Interpretations:* Accept from Contractor and PCCA submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or an amendment or supplement to the Construction Contract Documents.

10. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to PCCA, as appropriate, and support preparation of Change Orders and Work Change Directives as required.

11. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for PCCA's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

12. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract

Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

13. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

14. *Inspections and Tests:*

    (a) Receive and review certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    (b) Pursuant to the terms of the Construction Contract, recommend additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

15. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to PCCA and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to PCCA regarding engineering or technical matters pertaining to Claims.

16. *Applications for Payment:* As requested by PCCA, review Contractor's applications for payment and provide PCCA with a recommendation to pay, partially pay, or request a revised pay application.

17. *Contractor's Completion Documents:* As required and directed by PCCA, review, and transmit to PCCA maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided from Contractor. Review, and transmit to PCCA the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment.

18. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with PCCA and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, PCCA's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist PCCA regarding any remaining engineering or technical matters affecting PCCA's use or occupancy of the Work following Substantial Completion.

19. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to PCCA and Contractor in the form attached hereto as **Exhibit E** (**"Notice of Acceptability of Work"**) that the Work is acceptable.

20. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to PCCA or Contractor.

21. Preparing Record Drawings, and furnishing such Record Drawings to PCCA.

22. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, PCCA, utility companies, and other reliable sources.

23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, PCCA, utility companies, and other sources; revise and supplement Record Drawings as needed.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract then Construction Phase services may be rendered at different times in respect to the separate contracts.

A1.04 Deliverables:

1. Review of technical submittals, with conclusions of review communicated to PCCA
2. Letter summary of construction site visit with photographs of construction.
3. Written comments for contractor submittals as required

4. RFI's, ESI's, and Change Orders as required.
5. Written recommendation to PCCA for Final Completion
6. Set of record drawings delivered electronically in PDF format

ENGINEER'S ASSUMPTIONS:

- Scope of work does not include post-project monitoring.
- Access (right of entry) for engineering and environmental studies will be coordinated and secured by the PCCA.
- A site visit is not necessary for preliminary design as the data obtained by Mott MacDonald during design and construction of La Quinta Phase I and Phase II and the previous Mott McDonald 2017 shoreline assessment shall be sufficient for this purpose.
- Coordination with the USACE will not be necessary for construction of the preferred alternatives for this project.
- Previous Modeling and Coastal Engineering Analysis for previous phases of this project will be reviewed and updated as necessary, thus reducing the total effort required for these individual projects. The reduced effort has been captured in this estimate.
- Previous Topo/Hydrographic survey and geotechnical data for the project sites will be reviewed and updated as necessary. Additional survey data will be necessary for the design of the preferred alternative and shall be collected by the engineer and is included in this service order.

EXHIBIT D
TO MASTER SERVICES AGREEMENT NO. 18-03

SCHEDULE OF DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

The following duties, responsibilities, and limitations of authority may be incorporated in the Service Order for a Specific Project:

Resident Project Representative

C. Engineer shall furnish a Resident Project Representative ("**RPR**") to assist Engineer in observing progress and quality of the Work. The RPR shall provide full-time or part-time representation as indicated in the Service Order. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

D. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for PCCA against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

E. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of PCCA and the Contractor. RPR shall generally communicate with PCCA only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer and PCCA concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. *Liaison*

    1) Serve as Engineer's and PCCA's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

    2) Assist Engineer in serving as PCCA's liaison with Contractor when Contractor's operations affect PCCA's on-Site operations.

    3) Assist in obtaining from PCCA additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer and PCCA regarding such RFIs. Report to Engineer and PCCA when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's and PCCA's clarifications, interpretations, and decisions to Contractor. ,

7. *Shop Drawings and Samples*

    1) Record date of receipt of Samples and Contractor-approved Shop Drawings.

    2) Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

    3) Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer and PCCA. Transmit Engineer's and PCCA's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work*

1) Report to Engineer and PCCA whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

2) Inform Engineer and PCCA of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer and PCCA for addressing such Work; and

3) Advise Engineer and PCCA of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups*

1) Consult with Engineer and PCCA in advance of scheduled inspections, tests, and systems start-ups.

2) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate PCCA's personnel, and that Contractor maintains adequate records thereof.

3) Observe, record, and report to Engineer and PCCA appropriate details relative to the test procedures and systems start-ups.

4) Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

5) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer and PCCA.

11. *Records*

1) Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract

Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

2) Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer and PCCA.

3) As requested by PCCA to Engineer, photograph or video work in progress or Site conditions.

4) Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

5) Maintain records for use in preparing Specific Project documentation.

6) Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer and PCCA.

12. *Reports*

1) Furnish to Engineer and PCCA periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

2) Draft and recommend to Engineer and PCCA proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

3) Furnish to Engineer and PCCA copies of all inspection, test, and system start-up reports.

4) Immediately inform Engineer and PCCA of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to PCCA, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Construction Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Construction Contract Documents, and have these documents delivered to Engineer for review and forwarding to PCCA prior to payment for that part of the Work.

15. *Completion*:

    1) Participate in Engineer's and PCCA's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.

    2) Participate in Engineer's and PCCA's visit to the Site in the company of, PCCA, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

    3) Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer and PCCA concerning acceptance and issuance of the Notice of Acceptability of the Work (**Exhibit E**).

F. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of PCCA or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer and/or PCCA.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: David L. Krams, P.E.
Director of Engineering Services
Krams@pocca.com
(361) 885-6134

Approve Service Order No. 3 in the Amount of $66,675 with CH2M HILL Engineers, Inc., under Master Services Agreement No. 18-08, for Design Phase Engineering Services Associated with Hurricane Harvey Damage Repairs at the Cline's Point Bulkhead.

SUMMARY: Staff recommends the approval of the attached Service Order No. 3, under Master Services Agreement 18-08, with CH2M HILL Engineers, Inc. (CH2M) in an amount not to exceed $66,675 to provide design phase engineering services associated with Hurricane Harvey damage repairs at the Cline's Point bulkhead.

BACKGROUND: Cline's Point, an approximately ½-acre tract of PCCA land strategically located on the Jetty Channel near the Inner Basin at Port Aransas, is protected by approximately 300 feet of concrete sheetpile bulkhead. See attached map exhibit. Due to the impacts from Hurricane Harvey, the bulkhead experienced widespread damage including the loss of backfill, scour, exposure of structural steel components, and an isolated bulkhead failure impacting approximately 44 linear feet of the bulkhead.

Repairs are needed to stabilize and protect this tract of land. Staff negotiated the attached Service Order No. 3 with CH2M to provide engineering design services and contract document preparation for repairs and stabilization to the Cline's Point bulkhead damaged by Hurricane Harvey. The scope of work generally includes performing topographic and hydrographic survey, exploratory excavation on the landside behind the sheetpile wall, a geotechnical investigation, and the engineering, design, and preparation of contract documents for repairs to Cline's Point Bulkhead.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: The project conforms to the PCCA's Strategic Plan (Strategic Goal #2 – Provide Facilities and Services to Meet Customer Needs, Strategic Objective #2B – Provide Public Docks and Support Private Facilities to Facilitate Maritime and Industrial Development, Action #2 – Upgrade and Maintain Existing Docks and Facilities).

EMERGENCY: No. However, Hurricane Harvey related projects have a construction deadline through FEMA, which is 18 months after the event.

FINANCIAL IMPACT: Cline's Point has been identified as a Hurricane Harvey related project by FEMA and has a high probability for reimbursement up to 90%.

STAFF RECOMMENDATION: Staff recommends approval of the attached Service Order No. 3 to CH2M Hill Engineers, Inc., under Master Services Agreement No. 18-08, in an amount not to exceed $66,675 to provide engineering services associated with Hurricane Harvey damage repairs at the Cline's Point bulkhead. With the approval of this Service Order No. 3, the amount of awarded Service Orders under Master Services Agreement No. 18-08 will total $442,557.

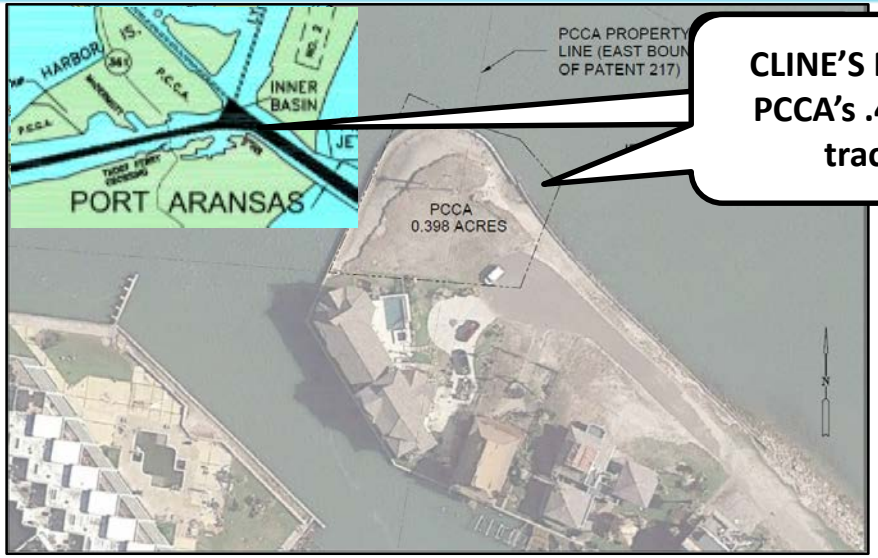
DEPARTMENTAL CLEARANCES:

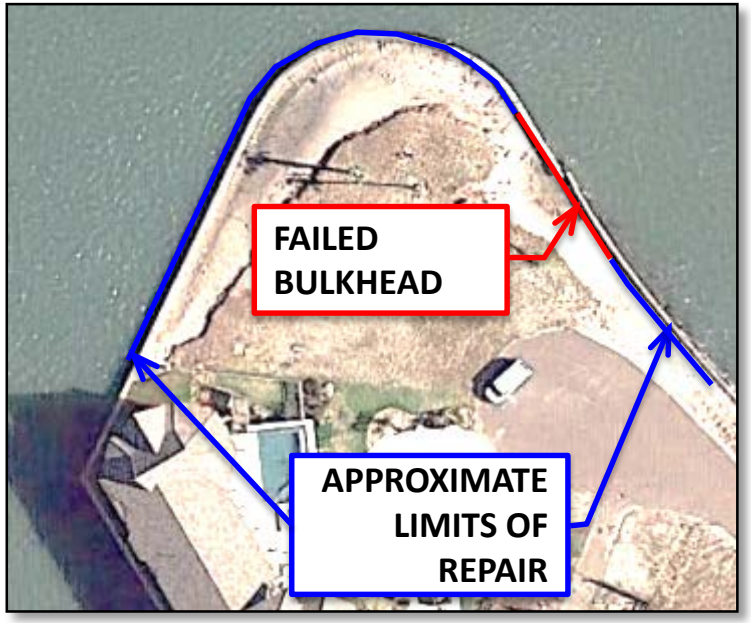
Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Carlos Martinez
Legal	Used PCCA's Standard Service Order Template
Senior Staff	John LaRue
	Sean Strawbridge
	Dennis DeVries

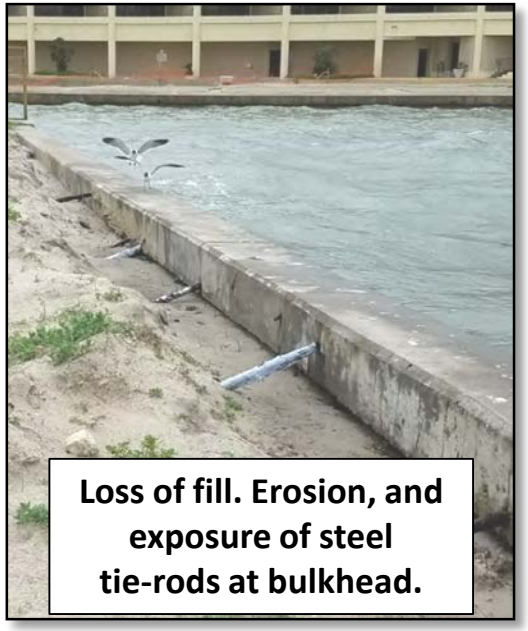
LIST OF SUPPORTING DOCUMENTS:

Service Order No. 3
Map Exhibit

Cline's Point Bulkhead Repairs






Loss of fill. Erosion, and exposure of steel tie-rods at bulkhead.


Bulkhead Failure

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SERVICE ORDER
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 18-08

PROJECT NAME: Hurricane Harvey Damage Repairs to Cline's Point Bulkhead
PROJECT NO. 161699G
SERVICE ORDER NO. 3
COMMENCEMENT DATE: July 17, 2018

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and CH2M Hill Engineers, Inc. ("**Engineer**"). PCCA and Engineer agree that all of the Services authorized by this Service Order shall be subject to the terms and conditions of PCCA's Master Services Agreement No. 18-08 between PCCA and Engineer, as amended ("**Agreement**"). Upon execution of this Service Order, the Agreement shall be incorporated into and be considered part of this Service Order as if set forth herein in its entirety. Any capitalized terms in this Service Order that are not defined herein shall have the meanings given to them in the Agreement. If there is any inconsistency between the terms of this Service Order and the terms of the Agreement, the terms of this Service Order will control.

Engineer will provide the Services described in the Services of Engineer below in connection with the Specific Project described below.

1. Description of Specific Project:

Cline's Point consists of 312 linear feet of PCCA-owned concrete sheetpile bulkhead located at the west tip of Cline Point in Port Aransas, Texas owned by the PCCA. Approximately 44 linear feet of the bulkhead has deflected from its original alignment and failed due to the damaging effects of Hurricane Harvey. Fill material has eroded through the sheetpile joints and has exposed existing steel tieback rods, causing at six of the rods to fail. Repairs include replacement of failed bulkhead, anchor rods, anchors, and the addition of rip rap at the base of the wall for stabilization and to reduce scouring.

2. Services of Engineer (Scope of Services)

A. The specific services to be provided or furnished by Engineer under this Service Order are set forth in "Part 1—Services" of **Exhibit A**, "*Engineer's Services for Service Order*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

3. Resident Project Representative (RPR) Services: Not Applicable

4. Designing to a Construction Cost Limit: Not Applicable

5. Other Services: Not Applicable

6. PCCA's Responsibilities

PCCA shall have those responsibilities set forth in Section 5.01 of the Agreement.

7. Service Order Schedule

In addition to any schedule provisions provided in **Exhibit A** or elsewhere, the parties shall meet the following schedule:

Submittal Activity	***Anticipated Schedule***
Geotechnical Investigation Reports, Topographic Survey	30 days after NTP
Preliminary Design (30%) Documents	30 days after NTP
PCCA Provide Preliminary Comments to Engineer	10 days after Engineer submittal
Preliminary Design (60%) Documents	15 days after PCCA comments
PCCA Provide Preliminary Comments to Engineer	10 days after Engineer submittal
Final Design Documents	15 days after PCCA comments

Should PCCA not return comments and/or instructions in the time listed in the schedule, the Engineer's schedule for subsequent items will be extended by the same number of days by which PCCA comments or instructions exceed the scheduled review with no further recourse by the Engineer against PCCA.

8. Method of Compensation

A. PCCA shall pay Engineer for services rendered under this Service Order using the Standard Hourly Rates with a Ceiling Price. Reimbursable Expenses are included in the Ceiling price.

B. If this is a Lump Sum Service Order, PCCA shall pay Engineer the following lump sum amount for the services described in this Service Order: Not Applicable**. In addition, PCCA shall reimburse Engineer for the following Named Reimbursable Expenses (if any):** Not Applicable**.**

C. If this is an Hourly Rates Service Order, the Ceiling Price for this Service Order is $67,185**.**

D. If this is an Hourly Rates Service Order, the estimated amount of compensation payable for each category of services rendered under this Service Order is as follows:

Description of Service	Amount
Final Design Phase, Bidding and Negotiating Phase *A1.02 thru A1.04 of Exhibit A*	**$67,185**
CEILING PRICE	**$67,185**

E. The terms of payment are set forth in Article 4 of the Agreement.

9. Consultants retained or that will be retained as of the Commencement Date of the Service Order: N/A

10. Other Modifications to the Agreement or the Exhibits to the Agreement: N/A

11. Exhibits or Attachments to this Service Order: N/A

12. Documents (other than the Agreement) Incorporated by Reference: N/A

13. Terms and Conditions

Execution of this Service Order by PCCA and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Service Order signed by PCCA.

[Signature page follows this page]

IN WITNESS WHEREOF, each Party has executed this Service Order effective for all purposes as of the Commencement Date.

PCCA:

Port of Corpus Christi Authority of Nueces County, Texas

By: _____

Name: Sean C. Strawbridge

Title: Chief Executive Officer

Date Signed: _____

Address for giving notice:
222 Power Street
Corpus Christi, Texas 78401
Attention: Director of Engineering Services

PCCA's Designated Representative:

David L. Krams, P.E.

Title: Director of Engineering Services

Phone Number: 361-885-6134

Facsimile Number: 361-881-5161

E-Mail Address: krams@pocca.com

Engineer:

CH2M Hill Engineers, Inc.

By: _____

Name: Glen McCabe, P.E.

Title: Vice President

Date Signed: July 9, 2018

Address for giving notice:
555 N. Carancahua, Tower II
Suite 320
Corpus Christi, TX 78401

Engineer's Designated Representative:

Sidney A. Faas, P.E.

Title: Vice President

Phone Number: 361-792-2011

Facsimile Number: 361-888-8600

E-Mail Address: Sidney.Faas@jacobs.com

EXHIBIT A
ENGINEER'S SERVICES FOR SERVICE ORDER

PART 1—SERVICES

A1.01 ***Study and Report Phase Services. Not Applicable.***

A1.02 ***Preliminary Design Phase. Not Applicable.***

A1.03 ***Final Design Phase***

A. Engineer shall:

1. Coordinate a kick-off meeting with PCCA staff, to discuss information requirements, access for site visits, general scope of work, and process for developing the cost estimate. As needed progress meetings will be via teleconference.

2. Perform exploratory exploration to determine existing anchoring system – wall or deadman, and condition of rods.

3. Perform an above water site investigation and identify deficient bulkhead areas and measure anchor rod diameters.

4. Perform a topographic and hydrographic survey (through a subconsultant) of the site. Obtain cross sections every 50'. The outward limits of the hydrographic survey will be 50 feet from the bulkhead.

    a. Vertical control will be based on Mean Low Low Water (MLLW) datum.

    b. Horizontal datum will be based on the North American Datum of 1983 (NAD-83) State Plane Coordinate System, Texas South Zone 4205 (U.S. Survey Feet).

5. Perform a geotechnical investigation (through a subconsultant) including one boring to 40' deep. Perform laboratory tests including classification tests and soil strength tests and provide bulkhead analyses coefficients.

6. Perform structural analyses of the existing bulkhead considering existing water depths and future water depths, storm loads and soil loads.

7. Determine repair or replacement options.

8. Prepare construction documents including:

c. Site Layout.
d. Details/Notes.
e. General Notes.
f. Site Plan and Survey Control.
g. Repair Structure Plan and Sections.
h. New Structure Plan and Sections to include wall stabilization against scour.
i. Front End Documents.
j. Technical Specifications.

9. Perform QA/QC review of deliverables.

10. Prepare an Engineer's Opinion of Probable Costs for the repair or replacement costs.

11. Prepare Schedule of Deliverables.

12. Provide periodic submittals to the PCCA for review.

13. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to PCCA the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

A1.04 ***Bidding or Negotiating Phase***

A. Engineer shall:

1. Attend pre-bid conference and provide a presentation of the technical aspect of the project.

2. Prepare and issue Addenda as appropriate, and as requested by PCCA, to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by PCCA in the course of any review of proposals or negotiations with prospective contractors.

A1.05 ***Construction Phase. Not Applicable.***

A1.06 ***Post-Construction Phase. Not Applicable.***

A1.07 ***Commissioning Phase. Not Applicable.***

PART 2—OTHER SERVICES. Not Applicable.

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: David L. Krams, P.E.
Director of Engineering Services
Krams@pocca.com
(361) 885-6134

(1) Approve a Master Services Agreement and Service Order No. 1 in the Amount of $123,177 with Maldonado-Burkett, LLP for Engineering Services Associated with the Joe Fulton International Trade Corridor Shoulder-widening Queuing Lane and (2) Approve Service Order No. 2 in the Amount of $143,049 for Engineering Services Associated with Joe Fulton International Trade Corridor Intersection Improvements, to Support TXDOT Rider 45 Grants Awarded to PCCA.

SUMMARY: Staff recommends the approval of the attached Master Services Agreement with Maldonado-Burkett, LLP and approval of Service Order No. 1 with a ceiling price of $123,177 to provide engineering services associated with the Joe Fulton International Trade Corridor Shoulder-widening Queuing Lane. Staff further recommends the approval of the attached Service Order No. 2 with Maldonado-Burkett with a ceiling price of $143,049 to provide engineering services associated with Joe Fulton International Trade Corridor Intersection Improvements.

BACKGROUND: In February 2017, the PCCA issued a Request for Statement of Interest and Qualifications (RFQ) for Major and Minor Engineering/Architectural Projects included in the 2017 Capital Budget. The RFQ included a preliminary study of the Truck Queuing Lane along the Joe Fulton International Trade Corridor (JFITC). The PCCA selected the respondent, Maldonado-Burkett, based on their expertise in transportation engineering. Maldonado-Burkett then aided the PCCA in the preparation of the Texas Department of Transportation (TxDOT) Rider 45 Grant Application for both the Truck Queuing Lane and Intersection Improvements projects, which was submitted in October 2017.

With notice of approved funding from TxDOT for the Rider 45 grant for construction of both the Truck Queuing Lane Project and Intersection Improvement Project, engineering services should be initiated to meet the design and construction phase schedules required for the grants. Staff negotiated a scope of work and cost for Service Order No. 1 with Maldonado-Burkett to perform the next phase of design services including providing survey, final engineering, design and specifications, opinion of probable construction costs, and contract document preparation for the JFITC Shoulder-widening Queuing Lane.

The proposed shoulder-widening queuing improvements include adding a new 12-foot queuing lane and utilizing 8 feet of the existing 10-foot eastbound shoulder for a buffer to separate traffic from queued line of trucks over 1.5 miles of roadway, stretching from the vicinity of the entrance to the Bulk Terminal to the ADM Facility, and three evenly spaced concrete pads to accommodate trash receptacles and potentially seasonal portable toilets. See attached map exhibit #1.

Staff also negotiated a scope of work and cost for Service Order No. 2 with Maldonado-Burkett to perform design and engineering phase services for the JFITC Intersection Improvements project, including a traffic study, survey, final engineering, contract document preparation, and opinion of probable construction costs This project will alleviate congestion and safety concerns and improve freight movement at the Port of Corpus Christi by aiming to improve the traffic flow at four critical intersections along the JFITC: the Bulk Terminal Entrance, Navigation Boulevard at the North Bank Yard, the Ave F Intersection and Security Gate and the Vulcan Entrance. See attached map exhibit #2.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: These projects conform to the Strategic Goal – Fund Our Vision, Action No. 1b-5 to seek alternative funding to finance Capital needs.

EMERGENCY: N/A

FINANCIAL IMPACT: Funds for both projects were not included in the 2018 Engineering budget, since the grants had yet to be awarded. However, the Shoulder-widening Queuing Lane project and Intersection Improvements projects were both awarded this year through the Rider 45 grant program. Construction cost-share for both grants are 80% State / 20% PCCA. Design fees are not cost shared.

The preliminary construction cost estimate for Shoulder-widening Queuing Lane project is $2,413,884, with the Intersections Improvements project estimated to cost $2,058,884 to construct.

STAFF RECOMMENDATION: Staff recommends approval of the attached Master Services Agreement and Service Order No. 1 in the Amount of $123,177 with Maldonado-Burkett, LLP for engineering services associated with the JFITC Shoulder-widening Queuing Lane. Staff further recommends the approval of Service Order No. 2 in the Amount of $143,049 for engineering services associated with the JFITC Intersection Improvements.

DEPARTMENTAL CLEARANCES:

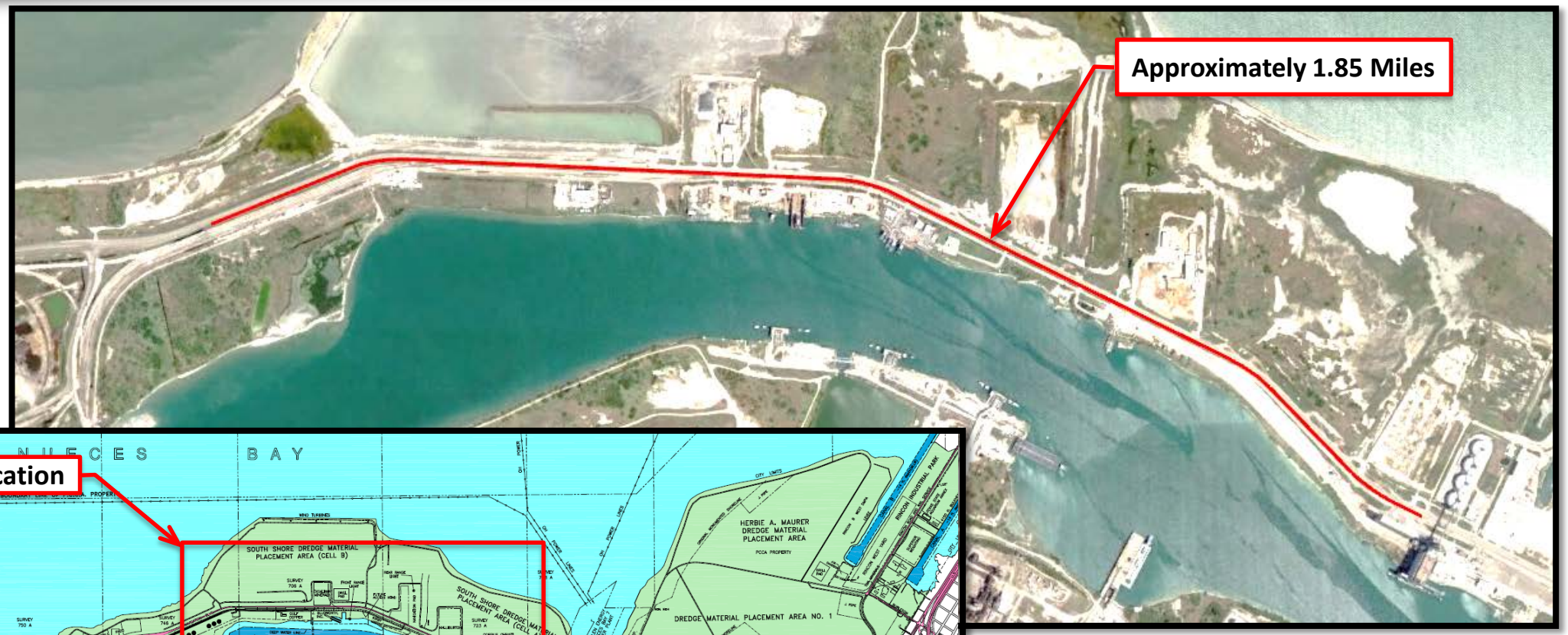
Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Carlos Martinez
Legal	PCCA's standard Master Services Agreement and Service Order
Senior Staff	John LaRue
	Sean Strawbridge
	Dennis DeVries

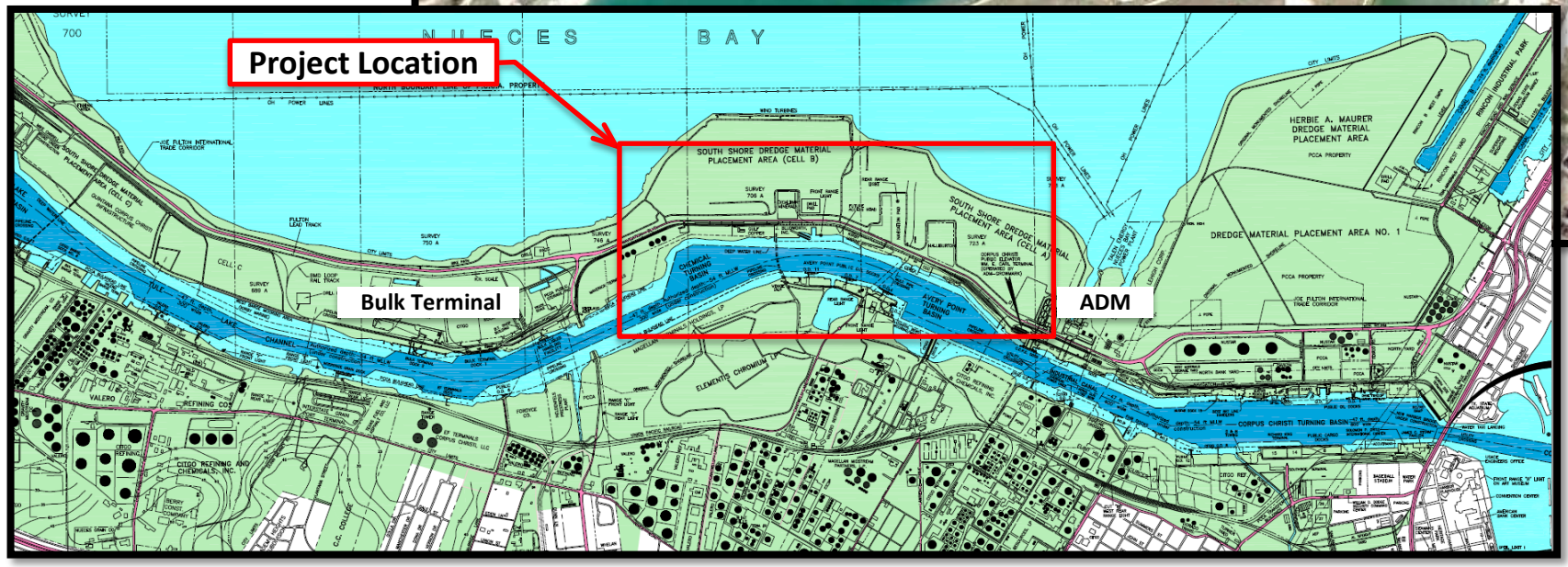
LIST OF SUPPORTING DOCUMENTS:

Map Exhibit #1
Map Exhibit #2
Master Services Agreement
Service Order No. 1
Service Order No. 2

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Moving America's Energy

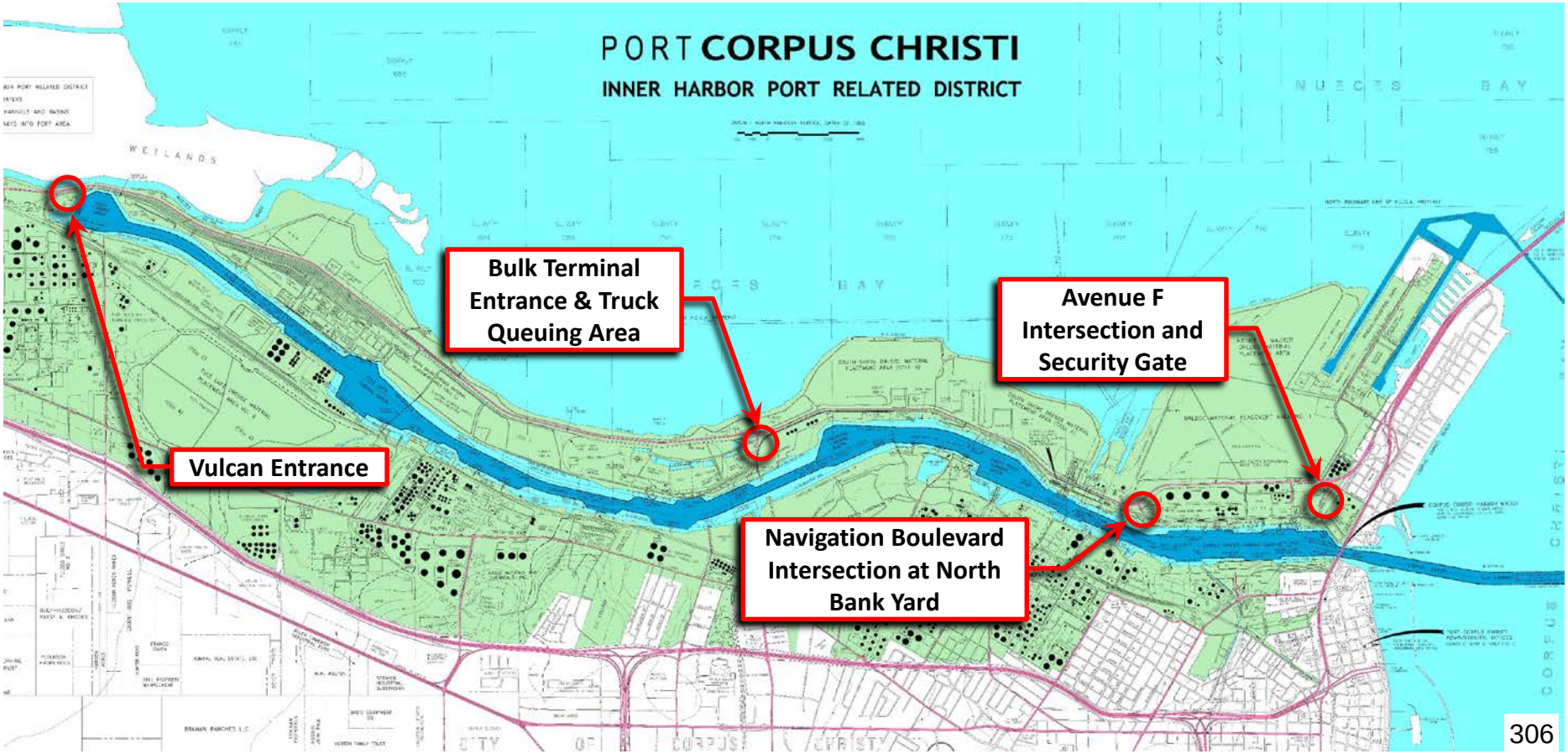
Joe Fulton International Trade Corridor Truck Queuing Lane Project





PORT CORPUS CHRISTI®
Moving America's Energy

Joe Fulton International Trade Corridor Intersection Improvements



MASTER SERVICES AGREEMENT
BETWEEN THE
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS,
AND
MALDONADO BURKETT
INTELLIGENT TRANSPORTATION SYSTEMS, LLP
FOR
PROFESSIONAL ENGINEERING SERVICES
ON A
SERVICE ORDER BASIS

PORTCORPUSCHRISTI

MASTER SERVICES AGREEMENT NO. 18-07

EFFECTIVE DATE JULY 17, 2018

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PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 18-07
FOR PROFESSIONAL ENGINEERING SERVICES

THIS MASTER SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ("**Agreement**") is made effective as of the 17th day of July, 2018 ("**Effective Date**") between the Port of Corpus Christi Authority of Nueces County, Texas, ("**PCCA**") and Maldonado-Burkett Intelligent Transportation Systems, LLP ("**Engineer**"), each a "**Party**" and collectively the "**Parties**".

RECITALS

(a) From time to time PCCA may request that the Engineer provide professional services for Specific Projects. Each engagement will be documented by a Service Order.

(b) This Agreement sets forth the general terms and conditions which shall apply to all Service Orders duly executed under this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

Section 1.01 Certain Definitions

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below shall have the meanings set forth in this Section, which are applicable to both the singular and plural thereof:

1. *Addenda*. Written or graphic instruments issued prior to the opening of Bids that clarify, correct, or change the Bid Documents or the proposed Construction Contract Documents.

2. *Agreement.* This "Master Services Agreement between PCCA and Engineer for Professional Engineering Services," including all Attachments and Exhibits attached hereto.

3. *Bid*. The offer or proposal of the bidder submitted on the PCCA-prescribed form setting forth the prices and schedule for the Work to be performed.

4. *Bid Documents*. The notice or invitation to submit bids or proposals for construction of a Specific Project, including the instructions to bidders, the Bid form and attachments, the bid bond, if any, the Construction Contract Documents, and all Addenda, if any.

5. *Business Day*. means any day other than Saturday or Sunday or any other day on which banks in Texas are permitted or required to be closed.

6. *Change Order*. A document which is signed by a Contractor and PCCA and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal.* A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Ceiling Price*. The maximum amount PCCA will pay for the Work or phases of Work described in a Service Order.

9. *Commencement Date of a Service Order*. The date indicated in a Service Order on which the Service Order becomes effective; but if no such date is indicated, it means the date on which this Service Order is signed and delivered by the last of the two Parties to sign and deliver.

10. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

11. *Construction Contract*. The entire and integrated written contract between PCCA and Contractor concerning the Work.

12. *Construction Contract Documents*. The documents described in the Construction Contract as the "Contract Documents."

13. *Construction Contract Price*—The money that PCCA has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

14. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.

15. *Construction Cost*. The cost to PCCA of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Service Order, including construction labor, services, materials, testing, equipment, insurance, and bonding costs, and allowances for contingencies. The Construction Cost does not include costs of Services of Engineer or other design professionals and Consultants; costs of land, rights-of-way, or compensation for damages to properties; or PCCA's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with a Specific Project; or the cost of services to be provided to PCCA by others. Construction Cost is one of the items comprising Total Project Costs.

16. *Constructor*. Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, PCCA's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.

17. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

18. *Contractor*. The individual or entity with which PCCA enters into a Construction Contract.

19. *Correction Period*. The time after Substantial Completion during which Contractor must correct, at no cost to PCCA, any Defective Work; normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Construction Contract Documents.

20. *Day*. For purposes of this Agreement and associated Service Orders, the term "day" means a calendar day of 24 hours.

21. *Defective Work*. Any part of the Work the Engineer or the RPR believes is defective under the terms and standards set forth in the Construction Contract Documents.

22. *Documents*. Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, generated, provided or furnished in appropriate phases by Engineer to PCCA pursuant to this Agreement and any attached Service Orders.

23. *Drawings*. That part of the Construction Contract Documents prepared or approved by Engineer that graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop drawings are not Drawings as so defined.

24. *Effective Date*. The date indicated in this Agreement on which it becomes effective; but if no such date is indicated, it means the date on which this Agreement is signed and delivered by the last of the two Parties to sign and deliver it.

25. *Engineer*. The individual or entity named as such in this Agreement.

26. *Engineer's Contract Representative*. The Engineer's Contract Representative is the person appointed to represent the Engineer's interests in this Agreement as more particularly described in Section 8.01(B).

27. *Field Order*. A written order issued by Engineer which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

28. *Final Acceptance*. That point in a Specific Project wherein PCCA considers the Project complete and PCCA issues a Certificate of Final Acceptance.

29. *General Conditions*. That part of the Construction Contract Documents that sets forth the terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to a Specific Project.

30. *Hourly Rates Service Order*. A Service Order under which PCCA agrees to pay Engineer based on the amount of time spent by the Engineer's employees in performing the Work described in the Service Order and for the Reimbursable Expenses incurred by Engineer in performing the services, but limited to the Ceiling Price specified in the Service Order.

31. *Laws and Regulations; Laws or Regulations*. Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

32. *Lump Sum Service Order*. A Service Order under which PCCA agrees to pay Engineer a specified agreed amount for the services described in the Service Order regardless of the number hours it takes to complete the work.

33. *Named Reimbursable Expenses*. Only the Reimbursable Expenses expressly listed, if any, in a Lump Sum Service Order.

34. *PCCA's Contract Representative*. PCCA's Contract Representative is the person appointed to represent PCCA's interests in this Agreement as more particularly described in Section 8.01(A).

35. *PCCA Parties.* PCCA and its agents, servants, representatives, employees, officers, directors, and Port Commissioners.

36. *Proposal*. Document representing technical qualifications, approach to specific work, and costs associated with construction of a Specific Project or project specific services.

37. *Record Drawings*. Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction and to depict the final state of work.

38. *Reimbursable Expenses*. The expenses incurred directly by Engineer in connection with performing or furnishing Services for a Specific Project for which PCCA will pay Engineer as indicated in the Service Order and **Exhibit C**.

39. *Resident Project Representative.* The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "**RPR**" includes any assistants or field staff of the RPR.

40. *Samples*. Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

41. *Scope of Services.* The scope of the professional engineering services to be provided by Engineer for any Specific Project as outlined in the Service Order for that Project.

42. *Services*. The professional engineering services to be provided by Engineer under any Service Order.

43. *Service Order*. A document in the form of **Attachment One** executed by PCCA and Engineer pursuant to this Agreement, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services, deliverables, and other relevant information for a Specific Project.

44. *Shop Drawings*. All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to PCCA or Engineer to illustrate some portion of the Work.

Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

45. *Site*. Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by PCCA upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by PCCA which are designated for use of a Contractor for the construction of a Specific Project.

46. *Specific Project*. The total specific undertaking to be accomplished for PCCA by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Service Order are a part.

47. *Specifications*. That part of the Construction Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

48. *Standard Hourly Rates*. The Standard Hourly Rates listed in Engineer's Standard Hourly Rates Schedule attached hereto as **Exhibit B**.

49. *Subcontractor.* An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.

50. *Substantial Completion*. The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of PCCA or Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

51. *Special Conditions*. That part of the Construction Contract Documents which amends or supplements the General Conditions.

52. *Term* or *Term of this Agreement.* The Term of this Agreement is the period from the Effective Date until the date on which this Agreement expires or is terminated in accordance with the provisions of this Agreement.

53. *Total Project Costs*. The total cost of planning, permitting, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or PCCA's costs

for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to PCCA.

54. *Work*. The entire construction or the various separately identifiable parts thereof required to be provided by Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, equipment, materials, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.

55. *Work Change Directive*. A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by PCCA and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Capitalized terms in this Agreement which are not defined in Section 1.01 are defined in the text of this Agreement the first time they occur.

Section 1.02 Terminology and Interpretation

A. The terms defined in Section 1.01 or in the text of this Agreement shall apply throughout this Agreement. All references in this Agreement to "Section" or "Article" shall refer to a section or article of this Agreement, unless otherwise expressly stated. All references in this Agreement to "Paragraph" shall refer to a paragraph of a Service Order or a paragraph of an Exhibit to this Agreement, unless otherwise expressly stated. All references to "Exhibits" shall mean the exhibits attached to this Agreement. All such Exhibits and any other attachments to this Agreement are incorporated in this Agreement by this reference. All references to herein, hereof, hereto, hereunder or similar terms shall be deemed to refer to this Agreement in its entirety. As used in this Agreement, the term "including" shall mean "including but not limited to." The headings of Articles and Sections in this Agreement and the headings of Paragraphs in the Service Order and the Exhibits to this Agreement shall be for convenience only and shall not affect the interpretation hereof.

B Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. Reference to any agreement means such agreement as amended or modified and in effect from time to time in accordance with the terms thereof.

C. Unless otherwise indicated, for purposes of this Agreement, a period of days shall be deemed to begin on the first day after the event that began the period and to end at 5:00 p.m. on the last day of the period. If, however, the last day of the period does not fall on a Business Day, the period shall be deemed to end at 5:00 p.m. on the next Business Day. All references to time herein are to time in Corpus Christi, Texas.

ARTICLE 2
SERVICES OF ENGINEER AND REPORTS

Section 2.01 Scope of Services

A. Engineer's Services will be detailed in a duly executed Service Order for each Specific Project. The general format of a Service Order is shown in **Attachment One** to this Agreement. This Agreement shall be referred to in any Service Order issued pursuant hereto as "Master Services Agreement No. 18-07." Each Service Order will indicate the specific services to be performed, deliverables to be provided, schedule and specific compensation terms.

B. Engineer shall not be obligated to perform work under a prospective Service Order unless and until PCCA and Engineer agree as to the particulars of the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters and the specific Service Order is executed by both parties.

Section 2.02 Service Order Procedure

A. PCCA and Engineer shall agree on the scope, time for performance, and method of compensation for each Service Order. With respect to the scope of Engineer's services, each specific Service Order shall either (1) be accompanied by and incorporate a customized **Exhibit A**, "Engineer's Services for Service Order," prepared for the Specific Project, (2) state the scope of services in the Service Order document itself, or (3) incorporate by reference all or portions of **Exhibit A**, "Engineer's Services for Service Order," as attached to this Agreement. Each duly executed Service Order shall be subject to the terms and conditions of this Master Services Agreement, unless specifically modified within the Service Order.

B. Engineer shall provide, or cause to be provided, the services set forth in the fully executed Service Order.

Section 2.03 Times for Rendering Services

A. Engineer is not authorized to begin work or to incur costs under a Service Order until the time set forth in the Service Order.

B. The Commencement Date of each Service Order and the times for completing services or providing deliverables will be stated in each Service Order. Engineer is authorized to begin rendering services under a Service Order as of the Commencement Date of the Service Order unless otherwise specified in the Service Order.

C. Unless specific periods of time or specific dates for providing Services are specified in a Service Order, Engineer's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of the Services.

D. If PCCA has requested changes in the scope, extent, or character of the Specific Project, the time of performance and completion of Engineer's Services may be adjusted equitably as agreed by the Parties.

E. If, through no fault of Engineer, the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for performance and completion of Engineer's services shall be adjusted equitably.

Section 2.04 PCCA Project Manual

In addition to the terms and conditions set forth herein and in associated Service Orders, the Engineer will perform Services in accordance with the latest version of the PCCA Project Manual issued prior to the date of the Service Order.

Section 2.05 No Guaranteed Amount of Services

Services pursuant to this Agreement will be required on an irregular and as needed basis during the Term of this Agreement, and PCCA has not made nor does it make any representation of any kind or guarantee regarding the amount of services PCCA will require from Engineer under this Agreement.

Section 2.06 Progress Reports

A. Unless otherwise provided in a Service Order, Engineer will provide PCCA with a monthly progress report ("***Monthly Progress Report***") on the services being performed or furnished by Engineer under each Service Order. At a minimum, the report shall cover the following items:

1. The percentage of Work performed during the previous month.
2. The total percentage of the Specific Project completed.
3. Significant findings, problems, delays, inclusions, events, trends, etc. of the reporting period which result from or affect the performance of the Construction Contract.
4. Specific actions required of PCCA, to assist in the resolution of a problem or to affect the timely progression of the Work
5. The percentage of the Service Order budget expended during the reporting period and total expended to-date.
6. A statement that Services are on schedule, or an explanation of variance and proposed corrective actions.

B. The Monthly Progress Report for each Specific Project shall be delivered to the PCCA Project Manager within ten working days following the end of the month being reported.

ARTICLE 3
CHANGES TO SERVICE ORDERS AND PERSONNEL

Section 3.01 Changes to Service Orders Requested by PCCA

PCCA may change the Scope of Services set forth in a Service Order, by sending written notice to Engineer. Should Engineer believe that such changes require an equitable adjustment in Engineer's agreed compensation and/or schedule for the Services or other terms of the Services, Engineer shall notify PCCA in writing of its request for such adjustments no later than fourteen (14) calendar days following its receipt of such requested changes from PCCA. Except as otherwise instructed in writing by PCCA, Engineer shall not commence the changed Services until PCCA and Engineer have mutually accepted Engineer's timely requested adjustments, if any, to its compensation or schedule for its Services or other terms of the Services and a written amendment to Service Order is executed by the Parties.

Section 3.02 Changes to Service Orders Requested by Engineer

Should an event or condition occur after the initiation of a Service Order, that in the opinion of the Engineer, will result in a change in scope, schedule and/or budget, the Engineer will provide timely written notice to PCCA stating: the nature of the event or condition; detailing the impact on scope, schedule and/or, budget; and providing the Engineer's recommendation or request for modification of the affected Service Order. Such notice will be provided upon recognition of the event or condition and prior to the completion of the services stated in the Service Order. PCCA will not consider a request for an increase in the Ceiling Price of a Service Order that is submitted after completion of the services stated in the Service Order, if PCCA determines, in its sole discretion, that the event or condition cited as the cause for the increase in the Ceiling Price was, or could reasonably have been, known in time to submit a change request prior to completion of the services stated in the Service Order. PCCA will review the Engineer's recommendation or request and provide a written response agreeing with the requested recommendation or request or not accepting said recommendation or request. Any changes or modification to the scope, schedule and/or budget will be detailed in a written modification to the Service Order. No changes to the Services shall be made by Engineer except with PCCA's prior written agreement.

Section 3.03 Replacement of Personnel

PCCA, in its sole discretion, shall have the right to demand that Engineer replace any personnel providing Services to PCCA under the terms of a Service Order. Upon receipt of PCCA's demand, Engineer will immediately replace the specified personnel with personnel substantially equal in ability and qualifications. The criteria for demanding replacement of an individual will be based on, but not limited to, the following: technical incompetence, inability to meet the position qualifications, failure to perform an assignment, poor attendance, ethics violation, unsafe work habits, damage to PCCA property, or reasonable PCCA dissatisfaction.

ARTICLE 4
PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Section 4.01 Methods of Compensation

A. The method of compensation for Services (including, if applicable, the method of compensation for individual phases of Services) shall be identified in each specific Service Order. PCCA shall pay Engineer for Services in accordance with the applicable method of compensation.

B. The method of compensation for services under a Service Order will be specified in that Service Order. The possible methods of compensation are as follows:

1. Lump Sum plus Named Reimbursable Expenses, if any;
2. Standard Hourly Rates plus Reimbursable Expenses with a Ceiling Price.

Section 4.02 Explanation of Compensation Methods

A. Lump Sum plus Named Reimbursable Expenses

1. PCCA shall pay Engineer a Lump Sum amount for the specified services or category of services stated in a Service Order regardless of the amount of time it takes to complete the services.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges. In other words, Engineer will only be reimbursed for the Named Reimbursable Expenses (see Section 4.02(A)(3)).
3. In addition to the Lump Sum, Engineer shall also be entitled to reimbursement from PCCA for the Named Reimbursable Expenses explicitly listed in the Service Order, if any, that are reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services (see **Exhibit C** for rates or charges for these specific expenses).
4. Progress payments may be allowed in a Lump Sum Service Order. If so, the portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period, subject to acceptance and approval of PCCA.

B. Standard Hourly Rates plus Reimbursable Expenses with a Ceiling Price

1. For the specified services or category of services, the PCCA shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times the Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from PCCA for the Reimbursable Expenses identified in **Exhibit C**, as the same may be modified in the individual Service Order. But the total amount payable to Engineer for the services rendered under the Service Order plus the Reimbursable Expenses shall not exceed the Ceiling Price stated in the Service Order.

2. The Ceiling Price will be stated in the Service Order. It may be called the Ceiling Price or the "Not-to-Exceed Amount."
3. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
4. Each Standard Hourly Rates Schedule attached hereto as **Exhibit B** shall remain in effect until changed in accordance with Section 4.03.
5. The Reimbursable Expenses Schedule attached hereto as **Exhibit C** shall remain in effect for the Term of this Agreement.
6. The total estimated compensation for the specified category of services shall be stated in the Service Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and Reimbursable Expenses (including Consultants' charges, if any).
7. The amounts billed by Engineer will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses (including Consultant's charges, if any), but PCCA shall not be required to pay more than the Ceiling Price stated in the applicable Service Order without a duly executed amendment to the Service Order.

8. For Service Orders that included definable deliverables to be provided to the PCCA, Engineer will continue to prosecute work necessary to provide those deliverables even when the Ceiling Price has been reached, at no additional cost to PCCA unless the parties agree in writing to modify the Ceiling Price.

9. Where no definable deliverable exists, the Engineer's services will terminate when the Ceiling Price is reached.

Section 4.03 Standard Hourly Rates for Service Orders

A. Engineer's Standard Hourly Rates Schedule are in **Exhibit B.** Engineer hereby certifies by its execution of this Agreement that the hourly rates in **Exhibit B** for each class of Engineer's employees are less than or equal to the lowest hourly rates Engineer is currently charging any of its other clients. Engineer agrees that if during the Term of this Agreement it charges any of its clients lower hourly rates than the rates in **Exhibit B**, then Engineer shall charge PCCA such lower hourly rate or rates for the services under any Service Order, current or future, for the remainder of the Term of this Agreement and such lower hourly rate or rates will be standard for the remaining Term of this Agreement.

B. The Engineer may adjust its Standard Hourly Rates as of the first day of each calendar year during the Term of this Agreement by submitting to PCCA a new **Exhibit** B with Engineer's new Standard Hourly Rates on or before January 15th of such calendar year; provided, however, that the new Standard Hourly Rate for each class of Engineer's employees may not be more than five percent (5%) higher than previous Standard Hourly Rates for that class. The new Standard Hourly Rates will apply to all services performed by each class of Engineer's employees on and after the

effective date of such new rates, but these adjustments will not affect the Ceiling Prices stated in the Service Orders executed under this Agreement.

C. Generally, the compensation method specified in a Service Order executed under this Agreement will be Standard Hourly Rates plus Reimbursable Expenses with a Ceiling Price. PCCA reserves the right, however, to issue Lump Sum Services Orders when they are deemed to be in the best interest of PCCA

Section 4.04 Reimbursable Expenses

A. Under the Lump Sum method of compensation to Engineer, unless expressly indicated otherwise, the following categories of expenses are included in the Lump Sum amount: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; providing field and office equipment necessary for the prosecution of the work; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. **These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in the specific Service Order.**

B. Expenses eligible for reimbursement under the Standard Hourly Rates method of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services under a specific Service Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; providing field and office equipment necessary for the prosecution of the work; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in **Exhibit C**.

C. Reimbursement for lodging and meals may not exceed the maximum allowable per diem rates for domestic or foreign travel as set by the U.S. Department of Defense, Defense Travel Management Office. Lodging and meal per diem rates for specific locations (foreign and domestic) may be found on the Defense Travel Management Office's website. Engineer shall submit proper documentation of any such approved travel expenses to PCCA from time to time, and such costs and expenses shall be billed to PCCA at Engineer's actual cost.

Section 4.05 Invoice Procedure and Payment

A. Engineer shall submit invoices monthly to PCCA for work performed during the preceding calendar month. Such invoices shall be due and payable by PCCA within thirty (30) days after receipt and acceptance of the invoice by PCCA. Monthly compensation will be for the Services actually performed during the billing period, invoiced in accordance with the prices in the Fee Schedules. On a Lump Sum Service Order, monthly billing will be based on the percentage of work completed. Invoices shall also describe any work performed by subcontractors retained by Engineer and Reimbursable Expenses. Engineer will provide sufficient detail with each invoice

to substantiate the requested amount of monthly payment. At PCCA's request, Engineer will provide additional backup such as signed time sheets, invoices for materials and subcontracted service or other documentation sufficient to establish the accuracy of the invoices. Invoices are to be submitted in a format previously approved by PCCA. The Engineer's fees will cover all of Engineer's overhead costs, including office rent, long distance telephone charges, postage, and payroll.

B. Engineer will provide written notice to PCCA when the sum of previous payments and a current invoice meet or exceed 70% of the approved Ceiling Price of a Service Order. Engineer will include a statement that the remaining budget will be sufficient to complete the services, or provide an estimate of cost to complete, an explanation of the need for additional funding, and a request for a modification to the Service Order.

ARTICLE 5
RESPONSIBILITIES AND STANDARDS OF PERFORMANCE

Section 5.01 PCCA's Responsibilities

A. PCCA shall pay Engineer as set forth in each Service Order and Article 4.

B. PCCA shall be responsible for the requirements and instructions that it furnishes to the Engineer pursuant to this Agreement, and for the accuracy and completeness of the programs, reports, data, and other information furnished by PCCA to Engineer pursuant to this Agreement or any Service Order for use of Engineer in performing or furnishing services under any Service Order, subject to any express limitations or reservations applicable to the furnished items

C. PCCA shall give prompt written notice to Engineer whenever PCCA observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer's services; (2) the presence at the Site of a Specific Project of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer's services, the Work or the performance of any Constructor or consultant managed by the Engineer.

D. PCCA shall:

1. Provide Engineer with criteria and information as to PCCA's requirements for each Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

2. Furnish Engineer with copies of design and construction standards that PCCA will require to be included in the Drawings and Specifications; and furnish copies of PCCA's standard forms, conditions, and related documents to be included in the Bid Documents and Construction Documents, as applicable.

3. Following the Engineer's assessment of initially available Specific Project information and data and upon Engineer's request, furnish or otherwise make

available such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services, unless the Service Order requires Engineer to obtain this information from other sources. Such additional information or data would generally include the following:

a. Property descriptions.

b. Zoning, deed, and other land-use restrictions.

c. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

d. Explorations and tests of subsurface conditions at the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at the Site, or hydrographic surveys with appropriate professional interpretation thereof.

e. Environmental assessments, audits, investigations, impact statements, and other environmental or cultural studies relevant to the Specific Project and the Site.

f. Data or consultations as required for the Specific Project but not otherwise identified in this Agreement or the Exhibits thereto.

4. Arrange for access to and make provisions for Engineer to enter upon PCCA property as required for Engineer to perform Services under the Service Order.

5. Examine alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents required by the terms of the Service Order which are presented by the Engineer and render, in writing, timely decisions pertaining thereto.

6. Provide reviews, approvals, and permits from governmental authorities having jurisdiction to approve phases of the Specific Project designed or specified by Engineer, and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project, unless the Service Order requires Engineer to obtain these reviews, approvals, or consents from other sources.

7. Place and pay for advertisement of Bids in appropriate publications, as required, for a Specific Project.

8. Advise Engineer of the identity and scope of services of any independent consultants employed by PCCA to perform or furnish Services in regard to the Project, including cost estimating, project peer review, value engineering, and constructability review unless such Services are related to an issue under legal review or are included in the Engineer's Scope of Services.

9. Furnish to Engineer data as to PCCA's anticipated costs for Services to be provided by others for PCCA so that Engineer may make the necessary calculations to develop

and periodically adjust Engineer's opinion of Total Project Costs as required by a specific Service Order.

Section 5.02 Standards of Performance

A. *Standard of Care:* Engineer shall perform the professional engineering and related services required by each Service Order issued under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

B. *Technical Accuracy:* PCCA shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in PCCA-furnished information or an identifiable and documented change in conditions or circumstances impacting the Engineer's work.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by PCCA.

D. *Reliance on Others:* Subject to the standard of care set forth in Section 5.02(A), Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures*

1. Engineer and PCCA shall comply with applicable Laws and Regulations.
2. Engineer shall comply with the policies, procedures, and instructions of PCCA that are applicable to Engineer's performance of services under this Agreement and that PCCA provides to Engineer in writing, subject to the standard of care set forth in Section 5.02(A), and to the extent compliance is not inconsistent with professional practice requirements.
3. Each Service Order is based on Laws and Regulations and PCCA-provided written policies and procedures as of the Commencement Date of the Service Order. The following may be the basis for modifications to PCCA's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    a. changes after the Commencement Date of the Service Order to Laws and Regulations; or
    b. the receipt by Engineer after the Commencement Date of the Service Order of PCCA-provided written policies and procedures or changes to PCCA-provided policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. PCCA agrees not

to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.

G. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site of a Specific Project, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

H. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

I. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

J. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.

K. Engineer's services do not include providing legal advice or representation.

L. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and PCCA's safety programs of which Engineer has been informed in writing.

Section 5.03 Design without Construction Phase Services

It is understood and agreed that if Engineer's Services under this Agreement do not include Project observation, review of Contractor's performance, or any other construction phase services, and that such services will be provided by PCCA, then PCCA assumes responsibility for interpretation of the Construction Contract Documents and for construction observation or review except where such interpretation is attributable to the design are an obvious design error or omission and requires correction by the Engineer of record.

Section 5.04 Inspection and Acceptance

Deliverables and/or services furnished under this Agreement shall be subject to review and inspection and, as applicable, test by PCCA at times and places covered under the period of performance for Services and the applicable Service Order. PCCA reserves the right to reject deliverables which do not conform to the Specifications, Drawings, and/or other data or which do not comply with the terms and conditions of this Agreement and individual Service Orders. If rejected after delivery, rejected deliverables will be returned to Engineer at Engineer's risk and

expense. Payment for any Services or deliverables shall not be deemed acceptance thereof, and if such Services or deliverables are rejected after payment, PCCA shall be entitled to an equitable refund. Additional or varying acceptance terms may be mutually agreed under individual Service Orders.

ARTICLE 6
TERM, RENEWAL, SUSPENSION OR TERMINATION

Section 6.01 Term

A. This Agreement shall be effective and applicable to Service Orders issued hereunder for three (3) years from the Effective Date of this Agreement.

Section 6.02 Renewal

A. The Parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term, provided the terms and conditions, including insurance coverages, hourly and reimbursable rates and other particulars remain unchanged.

Section 6.03 Termination

A. PCCA may terminate a Service Order or this Agreement for convenience with seven (7) days prior written notice to Engineer of such action. Upon termination of this Agreement in accordance with this paragraph, PCCA will have no further obligation to the Engineer hereunder except to pay the Engineer unpaid fees and expenses which the Engineer can reasonably show to have been earned under this Agreement. **Under no circumstances may Engineer claim or recover consequential damages from PCCA.**

B. Either Party may terminate this Agreement by giving written notice to the other Party if the other Party ("***Defaulting Party***"): (a) materially breaches any term, condition or provision of this Agreement and fails to cure the breach to the satisfaction of the notifying Party within ten (10) days after the Defaulting Party receives a written notice of the breach from the notifying Party, or (b) becomes the subject of any proceedings under state or federal law for the relief of debtors or otherwise becomes insolvent, or bankrupt, or makes any assignments for the benefit of one or more creditors.

Section 6.04 Suspension

A. PCCA may suspend a Service Order for convenience with seven (7) days prior written notice to Engineer of such action.

B. If PCCA fails to give prompt written authorization to proceed with any phase of Services after completion of the immediately preceding phase, or if Engineer's Services are delayed through no fault of Engineer, Engineer may, after giving seven (7) days written notice to PCCA, suspend Services under this Agreement.

C. PCCA may, upon written notice to the Engineer, suspend work on a Service Order until such time that PCCA determines that it is in the best interest of PCCA to resume the work or to terminate the Service Order.

D. In the event of suspension of Services, the Engineer shall resume the full performance of the Services when directed in writing to do so by PCCA. Suspension of the Services for reasons other than the Engineer's negligence or failure to perform shall not affect the Engineer's compensation as provided for in this Agreement. The schedule for performance of the Services shall be amended by a mutually agreed, written modification to the Service Order in progress to reflect the suspension.

E. If Engineer's Services are delayed or suspended in whole or in part by PCCA for more than ninety (90) days after the date of the beginning of the delay or suspension through no fault of Engineer, Engineer may be entitled to an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Engineer in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised, to the extent that the Engineer can demonstrate that an actual increase in cost has been incurred and is equitable and compensable.

ARTICLE 7
OPINIONS OF COST

Section 7.01 Opinions of Probable Construction Cost

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as an experienced and qualified professional generally familiar with the industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.

B. PCCA reserves the right to request that the Engineer provide a written explanation of significant variations between the Engineer's opinion of probable Construction Cost and the actual Construction Cost.

Section 7.02 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the PCCA in tabulating the various categories that comprise Total Project Costs. Engineer's opinions (if any) of probable Total Project Costs are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that Total Project Costs will not vary from opinions of probable Total Project Costs prepared by Engineer.

Section 7.03 Designing to Construction Cost Limit

A. If a Construction Cost Limit for a Specific Project is established between PCCA and Engineer in a Service Order, then such Construction Cost Limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in the applicable Service Order.

B. If a Construction Cost Limit is set forth in a Service Order, then the Service Order will also specify a percentage bidding or negotiating contingency to be added to such Construction Cost Limit.

C. Should an opinion of Probable Construction Cost or a revised Opinion of Probable Construction Cost be provided by the Engineer during the execution of the Services that is in excess of the then established Construction Cost Limit, PCCA shall have the option of increasing the Construction Cost Limit, modifying the design criteria and Engineer's Scope of Services, or suspending or terminating the Service Order in accordance with terms herein. Alternately, PCCA may direct the Engineer to separate the work into a Base Bid with alternative or additive bid items that can be awarded at PCCA's discretion.

D. Engineer will be permitted to determine what types of materials, equipment and component systems, and the types and quality thereof, are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices to bring the Project within the Construction Cost Limit, subject to final approval and acceptance of PCCA. Engineer will present proposed changes in materials, equipment and component systems to PCCA for review and approval prior to incorporating such into the design.

E. If PCCA does not request Bids for a Project within six months after completion of the final design of the Project or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost Limit will not be binding on Engineer, and PCCA (i) may consent to an adjustment in such Construction Cost Limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the final design of the Project and the date on which Bids are requested, or (ii) may, at PCCA's sole discretion, terminate the Service Order in accordance with terms and conditions herein.

F. If the lowest *bona fide* Bid exceeds the established Construction Cost Limit, PCCA will: (1) give written approval to increase such Construction Cost Limit, (2) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices and re-advertise or re-bid the Project, or (3) provide direction to the Engineer to revise contract documents to include additive or alternative bid items or add such additive or alternative bid items and re-bid the project, or (4) elect not to award additive or alternative bid items to keep the Project within the Construction Cost Limit. In the case of (2), above, Engineer will modify the Drawings and Specifications as necessary to bring the Construction Cost within the Construction Cost Limit at no cost to PCCA, and the providing of such Services will be the limit of Engineer's responsibility in this regard; and, having done so,

Engineer will not otherwise be liable for damages attributable to the lowest *bona fide* Bid exceeding the established Construction Cost Limit.

ARTICLE 8
REPRESENTATIVES AND MANAGERS

Section 8.01 Contract Representatives

A. PCCA shall designate a Contract Representative on the signature page of this Agreement who will, on behalf of PCCA, coordinate with the Engineer and administer this Contract. It shall be the responsibility of the Engineer to coordinate all assignment-related activities under this Agreement with PCCA's Contract Representative. PCCA may change its Contract Representative at any time by giving the Engineer written notice of such change.

B. Engineer shall designate a Contract Representative on the signature page of this Agreement who will, on behalf of Engineer, coordinate with PCCA and administer this Contract. The Engineer's Contract Representative and PCCA's Contract Representative will coordinate all assignment-related activities under this Agreement. Engineer may change its Contract Representative at any time by giving PCCA written notice of such change, provided the recommended replacement has similar qualification and experience as the original contract representative.

Section 8.02 Designated Project Managers

A. Contemporaneously with the execution of each Service Order, Engineer and PCCA will each designate a specific individual to act on its behalf as Project Manager with respect to the Services to be performed or furnished by Engineer and the responsibilities of PCCA under such Service Order. The Project Managers for each Project will have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the Party appointing the Project Manager. Either Party may change that Party's designated Project Manager by giving the other Party written notice of the change as provided in Article 9.

Section 8.03 Resident Project Representative

A. The Service Order for a Specific Project shall state whether Engineer must furnish a Resident Project Representative ("**RPR**") to assist Engineer in observing progress and quality of the Work on the Specific Project. The duties and responsibilities of the RPR, if any, will be as set forth in each Service Order.

ARTICLE 9
NOTICES

Section 9.01 Notices

A. All notices, demands or requests from Engineer to PCCA shall be given to PCCA's Contract Representative named on the signature page of this Agreement at (i) PCCA's address for notice provided on the signature page, or (ii) the facsimile number for PCCA's Contract Representative stated on the signature page, or to such other person, address or facsimile number as PCCA shall request in writing.

B. All payments, notices, demands or requests from PCCA to Engineer shall be given to Engineer's Contract Representative named on the signature page of this Agreement at (i) Engineer's address for notice provided on the signature page, or (ii) the facsimile number for Engineer's Contract Representative stated on the signature page, or to such other person, address or facsimile number as PCCA shall request in writing.

C. Notices required to be given to either Party may be given by certified first-class mail, by overnight delivery or by fax, to the appropriate Party at its address or fax number stated on the signature page of this Agreement. Notice may also be given by personal service. Any notice given by mail shall be deemed to have been given one day after such notice was deposited in the United States mail, certified and postage prepaid, properly addressed to the Contract Representative of the Party to be served. In all other cases, notice to a Party will be considered delivered when actually received by the Party's Contract Representative.

ARTICLE 10
DOCUMENTS

Section 10.01 Use of Documents

A. Upon payment of all fees owed for a Service Order, all Documents relative to that Service Order are the property of PCCA, including native files for each software package used.

B. Copies of PCCA-furnished data that may be used by Engineer are limited to the printed copies (also known as hard copies) that are delivered to Engineer by PCCA. Files in electronic media format of text, data, graphics, or of other types that are furnished by PCCA to the Engineer are only for convenience of Engineer. Any conclusion or information obtained or derived from such files, written or electronic, will be at the user's sole risk. Engineer will review documents provided by PCCA and determine applicability and usability of information. Engineer will request additional information as necessary.

C. Copies of Documents that may be relied upon by PCCA are limited to the printed copies (also known as hard copies) that are signed or sealed by Engineer. Files in electronic media format of text, data, graphics, or of other types that are furnished by Engineer to PCCA are only for convenience of PCCA. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the Party receiving electronic files agrees

that it will perform acceptance tests or procedures within 90 days, after which the receiving Party will be deemed to have accepted the data thus transferred. Any errors detected within the 90-day acceptance period will be corrected by the Party delivering the electronic files. Engineer is not responsible to maintain documents stored in electronic media format after acceptance by PCCA.

E. When transferring documents in electronic media format, neither PCCA nor Engineer make any representation to the other as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by PCCA or Engineer on the Effective Date.

F. Documents provided by Engineer are not intended or represented to be suitable for reuse by PCCA or others on extensions of the Project or on any other project. PCCA may, however, reuse such documents without any payment to Engineer. Any such reuse or modification without written verification or adaptation by Engineer, as appropriate for the specific purpose intended, will be at PCCA's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Section 10.02 Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Service Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Service Order. Upon PCCA's request, Engineer shall provide a copy of any such item to PCCA at cost.

ARTICLE 11
INSURANCE

Section 11.01 Standard Insurance Policy Requirements

A. Without limiting the indemnity obligations or liabilities of Engineer or its insurers, provided herein, Engineer agrees to carry and maintain at its sole expense during the Term of this Agreement the following policies of insurance (individually, a "***Policy***" and, collectively, the "***Policies***") in at least the minimum amounts specified below.

B. At least five (5) days prior to execution of this Agreement by PCCA, Engineer will provide to PCCA's Risk Program Manager certificates of insurance issued by each insurance company providing any of the required insurance coverage, and the text entered in each certificate must be acceptable to PCCA. The requirement to provide acceptable certificates of insurance is a material condition of this Agreement, and work under this Agreement and any associated Service Order may not commence until such certificates of insurance have been received, reviewed, and accepted by PCCA.

TYPE OF INSURANCE		LIMITS OF LIABILITY
1.	Workers' Compensation	Statutory
2.	Employer's Liability	$1,00,000 per Occurrence $1,00,000 Aggregate
3.	Commercial General Liability	$1,000,000 per Occurrence $2,000,000 Aggregate

The CGL Policy will provide contractual liability coverage at the aforementioned limits.

4.	Business Automobile Liability	$1,000,000 per Occurrence

Automobile liability insurance coverage will include all owned, non-owned, and hired vehicles.

5.	Professional Liability	$2,000,000

Engineer will procure and maintain professional liability insurance for protection from claims arising out of performance of its Services under this Agreement caused by any error, omission, or act for which the Engineer is legally liable. Policies written on a claims-made basis shall have an extended reporting period of at least two (2) years beyond termination of the Agreement.

6.	Umbrella Liability	$5,000,000 per Occurrence

Umbrella liability coverage will apply to Employer's Liability, Commercial General Liability, and Business Automobile Liability.

Section 11.02 Additional Insurance Policies Required for Certain Work

A. Under certain circumstances, based on the scope and/or location of the services to be performed under a Service Order, the Service Order may require Engineer to carry and maintain some or all of the additional types of insurance policies described in this Section. If the Service Order for a Specific Project requires additional insurance, Engineer understands and agrees that it will not be allowed to commence any work under the Service Order until the additional insurance policies have been issued to the Company and the Company provides PCCA with appropriate Certificates of Insurance.

Section 11.03 General Insurance Requirements

A. Each Policy, except Professional Liability, must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the PCCA Parties. Additionally, the PCCA Parties shall be designated as an additional insured either by a blanket

additional insured or a specific endorsement on all Policies, except for Worker's Compensation, Employer's Liability, and Professional Liability.

B. In the event that the work of Engineer's employees falls within the purview of the United States Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or the Federal Employer's Liability Act, Engineer shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts even if not specifically required by the PCCA.

C. Each Policy, except Workers' Compensation and Professional Liability, must contain an endorsement that the Policy is primary to any other insurance available to the additional insureds with respect to claims arising under this Agreement.

D. The insurance required as listed above, shall apply to any Consultant performing for or on behalf of Engineer, and Engineer shall ensure that any such Consultant is aware of and complies with the insurance requirements during any period such Consultant is performing work under this Agreement.

E. The minimum insurance required may be increased periodically upon request by PCCA to commercially reasonable limits. The company writing each of the Policies must possess a current rating with A.M. Best Company of at least "A-, VII".

F. Engineer's liability shall not be limited to the specified amounts of insurance required herein.

ARTICLE 12
RELEASE, INDEMNIFICATION AND MUTUAL WAIVER

Section 12.01 Release by Engineer

A. To the fullest extent permitted by Laws and Regulations, Engineer hereby releases and discharges the PCCA Parties from liability for and assumes the risk of loss or damage to the property of Engineer and the injury or death of any person employed by Engineer.

Section 12.02 Indemnification by Engineer

A. To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless the PCCA Parties from all damages, losses, costs and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable consultants' and attorneys' fees) (collectively, "*Damages*") arising from third-party claims or actions relating to this Agreement, any Service Order, or any Specific Project, but only to the extent that the Damages are caused by or result from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer or the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

B. Engineer's indemnity obligations under this Article 12 shall not be limited by a limitation on the amount or type of damages, compensation or benefits owed by Engineer to any employee of Engineer under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

C. The obligations of the Engineer under this Article 12 shall survive the end of the Term of this Agreement.

Section 12.03 Percentage Share of Negligence

A. The Engineer's total liability to the PCCA Parties for any Damages caused in part by the negligence of the Engineer Parties and in part by the negligence of the PCCA Parties or any other negligent entity or individual, shall not exceed the percentage share that the negligence of the Engineer Parties bears to the total negligence of all negligent parties.

Section 12.04 Mutual Waiver

A. To the fullest extent permitted by law, PCCA and Engineer waive against each other, and the other's employees, officers, Port Commissioners, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Service Order, or a Specific Project, from any cause or causes.

ARTICLE 13
DISPUTE RESOLUTION

A. In the event a dispute arises between the Parties regarding the application or interpretation of, or in any way relating to, this Agreement, the Parties agree to attempt to resolve all such disputes arising hereunder promptly, equitably and in a good faith manner. If the Parties shall have failed to resolve the dispute within the ten (10) Business Days after any written notice of the dispute has been received by the other Party, then either Party may elect to refer the dispute to the respective upper management of the Parties by notice in writing to the other Party, and the appropriate upper management of the Parties shall meet within the ten (10) Business Days after the date of the notice, to resolve the dispute. If the dispute is not resolved within five (5) Business Days after such a meeting has commenced (but in any event within ten (10) Business Days after the date of the letter referring the matter to upper management), then either Party may at any time thereafter resort to mediation, under the remaining provisions of this Article.

B. PCCA and Engineer agree they will, before taking any other legal action, including the filing of an action in State or Federal Court, attempt in good faith, to mediate in Corpus Christi, Texas, any controversy or claim arising out of or related to this Agreement before a mediator to be agreed upon by PCCA and Engineer. PCCA and Engineer must use their best efforts to agree upon a mediator within fifteen (15) Business Days after a written request for mediation by either Party, and if PCCA and Engineer are unable to agree upon a mediator within such time either Party may request that the American Arbitration Association appoint a mediator. The mediator will schedule a mediation meeting at a time and place determined by the mediator. PCCA and Engineer

will each pay one-half of the costs of mediation to the mediator. Any mediation shall not extend beyond thirty (30) days after the appointment of the mediator, and should the Parties fail to resolve any dispute by mediation within such 30-day period, the Parties shall have all rights available under this Agreement and at law or in equity.

ARTICLE 14
GENERAL PROVISIONS

Section 14.01 Severability

If any part of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Agreement, and this Agreement shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Agreement.

Section 14.02 No Waiver

Any waiver, expressed or implied, by either PCCA or Engineer to any breach of any agreement, covenant or obligation contained in this Agreement shall operate as such only in the specific instance, and shall not be construed as waiver to any subsequent breach of such agreement, covenant or obligation.

Section 14.03 Applicable Law

THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. PCCA and Engineer agree that if any controversy or claim arising out of or related to this Agreement cannot be resolved pursuant to and in accordance with the deadlines set forth in Article 13, then either Party may elect to resolve the controversy or claim though litigation filed and maintained in the federal or state courts located in Corpus Christi, Nueces County, Texas. PCCA and Engineer each submits to the exclusive jurisdiction of said courts and waives the right to change venue.

Section 14.04 Agreement and Service Orders Control

In the event of a conflict between the wording of a Service Order and any purchase order issued by PCCA in connection with the Service Order, the wording of the Service Order will control.

Section 14.05 Amendment of Agreement

This Agreement may be changed or modified at the request of either the Engineer or PCCA, provided both Parties agree to the requested change, and a written amendment of this Agreement is prepared and executed by the Parties.

Section 14.06 Assignment

Neither PCCA nor Engineer may assign or transfer any rights under or interest in this Agreement without the written consent of the other.

Section 14.07 No Third-Party Beneficiaries

This Agreement will be for the sole and exclusive benefit of PCCA and Engineer and not for the benefit of any other party, person, or entity. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by PCCA or Engineer to any Consultant, Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

Section 14.08 Force Majeure

In the event either Party shall be delayed or hindered in or prevented from the performance required hereunder by reason of *force majeure*, which includes strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the Party delayed in performing work or doing acts (herein "***force majeure***"), such Party shall be excused for the period of time equivalent to the delay caused by such *force majeure*, or the Agreement may be terminated in accordance with terms herein should such delay be sufficient that termination is in the best interest of the PCCA.

Section 14.09 Public Disclosure

PCCA is a political subdivision of the state of Texas subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act (Texas Government Code, Chapters 551 and 552), and as such, PCCA is required to disclose to the public (upon request) this Agreement, the Service Orders issued hereunder, and certain other information and documents relating to the services contemplated hereby. In this regard, Engineer agrees that the disclosure of this Agreement, the Service Orders issued hereunder, or any other information or materials related to the services contemplated hereby, to the public by PCCA as required by the Texas Open Meetings Act, the Texas Public Information Act, or any other law will not expose PCCA (or any party acting by, through or under PCCA) to any claim, liability, or action by Engineer.

Section 14.10 Confidentiality

Engineer will keep confidential all information in whatever form produced, prepared, observed or received from PCCA to the extent that such information is: (a) confidential by law; (b) marked or designated "Confidential" or words to that effect; or (c) information that Engineer is otherwise required to keep confidential by this Agreement. Notwithstanding the above, Engineer will be permitted to disclose any information required by law or court order.

Section 14.11 Certificate of Interested Parties

Engineer will comply with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas Ethics Commission Rules by preparing a Texas Form 1295, "Certificate of Interested Parties" and submitting the signed and notarized form to PCCA at the time Engineer submits the signed Agreement to PCCA. A separate Form 1295 may be required for subsequent Service Orders, as required by the referenced code and rules issued thereunder.

Section 14.12 Engineer's Certificate

Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing this Agreement. For the purposes of this Section 14.12:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the execution of the Agreement;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of PCCA, or (b) to deprive PCCA of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

Section 14.13 No Organizational Conflict of Interest

Engineer hereby certifies that it has no actual or potential Organizational Conflict of Interest. "***Organizational Conflict of Interest***" means that because of other activities or relationships with other persons or entities, the Engineer is unable or potentially unable to render impartial assistance or advice to PCCA or the Engineer's objectivity in performing the services under this Agreement and related Service Orders is or might otherwise be impaired. Engineer agrees to immediately notify PCCA of any actual or potential Organizational Conflict of Interest that develops during the Term of this Agreement. Engineer agrees that PCCA may terminate this Agreement immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Agreement.

Section 14.14 Defamation

The Parties covenant and agree that in no event, and at no time during the Term of this Agreement or at any time thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other's businesses, services, properties or assets, or employees, personnel, agents, or representatives.

Section 14.15 Parties Bound

This Agreement binds and inures to the benefit of the Parties and their respective legal representatives, heirs, distributees, successors and assigns, where assignment is permitted by this Agreement.

Section 14.16 Attorneys' Fees; Default

In the event Engineer or PCCA breach any of the terms of this Agreement and the Party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting Party agrees to pay reasonable attorney's fees and costs incurred by the prevailing Party.

ARTICLE 15
EXHIBITS

Section 15.01 Suggested Form of Service Order

The Suggested Form of Service Order is attached as Attachment One, and shall be used as the basis for preparing a specific Service Order for each Specific Project under this Agreement.

Section 15.02 Exhibits Included

A. **Exhibit A**, *Engineer's Services for Service Order*. Services, tasks, and terms in **Exhibit A** as included with this Agreement are for reference in preparing the scope of services for specific Service Orders, and are contractually binding only to the extent expressly incorporated in a specific Service Order.

B. **Exhibit B**, *Engineer's Standard Hourly Rates for Work performed under the Service Order.* This Exhibit, as updated from time to time, applies to all Service Orders.

C. **Exhibit C**, *Engineer's Reimbursable Expenses Schedule for costs incurred by Engineer when performing Work under the Service Order.* The terms of **Exhibit C** that will be applicable to and govern compensation under a specific Service Order will be determined by the selection of compensation methods made in Paragraph 5, "*Payments to Engineer*," of the specific Service Order.

D. **Exhibit D**, *Duties, Responsibilities and Limitations of Authority of Resident Project Representative.* This Exhibit is not contractually binding except when expressly incorporated in a specific Service Order.

E. **Exhibit E**, *Notice of Acceptability of Work*. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if the form is expressly incorporated by reference in a specific Service Order, and Engineer's scope of services in the specific Service Order includes providing such a Notice.

F. **Exhibit E**, *Amendment to Service Order*. PCCA and Engineer may use this form during a Specific Project to modify the specific Service Order.

[Signature page follows this page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

Port of Corpus Christi Authority of Nueces County, Texas

By:_____

Name: Sean C. Strawbridge

Title: Chief Executive Officer

Date Signed:_____

Address for giving notice:
222 Power Street
Corpus Christi, Texas 78401
Attention: Director of Engineering Services

PCCA's Contract Representative:

David L. Krams, P.E.

Title: Director of Engineering Services

Phone Number: 361-885-6134

Facsimile Number: 361-881-5161

E-Mail: krams@pocca.com

Maldonado-Burkett Intelligent Intelligent Transportation Systems, LLP

By:_____ P.E.

Name: Ramon H. Maldonado, Jr., P.E.

Title: Managing Partner

Date Signed:_____

Address for giving notice:
2205 Western Trails Blvd.
Suite B
Austin, Texas 78745

Engineer's Contract Representative:

Anthony Villarreal, P.E.

Title: Senior Project Manager

Phone Number: 361.236.4611

Facsimile Number: 512.992.1017

E-Mail: Anthony.Villarreal@mbitsgroup.com

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ATTACHMENT ONE
TO MASTER SERVICES AGREEMENT NO. 18-07

SUGGESTED FORM OF SERVICE ORDER
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 18-07

PROJECT NAME ***(Insert Project name)***
PROJECT NO. ***(Insert Project number)***
SERVICE ORDER NO. ***(Insert Service Order number)***
COMMENCEMENT DATE ***(Insert Commencement Date of Service Order)***

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and Maldonado-Burkett Intelligent Transportation Systems, LLP ("**Engineer**"). PCCA and Engineer agree that all of the Services authorized by this Service Order shall be subject to the terms and conditions of PCCA's Master Services Agreement No. 18-07 between PCCA and Engineer, as amended ("**Agreement**"). Upon execution of this Service Order, the Agreement shall be incorporated into and be considered part of this Service Order as if set forth herein in its entirety. Any capitalized terms in this Service Order that are not defined herein shall have the meanings given to them in the Agreement. If there is any inconsistency between the terms of this Service Order and the terms of the Agreement, the terms of this Service Order will control.

Engineer will provide the Services described in the Services of Engineer below in connection with the Specific Project described below.

1. Description of Specific Project:

[Insert a paragraph that describes the Specific Project that is the subject of this Service Order.]

2. Services of Engineer (Scope of Services)

A. The specific services to be provided or furnished by Engineer under this Service Order are: ***[Select one of the following options and delete the other.]***

☐ set forth in "Part 1—Services" of **Exhibit A**, "*Engineer's Services for Service Order*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

[or]

☐ as follows: [ ] ***[Note: Insert detailed scope of services here.]***

B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then **Exhibit D** of the Agreement is expressly incorporated in this Service Order by reference. The RPR shall provide ***[Select one of the following options]*:**

☐ full time representation; or
☐ part time representation as follows: _____.

[1. If RPR services are not in the scope of this Service Order, do not include any references to RPR services in Exhibit A (Paragraph A1.05(A)(1)) for this Service Order (or state "Does not apply" or similar), or in any other scope of services text or document.

2. If appropriate, modify Exhibit D for this specific Service Order, and attach it, rather than incorporating the Exhibit D that is included with the Agreement.]

C. Designing to a Construction Cost Limit

[If the design under this Service Order will be governed by a Construction Cost Limit, then include the following clause, with blanks filled in; if not, then delete the clause or indicate "Does not apply" or similar.]

Under this Service Order, Engineer will design to a Construction Cost Limit, subject to the terms of Section 7.03 of the Agreement. The Construction Cost Limit is $_____. The bidding or negotiating contingency to be added to the Construction Cost Limit is _____ percent per PCCA's Contingency Guidelines for General or Marine or Rehabilitation projects accordingly.

D. Other Services

Engineer shall also provide the following services:

[Summarize or provide a brief description of other services (if any) that are to be provided by Engineer, but have not been addressed in Paragraphs 2.A through 2.C.]

3. PCCA's Responsibilities

PCCA shall have those responsibilities set forth in Section 5.01 of the Agreement, subject to the following: ***[State any additions or modifications to Section 5.01 for this Specific Project here.]***

4. Service Order Schedule

In addition to any schedule provisions provided in **Exhibit A** or elsewhere, the parties shall meet the following schedule: ***[Revise and amend for each specific Service Order.]***

Party	Action	Schedule
Engineer	**Furnish [ ] review copies of the Report and other Study and Report Phase deliverables to PCCA.**	**Within [ ] days of the Commencement Date of the Service Order.**
PCCA	**Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.**	**Within [ ] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.**
Engineer	**Furnish [ ] copies of the revised Report and other Study and Report Phase deliverables to PCCA.**	**Within [ ] days of the receipt of PCCA's comments regarding the Report and other Study and Report Phase deliverables.**
Engineer	**Furnish [ ] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to PCCA.**	**Within [ ] days of PCCA's authorization to proceed with Preliminary Design Phase services.**
PCCA	**Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.**	**Within [ ] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.**
Engineer	**Furnish [ ] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to PCCA.**	**Within [ ] days of the receipt of PCCA's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.**
Engineer	**Furnish [ ] copies of the 60% Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to PCCA.**	**Within [ ] days of the receipt of PCCA's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.**

Engineer	**Furnish [ ] copies of the 90% Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to PCCA.**	**Within [ ] days of the receipt of PCCA's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.**
Engineer	**Furnish [ ] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to PCCA.**	**Within [ ] days of PCCA's authorization to proceed with Final Design Phase services.**
PCCA	**Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.**	**Within [ ] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.**
Engineer	**Furnish [ ] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to PCCA.**	**Within [ ] days of the receipt of PCCA's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables**

Should PCCA not return comments and/or instructions in the time listed in the schedule, the Engineer's schedule for subsequent items will be extended by the same number of days

by which PCCA comments or instructions exceed the scheduled review with no further recourse by the Engineer against PCCA.

5. Method of Compensation

A. PCCA shall pay Engineer for services rendered under this Service Order using the following method of compensation: ***[Select one of the following options.]***

☐ Lump Sum plus Named Reimbursable Expenses, if any; or
☐ Standard Hourly Rates plus Reimbursable Expenses with a Ceiling Price.

B. If this is a Lump Sum Service Order, PCCA shall pay Engineer the following lump sum amount for the services described in this Service Order: $_____. In addition, PCCA shall reimburse Engineer for the following Named Reimbursable Expenses (if any): _____.

C. If this is an Hourly Rates Service Order, the Ceiling Price for this Service Order is $_____. In addition, PCCA shall reimburse Engineer for the Reimbursable Expenses described in Exhibit C.

D. If this is an Hourly Rates Service Order, the estimated amount of compensation payable for each category of services rendered under this Service Order is as follows:

[Notes: 1. Delete line items that do not apply to this Service Order. 2. Cross-references are to Exhibit A. Revise if necessary, or delete cross-references if Exhibit A is not used to establish the scope of services under this Service Order.]

Description of Service	Amount
Study and Report Phase (*A1.01 of Ex. A*)	$[ ]
Preliminary Design Phase (*A1.02 of Ex. A*)	$[ ]
Final Design Phase (*A1.03 of Ex. A*)	$[ ]
Bidding or Negotiating Phase (*A1.04 of Ex. A*)	$[ ]
Construction Phase (*A1.05 of Ex. A*)	$[ ]
Resident Project Representative Services (*A1.05(A)(1) of Ex. A*)	$[ ]
Post-Construction Phase (A1.06 of Ex. A)	$[ ]
Commissioning Phase (*A1.07 of Ex. A*)	$[ ]
Other Services (list as appropriate) (*A2.01 of Ex. A*)	$[ ]
Reimbursable expenses (if any)	$[ ]
ESTIMATED TOTAL COMPENSATION	$[ ]

E. The terms of payment are set forth in Article 4 of the Agreement.

6. Consultants retained or that will be retained as of the Commencement Date of the Service Order: ***[List name of Consultants, if any]***

7. Other Modifications to the Agreement or the Exhibits to the Agreement:

[Supplement or modify the Agreement and Exhibits, if appropriate.]

8. Exhibits or Attachments to this Service Order:

9. Documents (other than the Agreement) Incorporated by Reference:

10. Terms and Conditions

Execution of this Service Order by PCCA and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Service Order signed by PCCA.

IN WITNESS WHEREOF, each Party has executed this Service Order effective for all purposes as of the Commencement Date.

PCCA:

Port of Corpus Christi Authority of Nueces County, Texas

By:_____

Name: _____

Title: _____

Date Signed:_____

Address for giving notice:
222 Power Street
Corpus Christi, Texas 78401
Attention: Director of Engineering Services

PCCA's Designated Representative:

David L. Krams, P.E.

Title: Director of Engineering Services

Phone Number: 361-885-6134

Facsimile Number: 361-881-5161

E-Mail Address: krams@pocca.com

Engineer:

Maldonado-Burkett Intelligent Transportation Systems, LLP

By:_____

Name:_____

Title:_____

Date Signed:_____

Address for giving notice:
2205 Western Trails Blvd.
Suite B
Austin, Texas 78745

Engineer's Designated Representative:

_____

Title:_____

Phone Number:_____

Facsimile Number:_____

E-Mail Address:_____

EXHIBIT A TO SERVICE ORDER
ENGINEER'S SERVICES FOR SERVICE ORDER

[Introductory Note to User: The parties should prepare a specific, modified Exhibit A for each specific Service Order, state the scope of services for the Specific Project directly in the specific Service Order, or incorporate all or portions of Exhibit A by reference.

The following text as published describes a variety of services that may be included, in whole or in part, in a specific Service Order issued under the Agreement. Until this exhibit is customized for inclusion in a specific Service Order, or some or all of the exhibit is incorporated in a specific Service Order by reference, it has no legal or contractual effect.

Not all possible services are included in this exhibit. Language provided is intended to provide a basic framework, ideas for inclusion, and to avoid omissions; none, any, or most of this language may be applicable to a Specific Project. The user should revise and supplement the descriptions of services provided here for purposes of drafting the scope of Engineer's Services for each specific Service Order.]

PART 1—SERVICES

A1.01 *Study and Report Phase Services*

A. As Study and Report Services, Engineer shall:

1. If PCCA has already identified one or more potential solutions to meet its Specific Project requirements, Engineer will proceed with the study and evaluation of: ***[List the specific potential solutions here.]***

2. If PCCA has not identified specific potential solutions to meet its Specific Project requirements, Engineer will identify up to ____ potential solution(s) and then proceed with the study and evaluation of these potential solution(s).

3. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

4. Advise PCCA of any need for PCCA to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to PCCA's Specific Project requirements, and preparation of a related report.

5. After consultation with PCCA, recommend to PCCA the solution(s) which in Engineer's judgment meet PCCA's requirements for the Specific Project.

6. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.

7. Prepare a report (the "***Report***") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by PCCA, a tabulation of other items and services included within the definition of Total Project Costs.

8. Review available survey, geotechnical, environmental, and other data and recommend additional investigations, studies, tests, professional services that may be required to support design of the alternatives.

9. When mutually agreed, assist PCCA in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of PCCA's facilities.

10. If requested to do so by PCCA, assist PCCA in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to PCCA's instructions plan for the inclusion of sustainable features in the design.

11. Pursuant to the Service Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to PCCA, and review it with PCCA. PCCA shall submit to Engineer any comments regarding the furnished items within the time established in the Service Order schedule.

12. Pursuant to the Service Order schedule, revise the Report and any other Study and Report Phase deliverables in response to PCCA's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the PCCA.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to PCCA the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by PCCA during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to PCCA's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by PCCA pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise PCCA if additional reports, data, information, or services necessary so support final design and assist PCCA in obtaining such reports, data, information, or services. Include as appropriate scope for:

   (a) geotechnical for investigation

   (b) topographical surveys

   (c) utility mapping

6. Continue to assist PCCA with Specific Project Strategies, Technologies, and Techniques that PCCA has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist PCCA in tabulating the various cost categories which comprise Total Project Costs.

8. Pursuant to the Service Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to PCCA, and review them with PCCA. Within the time established in the Service Order schedule, PCCA shall submit to Engineer any comments regarding the furnished items.

9. Pursuant to the Service Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to PCCA's comments, as appropriate, and furnish to PCCA the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and revised estimate of design and related professional services, and any other Preliminary Design Phase deliverables.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to PCCA the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 ***Final Design Phase***

A. Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for PCCA's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist PCCA in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise PCCA of any recommended adjustments to the opinion of probable Construction Cost as design progresses.

5. Assist PCCA in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

6. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from PCCA.

7. Prepare or assemble 60% Design documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids.

8. Prepare or assemble 90% Design and bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific

bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids.

9. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids.

10. Pursuant to the Service Order schedule, furnish for review by PCCA, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with PCCA. Within the time required by the Service Order schedule, PCCA shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions sealed by Registered Professional Engineer licensed to practice in the State of Texas.

11. Pursuant to the Service Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the PCCA, as appropriate, and submit the required number of final copies of such documents to PCCA after receipt of PCCA's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to PCCA the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

A1.04 ***Bidding or Negotiating Phase***

A. Engineer shall:

1. Attend pre-bid conference and provide a presentation of the technical aspect of the project.

2. Prepare and issue Addenda as appropriate, and as requested by PCCA, to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by PCCA in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with PCCA as to the qualifications of prospective contractors.

5. Consult with PCCA as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01(A)(16) of this **Exhibit A**.

7. Attend the bid opening, and assist PCCA in evaluating bids or proposals, assembling final contracts for the Work for execution by PCCA and Contractor, and in issuing notices of award of such contracts.

8. If PCCA engages in negotiations with bidders or proposers, assist PCCA with respect to technical and engineering issues that arise during the negotiations.

9. Engineer shall prepare and submit issued for construction drawings and specifications incorporating addenda issued during the Bid phase. Issued for Construction Drawings shall be sealed by Registered Professional Engineer licensed to practice in the State of Texas.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if a Construction Cost limit is a part of this Service Order).

A1.05 ***Construction Phase***

A. Engineer shall:

1. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in **Exhibit D**. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in **Exhibit D.** **[*If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D in the Task Order.*]**

2. *Selection of Independent Testing Laboratory:* Assist PCCA, as requested, in the selection of an independent testing laboratory to perform the testing services identified in the contract documents.

3. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

4. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with PCCA and Contractor jointly develop such protocols for transmittals between and among PCCA, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

7. Visits *to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   (a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep PCCA informed of the progress of the Work.

   (b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for PCCA a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes

responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

8. *Defective Work:* Recommend rejection of Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to PCCA regarding whether Contractor should correct such Work or remove and replace such Work, or whether PCCA should consider accepting such Work as provided in the Construction Contract Documents.

9. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform PCCA of such incompatibility, and provide recommendations for addressing such Work.

10. *Clarifications and Interpretations:* Accept from Contractor and PCCA submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or an amendment or supplement to the Construction Contract Documents.

11. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to PCCA, as appropriate, and support preparation of Change Orders and Work Change Directives as required.

12. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for PCCA's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

13. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

14. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

15. *Inspections and Tests:*

    (a) Receive and review certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    (b) Pursuant to the terms of the Construction Contract, recommend additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

16. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to PCCA and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to PCCA regarding engineering or technical matters pertaining to Claims.

17. Applications *for Payment:* As requested by PCCA, review Contractor's applications for payment and provide PCCA with a recommendation to pay, partially pay, or request a revised pay application.

18. *Contractor's Completion Documents:* As required and directed by PCCA, review, and transmit to PCCA maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided from Contractor. Review, and transmit to PCCA the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment.

19. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with PCCA and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary

certificate of Substantial Completion, punch list of items to be completed, PCCA's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist PCCA regarding any remaining engineering or technical matters affecting PCCA's use or occupancy of the Work following Substantial Completion.

20. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to PCCA and Contractor in the form attached hereto as **Exhibit E** ("**Notice of Acceptability of Work**") that the Work is acceptable.

21. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to PCCA or Contractor.

22. Preparing Record Drawings, and furnishing such Record Drawings to PCCA.

23. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, PCCA, utility companies, and other reliable sources.

24. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, PCCA, utility companies, and other sources; revise and supplement Record Drawings as needed.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract then Construction Phase services may be rendered at different times in respect to the separate contracts.

A1.06 *Post-Construction Phase*

A. Upon written authorization from PCCA during the Post-Construction Phase, Engineer shall:

1. Together with PCCA, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of Defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist PCCA in consultations and discussions with Contractor concerning correction of any such Defective Work and any needed repairs.

2. Together with PCCA, visit the Project within one month before the end of the Construction Contract's Correction Period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

B. The Post-Construction Phase services may commence during the Construction Phase and will terminate twelve months after the commencement of the Construction Contract's Correction Period.

A1.07 ***Commissioning Phase***

A. Engineer shall:

1. Assist PCCA in connection with the adjusting of Specific Project equipment and systems.

2. Assist PCCA in training PCCA's staff to operate and maintain Specific Project equipment and systems.

3. Prepare operation and maintenance manuals.

4. Assist PCCA in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.

5. Prepare and furnish to PCCA, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

PART 2—OTHER SERVICES

A2.01 ***Other Services Required to be Listed in the Service Order***

A. Each specific Service Order may include Services that do not fit into the categories described in Part 1, such as the types of Services listed in this Part 2. Such services should be expressly stated in the specific Service Order itself.

1. Preparation of applications and supporting documents (in addition to those furnished under Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by PCCA or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, PCCA's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Commencement Date of the Service Order or are due to any other causes beyond Engineer's control.

4. Providing renderings or models for PCCA's use, including services in support of building information modeling or civil integrated management.

5. Undertaking investigations and studies including, but not limited to:

   a) detailed consideration of operations, maintenance, and overhead expenses;

   b) based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

   c) evaluating processes available for licensing, and assisting PCCA in obtaining process licensing;

   d) detailed quantity surveys of materials, equipment, and labor; and

   e) audits or inventories required in connection with construction performed or furnished by PCCA.

6. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by PCCA; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

7. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Section 3.02.

8. Preparation of operation, maintenance, and staffing manuals.

9. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

10. Assistance to PCCA in training PCCA's staff to operate and maintain Specific Project equipment and systems.

11. Assistance to PCCA in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

12. Preparing to serve or serving as a consultant or witness for PCCA in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.

13. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05(A)(6), and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

14. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

15. Services in connection with Work Change Directives and Change Orders to reflect changes requested by PCCA.

16. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

17. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

18. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

19. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

EXHIBIT B
TO MASTER SERVICES AGREEMENT NO. 18-07

Standard Hourly Rates Schedule

The Standard Hourly Rates Schedule for Services performed under this Agreement is:

Title	NSPE Grade	Billing Rate
Engineer Associate 1	I	$104.91/Hour
Engineer Associate 2	II	$162.67/Hour
Assistant Engineer	III	$146.40/Hour
Engineer	IV	$162.67/Hour
Senior Engineer 1	V	$214.72/Hour
Senior Engineer 2	VI	$230.19/Hour
Department Engineer	VII	$230.19/Hour
Division Manager	VIII	$261.90/Hour
President, Partner	IX	$273.16/Hour
Jr. CAD Technician	N/A	$76.73/Hour
Sr. CAD Technician	N/A	$92.08/Hour
Administrative/Clerical Staff	N/A	$71.25 /Hour
3-Man Field Crew	N/A	$165.00/Hour*
2-Man Field Crew	N/A	$145.00/Hour*
Survey Technician	N/A	$80.00/Hour*
Registered Professional Land Surveyor (RPLS)	N/A	$134.48/Hour
Licensed State Land Surveyor (LSLS)	N/A	$n/a/Hour
Sounding Crew	N/A	$n/a/Hour**
Resident Project Engineer	N/A	$214.72/Hour
Construction Inspector	N/A	$127.68/Hour

* *(Includes All Equipment, Vehicles & Stakes)*
** *(Includes Boat & Equipment)*

EXHIBIT C
TO MASTER SERVICES AGREEMENT NO. 18-07

Reimbursable Expenses Schedule

The Reimbursable Expenses Schedule for Services performed under the Agreement is:

Fax	$0____/Page
Copies 8½" x 11"	$0.45/Page
Copies of Drawings 24" x 36"	$0____/Sheet
Copies of Drawings 11" x 17"	$0.85/Sheet
Mileage	$0.545/Mile
Confined Space Equipment	$650.00/Day + Expenses
CAD Charge	$26.00/Hour
Soil Gas Kit	$2,080/Day
Soil Sampling	$800/Sample
Groundwater Sampling	$1,920/Sample
Long Distance Phone Calls	No cost
Meals & Lodging	at cost
Travel Expenses (other than mileage)	at cost

EXHIBIT D
TO MASTER SERVICES AGREEMENT NO. 18-07

SCHEDULE OF DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

The following duties, responsibilities, and limitations of authority may be incorporated in the Service Order for a Specific Project:

Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("**RPR**") to assist Engineer in observing progress and quality of the Work. The RPR shall provide full-time or part-time representation as indicated in the Service Order. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for PCCA against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of PCCA and the Contractor. RPR shall generally communicate with PCCA only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer and PCCA concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-

related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. *Liaison*

   a. Serve as Engineer's and PCCA's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

   b. Assist Engineer in serving as PCCA's liaison with Contractor when Contractor's operations affect PCCA's on-Site operations.

   c. Assist in obtaining from PCCA additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer and PCCA regarding such RFIs. Report to Engineer and PCCA when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's and PCCA's clarifications, interpretations, and decisions to Contractor. ,

7. *Shop Drawings and Samples*

   a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

   b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

   c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed* M*odifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer and PCCA. Transmit Engineer's and PCCA's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work*

a. Report to Engineer and PCCA whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

b. Inform Engineer and PCCA of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer and PCCA for addressing such Work; and

c. Advise Engineer and PCCA of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups*

a. Consult with Engineer and PCCA in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate PCCA's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer and PCCA appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer and PCCA.

11. *Records*

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or

changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer and PCCA.

c. As requested by PCCA to Engineer, photograph or video work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Specific Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer and PCCA.

12. *Reports*

a. Furnish to Engineer and PCCA periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer and PCCA proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and PCCA copies of all inspection, test, and system start-up reports.

d. Immediately inform Engineer and PCCA of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to PCCA, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Construction Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Construction Contract Documents, and have these documents delivered to Engineer for review and forwarding to PCCA prior to payment for that part of the Work.

15. *Completion*:

a. Participate in Engineer's and PCCA's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's and PCCA's visit to the Site in the company of, PCCA, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer and PCCA concerning acceptance and issuance of the Notice of Acceptability of the Work (**Exhibit E**).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of PCCA or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer and/or PCCA.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

EXHIBIT E
TO MASTER SERVICES AGREEMENT NO. 18-07

NOTICE OF ACCEPTABILITY OF WORK

PROJECT TITLE:

PCCA PROJECT NUMBER:

MASTER SERVICES AGREEMENT NO.: 18-07

SERVICE ORDER NO.:

DATE OF CONSTRUCTION AGREEMENT:

DATE OF NOTICE

To: Port of Corpus Christi Authority (PCCA)

And To: *(Insert name of Contractor)* (Contractor)

From: *(Insert name of Engineer)* (Engineer)

The undersigned (Engineer) hereby gives notice to PCCA and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Construction Contract Documents and the terms and conditions set forth on the reverse side hereof. Engineer further recommends PCCA issue a Notice of Final Acceptance to the Contractor.

Engineer:_____

By:_____

Name:_____

Title:_____

Date:_____

(See Reverse Side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("**Notice**") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said notice and rely thereon agree:

1. Said Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. Said Notice reflects and is an expression of the professional judgment of Engineer.

3. Said Notice is given as to the best of Engineer's knowledge, information, and belief as of the date hereof.

4. Said Notice is based entirely on and expressly limited by the Scope of Services Engineer has been employed by PCCA to perform or furnish during construction of the Project (including observation of the Contractor's Work) under Engineer's Agreement with PCCA and under the Construction Contract referenced on the reverse hereof, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under Engineer's Agreement with PCCA and the Construction Contract referenced on the reverse hereof.

5. Said Notice affirms Contractor's performance under the Construction Contract referenced on the reverse hereof but is not an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents.

6. Said Notice affirms that the design of the Project complies with all City of Corpus Christi building codes regardless of whether or not the Project is located within the city limits of the City of Corpus Christi.

EXHIBIT F
TO MASTER SERVICES AGREEMENT NO. 18-07

AMENDMENT TO SERVICE ORDER NO. _____

1. Background Data:

a. Commencement Date of Service Order:

b. PCCA:

c. Engineer:

d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

a. Engineer shall perform the following Services: [ ]

b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Service Order and previous amendments, if any, is modified as follows: [ ]

c. The responsibilities of PCCA with respect to the Service Order are modified as follows: [ ]

d. For the additional services or the modifications to services set forth above, PCCA shall pay Engineer the following additional or modified compensation: [ ]

e. The schedule for rendering services under this Service Order is modified as follows: [ ]

f. Other portions of the Service Order (including previous amendments, if any) are modified as follows: [ ]

[List other Attachments, if any]

3. Service Order Summary (Reference only)

a.	Original Service Order amount:	$[ ]
b.	Net change for prior amendments:	$[ ]
c.	This amendment amount:	$[ ]
d.	Adjusted Service Order amount:	$[ ]

The foregoing Service Order Summary is for reference only and does not alter the terms of the Service Order.

PCCA and Engineer hereby agree to modify the above-referenced Service Order as set forth in this Amendment. All provisions of the Agreement and Service Order not modified by this or previous Amendments remain in effect. The effective date of this Amendment is _____.

PORT OF CORPUS CHRISTI AUTHORITY		ENGINEER:	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

SERVICE ORDER
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 18-07

PROJECT NAME: Joe Fulton International Trade Corridor Truck Queuing Lane
PROJECT NO. 18-039A
SERVICE ORDER NO. 1
COMMENCEMENT DATE: July 17, 2018

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and Maldonado-Burkett, LLP ("**Engineer**"). PCCA and Engineer agree that all of the Services authorized by this Service Order shall be subject to the terms and conditions of PCCA's Master Services Agreement No. 18-07 between PCCA and Engineer, as amended ("**Agreement**"). Upon execution of this Service Order, the Agreement shall be incorporated into and be considered part of this Service Order as if set forth herein in its entirety. Any capitalized terms in this Service Order that are not defined herein shall have the meanings given to them in the Agreement. If there is any inconsistency between the terms of this Service Order and the terms of the Agreement, the terms of this Service Order will control.

Engineer will provide the Services described in the Services of Engineer below in connection with the Specific Project described below.

1. Description of Specific Project:

Enhancements along the Joe Fulton International Trade Corridor (JFITC) consist of the construction of a Truck Queuing Lane. This Service Order will be for the design and preparation of construction documents of a Truck Queuing Lane from just east of Bulk Terminal Entrance to the existing truck queuing lane at ADM Terminal. The proposed Truck Queuing improvements include adding a new 12' queuing lane and utilizing 8' of existing 10' eastbound shoulder for a buffer zone to separate traffic from queued line of trucks over 1.5 miles of roadway and three evenly spaced concrete pads to accommodate trash receptacles and seasonal portable toilets.

2. Services of Engineer (Scope of Services)

A. The specific services to be provided or furnished by Engineer under this Service Order are set forth in "Part 1—Services" of **Exhibit A**, "*Engineer's Services for Service Order*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

B. Resident Project Representative (RPR) Services: Not Applicable

C. Designing to a Construction Cost Limit: Not Applicable

D. Other Services: Not Applicable

3. PCCA's Responsibilities

PCCA shall have those responsibilities set forth in Section 5.01 of the Agreement.

4. Service Order Schedule

In addition to any schedule provisions provided in **Exhibit A** or elsewhere, the parties shall meet the following schedule:

Submittal Activity	***Anticipated Schedule***
Preliminary Design (30%) Documents	60 days after NTP
PCCA Provide Preliminary Comments to Engineer	10 days after Engineer submittal
Preliminary Design (60%) Documents	20 days after PCCA comments
PCCA Provide Preliminary Comments to Engineer	10 days after Engineer submittal
Final Design Documents	20 days after PCCA comments

Should PCCA not return comments and/or instructions in the time listed in the schedule, the Engineer's schedule for subsequent items will be extended by the same number of days by which PCCA comments or instructions exceed the scheduled review with no further recourse by the Engineer against PCCA.

5. Method of Compensation

A. PCCA shall pay Engineer for services rendered under this Service Order using the Standard Hourly Rates with a Ceiling Price. Reimbursable Expenses are included in the Ceiling price.

B. If this is a Lump Sum Service Order, PCCA shall pay Engineer the following lump sum amount for the services described in this Service Order: Not Applicable**. In addition, PCCA shall reimburse Engineer for the following Named Reimbursable Expenses (if any):** Not Applicable**.**

C. If this is an Hourly Rates Service Order, the Ceiling Price for this Service Order is $123,176.62**.**

D. If this is an Hourly Rates Service Order, the estimated amount of compensation payable for each category of services rendered under this Service Order is as follows:

Description of Service	Amount
Final Design Phase, Bidding and Negotiating Phase *A1.03 and A1.04 of Exhibit A*	$123,176.62
CEILING PRICE	**$123,176.62**

E. The terms of payment are set forth in Article 4 of the Agreement.

6. Consultants retained or that will be retained as of the Commencement Date of the Service Order:

N/A

7. Other Modifications to the Agreement or the Exhibits to the Agreement:

N/A

8. Exhibits or Attachments to this Service Order:

N/A

9. Documents (other than the Agreement) Incorporated by Reference:

10. Terms and Conditions

Execution of this Service Order by PCCA and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Service Order signed by PCCA.

[Signature page follows this page]

IN WITNESS WHEREOF, each Party has executed this Service Order effective for all purposes as of the Commencement Date.

PCCA:

Port of Corpus Christi Authority of Nueces County, Texas

By: _____

Name: Sean C. Strawbridge

Title: Chief Executive Officer

Date Signed: _____

Address for giving notice:
222 Power Street
Corpus Christi, Texas 78401
Attention: Director of Engineering Services

PCCA's Designated Representative:

David L. Krams, P.E.

Title: Director of Engineering Services

Phone Number: 361-885-6134

Facsimile Number: 361-881-5161

E-Mail Address: krams@pocca.com

Engineer:

Maldonado-Burkett, LLP

By: _____ P.E.

Name: **Ramon H. Maldonado, Jr. P.E.**

Title: **Managing Partner**

Date Signed: **07/09/2018**

Address for giving notice:
2205 Western Trails Blvd. Suite B
Austin, TX 78745

Engineer's Designated Representative:

Anthony Villarreal, P.E.

Title: **Senior Project Manager**

Phone Number: **361.236.4611**

Facsimile Number: **512.992.1017**

E-Mail Address: **Anthony.Villarreal@mbitsgroup.com**

EXHIBIT A
ENGINEER'S SERVICES FOR SERVICE ORDER

PART 1—SERVICES

A1.01 ***Study and Report Phase Services. Not Applicable.***

A1.02 ***Preliminary Design Phase. Not Applicable.***

A1.03 ***Final Design Phase***

1. ***Project Management.*** General project management duties such as status reporting, scheduling of manpower and project deliverables, subcontractor administration and coordination, staff assignments, internal coordination meetings, deliverables and quality control (QC). Prepare minutes from meetings, conferences and conference calls pertaining to Engineer's design efforts.

2. ***Permitting Assistance.*** Anticipated work includes grant document recording with TxDOT.

3. ***Geotechnical Investigation.*** Review Port-provided geotechnical information. No separate Geotechnical Report is included in this scope.

4. ***Surveying.*** Perform topographic and boundary survey of project limits.

5. ***Roadway Design.*** Engineer will design the roadway pavement, base, and subgrade to support truck queuing for interstate truck loads (minimum HS-20 loading) including the:

    a. Preparation of site plan and plan and profile drawings;

    b. Design of driveway provisions;

    c. Design of drainage features;

    d. Coordination and design of utility adjustments and protection as needed;

    e. Develop a signage and striping plan;

    f. Design of foundation for trash receptacles and portable toilets;

    g. Design a storm water pollution prevention plan.

6. ***Technical Specifications and Front-end Documents.*** Prepare technical specifications for materials, installation requirements and quality control.

Technical specifications will cover material and other project specific requirements not presented on the drawings. Front-end specification templates will be provided by PCCA for Engineer's use and preparation.

7. ***Drawing Development.*** Develop a set of construction plans for the project, to include but not limited to, location map, existing site conditions, site improvement plans illustrating coordination with existing improvements, plan and profile, details, and sections. PCCA CAD standards will be used throughout, unless otherwise directed. The drawings will be presented in an 11x17 format.

8. Prepare Opinion of Probable Construction Cost with appropriate contingency for each submittal deliverable.

9. Meetings consist of the kickoff meeting, monthly progress meetings, and submittal review meetings. Engineer has scheduled two-hour plan review meetings at each of the submittals. Engineer is aware that TxDOT will be provided opportunity to review all documents prepared by Engineer and PCCA, and TxDOT will consult with Engineer in the preparation of side documents.

A1.04 ***Bidding or Negotiating Phase***

A. Engineer shall:

1. Attend pre-bid conference and provide a presentation of the technical aspect of the project.

2. Prepare Construction Drawings, with Addenda items if needed.

3. Prepare and issue Addenda as appropriate, and as requested by PCCA, to clarify, correct, or change the issued documents.

4. Provide information or assistance needed by PCCA in the course of any review of proposals or negotiations with prospective contractors.

A1.05 ***Construction Phase. Not Applicable.***

A1.06 ***Post-Construction Phase. Not Applicable.***

A1.07 ***Commissioning Phase. Not Applicable.***

PART 2—OTHER SERVICES. Not Applicable.

SERVICE ORDER
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 18-07

PROJECT NAME: Joe Fulton International Trade Corridor Intersection Improvements
PROJECT NO. 18-042A
SERVICE ORDER NO. 2
COMMENCEMENT DATE: July 17, 2018

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and Maldonado-Burkett, LLP ("**Engineer**"). PCCA and Engineer agree that all of the Services authorized by this Service Order shall be subject to the terms and conditions of PCCA's Master Services Agreement No. 18-07 between PCCA and Engineer, as amended ("**Agreement**"). Upon execution of this Service Order, the Agreement shall be incorporated into and be considered part of this Service Order as if set forth herein in its entirety. Any capitalized terms in this Service Order that are not defined herein shall have the meanings given to them in the Agreement. If there is any inconsistency between the terms of this Service Order and the terms of the Agreement, the terms of this Service Order will control.

Engineer will provide the Services described in the Services of Engineer below in connection with the Specific Project described below.

1. Description of Specific Project:

This service order will be for the design and preparation of intersection improvements at critical locations along the Joe Fulton International Trade Corridor at the Bulk Terminal Entrance, Navigation Boulevard at the North Bank Yard, the Ave F Intersection and Security Gate, and the Vulcan Entrance. Traffic counts include an Average Annual Daily Traffic of 3,000 vehicles per day and Average Annual Daily Truck Traffic of 25%. Proposed improvements generally include adding a left turning acceleration lane, extending/adding right-turn lanes to allow more adequate deceleration/acceleration distances, maintaining paved shoulder widths and widening the existing driveway to accommodate larger truck turning movements where appropriate.

2. Services of Engineer (Scope of Services)

A. The specific services to be provided or furnished by Engineer under this Service Order are set forth in "Part 1—Services" of **Exhibit A**, "*Engineer's Services for Service Order*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

B. Resident Project Representative (RPR) Services: Not Applicable

C. Designing to a Construction Cost Limit: Not Applicable

D. Other Services: Not Applicable

3. PCCA's Responsibilities

PCCA shall have those responsibilities set forth in Section 5.01 of the Agreement.

4. Service Order Schedule

In addition to any schedule provisions provided in **Exhibit A** or elsewhere, the parties shall meet the following schedule:

Submittal Activity	***Anticipated Schedule***
Signal Warrant Study, Topographic Survey	30 days after NTP
Preliminary Design (30%) Documents	60 days after NTP
PCCA Provide Preliminary Comments to Engineer	10 days after Engineer submittal
Preliminary Design (60%) Documents	20 days after PCCA comments
PCCA Provide Preliminary Comments to Engineer	10 days after Engineer submittal
Final Design Documents	20 days after PCCA comments

Should PCCA not return comments and/or instructions in the time listed in the schedule, the Engineer's schedule for subsequent items will be extended by the same number of days by which PCCA comments or instructions exceed the scheduled review with no further recourse by the Engineer against PCCA.

5. Method of Compensation

A. PCCA shall pay Engineer for services rendered under this Service Order using the Standard Hourly Rates with a Ceiling Price. Reimbursable Expenses are included in the Ceiling price.

B. If this is a Lump Sum Service Order, PCCA shall pay Engineer the following lump sum amount for the services described in this Service Order: Not Applicable**. In addition, PCCA shall reimburse Engineer for the following Named Reimbursable Expenses (if any):** Not Applicable**.**

C. If this is an Hourly Rates Service Order, the Ceiling Price for this Service Order is $143,048.93**.**

D. If this is an Hourly Rates Service Order, the estimated amount of compensation payable for each category of services rendered under this Service Order is as follows:

Description of Service	Amount
Final Design Phase, Bidding and Negotiating Phase *A1.01, A1.03 and A1.04 of Exhibit A*	$143,048.93
CEILING PRICE	**$143,048.93**

E. The terms of payment are set forth in Article 4 of the Agreement.

6. Consultants retained or that will be retained as of the Commencement Date of the Service Order:

N/A

7. Other Modifications to the Agreement or the Exhibits to the Agreement:

N/A

8. Exhibits or Attachments to this Service Order:

N/A

9. Documents (other than the Agreement) Incorporated by Reference:

N/A

10. Terms and Conditions

Execution of this Service Order by PCCA and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Service Order signed by PCCA.

[Signature page follows this page]

IN WITNESS WHEREOF, each Party has executed this Service Order effective for all purposes as of the Commencement Date.

PCCA:

Port of Corpus Christi Authority of Nueces County, Texas

By: _____

Name: Sean C. Strawbridge

Title: Chief Executive Officer

Date Signed: _____

Address for giving notice:
222 Power Street
Corpus Christi, Texas 78401
Attention: Director of Engineering Services

PCCA's Designated Representative:

David L. Krams, P.E.

Title: Director of Engineering Services

Phone Number: 361-885-6134

Facsimile Number: 361-881-5161

E-Mail Address: krams@pocca.com

Engineer:

Maldonado-Burkett, LLP

By: _____ P.E.

Name: **Ramon H. Maldonado,Jr., P.E.**

Title: **Managing Partner**

Date Signed: **07/09/2018**

Address for giving notice:
2205 Western Trails Blvd. Suite B
Austin, TX 78745

Engineer's Designated Representative:

Anthony Villarreal, P.E.

Title: **Senior Project Manager**

Phone Number: **361.236.4611**

Facsimile Number: **512.992.1017**

E-Mail Address: **Anthony.Villarreal@mbitsgroup.com**

EXHIBIT A
ENGINEER'S SERVICES FOR SERVICE ORDER

PART 1—SERVICES

A1.01 ***Study and Report Phase Services. Not Applicable.***

As Study and Report Services, Engineer shall:

Visit the Site to review existing conditions and facilities and perform a signal warrant study.

Prepare a report (the "***Report***") which will, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). with opinion of probable Construction Cost; estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants.

A1.02 ***Preliminary Design Phase. Not Applicable.***

A1.03 ***Final Design Phase***

1. ***Project Management.*** General project management duties such as status reporting, scheduling of manpower and project deliverables, subcontractor administration and coordination, staff assignments, internal coordination meetings, deliverables and quality control. Prepare minutes from meetings, conferences and conference calls pertaining to Engineer's design efforts.

2. ***Permitting Assistance.*** Anticipated work includes grant document recording with TxDOT.

3. ***Geotechnical Investigation.*** Review Port-provided geotechnical information. No separate Geotechnical Report is included in this scope.

4. ***Surveying.*** Perform topographic and boundary survey of project limits.

5. ***Roadway Design.*** Engineer will design the roadway pavement, base, and subgrade to support interstate truck loads (minimum HS-20 loading) including:

    a. Preparation of site plan and plan and profile drawings;

    b. Design of driveway provisions;

    c. Design of drainage features;

d. Coordination and design of utility adjustments and protection;

e. Develop a signage and striping plan;

f. Develop lighting plans;

g. Develop layout of traffic signals, if Engineer's study determines warranted;

h. Design layout of intersections;

i. Design a storm water pollution prevention plan.

6. ***Technical Specifications and Front-end Documents.*** Prepare technical specifications for materials, installation requirements and quality control. Technical specifications will cover material and other project specific requirements not presented on the drawings. Front-end specification templates will be provided by PCCA for Engineer's use and preparation.

7. ***Drawing Development.*** Develop a set of construction plans for the project, to include but not limited to, location map, existing site conditions, site improvement plans illustrating coordination with existing improvements, plan and profile, details, and sections. PCCA CAD standards will be used throughout, unless otherwise directed. The drawings will be presented in an 11x17 format.

8. Prepare Opinion of Probable Construction Cost with appropriate contingency for each submittal deliverable.

9. Meetings consist of the kickoff meeting, monthly progress meetings, and submittal review meetings. Engineer has scheduled two-hour plan review meetings at each of the submittals. Engineer is aware that TxDOT will be provided opportunity to review all documents prepared by Engineer and PCCA, and TxDOT will consult with Engineer in the preparation of side documents.

A1.04 ***Bidding or Negotiating Phase***

A. Engineer shall:

1. Attend pre-bid conference and provide a presentation of the technical aspect of the project.

2. Prepare Construction Drawings, with Addenda items if needed.

3. Prepare and issue Addenda as appropriate, and as requested by PCCA, to clarify, correct, or change the issued documents.

4. Provide information or assistance needed by PCCA in the course of any review of proposals or negotiations with prospective contractors.

A1.05 ***Construction Phase. Not Applicable.***

A1.06 ***Post-Construction Phase***. Not Applicable.

A1.07 ***Commissioning Phase. Not Applicable.***

PART 2—OTHER SERVICES. Not Applicable.

11.

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: David L. Krams, P.E.
Director of Engineering Services
Krams@pocca.com
(361) 885-6134

Award Purchase Contract to Hi-Tech Elastomers Ltd. in the Amount of $91,332.00, the Lowest and Best Bidder Based on Bids Received on June 6, 2018, for the Purchase of Dock Fenders (Re-Bid) to Replenish Inventory.

SUMMARY: Staff recommends the award of a purchase contract to Hi-Tech Elastomers Ltd. for the purchase of Dock Fenders. On June 6, 2018, we received six responses to our Notice to Bidders (see Bid Tabulation) for five separate bid items. Hi-Tech Elastomers Ltd. submitted the lowest and best bid for each of the five separate bid items for a total of $91,332.00.

BACKGROUND: The PCCA maintains an inventory of ship and barge dock fenders to ensure that damaged port waterfront facilities can be quickly and efficiently repaired and returned to service. Throughout the year, staff reviews the current inventory and recommends a budget for additional components to maintain the PCCA's fender stock.

Contract documents were prepared to include extruded rubber cylindrical and molded rubber element fenders used at nearly all the public oil docks and Cargo Dock 8. This solicitation also included the purchase of a new type of fender plug which can be installed inside the new and existing cylindrical fenders to help prevent premature fender damage that occurs often when the fenders shift on their mounting chains. See attached exhibit.

The bid documents allowed Bidders to bid on one or more of five different bid items, which generally consisted of:

- Bid Item 1 – Ten (10) Units of Molded Rubber 1600h X 1500l (K3) Type 1 Fender Elements. (For breasting structures at Oil Docks 4, 8, and 11)
- Bid Item 2 – Twelve (12) Units 18" OD X 9" ID cylindrical 6.5' long extruded pre-curved Rubber Fender Element Bodies (For barge breasting dolphins at numerous facilities)
- Bid Item 3 – Eight (8) Units 9" OD X 4" ID Cylindrical Straight Plug 8" long extruded Rubber Fender Elements (New fenders to be used in conjunction with 18" OD X 9" ID cylindrical 6.5' long extruded pre-curved Rubber Fender Element Bodies as an inner plug to prevent premature chain damage)

- Bid Item 4 – Four (4) Units of Molded Rubber MV 1400 X 1000 Fender Elements (For breasting structures at Oil Docks 4 and 7)

- Bid Item 5 – Twelve (12) Units of Molded Rubber MV 1250 X 1000 Fender Elements (For use at Cargo Dock 8)

Hi-Tech Elastomers Ltd. will be a new vendor for the Port of Corpus Christi. They have previously supplied fenders to the US Navy at docks abroad, the Portuguese Navy, and various dock facilities in Europe, Africa, and India. Staff has received and reviewed references from comparable projects and have determined that Hi-Tech's qualifications and bids submitted meet the requirements of the solicitation and bid documents.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: The project conforms to the PCCA's Strategic Plan (Strategic Goal #2 – Provide facilities and services to meet customer needs, Action #2 – Upgrade and maintain existing docks and facilities).

EMERGENCY: No.

FINANCIAL IMPACT: Replenishing fender inventory is part of the PCCA's routine annual operational and maintenance expenditure.

STAFF RECOMMENDATION: Staff recommends that a contract be awarded to Hi-Tech Elastomers Ltd. for $91,332.00. Staff further recommends that the Director of Engineering Services be granted a 8% contingency in accordance with PCCA's standard contingency guidelines, should it be needed for this project.

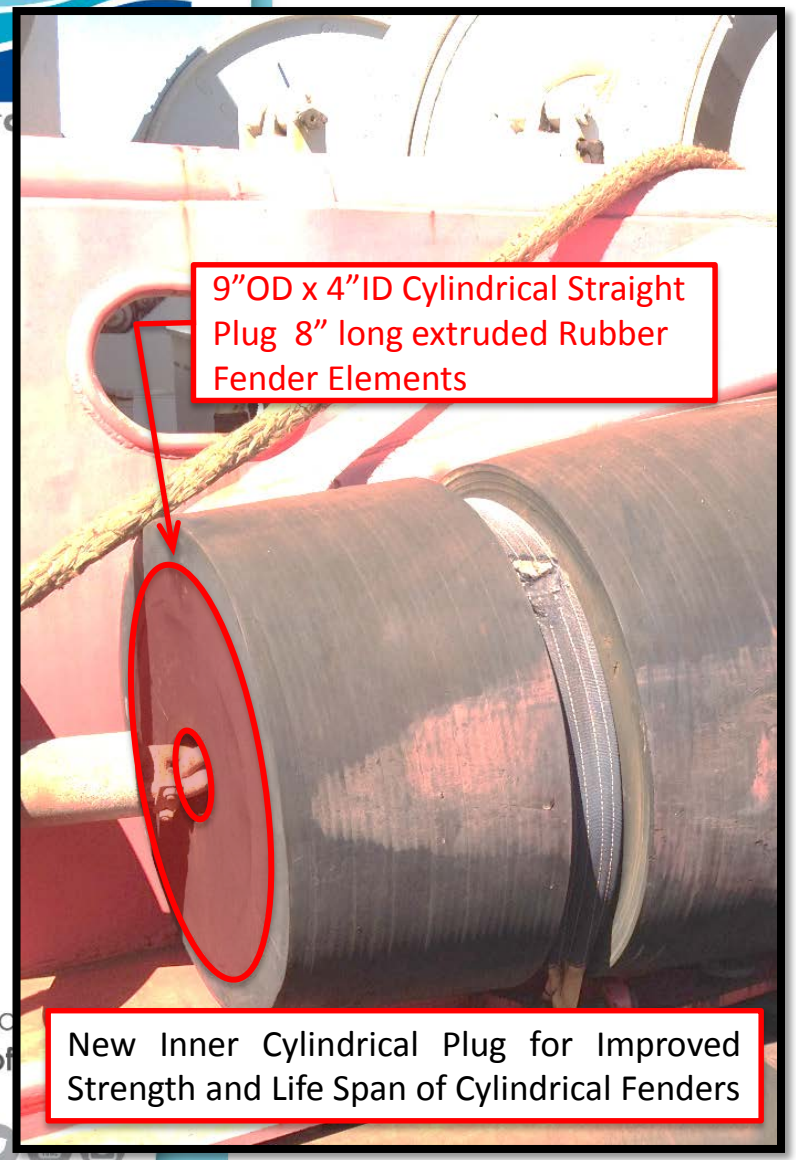
DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Natasha Fudge
	Sonya Lopez-Sosa
	Eileen Mink
Legal	Use standard Purchase Contract template
Senior Staff	John LaRue
	Sean Strawbridge
	Dennis DeVries

LIST OF SUPPORTING DOCUMENTS:

Bid Tabulation Sheet
Exhibit

Purchase of Dock Fenders

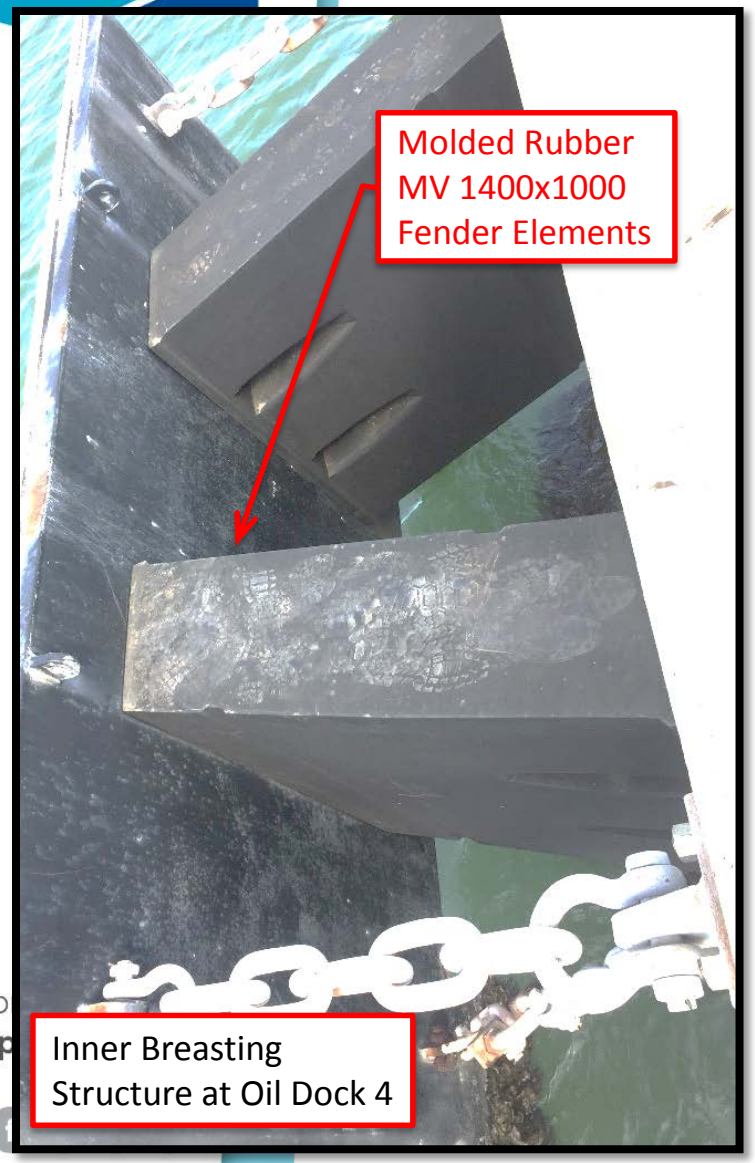


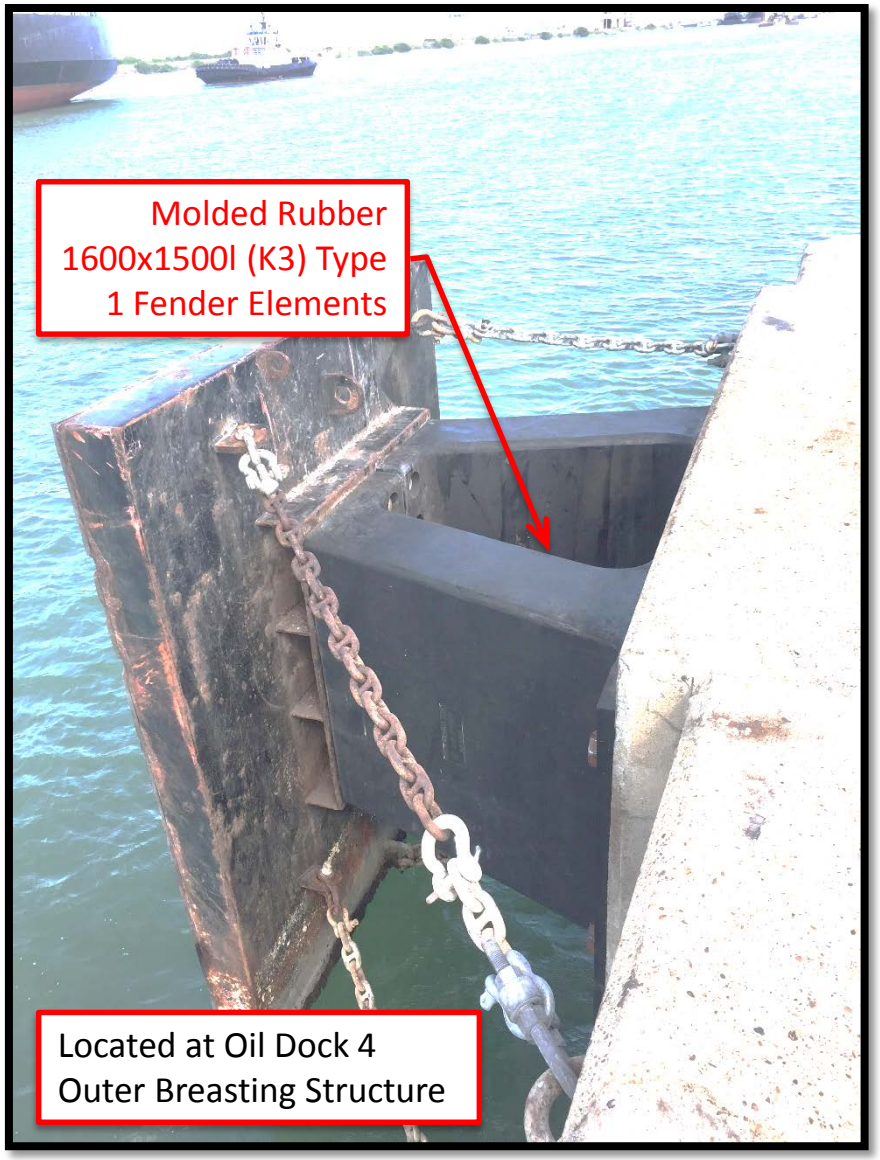
New Inner Cylindrical Plug for Improved Strength and Life Span of Cylindrical Fenders



Located at Oil Dock 12 on Barge Breasting Dolphins

Purchase of Dock Fenders







BID TABULATION FOR
PURCHASE OF DOCK FENDERS (RE-BID)
PROJECT NO. 18-016A
Bid Opening: June 06, 2018 - 11:00 AM

Company Name	Bid Item 1[A]	Bid Item 2[B]	Bid Item 3[C]	Bid Item 4[D]	Bid Item 5[E]	Addendum No.1	Total Recommended Award by Company
Hi-Tech Elastomers Ltd.	**$59,400.00**	**$7,884.00**	**$216.00**	**$7,452.00**	**$16,380.00**	**x**	**$91,332.00**
TEKMARINE SYSTEMS LLC	$79,740.00	$29,340.00	$540.00	$10,060.00	$24,720.00	x	$0.00
Kirti International	$82,800.00	$26,676.00	$2,920.00	$16,848.00	$35,100.00	x	$0.00
Lee Composites Inc.	$148,150.00	$24,420.00	$2,800.00	$11,480.00	$24,780.00	x	$0.00
Zalda Technology Corp.	$160,000.00	$41,000.00	$7,800.00	$27,000.00	$39,500.00	x	$0.00
Trellebrog Marine Systems North America, Inc.	$323,410.00	$51,312.00	$3,872.00	$19,456.00	$37,680.00	x	$0.00

Time of Delivery from Date of Said Notice to Proceed: 140 Calendar Days

[A] **BID ITEM 1**: Lump sum price for the purchase and delivery of ten (10) units of Seibu 1600H x 1500L (K3) type 1 Rubber Fender Element Bodies
[B] **BID ITEM 2:** Lump sum price for the purchase and delivery of twelve (12) units of 18" OD X 9" ID cylindrical 6.5' Long Rubber Fender Element Bodies
[C] **BID ITEM 3:** Lump sum price for the purchase and delivery of eight (8) units of Cylindrical Straight Plug Rubber Fender Elements
[D] **BID ITEM 4:** Lump sum price for the purchase and delivery of four (4) units of MV 1400 x 1000 Rubber Fender Element Bodies
[E] **BID ITEM 5:** Lump sum price for the purchase and delivery of twelve (12) units of MV 1250 x 1000 Rubber Fender Element Bodies

Read By: Lynn Angerstein
Tabulated By: Procurement
Checked & Prepared By: Lucy Betancourt
Date: 06/06/2018

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: David Krams, P.E.
Director of Engineering Services
Krams@pocca.com
(361) 885-6134

Award a Construction Contract in the amount of $80,346.90 to All-State Belting, L.L.C., the Lowest and Best Bidder Based on Bids Received on July 2, 2018 for the Purchase and Installation of Conveyor Belts (CB) for CB2, CB3, and CB4 at Bulk Dock 2.

SUMMARY: Staff recommends the award of a construction contract to All-State Belting, L.L.C. for the purchase and installation of conveyor belts for CB2, CB3, and CB4 at Bulk Dock 2. On July 2, 2018 we received two responses to our Notice to Bidders with one submission determined to be non-responsive (see attached Bid Tabulation). All-State Belting, L.L.C. submitted the lowest and best bid for a total of $80,346.90.

BACKGROUND: In 1985, an original system of conveyor belts was constructed to serve the Bulk Terminal, and four additional conveyors were added in 1998. This conveyor system currently transports sulfur and petroleum coke, which are two common byproducts from operations of major refineries within the Inner Harbor. Bulk Terminal customers and tenants place material at five stockpiles located at Bulk Terminal storage pad sites. The conveyor system is used to transport material from the stockpiles to Bulk Dock 2, where it is loaded to ships for export (see attached location map). Since its construction, the conveyor systems have experienced normal wear and tear; including the belts themselves, which can harden and tear through the normal lifespan of the belts.

While the typical lifespan of conveyor belts is approximately seven years, the current belts on Conveyor Belts (CB) 2, 3, and 4 have been in service for 10 years. In late 2017, Bulk Terminal staff documented concerns with the condition of these conveyor belts during a routine inspection. Visual observation confirmed that the belt rubber was hardening over time, becoming less flexible and has cracked at several areas along the belt lengths. In addition, the rubber layers of the belt are showing signs of material separation, which indicate that the belts have an increased risk of material failure. This project includes the furnishing and installation of new conveyor belts as well as the removal and disposal of existing damaged belts at CB 2, 3, and 4.The contract duration is 120 calendar days from issuance of Notice to Proceed, as time is required for fabrication and delivery of the belts. The downtime to the Bulk Dock 2 will be only 10 calendar days to remove and install the new belts, and the Contractor is required to coordinate with Bulk Terminal staff to minimize disruptions to dock operations.

Although All-State Belting, L.L.C. has not performed work for the PCCA in the past, one of its divisions, Duecker Rubber Services, has successfully supplied the Bulk Terminal with belts for many years, including the previous purchase and installation of belts for CB 5, 7, 8, and 9 in 2012 and for CB 2, 3, and 4 in 2008.

ALTERNATIVES: None.

CONFORMITY TO PORT POLICY: The project conforms to the PCCA's Strategic Plan (Strategic Goal #2 – Provide Facilities and Services to Meet Customer Needs, Strategic Objective #2B – Provide Public Docks and Support Private Facilities to Facilitate Maritime and Industrial Development, Action #2 – Upgrade and Maintain Existing Docks and Facilities).

EMERGENCY: While the Conveyor System is still able to currently operate, replacing these belts as soon as possible will prevent damaged conditions that could potentially shut down operations for extended periods, adversely impacting the PCCA's customers.

FINANCIAL IMPACT: The 2018 Engineering budget includes $200,000 for this maintenance project.

STAFF RECOMMENDATION: Staff recommends the award of the contract to All-State Belting, L.L.C., in the amount of $80,346.90 for the purchase and installation of conveyor belts for CB2, CB3, and CB4 at Bulk Dock 2. Staff further recommends that the Director of Engineering Services be granted a 10% contingency in accordance with the PCCA's standard contingency guidelines for rehabilitation projects.

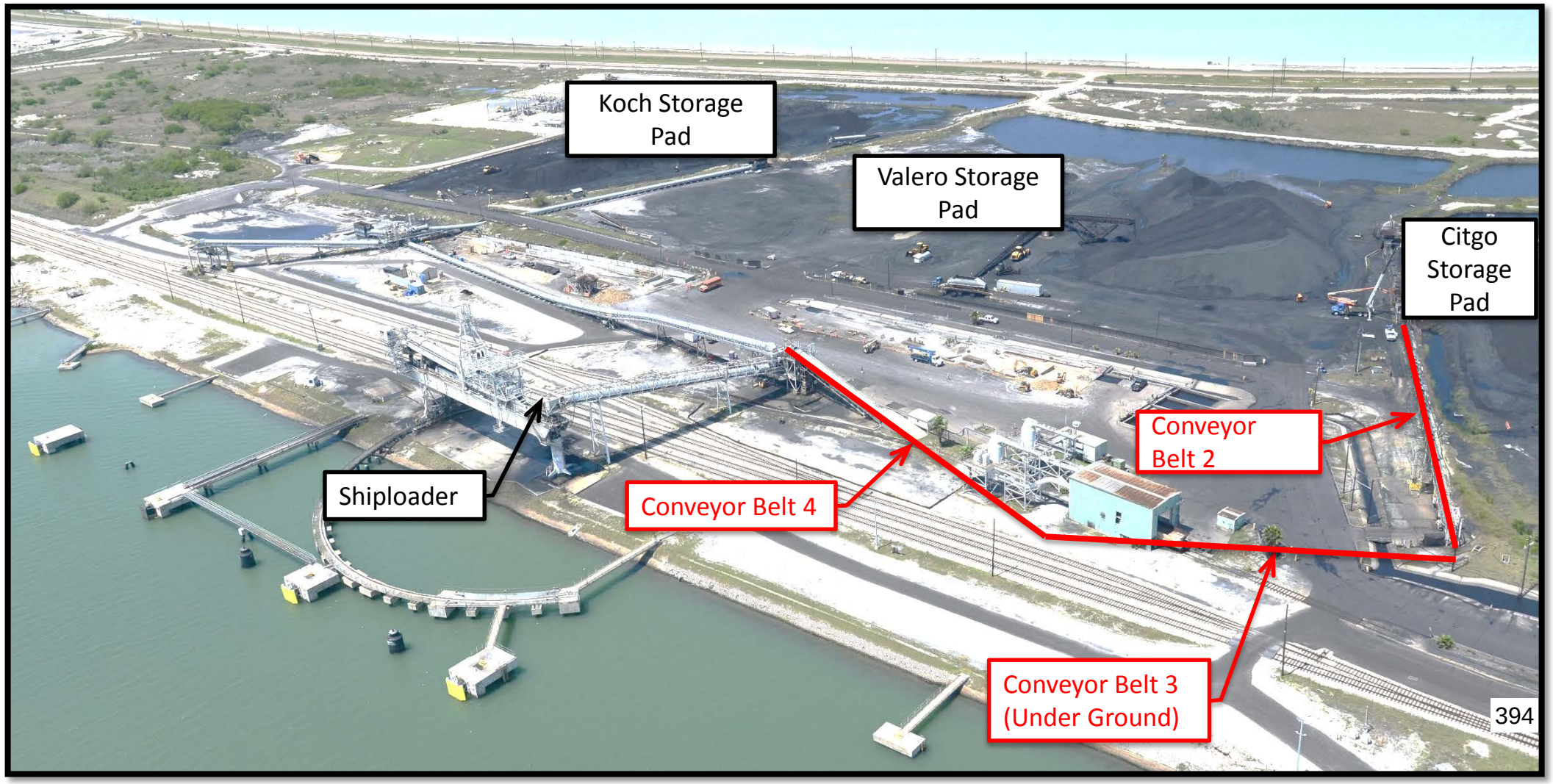
DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed and Approved	David Krams
	Natasha Fudge
	Eileen Mink
Legal	Use standard Construction Contract template
Senior Staff	John LaRue
	Sean Strawbridge
	Dennis DeVries

LIST OF SUPPORTING DOCUMENTS:

Exhibit
Bid Tabulation

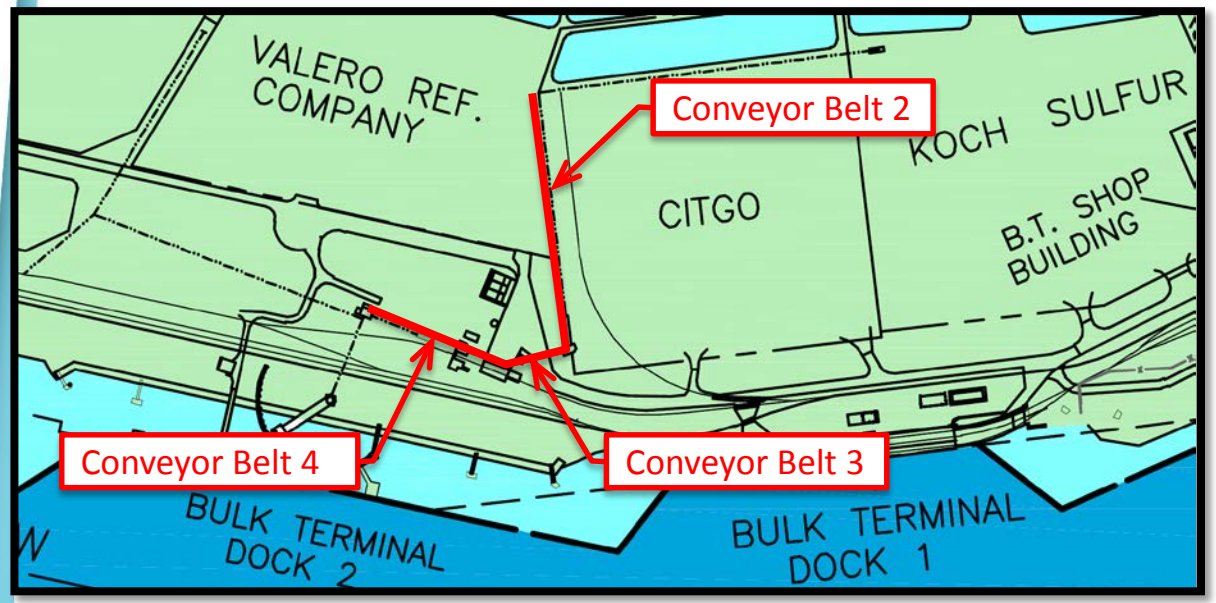
Purchase and Installation of Conveyor Belts

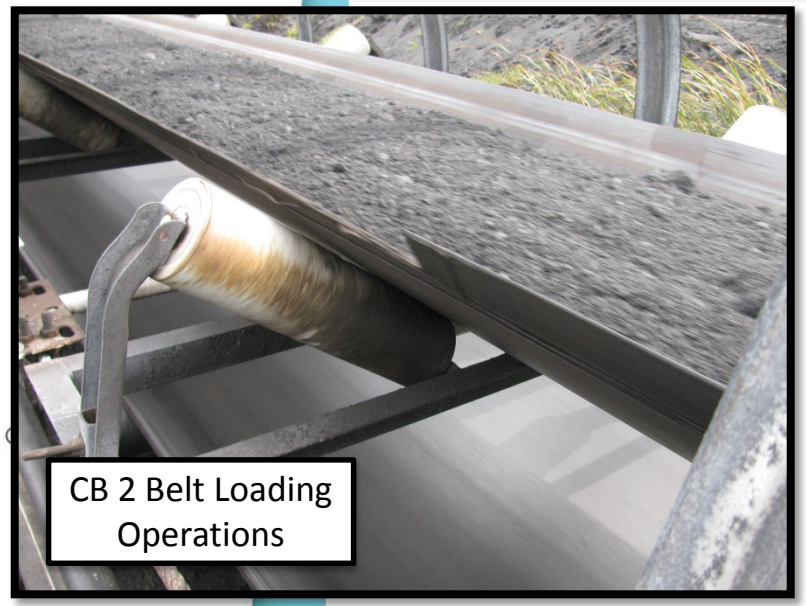


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Purchase and Installation of Conveyor Belts




CB 2 Belt Loading Operations


CB 2 Material Layer Separation


CB 4 Material Layer Separation

BID TABULATION FOR
Purchase and Installation of Conveyor Belts for CB2, CB3 & CB4 at Bulk Dock 2
PROJECT NO. 18-017A
Bid Opening: July 2, 2018 - 2:00 P.M.

Company Name	Bid Bond or Check	Base Bid[A]	Addendum No. 1	Addendum No. 2
All-State Belting, L.L.C.	Check = 5%	$80,346.90	x	x
		.		

Project to be complete within 120 calendar days of the date of said Notice to Proceed.

[A] **BASE BID**: The scope of work consists of removing existing conveyor belts and furnishing and installing new conveyor belts on conveyors CB-2, CB-3, & CB-4 at Bulk Dock 2.

Read By: Lynn Angerstein

Tabulated By: Procurement

Checked & Prepared By: Cindy Hamilton

Date: 07/02/18

8/12

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: David L. Krams, P.E.
Director of Engineering Services
Krams@pocca.com
(361) 885-6134

Sarah L. Garza
Director of Environmental Planning & Compliance
sarah@pocca.com
(361) 885-6163

ANTICIPATED STAFF PRESENTER: Daniel J. Koesema, P.E.
Chief of Channel Development

Adopt a Resolution to Approve a Memorandum of Agreement with the Department of the Army (U.S. Army Corps of Engineers) to Provide Technical Expertise and Oversight Reviews for Permitting and Federal Assumption of Operations and Maintenance for the Non-Federal Deepening of the Corpus Christi Ship Channel.

SUMMARY: Staff requests the Commission adopt a resolution approving the attached Memorandum of Agreement with the Department of Army (Government) to provide technical expertise and oversight reviews for permitting and the Federal Assumption of Operations and Maintenance for the non-federal deepening of the Corpus Christi Ship Channel, and requests authorization for the Chief Executive Officer to execute the same. Staff further requests approval to provide funds to the Government in an amount not to exceed $200,000 for this work.

BACKGROUND: In May 2018, the PCCA engaged AECOM to prepare a Feasibility Study, Environmental Assessment, and the required documentation to ultimately receive U.S. Army Corps of Engineers (USACE) requisite permits, approvals, and Federal Assumption of Operations and Maintenance for a deepening project for the Corpus Christi Ship Channel. The AECOM work includes the preparation of a Section 204(f) Federal Assumption of Maintenance report, 33 U.S.C. 408 approval request, and Section 10/404 permit application for non-federal construction. The federal review process is lengthy and complicated, and the Government involvement during the development of these studies, reports, and applications is critical to gaining timely Government approval for the project. Therefore, staff is negotiating the attached Memorandum of Agreement with the Department of the Army to provide technical expertise and oversight review during the

permitting and feasibility study process. Staff estimates that the cost for the Department of the Army to provide these services is $100,000 to $200,000.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: The project conforms to the PCCA's Strategic Plan (Strategic Goal #2 – Provide Facilities and Services to Meet Customer Needs).

EMERGENCY: No. However, Department of Army participation needs to begin quickly in order to meet the project schedule.

FINANCIAL IMPACT:

STAFF RECOMMENDATION: Staff recommends the Commission adopt the attached resolution approving a Memorandum of Agreement with the Department of Army to provide technical expertise and oversight reviews for permitting and the Federal Assumption of Operations and Maintenance for the non-federal deepening of the Corpus Christi Ship Channel. Staff further requests authorization to provide funds to the Government to support this effort in an amount not to exceed $200,000.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Sarah Garza
	Dan Koesema
Legal	Dane Bruun
Senior Staff	John LaRue
	Sean Strawbridge
	Dennis DeVries

LIST OF SUPPORTING DOCUMENTS:

Resolution
Memorandum of Agreement

RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF THE ARMY AND THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

WHEREAS, a Memorandum of Agreement between the Department of the Army (the "Government"), and the Port of Corpus Christi Authority of Nueces County, Texas ("PCCA") has been presented to PCCA's Port Commission for approval; and

WHEREAS, Section 204(c) of the Water Resources Development Act ("WRDA") of 1986, as amended, authorizes the Secretary of the Army ("Secretary") to undertake all necessary studies and engineering for construction to be carried out by the Non-Federal interest and to provide technical assistance in obtaining necessary permits for construction if the Non-Federal interest contracts with the Secretary to furnish funds for the studies, engineering, or technical assistance; and

WHEREAS, the Government will provide technical expertise and oversight reviews of the design requirements, economic analysis, and environmental considerations in order to meet guidelines for Federal Assumption of Operation and Maintenance pursuant to Section 204(f) of WRDA 1986, as amended, and for the evaluation of requests under 33 U.S.C 408 for Non-Federal deepening of portions of the Corpus Christi Ship Channel; and

WHEREAS, PCCA is authorized by Section 60.152 of the Texas Water Code, as amended, to enter into the Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PORT COMMISSION OF THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, THAT:

Section 1. The Port Commission hereby finds and determines that it is necessary and advisable that PCCA enter into the Memorandum of Agreement in substantially the form presented to this meeting.

Section 2. The Memorandum of Agreement, in substantially the form presented to this meeting, is hereby approved, and the Chief Executive Officer is hereby authorized and directed, for and on behalf of PCCA, to execute the Memorandum of Agreement.

Section 3. The Chairman, the Vice Chairman, the Secretary, and the Chief Executive Officer are each hereby severally authorized and directed to execute, attest, seal and deliver any and all additional certificates, documents or other papers and to do any and all things deemed necessary to carry out the intent and purposes of this Resolution.

Section 4. This Resolution is hereby adopted by the Port Commission on July 17, 2018.

DRAFT

MEMORANDUM OF AGREEMENT BETWEEN PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS AND THE DEPARTMENT OF THE ARMY

ARTICLE I - PURPOSE AND AUTHORITY

This Memorandum of Agreement ("MOA") is entered into by and between the U.S. Department of the Army ("DA") and the Port of Corpus Christi Authority of Nueces County, Texas ("Port Authority") ("the parties") for the purpose of establishing a mutual framework governing the respective responsibilities of the parties for the provision of DA goods and services including furnishing technical expertise and oversight reviews of the design requirements, economic analysis, and environmental considerations in order to meet guidelines for Federal Assumption of Operation and Maintenance pursuant to Section 204(f) of the Water Resource Development Act (WRDA) of 1986, as amended, and for the evaluation of requests under 33 U.S.C 408 for the non-federal deepening of portions of the Corpus Christi Ship Channel. This MOA is entered into pursuant to Section 204(c) of WRDA 1986, as amended.

ARTICLE II - SCOPE

Goods and services which the DA may provide under this MOA include, but are not limited to, furnishing technical expertise and oversight reviews of the design requirements, economic analysis, and environmental considerations in order to meet guidelines for Federal Assumption of Operation and Maintenance, and for the evaluation requests under 33 U.S.C 408 for the non-federal deepening improvements to the Corpus Christi Ship Channel, and such other related goods or services as may be agreed upon in the future. The Port Authority will submit a report to the DA, and request approval of the project with the provision that the DA shall be responsible for the operation and maintenance of the deepened portions of the Corpus Christi Ship Channel, in accordance with Section 204(f) of WRDA 1986, as amended. Under this MOA, the DA will meet periodically with the technical team of the Port Authority; review in-progress design analysis and assumptions; provide technical comments with references for technical regulations and requirements; and research data required to adhere to Federal policies and regulations. The DA will provide a team of experts in economic and environmental processes that will meet upon request with the Port Authority's team to review data and provide technical advice and oversight. In preparing the report the provisions of ER 1165-2-124, issued pursuant to WRDA 1986 shall be followed. In the DA's performance of work for the Port Authority, the provisions of ER 1140-1-211 shall be followed.

Nothing in this MOA shall be construed to require the Port Authority to use the DA or to require the DA to provide any goods or services to the Port Authority, except as may be set forth in Support Agreements ("SA(s)").

ARTICLE III - INTERGOVERNMENTAL COMMUNICATIONS

To provide for consistent and effective communication between the DA and the Port Authority, each party shall appoint a Principal Representative to serve as its central point of contact

on matters relating to this MOA. Additional representatives may also be appointed to serve as points of contact on SAs.

The Port Authority appoints Daniel J. Koesema, P.E., CFM as Principle Representative to serve as its central point of contact. His address is 222 Power Street, Corpus Christi, Texas, 78401, and his telephone number is (361) 885-6138.

The DA appoints Nick Laskowski as Principle Representative to serve as its central point of contact. His address is 2000 Fort Point Road, P.O. Box 1229, Galveston, Texas, 77553, and his telephoned number is (409) 766-3168.

ARTICLE IV - SUPPORT AGREEMENTS

In response to requests from the Port Authority for DA assistance under this MOA, the DA and the Port Authority shall conclude mutually agreed upon written SAs. Those SAs must be on either Engineer Form 4914-R or similar document containing the same information as Department of Defense Form 1144. SAs must include:

-a detailed scope of work statement;
-schedules;
-funding arrangements;
-the amount of funds required and available to accomplish the scope of work as stated above; and
-the Port Authority's fund citation and the date upon which the cited funds expire for obligation purposes;

The following must be addressed in each SA, or in this MOA:

-identification of individual project managers;
-identification of types of contracts to be used (if known);
-types and frequencies of reports;
-identification of which party is to be responsible for government-furnished equipment, contract administration, records maintenance, rights to data, software and intellectual property, and contract audits;
-procedures for amending or modifying the SA; and
-such other particulars as are necessary to describe clearly the obligations of the parties with respect to the requested goods and services.

Goods or services shall be provided under this MOA only after an appropriate SA has been signed by a representative of each party authorized to execute that SA. Upon signature by each parties' representative, a SA shall constitute a valid order under [cite statute here]. In the case of conflict between this MOA and a SA, this MOA shall control.

ARTICLE V - RESPONSIBILITIES OF THE PARTIES

A. Responsibilities of the Department of the Army

1. The DA shall provide the Port Authority with goods or services in accordance with the purpose, terms, and conditions of this MOA and with specific requirements set forth in SAs and implementing arrangements.

2. The DA shall identify authorized DA representatives to sign SAs.

3. The DA shall use its best efforts to provide goods or services either by contract or by in-house effort.

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

5. The DA shall inform the Port Authority of all contracts entered into under each SA.

B. Responsibilities of the Port Authority

1. The Port Authority shall certify, prior to the execution of each SA under this MOA, that the SA complies with the requirements of OMB Circular A-97 [for orders under 31 U.S.C. § 6505] or ER 1140-1-211 [for orders under 10 U.S.C. § 3036(d)].

2. The Port Authority shall pay all costs associated with the DA's provisions of goods or services under this MOA and shall certify, at the time of signature of a SA, the availability of funds necessary to accomplish that SA.

3. The Port Authority shall ensure that only authorized Port Authority contracting officers sign SAs.

4. The Port Authority shall develop draft SAs to include scope of work statements.

5. The Port Authority shall obtain for the DA 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 VI - FUNDING

The Port Authority shall pay all costs associated with the DA's provision of goods or services under this MOA. The Port Authority shall provide the full amount of funds estimated to cover the above obligations for each SA by either (1) delivering a check payable to "FAO, USAED, Galveston" to the District Commander, or (2) verify to the satisfaction of the DA that the Port Authority has deposited the required funds in an account acceptable to the DA. Funds will be deposited with the U.S. Treasury prior to incurrence of any obligation by the DA.

If the DA forecasts its actual costs under a SA to exceed the amount of funds available under that SA, it shall promptly notify the Port Authority of the amount of additional funds necessary to

complete the work under that SA. The Port Authority shall either provide the additional funds to the DA, 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 a SA, the DA shall conduct an accounting to determine the actual costs of the work. Within 30 days of completion of this accounting, the DA shall return to the Port Authority any funds advanced in excess of the actual costs as then known, or the Port Authority shall provide any additional funds necessary to cover the actual costs as then known. Such an accounting shall in no way limit the Port Authority's duty in accordance with Article X to pay for any costs, such as contract claims or other liability, which may become known after the final accounting.

ARTICLE VII - 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 DA shall be governed by DA policies and procedures.

ARTICLE VIII - CONTRACT CLAIMS AND DISPUTES

All claims and disputes by contractors arising under or relating to contracts awarded by the DA shall be resolved in accordance with Federal law and the terms of the individual contract. The DA 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 § 601-613). The Armed Services Board of Contract Appeals (ASBCA) or its successor is designated as the appropriate board of contract appeals. In lieu of appealing to the ASBCA or its successor, the contractor may bring an action directly to the United States Court of Federal Claims.

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

ARTICLE IX - DISPUTE RESOLUTION

The parties agree that, in the event of a dispute between the parties, the Port Authority and the DA shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this MOA.

ARTICLE X - RESPONSIBILITY FOR COSTS

Subject to the provisions of Article XII of this MOA, the Port Authority shall hold and save the DA free from all damages arising from the goods or services provided by DA pursuant to this MOA, except for damages due to the fault or negligence of the DA or its contractors.

Notwithstanding the above, this MOA does not confer any liability upon the Port Authority for claims payable by the DA under the Federal Torts Claims Act. Provided further that nothing in this MOA is intended or will be construed to create any rights or remedies for any third party and no third party in intended to be a beneficiary of this MOA.

ARTICLE XI - PUBLIC INFORMATION

Justification and explanation of the Port Authority's programs before other agencies, departments, and offices shall be the responsibility of the Port Authority. The DA may provide, upon request, any assistance necessary to support the Port Authority's justification or explanations of the Port Authority's programs conducted under this MOA. In general, the Port Authority is responsible for all public information. The DA may make public announcements and respond to all inquiries relating to the ordinary procurement and contract award and administration process. The Port Authority or the DA 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 XII - OBLIGATIONS OF FUTURE APPROPRIATIONS

The Port Authority intends to fulfill its obligations under this MOA. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by the Commissioners of the Port of Corpus Christi Authority of Nueces County, Texas, where creating such an obligation would be inconsistent with Article 16, Section 59(c) of the Constitution of the State of Texas. If the Port Authority is unable to, or does not, fulfill its obligations under this MOA, the DA may exercise any legal rights it has to protect the DA’s interests.

ARTICLE XIII - MISCELLANEOUS

A. Other Relationships or Obligations

This MOA shall not affect any pre-existing or independent relationships or obligations between the Port Authority and the DA.

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 XIV - 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 Port Authority shall continue to be responsible for all costs incurred by the DA under this MOA and for the costs of closing out or transferring any on-going contracts.

ARTICLE XV - EFFECTIVE DATE

This MOA shall become effective when signed by both the Port Authority and the DA.

U.S. DEPARTMENT OF THE ARMY	PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS
_____	_____
Lars Zetterstrom Colonel, Corps of Engineers District Engineers	Sean C. Strawbridge Chief Executive Officer Port of Corpus Christi Authority of Nueces County, Texas
DATE:_____	DATE:_____

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: Beatriz Rivera, PE, Environmental Engineer
brivera@pocca.com
(361) 885-6139

Approve a Professional Engineering Services Contract with Wood Environment and Infrastructure Solution, Inc. for an Amount of $190,000 For Engineering Services Related to the Design of Phase II (Final Phase) Storm Water Quality Improvements at the Bulk Terminal.

SUMMARY: Staff requests approval of a Professional Engineering Services Contract with Wood Environment and Infrastructure Solution, Inc. for an amount of $190,000 for engineering services related to the design of Phase II (final phase) storm water quality improvements at the Bulk Terminal.

BACKGROUND: The proposed Phase II storm water quality improvements at the Bulk Terminal were identified through the third party environmental study completed in 2014. The study identified several long-term improvements in the storm water management system necessary to effectively control contribution of pollutants to the ship channel from storm water runoff and ensure compliance with the storm water discharge general permit in effect at the Bulk Terminal. In order to advance construction of the critical elements the recommendations were separated into two phases of design and implementation. This phase will complete the remaining environmental improvements necessary to address storm water runoff from the facility.

In July 2017, the Port Commission authorized the award of a construction contract to JM Davidson Ltd. for Phase I Storm Water Quality Improvements at the Bulk Terminal. The Phase I construction project is currently at 15% completion. The 2018 Budget included $200,000 for the design of the recommended Phase II improvements at the Bulk Terminal.

Through the 2018 Request for Qualifications, statements of qualifications of engineering firms interested in this project were reviewed and Wood Environment and Infrastructure Solution, Inc. was identified as the best qualified firm for design of this project. An Engineering Service Contract to complete Phase II scope design was negotiated for an amount not to exceed $190,000.

ALTERNATIVES: There are no alternatives for procuring these design services as this procurement followed the Port's procurement policy.

CONFORMITY TO PORT POLICY: Conforms to Strategic Plan Goal #5 (Be An Environmental Leader), Strategic Objective 5B (Continue to Meet and Exceed Regulatory Standards), Action Item 1 (Implement Environmental Standards Port-wide). The storm water quality improvements at the Bulk Terminal also support the Port's Environmental Policy promoting environmental sustainability and water quality improvements.

EMERGENCY: N/A

FINANCIAL IMPACT: The project is included in the 2018 budget.

STAFF RECOMMENDATION: Staff recommends approval of the Professional Engineering Services Contract with Wood Environment and Infrastructure Solution, Inc. in the amount of $190,000 for design of the Phase II (final phase) storm water quality improvements at the Bulk Terminal.

DEPARTMENTAL CLEARANCES:

Originating Department	Environmental Planning & Compliance
Reviewed By	Sarah Garza Beatriz Rivera
Legal	Used Standard Engineering Services Contract
Senior Staff	John LaRue Sean Strawbridge

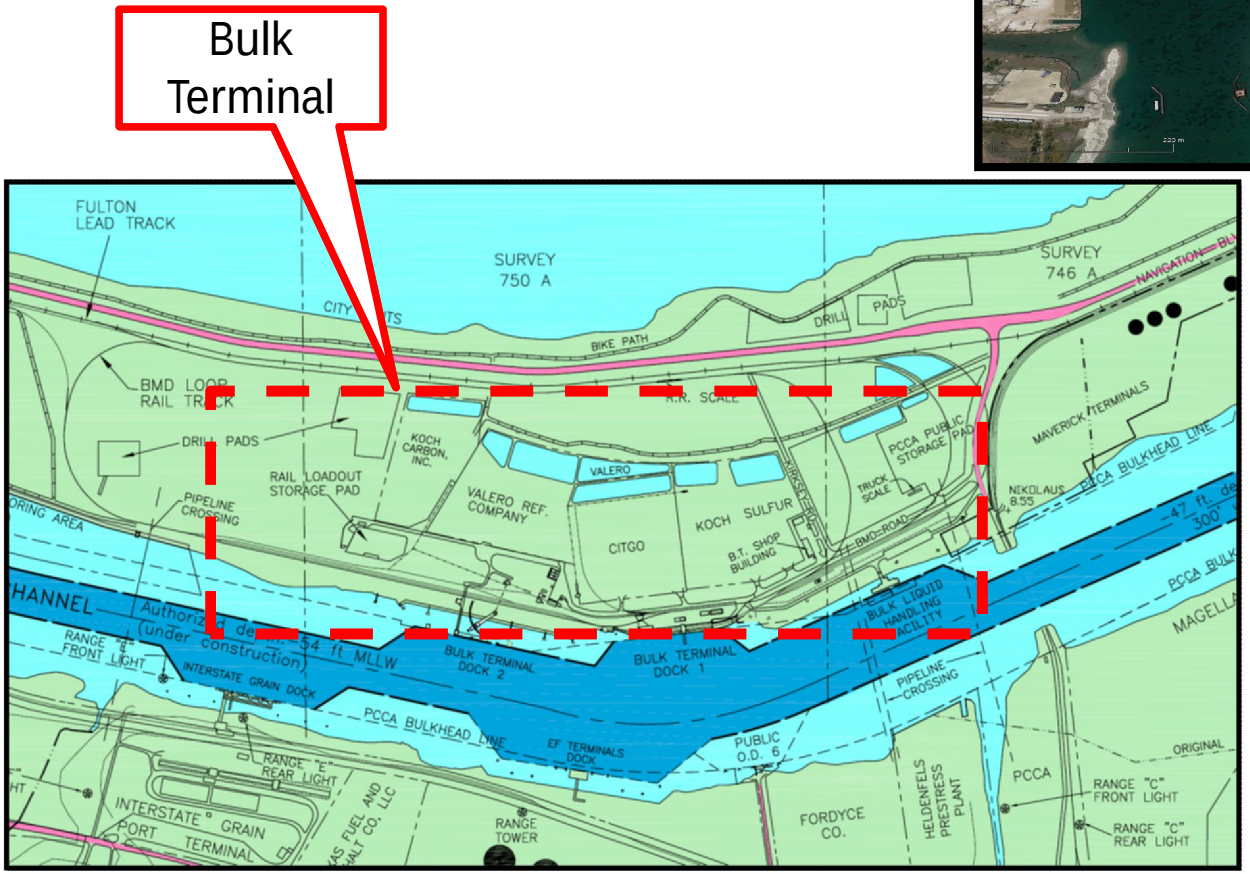
LIST OF SUPPORTING DOCUMENTS:

Professional Engineering Services Contract with Wood Environment and Infrastructure Solution, Inc.
BT Phase II Storm Water Project Location Map

PORT CORPUS CHRISTI®
Moving America's Energy

BT Storm water Phase II Project





PROFESSIONAL ENGINEERING SERVICES CONTRACT

THIS CONTRACT (the "Contract") is made and entered into effective as of the 17 day of July, 2018 ("Effective Date") by and between the Port of Corpus Christi Authority of Nueces County, Texas ("Authority"), and Wood Environment and Infrastructure Solutions, Inc. ("Engineer"), each a "Party" and collectively as "Parties".

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. CONTRACT: Authority hereby engages the Engineer and the Engineer hereby accepts its engagement for the purpose of providing to Authority the engineering services ("Services") as are generally described in the "Scope of Services" set forth in Exhibit A to this Contract which is incorporated herein by reference. Engineering designs, reports, drawings and specifications prepared hereunder will be sealed by a Registered Professional Engineer licensed to practice in the State of Texas and in accordance with applicable provisions of the Texas Engineering Practice Act and Rules of the Texas Board of Professional Engineers.

2. PERIOD OF SERVICE: The Engineer shall complete the Services on or before April 30, 2019(the "Deadline"), unless the Authority agrees to extend the Deadline for good reason; provided, however, that the Authority may terminate this Contract at any time in accordance with Section 14. Time is of the essence in performance of this Contract. There will be no obligation established between Authority and the Engineer for performance of the Services until Authority provides the Engineer with a written notice to proceed which shall be issued upon execution of this Contract and receipt by the Authority of appropriate Certificates of Insurance and other documentation as may be required herein. The term of this Contract ("Term") shall begin on the Effective Date and shall end on the first to occur of the following: (1) the Deadline, as the same may have been extended by the Authority, (2) the date on which, in the opinion of Authority, all of the Services have been rendered, (3) the date on which this Contract is terminated by the Authority pursuant to Section 14, or (4) the date on which this Contract is terminated by the Engineer pursuant to Section 14.

3. COORDINATION OF SERVICES BY AUTHORITY: Authority shall designate a Project Representative who will, on behalf of Authority, coordinate with the Engineer and administer this Contract. It shall be the responsibility of the Engineer to coordinate all assignment-related activities with the Project Representative.

For the purposes of this Contract, the Project Representative shall be:

Beatriz Rivera
Port of Corpus Christi Authority
222 Power Street
Corpus Christi, TX 78401
(361) 885-6639

Authority may change the Project Representative at any time by giving the Engineer written notice of such change.

4. NOTICES: Notices, demands, requests or other formal communication related to the Contract shall be deemed to have been given when received, whether delivered personally or mailed. E-mail communications may be considered as formal notification provided the e-mail message states the message is intended as a formal notice and the receiving Party acknowledges receipt of the message as a formal notification. Notices shall be addressed as follows:

If to the Authority: Sean Strawbridge
Chief Executive Officer
Port of Corpus Christi Authority
222 Power Street
Corpus Christi, Texas 78401
E-mail: sstrawbridge@pocca.com

If to the Engineer: Dave R. Hoffman
Vice President, Houston Branch Manager
Wood Environment and Infrastructure Solution, Inc.
E-mail: david.hoffman@woodplc.com

Either Party may change the mailing or E-mail address for notifications by providing written notice of such change to the other Party.

5. CHANGES: This Contract may be changed or modified at the request of either the Engineer or the Authority, provided both Parties agree to the requested change, and a written amendment or modification of this Contract is prepared and executed by the Parties.

6. ENGINEER'S RESPONSIBILITIES: In addition to all other obligations contained herein, the Engineer agrees, warrants, and represents that:

6.1 The Engineer will furnish all material, equipment, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services, except as otherwise mutually agreed by the Parties;

6.2 The Engineer shall perform the Services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license;

6.3 The Engineer will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of Services;

6.4 The Engineer is not and will not be bound by any agreement and has not assumed nor will assume any obligation which would, in any way, restrict its ability to perform the Services or be inconsistent with the Services;

6.5 In performing the Services, the Engineer will not use any third party's confidential or propriety information, or infringe the rights of another party, nor will the Engineer disclose to the Authority, or bring onto the Authority's premises, or induce the Authority to use any third party's confidential or proprietary information;

6.6 The Engineer does not have the authority to act for the Authority, bind the Authority in any respect, or incur any debts or liabilities in the name of or on behalf of the Authority, except as otherwise expressly authorized in writing by the Authority;

6.7 Engineer's Opinions of probable cost or other forms of cost estimates will be based on the Engineer's experience, the design, and current market conditions to the extent practicable. Authority hereby acknowledges that Engineer cannot warrant that estimates of probable cost provided by Engineer will not vary from actual market prices obtained by Authority;

6.8 Engineer is an independent contractor for the performance of his duties under this Contract. Accordingly, the Engineer shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Engineer's activities in accordance with this Contract. Engineer is responsible for payment of the compensation, including any withholding, Social Security, or other taxes on such compensation, of any subcontractors retained by Engineer, or Engineer's employees performing work on the Project;

6.9 Engineer has and hereby retains full control of any supervision over the Engineer's obligations hereunder and over any persons employed or subcontracted by the Engineer for performing Services hereunder;

6.10 Engineer will in no way be considered an agent, partner, joint venturer, or employee of Authority at any time during the Term. Engineer will only render advice to Authority and will not undertake to commit Authority to any course of action in relation to a third party unless expressly requested and authorized to do so by the Authority in writing.

6.11 As of the Effective Date and at all times while providing Services hereunder, the Engineer shall possess and maintain in good standing any and all licenses or other authorizations and approvals necessary to perform the Services consistent with its status as an independent contractor and in compliance with all applicable laws and regulations;

6.12 Engineer may, with prior written approval of Authority, use representations of designs or other engineering services provided hereunder for promotional purposes. Authority reserves the right to review and approve, in advance of any publication or use, promotional materials containing reference to or images related to the work produced under this Contract.

7. COMPENSATION: The compensation to be paid Engineer for providing the Services shall be the compensation described in Exhibit B hereto, which is incorporated herein by reference; provided, however, the total paid to Engineer for the Services shall not exceed One

Hundred and Ninety Thousand Dollars ($190,000). Engineer will obtain the approval of Authority's Project Representative relative to incurring travel and other expenses before incurring such costs.

8. INVOICE PROCEDURE AND PAYMENT: Engineer shall submit invoices monthly to the Authority for work performed during the preceding calendar month. Such invoices shall be due and payable by Authority on or before thirty (30) days from receipt by Authority. Monthly compensation will be for the Services actually performed during the billing period, invoiced in accordance with the Fee Schedule included in Exhibit B. Invoices shall also describe any work performed by subcontractors retained by Engineer and reimbursable costs. Subcontractor cost mark-up shall not exceed five percent (5%). Engineer will provide sufficient detail with each invoice to substantiate the requested amount of monthly payment. At the Authority's request, Engineer will provide additional backup such as signed time sheets, invoices for materials and subcontracted service or other documentation sufficient to establish the accuracy of the invoices. Invoices are to be submitted in a format previously approved by Authority.

9. INSURANCE: Engineer shall procure and maintain at its sole expense, for as long as Engineer is obligated to provide Services under this Contract, the policies of insurance described in Exhibit C attached hereto and in at least the minimum amounts specified in Exhibit C to protect Engineer from claims which may arise out of or result from Engineer's Services pursuant to this Contract, whether such operations be by Engineer, by any subcontractor of Engineer, by anyone directly or indirectly employed by Engineer or Engineer's subcontractor, or by anyone for whose acts Engineer or Engineer's subcontractor may be liable. At least five (5) days prior to execution of this Contract, Engineer will provide to Authority's Risk Program Manager certificates of insurance issued by each insurance company providing any of the required insurance coverage, and the text entered in each certificate must be acceptable to Authority. The requirement to provide acceptable certificates of insurance is a material condition of this Contract, and work under this Contract will not commence until certificates of insurance have been received, reviewed, and accepted by Authority. The minimum limits of liability and coverage for the insurance required are set forth in Exhibit C attached hereto, which is incorporated herein by reference.

10. INDEMNIFICATION AND RELEASE. Engineer hereby releases and discharges Authority and its agents, servants, representatives, employees, officers, directors, and Port Commissioners (collectively, the "Authority Parties") from liability for and assumes the risk of loss or damage to the property of Engineer and the injury or death of any person employed by Engineer. Engineer shall defend, indemnify and hold harmless the Authority Parties from and against all damages, losses, costs and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim but only to the extent caused by the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subconsultants, or others for whom the Engineer is legally liable, in the performance of Services under this Contract. The Engineer is not obligated under this paragraph to indemnify the Authority Parties for the negligent acts of the Authority Parties.

Engineer's indemnity obligations under this Section 10 shall not be limited by a limitation on the amount or type of damages, compensation or benefits owed by Engineer to any employee of Engineer under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The obligations of the Engineer under this Section 10 shall survive the end of the Term of the Contract.

11. LIMITATION OF LIABILITY: Except as otherwise expressly provided herein, neither Party shall be liable or responsible to the other Party for any indirect, incidental or consequential loss or damage of any nature whatsoever (including, but not limited to, contract, negligence or tort liability) of the other Party, including without limitation, any actual or anticipated profits, loss of time, inconvenience, commercial loss or any other damages, even if the Party has advance notice of the possibility of such damages.

12. DISCLOSURE OF INTERESTED PARTIES: Engineer will comply with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas Ethics Commission Rules by preparing a Texas Form 1295, "Certificate of Interested Parties" and submitting the signed and notarized form to Authority at the time Engineer submits the signed contract to Authority.

13. ASSIGNMENT: Neither Authority nor Engineer will assign or transfer its interest in this Contract without the written consent of the other.

14. SUSPENSION OR TERMINATION: Authority may suspend or terminate this Contract for convenience with seven (7) days prior written notice to Engineer of such action. Upon termination of this Contract in accordance with this paragraph, Authority will have no further obligation to the Engineer hereunder except to pay the Engineer unpaid fees and expenses which the Engineer can reasonably show to have been earned under this Contract. **Under no circumstances may Engineer claim or recover consequential damages from Authority.**

In the event of suspension of Services, the Engineer shall resume the full performance of the Services when directed in writing to do so by Authority. Suspension of the Services for reasons other than the Engineer's negligence or failure to perform shall not affect the Engineer's compensation as provided for in this Contract. The schedule for performance of the Services shall be amended by a mutually agreed, written modification to this Contract to reflect the suspension.

Either Party may terminate this Contract by giving written notice to the other Party if the other Party ("Defaulting Party"): (a) materially breaches any term, condition or provision of this Contract and fails to cure the breach to the satisfaction of the notifying Party within ten (10) days after the Defaulting Party receives a written notice of the breach from the notifying Party, or (b) becomes the subject of any proceedings under state or federal law for the relief of debtors or otherwise becomes insolvent, or bankrupt, or makes any assignments for the benefit of one or more creditors.

15. DISPUTES: Each Party agrees that any dispute between the Parties relating to this Contract will first be submitted in writing to a panel of two senior executives of the Authority and Engineer, who shall promptly meet and confer in an effort to resolve such dispute through good

faith consultation and negotiation. Each Party's executive shall be identified by notice to the other Party, and may be changed at any time thereafter also by notice to the other. Any decisions of the executives will be final and binding on the Parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either Party may then refer such dispute to mediation.

If the Parties refer to mediation any controversy or claim arising out of or relating to this Contract or the existence, validity, breach or termination thereof, whether during or after its term, they shall select a mutually acceptable mediator within forty-five (45) days thereafter. Neither Party shall unreasonably withhold consent to the selection of a mediator. The Parties shall share equally the costs of mediation. If the Parties agree, they may substitute other forms of alternative dispute resolution. Any mediation shall not extend beyond thirty (30) days after the appointment of the mediator, and should the Parties fail to resolve any dispute by mediation within such 30-day period, the Parties shall have all rights available at law or in equity.

16. ATTORNEY'S FEES, DEFAULT: In the event Engineer or Authority breach any of the terms of this Contract and the Party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting Party agrees to pay reasonable attorney's fees and costs incurred by the prevailing Party.

17. STAFFING: Engineer will designate in writing to Authority its project representative, and the manner in which it will provide staff support for the project, which must be approved by Authority. Engineer must notify Authority's Project Representative of any change in personnel assigned to perform work under this Contract, and the Authority's Project Representative has the right to reject the person or persons assigned to fill the position or positions. The Authority's Project Representative shall also have the right to require the removal of the Engineer's previously assigned personnel, including Engineer's project representative, provided sufficient cause for such removal exists. The criteria for requesting removal of an individual will be based on, but not limited to, the following: technical incompetence, inability to meet the position's qualifications, failure to perform, poor attendance, ethics violation, unsafe work habits, or damage to Authority or other property. Upon notice for removal, Engineer shall replace such personnel with personnel substantially equal in ability and qualifications for the positions and shall submit the proposed replacement personnel qualification and abilities to the Authority, in writing, for approval.

18. OWNERSHIP OF WORK PRODUCT: Studies, plans, reports, surveys, drawings, specifications, cost estimates, computations and other information (collectively "Work Product") and documents prepared by the Engineer, subconsultants, and/or suppliers under this Contract will remain the Authority's property upon completion. This provision does not apply to pre-existing proprietary information of Engineer, subconsultants, and/or suppliers.

19. CONFIDENTIAL INFORMATION: It is understood that information developed by or communicated to Engineer in the performance of this Contract, as well as any and all information in whatever form or medium supplied to Engineer in connection herewith which is not generally available to the public is proprietary to the Authority and constitutes confidential information of the Authority. Engineer will make no oral or written disclosure of such information to third parties either during or after the term of this Contract, except as approved in writing by the

Authority's Project Representative or as otherwise required by law. In the event the Engineer becomes aware that confidential information must be disclosed under a legal requirement, Engineer will notify Authority of the requirement and the affected information.

20. FORCE MAJEURE: Neither Party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is delayed by any cause beyond the reasonable control of the affected Party. In the event of such a delay, the time for performance for the affected Party shall be extended for a period equal to the time lost during the delay, or the Contract may be terminated in accordance with terms herein should such delay be sufficient that termination is in the best interest of the Authority.

21. SEVERABILITY and WAIVER: If any part of this Contract is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Contract, and this Contract shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Contract. Further, the failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions or options on any future occasion.

22. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The Parties agree that venue of all claims and lawsuits arising out of this Contract shall lie in Nueces County, Texas.

23. OPEN RECORDS: The Authority is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the Authority is required to disclose to the public (upon request) this Contract and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Engineer agrees that the disclosure of this Contract or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the Authority as required by the Texas Public Information Act or any other applicable law will not expose the Authority (or any party acting by, through or under the Authority) to any claim, liability or action by the Engineer.

24. NO ORGANIZATIONAL CONFLICT OF INTEREST: Engineer hereby certifies that it has no actual or potential Organizational Conflict of Interest. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons or entities, the Engineer is unable or potentially unable to render impartial assistance or advice to Authority or the Engineer's objectivity in performing the services under this Contract is or might otherwise be impaired. Engineer agrees to immediately notify Authority of any actual or potential Organizational Conflict of Interest that develops during the term of this Contract. Engineer agrees that Authority may terminate this Contract immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Contract.

25. DEFAMATION: The Parties covenant and agree that in no event, and at no time during the Term or at any time thereafter, shall either of them disparage, denigrate, slander, libel

or otherwise defame the other or the other's businesses, services, properties or assets, or employees, personnel, agents, or representatives.

26. HEADINGS: All Section headings or other titles used in this Contract are used solely for convenience and shall not affect or be used in connection with the interpretation or construction of this Contract.

27. ENTIRETY OF CONTRACT: This writing embodies the entire Contract and understanding between the Parties hereto, and there are no other contracts or understandings, oral or written, between them with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing and signed by both Parties hereto.

[Signature page follows this page]

IN WITNESS WHEREOF, this Contract is made effective as of the Effective Date.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____

Name: Sean Strawbridge

Title: Chief Executive Officer

Date: _____

"Authority"

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.

By: Dave R Hoff

Name: Dave R. Hoffman

Title: Vice President

Date: 7/9/18

"Engineer"

EXHIBIT A

SERVICES

The Engineer will perform the following services in accordance with the terms and conditions set forth in this Contract:

The Engineer will evaluate the need for the below storm water quality improvements and in cooperation with the Authority project team determine which elements may needed.

- Re-design public pad ponds with four bay settlement chamber on south ponds
- Design removal of top 2 to 3 ft. of existing material from Authority right-of-way that are adjacent to common roadways and the existing storm system and replace with clean material, including top soil and drought resistant vegetation
- Evaluate and design grates on all drive ways connecting pad sites to shared right-of-ways
- Design paving of existing earthen, grass-lined drainage channels and ditches within common areas to allow for maintenance and evaluate need for a new filtration system design at outfall to eliminate current temporary BMPs
- Design containment to eliminate potential contributions to storm water conveyances from truck wash area and loading operations
- Design a permanent designated storage area for the collection of materials pending disposal which are swept from roadways, cleaned from drainage system, and dredged from evaporation ponds. Location options based on available space and efficient operations are to be included in the design.
- Design pavement and curbing for the area around the ship loader to capture runoff from areas where pet coke is deposited. Provide an upgraded design for an existing patchwork concrete containment location in the area.
- Design outfall leading from public pad ponds to the ship channel near entrance to facility with gate valve system that allows for controlled release of settled water.
- Design additional pond capacity at public pad ponds
- Design a facility truck wash system to work effectively in washing trucks serving the facility.

Task 1: Kick-off Meeting

A kick-off meeting will be held between the Engineer and Authority to fully understand the scope of work and project expectations. The Engineer personnel will prepare a PowerPoint presentation for the meeting, and will prepare meeting minutes detailing direction from Authority for the project.

Task 2: Site Visit

Following the kick-off meeting, The Engineer will coordinate a site visit to walk the facility and fully understand the scope of work. Following this visit, The Engineer will provide

recommendations in the form of a memorandum concerning improvements that will resolve the potential compliance issues.

Task 2: Design Packages

Following agreement on the scope of work, the Engineer will proceed with preparation of the draft design documents. The Engineer will prepare a design drawing package suitable for bid by local construction firms. The package will follow the Authority Project Manual and will include:

- Construction drawings
    - General storm water controls during construction
    - Memorandum and modelling reports indicating the basis of design, expected flows, velocities, direction of flow
    - Civil base drawings and details sufficient for bid and construction
    - Plot Plants
    - Profile and Elevation drawings
    - Details of Selected equipment, appurtenances, Inserts, or prefabricated construction material
    - Pond improvements and details
- Technical specifications
- Notice to bidders, bid and bid breakdown sheet
- Special conditions
- Division pages
- Agreement
- Bond forms

Task 3: Meetings

Up to two meetings will be held during the project to provide updated information and receive direction from Authority. Engineer will attend meetings, create necessary handouts/presentation slides, and prepare meeting minutes. Weekly telephone updates will be held with minutes of meeting and action list updates distributed in a timely manner. The project schedule will also be updated weekly.

Task 4: Project Management

Engineer staff will provide project management support for the duration of this project, including cost and schedule updates and task coordination. It is assumed that weekly teleconferences will be held with key staff.

Task 5: Project Construction Cost Estimate

Engineer will prepare a Class 4 internal cost estimate for the project. The expected range of accuracy will be +/-15%

Deliverables:

- Provide meeting minutes and action list updates within 2 days after each meeting.
- Preliminary Design Phase documents in "pdf"/ "word" formats and hardcopy.
- 60% Design documents, Specifications and bidding-related documents in "pdf"/ "word" formats and hardcopy.
- 90% Design, Specifications and bidding-related documents in "pdf"/ "word" formats and hardcopy.
- Issue Final Drawings, Specifications and bidding-related documents in "pdf" format and hardcopy.

Schedule:

Engineer will conduct this project over a 5 month schedule.

Action	**Schedule**	**Date**
Preliminary Design Phase	55 days following notice to proceed.	September 11, 2018
60% Design Documents	90 days following notice to proceed.	October 16, 2018
90% Design Documents	120 days following notice to proceed.	November 15, 2018
Final Engineering Documents	140 days following notice to proceed.	December 5, 2018
Final Construction Contract Documents	150 days following notice to proceed.	December 15, 2018

EXHIBIT B

FEE SCHEDULE

The Engineer will perform the Services described in Exhibit A in accordance with the terms and conditions of this Contract on an hourly fee basis; provided, however, that the total fee for services rendered under this Agreement will not to exceed $190,000, without Authority's written approval. Services provided by Engineer will be billed at the hourly rates specified in Exhibit B. These fees will cover all of Engineer's overhead costs, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges.

Task	Scope of Work	Hours	Cost	Estimated Travel Expenses
1	Kick-0ff Meeting Basis of Design	36	$7,452	$ 1,359.00
2	Basis of Design	11	$1,581	$ 2,718.00
2.1	Re-design public pad ponds	61	$7,616	$ -
2.2	Design removal of top 2-3 ft of material from ROWs/ Re Evaluate & Design Grates	143	$16,092	$ -
2.3	Evaluate & Design Grates	119	$13,332	$ -
2.4	Design Paving of Channels	103	$11,672	$ -
2.5	Design Containment of truck wash & Loading areas	119	$13,332	$ -
2.6	Design permanent storage area	195	$21,094	$ -
2.7	Design pavement & curbing around ship loader	187	$20,326	$ -
2.8	Design Outfall	187	$20,326	$ -
2.9	Design Additional Pond Capacity	151	$16,408	$ -
2.1	Design Facility Truck Wash System	153	$16,582	$ -
3	Meetings - 2	42	$7,478	$ 1,764.00
4	Project Management	76	$10,868	$ -
		1583	$184,159	$5,841
	TOTAL	$190,000		

The Authority agrees to reimburse the Engineer for certain authorized and approved travel expenses incurred by the Engineer during the Term and directly resulting from the Engineer's performance of the Services under this Contract. Reimbursement for lodging and meals may not exceed the maximum allowable per diem rates for domestic or foreign travel as set by the U.S. Department of Defense, Defense Travel Management Office. Lodging and meal per diem rates for specific locations (foreign and domestic) may be found at: http://www.defensetravel.dod.mil/site/perdiemCalc.cfml. Authority will also reimburse the Engineer for document production costs and other direct costs (collectively, "Direct Costs") incurred by the Engineer in performing the Services. The Engineer shall submit proper documentation of any such approved travel expenses and Direct Costs to Authority from time to time, and such costs and expenses shall be billed to Authority at Engineer's actual cost.

Not later than the twentieth (20th) day of each calendar month, Engineer shall submit to Authority detailed invoices for all services performed and Direct Costs incurred, if any, pursuant to this Agreement during the prior calendar month. The invoices shall describe in detail the Services performed during the prior month and shall list the days and hours worked, the hourly rates charged, pre-approved Direct Costs, milestone achievements, tasks performed or completed,

and the Services performed during each day of the prior month. Authority shall review the invoices and notify Engineer in writing (including email) within twenty (20) days of any disputed amounts.

Should this Contract be terminated for any reason, the Engineer will be paid all fees earned up to the termination date and any approved direct expenses incurred.

The fees listed on Exhibit B will remain in effect throughout the duration of this contract.

Attachment to Exhibit B

RATE SCHEDULE

PROFESSIONAL SERVICES

CLASSIFICATION	RATE/HOUR
Principal (Process Specialist)	$220.00
Senior Associate Sr. Project Manager)	$210.00
Associate (Project Manager)	$191.00
Senior Professional 2 (Supervisor)	$174.00
Senior Professional 1 (Project Engineer)	$158.00
Technical Professional 3*	$128.00
Technical Professional 2*	$115.00
Technical Professional 1*	$110.00

TECHNICIAN SERVICES

CLASSIFICATION	RATE/HOUR
Technician 6	$105.00
Technician 5	$92.00
Technician 4	$87.00
Technician 3	$75.00
Technician 2	$69.00
Technician 1	$59.00

ADMINISTRATIVE SERVICES

CLASSIFICATION	RATE/HOUR
Administrative Level 6	$92.00
Administrative Level 5	$87.00
Administrative Level 4	$82.00
Administrative Level 3	$69.00
Administrative Level 2	$64.00
Administrative Level 2	$59.00

OTHER DIRECT EXPENSES		
Travel Expenses	Transportation (mileage, air travel, car rental, etc.), lodging, meals, & incidental expenses	Cost
Subcontract Expenses	Supplies or services furnished to Wood in support of project activities by any supplier or firm, except temporary agency or consultant staff charged at above hourly rates	Cost plus 5%
Direct Expenses	Other expenses in support of project activities	Cost plus 5%

EXHIBIT C

INSURANCE

Without limiting the indemnity obligations or liabilities of Engineer or its insurers, provided herein, Engineer agrees to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum amounts as follows:

	TYPE OF INSURANCE	LIMITS OF LIABILITY
A.	Workers' Compensation	Statutory
B.	Employer's Liability	$1,000,000 per Occurrence $1,000,000 Aggregate
C.	Commercial General Liability	$1,000,000 per Occurrence $2,000,000 Aggregate

The CGL Policy will provide contractual liability coverage at the aforementioned limits.

D.	Business Automobile Liability	$500,000 per Occurrence

Automobile liability insurance coverage will include all owned, non-owned, and hired vehicles.

E.	Professional Liability	$1,000,000

Engineer will procure and maintain professional liability insurance for protection from claims arising out of performance of its Services under this Contract caused by any error, omission, or act for which the Engineer is legally liable. Policies written on a claims-made basis shall have an extended reporting period of at least two (2) years beyond termination of the Contract.

Each policy, except Professional Liability, must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, its Port Commissioners, officers and employees ("Authority Parties"). Additionally, the Authority Parties shall be designated as an Additional Insured either by a blanket additional insured or a specific endorsement on all policies, except for Worker's Compensation, Employer's Liability, and Professional Liability. In the event that the work of Engineer's employees fall within the purview of the United States Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or the Federal Employer's Liability Act, Engineer shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts.

Each policy, except Workers' Compensation and Professional Liability, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insureds with respect to claims arising under this Contract.

The insurance required as listed above, shall apply to any contractor or subcontractor performing for or on behalf of Engineer, and Engineer shall ensure that any such subcontractor is aware of and is in compliance with the insurance requirements during any period such contractor is performing work under this Contract.

The minimum insurance required may be increased periodically upon request by Authority to commercially reasonable limits**.** The company writing each of the Policies must possess a current rating with A.M. Best Company of at least "A-, VII".

Engineer's liability shall not be limited to the specified amounts of insurance required herein.

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: Sam Esquivel, Real Estate Services Manager
Sam@pocca.com
(361) 885-6140

Approve an Amendment of Pipeline Easement Agreement with Texas Petroleum Investment Company, to Extend the Term an Additional 10 years for a 3 inch Pipeline Located on the West Side of the Bulk Terminal, Nueces County, Texas.

SUMMARY: Texas Petroleum Investment Company (TPIC) representatives are requesting a 10-year extension for a 3 inch pipeline that connects production pads on the north side of Inner Harbor. The easement connects TPIC's pad site located inside the loop rail track west of the Bulk Terminal to an EOG production pad located north of Bulk Terminal on the north side of Fulton Corridor, as depicted on the attached map.

BACKGROUND: On August 12, 2008 the Port of Corpus Christi Authority (PCCA) approved a Pipeline Easement with Texas Petroleum Investment Company for a 3-inch pipeline connecting TPIC's pad site located inside the loop rail track west of the Bulk Terminal to EOG production pad located north of Bulk Terminal on the north side of Fulton Corridor. The 2008 TPIC easement agreement contains relocation language that TPIC's will not interfere with the PCCA's future development in the area.

ALTERNATIVES: Do not approve

CONFORMITY TO PORT POLICY: This project is consistent with the PCCA Strategic Plan (Strategic Goal #2 – Provide facilities and services to meet customer needs to provide surface infrastructure and services to support maritime and industrial development).

EMERGENCY: N/A

FINANCIAL IMPACT: The easement fee will be $67,288.51, based on 380.7 rods at a per rod rate of $176.75.

STAFF RECOMMENDATION: Staff recommends approval of Amendment of Pipeline Easement Agreement with Texas Petroleum Investment Company to Extend the Term an Additional 10 years.

DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate
Reviewed & Approved	Sam Esquivel Kent Britton
Engineering	David L. Krams P.E.
Legal	Bruce Hawn
Senior Staff	Sean Strawbridge John LaRue Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
EOG Pipeline Relocation Agreement

Approve an Amendment of Pipeline Easement Agreement with Texas Petroleum Investment Company, to Extend the Term an Additional 10 years for a 3 inch Pipeline Located on the West Side of the Bulk Terminal, Nueces County, Texas.



AMENDMENT OF
PIPELINE EASEMENT

This **AMENDMENT OF PIPELINE EASEMENT** ("**Amendment**") is made effective as of July 10, 2018 ("**Amendment Date**") by and between the **PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS**, pursuant to authorization by its Port Commissioners (sometimes hereinafter called "**Authority**"), and **TEXAS PETROLEUM INVESTMENT COMPANY**, a Texas corporation, whose principal address is 5850 San Felipe, Ste. 250, Houston, Texas 77057 (hereinafter referred to as "**Grantee**"). Authority and Grantee are sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties**".

WHEREAS, Authority granted to Grantee that certain unrecorded pipeline easement dated August 12, 2008 across lands owned by Authority in Nueces County, Texas out of State Tracts 689A, 750A, and 746A, Section 939 for a three-inch (3") pipeline. The centerline description of the pipeline is more particularly described in Exhibit "A" and is depicted in Exhibit "B", all of which are attached hereto and incorporated herein (the "**2008 Easement**");

WHEREAS, any capitalized term used in the Amendment and not defined herein shall have the meaning given to it in the respective 2008 Easement; and

WHEREAS, Authority and Grantee now wish to amend the 2008 Easement.

NOW, THEREFORE, for and in consideration of the agreements set forth herein, effective as of the Amendment Date the Parties hereby agree as follows:

1. The following third paragraph of the 2008 Easement is amended in its entirety to read as follows:

> **TO HAVE AND TO HOLD** unto Grantee, its successors and assigns, the rights and privileges hereby conveyed for ten (10) years beginning on the 10th day of July 2018 and ending at midnight on the 9th day of July 2028, providing the pipeline remains in active use for the transmission of oil, gas or any of its products, subject to the exceptions and reservations herein set forth, and upon the following covenants and conditions which are a part of the consideration for this grant, which covenants and conditions by its acceptance hereof Grantee covenants and agrees to keep and perform.

2. Section B of the 2008 Easement is hereby amended to read in its entirety as follows:

> B. Fee. During the term of this agreement, Grantee will pay to the Authority a fee in the amount of Sixty-Seven Thousand, Two Hundred Eighty-eight and 51/100 Dollars ($67,288.51) payable in advance.

3. Section G of the 2008 Easement is hereby amended to read in its entirety as follows:

> G. Insurance. Without limiting the indemnity obligations or liabilities of Grantee, or its insurers, provided herein, Grantee agrees at all times this

Agreement is in effect to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum amounts and comply with the other requirements set forth in Exhibit "C" attached hereto and incorporated herein by reference.

4. Exhibit "C" attached hereto is hereby incorporated into the 2008 Easement.

5. Section H. of the 2008 Easement is hereby deleted in its entirety.

6. This Amendment shall be binding on the successors and assigns of the Parties.

7. Except as specifically amended hereby, all terms and conditions of the 2008 Easement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the 2008 Easement, the terms and conditions of this Amendment shall control.

8. This Amendment may be executed in multiple counterparts, each of which will be considered to be an original. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. The Parties may provide signatures to this Amendment by facsimile or Adobe ".pdf" file and such facsimile or Adobe ".pdf" file signatures shall be deemed to be the same as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Date.

"AUTHORITY"

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____
Sean C Strawbridge, Chief Executive Officer

"GRANTEE"

TEXAS PETROLEUM INVESTMENT COMPANY ROK

By: William H Crawford
Name: WILLIAM H. CRAWFORD
Title: As Secretary of Texas Petroleum Inv. Co. and Trustee of Crawford Family Living Trust, A Qualified Shareholder of Texas Petroleum Inv. Co.

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ day of _____, 2018, by SEAN C. STRAWBRIDGE, Chief Executive Officer of the Port of Corpus Christi Authority of Nueces County, Texas, on behalf of said Authority.

_____
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §
§
COUNTY OF ~~NUECES~~ Harris §

This instrument was acknowledged before me on the 27th day of June, 2018, by William Crawford, Secretary of Texas Petroleum Investment Company, a Texas for profit corporation, on behalf of said corporation.

_____
NOTARY PUBLIC, STATE OF TEXAS

CORI L. REESE
Notary Public, State of Texas
Comm. Expires 08-11-2020
Notary ID 130774287

EXHIBIT "A"
(Centerline Descriptions)

CENTERLINE PROPOSED PIPELINE EASEMENT
LEGAL DESCRIPTION

EXHIBIT "A"

A proposed pipeline easement out of State Tracts 689A, 750A, and 746A, Section 939, Submerged Land, Nueces Bay, as recorded in Volume 47, Page 84 of the Deed Records of Nueces County, Texas. The centerline of said proposed easement being more particularly described as follows;

COMMENCING at a Port of Corpus Christi Authority Survey Monument (BD2-2), **THENCE** North 39°22'59" West across said State Tract 750 A and State Tract 689 A, a distance of 2630.75 feet to the **POINT OF BEGINNING** of the herein described centerline;

THENCE South 76°13'10" East, across said State Tract 689A, parallel with and 2 feet perpendicular distance from the north right-of-way line of Joe Fulton Road a distance of 431.26 feet to a point of curvature of a curve to the left having a central angle of 8°02'34", a radius of 1857.86 feet and a chord bearing and distance of S 80°14'27" E, 260.58 feet;

THENCE in an easterly direction with said curve to the left, parallel with and 2 feet perpendicular distance from the north right-of-way line of Joe Fulton Road, an arc distance of 260.79 feet across said State Tract 689A and State Tract 750A to a point for corner;

THENCE South 84°15'44" East across said State Tract 750A, parallel with and 2 feet perpendicular distance from the North right-of-way of said Joe Fulton Road, a distance of 1743.61 feet to a point of curvature of a curve to the left having a central angle of 11°28'22", a radius of 1857.86 feet and a chord bearing and distance of S 89°59'55" E, 371.39 feet;

THENCE in a easterly direction with said curve to the left, parallel with and 2 feet perpendicular distance from the north right-of-way line of said Joe Fulton Road, an arc distance of 372.01 feet to a point for corner;

THENCE North 84°15'54" East, parallel with and 2 feet perpendicular distance from the north right-of-way line of Joe Fulton Road, across said State Tract 750A, a distance of 1795.17 feet to the east line of State Tract 750A , same being the west line of State Tract 746A, and continuing along said course for a total distance of 1953.33 feet to a point of curvature of a curve to the left having a central angle of 1°54'55", a radius of 1923.00 feet and a chord bearing and distance of S 83°18'27" E, 64.28 feet;

THENCE in a easterly direction across State Tract 746A with said curve to the left, parallel with and 2 feet perpendicular distance from the north right-of-way line of said Joe Fulton Road, an arc distance of 64.28 feet to a point for corner;

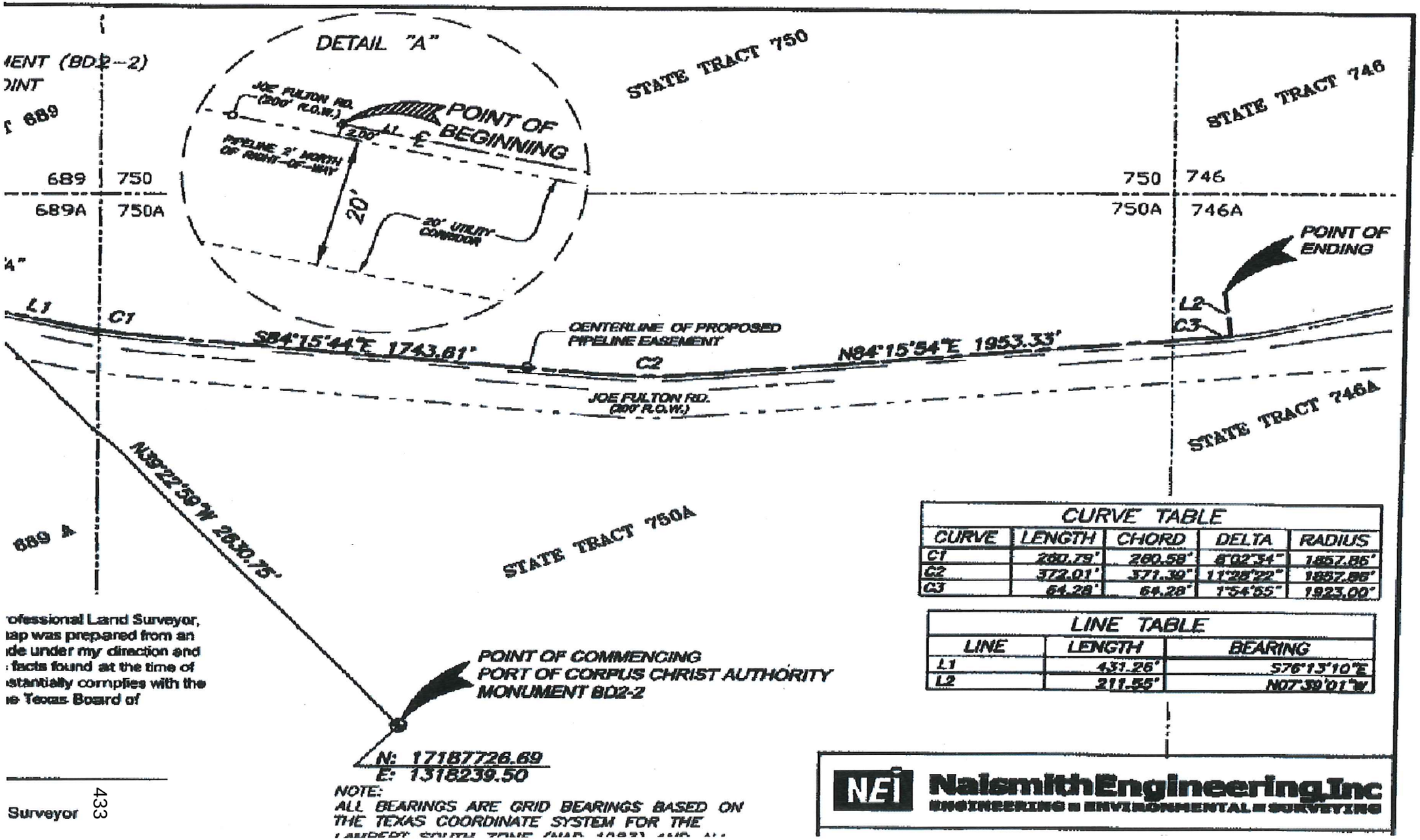
THENCE North 07°39'01" West across said State Tract 746A, a distance of 211.55 feet to the **POINT OF ENDING.**

NOTE: ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE (NAD 1983) AND ALL DISTANCES ARE TRUE DISTANCES.

_____
Larry A. Fisher, RPLS
Registered Professional Land Surveyor
Texas Registration No. 4147
Naismith Engineering, Inc.

Date: _____

EXHIBIT "B"
(Depiction)



CURVE TABLE				
CURVE	LENGTH	CHORD	DELTA	RADIUS
C1	280.79'	280.58'	6°02'34"	1857.86'
C2	372.01'	371.39'	11°28'22"	1857.86'
C3	64.28'	64.28'	1°54'55"	1923.00'

LINE TABLE		
LINE	LENGTH	BEARING
L1	431.26'	S76°13'10"E
L2	211.55'	N07°39'01"W

ofessional Land Surveyor,
tap was prepared from an
de under my direction and
facts found at the time of
stantially complies with the
e Texas Board of

Surveyor

NEI NaismithEngineering.Inc
ENGINEERING ■ ENVIRONMENTAL ■ SURVEYING

NOTE:
ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE

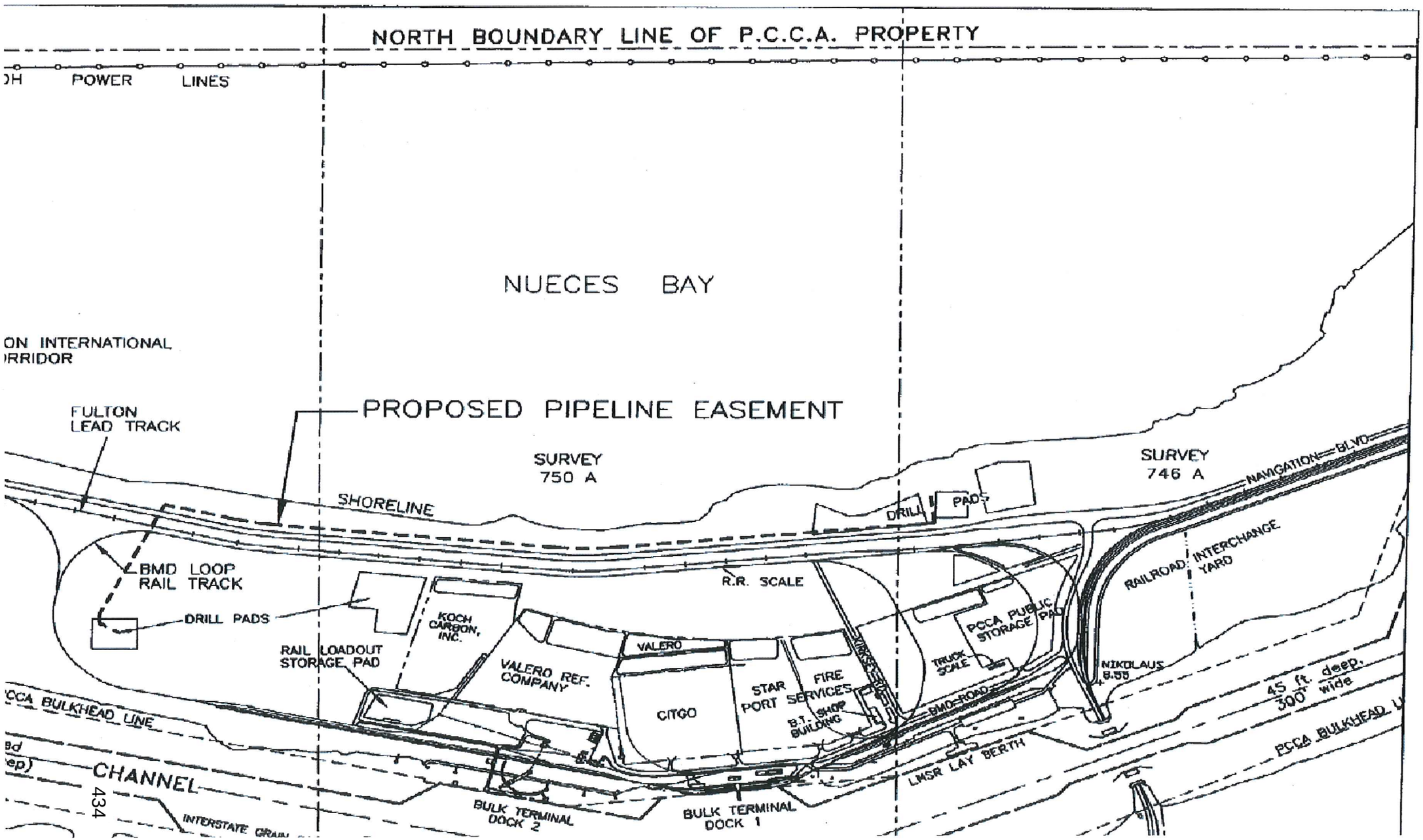

NORTH BOUNDARY LINE OF P.C.C.A. PROPERTY
OH POWER LINES
NUECES BAY
ON INTERNATIONAL
RRIDOR
PROPOSED PIPELINE EASEMENT
FULTON
LEAD TRACK
SURVEY
750 A
SURVEY
746 A
SHORELINE
NAVIGATION BLVD
DRILL PADS
BMD LOOP
RAIL TRACK
R.R. SCALE
RAILROAD INTERCHANGE
YARD
DRILL PADS
KOCH
CARBON,
INC.
RAIL LOADOUT
STORAGE PAD
VALERO REF.
COMPANY
VALERO
CITGO
STAR
PORT SERVICES
FIRE
SHOP
B.T.
BUILDING
PCCA PUBLIC
STORAGE PAD
TRUCK
SCALE
BMD ROAD
NIKOLAUS
8.55
45 ft. deep.
300' wide
PCCA BULKHEAD LINE
CHANNEL
434
INTERSTATE
BULK TERMINAL
DOCK 2
BULK TERMINAL
DOCK 1
LMSR LAY BERTH
PCCA BULKHEAD

EXHIBIT "C"
(Insurance)

Without limiting the indemnity obligations or liabilities of GRANTEE, or its insurers, provided herein, GRANTEE agrees at all times this Agreement is in effect to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum amounts and comply with the other requirements set forth below:

(a) Property Insurance. Special form ("all risk") property insurance with no exclusions, except the standard printed exclusions, at Full Replacement Cost (hereinafter defined), covering GRANTEE'S Property. Coverage shall include, without limitation, the following: primary and excess flood, windstorm, named storm, earthquake, and debris removal, subject to customary sub-limits. The term "Full Replacement Cost" shall mean the actual replacement cost of GRANTEE'S Property, including the cost of demolition and debris removal and without deduction for depreciation.

(b) For all its employees engaged in performing work, Workers' Compensation coverage as required by the Texas Workers' Compensation Code, and Employer's Liability insurance with limits of at least $1,000,000.00 each employee accident and disease, or such similar insurance which is in accordance with state and federal law applicable to said employees.

(c) Commercial General Liability (CGL) coverage with policy limits of at least $1,000,000.00 per occurrence and $2,000,000 general aggregate for operations and activities on the Easements and on any Post Construction Work Space and completed operations.

(c) Business Auto Liability coverage for all owned, hired, and non-owned vehicles, with a policy limit of $1,000,000 (Combined Single Limit.)

(d) Umbrella liability coverage limits of not less than $5,000,000.00 over and above the underlying primary coverage limits stated in subsections (a), (b) and (c) of this Section.

(e) Pollution Legal Liability including cleanup and defense costs for premises and operations including pollution of any body of water with limits of not less than $5,000,000.00 per occurrence.

*(f) Railroad Protective Liability Insurance with limits of not less than $1,000,000 per Occurrence and Aggregate limits not less than $2,000,000. Railroad Protective Liability is required unless the Commercial General Liability Policy contains an endorsement which deletes the exclusion within 50 feet of rail. ***Required if work is being conducted within 50 ft. of rail.*

The minimum insurance protection amounts set forth in the Policies shall be increased from time to time upon request by GRANTOR to an amount which is commercially reasonable at the time.

GRANTOR shall be furnished, to the attention of GRANTOR's Real Estate Manager, prior to the commencement of any work by GRANTEE on the Easements or on any Post Construction Work Space, as proof of the insurance required of GRANTEE a certificate or certificates of insurance (and the endorsements required in this Section shall be attached to the certificate or certificates of the insurance) describing the Policies, which certificates must be acceptable, in their form and content, to GRANTOR. Each of the Policies will be endorsed to (i) (except for Workers' Compensation and Employee's Liability insurance) name GRANTOR, its Port Commissioners, officers, officials, employees and agents as an additional insured (ii) provide that it will not be suspended, voided, canceled or reduced in coverage or limits without thirty (30) days' prior written notice to GRANTOR, Attention: Real Estate Manager, and (iii) provide that notwithstanding any language in any policy of insurance held by GRANTOR ("GRANTOR Insurance") to the effect that the GRANTOR Insurance is primary, the policy or policies held by GRANTEE are primary coverage and the GRANTOR Insurance is non-contributory so that GRANTOR Insurance will not share with the Policies.

GRANTEE shall deliver to GRANTOR certificates of insurance at least thirty (30) days prior to the expiration date of each of the Policies. The deductible or self-insured retention for each of the Policies must be stated in the certificate of insurance provided to GRANTOR if either exceeds $50,000.00; and, in such event, GRANTOR may decline to approve this Agreement. The company writing each of the Policies must possess a current rating with A.M. Best Company of at least A: VI.

Waiver of Subrogation. GRANTEE agrees that all insurance policies required herein shall include full Waivers of Subrogation in favor of GRANTOR. GRANTEE agrees to immediately give to each insurance company which has issued to it policies of insurance applicable to provisions of this Agreement written notice of the terms of the waiver set forth in this Exhibit, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver; and GRANTEE will provide to GRANTOR a copy of said endorsement or endorsements or evidence that such endorsement is not necessary to prevent the invalidation of the insurance coverage by reason of such waiver.

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: Sam Esquivel, Real Estate Services Manager
Sam@pocca.com
(361) 885-6140

Approve an Easement Agreement with the Texas Department of Transportation for .0333 acres of Right-of-Way Located on the South Side of the Inner Harbor and .0615 acres of Right-of-Way Located on the North Side of the Inner Harbor associated with the US-181 Harbor Bridge Replacement Project.

SUMMARY: Staff is requesting approval of an Easement Agreement with the Texas Department of Transportation (TxDOT) for .0333 acres of Right-of-Way Located on the South Side of the Inner Harbor and .0615 acres of Right-of-Way Located on the North Side of the Inner Harbor associated with the US-181 Harbor Bridge Replacement Project, as depicted on the attached map. The Easement Agreement includes reversionary language that returns the ROW to the PCCA should the bridge not be constructed or when the bridge is replaced and the ROW is no longer in use.

BACKGROUND: On September 15, 2015, the Port Commission approved a resolution to enter into a Right-of-Way and Construction Access Agreement with TxDOT associated with the US-181 Harbor Bridge Replacement Project. The ROW Easement defined the limits for the bridge through and over PCCA property.

The Harbor Bridge Replacement Project is a design build project and the bridge ROW requires adjustments as the project develops. At this time, TxDOT is requesting a .0615 -Acre tract on the north side of the bridge project. The .0615-Acre ROW traverses a portion of the .1377-Acre tract acquired from the Pope Trust on September 9, 2016. In addition, TxDOT is requesting a .333-Acre tract on the south side of the bridge project. The 0.333-Acre ROW is frontage along Coke Street from two parcels acquired through the Voluntary Acquisition and Relocation Program.

ALTERNATIVES: None

CONFORMITY TO PORT POLICY: Yes- This project is consistent with the PCCA Strategic Plan (Strategic Goal #2 – Provide facilities and services to meet customer needs to provide surface infrastructure and services to support maritime and industrial development).

EMERGENCY: N/A

FINANCIAL IMPACT: None

222 Power Street 78401 | PO Box 1541 78403 | Corpus Christi, Texas | T 361 882 5633 F 361 882 7110 | portofcorpuschristi.com

STAFF RECOMMENDATION: Staff recommends approval of the Easement Agreement with the Texas Department of Transportation for .0333 acres of Right-of-Way Located on the South Side of the Inner Harbor and .0615 acres of Right-of-Way Located on the North Side of the Inner Harbor associated with the US-181 Harbor Bridge Replacement Project.

DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate Services
Reviewed & Approved	Sam Esquivel
	Kent Britton
Engineering	David L. Krams P.E.
Legal	Bruce Hawn
Senior Staff	Sean Strawbridge John P. LaRue Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Easement Agreement

Approve an Easement Agreement with the Texas Department of Transportation for .0333 acres of Right-of-Way Located on the South Side of the Inner Harbor and .0615 acres of Right-of-Way Located on the North Side of the Inner Harbor associated with the US-181 Harbor Bridge Replacement Project.



Approve an Easement Agreement with the Texas Department of Transportation for .0333 acres of Right-of-Way Located on the South Side of the Inner Harbor and .0615 acres of Right-of-Way Located on the North Side of the Inner Harbor associated with the US-181 Harbor Bridge Replacement Project.



Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

RIGHT OF WAY EASEMENT

STATE OF TEXAS	**§**	**ROW CSJ: 0101-06-109**
	§	
COUNTY OF NUECES	**§**	

WHEREAS, the Texas Transportation Commission has been authorized under the Texas Transportation Code Chapters 203 and 224 to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary and convenient to a state highway to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway, and including the acquisition of such other property rights deemed necessary for the purposes of operating a designated state highway, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled access facilities, as well as facilitating the construction, maintenance and operation of designated controlled access highways;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, the Port of Corpus Christi Authority of the County of Nueces, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas an easement for highway purposes of laying out, opening, constructing, operating, maintaining and reconstructing a highway facility thereon, together with necessary incidentals and appurtenances thereto, in, along, upon and across the following three tracts or parcels of land in Nueces County, Texas: (1) Parcel 123 more particularly described and depicted in Exhibit “A” attached hereto; (2) Parcel 319 more particularly described and depicted in Exhibit “B” attached hereto; and (3) Parcel 320 more particularly described and depicted in Exhibit “C” attached hereto Exhibits “A”, “B”, & “C” are attached hereto and incorporated herein for any and all purposes; and shall hereinafter be collectively referred to as the “Exhibits”. This Easement shall remain in effect until such time as the Highway Facility, or a portion thereof, constructed thereon is deemed to be obsolete by the State of Texas; is abandoned, or re-constructed at a different location; or, other circumstance exist wherein the Highway Facility is no longer in use. When this Easement terminates in its entirety or with respect to only a portion of the Right-of-Way, the State of Texas, shall remove or cause to be removed, the Highway Facility, or portion thereof that is no longer in use along with related structures, appurtenances and utilities and restore, or cause to be restored, the Right-of-Way, or portion thereof no longer is use, to a like condition as exists at the time of granting of this Easement; provided no improvements existing on the date of this Easement will need to be restored. The State of Texas shall complete such removal and restoration or cause the same to be completed at no cost to the Grantors. The Right-of-Way, or portion thereof, no longer used by the State of Texas for the

Highway Facility, shall revert, with associated rights transferred herein, to Grantors. Further, should the State of Texas not commence construction of the Highway Facility within boundaries of the Easement for a period of two years after the initial conveyance, the Easement shall terminate and the Right-of-Way shall revert, with associated rights transferred herein, to the Grantors unless the Grantors and State of Texas agree, in writing, to extend the time for commencement of construction.

And for the same consideration described above and upon the same conditions, the Grantors have this day granted and conveyed and by these presents do grant and convey unto the State of Texas any and all improvements presently existing upon the property described in the Exhibits; SAVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located upon the aforesaid property, to wit: NONE .

It is hereby understood and by the acceptance of this instrument it is recognized that Grantors retain title to all of the oil, gas and sulphur and other mineral interests in and under said land, but waive any and all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside of the property described in said Exhibit "A," and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing herein shall affect the rights of the State to take and use without additional compensation any water, stone, earth, gravel, caliche, iron ore gravel or any other road building materials upon, in and under said land for the construction and maintenance of the State Highway System of Texas.

Grantors hereby acknowledge that their use of and access to the state highway facilities (hereafter called highway facility) to be constructed in conjunction with the highway facility of which the land included in the easement area and described above and hereby conveyed shall become a part, shall, until such time as this Easement terminates in its entirety, remain subject to the same regulation by legally constituted authority as applies to the public's use thereof; and Grantors further acknowledge that the design and operation of such highway facility requires that rights of ingress and egress and the right of direct access to and from Grantors' remaining property (if any) to said Highway facility, shall hereafter be governed by the provisions set out in said Exhibit "A", **SAVE AND EXCEPT** in the event access, or access points may be specifically allowed or permitted in said Exhibit "A", such access shall be subject to such regulation as is determined by the Texas Department of Transportation to be necessary in the interest of public safety and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements.

TO HAVE AND TO HOLD the easement herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said easement herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2018.

_____ _____

Sean Strawbridge
Port of Corpus Christi Authority

Acknowledgement

State of Texas
County of Nueces

This instrument was acknowledged before me on the _____ day of _____ , 2018, by Sean Strawbridge, Chief Executive Officer of the Port of Corpus Christi Authority of Nueces County, Texas, on behalf of said Port Authority.

_____

Notary Public's Signature

EXHIBIT "A"

County: Nueces
Highway: US 181
RCSJ: 0101-06-109
Project Limits: From Beach Avenue
To Morgan Avenue at Crosstown Expressway

Dated: October 23, 2014
Revised: June 16, 2017

Property Description for Parcel 123

Being a 0.0615 acre (2,679 square feet) parcel of land, situated in the Enriquez Villareal Survey, Abstract Number 1, Nueces County, Texas, being a portion of Lot 10 and Lot 12, Block 85, of the Brooklyn Addition as shown by plat thereof, recorded in Volume A, Pages 30-32 of the Map Records of Nueces County, Texas (M.R.N.C.T.), and being a portion of the tract described in Deed from Jack Pope to Walter Allen Pope and Andrew Jackson Pope, IV (Drew), dated June 28, 2000, recorded in Document #2000034217 of the Official Public Records of Nueces County, Texas (O.P.R.N.C.T.). Metes and bounds description of said 0.0615 acre parcel is as follows:

BEGINNING at a 5/8 inch diameter rod with a 2 inch TxDOT aluminum cap stamped "PROPERTY CORNER" set for the South corner of the herein described 0.0615 acre parcel in the common line of Lot 8 and Lot 10, Block 85, of the Brooklyn Addition, said iron rod being 126.60 feet left of Engineer's US 181 Baseline Station 1057+69.66, and having State Plane Coordinates of N=17,189,177.96, E=1,342,440.49, and lying in the proposed southeast right-of-way line of US 181, from which a 1/2 inch diameter iron rod with plastic Bain Medina Bain (BMB) cap found for the South corner of Lot 10 of said addition bears South 58 deg. 21 min. 25 sec. East, a distance of 40.30 feet;

(1) **THENCE,** North 58 deg. 21 min. 25 sec. West, leaving the proposed southeast right-of-way line of US 181 and along the common line of Lot 8 and Lot 10, Block 85, of the Brooklyn Addition, a distance of 19.70 feet to a point for the West corner of the herein described 0.0615 acre parcel and the West corner of Lot 10 of said addition, said point lying in the existing southeast right-of-way line of US 181 (250 foot right-of-way) and the existing southeast right-of-way line of Avenue "E" (100 foot right-of-way);

(2) **THENCE,** North 31 deg. 37 min. 18 sec. East, along the northwest line of Lot 10 and Lot 12, Block 85, of the Brooklyn Addition and the existing southeast right-of-way line of US 181 and the existing southeast right-of-way line of Avenue "E", passing at a distance of 50.01 feet the common corners of Lot 10 and Lot 12 of said addition, and continuing for an overall distance of 100.02 feet to a point for the North corner of the herein described 0.0615 acre parcel and the North corner of Lot 12 of said addition, said point also being the intersection of the existing southeast right-of-way line of US 181 and the existing southeast right-of-way line of Avenue "E" with the existing southwest right-of-way line of East Walnut Street (60 foot right-of-way);

EXHIBIT "A"

County: Nueces
Highway: US 181
RCSJ: 0101-06-109
Project Limits: From Beach Avenue
To Morgan Avenue at Crosstown Expressway

Dated: October 23, 2014
Revised: June 16, 2017

Property Description for Parcel 123

(3) **THENCE,** South 58 deg. 21 min. 25 sec. East, along the northeast line of Lot 12, Block 85, of the Brooklyn Addition and along the existing southwest right-of-way line of East Walnut Street, leaving the existing southeast right-of-way line of US 181 and the existing southeast right-of-way line of Avenue "E", a distance of 51.70 feet to a 5/8 inch diameter iron rod with TxDOT aluminum cap set for the East corner of the herein described 0.0615 acre parcel, said iron rod also being in the proposed southeast right-of-way line of US 181 and being 155.00 feet left of Engineer's US 181 Baseline Station 1056+69.88, and having State Plane Coordinates of N=17,189,246.34 and E=1,342,520.18;**

(4) **THENCE,** South 77 deg. 34 min. 25 sec. West, along the proposed southeast right-of-way line of US 181 and severing Lot 12, Block 85, of the Brooklyn Addition, a distance of 35.93 feet to a 5/8 inch diameter iron rod with TxDOT aluminum cap set for an interior corner of the herein described 0.0615 acre parcel, said iron rod also being 130.00 feet left of Engineer's US 181 Baseline Station 1056+95.34, and having State Plane Coordinates of N=17,189,238.61 and E=1,342,485.10;**

(5) **THENCE,** South 36 deg. 19 min. 56 sec. West, continuing along the proposed southeast right-of-way line of US 181 and severing Lot 10 and Lot 12, Block 85, of the Brooklyn Addition, passing at a distance of 25.10 feet the common line of Lot 10 and Lot 12 of said addition, and continuing for an overall distance of 75.28 feet to the **POINT OF BEGINNING**, containing 0.0615 acres (2,679 square feet) of land.

EXHIBIT "A"

County: Nueces
Highway: US 181
RCSJ: 0101-06-109
Project Limits: From Beach Avenue
To Morgan Avenue at Crosstown Expressway

Dated: October 23, 2014
Revised: June 16, 2017

Property Description for Parcel 123

All bearings and coordinates are based on the Texas Coordinate System, South Zone (4205), NAD 1983 (93). Due to the combined surface adjustment factor of 1.00000 the distances and coordinate values of surface and grid are equal. All distances are based on U.S. Survey Feet.

Access to and from the transportation facility in areas where access is not specifically denied hereon, may be permitted in accordance with Access Management Manual guidelines.

A parcel plat of even date was prepared in conjunction with this property description.

**The monument described and set in this call may be replaced with a TxDOT "Type II" right-of-way marker upon the completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

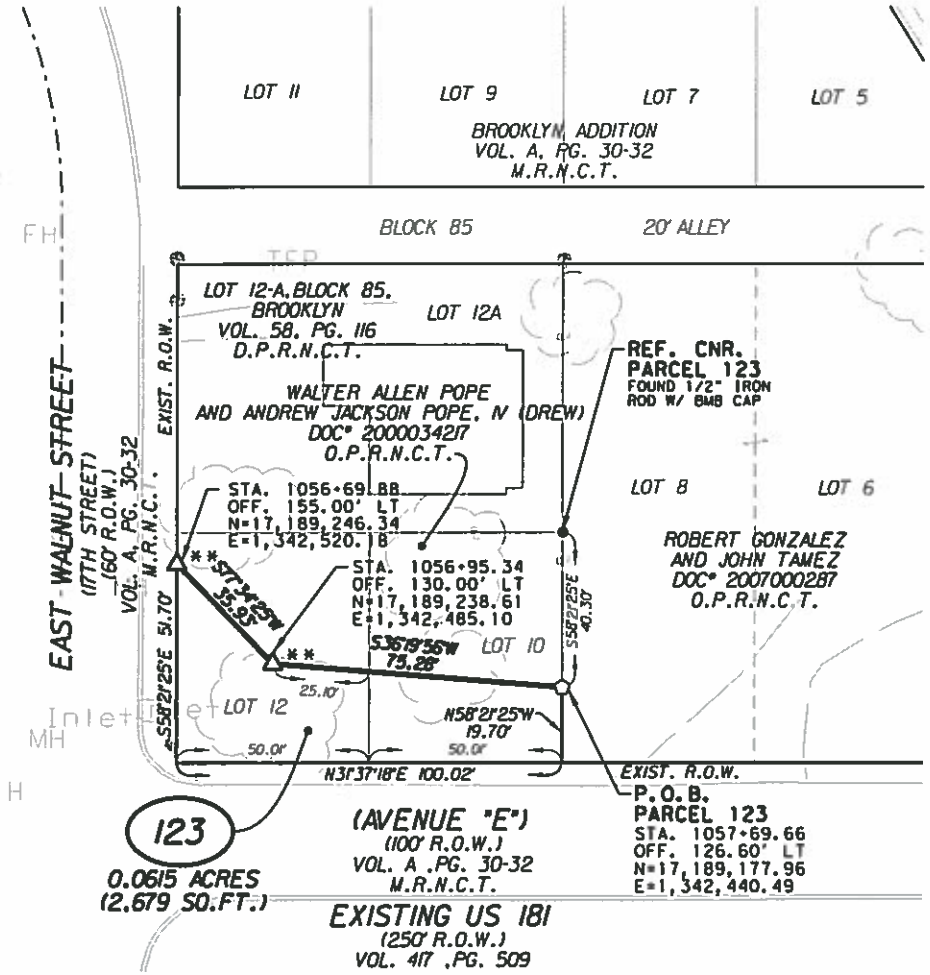
This survey was performed on the ground under my supervision during August, 2016.



6-16-17

Bennie L. Galvan
Registered Professional Land Surveyor
License No. 5229, State of Texas
CivilCorp, LLC - 4611 E. Airline Suite #300, Victoria, Texas 77904
361-570-7500
Texas Firm Registration No. 100576-00

Exhibit "A"



LEGEND

■	FOUND TxDOT TYPE II MONUMENT
□	SET TxDOT TYPE II MONUMENT
○	FOUND 5/8" IRON ROD WITH PLASTIC CAP STAMPED "CDS/MUERY S.A. TX."
⊛	FOUND 5/8" IRON ROD WITH ALUMINUM CAP STAMPED "ACCESS DENIAL POINT"
⬠	SET 5/8" IRON ROD WITH 2" ALUMINUM CAP STAMPED "PROPERTY CORNER"
⊛	SET 5/8" IRON ROD WITH 2" ALUMINUM CAP STAMPED "ACCESS DENIAL POINT"
◉	FOUND 5/8" IRON ROD WITH 3" ALUMINUM TxDOT CAP
△	SET 5/8" IRON ROD WITH 3" ALUMINUM TxDOT CAP
●	FOUND 1/2" IRON ROD WITH BMB CAP (UNLESS OTHERWISE NOTED)
REF. CNR.	REFERENCE CORNER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
O.R.N.C.T.	DEED RECORDS NUECES COUNTY, TEXAS
O.R.N.C.T.	OFFICAL RECORDS NUECES COUNTY, TEXAS
O.P.R.N.C.T.	OFFICAL PUBLIC RECORDS NUECES COUNTY, TEXAS
D.T.R.N.C.T.	DEED OF TRUST RECORDS NUECES COUNTY, TEXAS
M.R.N.C.T.	MAP RECORDS NUECES COUNTY, TEXAS
	ACCESS DENIAL LINE (A.D.L.)
	PROPOSED ALIGNMENT
	SURVEY LINE
	EXISTING RIGHT OF WAY
	PROPOSED RIGHT OF WAY

NOTES:

1. UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS.
2. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH ZONE (4205), NAD 1983 (93). DUE TO THE COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00000 THE DISTANCES AND COORDINATE VALUES OF SURFACE AND GRID ARE EQUAL. ALL DISTANCES ARE BASED ON (US SURVEY FEET).
4. ACCESS TO AND FROM THE TRANSPORTATION FACILITY IN AREAS WHERE ACCESS IS NOT SPECIFICALLY DENIED HEREON, MAY BE PERMITTED IN ACCORDANCE WITH ACCESS MANAGEMENT MANUAL GUIDELINES.
5. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPEARED IN CONJUNCTION WITH THIS PARCEL PLAT.

STATE OF TEXAS
REGISTERED
BENNIE L. GALVAN
5229
PROFESSIONAL
LAND SURVEYOR

6-16-17

SCALE: 1" = 50'
0' 25' 50'
GRAPHIC SCALE IN FEET

I HEREBY CERTIFY THIS SURVEY WAS PERFORMED ON THE GROUND AND THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY, AUGUST 2016.

BENNIE L. GALVAN RPLS#5229

** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

ENRIQUEZ VILLAREAL
ABSTRACT 1

CivilCorp
ENGINEERS • SURVEYORS
4611 AIRLINE ROAD, SUITE 300, VICTORIA, TEXAS 77904
TBPE REGISTRATION #F-10283 TBPLS REGISTRATION #100576-00

©2017
Texas Department of Transportation®

DISTRICT: 16 CORPUS CHRISTI	SURVEY PLAT OF PARCEL 123	COUNTY NUECES
ROW C.S.J. 0101-06-109 CONST. C.S.J. 0101-06-095	US 181-HARBOR BRIDGE	HWY. NO US 181
ROW TAKING 0.0615 ACRES (2,679 SF)		PAGE 4 OF 4

EXHIBIT "B"

County: Nueces
Highway: US 181
RCSJ: 0101-06-109
Project Limits: From Beach Avenue
To Morgan Avenue at Crosstown Expressway

Dated: October 26, 2017

Property Description for Parcel 319

Being a 0.0309 acre (1,347 square feet) parcel of land, situated in the Enriquez Villareal Survey, Abstract Number 1, Nueces County, Texas, and being a portion of Lot 6-A, Block 3, of the 5-A & 6-A Craven Heights, as shown by plat thereof, recorded in Volume 36, Page 7 of the Map Records of Nueces County, Texas (M.R.N.C.T.), and being a portion of that certain tract of land described in Special Warranty Deed from Christina Marie Aranda -AKA- Christine Marie Aranda to Christina Marie Aranda and Juan Carlos Aranda, as recorded in Document #2013005375 of the Official Public Records of Nueces County, Texas, (O.P.R.N.C.T.). Metes and bounds description of said 0.0309 acre parcel is as follows:

COMMENCING at a 5/8 inch diameter iron rod found for the common corner of Lots 7 and 8, Block 3 of the Craven Heights, as recorded in Volume A, Page 7, (M.R.N.C.T.), and lying in the existing East right-of-way line of Cleveland Street (50 foot right-of-way), **THENCE** as follows:

South 89 deg. 18 min. 35 sec. East, along the common line of Lots 7 and 8, Block 3 of said addition, passing at a distance of 100.02 feet the southeast corner of said Lot 7, the northeast corner of said Lot 8, the southwest corner of said Lot 6-A, and the northwest corner of Lot 5-A, Block 3 of said 5-A & 6-A Craven Heights, and continuing with the common line of said Lots 5-A and 6-A for an overall distance of 200.03 feet to a 5/8 inch diameter iron rod with 2 inch diameter aluminum TxDOT cap stamped "PROPERTY CORNER" set for the southwest corner of the herein described 0.0309 acre parcel, and being in the proposed West right-of-way line of US 181, said iron rod also being 358.02 feet right of Interstate Highway 37 Engineer's Baseline Station 31+57.42, and having State Plane Coordinates of N=17,180,789.42, E=1,336,434.03, said iron rod also being the **POINT OF BEGINNING;**

(1) **THENCE,** North 00 deg. 43 min. 24 sec. East, severing said Lot 6-A and along the proposed West right-of-way line of US 181, a distance of 59.68 feet to a 5/8 inch diameter iron rod with a 3 inch diameter aluminum TxDOT cap set for the northwest corner of the herein described 0.0309 acre parcel, and being 417.70 feet right of Interstate Highway 37 Engineer's Baseline Station 31+57.30, and having State Plane Coordinates of N=17,180,849.09, E=1,336,434.79, said iron rod also being in the South line of a tract of land conveyed to the State of Texas, as recorded in Document #2017022243, (O.P.R.N.C.T.);**

EXHIBIT "B"

County: Nueces
Highway: US 181
RCSJ: 0101-06-109
Project Limits: From Beach Avenue
To Morgan Avenue at Crosstown Expressway

Dated: October 26, 2017

Property Description for Parcel 319

(2) **THENCE,** South 89 deg. 32 min. 38 sec. East, along the common line of said Lot 6-A and said State of Texas tract, a distance of 17.70 feet to a point for the northeast corner of the herein described 0.0309 acre parcel, and being in the existing West right-of-way line of Coke Street (50 foot right-of-way), said point also being the beginning of a tangent curve to the right;

(3) **THENCE,** with the northeast line of said Lot 6-A and the existing West right-of-way line of Coke Street, along said curve to the right with a radius of 15.00 feet, a central angle of 131 deg. 51 min. 44 sec., an arc length of 34.52 feet, and a chord which bears South 23 deg. 36 min. 46 sec. East, a distance of 27.39 feet to a point for the East corner of the herein described 0.0309 acre parcel, and being at the intersection of the existing West right-of-way line of Coke Street and the existing northwest right-of-way line of Coke Street, said point also being the beginning of a tangent curve to the left;

(4) **THENCE,** with the southeast line of said Lot 6-A and the existing northwest right-of-way line of Coke Street, along said curve to the left with a radius of 115.00 feet, a central angle of 20 deg. 25 min. 05 sec., an arc length of 40.98 feet, and a chord which bears South 32 deg. 06 min. 33 sec. West, at a distance of 40.77 feet to a point for the South corner of the herein described 0.0309 acre parcel, and being the common corner of said Lot 6-A and said Lot 5-A;

(5) **THENCE,** North 89 deg. 18 min. 35 sec. West, along the common line of said Lot 6-A and said Lot 5-A, a distance of 7.76 feet to the **POINT OF BEGINNING**, containing 0.0309 acres (1,347 square feet) of land.

EXHIBIT "B"

County: Nueces
Highway: US 181
RCSJ: 0101-06-109
Project Limits: From Beach Avenue
To Morgan Avenue at Crosstown Expressway

Dated: October 26, 2017

Property Description for Parcel 319

All bearings and coordinates are based on the Texas Coordinate System, South Zone (4205), NAD 1983 (93). Due to the combined surface adjustment factor of 1.00000 the distances and coordinate values of surface and grid are equal. All distances are based on U.S. Survey Feet.

Access to and from the transportation facility in areas where access is not specifically denied hereon, may be permitted in accordance with Access Management Manual guidelines.

A parcel plat of even date was prepared in conjunction with this property description.

**The monument described and set in this call may be replaced with a TxDOT "Type II" right-of-way marker upon the completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

This survey was performed on the ground under my supervision during February, 2017.



Bennie L. Galvan
Registered Professional Land Surveyor
License No. 5229, State of Texas
CivilCorp, LLC - 4611 E. Airline Suite #300, Victoria, Texas 77904
361-570-7500
Texas Firm Registration No. 100576-00

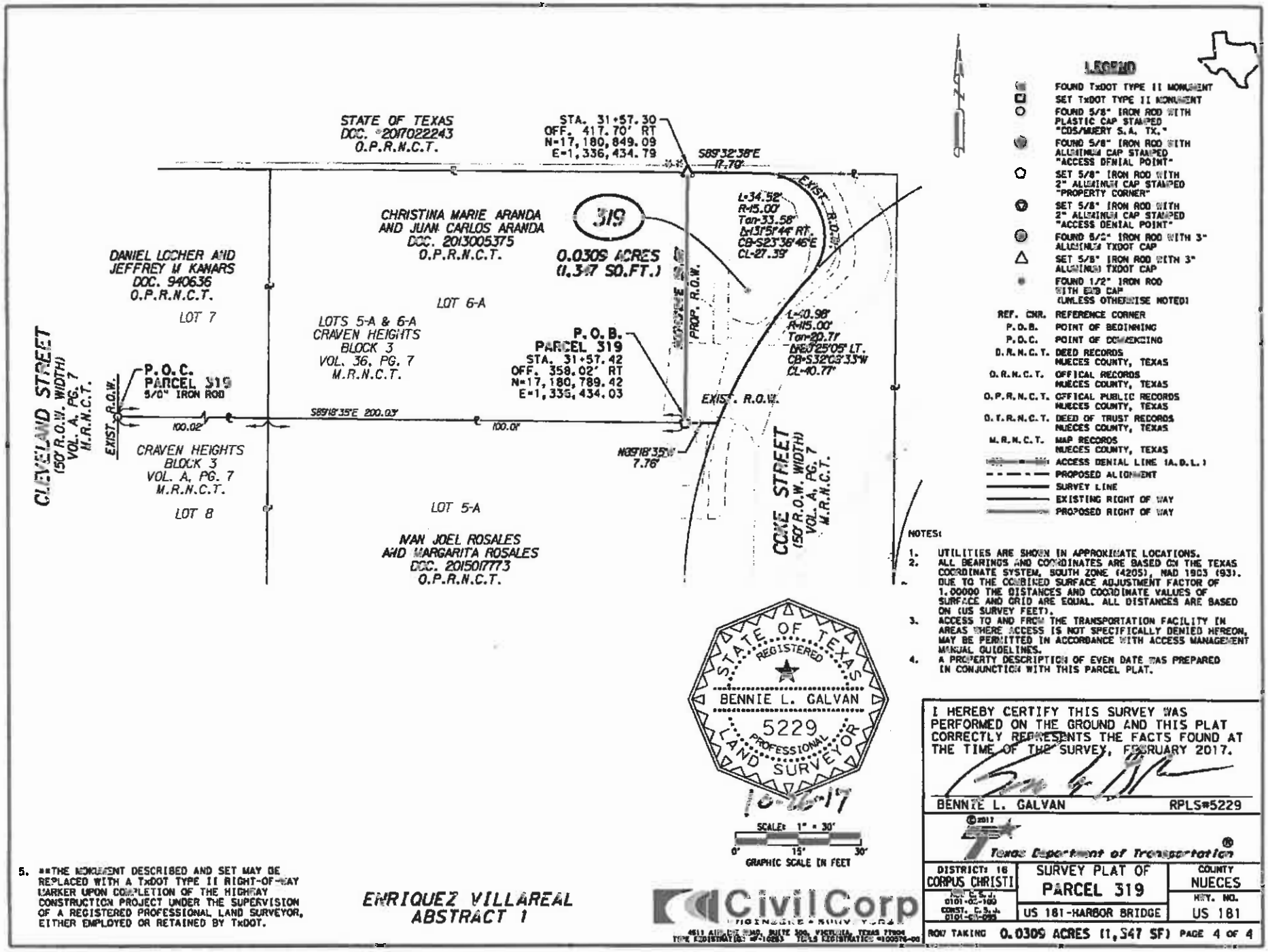

STATE OF TEXAS
DOC. #2017022243
O.P.R.N.C.T.
STA. 31+57.30
OFF. 417.70' RT
N=17,180,849.09
E=1,336,434.79
S89°32'38"E
17.70'
EXIST. R.O.W.
L=34.52'
R=15.00'
Tan=33.58'
Δ=131°51'44" RT.
CB=S23°36'46"E
CL=27.39'
CHRISTINA MARIE ARANDA
AND JUAN CARLOS ARANDA
DOC. 2013005375
O.P.R.N.C.T.
319
0.0309 ACRES
(1,347 SQ.FT.)
DANIEL LOCHER AND
JEFFREY M KANARS
DOC. 940636
O.P.R.N.C.T.
LOT 7
LOT 6-A
LOTS 5-A & 6-A
CRAVEN HEIGHTS
BLOCK 3
VOL. 36, PG. 7
M.R.N.C.T.
PROP. R.O.W.
P.O.B.
PARCEL 319
STA. 31+57.42
OFF. 358.02' RT
N=17,180,789.42
E=1,336,434.03
L=40.98'
R=115.00'
Tan=20.71'
Δ=20°25'05" LT.
CB=S32°03'33"W
CL=40.77'
CLEVELAND STREET
(50' R.O.W. WIDTH)
VOL. A, PG. 7
M.R.N.C.T.
P.O.C.
PARCEL 319
5/8" IRON ROD
EXIST. R.O.W.
S89°18'35"E 200.03'
100.02'
100.01'
EXIST. R.O.W.
N89°18'35"W
7.76'
CRAVEN HEIGHTS
BLOCK 3
VOL. A, PG. 7
M.R.N.C.T.
LOT 8
LOT 5-A
IVAN JOEL ROSALES
AND MARGARITA ROSALES
DOC. 2015017773
O.P.R.N.C.T.
COKE STREET
(50' R.O.W. WIDTH)
VOL. A, PG. 7
M.R.N.C.T.
LEGEND
FOUND TxDOT TYPE II MONUMENT
SET TxDOT TYPE II MONUMENT
FOUND 5/8" IRON ROD WITH PLASTIC CAP STAMPED "CDS/MUERY S.A. TX."
FOUND 5/8" IRON ROD WITH ALUMINUM CAP STAMPED "ACCESS DENIAL POINT"
SET 5/8" IRON ROD WITH 2" ALUMINUM CAP STAMPED "PROPERTY CORNER"
SET 5/8" IRON ROD WITH 2" ALUMINUM CAP STAMPED "ACCESS DENIAL POINT"
FOUND 5/8" IRON ROD WITH 3" ALUMINUM TXDOT CAP
SET 5/8" IRON ROD WITH 3" ALUMINUM TXDOT CAP
FOUND 1/2" IRON ROD WITH CAP (UNLESS OTHERWISE NOTED)
REF. CNR. REFERENCE CORNER
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
D.R.N.C.T. DEED RECORDS NUECES COUNTY, TEXAS
O.R.N.C.T. OFFICAL RECORDS NUECES COUNTY, TEXAS
O.P.R.N.C.T. OFFICAL PUBLIC RECORDS NUECES COUNTY, TEXAS
D.T.R.N.C.T. DEED OF TRUST RECORDS NUECES COUNTY, TEXAS
M.R.N.C.T. MAP RECORDS NUECES COUNTY, TEXAS
ACCESS DENIAL LINE (A.D.L.)
PROPOSED ALIGNMENT
SURVEY LINE
EXISTING RIGHT OF WAY
PROPOSED RIGHT OF WAY
NOTES:
1. UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS.
2. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH ZONE (4205), NAD 1983 (93). DUE TO THE COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00000 THE DISTANCES AND COORDINATE VALUES OF SURFACE AND GRID ARE EQUAL. ALL DISTANCES ARE BASED ON (US SURVEY FEET).
3. ACCESS TO AND FROM THE TRANSPORTATION FACILITY IN AREAS WHERE ACCESS IS NOT SPECIFICALLY DENIED HEREON, MAY BE PERMITTED IN ACCORDANCE WITH ACCESS MANAGEMENT MANUAL GUIDELINES.
4. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
5. **THE EASEMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.
STATE OF TEXAS
REGISTERED
BENNIE L. GALVAN
5229
PROFESSIONAL
LAND SURVEYOR
10-12-17
SCALE: 1" = 30'
0' 15' 30'
GRAPHIC SCALE IN FEET
ENRIQUEZ VILLAREAL
ABSTRACT 1
CivilCorp
ENGINEERING • SURVEYING
4611 AIRLINE ROAD, SUITE 300, VICTORIA, TEXAS 77904
TBPE REGISTRATION #F-11083 TBPLS REGISTRATION #100576-00
I HEREBY CERTIFY THIS SURVEY WAS PERFORMED ON THE GROUND AND THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY, FEBRUARY 2017.
BENNIE L. GALVAN RPLS#5229
©2017
Texas Department of Transportation
DISTRICT: 16
CORPUS CHRISTI
SURVEY PLAT OF
PARCEL 319
US 181-HARBOR BRIDGE
COUNTY
NUECES
HWY. NO.
US 181
ROW TAKING 0.0309 ACRES (1,347 SF) PAGE 4 OF 4

EXHIBIT "C"

County: Nueces
Highway: US 181
RCSJ: 0101-06-109
Project Limits: From Beach Avenue
To Morgan Avenue at Crosstown Expressway

Dated: October 26, 2017

Property Description for Parcel 320

Being a 0.0024 acre (106 square feet) parcel of land, situated in the Enriquez Villareal Survey, Abstract Number 1, Nueces County, Texas, and being a portion of Lot 5-A, Block 3, of the 5-A & 6-A Craven Heights, as shown by plat thereof, recorded in Volume 36, Page 7 of the Map Records of Nueces County, Texas (M.R.N.C.T.), and being a portion of that certain tract of land described in Warranty Deed with Vendor's Lien from Mauricio Melendez to Ivan Joel Rosales, et ux, as recorded in Document #2015017773 of the Official Public Records of Nueces County, Texas, (O.P.R.N.C.T.). Metes and bounds description of said 0.0024 acre parcel is as follows:

COMMENCING at a 5/8 inch diameter iron rod found for the common corner of Lots 7 and 8, Block 3 of the Craven Heights, as recorded in Volume A, Page 7, (M.R.N.C.T.), and lying in the existing East right-of-way line of Cleveland Street (50 foot right-of-way), **THENCE** as follows:

South 89 deg. 18 min. 35 sec. East, along the common line of Lots 7 and 8, Block 3 of said addition, passing at a distance of 100.02 feet the southeast corner of said Lot 7, the northeast corner of said Lot 8, the northwest corner of said Lot 5-A, and the southwest corner of Lot 6-A, Block 3 of said 5-A & 6-A Craven Heights, and continuing with the common line of said Lots 5-A and 6-A for an overall distance of 200.03 feet to a 5/8 inch diameter iron rod with 2 inch diameter aluminum TxDOT cap stamped "PROPERTY CORNER" set for the northwest corner of the herein described 0.0024 acre parcel, and being in the proposed West right-of-way line of US 181, said iron rod also being 358.02 feet right of Interstate Highway 37 Engineer's Baseline Station 31+57.42, and having State Plane Coordinates of N=17,180,789.42, E=1,336,434.03, said iron rod also being the **POINT OF BEGINNING;**

(1) **THENCE,** South 89 deg. 18 min. 35 sec. East, with the common line of said Lots 5-A and 6-A, a distance of 7.76 feet to a point for the northeast corner of the herein described 0.0024 acre parcel, and being the common corner of said Lots 5-A and 6-A, said point also lying in the existing West right-of-way line of Coke Street (50 feet right-of-way), and being the beginning point of a non-tangent curve to the left;

EXHIBIT "C"

County: Nueces
Highway: US 181
RCSJ: 0101-06-109
Project Limits: From Beach Avenue
To Morgan Avenue at Crosstown Expressway

Dated: October 26, 2017

Property Description for Parcel 320

(2) **THENCE,** with the East line of said Lot 5-A and the existing West right-of-way line of Coke Street, along said curve to the left with a radius of 115.00 feet, a central angle of 21 deg. 10 min. 47 sec., an arc length of 42.51 feet, and a chord which bears South 11 deg. 18 min. 37 sec. West, a distance of 42.27 feet to a 5/8 inch diameter iron rod with a 3 inch diameter aluminum TxDOT cap set for the southwest corner of the herein described 0.024 acre parcel, and being in the proposed West right-of-way line of US 181, said iron rod also being 316.47 feet right of Interstate Highway 37 Engineer's Baseline Station 31+57.51, and having State Plane Coordinate of N=17,180,747.87, E=1,336,433.51;**

(3) **THENCE,** North 00 deg. 43 min. 46 sec. East, severing said Lot 5-A and along the proposed West right-of-way line of US 181, a distance of 41.54 feet to the **POINT OF BEGINNING**, containing 0.0024 acres (106 square feet) of land.

EXHIBIT "C"

County: Nueces
Highway: US 181
RCSJ: 0101-06-109
Project Limits: From Beach Avenue
To Morgan Avenue at Crosstown Expressway

Dated: October 26, 2017

Property Description for Parcel 320

All bearings and coordinates are based on the Texas Coordinate System, South Zone (4205), NAD 1983 (93). Due to the combined surface adjustment factor of 1.00000 the distances and coordinate values of surface and grid are equal. All distances are based on U.S. Survey Feet.

Access to and from the transportation facility in areas where access is not specifically denied hereon, may be permitted in accordance with Access Management Manual guidelines.

A parcel plat of even date was prepared in conjunction with this property description.

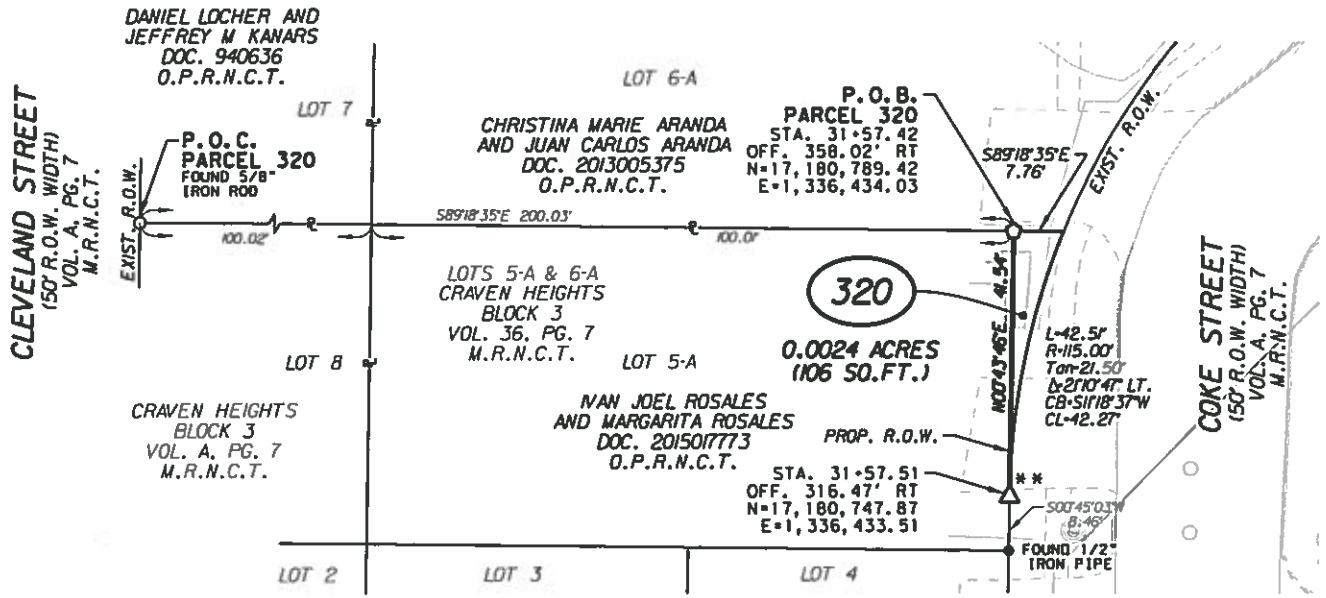
**The monument described and set in this call may be replaced with a TxDOT "Type II" right-of-way marker upon the completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

This survey was performed on the ground under my supervision during February, 2017.



10-26-17

Bennie L. Galvan
Registered Professional Land Surveyor
License No. 5229, State of Texas
CivilCorp, LLC - 4611 E. Airline Suite #300, Victoria, Texas 77904
361-570-7500
Texas Firm Registration No. 100576-00



LEGEND

■	FOUND TxDOT TYPE II MONUMENT
□	SET TxDOT TYPE II MONUMENT
○	FOUND 5/8" IRON ROD WITH PLASTIC CAP STAMPED "CDS/MUERY S.A. TX."
▼	FOUND 5/8" IRON ROD WITH ALUMINUM CAP STAMPED "ACCESS DENIAL POINT"
⬠	SET 5/8" IRON ROD WITH 2" ALUMINUM CAP STAMPED "PROPERTY CORNER"
▽	SET 5/8" IRON ROD WITH 2" ALUMINUM CAP STAMPED "ACCESS DENIAL POINT"
◉	FOUND 5/8" IRON ROD WITH 3" ALUMINUM TXDOT CAP
△	SET 5/8" IRON ROD WITH 3" ALUMINUM TXDOT CAP
●	FOUND 1/2" IRON ROD WITH BMB CAP (UNLESS OTHERWISE NOTED)
REF. CNR.	REFERENCE CORNER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
D.R.N.C.T.	DEED RECORDS NUECES COUNTY, TEXAS
O.R.N.C.T.	OFFICAL RECORDS NUECES COUNTY, TEXAS
O.P.R.N.C.T.	OFFICAL PUBLIC RECORDS NUECES COUNTY, TEXAS
D.T.R.N.C.T.	DEED OF TRUST RECORDS NUECES COUNTY, TEXAS
M.R.N.C.T.	MAP RECORDS NUECES COUNTY, TEXAS
⊣⊢⊣⊢⊣⊢	ACCESS DENIAL LINE (A.D.L.)
- - - - -	PROPOSED ALIGNMENT
———	SURVEY LINE
———	EXISTING RIGHT OF WAY
———	PROPOSED RIGHT OF WAY

NOTES:

1. UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS.
2. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH ZONE (4205), NAD 1983 (93). DUE TO THE COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00000 THE DISTANCES AND COORDINATE VALUES OF SURFACE AND GRID ARE EQUAL. ALL DISTANCES ARE BASED ON (US SURVEY FEET).
3. ACCESS TO AND FROM THE TRANSPORTATION FACILITY IN AREAS WHERE ACCESS IS NOT SPECIFICALLY DENIED HEREON, MAY BE PERMITTED IN ACCORDANCE WITH ACCESS MANAGEMENT MANUAL GUIDELINES.
4. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

STATE OF TEXAS
REGISTERED
BENNIE L. GALVAN
5229
PROFESSIONAL
LAND SURVEYOR

10-26-17

SCALE: 1" = 100'
0' 15' 30'
GRAPHIC SCALE IN FEET

I HEREBY CERTIFY THIS SURVEY WAS PERFORMED ON THE GROUND AND THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY. FEBRUARY 2017.

BENNIE L. GALVAN RPLS#5229

5. **THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

ENRIQUEZ VILLAREAL
ABSTRACT 1

©2017

Texas Department of Transportation

DISTRICT: 16 CORPUS CHRISTI	SURVEY PLAT OF PARCEL 320	COUNTY NUECES
ROW C.S.J. 0101-06-109 CONST. C.S.J. 0101-06-095	US 181-HARBOR BRIDGE	HWY. NO. US 181
ROW TAKING	0.0024 ACRES (106 SF)	PAGE 4 OF 4

CivilCorp ENGINEERS • SURVEYORS
4611 AIRLINE ROAD, SUITE 300, VICTORIA, TEXAS 77904
TBPE REGISTRATION #F-10283 TBPLS REGISTRATION #100578-00

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: Sam Esquivel, Real Estate Services Manager
Sam@pocca.com
(361) 885-6140

Approve Third Amendment of Lease with Accutrans, Inc. Deleting a 0.126 acre Parking Area and a 1,340 Square Foot Office Trailer Designated Tract (B) Located on Cargo Dock 3 & 4 on the South Side of the Corpus Christi Turning Basin, Nueces County, Texas.

SUMMARY: Staff is requesting a third amendment of Lease with Accutrans, Inc. (Accutrans) to delete a 0.126-acre parking area and a 1,340-square foot office trailer, the area designated Tract (B) per the Lease Agreement. Accutrans has relocated the staff that occupies this office to their new 1.10-acre short term leased premises on the north side of Avery Point Turning Basin and no longer has a need for these facilities. Accutrans will retain use of the 2.5 acre barge mooring area until TxDOT provides PCCA notice for Accutrans to vacate the leased premises in connection with the Harbor Bridge Replacement Project. Accordingly, staff and counsel have drafted a Third Amendment of Lease deleting Tract (B) from the leased premises.

BACKGROUND: On March 12, 2013, PCCA granted a lease agreement to Accutrans for a 2.5 acre barge mooring area and 0.126 acre office and parking area (2013 Lease Site) located on the south side of the Corpus Christi Ship Channel. In connection with the US 181 Harbor Bridge Replacement Project, Accutrans was relocated to a 1.10 acre tract (Accutrans Short-Term Lease) which will be used for bunker fueling and a 6.42 acre tract (Accutrans Long-Term Lease) which will be part of the future Barge Fleeting and Bunker Fueling Area. Accutrans has since vacated Tract B of the 2013 Lease Site and relocated to the new site currently being constructed on the north side of Avery Point Turning Basin.

ALTERNATIVES: None

CONFORMITY TO PORT POLICY: Yes- This project is consistent with the PCCA Strategic Plan (Strategic Goal #2 – Provide facilities and services to meet customer needs to provide surface infrastructure and services to support maritime and industrial development).

EMERGENCY: N/A

FINANCIAL IMPACT: Reduction of $18,000 in annual rent ($1,500.00 monthly rent reduction). Flat Iron Dragados has expressed an interest in leasing the office trailer upon availability.

STAFF RECOMMENDATION: Staff recommends approval of the Third Amendment of Lease with Accutrans, Inc.

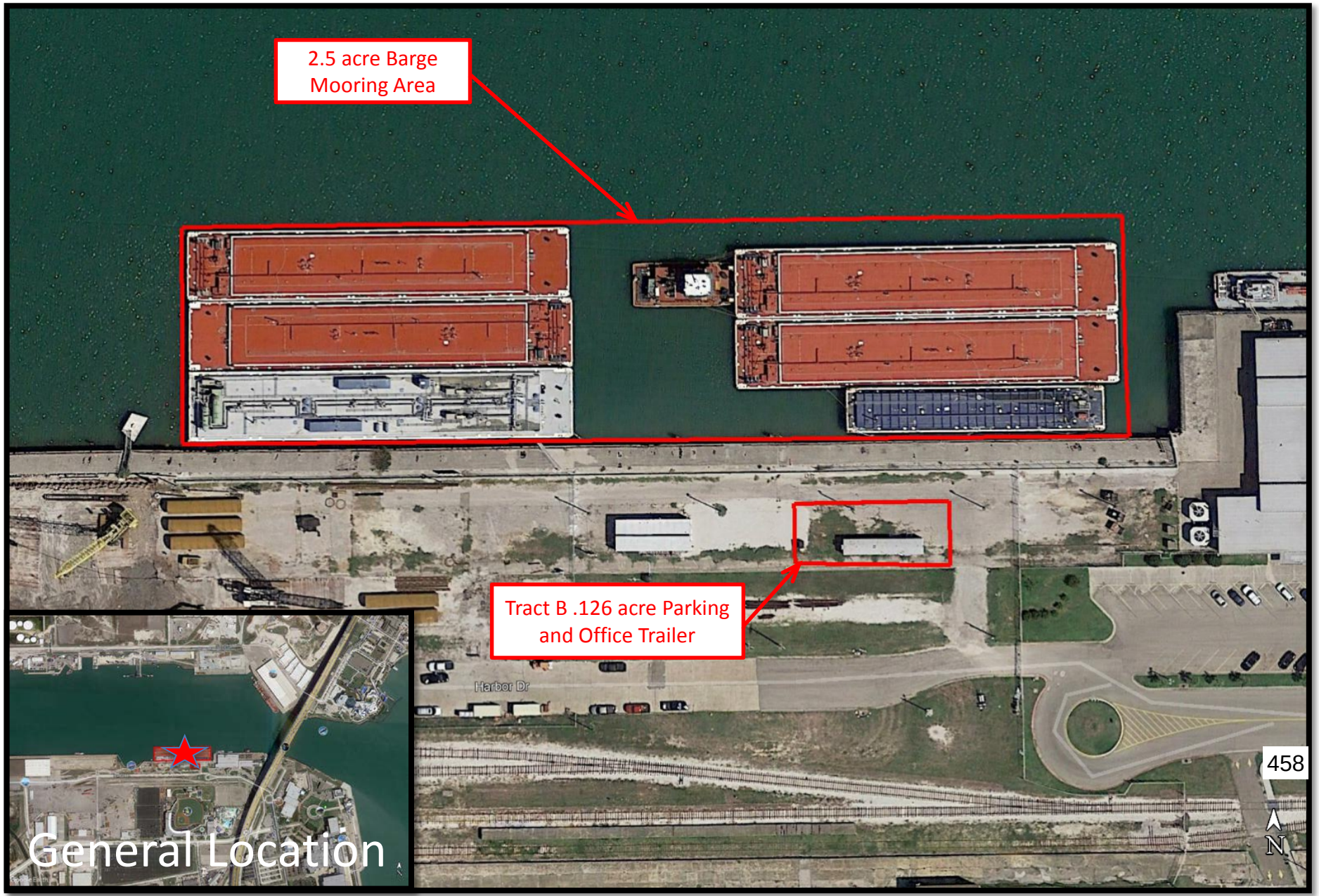
DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate Department
Reviewed & Approved	Sam Esquivel Kent Britton
Legal	Dane Bruun
Senior Staff	Sean Strawbridge John LaRue Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Third Amendment of Lease

Approve Third Amendment of Lease with Accutrans, Inc. Deleting a 0.126 acre Parking Area and a 1,340 Square Foot Office Trailer Designated Tract (B) Located on Cargo Dock 3 & 4 on the South Side of the Corpus Christi Turning Basin, Nueces County, Texas.



THIRD AMENDMENT OF LEASE

This Third Amendment of Lease ("Amendment") is made and entered into effective as of the 1st day of June, 2018 ("Amendment Date"), between the **Port of Corpus Christi Authority of Nueces County, Texas** ("Authority"), a navigation district operating under Article XVI, Section 59 of the Texas Constitution, and **Accutrans, Inc.** ("Lessee"), a Louisiana corporation with a permit to do business in Texas. The Authority and Lessee are sometimes referred to herein individually as a "Party," and collectively as the "Parties").

WHEREAS, by a Lease Agreement dated March 12, 2013 ("Original Lease Agreement"), Authority leased to Lessee the surface of the following tracts of land situated in the Inner Harbor of the Port of Corpus Christi (the "Leased Premises"): (1) a 2.5-acre barge mooring area, which is designated as Tract A on the map attached to the Original Lease Agreement as Exhibit A, and (2) a 0.126-acre office and parking area, which is designated as Tract B on the map attached to the Original Lease Agreement as Exhibit A; and

WHEREAS, the Authority and Lessee entered into a First Amendment of Lease effective as of June 11, 2013 ("First Lease Amendment"), which amended the Original Lease Agreement as follows: (1) Tract B of the Leased Premises was replaced with the 0.126-acre office and parking area designated as Tract B on the map attached to the First Lease Amendment as Exhibit A, (2) a portable building located on the new Tract B was added to the Leased Premises, and (3) the annual rent payable under the Original Lease Agreement was increased by $18,000 per year; and

WHEREAS, the Authority and Lessee entered into a Second Amendment of Lease effective as of January 1, 2017 ("Second Lease Amendment"), which amended the Original Lease Agreement to move the location of the Leased Premises eastward to allow for the construction of the New Harbor Bridge; and

WHEREAS, the Original Lease Agreement as amended by the First Lease Amendment and Second Lease Amendment is referred to herein as the "Lease" and capitalized terms in this Amendment shall have the meanings ascribed to those terms under the provisions of the Lease, except as provided herein; and

WHEREAS, both Parties wish to amend the Lease to delete Tract B, the 0.126-acre office and parking area, from the Leased Premises; and

WHEREAS, deletion of Tract B from the Leased Premises results in a decrease in annual rent payable under the Lease by $18,000 per year; and

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Parties, and in further consideration of the mutual covenants and obligations contained herein, the Parties hereby agree as follows:

1. Effective as of the Amendment Date, Section 1.01 of the Lease is amended in its entirety to read as follows:

Section 1.01. Description of Premises and Term

Authority, in consideration of the rents to be paid and the terms, covenants, and conditions hereinafter set forth, hereby leases to Lessee and Lessee leases from Authority for the entire term, including any extensions, stated in this section, real property with certain improvements situated in Nueces County, Texas, which is described as follows:

The surface estate of that certain tract of 2.5 acres of land, more or less, which is comprised of Tract A, particularly described on Exhibit A attached hereto and incorporated herein by reference, (hereinafter called "Leased Premises").

TO HAVE AND TO HOLD the Leased Premises for a term of Five (5) years, beginning on the 12th day of March 12, 2013, and (subject to earlier termination as herein provided) ending at midnight, Central Time, the 11th day of March, 2018.

Upon expiration of the primary term, Authority hereby grants to Lessee the option to extend the term of this lease agreement for One (1) additional option period not to exceed Five (5) years beginning on the first day after the expiration of the primary term ; but if, at the date the original term or any extended term expires, Lessee is in default beyond any grace period provided in this lease agreement in performing any of the terms of this lease agreement, the remaining option or options are void. The option to extend shall be exercised by Lessee giving to Authority notice in writing of such exercise at least sixty (60) days prior to the expiration of the primary term or any option term of this lease. Notice of an intention to exercise an option under this lease agreement must, to be effective, be sent by certified mail to Authority at the address provided in the section in this lease agreement entitled Payments and Notices and must be postmarked no later than the latest date provided in this section for Lessee's exercising the option. Annual rent shall be determined for each option term pursuant to Section 3.02 of this lease agreement.

Notwithstanding the forgoing, In the event Lessee exercises the option to extend the Term after the expiration of the primary term, should the Authority in the sole judgment of the Authority, determine that the Leased Premises or any portion thereof is needed by the Authority for any reason, Authority shall have the right to terminate this Agreement by giving Lessee written notice of such intent and Lessee shall have 180 days from the date of said notice to vacate and surrender the Leased Premises to the Authority.

2. Effective as of the Amendment Date, Section 3.01 of the Lease is amended in its entirety to read as follows:

Section 3.01. Annual Rent

Subject to adjustments provided for herein, Lessee agrees to pay to Authority at its offices in Corpus Christi, Texas, annual rent for the Leased Premises in the amount of Eighty-Four Thousand Dollars and NO/100 ($84,000.00). The annual rent for the primary term of this lease, to be paid to Authority by Lessee, subject to any adjustments of rent made pursuant to this lease agreement, may

be paid in monthly installments of Seven Thousand and NO/100 Dollars ($7,000.00), in advance and on the first day of each month. Lessee may pay rent in annual installments, in advance, if Lessee elects to do so.

The first annual or monthly installment of rent hereunder is due and payable on or before the earlier of: (i) the 1st day of August 2013 or (ii) on the day that notice is given by the Authority to the Lessee that pursuant to Section 1.02 of this Agreement, the demolition of the submerged and abandoned pilings is substantially complete and Lessee is permitted to take possession of the Leased Premises.

Rent for any fractional year or month at the beginning or end of the lease term will be prorated on a per-day basis. Each annual payment of rent is due and payable on or before the first day of each succeeding year thereafter; each monthly installment of rent is due and payable on or before the first day of each succeeding month thereafter. Annual or monthly payments must be paid at the offices of Authority in Corpus Christi, Nueces County, Texas. If Lessee should fail to pay Authority any sum to be paid by Lessee to Authority hereunder within thirty (30) days after such payment is due, interest on the unpaid amount shall accrue at a rate of fifteen percent (15%) per annum or the maximum rate allowed by law, whichever is lesser, from the date payment was due until the date payment is made. Authority may also impose a late charge of Twenty-Five Dollars ($25.00) or five percent (5%) of the unpaid amount, whichever is greater, to defray Authority's administrative costs incurred as a result of Lessee's failure to timely make such payment, the amount of such costs not being readily ascertainable. Any such late charge shall be in addition to all other rights and remedies available to Authority hereunder or at law or in equity and shall not be construed as liquidated damages or limiting Authority's remedies in any manner. Failure to pay such interest or late charge within thirty (30) days after written demand shall be an event of default hereunder. Following the dishonor of any check presented for payment, Authority shall have the right, at Authority's option, to require all further payments to be made by certified check, money order or wire transfer. For purposes of this section, any adjustment payment made by Lessee to correct a prior underpayment shall be treated as due on the date such underpayment was due; provided, however, an adjustment payment made by Lessee as the result of an independent audit conducted at Lessee's expense shall not be subject to a late charge as described herein.

Rent must be paid to Authority at its address for notice hereunder or to such other person or at such other address in Nueces County, Texas, as Authority may from time to time designate in writing. Rent must be paid in legal tender of the United States of America without notice, demand, abatement, deduction or offset.

This is a net lease. Authority shall not be required, except as required in Section 1.02 of this lease agreement, to make any expenditure, incur any obligation, or incur any liability of any kind whatsoever in connection with this lease or the financing, ownership, construction, reconstruction, maintenance, operation, or repair of the Leased Premises or the improvements thereon.

3. Effective as of the Amendment Date, Section 4.01 of the Lease is amended in its entirety to read as follows:

Section 4.01. Use

The Leased Premises may be used for the following purposes, and for no other purpose, unless written permission for other use is obtained from Authority:

Tract A of the Leased Premises, may be used for barge fleeting, barge stripping, barge cleaning operations or minor cold work mechanical repairs to barges. Barge fleeting operations will be provided to all Users of the Port of Corpus Christi Authority requesting such services from Authority provided that: 1) user maintains an account in good standing with Lessee, 2) fleeting space is available, or 3) there is sufficient water depth for the vessel in question at the Leased Premises.

All barges and assist tugs must be securely moored within the limits of Tract A of the Leased Premises.

Lessee is aware that the Lease Area is located adjacent to an existing baseball stadium where firework displays regularly occur. Lessee agrees to operate and use the Lease Premises in a way, including making provisions to relocate barges and tugs as required elsewhere during the firework displays, to ensure Lessee will not create a hazard during the firework displays per any National Fire Protection Association (NFPA), United States Coast Guard (USCG), or other applicable code, regulation, or policy, due to the anticipated continued firework displays. At the time of the execution of the lease, Lessee reportedly coordinated with the current organization managing the firework displays and coordinated with the USCG, and reported to Authority that neither the USCG nor the management of the fireworks displays have concerns with the proposed use of the Leased Premises.

Lessee will not:

A. Use, occupy or permit the use or occupancy of the Leased Premises for any purpose or in any manner, which is directly or indirectly:

Inconsistent with the requirements of Section 4.01 hereof;

Violative of (a) judicial decisions, orders, injunctions, writs, statutes, rulings, rules, regulations, promulgations, directives, permits, certificates or ordinances of any governmental authority in any way applicable to Lessee or the Leased Premises, including zoning, environmental and utility conservation matters; (b) Authority's Tariffs or Rules and Regulations; (c) insurance requirements; or (d) other documents, instruments or agreements (written or oral) relating to the Leased Premises or to which the Leased Premises may be bound or encumbered;

Dangerous to life or property or a public or private nuisance; or

Disruptive to the activities of any other tenant or occupant of property adjacent to the Leased Premises;

B. Bring or permit to remain on the Leased Premises any asbestos, petroleum or petroleum products, explosives or toxic materials except for commercially reasonable amounts of materials used in the ordinary course of Lessee's business, nor commit or permit to remain any waste or damage to the Leased Premises; or

C. Commit, or permit to be committed, any action or circumstance on or about the Leased Premises which, directly or indirectly, would or might justify any insurance carrier in increasing the rate of or canceling the insurance policies maintained by Lessee or Authority on the Leased Premises or improvements thereon, or those of other lessees of Authority's property adjacent to the Leased Premises.

D. The Leased Premises shall not be used for any purpose or business deemed as extra hazardous by the Insurance Services Office.

4. This Amendment shall be binding on the successors and assigns of the Parties.

5. Except as specifically amended hereby, all terms and conditions of the Lease shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Lease, the terms and conditions of this Amendment shall control.

Executed in duplicate originals effective as of the Amendment Date.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized officers effective for all purposes as of the Amendment Date.

[Signature page follows this page]

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____
Sean Strawbridge
Chief Executive Officer

ACCUTRANS, INC.

By: _____
_____
President

STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ day of July, 2018, by SEAN STRAWBRIDGE, as Chief Executive Officer of the Port of Corpus Christi Authority of Nueces County, Texas, on behalf of the Port.

_____
NOTARY PUBLIC, STATE OF TEXAS

(seal)

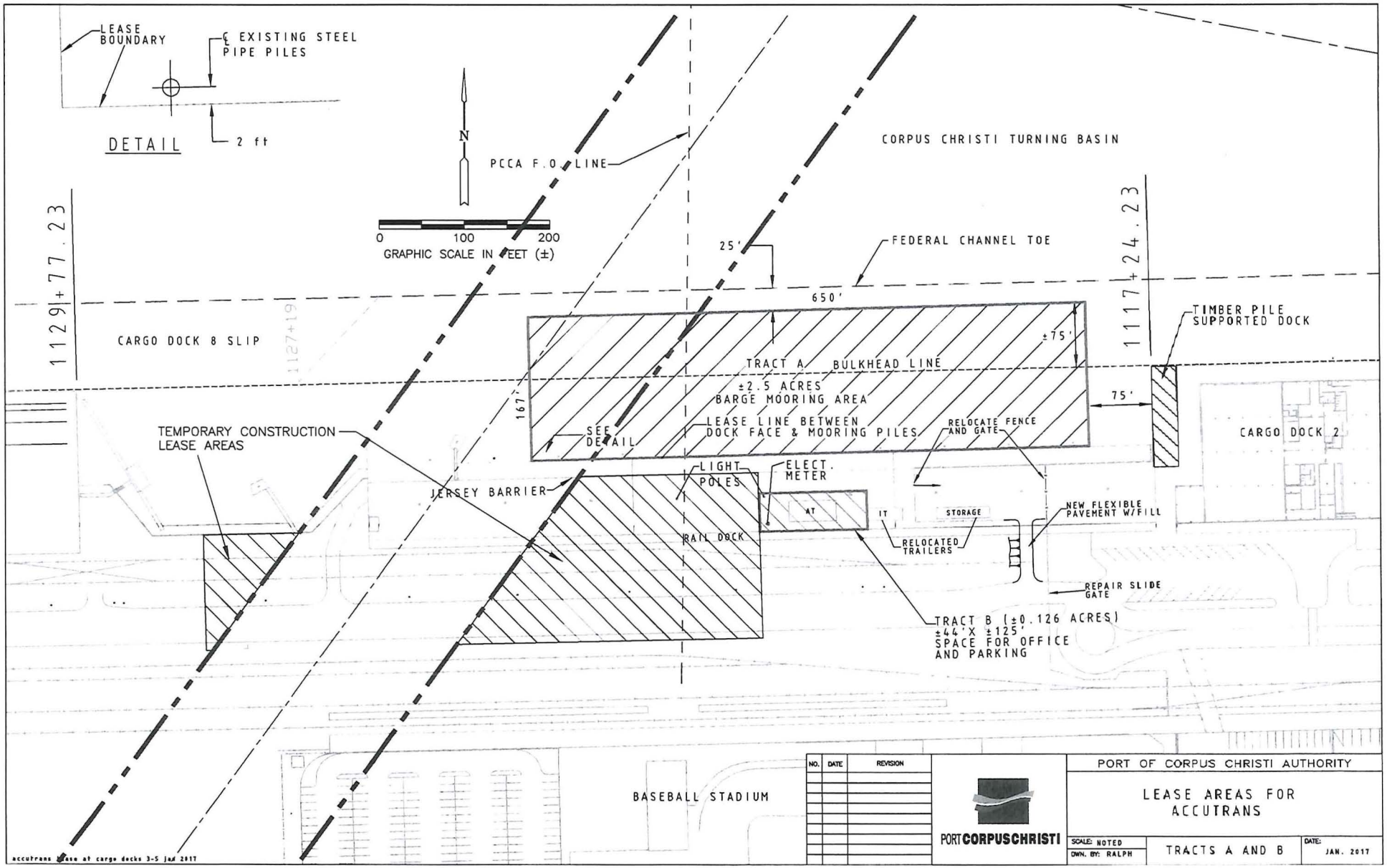
STATE OF LOUISIANA §
§
PARISH OF _____ §

This instrument was acknowledged before me on the _____ day of July, 2018, by _____, President of Accutrans, Inc., on behalf of the corporation.

_____
NOTARY PUBLIC, STATE OF LOUISIANA

(seal)

EXHIBIT A
MAP OF THE LEASED PREMISES


LEASE BOUNDARY
℄ EXISTING STEEL PIPE PILES
DETAIL
2 ft
N
0 100 200
GRAPHIC SCALE IN FEET (±)
PCCA F.O. LINE
CORPUS CHRISTI TURNING BASIN
1129+77.23
1127+19
1117+24.23
CARGO DOCK 8 SLIP
25'
FEDERAL CHANNEL TOE
650'
±75'
TRACT A BULKHEAD LINE
±2.5 ACRES
BARGE MOORING AREA
LEASE LINE BETWEEN
DOCK FACE & MOORING PILES
167'
SEE DETAIL
TIMBER PILE SUPPORTED DOCK
75'
CARGO DOCK 2
RELOCATE FENCE AND GATE
TEMPORARY CONSTRUCTION LEASE AREAS
JERSEY BARRIER
LIGHT POLES
ELECT. METER
AT
IT
STORAGE
NEW FLEXIBLE PAVEMENT W/FILL
RAIL DOCK
RELOCATED TRAILERS
REPAIR SLIDE GATE
TRACT B (±0.126 ACRES)
±44'X ±125'
SPACE FOR OFFICE AND PARKING
BASEBALL STADIUM
accutrans lease at cargo docks 3-5 Jan 2017
NO. DATE REVISION
PORT CORPUS CHRISTI
PORT OF CORPUS CHRISTI AUTHORITY
LEASE AREAS FOR ACCUTRANS
SCALE: NOTED
DWN. BY: RALPH
TRACTS A AND B
DATE: JAN. 2017

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: Sarah L. Garza, Director of Environmental Planning & Compliance
sarah@pocca.com
(361) 885-6163

Approve Service Order No. 10 in the Amount of $7,000 with Tricord Consulting, LLC, Under Professional Services Master Agreement No. 07-16, For Environmental Consulting Services to Conduct Site Wide Modeling for the Air Permit Amendment Application for the Bulk Terminal.

SUMMARY: Staff requests approval to issue Service Order No. 10 of Master Agreement No. 07-16 with Tricord Consulting, LLC for environmental consulting services to conduct site wide modeling for the air permit amendment application for the Bulk Terminal for an amount of $7,000.

BACKGROUND: The new crane at Bulk Dock 1 and the consolidation of the tenant operations require an amendment to the Port's existing air permits for the Bulk Terminal. With the consolidation of the tenant operations and the Port taking over responsibility of the tenant operations, staff and the consultant have developed a permitting strategy and a draft permit application that includes the consolidation of the Bulk Dock 1 and Bulk Dock 2 air permits held by the Port and the individual permits held by each tenant for the respective pad operations.

The permit amendment application preparation included the finalization of the emission calculations and modeling of the combined permits, as well as completion of the full permit application package. In addition, the change of the covered conveyors from ¾ covers to full covers has not been accounted for in the current Bulk Dock 2 air permit. This is an improved control efficiency in place that should be captured in the permit amendment application and will offset the additional emission points. However, the initial modeling represented issues with the new operations proposed under the Master Plan. This initial modeling is conservative and requires Site-Wide modeling per the Texas Commission on Environmental Quality's protocol to further refine and identify the appropriate emission factors for the proposed operations.

ALTERNATIVES: N/A.

CONFORMITY TO PORT POLICY: Conforms to Strategic Plan Goal #5 (Be an Environmental Leader), Strategic Objective 5B (Continue to Meet and Exceed Regulatory Standards), Action Item 2 (Develop and Implement Regulatory Strategy for Future Environmental Regulations).

EMERGENCY: N/A.

FINANCIAL IMPACT: This permit authorization will allow construction of the new crane and consolidation of the tenant operations. The proposed permitting strategy will combine the multiple permits into a single permit and build in flexibility to the overall operations at the Bulk Terminal.

The two previous service orders, Service Order No. 1 and No. 8, were for amounts of $56,069 and $35,000, respectively. The new total amount including Service Order No. 10 is $98,069.

STAFF RECOMMENDATION: Staff recommends approval of the Service Order No. 10 with Tricord Consulting, LLC for environmental consulting services to conduct site wide modeling for the air permit amendment application for the Bulk Terminal in the amount of $7,000.

DEPARTMENTAL CLEARANCES:

Originating Department	Environmental Planning & Compliance
Reviewed By	Sarah Garza
Legal	Used Standard Service Order
Senior Staff	John LaRue Sean Strawbridge

LIST OF SUPPORTING DOCUMENTS:

Service Order No. 10 with Tricord Consulting, LLC

SERVICE ORDER NO. 10
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER AGREEMENT NO. 07-16
PROJECT NO. 16-030A

Pursuant to PCCA Master Agreement No. 07-16 between Port of Corpus Christi Authority of Nueces County, Texas ("PCCA") and TRICORD Consulting, LLC ("ENVIRONMENTAL CONSULTANT"), ENVIRONMENTAL CONSULTANT will provide the Basic and Additional Services set forth in Exhibit A of Master Agreement No. 07-16 in accordance with any additions or deletions to the same or any Services different from those described in the said Exhibit A, in this Service Order. This Service Order modifies or amends PCCA Master Agreement No. 07-16, the provisions of which not specifically amended by this Service Order will remain in effect.

Description of Project:

The PCCA has completed the Master Plan for our Bulk Terminal Facility. The updated Master Plan proposes recommendations to improve operational efficiency and for capital expansions at the facility. Under Service Order No. 1 and 8, Consultant has developed a permitting strategy for these recommendations and a draft permit application, respectively. PCCA would like to submit a permit amendment application for the developed permitting strategy. However, it has been determined that site wide modeling will need to be performed to demonstrate compliance with regard to offsite impacts.

Project Contact for PCCA:	Project Contact for ENVIRONMENTAL CONSULTANT:
Project Manager: Sarah Garza	Project Manager: Joe Ibanez
Phone Number: (361) 885-6163	Phone Number: (888) 900-0746 ext.700

Scope of Services:

1. Study/Report Phase.

   In accordance with Section A-101 of Exhibit A of the Master Agreement, ENVIRONMENTAL CONSULTANT will provide the following services:

   Site-wide modeling is necessary to further evaluate potential impacts from PM_{10}, $PM_{2.5}$, and H_2S and evaluate any potential off-property impacts and will be completed by ENVIRONMENTAL CONSULTANT in accordance with the TCEQ's published Modeling Guidance. All emissions sources for these pollutants at the site will be modeled using a refined air dispersion model to determine if there are any potential off-site impacts compared to the State Property Line Standard for H_2S and the National Ambient Air Quality Standards (NAAQS) for PM_{10} and $PM_{2.5}$. Background concentrations will also be determined for these pollutants using a nearby or surrogate ambient air monitor, as applicable. If it is determined there are potential impacts, ENVIRONMENTAL CONSULTANT will evaluate the culpable sources and back calculate the emission rate(s) that provides impacts less than the standards and include in the permit amendment that is under development per Service Order # 8.

2. Preliminary Design Phase.

   In accordance with Section A-1.02 of Exhibit A of the Master Agreement, ENVIRONMENTAL CONSULTANT will provide the following services:

   None.

3. Final Design Phase.

   With concurrence from PCCA on the preliminary design and in accordance with the Basic Services in Section A-1.03, A-1.04, and A-1.05 of Exhibit A of the Master Agreement, ENVIRONMENTAL CONSULTANT will provide the following services:

   None.

Service Schedule:

ENVIRONMENTAL CONSULTANT proposes to start this scope of services immediately upon your approval and assigned tasks will be completed within one month following execution of the service order. The permit amendment will be submitted to the TCEQ not later than August 31, 2018, to coincide with the crane procurement schedule.

Deliverables:

The site-wide modeling analysis will require two (2) runs using AERMOD.

Project Team:

The Project team to be used on this project will include the following:

Primary:

Joe Ibanez - Senior Regulatory Professional – II

Shane Dillard - Senior Technical Specialist

Katherine Wiley – Senior Project Manager

Anthony Anders - Technical Specialist – III

Windy Rainey - Administrative Assistant

Additional Staff (as necessary):

Ryan Atkinson - Senior Regulatory Professional – I

Jon Brubaker - Senior Technical Specialist

Matthew Kessing - Technical Specialist – III

Subcontractors to be used on this project will include the following:

None

Compensation:

In accordance with Article 4 of Master Agreement No. 07-16 and negotiations between the parties, ENVIRONMENTAL CONSULTANT will be compensated pursuant to this Service Order as follows:

Report & Study Phase	$ 7,000
Preliminary Design Phase	$ 0
Final Design Phase	$ 0
Total Compensation for Services per Exhibit C-4.01 not to exceed	**$ 7,000**
Contingency *(PCCA Approval Required)*	$ 0

Reimbursement:

The following applies to expenses reimbursed under this Service Order:

Invoices: ENVIRONMENTAL CONSULTANT will submit invoices to PCCA monthly in accordance with the fee schedule set forth in this Agreement. Requests for payment must be supported by documentation such as invoices, receipts, statements, stubs, tickets, time sheets, and any other documentation that, in the reasonable judgment of PCCA, provides complete substantiation of Reimbursable Expenses incurred by ENVIRONMENTAL CONSULTANT. All deliverables and reimbursement documents submitted to PCCA must prominently display PCCA Master Agreement No. 07-16, Service Order No. 9**.**

Funding Agency: Not Applicable.

Termination or Interpretation of Services:

PCCA reserves the right to halt or defer all or any portion of the Services included in the Scope of Services for this Service Order at any time during the performance period. If the Services are halted or deferred, the parties agree that the schedule and budget may require renegotiation.

Amendments to Service Order:

Material changes to this Service Order may be made only by written agreement of the parties to the Agreement. All provisions of PCCA Master Agreement No. 07-16 not specifically amended by this Service Order will remain in force and effect.

Material Changes to Master Agreement:

All provisions of PCCA Master Agreement No. 07-16 are in full force and effect.

Effective on the date executed by the last party to this Service Order.

Port of Corpus Christi Authority of
of Nueces County, Texas

By:_____

Name: Sarah L. Garza

Title: Director of Environmental Planning & Compliance

Date of Execution:_____

"PCCA"

TRICORD CONSULTING, LLC

By:_____

Name: Joe J. Ibanez

Title: Client Relationship Manager

Date of Execution: 07/09/2018

"ENVIRONMENTAL CONSULTANT"

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: Rosie Collin
Interim Director of Communications /Director of Community Relations
rosie@pocca.com
(361) 885-6115

Approve Amendment #2 to Consulting Services Contract for Crosswind Communications, LLC for Additional Media Services

SUMMARY: Staff seeks Port Commission approval of amendment to Consulting Services Contract with Crosswind Communications, LLC to increase the scope of services and compensation through December 31, 2018 for strategic media and communications services.

BACKGROUND: Crosswind Communications, LLC was contracted February 19, 2018 for a 90-day media campaign ending May 31, 2018. The February through May, 2018 services contract was an hourly fee based rate plus approved reimbursable expenses for ads not to exceed $48,000. Amendment #1 was approved by Commission April 17, 2018 to continue Crosswind Communications media services for the period June through December 2018 with services of $48,000 plus approved reimbursable expenses not to exceed $27,000 for a total amendment to contract of $75,000. Amendment #2 will add additional scope of services effective July 2018 with services of $24,000 plus approved reimbursable expenses not to exceed $15,000 for a total amendment to contract of $39,000.

LEAD CONTACT: ROSIE COLLIN

ALTERNATIVES:

CONFORMITY TO PORT POLICY: Meets Strategic Goal 3A to build and sustain productive relationships with all stakeholders

EMERGENCY: No.

FINANCIAL IMPACT: The fee for July through December, 2018 additional services will be $24,000 plus approved reimbursable expenses not to exceed $15,000**.** The total contract fee for services plus approved reimbursable expenses February 19 through December 31, 2018 are not to exceed $162,000.

STAFF RECOMMENDATION: Staff recommends approval of amendment #2 to the consulting services contract with Crosswind Communications, LLC for remainder of the calendar year 2018 in the amount of $24,000 plus approved reimbursable expenses not to exceed $15,000.

DEPARTMENTAL CLEARANCES:

Originating Department	Community Relations
Reviewed & Approved	Procurement
Legal	Dane Bruun
Senior Staff	Jarl Pedersen
	Dennis DeVries
	Sean Strawbridge
	John LaRue

LIST OF SUPPORTING DOCUMENTS: Amendment #2 to Consulting Services Contract

AMENDMENT NO. 2
TO
CONSULTING SERVICES CONTRACT
FOR ADDITIONAL SERVICES

This Amendment No. 2 to Consulting Services Contract for Additional Services (the ***"Amendment")*** is made effective as of July 17, 2018 ***("Amendment Date")*** by and between the Port of Corpus Christi Authority of Nueces County, Texas, a navigation district operating under Article XVI, Section 59 of the Texas Constitution ***("Authority"),*** and Crosswind Communications, LLC ***("Consultant").*** Authority and Consultant are sometimes individually referred to herein as a ***"Party"*** and collectively as the ***"Parties".***

WHEREAS, Authority and Consultant entered into a Consulting Services Contract dated February 19, 2018, in connection with media consulting services to create awareness of the Port expansion project (the ***"Agreement")***; and

WHEREAS, capitalized terms in this Amendment shall have the meanings given to them in the Agreement, except as provided herein; and

WHEREAS, the Authority and Consultant have agreed (i) to expand the Services to be provided under the Agreement, (ii) to amend the Project Representative, and (iii) to increase the compensation payable to Consultant under the Agreement.

NOW, THEREFORE, for a good and valuable consideration, the Parties hereby agree as follows:

A. **Exhibit A** of the Agreement is hereby amended by adding thereto the additional services described **Attachment A-1** to this Amendment.

B. **Section 3 (COORDINATION OF SERVICES BY AUTHORITY)** of the Agreement is hereby amended by amending the Project Representative of Section 3 to read as follows:

For the purposes of this Contract, the Project Representative shall be:

Rosie Collin
Interim Director of Communications / Director of Community Relations
222 Power St.
Corpus Christi, TX 78401
(361) 885-6115
rosie@pocca.com

C. **Exhibit B** of the Agreement is hereby amended by adding thereto the additional compensation described in **Attachment B-1** to this Amendment.

D. Section 7 of the Agreement is hereby amended in its entirety to read as follows.

7. COMPENSATION: The compensation to be paid Consultant for providing the Services shall be the compensation described in Exhibit B hereto, which is incorporated herein by reference; provided, however, the total paid to Consultant for the Services shall not exceed One Hundred Sixty-Two Thousand Dollars ($162,000). Consultant will obtain the approval of Authority's Project Representative relative to incurring travel and other expenses before incurring such costs.

E. This Amendment shall be binding on the successors and assigns of the Parties.

F. Except as specifically amended hereby, all terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control.

G. This Amendment maybe executed in multiple counterparts, each of which will be considered to be an original. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. The Parties may provide signatures to this Amendment by facsimile or Adobe ".pdf" file and such facsimile or Adobe ".pdf" file signatures shall be deemed to be the same as original signatures.

[The signature page follows this page.]

In Witness Whereof, each Party has caused this Amendment to be executed by its duly authorized representative effective for all purposes as of the Amendment Date.

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

By: _____
Sean Strawbridge
Chief Executive Director

_____

By: _____
Name: _____.
Title: _____

ATTACHMENT A-1

SCOPE OF SERVICES

Consultant will provide strategic media and communications counsel services to the Port of Corpus Christi in support of its vision and mission, to specifically include the Harbor Island development and state and federal policy communications guidance.

Specifically, Consultant will provide:

- Media and stakeholder engagement support for the Harbor Island feasibility study and the Channel Improvement Project;

- Communications and spokesperson support for the Port of Corpus Christi with local, state and national media;

- Executive communications and stakeholder engagement support before state and federal offices and agencies; and,

- Brand strategy counsel.

MEASURING RESULTS

Consultant will determine a day every week in which we will hold a conference call meeting. The purpose of these weekly meetings will be to follow up on the previous week's activities and to outline the objectives for the upcoming week. These meetings will be goal-driven, adhering closely to the plan outlined. In addition to weekly meetings, Consultant will provide a monthly account service review and report. These reports will be included with your monthly invoice and will give you a complete accounting for every activity accomplished over the previous month.

ATTACHMENT B-1

FEE SCHEDULE

The Consultant will perform the Services described in Attachment A-1 in accordance with the terms and conditions of this Contract will be compensated fees of $4,000 per month plus approved reimbursable expenses not to exceed $15,000.

	Services	Reimbursable Expenses	Total
Original Contract Amount	$48,000		$ 48,000
Amendment No. 1	$48,000	$27,000	$ 75,000
Amendment No. 2	$24,000	$15,000	$ 39,000
Total Contract Amount			**$162,000**

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: Nelda Olivo, Director of Governmental Affairs
nelda@pocca.com
(361) 885-6113

Approve Amendment for Additional Compensation to Daniel J. Edelman, Inc. Consulting Services Contract for 2018

SUMMARY: Staff seeks Port Commission approval of Amendment for additional compensation to Consulting Services Contract with Daniel J. Edelman, Inc., for 2018.

BACKGROUND: Daniel J. Edelman, Inc. is a globally recognized public relations firm specializing in maritime, energy, agriculture and infrastructure sectors. The firm is contracted to develop a communications program and advocacy campaign to generate favorable coverage for our Corpus Christi Ship Channel Improvement Project with national and DC media, government officials and policymakers utilizing media outreach, media briefings, Op-Ed placement and coalition building. The current consulting services contract is for the period of January through December 2018 with fees and internal expenses and estimated travel reimbursement not to exceed $137,200 plus 3rd party ad expenses plus 10% mark-up to be billed as incurred. Amendment #1 will add additional fees and internal expenses not to exceed $127,200 for the period June through December 2018.

LEAD CONTACT: NELDA OLIVO

ALTERNATIVES: None.

CONFORMITY TO PORT POLICY: Meets Strategic Goal 2A to provide facilities and services to meet customer needs, Strategic Objective 2A to provide deepwater required to support maritime and industrial development, Action 1b to designate channel improvement project and maintenance as a priority communications message.

EMERGENCY: No.

FINANCIAL IMPACT: The total 2018 contract for services, internal expenses and estimated travel reimbursement are not to exceed $264,400 plus approved 3rd party ad expenses with 10% mark-up to be billed as incurred.

STAFF RECOMMENDATION: Staff recommends approval of Amendment #1 to the consulting services contract with Daniel J. Edelman, Inc. for calendar year 2018.

DEPARTMENTAL CLEARANCES:

Originating Department	Governmental Affairs
Reviewed & Approved	Procurement
Legal	Dane Bruun
Senior Staff	Jarl Pedersen
	Dennis DeVries
	Sean Strawbridge
	John LaRue

LIST OF SUPPORTING DOCUMENTS: Amendment #1 Consulting Services Contract

AMENDMENT NO. 1
TO
CONSULTING SERVICES CONTRACT
FOR ADDITIONAL COMPENSATION

This Amendment No. 1 to Consulting Services Contract for Additional Compensation (the ***"Amendment")*** is made effective as of July 17, 2018 ***("Amendment Date")*** by and between the Port of Corpus Christi Authority of Nueces County, Texas, a navigation district operating under Article XVI, Section 59 of the Texas Constitution ***("Authority"),*** and Daniel J. Edelman, Inc. ***("Consultant").*** Authority and Consultant are sometimes individually referred to herein as a ***"Party"*** and collectively as the ***"Parties".***

WHEREAS, Authority and Consultant entered into a Consulting Services Contract dated January 1, 2018, in connection with media consulting services to create awareness of the Port expansion project (the ***"Agreement")***; and

WHEREAS, capitalized terms in this Amendment shall have the meanings given to them in the Agreement, except as provided herein; and

WHEREAS, the Authority and Consultant have agreed to increase the compensation payable to Consultant under the Agreement;

NOW, THEREFORE, for a good and valuable consideration, the Parties hereby agree as follows:

A. **Exhibit B** of the Agreement is hereby amended by adding thereto the additional compensation described in **Attachment B-1** to this Amendment.

B. Section 7 of the Agreement is hereby amended in its entirety to read as follows.

> **7. COMPENSATION**: The compensation to be paid Consultant for providing the Services shall be the compensation described in Exhibit B hereto, which is incorporated herein by reference; provided, however, the total paid to Consultant for the Services shall not exceed Two Hundred Sixty-Four Thousand Four Hundred Dollars ($264,400). Consultant will obtain the approval of Authority's Project Representative relative to incurring travel and other expenses before incurring such costs.

C. This Amendment shall be binding on the successors and assigns of the Parties.

D. Except as specifically amended hereby, all terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and

conditions of the Agreement, the terms and conditions of this Amendment shall control.

E. This Amendment maybe executed in multiple counterparts, each of which will be considered to be an original. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. The Parties may provide signatures to this Amendment by facsimile or Adobe ".pdf" file and such facsimile or Adobe ".pdf" file signatures shall be deemed to be the same as original signatures.

[The signature page follows this page.]

In Witness Whereof, each Party has caused this Amendment to be executed by its duly authorized representative effective for all purposes as of the Amendment Date.

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

By: _____
Sean Strawbridge
Chief Executive Director

DANIEL J. EDELMAN, INC.

By: _____
Name: _____
Title: _____

ATTACHMENT B-1

FEE SCHEDULE

The Consultant will perform the Services described in Attachment A in accordance with the terms and conditions of this Contract will be compensated fees and internal expenses charge not to exceed $127,200 for the period of June 1 through December 31, 2018.

	Services	Internal/Travel Expenses	Total
Original Contract Amount	$120,000	$17,200	$137,200
Amendment No. 1	$120,000	$ 7,200	$127,200
Total Contract Amount			**$264,400**

Port of Corpus Christi
Communications Progress



Communications Activity at a Glance

NOVEMBER 2017 – TODAY

Since November 2017, Edelman has worked with the Port of Corpus Christi to leverage several significant milestones **Inside the Beltway** with communications support, including:

- Inclusion of the **Port's Channel Improvement Project** in the President's proposed FY19 budget
- U.S. Army Corps of Engineers allocating **$23 million for the Port** in its FY18 Work Plan
- The Port's attendance at the **World Gas Conference**, which resulted in various media interviews and reporter 1:1's
- Two-year anniversary of the crude oil export ban lifting
- A **letter to the White House** from six energy company CEOs advocating for the Port's expansion project
- Mention of energy exports, infrastructure investment and trade in the President's **State of the Union address**
- Facilitating meetings with **Special Assistant to the President Paul Teller and Rep. Steve Scalise** (R-LA)
- Lloyd's List dubbing the Port **'Deal of the Year'** for its lease agreement with Gulf Coast Growth Ventures
- Facilitating press release and media coverage of Port of Corpus Christi executives **visiting the Panama Canal**
- A **letter of support to the U.S. Army Corps of Engineers** from Texas Governor Greg Abbott
- A **letter to the U.S. Army Corps of Engineers** from a bipartisan group of Members of the Congressional Texas Delegation on behalf of the Port's Channel Improvement Project
- A DC fly-in from Sean Strawbridge and Vice Chairman Wayne Squires to undertake a media training session and a series of meetings with government officials and **top tier, national reporters**
- Mr. Strawbridge testifying before the **House Oversight & Government Reform** Committee

Communications Activity by Numbers

170+ *media mentions*	**5** *op-eds placed in Inside the Beltway, national & key industry trade publications*
23 *news releases shared with tailored list of top-tier energy, infrastructure & trade media*	**11** *1:1 reporter briefings to build relationships with DC & national media*

Recent Media Wins & Connections for the Port of Corpus Christi



The Port of Corpus Christi Media Mentions

CNN Money

The mounting infrastructure crisis Washington isn't fixing fast enough

by Lydia DePillis @CNNMoney

"The president's fiscal 2019 budget for the US Army Corps of Engineers, which owns the channel, requested $13 million for the project. Not nearly enough to finish the job, even with the port itself supplying another $102 million."

HOUSTON CHRONICLE

Permian oil headed for Corpus Christi export terminals as U.S. upends global markets

By Collin Eaton

"Over the next few years, millions of barrels of crude …will pour into Corpus Christi on its way to seaports in Europe and Asia, making the city the main corridor for U.S. energy exports and giving the region a pivotal role in reshaping global oil markets."

WSJ

Energy Firms Will Build U.S. Gateway for World's Biggest Tankers

New U.S. crude export facilities on the Gulf Coast may bring the world's troubled business of operating big tankers a needed new market for transporting oil.

Spotlight: Inside the Beltway Op-Eds

THE HILL

Exporting American energy requires investing in ports

In light of the goals outlined in the president's State of the Union address, we cannot stress enough the importance of American infrastructure — including its energy ports — in fully leveraging this potential. Energy exports are one of the few positive trade stories our country has been able to tell in the last decade. To take advantage of our natural resource abundance, it is imperative that we invest where it matters: the infrastructure that facilitates the expansion of these exports abroad. […]

Here in Corpus Christi, we have seen firsthand how infrastructure investment can lead to heightened success in the global marketplace. It is because of the unique opportunity provided by the United States' resource wealth that the Port of Corpus Christi is currently pursuing an expansion of the Corpus Christi Ship Channel.

MORNING CONSULT

Exporting Crude Oil Helps Diminish Trade Deficit

BY CHARLES W. ZAHN
December 21, 2017

"Two years ago, Congress made the right call by ending a policy that stifled us from establishing ourselves as a dominant presence on the world stage. With domestic oil and gas production continuing to rise and a constantly shifting global landscape, we should continue to invest where it counts: in the segments of our economy that are working for us. By every metric, the expansion of crude oil exports alongside other energy commodities has been a financial and geopolitical boon.

"Where we go from here is important. Investing in energy production clearly works, but policies and natural resources will only take us so far. To reach our full potential, we must build and maintain world class infrastructure that allows us to reach communities here at home and our friends and allies abroad we are committed to supporting."

Spotlight: World Gas Conference

JUNE 25-29, 2018

- Port of Corpus Christi CEO Sean Strawbridge and Vice Chairman of the Port Commission Wayne Squires attended the World Gas Conference 2018. During the conference:
  - The Port hosted a reception for policymakers and industry leaders. Anna Maria Anders, Poland's Secretary of State, was in attendance, along with Rep. Weber (R-TX) and representatives from other elected officials' and government offices.
  - At the reception, Mr. Strawbridge was interviewed by Bloomberg, resulting in a story focused on the outlook for energy exports.
  - Mr. Strawbridge sat down with TIME Magazine for a future piece regarding LNG exports, and he met with CNBC to invite them to the Port for a live segment later this year.
  - Two op-eds on energy trade ran in the Houston Chronicle and Icons of Infrastructure, signed by Mr. Strawbridge and Chairman Charles Zahn, respectively. The Port of Corpus Christi communications team was active on social media throughout the week, resulting in high engagement.
  - Following the conference, Edelman shared an ICYMI with Beltway reporters on Friday, which highlighted the Port's strong presence at the WGC and recent media hits.

27th WORLD GAS CONFERENCE | JUNE 25-29 2018 | WASHINGTON DC | IGU

HOUSTON CHRONICLE

Want to bridge the trade gap with China? Invest in Texas ports — and exports [Opinion]

"Texas seaports have seen a significant portion of this growth first-hand. For example, by the end of this year, the Port of Corpus Christi expects to have facilitated the shipment of 200 million barrels of crude oil in addition to 5.6 million barrels of liquefied petroleum gases and 101 million barrels of refined petroleum products."

Icons OF INFRASTRUCTURE

Why the World Needs America's Energy Exports

"The Port of Corpus Christi undeniably reflects this shift as growth in U.S. energy exports booms. What's driving this growth is the shale revolution, and Texas leads the nation in onshore energy production. And if the shale renaissance is the rocket, the repeal of the 40-year ban on exporting American crude oil is the rocket fuel."

Bloomberg

Panama Canal Opens Way for More LNG Tankers With U.S. Exports Rising

By Naureen S Malik

"The Port of Corpus Christi is trying to tap into that growth by expanding and deepening its port to handle these super oil tankers, Chief Executive Officer Sean Strawbridge said in an interview in Washington on Tuesday."

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: Lynn Angerstein, Manager of Procurement Services
Lynn@pocca.com
(361) 885-6142

Adopt Resolution Approving Interlocal Agreement with Sourcewell to Participate in Cooperative Purchasing Program

SUMMARY: Staff requests the Port Commission adopt a Resolution approving an Interlocal Agreement with Sourcewell (formerly known as National Joint Powers Alliance) to participate in the Sourcewell Cooperative Purchasing Program.

BACKGROUND: Sourcewell is a service cooperative created by the Minnesota legislature. Under its enabling statute, Sourcewell is explicitly authorized to provide cooperative purchasing services to eligible members. Sourcewell follows the competitive bidding laws to solicit, evaluate and award cooperative purchasing contracts for goods and services and makes those available to member agencies. Membership in Sourcewell is available for all eligible state and local governments, educational institutions and nonprofit entities across North America. Authority for such services is granted under Texas Government Code Chapter 791. Cooperative Purchasing Services are extended to all Texas State, City and County Government Agencies. The same competitively priced solicitation and vendor contract award standards are used in the Sourcewell program as is required of the cooperative programs currently approved for use by the PCCA.

ALTERNATIVES: Continue with existing cooperative programs and/or open market options.

CONFORMITY TO PORT POLICY: Strategic Goal #1A – Fund Operating Budget, Capital Program and Strategic Opportunities

EMERGENCY: No

FINANCIAL IMPACT: Competitive Pricing Options to provide increased efficiency and effectiveness in the procurement of goods and services. Membership is at no cost to eligible entities.

STAFF RECOMMENDATION: Staff recommends adoption of the attached Resolution approving an Interlocal Agreement with Sourcewell to participate in the Sourcewell Cooperative Purchasing Program.

DEPARTMENTAL CLEARANCES:

Originating Department	Procurement
Reviewed & Approved	Lynn Angerstein
Legal	Dane Bruun
Senior Staff	John LaRue Sean Strawbridge Dennis DeVries Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Resolution
Interlocal Agreement

RESOLUTION APPROVING INTERLOCAL AGREEMENT WITH SOURCEWELL TO PARTICIPATE IN COOPERATIVE PURCHASING PROGRAM

WHEREAS, an Interlocal Agreement ("***Interlocal Agreement***") between the Port of Corpus Christi Authority of Nueces County, Texas ("***Authority***") and Sourcewell (formerly known as National Joint Powers Alliance) for participation in the Sourcewell Cooperative Purchasing Program has been presented to Authority's Port Commission for approval; and

WHEREAS, Sourcewell is a public entity created by Minnesota statute and is permitted to engage in cooperative purchasing pursuant to MINN. STAT. § 123A.21 Subd. 7(23); and

WHEREAS, the Authority, pursuant to the authority granted by TEX. GOV'T CODE § 791.001, et seq., desires to participate in the Purchasing Cooperative Program offered by Sourcewell.

NOW, THEREFORE, BE IT RESOLVED BY THE PORT COMMISSION OF THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, THAT:

Section 1. The Port Commission hereby finds and determines that it is necessary and advisable that the Authority enter into the Interlocal Agreement in substantially the form presented to this meeting.

Section 2. The Interlocal Agreement, in substantially the form presented to this meeting, is hereby approved, and the Chief Executive Officer is hereby authorized and directed, for and on behalf of the Authority, to execute the Interlocal Agreement and to make any changes he deems appropriate to carry out the purposes of this resolution.

Section 3. This Resolution is hereby adopted by the Port Commission on July 17, 2018.

Sourcewell
Formerly NJPA

SOURCEWELL AGREEMENT

This Agreement, made effective on the date hereof, by and between Sourcewell (formerly known as National Joint Powers Alliance) and Port of Corpus Christi Authority (hereinafter referred to as the "Member").

Agreement

1. Sourcewell, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. Sourcewell is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23).

2. It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.

3. Sourcewell makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.

4. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the order.

5. The use of each contract by the Member will adhere to the terms and conditions of the Sourcewell contract.

6. Any dispute which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.

7. This Agreement incorporates all Agreements, covenants and understandings between Sourcewell and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

Member Name	**Sourcewell**
By _____	_____
Its Chief Executive Officer	_____
TITLE	TITLE
07/17/2018	_____
DATE	DATE

Rev. 5/2018

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: David L. Krams, P.E.
Director of Engineering Services
Krams@pocca.com
(361) 885-6134

Approve a Purchase Order with ROMCO Power Systems in the amount of $201,700 for 18 Portable Light Towers under Port Security Grant 15.

SUMMARY: Staff requests approval of a purchase order with ROMCO Power Systems in the amount of $201,700 for the purchase of eighteen (18) portable light towers under Port Security Grant 15.

BACKGROUND: In 2015, the Port of Corpus Christi Authority (PCCA) received a U.S. Department of Homeland Security grant for various security projects, which included security lighting along the Joe Fulton International Trade Corridor (JFITC). On March 20, 2018, the Commission approved a purchase order with AEP for $78,799 for the design and installation of light poles, electrical conductor, electrical equipment, and lights. Since AEP was capable of designing the system and also proposed that the security lighting be attached to existing AEP electric poles, the cost for this project was significantly reduced. The PCCA was awarded $290,288 from the Security Grant 15 program. Of this amount only, $78,799 has been spent, leaving $211,489 available for additional lighting. Upon internal discussions with Port Security, staff agreed to work on the procurement of portable light towers that could be used as needed and funded from some of the remaining grant funds. Funding for Port Security Grant 15 expires on August 31, 2018. The Procurement Department researched vendors that could deliver the equipment by the August 31st deadline. ROMCO is a pre-screened vendor under the Sourcewell Cooperative Purchasing Program.

ALTERNATIVES: None.

CONFORMITY TO PORT POLICY: This project is consistent with the PCCA Strategic Plan (Strategic Goal # 2 – Provide facilities and services to meet customer needs and improves security at port facilities & Strategic Goal #3b – Operate the Port's Facilities in a Safe, Secure, and Efficient Manner).

EMERGENCY: No; however, this is a time sensitive project that needs to be completed no later than August 31, 2018 in order to receive the awarded federal funding.

FINANCIAL IMPACT: The 2018 budget included $290,288 for the security lighting project, of which $78,799 has been spent for lighting along the JFITC. The $201,700 cost for the portable light towers will be covered by the Security Grant from the Federal Government with 25 percent of the cost being paid by PCCA (approximately $50,425) and 75 percent of the cost reimbursable by the federal government (approximately $151,275).

STAFF RECOMMENDATION: Staff recommends the approval of a purchase order with ROMCO Power Systems in the amount of $201,700 for the purchase of eighteen (18) portable light towers.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	David Krams Carlos Martinez Sonya Lopez-Sosa Tom Mylett
Legal	Dane Bruun
Senior Staff	John LaRue Sean Strawbridge Dennis DeVries

LIST OF SUPPORTING DOCUMENTS:

ROMCO Power Systems quote

1042 SE Loop 410 / San Antonio TX 78220 / 210-648-0185 / Fax: 210-648-6439

Quote No. ES18001513
Version: 169
Date: 07/06/2018

Mr. Carlos Martinez
361-885-692
PORT OF CORPUS CHRISTI
222 Power Street
Corpus Christi TX 78401

Contract #: 032515-ACC

ROMCO Equipment Co. is pleased to present the following equipment for your consideration:

			RPS Quantity Pricing Discount	
Qty.	**Description**	**NJPA Net Price**	**RPS Price Each**	**Extended Price**
18	ATLAS COPCO V5+ PORTABLE LIGHT TOWER* - Kubota Diesel Engine - Tier 4 Compliant - Sincro Alternator - Floodlights: 4 x LED - Wattage: 4 x 350 W - Luminosity: 0.5 fc @ 7 acres - Fuel Consumption: 28 gallons = approximately 150 hours - 100 % Spill Containment - Trailer-Mounted - Transport Length: 66 in. - Transport Width: 43 in. - Transport Height: 98 in. - Portable Weight: 1,544 lb. - All Standard Equipment - Electric Winch Equipped	$12,816.00	$11,150.00	$200,700.00

Lead Time: Expected delivered by August 1, 2018
Freight: FOB Port of Corpus Christi Facility Maintenance

2017 NJPA NET PRICE	**$230,688.00**
RPS DISCOUNT	**-($29,988.00)**
FINAL SALE PRICE	**$200,700.00**
Freight (Complete Order)	**$1000.00**

Price does not include any taxes. The above price is valid for 30 days unless specifically extended by ROMCO Equipment Co.

Notice is hereby given that ROMCO Equipment Co. LLC has assigned its rights under this sales contract to ROMCO Exchange Co. LLC to sell the equipment described herein and, if applicable, to purchase trade-in property described herein.

Quoted By:

Tom Dunn
ROMCO Power Systems Sales

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: Beatriz Rivera, PE, Environmental Engineer
brivera@pocca.com
(361) 885-6163

Approve a Consulting Services Contract in the Amount of $57,336 with Platinum Environmental Solutions, LLC, for Environmental Consulting Services Related to Project Oversight of Mold Remediation and Limited Indoor Air Quality Surveys at the Port Authority Admin and Annex Buildings.

SUMMARY: Staff requests approval of Consulting Services Contract with Platinum Environmental Solutions, LLC in the amount of $57,336 for project oversight of mold remediation on the HVAC system and associated limited indoor air quality surveys following remediation activities at the Port Authority Admin and Annex Buildings.

BACKGROUND: Surface mold was detected in the duct insulation inside air conditioning units in first, second and third floor mechanical room of both Admin and Annex Buildings. The cause of mold growth in the first, second, and third air handling units appear to be condensation and accumulated dust, providing two of the elements necessary for mold growth. Spores are attracted electrostatically to the duct insulation, so cleaning of the ducts (mold remediation) is required to remove settled spores. To prevent additional mold from growing, mold remediation on the HVAC systems is required to be performed by a trained and qualified mold remediation professional.

Staff has negotiated the attached Consulting Services Contract with Platinum Environmental Solutions, LLC in the amount of $57,336 for consulting services for project oversight of the mold remediation and limited indoor air quality surveys at PCCA Admin and Annex Buildings. Due to the necessity to the safety and health of the employees of the port authority, the mold remediation services are exempted from the usual bidding procedures. Additionally, Platinum will coordinate the mold remediation activities with the subcontractor and in compliance with the mold regulations will ensure third party oversight.

ALTERNATIVES: Staff has exhausted all other alternatives to eliminating the potential for mold growth from the air handling system.

CONFORMITY TO PORT POLICY: Conforms to Strategic Plan Goal #5 (Be an Environmental Leader), Strategic Objective 5B (Continue to Meet and Exceed Regulatory Standards), Action Item 2 (Develop and Implement Regulatory Strategy for Future Environmental Regulations)

EMERGENCY: A mold problem can present a health risk for people exposed at the properties and should be addressed to prevent the situation from further deteriorating.

FINANCIAL IMPACT: This was not a specifically budgeted project for 2018, however, this can be absorbed within the General Environmental budget for 2018.

STAFF RECOMMENDATION: Staff recommends approval of the Consulting Services Contract with Platinum Environmental Solutions, LLC, for environmental consulting services in the amount of $57,336 for project oversight of the mold remediation and related indoor air quality surveys at the Port Authority Admin and Annex Buildings.

DEPARTMENTAL CLEARANCES:

Originating Department	Environmental Planning & Compliance
Reviewed & Approved	Sarah Garza Beatriz Rivera Donna James-Spruce
Legal	Dane Bruun
Senior Staff	Sean Strawbridge

LIST OF SUPPORTING DOCUMENTS:

Platinum Environmental Solutions, LLC, Consulting Services Contract.

CONSULTING SERVICES CONTRACT

THIS CONTRACT (the "Contract") is made and entered into effective as of the 17th day of July, 2018 ("Effective Date") by and between the Port of Corpus Christi Authority of Nueces County, Texas ("Authority"), and Platinum Environmental Solutions, LLC ("Consultant"), each a "Party" and collectively as "Parties".

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. CONTRACT: Authority hereby engages the Consultant and the Consultant hereby accepts its engagement for the purpose of providing to Authority the consulting services ("Services") as are generally described in the "Scope of Services" set forth in Exhibit A to this Contract which is incorporated herein by reference. All designs, reports, drawings and specifications prepared hereunder will be sealed, if required by law, by a Consultant licensed to practice in the State of Texas.

2. PERIOD OF SERVICE: The Consultant shall complete the Services on or before October 30, 2018 (the "Deadline"), unless the Authority agrees to extend the Deadline for good reason; provided, however, that the Authority may terminate this Contract at any time in accordance with Section 14. Time is of the essence in performance of this Contract. There will be no obligation established between Authority and the Consultant for performance of the Services until Authority provides the Consultant execution of this Contract and receipt by the Authority of appropriate Certificates of Insurance and other documentation as may be required herein. The term of this Contract ("Term") shall begin on the Effective Date and shall end on the first to occur of the following: (1) the Deadline, as the same may have been extended by the Authority, (2) the date on which, in the opinion of Authority, all of the Services have been rendered, (3) the date on which this Contract is terminated by the Authority pursuant to Section 14, or (4) the date on which this Contract is terminated by the Consultant pursuant to Section 14.

3. COORDINATION OF SERVICES BY AUTHORITY: Authority shall designate a Project Representative who will, on behalf of Authority, coordinate with the Consultant and administer this Contract. It shall be the responsibility of the Consultant to coordinate all assignment-related activities with the Project Representative.

For the purposes of this Contract, the Project Representative shall be:

Beatriz Rivera
Port of Corpus Christi Authority
222 Power Street
Corpus Christi, TX 78401
(361) 885-6639

Authority may change the Project Representative at any time by giving the Consultant written notice of such change.

4. NOTICES: Notices, demands, requests or other formal communication related to the Contract shall be deemed to have been given when received, whether delivered personally or mailed. E-mail communications may be considered as formal notification provided the e-mail message states the message is intended as a formal notice and the receiving Party acknowledges receipt of the message as a formal notification. Notices shall be addressed as follows:

If to the Authority: Sean Strawbridge
Chief Executive Officer
Port of Corpus Christi Authority
222 Power Street
Corpus Christi, Texas 78401
E-mail: sstrawbridge@pocca.com

If to the Consultant: Peter C Berveiler
Platinum Environmental Solutions
8403 Braesview
Houston, Texas 77071
E-mail: pete@engineeringandconsulting.com

Either Party may change the mailing or E-mail address for notifications by providing written notice of such change to the other Party.

5. CHANGES: This Contract may be changed or modified at the request of either the Consultant or the Authority, provided both Parties agree to the requested change, and a written amendment or modification of this Contract is prepared and executed by the Parties.

6. CONSULTANT'S RESPONSIBILITIES: In addition to all other obligations contained herein, the Consultant agrees, warrants, and represents that:

6.1 The Consultant will furnish all material, equipment, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services, except as otherwise mutually agreed by the Parties;

6.2 The Consultant shall perform the Services with the professional skill and care ordinarily provided by competent consultants practicing in the same or similar locality and under the same or similar circumstances and professional license;

6.3 The Consultant will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of Services;

6.4 The Consultant is not and will not be bound by any agreement and has not assumed nor will assume any obligation which would, in any way, restrict its ability to perform the Services or be inconsistent with the Services;

6.5 In performing the Services, the Consultant will not use any third party's confidential or propriety information, or infringe the rights of another party, nor will the Consultant disclose to the Authority, or bring onto the Authority's premises, or induce the Authority to use any third party's confidential or proprietary information;

6.6 The Consultant does not have the authority to act for the Authority, bind the Authority in any respect, or incur any debts or liabilities in the name of or on behalf of the Authority, except as otherwise expressly authorized in writing by the Authority;

6.7 Consultant is an independent contractor for the performance of his duties under this Contract. Accordingly, the Consultant shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Consultant's activities in accordance with this Contract. Consultant is responsible for payment of the compensation, including any withholding, Social Security, or other taxes on such compensation, of any subcontractors retained by Consultant, or Consultant's employees performing Services consistent with its status as an independent contractor and in compliance with all applicable laws and regulations;

6.8 Consultant has and hereby retains full control of any supervision over the Consultant's obligations hereunder and over any persons employed or subcontracted by the Consultant for performing Services hereunder;

6.9 Consultant will in no way be considered an agent, partner, joint venturer, or employee of Authority at any time during the Term. Consultant will not undertake to commit Authority to any course of action in relation to a third party unless expressly requested and authorized to do so by the Authority in writing.

6.10 As of the Effective Date and at all times while providing Services hereunder, the Consultant shall possess and maintain in good standing any and all licenses or other authorizations and approvals necessary to perform the Services.

7. COMPENSATION: The compensation to be paid Consultant for providing the Services shall be the compensation described in Exhibit B hereto, which is incorporated herein by reference; provided, however, the total paid to Consultant for the Services shall not exceed Fifty-Seven Thousand, Three Hundred and Thirty-Six Dollars ($57,336). Consultant will obtain the approval of Authority's Project Representative relative to incurring travel and other expenses before incurring such costs.

8. INVOICE PROCEDURE AND PAYMENT: Consultant shall submit invoices monthly to the Authority for work performed during the preceding calendar month. Such invoices shall be due and payable by Authority on or before thirty (30) days from receipt by Authority. Monthly compensation will be for the Services actually performed during the billing

period, invoiced in accordance with the Fee Schedule included in Exhibit B. Invoices shall also describe any work performed by subcontractors retained by Consultant and reimbursable costs. Consultant will provide sufficient detail with each invoice to substantiate the requested amount of monthly payment. At the Authority's request, Consultant will provide additional backup such as signed time sheets, invoices for materials and subcontracted service or other documentation sufficient to establish the accuracy of the invoices. Invoices are to be submitted in a format previously approved by Authority.

9. INSURANCE: Consultant shall procure and maintain at its sole expense, for as long as Consultant is obligated to provide Services under this Contract, the policies of insurance described in Exhibit C attached hereto and in at least the minimum amounts specified in Exhibit C to protect Consultant from claims which may arise out of or result from Consultant's Services pursuant to this Contract, whether such operations be by Consultant, by any subcontractor of Consultant, by anyone directly or indirectly employed by Consultant or Consultant's subcontractor, or by anyone for whose acts Consultant or Consultant's subcontractor may be liable. At least five (5) days prior to execution of this Contract, Consultant will provide to Authority's Risk Program Manager certificates of insurance issued by each insurance company providing any of the required insurance coverage, and the text entered in each certificate must be acceptable to Authority. The requirement to provide acceptable certificates of insurance is a material condition of this Contract, and work under this Contract will not commence until certificates of insurance have been received, reviewed, and accepted by Authority. The minimum limits of liability and coverage for the insurance required are set forth in Exhibit C attached hereto, which is incorporated herein by reference.

10. INDEMNIFICATION AND RELEASE. Consultant hereby releases and discharges Authority and its agents, servants, representatives, employees, officers, directors, and Port Commissioners (collectively, the "Authority Parties") from liability for and assumes the risk of loss or damage to the property of Consultant and the injury or death of any person employed by Consultant. Consultant shall defend, indemnify and hold harmless the Authority Parties from and against all damages, losses, costs and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim but only to the extent caused by the negligent acts, errors, or omissions of the Consultant, its employees, agents, or subconsultants, or others for whom the Consultant is legally liable, in the performance of Services under this Contract. The Consultant is not obligated under this paragraph to indemnify the Authority Parties for the negligent acts of the Authority Parties.

Consultant shall defend, indemnify and hold harmless the Authority Parties from and against all damages, losses, costs and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim arising out of a violation of any environmental law or regulation in effect during the Term of the Contract by the Consultant, its employees, agents, or subconsultants, or others for whom the Consultant is legally liable, in the performance of Services under this Contract. The Consultant is not obligated under this

paragraph to indemnify the Authority Parties for the negligent acts of the Authority Parties.

Consultant's indemnity obligations under this Section 10 shall not be limited by a limitation on the amount or type of damages, compensation or benefits owed by Consultant to any employee of Consultant under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The obligations of the Consultant under this Section 10 shall survive the end of the Term of the Contract.

11. LIMITATION OF LIABILITY: Except as otherwise expressly provided herein, neither Party shall be liable or responsible to the other Party for any indirect, incidental or consequential loss or damage of any nature whatsoever (including, but not limited to, contract, negligence or tort liability) of the other Party, including without limitation, any actual or anticipated profits, loss of time, inconvenience, commercial loss or any other damages, even if the Party has advance notice of the possibility of such damages.

12. DISCLOSURE OF INTERESTED PARTITES: Consultant will comply with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas Ethics Commission Rules by preparing a Texas Form 1295, "Certificate of Interested Parties" and submitting the signed and notarized form to Authority at the time Consultant submits the signed contract to Authority. This provision will only apply to contracts approved by the Port of Corpus Christi Authority Port Commission.

13. ASSIGNMENT: Neither Authority nor Consultant will assign or transfer its interest in this Contract without the written consent of the other.

14. SUSPENSION OR TERMINATION: Authority may suspend or terminate this Contract for convenience with seven (7) days prior written notice to Consultant of such action. Upon termination of this Contract in accordance with this paragraph, Authority will have no further obligation to the Consultant hereunder except to pay the Consultant unpaid fees and expenses which the Consultant can reasonably show to have been earned under this Contract. **Under no circumstances may Consultant claim or recover consequential damages from Authority.**

In the event of suspension of Services, the Consultant shall resume the full performance of the Services when directed in writing to do so by Authority. Suspension of the Services for reasons other than the Consultant's negligence or failure to perform shall not affect the Consultant's compensation as provided for in this Contract. The schedule for performance of the Services shall be amended by a mutually agreed, written modification to this Contract to reflect the suspension.

Either Party may terminate this Contract by giving written notice to the other Party if the other Party ("Defaulting Party"): (a) materially breaches any term, condition or provision of this Contract and fails to cure the breach to the satisfaction of the notifying Party within ten (10) days after the Defaulting Party receives a written notice of the breach from the notifying Party, or (b) becomes the subject of any proceedings under state or federal law for the relief of debtors or

otherwise becomes insolvent, or bankrupt, or makes any assignments for the benefit of one or more creditors.

15. DISPUTES: Each Party agrees that any dispute between the Parties relating to this Contract will first be submitted in writing to a panel of two senior executives of the Authority and Consultant, who shall promptly meet and confer in an effort to resolve such dispute through good faith consultation and negotiation. Each Party's executive shall be identified by notice to the other Party, and may be changed at any time thereafter also by notice to the other. Any decisions of the executives will be final and binding on the Parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either Party may then refer such dispute to mediation.

If the Parties refer to mediation any controversy or claim arising out of or relating to this Contract or the existence, validity, breach or termination thereof, whether during or after its term, they shall select a mutually acceptable mediator within forty-five (45) days thereafter. Neither Party shall unreasonably withhold consent to the selection of a mediator. The Parties shall share equally the costs of mediation. If the Parties agree, they may substitute other forms of alternative dispute resolution. Any mediation shall not extend beyond thirty (30) days after the appointment of the mediator, and should the Parties fail to resolve any dispute by mediation within such 30-day period, the Parties shall have all rights available at law or in equity.

16. ATTORNEY'S FEES, DEFAULT: In the event Consultant or Authority breach any of the terms of this Contract and the Party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting Party agrees to pay reasonable attorney's fees and costs incurred by the prevailing Party.

17. STAFFING: Consultant will designate in writing to Authority its project representative, and the manner in which it will provide staff support for the project, which must be approved by Authority. Consultant must notify Authority's Project Representative of any change in personnel assigned to perform work under this Contract, and the Authority's Project Representative has the right to reject the person or persons assigned to fill the position or positions. The Authority's Project Representative shall also have the right to require the removal of the Consultant's previously assigned personnel, including Consultant's project representative, provided sufficient cause for such removal exists. The criteria for requesting removal of an individual will be based on, but not limited to, the following: technical incompetence, inability to meet the position's qualifications, failure to perform, poor attendance, ethics violation, unsafe work habits, or damage to Authority or other property. Upon notice for removal, Consultant shall replace such personnel with personnel substantially equal in ability and qualifications for the positions and shall submit the proposed replacement personnel qualification and abilities to the Authority, in writing, for approval.

18. OWNERSHIP OF WORK PRODUCT: Studies, plans, reports, surveys, drawings, specifications, computations and other information (collectively "Work Product") and documents prepared by the Consultant, subconsultants, and/or suppliers under this Contract will remain the Authority's property upon completion. This provision does not apply to pre-existing proprietary information of Consultant, subconsultants, and/or suppliers.

19. CONFIDENTIAL INFORMATION: It is understood that information developed by or communicated to Consultant in the performance of this Contract, as well as any and all information in whatever form or medium supplied to Consultant in connection herewith which is not generally available to the public is proprietary to the Authority and constitutes confidential information of the Authority. Consultant will make no oral or written disclosure of such information to third parties either during or after the term of this Contract, except as approved in writing by the Authority's Project Representative or as otherwise required by law. In the event the Consultant becomes aware that confidential information must be disclosed under a legal requirement, Consultant will notify Authority of the requirement and the affected information.

20. FORCE MAJEURE: Neither Party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is delayed by any cause beyond the reasonable control of the affected Party. In the event of such a delay, the time for performance for the affected Party shall be extended for a period equal to the time lost during the delay, or the Contract may be terminated in accordance with terms herein should such delay be sufficient that termination is in the best interest of the Authority.

21. SEVERABILITY and WAIVER: If any part of this Contract is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Contract, and this Contract shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Contract. Further, the failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions or options on any future occasion.

22. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The Parties agree that venue of all claims and lawsuits arising out of this Contract shall lie in Nueces County, Texas.

23. OPEN RECORDS: The Authority is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the Authority is required to disclose to the public (upon request) this Contract and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Consultant agrees that the disclosure of this Contract or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the Authority as required by the Texas Public Information Act or any other applicable law will not expose the Authority (or any party acting by, through or under the Authority) to any claim, liability or action by the Consultant.

24. NO ORGANIZATIONAL CONFLICT OF INTEREST: Consultant hereby certifies that it has no actual or potential Organizational Conflict of Interest. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons or entities, the Consultant is unable or potentially unable to render impartial assistance or advice to Authority or the Consultant's objectivity in performing the services under this Contract is or

might otherwise be impaired. Consultant agrees to immediately notify Authority of any actual or potential Organizational Conflict of Interest that develops during the term of this Contract. Consultant agrees that Authority may terminate this Contract immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Contract.

25. DEFAMATION: The Parties covenant and agree that in no event, and at no time during the Term or at any time thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other's businesses, services, properties or assets, or employees, personnel, agents, or representatives.

26. HEADINGS: All Section headings or other titles used in this Contract are used solely for convenience and shall not affect or be used in connection with the interpretation or construction of this Contract.

27. ENTIRETY OF CONTRACT: This writing embodies the entire Contract and understanding between the Parties hereto, and there are no other contracts or understandings, oral or written, between them with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing and signed by both Parties hereto.

[Signature page follows this page]

IN WITNESS WHEREOF, this Contract is made effective as of the Effective Date.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____

Name: Sean Strawbridge

Title: Chief Executive Officer

Date: _____

"Authority"

PLATINUM ENVIRONMENTAL SOLUTIONS, LLC

By: _____

Name: Peter C Berveiler

Title: Principal Engineer

Date: 7/9/2019

"Consultant"

EXHIBIT A

SCOPE OF SERVICES

The Consultant will perform the following services in accordance with the terms and conditions set forth in this Contract:

Provide project oversight and sampling for mold remediation on the HVAC system and associated limited indoor air quality surveys following remediation activities at the following facilities:

- Port Admin Building
- Port Annex Building

Consultant will utilize Service Master as the Subcontractor to perform the mold remediation activities.

Task I- Mold Remediation

The Consultant will oversee the preparation of a work plan by mold abatement Subcontractor as per the current NADCA ACR Standard, clearly detailing the activities, methodology, and locations of the HVAC system to be remediated. The workplan will also identify individuals who will complete the work and include copies of the licenses for each individual identified. The work plan will be provided for Authority review and approval prior to commencing any remediation activities. Additionally, the Consultant will coordinate the required 10-Day Notifications to the Texas Department of State Health Services (TDSHS), including Authority approval of notifications prior to submittal.

The Consultant will oversee and manage execution of the established Mold Remediation Protocol by the Subcontractor per the approved workplan on the HVAC systems and will apply a biostatic barrier following mold remediation without damage or permanent modification of any components of the HVAC systems. The Consultant will direct the Subcontractor to also encapsulate any exposed pipe wrap in the event asbestos may be present in the insulation, will wrap any other exposed pipes and determine sources of humidity in the mechanical rooms where mold is present, and will collect clearance samples and deliver to the identified laboratory daily. The Consultant will warrant successful remediation of mold in the HVAC systems which will also be verified through passing results of the third-party clearance testing.

Task II- Limited Indoor Air Quality Survey

Once the HVAC systems are cleared and the Bio-Static Barrier applied, a limited indoor air quality survey will be performed by the Consultant using an individual properly licensed with the Texas Department of State Health Services (Texas DSHS). The Consultant will collect a limited subset of Indoor Air Quality parameters using field instruments for the potential for

proliferation of mold in each building sub-zone. These parameters will include ambient indoor temperature and relative humidity, and mold cartridges.

The air parameter readings will be recorded on facility maps (can be emergency exit maps for each floor) which will be submitted with the report. Minimum estimated 14 maximum 26 samples will be collected and analyzed in accordance with TDH Acceptable Practices.

The Mold Analysis will be collected on Air-0-Cell canisters during working hours while the HVAC units are operational. One canister will be collected from the following locations:

- Port Annex Building – Room 115 and 130, room 208 and 201/202, Room 320 and Room 308, and outside control
- Port Admin Building – Room 113 and outside of Room 129, Outside Room 218 and outside room 210, and Outside room 305 and near work area outside Room 328, and outside control

If, based on humidity readings, additional areas are deemed worthy of sampling due to isolation of that portion of the system, the Port will be notified, and additional canisters will be used to sample. The Consultant will not collect qualitative tape samples, as the facilities have already been evaluated quantitatively.

Following the Analysis, a summary report will be prepared in memorandum format, which will include:

- The IAQ readings on the provided facility maps, a photographic log of any observed water damage or mold impacts as of the date of the site visit, and a summary table defining the acceptable IAQ parameter limits for both mold and the dust and containing the readings outside of those limits.
- A list of minimum required HVAC system repairs after mold remediation completion and recommend possible HVAC systems upgrades to assist with prevention of future microbial formation. Recommendations will include possible cost budget estimates for construction activities. Recommendations will also include options for both repair of existing systems and replacement of systems with new equipment.

Deliverables

- Mold Remediation Work Plan
- Contractor information and credentials
- Preliminary Analytical Results
- Draft Report in word/pdf format.
- Final Report in pdf format.

Schedule:

The Consultant will begin the work approximately three to five workdays following notice to proceed.

Description of Task	Schedule of Completion
Provide Protocol and Work Plan and 10-Day Notifications for TDSHS	Two weeks following notice to proceed.
Conduct Remediation Activities	To be commenced within 6 weeks following notice to proceed and then completed as follows: Weekend 1-Friday 6PM to Sunday 4PM – isolate and remediate Floors 1 and 2 of Admin Building, clearance testing RUSH mold sample analysis for 12-hour Turn Around Time (TAT), and turn on AC by 6 AM Monday. Weekend 2- Friday 6PM to Sunday 4PM – isolate and Remediate Floors 1 and 2 of Annex Building, clearance testing RUSH mold sample analysis for 12-hour TAT, and turn on AC by 6 AM Monday. Weekend 3- Friday 6PM to Sunday 4PM – Isolate and Remediate Floor 3 of both Admin and Annex Buildings, clearance testing RUSH mold sample analysis for 12-hour TAT, and turn on AC by 6 AM Monday.
Limited Indoor Air Quality Survey	Week immediately following completion of the mold remediation activities.
Final Report or Mold Protocol	Within 3 weeks following completion of the Indoor Air Quality Survey.

EXHIBIT B

FEE SCHEDULE

The following labor rate schedule is for consulting services provided on an hourly basis.

LABOR RATES:

GIS TECHNICIAN	$85.00
CAD TECHNICIAN	$85.00
SENIOR PROFESSIONAL/SCIENTIST	$110.00
SPECIALIST	$135.00
SENIOR PROFESSIONAL/REPORT	$165.00

Subcontractor – Cost plus 15% (Under Consultant's Insurance)

The Consultant will perform the Services described in Exhibit A in accordance with the terms and conditions of this Contract on a fixed rate or an hourly fee basis; provided, however, that the total fee for services rendered under this Contract will not to exceed $57,336.00, without Authority's written approval. Services provided by Consultant will be billed as specified in Exhibit B. These fees will cover all of Consultant's overhead costs, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges.

The Authority agrees to reimburse the Consultant for certain authorized and approved travel expenses incurred by the Consultant during the Term and directly resulting from the Consultant's performance of the Services under this Contract. Reimbursement for lodging and meals may not exceed the maximum allowable per diem rates for domestic or foreign travel as set by the U.S. Department of Defense, Defense Travel Management Office. Lodging and meal per diem rates for specific locations (foreign and domestic) may be found at: http://www.defensetravel.dod.mil/site/perdiemCalc.cfm. Authority will also reimburse the Consultant for Direct Costs incurred by the Consultant in performing the Services. The Consultant shall submit proper documentation of any such approved travel expenses and Direct Costs to Authority from time to time, and such costs and expenses shall be billed to Authority at Consultant's actual cost.

Not later than the twentieth (20th) day of each calendar month, Consultant shall submit to Authority detailed invoices for all services performed and Direct Costs incurred, if any, pursuant to this Agreement during the prior calendar month. The invoices shall describe in detail the Services performed during the prior month and shall list the days and hours worked, approved Direct Costs, milestone achievements, tasks performed or completed, and the Services performed during each day of the prior month. Authority shall review the invoices and notify Consultant in writing (including email) within twenty (20) days of any disputed amounts.

Should this Contract be terminated for any reason, the Consultant will be paid all fees earned up to the termination date and any approved direct expenses incurred.

EXHIBIT C

INSURANCE

Without limiting the indemnity obligations or liabilities of Consultant or its insurers, provided herein, Consultant agrees to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum amounts as follows:

	TYPE OF INSURANCE	LIMITS OF LIABILITY
A.	Workers' Compensation	Statutory
B.	Employer's Liability	$1,000,000 per Occurrence $1,000,000 Aggregate
C.	Commercial General Liability	$1,000,000 per Occurrence $2,000,000 Aggregate

The CGL Policy will provide contractual liability coverage at the aforementioned limits.

D.	Business Automobile Liability	$1,000,000 per Occurrence

Automobile liability insurance coverage will include all owned, non-owned, and hired vehicles.

E.	Professional Liability	$2,000,000

Consultant will procure and maintain professional liability insurance for protection from claims arising out of performance of its Services under this Contract caused by any error, omission, or act for which the Consultant is legally liable. Policies written on a claims-made basis shall have an extended reporting period of at least two (2) years beyond termination of the Contract.

F.	Umbrella Liability	$5,000,000 per Occurrence

Umbrella liability coverage will apply to Employer's Liability, Commercial General Liability, and Business Automobile Liability.

G.	Contractor's Pollution Liability	$2,000,000 per Occurrence

Each policy, except Professional Liability, must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, its Port Commissioners, officers and employees ("Authority Parties"). Additionally, the Authority Parties shall be designated as an Additional Insured either by a blanket additional insured or a specific endorsement on all policies, except for Worker's Compensation, Employer's Liability, and Professional Liability. In the event that the work of Consultant's employees fall within the

purview of the United States Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or the Federal Employer's Liability Act, Consultant shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts.

Each policy, except Workers' Compensation and Professional Liability, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insureds with respect to claims arising under this Contract.

The insurance required as listed above, shall apply to any contractor or subcontractor performing for or on behalf of Consultant, and Consultant shall ensure that any such subcontractor is aware of and is in compliance with the insurance requirements during any period such contractor is performing work under this Contract.

The minimum insurance required may be increased periodically upon request by Authority to commercially reasonable limits. The company writing each of the Policies must possess a current rating with A.M. Best Company of at least "A-, VII".

Consultant's liability shall not be limited to the specified amounts of insurance required herein.

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: David L. Krams, P.E.
Director of Engineering Services
Krams@pocca.com
(361) 885-6134

ANTICIPATED STAFF PRESENTER: Jacob Morales, P.E.
Senior Project Engineer

Approve Service Order No. 4 in the Amount of $168,735 with Govind Development, LLC, under Master Services Agreement No. 18-02, for Engineering Services Associated with Work at Oil Docks 4, 7, & 11 and Oil Docks 8 & 9 Consisting of Anode replacement, Repairs to Ship and Barge Fender Systems, and Upgrades to Vehicle Access Bridge.

SUMMARY: Staff recommends approval of the attached Service Order No. 4, under Master Services Agreement 18-02, with Govind Development, LLC in an amount not to exceed $168,735 to provide engineering services to prepare design and contract documents for the identified maintenance repairs at Public Oil Docks 4, 7, & 11 at Avery Point and Oil Docks 8 & 9 near the Viola Turning Basin.

BACKGROUND: Oil Docks 4, 7 & 11 (Avery Oil Docks), which are located adjacent to the Avery Point Turning Basin, were constructed in the 1960s and are highly utilized by customers such as Citgo, Magellan, and Valero. Oil Docks 8 and 9 (Viola Oil Docks), which are located adjacent to the Viola Turning Basin, were also constructed in the 1960s and are predominantly utilized by Flint Hills Resources. Due to the age and high utilization of the noted dock facilities and their exposure to the marine environment, regular maintenance and repairs to these docks is expected. The Maintenance Department has been diligent in performing maintenance to these docks; however, there are dock components and facility assets that require a more significant undertaking.

Given the extent and similar nature of the work identified for these dock facilities in the 2018 Engineering department budget, staff negotiated a Service Order with Govind Development, LLC to provide professional engineering services to develop design and contract documents to address the required repairs to extend the service life and maintain serviceability of these facilities. The scope of work generally consists of exploring options and determining a best fit repair for: 1) the at-grade pipeline crossing bridge between Oil Docks 3 & 4; 2) the barge fender system, ship breasting structure fender system, and replacement/addition of underwater cathodic protection anodes at Oil Dock 7; 3) the barge fender system, ship breasting structure fender system, and replacement/addition

of underwater cathodic protection anodes at Oil Dock 11; 4) the barge fender system, ship breasting structure fender system, and replacement/addition of underwater cathodic protection anodes at Oil Dock 8; and 5) the rehabilitation of breasting structures and addition of underwater cathodic protection anodes at Oil Dock 9.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: The project conforms to the PCCA's Strategic Plan (Strategic Goal #2 – Provide Facilities and Services to Meet Customer Needs, Strategic Objective #2B – Provide Public Docks and Support Private Facilities to Facilitate Maritime and Industrial Development).

EMERGENCY: Although this is not an emergency action, the noted facility assets will continue to deteriorate and may require a greater effort to repair in the future.

FINANCIAL IMPACT: The 2018 Engineering budget includes $300,000 in 2018 for General Oil Dock Facility Repairs and Maintenance, and costs for this project will be credited to this budget item. To date, approximately $72,800 has been expended on this line item.

STAFF RECOMMENDATION: Staff recommends approval of the attached Service Order No. 4 in an amount of $168,735 with Govind Development, LLC, under Master Services Agreement No. 18-02, to provide engineering services for Maintenance Repairs at Oil Docks 4, 7, & 11 and Oil Docks 8 & 9. With the approval of this Service Order No. 4, the amount of awarded Service Orders under Master Services Agreement No. 18-02 will total to $200,935.

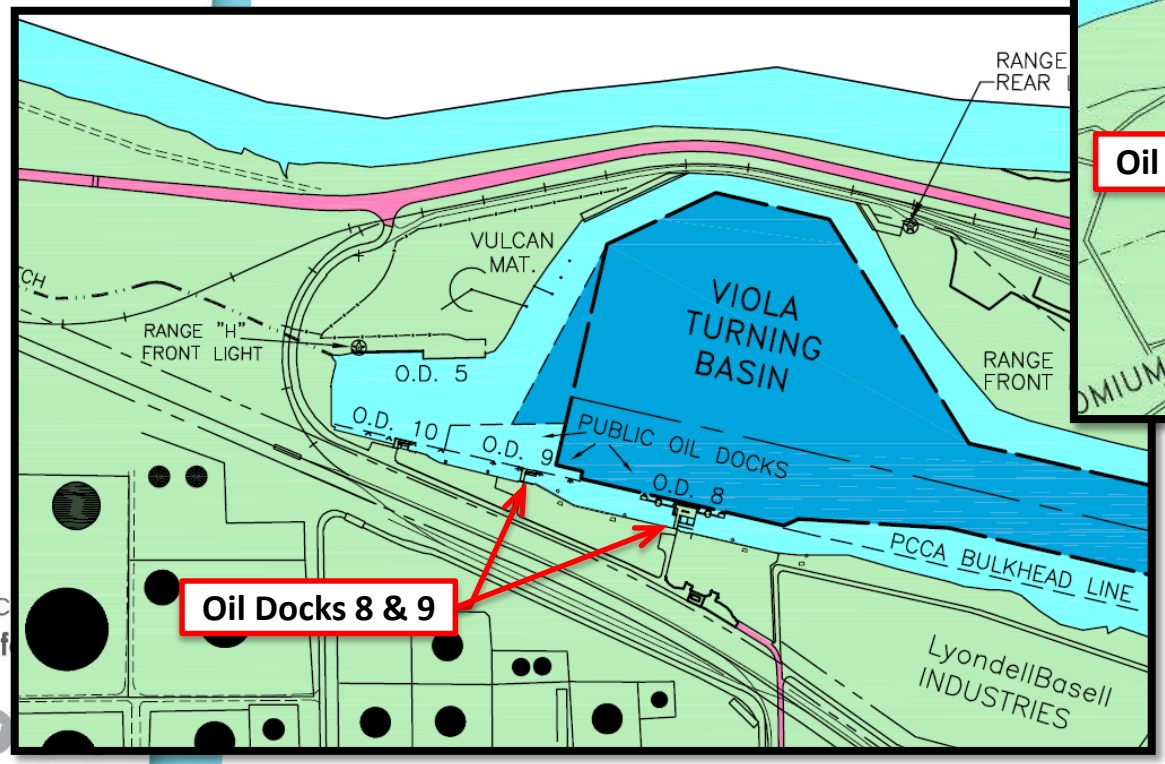
DEPARTMENTAL CLEARANCES:

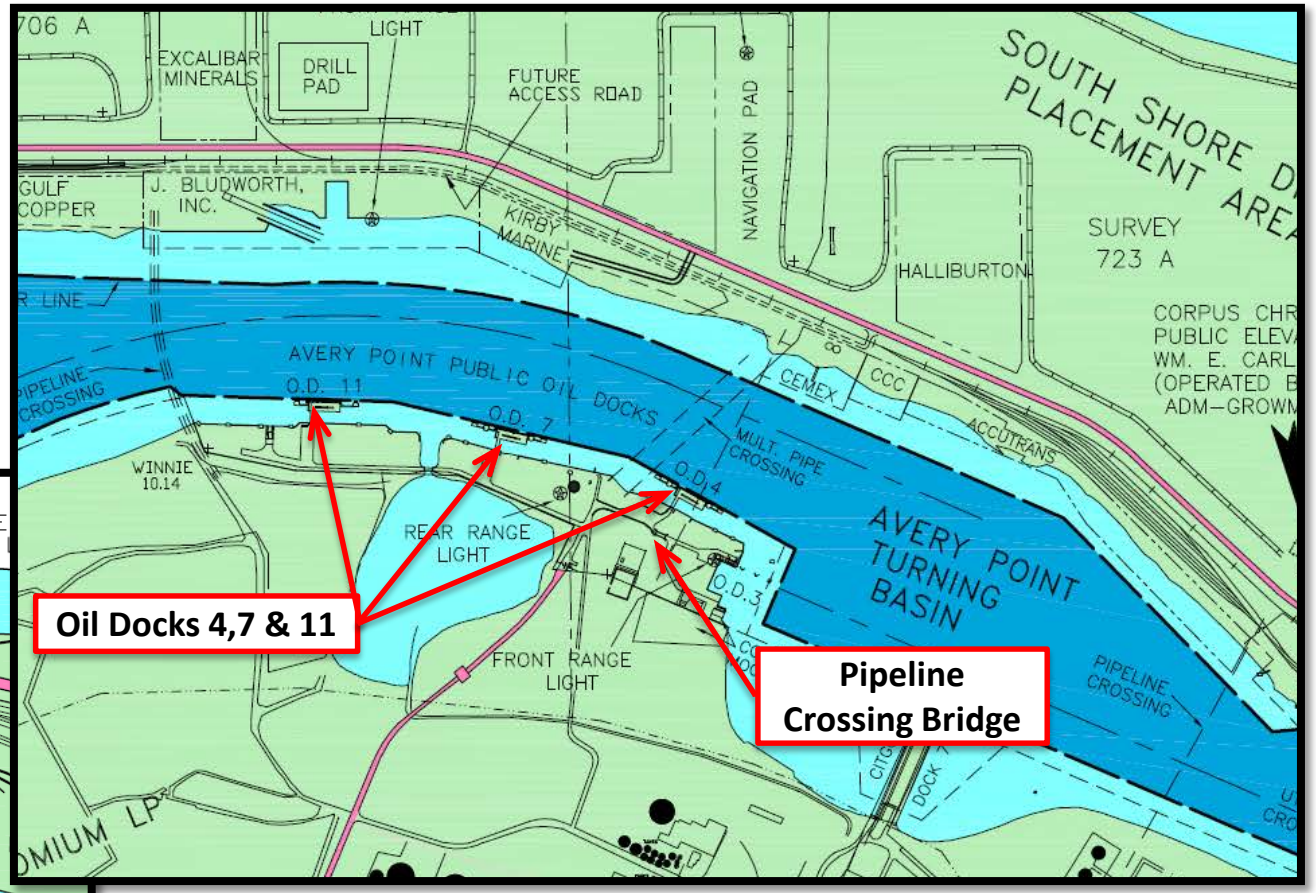
Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Natasha Fudge
	Carlos Martinez
Legal	Staff used PCCA's standard Service Order template
Senior Staff	John LaRue
	Sean Strawbridge
	Dennis DeVries

LIST OF SUPPORTING DOCUMENTS:

Map Exhibit
Service Order No. 4

Maintenance Repairs at Oil Docks 4,7 & 11 and Oil Docks 8 & 9





Maintenance Repairs at Oil Docks 4,7 & 11 and Oil Docks 8 & 9





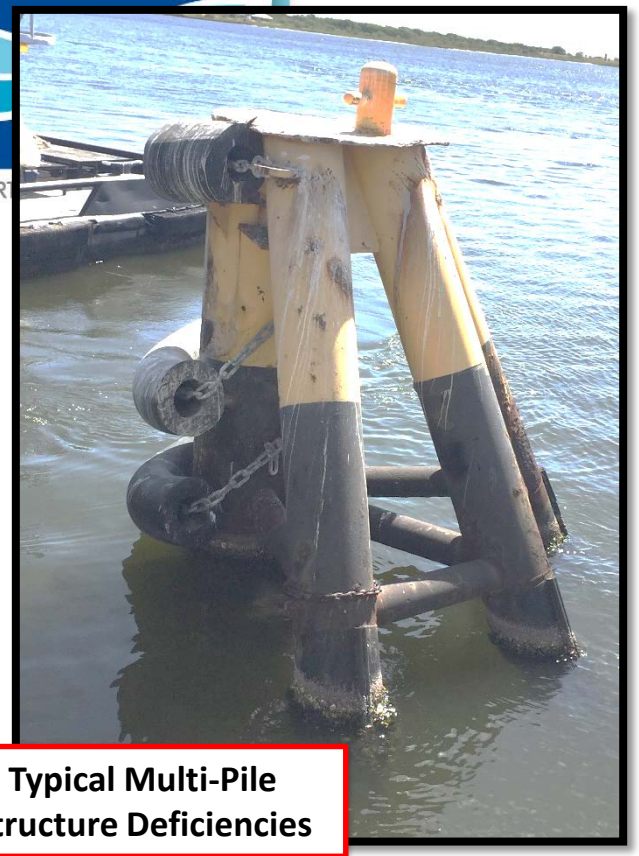
At-Grade Pipeline Crossing Bridge Between Oil Docks 3 & 4



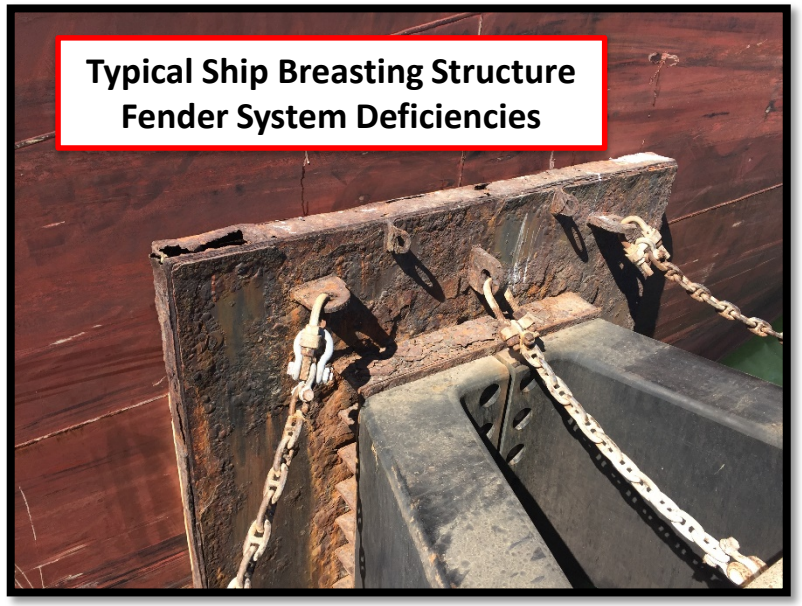




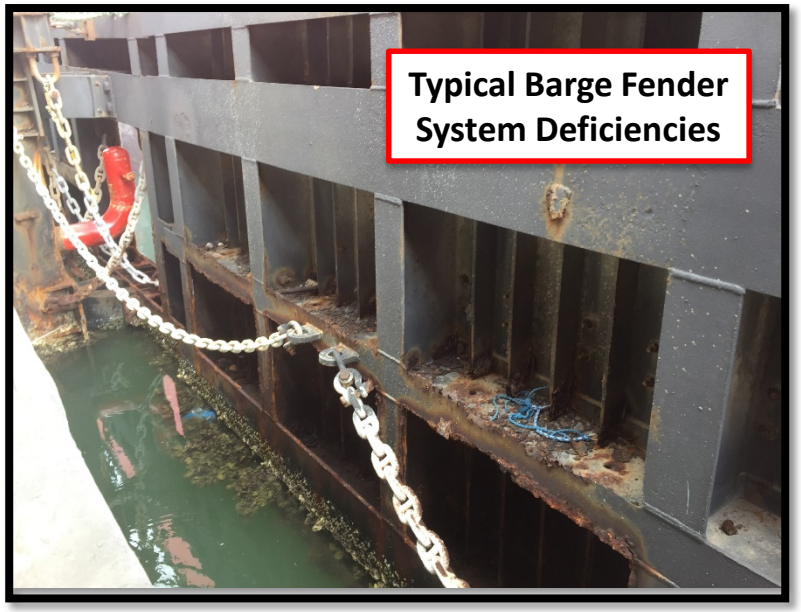
Maintenance Repairs at Oil Docks 4,7 & 11 and Oil Docks 8 & 9



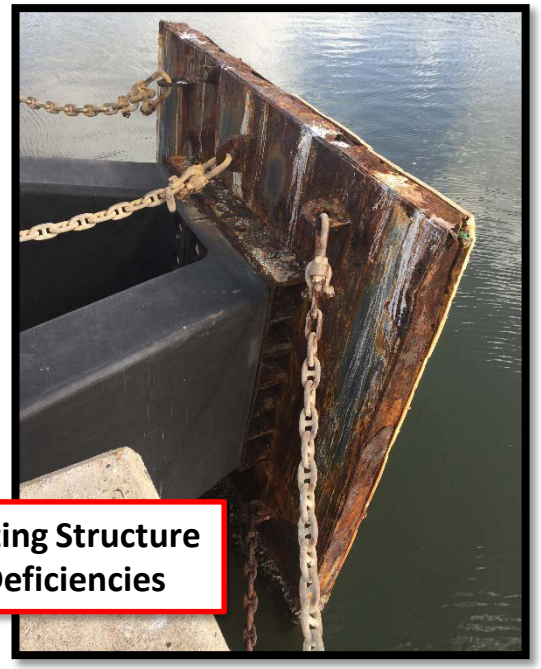
Typical Multi-Pile Structure Deficiencies



Typical Ship Breasting Structure Fender System Deficiencies



Typical Barge Fender System Deficiencies



Typical Ship Breasting Structure Fender System Deficiencies



Typical Barge Fender System Deficiencies

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SERVICE ORDER
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 18-02

PROJECT NAME: Maintenance Repairs at Oil Docks 4, 7, 11 & Oil Docks 8 & 9
PROJECT NO. 18-011G & 18-011H
SERVICE ORDER NO. 4
COMMENCEMENT DATE: July 17, 2018

This Service Order is executed by and between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and Govind Development, LLC ("**Engineer**"). PCCA and Engineer agree that all of the Services authorized by this Service Order shall be subject to the terms and conditions of PCCA's Master Services Agreement No. 18-02 between PCCA and Engineer, as amended ("**Agreement**"). Upon execution of this Service Order, the Agreement shall be incorporated into and be considered part of this Service Order as if set forth herein in its entirety. Any capitalized terms in this Service Order that are not defined herein shall have the meanings given to them in the Agreement. If there is any inconsistency between the terms of this Service Order and the terms of the Agreement, the terms of this Service Order will control.

Engineer will provide the Services described in the Services of Engineer below in connection with the Specific Project described below.

1. Description of Specific Project:

Engineer will perform tasks and provide services necessary to develop design drawings, technical specifications and contract documents for all the noted repairs at Oil Dock 4, 7 & 11 and Oil Docks 8 & 9. Services will require two individual contract packages – one for Oil docks 4, 7 & 11 and another for Oil Docks 8 & 9. Scope of work generally includes repairs to barge fender systems, ship breasting structure fender systems, underwater cathodic protection system, and the at-grade pipeline crossing bridge.

2. Services of Engineer (Scope of Services)

A. The specific services to be provided or furnished by Engineer under this Service Order are set forth in "Part 1—Services" of **Exhibit A**, "*Engineer's Services for Service Order*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

3. Resident Project Representative (RPR) Services: Not Applicable

4. Designing to a Construction Cost Limit: Not Applicable

5. Other Services: Not Applicable

6. PCCA's Responsibilities

PCCA shall have those responsibilities set forth in Section 5.01 of the Agreement.

7. Service Order Schedule

In addition to any schedule provisions provided in **Exhibit A** or elsewhere, the parties shall meet the following schedule:

Party	Action	Schedule
Engineer	60% Design deliverables to PCCA.	Within 75 days from Commencement Date of the Service Order.
PCCA	Submit comments regarding the 60% Design documents to Engineer.	Within 14 days of the receipt of the 60% Design documents.
Engineer	90% Design deliverables to PCCA.	Within 20 days of submission of PCCA comments of 60% design documents.
PCCA	Submit comments regarding the 90% Design documents to Engineer.	Within 12 days of the receipt of the 90% Design documents.
Engineer	Final Drawings and Specifications to PCCA.	Within 10 days of submission of PCCA comments of 90% design documents.
PCCA	Submit comments and instructions regarding the final Drawings and Specifications to Engineer.	Within 5 days of the receipt of the final Drawings and Specifications.
Engineer	Final Signed and Sealed Design Phase deliverables to PCCA.	Within 2 days of the receipt of PCCA's comments and instructions regarding the final Drawings and Specifications.

Should PCCA not return comments and/or instructions in the time listed in the schedule, the Engineer's schedule for subsequent items will be extended by the same number of days by which PCCA comments or instructions exceed the scheduled review with no further recourse by the Engineer against PCCA.

8. Method of Compensation

A. PCCA shall pay Engineer for services rendered under this Service Order using the Standard Hourly Rates with a Ceiling Price. Reimbursable Expenses are included in the Ceiling price.

B. If this is a Lump Sum Service Order, PCCA shall pay Engineer the following lump sum amount for the services described in this Service Order: Not Applicable. **In addition, PCCA shall reimburse Engineer for the following Named Reimbursable Expenses (if any):** Not Applicable.

C. If this is an Hourly Rates Service Order, the Ceiling Price for this Service Order is $160,700 plus 5% contingency only as approved by PCCA staff.

Description of Service	Amount
Oil Dock 4 *(A1.01 of Exhibit A)*	$ 27,200
Oil Dock 7 *(A1.02 of Exhibit A)*	$ 41,000
Oil Dock 11 *(A1.03 of Exhibit A)*	$ 40,200
Oil Dock 8 *(A1.04 of Exhibit A)*	$ 41,000
Oil Dock 9 *(A1.05 of Exhibit A)*	$ 11,300
CEILING PRICE	**$160,700**
5% Contingency with PCCA Staff Approval	*$ 8,035*
TOTAL SERVICE ORDER	**$168,735**

D. The terms of payment are set forth in Article 4 of the Agreement.

9. Consultants retained or that will be retained as of the Commencement Date of the Service Order:

Not Applicable.

10. Other Modifications to the Agreement or the Exhibits to the Agreement:

Not Applicable.

11. Exhibits or Attachments to this Service Order:

Not Applicable.

12. Documents (other than the Agreement) Incorporated by Reference:

Not Applicable.

13. Terms and Conditions

Execution of this Service Order by PCCA and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Service Order signed by PCCA.

[Signature page follows this page]

IN WITNESS WHEREOF, each Party has executed this Service Order effective for all purposes as of the Commencement Date.

PCCA:

Port of Corpus Christi Authority of Nueces County, Texas

By: _____

Name: Sean C. Strawbridge

Title: Chief Executive Officer

Date Signed: _____

Address for giving notice:
222 Power Street
Corpus Christi, Texas 78401
Attention: Director of Engineering Services

PCCA's Designated Representative:

David L. Krams, P.E.

Title: Director of Engineering Services

Phone Number: 361-885-6134

Facsimile Number: 361-881-5161

E-Mail Address: krams@pocca.com

Engineer:

Govind Development, LLC

By: _____

Name: AJMER KULAR

Title: VICE PRESIDENT

Date Signed: 7/10/18

Address for giving notice:
9510 Leopard St.
Corpus Christi, Texas 78401

Engineer's Designated Representative:

AJMER KULAR

Title: VICE PRESIDENT

Phone Number: 361-241-2777

Facsimile Number: 361-241-2200

E-Mail Address: akular@govinddevelopment.com

EXHIBIT A
ENGINEER'S SERVICES FOR SERVICE ORDER

PART 1—SERVICES

NOTE: Design effort will result in two (2) individual contract packages. One package will include repairs/improvements to Oil Docks 4, 7 & 11 and another package will consist of repairs/improvements to Oil Docks 8 & 9.

A1.01 ***Oil Dock 4***

A. Repair existing at-grade pipeline crossing bridge located on the access road from Oil Dock 4 to Oil Dock 3.

1. Research existing bridge drawings. This will include gathering all available data about the original bridge construction and the previous repair/upgrades drawings.

2. Perform comprehensive field inspections to identify and quantify the cracks and spalls in existing concrete bridge deck and foundation system. Identify visible deficiencies/deteriorations in supporting timber pilesand other bridge elements.

3. Design effort will include exploring multiple repair/improvement options and determining the most suitable and economical approach. Bridge replacement will be one option considered.

4. Develop detailed design drawings and technical specifications and assist with generating bid contract documents.

5. Prepare construction cost estimate for the recommended improvements and/or repairs.

6. Provide assistance with submittal reviews and requests for information during construction phase as requested by the PCCA.

A1.02 ***Oil Dock 7***

A. Repair/Replace Barge Fender Panels, Chains and Chain Connectors.

1. Research existing facility drawings related to barge fendering system. This will include gathering all available data about the original dock construction and the previous repair/upgrades drawings.

2. Perform extensive field inspections of seven existing barge fender panels and assess condition. Evaluate repair versus replacement efforts and determine most cost-effective path forward.

3. Provide repair options, and repair recommendation and develop repair plan for each panel as required. .

4. Develop detailed design drawings and technical specifications for repair plan or replacement for each panel as directed by PCCA.

5. Prepare construction cost estimate for the recommended improvements.

6. Provide assistance with submittal reviews and requests for information during construction phase as requested by the PCCA.

B. Replace fender panels on both Breasting Structures and rubber elements at West Breasting Structure.

1. Research existing breasting structure drawings. This will include gathering all available data about the original dock construction and the previous repair/upgrades drawings.

2. Review existing inspection reports to identify fender panels, rubber elements, quantity and size of eye bolts requiring replacement.

3. Perform field visit to verify the scope identified in the inspection report and the other relevant items being affected. Evaluate repair versus replacement efforts and determine most cost-effective path forward. Provide options for repairs and a recommended repair plan as directed by PCCA.

4. Develop detailed design drawings and technical specifications for recommended repairs and respective replacements.,.

5. Prepare construction cost estimate for the recommended improvements.

6. Provide assistance with submittal reviews and requests for information during construction phase as requested by the PCCA.

C. Replace/add anodes at Mooring Dolphins and Bulkhead.

1. Research existing facility drawings related to bulkhead system. This will include gathering all available data about the original dock construction and the previous repair/upgrades drawings.

2. Review existing underwater inspection reports to identify quantity and size of anode requirement for each respective dock component.

3. Develop detailed design drawings to indicate location, quantity and method of installation, and other information as required to complete construction for each types of anode. Quantities and locations will be based on the currently existing anode locations and their respective types.

4. Prepare technical specifications for fabrication and installation of anodes.

5. Prepare construction cost estimate for the recommended improvements.

6. Provide assistance with submittal reviews and requests for information during

construction phase as requested by the PCCA.

A1.03 ***Oil Dock 11***

A. Repair/Replace Barge Fender Panels, Chains and Chain Connectors.

1. Research existing facility drawings related to barge fendering system. This will include gathering all available data about the original dock construction and the previous repair/upgrades drawings.

2. Perform extensive field inspections of seven existing barge fender panels and assess condition. Evaluate repair versus replacement efforts and determine most cost-effective path forward.

3. Provide repair options, and repair recommendation and develop repair plan for each panel as required. .

4. Develop detailed design drawings and technical specifications for repair plan or replacement for each panel as directed by PCCA.

5. Prepare construction cost estimate for the recommended improvements.

6. Provide assistance with submittal reviews and requests for information during construction phase as requested by the PCCA.

B. Replace/Repair fender panels on both Breasting Structures and rubber elements at one Breasting Structure.

1. Research existing breasting structure drawings. This will include gathering all available data about the original dock construction and the previous repair/upgrades drawings.

2. Review existing inspection reports to identify fender panels, rubber elements, and quantity and size of eye bolts requiring replacement.

3. Perform field visit to verify the scope identified in the inspection report and the other relevant items being affected. Evaluate repair versus replacement efforts and determine most cost-effective path forward. Provide options for repairs and a recommended repair plan as directed by PCCA.

4. Develop detailed design drawings and technical specifications for recommended repairs and respective replacements.,.

5. Prepare construction cost estimate for the recommended improvements.

6. Provide assistance with submittal reviews and requests for information during construction phase as requested by the PCCA.

C. Add Anodes at Bulkhead.

1. Research existing facility drawings related to bulkhead system. This will include

gathering all available data about the original dock construction and the previous repair/upgrades drawings.

2. Review existing underwater inspection reports to identify quantity and size of anode requirement at existing bulkhead.

3. Develop detailed design drawings to indicate location, quantity and method of installation, and other information as required to complete construction for each types of anode. Quantities and locations will be based on the currently existing anode locations and their respective types.

4. Prepare construction cost estimate for the required improvements.

5. Provide assistance with submittal reviews and requests for information during construction phase as required by the PCCA.

A1.04 ***Oil Dock 8***

A. Repair/Replace Barge Fender Panels, Chains and Chain Connectors.

1. Research existing facility drawings related to barge fendering system. This will include gathering all available data about the original dock construction and the previous repair/upgrades drawings.

2. Perform extensive field inspections of seven existing barge fender panels and assess condition. Evaluate repair versus replacement efforts and determine most cost-effective path forward.

3. Provide repair options, and repair recommendation and develop repair plan for each panel as required. .

4. Develop detailed design drawings and technical specifications for repair plan or replacement for each panel as directed by PCCA.

5. Prepare construction cost estimate for the required improvements.

6. Provide assistance with submittal reviews and requests for information during construction phase as requested by the PCCA.

B. Replace/Repair Fender Panels on Both Breasting Structures.

1. Research existing breasting structure drawings. This will include gathering all available data about the original dock construction and the previous repair/upgrades drawings.

2. Review existing inspection reports to identify fender panels and quantity and size of eye bolts requiring replacement.

3. Perform field visit to verify the scope identified in the inspection report and the other relevant items being affected. Evaluate repair versus replacement efforts and

determine most cost-effective path forward. Provide options for repairs and a recommended repair plan as directed by PCCA.

4. Develop detailed design drawings and technical specifications for recommended repairs and respective replacements.

5. Prepare construction cost estimate for the recommended improvements.

6. Provide assistance with submittal reviews and requests for information during construction phase as required by the PCCA.

C. Replace/add Anodes to Mooring Dolphins and Bulkhead.

1. Review existing underwater inspection reports to identify quantity and size of anode requirement for each respective dock component.

2. Develop detailed design drawings to indicate location, quantity and method of installation, and other information as required to complete construction for each types of anode. Quantities and locations will be based on the currently existing anode locations and their respective types..

3. Prepare construction cost estimate for the required improvements.

4. Provide assistance with submittal reviews and requests for information during construction phase as required by the PCCA.

A1.05 ***Oil Dock 9***

A. Rehabilitate Breasting Structure.

1. Research existing facility drawings related to barge fendering system. This will include gathering all available data about the original dock construction and the previous repair/upgrades drawings.

2. Review existing inspection reports to identify damages and deteriorations to be repaired.

3. Prepare construction drawings to indicate location, quantity and method of installation for the required types of anodes, structural member repairs, fender system repairs, painting of structure, and replacement of deficient pile wrap(s). Quantities and locations will be based on the currently existing anode locations and their respective types.

4. Prepare technical specifications, including but not limited to construction materials, fabrication and installation.

5. Prepare construction cost estimate for the required improvements.

6. Provide assistance with submittal reviews and requests for information during construction phase, as requested by the PCCA.

B. Repair Penetrations and Add Anodes to Bulkhead.

1. Research existing facility drawings related to bulkhead system. This will include gathering all available data about the original dock construction and the previous repair/upgrades drawings.

2. Review existing underwater inspection reports to identify quantity and size of sheet pile penetrations repair and anode requirement at existing bulkhead.

3. Develop detailed design drawings to indicate location, quantity and method of installation, and other information as required to complete construction for each types of anode and wall penetration repair. Quantities and locations will be based on the currently existing anode locations and their respective types.

4. Prepare construction cost estimate for the required improvements.

5. Provide assistance with submittal reviews and requests for information during construction phase as required by the PCCA.

PART 2—OTHER SERVICES. Not Applicable.

Deliverables:

1. 60% design drawing submittals
2. 90% design drawing submittals
3. Construction cost estimates for the proposed repairs/improvements
4. Technical specifications for the project relevant items
5. 100% Construction Drawings with cad files for PCCA records.
6. Update and provide record "As Built" drawings in PDF and AutoCAD format.

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: Jarl Pedersen
Chief Commercial Officer
jarl@pocca.com
361.885.6698

Approve Amendment to Lease Agreement with GCGV Asset Holding LLC for 13-acre Tract for Multipurpose Dock and 35-acre Tract for Marine Terminal Facility

SUMMARY: GCGV Asset Holding LLC leases the following property in San Patricio County from PCCA: a 13-acre waterfront tract to be used for a multipurpose cargo dock and a 35-acre upland tract to be used for a marine terminal facility. This lease agreement was made effective January 1, 2018 ("Lease Agreement"). The Lease Agreement also provides that PCCA will grant a pipeline easement to GCGV in the form attached to the lease ("Pipeline Easement") when the route is known. GCGV has requested certain amendments to the Lease Agreement and the Pipeline Easement, mainly to clarify the procedure for assigning the lease and the easement.

BACKGROUND: GCGV has announced its intentions to construct and operate an ethane steam cracker for production of ethylene and derivative units for production of polyethylene (PE) and monoethylene glycol (MEG) (collectively, the "Project"). The Project will be constructed on GCGV's property in San Patricio County, Texas ("Project Site"). Portions of GCGV's plant will be manufactured abroad and transported to the United States by heavy-lift ships, which will deliver these plant components to the multipurpose cargo dock ("Multi-Purpose Dock") to be constructed by GCGV on the 13-acre waterfront tract at the end of PCCA's La Quinta Ship Channel along the San Patricio Turning Basin. Some of the liquid products produced at GCGV's plant will be transported via pipelines to storage tanks constructed by GCGV on the 35-acre upland tract, and from there these products will be loaded onto ships and barges berthed at the Multi-Purpose Cargo Dock. PCCA will grant GCGV the Pipeline Easement for construction of these pipelines when the route of the pipelines is known. GCGV has requested that the assignment sections of the Lease Agreement and Pipeline Easement be amended to clarify the assignment procedures. The precise amendments being requested by GCGV are shown in the redlined document included with this memo

FINANCIAL IMPACT: The financial impact of the Lease Amendment is anticipated to be revenue neutral to PCCA.

222 Power Street 78401 | PO Box 1541 78403 | Corpus Christi, Texas | T 361 882 5633 F 361 882 7110 | portofcorpuschristi.com

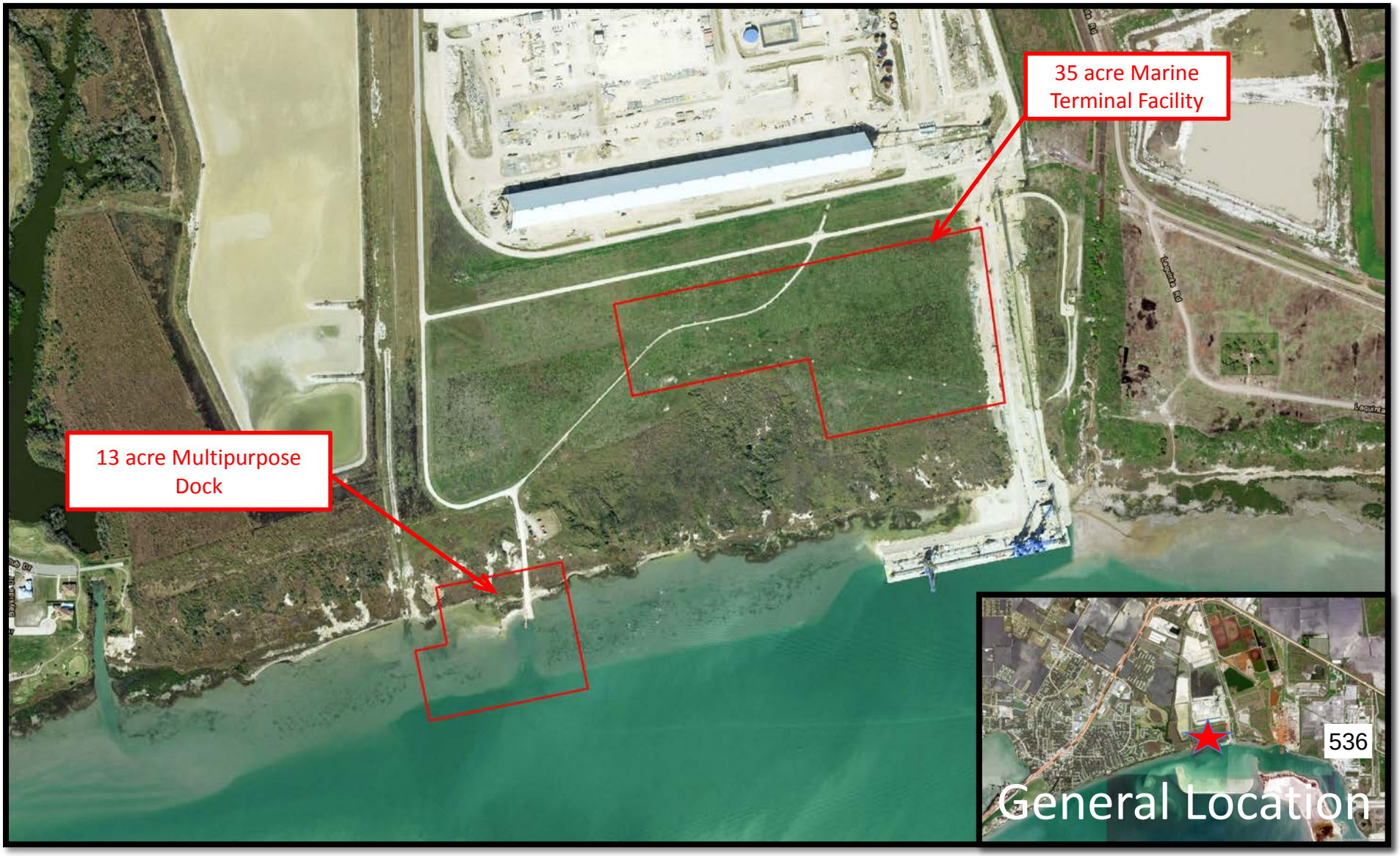
STAFF RECOMMENDATION: Staff recommends your approval of the Amendment to PCCA's Lease Agreement with GCGV Asset Holding LLC, in the form attached hereto, which also includes an amendment to the Pipeline Easement.

Reviewed & Approved	Jarl Pedersen
Legal	Jimmy Welder Bruce Hawn
Senior Staff	Sean Strawbridge John LaRue

LIST OF SUPPORTING DOCUMENTS:

Lease Amendment

Approve Amendment to Lease Agreement with GCGV Asset Holding LLC for 13-acre Tract for Multipurpose Dock and 35-acre Tract for Marine Terminal Facility



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AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT ("**Amendment**") is made effective as of July 17, 2018 ("**Effective Date**"), by and between Port of Corpus Christi Authority of Nueces County, Texas ("**Authority**") and GCGV Asset Holding LLC, a Delaware limited liability company ("**Lessee**").

RECITALS

WHEREAS, Authority and Lessee entered into that certain Lease Agreement dated effective January 1, 2018 ("**Lease**").

WHEREAS, Authority and Lessee desire to amend the Lease pursuant to the terms set forth herein.

NOW THEREFORE, for and in consideration of the foregoing, the mutual promises and benefits provided below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 4.01(d) of the Lease is hereby amended and restated as follows:

> Lessee will design, install, own and operate a vapor combustion unit ("VCU") system, including a dock safety unit, which is required for product loading. The VCU will meet the general design criteria for the VCU set forth in the Design Basis.

2. Section 13.02(a) of the Lease is hereby amended and restated as follows:

> (a) Subject to Section 13.02(b), Lessee shall have the right, without the Authority's consent, to (i) assign this Lease to any Affiliate of Lessee or to an entity which purchases all or substantially all of the assets of Lessee as a going concern, or (ii) transfer this Lease by operation of law (via merger) to any entity which results from the merger of Lessee into or with another entity ("***Resultant Entity***") (each such transferee, a "***Permitted Transferee***"), provided that, for any Permitted Transferee other than a Resultant Entity, the Permitted Transferee has access to adequate capitalization to satisfy Lessee's obligations under this Lease.

3. Section 14.01(b) of the Lease is hereby amended and restated as follows:

> (b) In all instances of a sublease of all or any portion of the Leased Premises to a party other than a Permitted Sublessee, Lessee shall advise Authority thereof, in writing, not less than thirty (30) days prior to the effective date thereof. Such notice shall set forth with reasonable specificity the identity of the proposed sublessee. Authority may charge Lessee, as a part of Additional Charges, for any reasonable out-of-pocket costs or expenses incurred by Authority occasioned in connection with any proposed sublease by Lessee.

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4. Sections 14.05, 14.06, and 14.07 of the Lease are hereby amended and restated as set forth on Attachment 1.

5. Section 19.18 of the Lease is hereby amended by replacing the first two sentences with the following:

> Lessee, in any contract for the construction of improvements to the Leased Premises, will have its Contractor and a corporate surety, approved by the state of Texas, execute separate performance and payment bonds guaranteeing such construction work, each in the sum of 100% of the amount of the Construction Contract price attributable to construction costs ("***Construction Contract Price***"). Performance bonds must be conditioned on the faithful performance of such construction work in accordance with the Construction Contract documents.

6. Exhibit B-1 of the Lease (Form of Pipeline Easement Agreement) is hereby replaced with Exhibit B-1 attached hereto.

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AUTHORITY'S SIGNATURE PAGE TO AMENDMENT TO LEASE AGREEMENT
(Port of Corpus Christi Authority to GCGV Asset Holding LLC)

EXECUTED this ____ day of _____, 2018, but to be effective for all purposes as of the Effective Date

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By:_____
Sean C. Strawbridge,
Chief Executive Officer

STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ day of _____, 2018, by Sean C. Strawbridge, Chief Executive Officer of the Port of Corpus Christi Authority of Nueces County, Texas, on behalf of said Authority.

_____
Notary Public, State of Texas

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LESSEE'S SIGNATURE PAGE TO AMENDMENT TO LEASE AGREEMENT
(Port of Corpus Christi Authority to GCGV Asset Holding LLC)

EXECUTED this 10 day of July, 2018, but to be effective for all purposes as of the Effective Date

GCGV ASSET HOLDING LLC

By: WH Cheek
Name: William H. Cheek
Title: President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 10 day of July, 2018, by William H. Cheek, President of **GCGV Asset Holding LLC**, a Delaware limited liability company, on behalf of said company

GLORIA G. HERNANDEZ
Notary Public, State of Texas
My Commission Expires
May 04, 2019

Notary Public, State of Texas

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LESSEE'S SIGNATURE PAGE TO AMENDMENT TO LEASE AGREEMENT (CONT'D)

(Port of Corpus Christi Authority to GCGV Asset Holding LLC)

EXECUTED this 10 day of July, 2018, but to be effective for all purposes as of the Effective Date

GCGV ASSET HOLDING LLC

By: _____
Name: Saleh M. Al-Buainain
Title: Vice President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 10 day of July, 2018, by Saleh M. Al-Buainain, Vice President of **GCGV Asset Holding LLC**, a Delaware limited liability company, on behalf of said company

_____
NOTARY PUBLIC, STATE OF TEXAS

GLORIA G. HERNANDEZ
Notary Public, State of Texas
My Commission Expires
May 04, 2019

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ATTACHMENT 1

Section 14.05. Sublease of Upland Site to Permitted Sublessee

(a) Lessee may sublease the Upland Site to the Permitted Sublessee at any time after the Effective Date, *provided* that the Lessee must execute, have acknowledged, and deliver to the Authority and cause the Permitted Sublessee to execute, have acknowledged, and deliver to the Authority an instrument (which may include the sublease itself) in which:

(1) The Permitted Sublessee agrees to perform all of the obligations of Lessee hereunder with respect to the design, construction, operation and maintenance of the Tank Farm on the Upland Site and the design, construction, operation and maintenance of the portion of the Bulk Liquid Terminal on the Upland Site from and after the effective date of the sublease to the extent such obligations are not performed by Lessee or another Contractor;

(2) The Permitted Sublessee agrees to use and occupy the Upland Site for the Permitted Uses described in Section 6.01(a) and otherwise in strict accordance with this Lease Agreement; and

(3) The Permitted Sublessee agrees that the term of the sublease on the Upland Site will not extend beyond the Term of this Lease Agreement and that if this Lease Agreement is terminated, the Authority will have the right to terminate the sublease without penalty with three Business Days' notice.

(b) Lessee must deliver to Authority a copy of the sublease of the Upland Site to the Permitted Sublessee and the instrument described in Section 14.05(a) at least five (5) days prior to the effective date of the sublease.

Section 14.06. Sublease of Waterfront Site to Permitted Sublessee

(a) Lessee may sublease the Waterfront Site to the Permitted Sublessee at any time after the end of the Importation Period; *provided* that the Lessee must execute, have acknowledged, and deliver to the Authority and cause the Permitted Sublessee to execute, have acknowledged, and deliver to the Authority an instrument (which may include the sublease itself) in which:

(1) The Permitted Sublessee agrees to perform all of the obligations of Lessee hereunder with respect to the design, construction, operation and maintenance of the Bulk Liquid Handling Equipment on the Multi-Purpose Dock and the design, construction, operation and maintenance of the portion of the Bulk Liquid Terminal on the Waterfront Site from and after the effective date of the sublease to the extent such obligations are not performed by Lessee or another Contractor;

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(2) The Permitted Sublessee agrees to use and occupy the Waterfront Site for the Permitted Uses described under Section 6.01(a) and otherwise in strict accordance with this Lease Agreement; and

(3) The Permitted Sublessee agrees that the term of the sublease on the Upland Site will not extend beyond the term of this Lease Agreement and that if this Lease Agreement is terminated, the Port Authority will have the right to terminate the sublease without penalty with three Business Days' notice.

(b) Lessee must deliver to Authority a copy of the sublease of the Waterfront Site to the Permitted Sublessee and the instrument described in Section 14.06(a) at least five (5) days prior to the effective date of the sublease.

Section 14.07. Sublease of the Entire Leased Premises to Permitted Sublessee

(a) Lessee may sublease the entire Leased Premises to the Permitted Sublessee at any time after the end of the Importation Period; *provided* that the Lessee must execute, have acknowledged, and deliver to the Authority and cause the Permitted Sublessee to execute, have acknowledged, and deliver to the Authority an instrument (which may include the sublease itself) in which:

(1) The Permitted Sublessee agrees to perform all of the obligations of Lessee hereunder with respect to the design, construction, operation and maintenance of the Bulk Liquid Terminal Facilities on the Leased Premises from and after the effective date of the sublease to the extent such obligations are not performed by Lessee or another Contractor; and

(2) The Permitted Sublessee agrees to use and occupy the Leased Premises for the Permitted Uses described under Section 6.01(a) and otherwise in strict accordance with this Lease Agreement.

(b) Lessee must deliver to Authority a copy of the sublease of the entire Leased Premises to the Permitted Sublessee and the instrument described in Section 14.07(a) at least five (5) days prior to the effective date of the sublease.

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EXHIBIT B-1

[ATTACHED]

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PIPELINE EASEMENT AGREEMENT

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS THAT:**
COUNTY OF NUECES §

Port of Corpus Christi Authority of Nueces County, Texas, acting herein by and through its Port Commissioners hereunto duly authorized, (hereinafter called "Authority" or "Grantor") for good and valuable consideration as described below, and including the covenants and conditions herein made and provided to be kept and performed by Grantee, effective as of _____, 20___ (the "Effective Date") has **GRANTED AND CONVEYED** and by these presents does **GRANT AND CONVEY** to GCGV Asset Holding LLC, a Delaware limited liability company authorized to do business in Texas, whose address is 1735 Hughes Landing, The Woodlands, Texas, 77380, (hereinafter called "Grantee"), a non-exclusive right-of-way and easement (the " Easement") in, through, across, under and along the Authority's land located in San Patricio County, Texas, as more particularly described by metes and bounds and depicted in Exhibit "A", for the purpose of constructing, laying, operating, maintaining, repairing, replacing and removing: (a) six (6) pipelines and two fiber optic lines (collectively the "Pipelines") consisting of one ____ inch diameter (__") pipeline for the transportation of mono-ethylene glycol; one ____ inch (__") diameter pipeline for the transportation of crude butadiene; one ____ inch (__") diameter pipeline, for the transportation of pyrolysis gasoline, one _____ inch (___") diameter pipeline for the transportation of sulfidic caustic; one ____ inch (__") diameter pipeline for the transportation of natural gas, one _____ inch (__") diameter pipeline for waste water effluent and two fiber optic lines, which lines (or the casing therefore) may not exceed _____ inches (__") in diameter, and (b) valves, fitting, and other below ground appurtenances reasonably necessary thereto. No above ground or below ground appurtenances are allowed except for_____ and pipeline markers (the "Pipeline Appurtenances"). All above ground Pipeline Appurtenances shall be in the locations depicted in Exhibit "A." The product referenced above for each pipeline shall hereinafter be collectively referred to as the "Authorized Pipeline Products". The Pipelines and the Pipeline Appurtenances shall hereinafter be collectively referred to as the ("Pipeline Facilities"). The Easement hereby conveyed is a total of twenty-five feet (25') in width. Authority also hereby has **GRANTED AND CONVEYED** and by these presents does hereby **GRANT AND CONVEY** to Grantee a non-exclusive temporary construction easement parallel and adjacent to the Easement ("Temporary Easement") in, over, through, across, under, and along the Authority's land located in San Patricio County, Texas, as more particularly described by metes and bounds and depicted in Exhibit "B". The Temporary Easement also includes the additional temporary workspace locations, if any, depicted in Exhibit "B". The Temporary Easement shall expire, and the width of the Easement shall revert to the exterior dimensions of the pipe laid upon: (1) the date on which the initial construction of the Pipeline Facilities is completed and the Pipelines are operational, or (2) July 1, 2023, whichever is earlier, (the "Initial Construction Period"). The Easement and Temporary Easement shall be collectively referred to as the "Easements". In the event construction is not commenced by July 1, 2020, this Pipeline Easement Agreement ("Agreement") and the Easements will terminate, unless the period for commencement of construction is extended, in writing, beyond such deadline by Authority.

Grantee and Authority have entered into a lease agreement of even date herewith (the "Lease Agreement") for two tracts of land out of a 1089.432 acre tract of land conveyed to

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the Authority by that certain Deed dated February 11, 1998 by Land Ventures, Inc. and El Paso Development Company to Authority, which deed is recorded under Clerk's File number 458816 of the Real Property Records of San Patricio County, Texas. The term of this Agreement shall be for so long as the Lease Agreement remains in effect and will immediately terminate upon the expiration or termination of the Lease Agreement (the "Easement Term").

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, the rights and privileges hereby conveyed for the Easement Term, subject to the exceptions and reservations herein set forth, and upon the following covenants and conditions which are a part of the consideration for this grant, which covenants and conditions are and shall be construed as covenants running with the land, and which covenants and conditions by its acceptance hereof Grantee covenants and agrees to keep and perform.

This Easement is granted subject to the following:

1. Fees. For the first ten (10) years of the Easement term, Grantee will pay in advance to Authority within 30 days of the Effective Date, for each of the Pipelines, a non-refundable fee calculated using the ten-year rate set forth in the Authority's then current and applicable pipeline and utility easement fee schedule for a pipeline with the same outside diameter. Thereafter Grantee shall pay, in advance, at the beginning of each succeeding ten (10) year period of the Easement Term, for each of the Pipelines an easement fee calculated using the ten-year rate set forth in the Authority's then current and applicable pipeline and utility easement fee schedule for pipeline with the same outside diameter. For purposes of the above calculations, the fee for each fiber optic line will be calculated in the same manner as a pipeline with the same outside diameter of each fiber optic line or if laid in conduit for a pipeline with the same outside diameter as the conduit used for each of the fiber optic lines.

For each surface site or sites, if any, to be used for the installation of aboveground appurtenances that are described in Exhibit "A", the fee for the surface site(s) for the first ten (10) years of the Easement Term and the fee for the surface site(s) for each succeeding ten (10) year period of the Easement Term will be ten percent (10%) of the product of the total number of surface site acres and the per acre equalization value then assigned by Authority to the surface site(s) (the "Surface Site Fees"). Grantee will pay to Authority the Surface Site Fees for the first ten (10) years of the Easement Term within 30 days of the Effective Date. Thereafter, Surface Site Fees will be calculated and paid at the beginning of each succeeding ten (10) year period of the Easement Term and will be due within thirty (30) days of Grantee's receipt of a correct invoice therefore.

2. Access and Post Construction Work Space. The rights of ingress and egress hereinabove referred to in Grantee shall be confined to the above-described Easements during the Initial Construction Period. Grantee, during the Initial Construction Period, shall not have the right to cross Authority's adjacent land, store materials or equipment on Authority's adjacent land, or conduct any of Grantee's operations on Authority's adjacent land, without the prior express written consent of Authority. After the expiration of the Initial Construction Period, Grantee shall be permitted to have ingress and egress to and from the Easement for the construction, operation, maintenance, inspection, repair, removal or replacement of the Pipeline Facilities over a route or routes, across Authority's adjacent lands, if any, designated in advance by Authority. Grantee,

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during any period of construction, maintenance, inspection, repair, removal or replacement of the Pipeline Facilities, taking place after the expiration of the Initial Construction Period, shall be permitted to use a reasonable amount of Authority's adjoining property, as designated in advance by Authority, to the extent reasonably available, as determined by Authority in its sole and absolute discretion, and only for so long as reasonably necessary for such construction, maintenance, inspection, repair, removal or replacement of the Pipeline Facilities ("Post Construction Work Space"). Notwithstanding the forgoing, Authority shall have no obligation to preserve the availability of any of Authority's adjacent lands for Grantee's use as Post Construction Work Space. After the expiration of the Initial Construction Period except, in the case of an emergency, Grantee agrees to notify the Authority not less than seventy-two (72) hours prior to Grantee's employees, agents or contractors entering upon the Easement for construction, maintenance, repairs or other operations. In the case of an emergency necessitating entry upon the Easement by Grantee, its employees, agents or contractors without first giving at least seventy-two (72) hours prior notice to Authority, Grantee agrees to notify the Authority of the nature and extent of any such emergency within twenty-four (24) hours after any such entry.

3. Construction, Maintenance and Use.

During the installation of the Pipeline Facilities or during any significant repair or replacement of the Pipeline Facilities, Authority shall be entitled to engage the services of an inspector which shall be selected by the Authority, in its sole and absolute discretion, to observe the operations of Grantee and to verify that the Pipeline Facilities are installed in full compliance with the terms and conditions of this Agreement (the "Inspection Services"). The Authority shall be responsible for the payment of all wages and expenses charged by its inspector (the "Inspection Service Expenses"). Upon completion of the initial installation of the Pipeline Facilities and thereafter upon completion of any significant repair or replacement of the Pipeline Facilities, Authority shall invoice Grantee for all Inspection Service Expenses incurred by Authority, which invoice Grantee agrees to pay within thirty (30) days of Grantee's receipt thereof.

Grantee shall construct and maintain the Pipeline Facilities in a good and workmanlike manner and in compliance with all applicable governmental and industry standards for construction and maintenance of the same; including but not limited to the requirements set forth in Article VII (Hazardous Substances, Liquids, and Gas Pipelines and Distribution Systems) of Chapter 35 of the City of Corpus Christi's Code of Ordinances, as amended from time to time. Warning signs for the existence of the Pipeline Facilities that conform to Federal and State laws applicable to such warning signs will be posted at the required locations along the Easement.

Authority understands that Grantee intends to utilize a portion of the Easement and Temporary Easement for the operation of horizontal directional drilling ("HDD") equipment needed to install a portion of the Pipeline within the Easement. Grantee agrees not to dump or dispose of any drilling mud, chemicals, spoil, dredge, sludge, water or other material utilized or produced in connection with any of Grantee's HDD operations on the Easement or Temporary Easement or Grantor's adjoining property. Once Grantee's HDD requirements are determined, Grantor and Grantee will agree on an amendment to this Easement (the "HDD Amendment") providing Grantee with reasonable temporary work space sufficient to accommodate such HDD, to the extent such space is reasonably available at the time of the HDD Amendment is executed.

Authority shall be under no obligation to preserve any temporary work space for Grantee's use in conducting its HDD operations prior until such time as the HDD Amendment is negotiated and executed. All such material shall be captured and removed using water tight containers so that such material does not come into direct contact with any portion of the surface of such property in the course of performing such HDD operations. Grantee shall use all commercially reasonable efforts to minimize the Easement and Temporary Easement area utilized to perform the HDD operations, and Grantee agrees to restore the affected Easement and Temporary Easement area, and any adjoining property, to the same condition as existed prior to such operations. Grantee will consult with Grantor regarding Grantee's planned HDD operations prior to commencing such work. Grantee agrees to immediately notify Authority's Director of Engineering of any damages to any property, real or personal, occurring outside the boundaries of the Easement or to any road, railroad, or other improvement inside or outside of the Easement caused by Grantee's HDD operations. All backfill placed in the Easement must be compacted so as to prevent settlement or erosion. Grantee shall bury and maintain the Pipeline and all underground Pipeline Appurtenances at a depth of not less than 4 feet below the surface of the ground or to such deeper depth as may be reasonably required as a result of the presence on, or construction on, or adjacent to, the areas within the Easement of any road, pipeline, or pole line. Grantee agrees to bore under all navigable channels and rail crossings to a depth set by Authority's Director of Engineering Services. In refilling any hole or ditch, Grantee must compact the subsoil to ninety-five percent (95%) of original compaction. After any construction, repair or removal, Grantee shall compact, loosen, or otherwise condition the topsoil to the degree of compaction of non-disturbed topsoil so that there will be no settling or compaction of soil and so that the land disturbed will be the same level as the surrounding lands which will maintain drainage previous to such work and prevent erosion.

In the event of any excavation within the Easements, including but not limited to excavation of any pipeline trench or in the event of removal of the Pipeline Facilities herein contemplated, the top eighteen (18") inches of topsoil (should eighteen inches of top soil exist), or the full depth of any such top soil, whichever is less, will be removed and stored separately from the subsoil. As the Pipeline trench is backfilled, the subsoil will be replaced over the pipe and pipe bedding and all topsoil will be placed on top of the subsoil, commonly referred to as the double-ditch method. Grantee shall promptly back-fill all excavations in this manner and agrees to promptly remove all excess subsoil from the Easements.

Grantee will restore the Easements and any Post Construction Work Space disturbed by Grantee's operations to pre-project elevations and contours and, if requested by Authority, will seed and/or vegetate all such area disturbed by Grantee's construction, operation, maintenance, repair or removal of the Pipeline Facilities. Grantee shall seed and/or vegetate the Easements and Post Construction Work Space to promote restoration of the pre-project percent vegetative coverage using perennial grass seed or transplant material as per the seasonal recommendations of the Nueces or San Patricio County Agriculture Extension Service, or with either Common Bermuda grass or other locally adapted perennial grass (if Authority so elects).

Grantee will notify Authority no later than twenty-four (24) hours after Grantee's discovery of any visible or apparent contamination in, on, or under or adjacent to the Easements. Grantee will timely submit all required reporting to appropriate State and Federal agencies and will provide a copy thereof to Authority.

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If, during, or after, completion of construction of the Pipeline Facilities, the contamination is coming from the Pipeline Facilities, then Grantee will immediately repair or replace the Pipeline Facilities, and restore the Easement to the condition it was in prior to the discovery of the contamination. Grantee agrees to shut down the Pipeline Facilities, if reasonably necessary to prevent continuing contamination of the Easement and Authority's adjacent lands. If the contamination is not coming from a pipeline or pipelines in the Easement, then Grantee and Authority shall cooperate to determine the source of the contamination and advise the appropriate State and Federal agencies of the occurrence.

Grantee's use of the Easements and Post Construction Work Space herein granted and its operations in relation thereto will at all times comply with all applicable laws, statutes, rules and regulations of federal, state and local government. Grantee's use of the Easements and Post Construction Work Space may not unreasonably interfere with existing easement rights of any owner of an easement in, on, over, under or across any lands owned by the Authority and which are crossed or are overlapped in whole or in part by the Easements. Except for Permit #02261, which Authority maintains as set forth in Section 3.01(c) of the Lease Agreement, Grantee agrees to obtain all applicable environmental permits necessary to conduct the work, and provide a copy of said permits to Authority. The Authority will modify and amend Permit #02261 as required and requested by Grantee and will, in coordination with Grantee, prepare and submit the appropriate applications to the USACE and other agencies to support Grantee's construction of the Pipeline Facilities. "***Permit #02261***" means Department of the Army Permit SWG-2001-02261, which was issued to the Authority on August 27, 2004, as amended. Grantee agrees to construct and maintain the Pipeline Facilities in accordance with existing permits or permit applications related to the easement and in accordance with all applicable state and federal environmental rules and regulations.

Grantee, as a condition precedent to Grantee's right to enter upon and otherwise access the Easements for construction purposes, shall furnish Authority all "issued for construction drawings" provided to its construction contractors for the construction of the Pipeline Facilities as well as any subsequent revisions thereto applicable to the Easement (the "Issued for Construction Drawings"). Upon completion of the installation of the Pipeline Facilities in the Easement, Grantee shall provide as-built drawings of the as-built location of the Pipeline Facilities.

Grantee shall be responsible for coordination of its construction activities and use of the Easements and any Post Construction Work Space with any other existing or future users and easement holders in or near the Easements. Grantee shall promptly restore any portion of the right-of-way damaged by Grantee to its condition prior to such damage. Grantee shall, if requested by Authority, test in the manner specified by all restoration work at Grantee's expense. Authority shall be promptly notified in writing of the results of all tests of any such restoration work.

Grantee has established a project construction advisory panel to communicate with local stakeholders regarding on site activities that may provide disruptive conditions to residents, in order to more effectively manage such activities. Grantee shall cause its Contractors to take reasonable measures to: (1) mitigate any objectionable or unpleasant noise, smoke, dust, gas, light, vibrations, or odors from impacting the surrounding community during the construction of the

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Pipeline Facilities, (2) keep the Easements free from litter, trash, and construction debris, and (3) promptly address any complaints or concerns expressed by the residents of Portland or Gregory, Texas, in connection with the construction, maintenance or operation of the Pipeline Facilities or the maintenance and operation of the Easements.

4. Reservations and Exceptions. The Easements herein granted and authorization to utilize any Post Construction Work Space shall be subject to the terms and conditions of any and all easements heretofore granted by Authority to other parties which are of record in San Patricio County, referenced in a memorandum of easement recorded in San Patricio, County, referenced in the Lease Agreement, shown on construction drawings, or physically evident on the property. The Authority reserves the right to grant easements and the right to grant the use Post Construction Work Space, upon, over, under and across the Easements, and to grant other rights of use, leases and easements above, below and on the surface of the Easements, provided that such grants shall not materially interfere with the rights granted herein.

5. **Indemnity. Grantee shall defend, indemnify and hold harmless Authority, its commissioners, officers, directors, managers, employees, and agents (for the purposes of this Section, the "*Indemnified Parties*") from and against, and Grantee shall be responsible for, any and all liabilities (including strict liability), actions, demands, damages, penalties, fines, losses, claims, costs, expenses (including reasonable attorneys', experts' fees and expenses), suits, settlements or judgments of any nature whatsoever (including claims for personal injury, bodily injury, real and personal property damage and economic loss) which may be brought or instituted or asserted against the Indemnified Parties based on or arising out of or resulting from (i) the failure on the part of the Grantee, its agents, employees, contractors, subcontractors or licensees (collectively, "*Grantee Parties*") to comply with the provisions of any laws or regulations applicable to the Pipeline or the Pipeline Facilities, (ii) any injury to or death of or claim of injury to or death of any person or any damage to or loss of or claim of damage to or loss of property arising from or in any manner connected with the acts, conduct, or negligence of the Grantee Parties in the design, construction, maintenance, repair, removal, or replacement of the Pipeline or the Pipeline Facilities, (iii) the failure on the part of any of the Grantee Parties to comply with the provisions of any laws or regulations applicable to the Easements, Post Construction Work Space, the Pipeline or the Pipeline Facilities, or (iv) the condition, use, malfunction, defect, or explosion of the Pipeline or any of the Pipeline Facilities (individually an "*Indemnified claim*" and collectively "*Indemnified Claims*").**

Notwithstanding anything to the contrary contained in Section 5, it is expressly provided and agreed by and between the Parties that Grantee shall not be obligated to indemnify and hold harmless the Indemnified Parties from and against their own negligence, gross negligence or willful misconduct.

Notwithstanding anything to the contrary contained in Section 5, Grantee shall be relieved of its obligation of indemnity (but not its obligation to defend) with respect to any Indemnified Claim to the extent, but only to the extent, of (1) the amount actually recovered from one or more insurance carriers and either paid to the Indemnified Parties or paid for benefit of the Indemnified Parties in reduction of such Indemnified Claim, or (2) the

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percentage of responsibility attributed to the Indemnified Parties with respect to causing or contributing to cause the event for which the Indemnified Claim was made.

The Grantee's indemnity obligations under this Agreement shall not be limited by a limitation on the amount or type of damages, compensation or benefits owed by Grantee to any employee of Grantee under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

Notwithstanding anything to the contrary stated elsewhere herein, Authority and Grantee understand and agree that, in no event, shall either Authority or Grantee be liable for special, exemplary, consequential or other indirect damages to the other, and all such damages are hereby waived to the extent permitted by law.

6. Insurance. Without limiting the indemnity obligations or liabilities of Grantee, or its insurers, provided herein, Grantee agrees at all times this Agreement is in effect to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum amounts and comply with the other requirements set forth in Exhibit "C" attached hereto and incorporated herein by reference.

7. Assignment. (a) The rights herein granted may not be assigned without the prior written consent of the Authority, which consent shall not be unreasonably withheld, conditioned or delayed; except such consent shall not be required if the assignment is to a "**Permitted Transferee**" (as defined in the Lease Agreement) or to a "**Permitted Sublessee**" (as defined in the Lease Agreement) (hereinafter collectively referred to as a "**Permitted Assignee**"), and if such entity is not a Resultant Entity (as defined in the Lease Agreement) (i) the Permitted Assignee executes, acknowledges and delivers to Authority an agreement in a form and content reasonably acceptable to Authority, whereby the Permitted Assignee assumes and agrees to perform all Grantee's obligations under this Easement Agreement from and after the date of such assignment and further agrees that any rights acquired by the Permitted Assignee hereunder shall terminate upon termination of the Lease Agreement, and (ii) Grantee complies with the requirements of sections 7(b) and 7(c) below. In all other instances, any assignment of this Easement Agreement shall require Authority's prior written consent, which consent may be given or withheld in Authority's sole discretion.

(b) In all instances of an assignment of all or any part of the rights granted to Grantee under the terms of this Easement Agreement, regardless of whether to a Permitted Assignee or not, Grantee shall advise Authority thereof, in writing, ("**Assignment Notice**") not less than five (5) days prior to the effective date thereof. Such notice shall set forth with reasonable specificity the identity of the proposed assignee.

(c) Grantee may request, in writing, Authority's consent to an assignee and that request must include: (i) the name of the proposed assignee; (ii) the nature and character of the assignee's business; (iii) the term, use, rental rate, and all other material terms of the proposed assignment; and (iv) audited financial statements or other evidence of the proposed assignee's assets, liabilities, net cash flow, operating history, and other evidence Authority may reasonably request to evaluate the financial capacity and experience of the proposed assignee to perform its obligations.

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(d) Within thirty (30) days after its receipt of the required information and any other information requested, Authority either will consent to, refuse its consent to, or conditionally consent to, the proposed assignment. If Grantee does not receive written notice of Authority's decision within thirty (30) days after the later of the date Authority receives written notice of the proposed assignment or the date Authority receives all of the required information and any requested information, Authority will be deemed to have refused its consent to the proposed assignment, leaving this Easement Agreement in full force and effect. Grantee will pay, on demand, all reasonable out-of-pocket costs and expenses (including attorneys' fees, if any) that Authority may incur in connection with Authority's review of any request for consent to an assignment.

(e) Anything in this Easement Agreement to the contrary notwithstanding, and notwithstanding any consent by Authority to any assignee of all or any portion of the rights granted by this Easement Agreement, or any permitted assignment hereunder, no assignee, or Permitted Assignee, shall subsequently assign all or any portion of the rights granted by this Easement Agreement, except to a subsequent Permitted Assignee, without Authority's prior written consent in each instance, which consent may be given or withheld in Authority's sole discretion. No assignment or subsequent assignment of this Easement Agreement shall relieve Grantee from the performance of any of Grantee's obligations under the terms of this Easement Agreement.

(f) Grantee's failure to comply with all of the foregoing provisions and conditions of this Section 7 shall (regardless of whether Authority's consent is required under this Section 7), at Authority's sole option, render any purported assignment null and void and of no force and effect.

8. Termination. This Agreement and all rights to use and occupy the Easement shall terminate if the Pipeline(s) ceases to be used for the transmission of **Authorized Pipeline Products**, collectively, for a period of forty-eight (48) months period during the term of this Agreement; if Grantee shall at any time expressly abandon this Easement for the use of the same for the purposes herein granted; or upon termination or expiration of the Lease Agreement. This Agreement and all of Grantee's interest hereunder, at the option of Authority, shall forthwith terminate upon breach by Grantee of any of the conditions hereof and the failure of Grantee to remedy the same within ninety (90) days after Grantee's receipt of written notice from the Authority so to do. Grantee agrees it will within ninety (90) days after the termination of this Agreement remove the Pipeline Facilities existing in the Easement and restore the land in the Easement and in any Post Construction Workspace utilized to remove the Pipeline Facilities to substantially the same condition in which same existed prior to the existence of the Pipeline Facilities. In the event Grantee fails to remove the Pipeline Facilities within the above-described time period, Authority may either declare the termination of Grantee's interest in the Pipeline Facilities and all of Grantee's interest therein shall thereupon terminate, or the Authority may cause the Pipeline Facilities, or any part thereof, to be removed and disposed of, and the lands of the Authority restored, all at the cost of Grantee. In the event of a breach of the requirements of Section 10 ("Compliance with Authority Security Requirements"), this Agreement and all of Grantee's interest hereunder, at the option of Authority, shall forthwith terminate in the event Grantee fails to remedy the same within ten (10) days after Grantee's receipt of written notice from the Authority of such breach.

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9. Relocation. The Authority, after consultation with Grantee, may require Grantee to remove, lower or relocate the Pipeline Facilities situated in the Easement in the event the same materially interferes with or will materially interfere with: (1) the development of Authority's lands; (2) any facility, facility modification, or proposed facility of Authority, Authority lessee; (3) any road or proposed road; or (4) any operation or proposed operation of Authority, Authority lessee or Authority franchisee; The Authority may also require Grantee to remove, lower or relocate the Pipeline Facilities situated in the Easement in the event the same materially interferes with or will materially interfere with any navigable channel, railroad or proposed railroad under which the Pipeline passes. In the event Authority requires Grantee to remove, lower or relocate pursuant to the provisions of this Section, the cost of such removal, lowering or relocation shall be paid solely by Grantee; and in such event, Authority will provide Grantee with an alternate Easement route on Authority's land at no additional cost to Grantee.

10. Compliance with Authority Security Requirements. Grantee, its employees, agents, representatives and subcontractors shall at all times comply with all Authority mandated security requirements and regulations pertaining to the Easements and any Post Construction Work Space locations or access thereto, regardless of whether now existing or hereinafter imposed, pursuant to Authority's Tariffs (the "Security Measures"). Failure to comply with Authority's Security Measures will be grounds for terminating this Agreement as described in Section 8 above. Authority's Security Measures applicable to the Easement and right of way can be ascertained by contacting the Authority's Police Department.

11. Notice. (a) All notices, demands or requests from Grantee to Authority shall be given to Authority, Attention: Executive Director, P.O. Box 1541, Corpus Christi, Texas 78403, or via electronic mail to john@pocca.com, with copy to sstrawbridge@pocca.com, and darrin@pocca.com, or at such other address as Authority shall request in writing.

(b) All notices, demands or requests from Authority to Grantee shall be given to Grantee, Attention: Attention Port Project Engineer, 22777 Springwoods Village Parkway, Spring, Texas 77389, or via electronic mail to brent.schneider@exxonmobil.com, or at such other address as Grantee shall request in writing.

(c) Unless expressly stated otherwise, notices or other communications required to be given to either Party must be received in writing within the specified time period to be effective. Such notices or other communications may be given by certified first-class mail, by overnight delivery, or by electronic mail, to the appropriate Party at its address or electronic mailing address listed above. Notice or other communication may also be given by personal service. Any notice or communication given by mail shall be deemed to have been received upon the earlier of (1) receipt or refusal of delivery service, or (2) the third day after the date mailed if mailed via one of the methods provided in this paragraph. Notice given by electronic mail will be deemed received on the date sent, or on the next business day if sent after 5:00 p.m. Central Time. Either Party may change the address or electronic mailing address for notice by giving the other Party written notice as provided in this Section. In order for any notice or communication sent by electronic mail to be effective, said notice or communication must also be provided concurrently by one of the other

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methods described in this section (provided that no concurrent method of communication shall be required if the recipient responds with electronic confirmation of receipt).

12. Easement Maintenance and Litter. Grantee will maintain the Easements, Post Construction Work Space, and Pipeline Facilities in good repair and with a neat appearance, clean of all litter and trash including construction debris caused by Grantee (i.e., welding rods, grinding wheels, tools, metal pieces, pipe coating materials, rags, cans, bags, paper, plastic, boards, blocks, pallets, skids, etc.) during periods of construction, operation, maintenance, repair or removal of the Pipeline Facilities. Grantee shall require Grantee's employees, agents, representatives, contractors, and sub-contractors to pick up said construction debris daily. All construction debris shall be cleaned up and removed from Authority's lands prior to the termination of any construction period.

13. Limitation on Easement Use. Grantee specifically agrees that Grantee, its successors, assigns, and its related companies shall not use any portion of the Easements or portion of any Post Construction Work Space for any other purpose than the construction, operation and maintenance of the Pipeline Facilities. The Grantee will not grant, participate with, or initiate any contract with any third party to place any other use or operation within the Easement other than the Pipeline Facilities described in this Agreement.

14. COMPLIANCE WITH DRAINAGE RESERVATION. A portion of the Easements are located on a 138.37 acre tract (the "Cable-Garrett Tract") is more particularly described in that certain Special Warranty Deed (the "Cable-Garrett Special Warranty Deed") from Joseph D. Cable, et al, to the Authority and recorded on August 3, 2015 Clerk's File Number 649208 in the Official Public Records of San Patricio County, Texas. The Cable-Garrett Special Warranty Deed contains a reservation of drainage easement reserving the right to drain surface waters from a 393.72-acre tract of land (the "Dominant Tract") described in Exhibit "B" to the Cable-Garrett Special Warranty Deed onto Authority's Cable-Garrett Tract (the "Drainage Easement"). The Drainage Easement prohibits Authority from altering the surface of the Cable-Garret Tract and from placing or allowing the existence of any barriers on the Cable-Garrett Tract which would impede or divert surface waters from flowing from the Dominant Tract onto the Cable-Garret Tract. The Drainage Easement expressly prohibits Authority from placing or allowing the placement or continuance of any dams, levees, berms, curbs, roads, ruts, depressions or other changes in grade and/or modifications of the surface of the Cable-Garret Tract that would prevent surface waters from Dominant Tract passing onto the Cable-Garrett Tract, or which would cause surface waters flowing from Dominant Tract onto the Cable-Garrett Tract to back up onto and flood the Dominant Tract. Notwithstanding any provision of the Design Basis to the contrary, Grantee agrees that neither it, nor any other person or entity acting by, through, or under Grantee, will cause any violation of any of the terms and conditions of the Drainage Easement set forth in the Cable-Garrett Special Warranty Deed. Grantee agrees to pay for any and all damages incurred which arise out of any violation of the Drainage Easement by Grantee, Grantee's Contractors, or any other person or entity acting by, through, or under Grantee.

15. Mowing. Grantee shall mow the Easement in a normal and customary fashion consistent with industry standards, a minimum of once a year. However, Authority may suspend said mowing activities by notifying Grantee of Authority's election to suspend such mowing

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activities. If suspended, Authority may elect for Grantee to resume the mowing schedule by so notifying Grantee.

16. Brush and Tree Disposal. All trees and brush cut shall be removed from the Easements and disposed of in a lawful manner.

17. Warranty of Title. Subject to all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations affecting the Easement area appearing or referenced of record as of the date hereof Authority warrants that it has good and indefeasible title to the lands covered by this Agreement, that it has lawful right and authority to grant to Grantee the Easement, and that it will forever warrant and defend the Easement unto Grantee and its successors and assigns against the claims of all persons claiming by, through, or under the Authority, but not otherwise.

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one instrument.

The execution of this Agreement shall be conclusive of the agreement of Grantee to all of the terms and conditions hereof, whereupon this easement and all of its provisions shall extend to and be binding upon the legal representatives, successors and assigns of Grantee and Authority, respectively.

[Signature Pages Immediately Follow]

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PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____
Sean C. Strawbridge
Chief Executive Officer

"Authority"

STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ day of _____, 201__, by Sean C. Strawbridge, Chief Executive Officer of Port of Corpus Christi Authority of Nueces County, Texas, on behalf of the Authority.

_____
NOTARY PUBLIC, STATE OF TEXAS

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GCGV ASSET HOLDING LLC

By: _____
Name: _____
Title: _____

"Grantee"

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 201__, by _____, _____, of GCGV Asset Holding LLC, a Delaware limited liability company, on behalf of said company.

_____
NOTARY PUBLIC, STATE OF TEXAS

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Exhibit "A"
Easement

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Exhibit "B"
Temporary Easement

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Exhibit "C"
Insurance

Without limiting the indemnity obligations or liabilities of Grantee, or its insurers, provided herein, Grantee agrees at all times this Agreement is in effect to carry and maintain at its sole expense policies of insurance (the "Policies") of the types and in the minimum amounts as follows:

(a) For all its employees engaged in performing work, workers' compensation required by the Texas Workers' Compensation Code, and Employer's Liability insurance with limits of at least $1,000,000.00 for each employee accident and disease, or such similar insurance which is in accordance with state and federal law applicable to said employees.

(b) Commercial General Liability (CGL) coverage with policy limits of at least $1,000,000.00 per occurrence and $2,000,000 general aggregate for operations and activities on the Easements and on any Post Construction Work Space.

(c) To the extent Grantee owns motor vehicles, Business Auto Liability coverage for all owned, hired, and non-owned vehicles, with a policy limit of $1,000,000 (Combined Single Limit.)

(d) Umbrella liability coverage limits of not less than $5,000,000.00 over and above the underlying primary coverage limits stated in subsections (a - only if Grantee has employees), (b) and (c) of this Section.

(e) Pollution Liability insurance covering bodily injury, property damage, including cleanup, and other losses caused by pollution conditions arising directly from Grantee's operations, including pollution of any body of water, with limits of not less than $5,000,000.00 per occurrence. If available at commercially reasonable rates, Pollution coverage shall include environmental cleanup, remediation and disposal and may be included within the required Commercial General Liability and/or Umbrella insurance.

(f) Railroad Protective Liability coverage in the event the Easements are located within fifty feet (50') of any railroad, with policy limits of $1,000,000 per Occurrence and $2,000,000 Aggregate.

The minimum insurance protection amounts set forth in the Policies shall be increased from time to time upon request by Authority to an amount which is commercially reasonable at the time.

Authority shall be furnished, to the attention of Authority's Real Estate Manager, prior to the commencement of any work by Grantee on the Easements or on any Post Construction Work Space, as proof of the insurance required of Grantee a certificate or certificates of insurance (and the endorsements required in this Section shall be attached to the certificate or certificates of the insurance) describing the Policies, which certificates must be acceptable, in their form and content, to Authority. Each of the Policies will be endorsed to (i) (except for Workers' Compensation and Employee's Liability insurance) name Authority, its Port Commissioners, officers, officials, employees and agents as an additional insured (ii) provide that it will not be suspended, voided,

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canceled or reduced in coverage or limits without thirty (30) days' prior written notice to Authority, Attention: Real Estate Manager, and (iii) provide that notwithstanding any language in any policy of insurance held by Authority ("Authority Insurance") to the effect that the Authority Insurance is primary, the policy or policies held by Grantee are primary coverage and the Authority Insurance is non-contributory so that Authority Insurance will not share with the Policies.

In addition the Policies shall be endorsed to provide as follows (or an ISO form endorsement containing the equivalent wording may be used): "Underwriters or the company or companies issuing this policy agree that, if the named insured is required, by written contract, to name any other person, firm or organization as an additional insured on this policy for claims arising out of acts, or the failure to act, by the named insured, then such other person, firm or organization shall automatically be deemed to be an additional insured under this policy without any further action, but only to the extent required under said written contract." Grantee shall deliver to Authority certificates of insurance at least thirty (30) days prior to the expiration date of each of the Policies. The deductible or self-insured retention for each of the Policies must be stated in the certificate of insurance provided to Authority if either exceeds $50,000.00; and, in such event, Authority may decline to approve this Agreement. The company writing each of the Policies must possess a current rating with A.M. Best Company of at least A: VI, or S&P A-, or equivalent rating from other rating agencies. If Grantee neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Authority may procure such insurance at Grantee's expense, and Authority is entitled to reimbursement from Grantee for all amounts spent to procure and maintain the insurance, with interest on such expense at a rate of 10% annually from the date Grantee receives Authority's notice of payment until reimbursement.

Waiver of Subrogation. Grantee agrees that all insurance policies required herein shall include full Waivers of Subrogation in favor of Authority. Grantee agrees to immediately give to each insurance company which has issued to it policies of insurance applicable to provisions of this Agreement written notice of the terms of the waiver set forth in this Section, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver; and Grantee will provide to Authority a copy of said endorsement or endorsements or evidence that such endorsement is not necessary to prevent the invalidation of the insurance coverage by reason of such waiver. Notwithstanding the foregoing, subrogation will not be waived regarding damages caused by the gross negligence or willful misconduct of Authority managerial and senior supervisory personnel. The foregoing insurance requirements do not affect a limitation on liability or damages provided by the Texas Tort Claims Act, including a limitation under Section 101.023 of the Act.

4.01(d) Lessee will design, install, own~~,~~ and operate a vapor combustion unit ("VCU") system, including a dock safety unit, which is required for ~~Pygas and Sulfidic Caustic~~product loading. The VCU will meet the general design criteria for the VCU set forth in the Design Basis.

13.02(a) Subject to Section 13.02(b), Lessee shall have the right ~~to assign this Lease~~, without the Authority's consent, to (i) assign this Lease to any Affiliate of Lessee~~,~~ or to an entity which purchases all or substantially all of the assets of Lessee as a going concern, or (ii) transfer this Lease by operation of law (via merger) to any entity which results from the merger of Lessee into or with another entity ("***Resultant Entity***~~"), or (iii) to an entity which purchases all or substantially all of the assets of Lessee as a going concern (each~~") (each such transferee, a "***Permitted Transferee***"), provided that, for any Permitted Transferee other than a Resultant Entity, the Permitted Transferee has access to adequate capitalization to satisfy Lessee's obligations under this Lease.

14.01(b) In all instances of a sublease of all or any portion of the Leased Premises~~,~~ ~~regardless of whether~~ to a party other than a Permitted Sublessee, Lessee shall advise Authority thereof, in writing ~~("***Sublease Notice***"),~~ not less than thirty (30) days prior to the effective date thereof. Such notice shall set forth with reasonable specificity the identity of the proposed sublessee. Authority may charge Lessee, as a part of Additional Charges, for any reasonable out-of-pocket costs or expenses incurred by Authority occasioned in connection with any proposed sublease by Lessee.

Section 14.05. Sublease of Upland Site to Permitted Sublessee

(a) Lessee may sublease the Upland Site to the Permitted Sublessee at any time after the Effective Date, *provided* that the Lessee must execute, have acknowledged, and deliver to the Authority and cause the Permitted Sublessee to execute, have acknowledged, and deliver to the Authority an instrument (which may include the sublease itself) in which:

(1) The Permitted Sublessee ~~adopts this Lease Agreement and assumes and~~ agrees to perform all of the obligations of Lessee hereunder with respect to ~~the Upland Site, including~~ the design, construction, operation and maintenance of the Tank Farm on the Upland Site and the design, construction, operation and maintenance of the portion of the Bulk Liquid Terminal on the Upland Site~~;~~ from and after the effective date of the sublease to the extent such obligations are not performed by Lessee or another Contractor;

(2) The Permitted Sublessee agrees to use and occupy the Upland Site for the Permitted Uses described in Section 6.01(a) and otherwise in strict accordance with this Lease Agreement; and

(3) The Permitted Sublessee agrees that the term of the sublease on the Upland Site will not extend beyond the Term of this Lease Agreement and that if this Lease Agreement is terminated, the Authority will have the right to terminate the sublease without penalty with three Business Days' notice.

(b) Lessee must deliver to Authority a copy of the sublease of the Upland Site to the Permitted Sublessee~~.~~ and the instrument described in Section 14.05(a) at least five (5) days prior to the effective date of the sublease.

Section 14.06. Sublease of Waterfront Site to Permitted Sublessee

(a) Lessee may sublease the Waterfront Site to the Permitted Sublessee at any time after the end of the Importation Period; *provided* that the Lessee must execute, have acknowledged, and deliver to the Authority and cause the Permitted Sublessee to execute, have acknowledged, and deliver to the Authority an instrument (which may include the sublease itself) in which:

(1) The Permitted Sublessee ~~adopts this Lease Agreement and assumes and~~ agrees to perform all of the obligations of Lessee hereunder with respect to ~~the Waterfront Site, including~~ the design, construction, operation and maintenance of the Bulk Liquid Handling Equipment on the Multi-Purpose Dock and the design, construction, operation and maintenance of the portion of the Bulk Liquid Terminal on the Waterfront Site~~;~~ from and after the effective date of the sublease to the extent such obligations are not performed by Lessee or another Contractor;

(2) The Permitted Sublessee agrees to use and occupy the Waterfront Site for the Permitted Uses described under Section 6.01(a) and otherwise in strict accordance with this Lease Agreement; and

(3) The Permitted Sublessee agrees that the term of the sublease on the Upland Site will not extend beyond the term of this Lease Agreement and that if this Lease Agreement is terminated, the Port Authority will have the right to terminate the sublease without penalty with three Business Days' notice.

(b) Lessee must deliver to Authority a copy of the sublease of the Waterfront Site to the Permitted Sublessee and the instrument described in Section 14.06(a) at least five (5) days prior to the effective date of the sublease.

Section 14.07. Sublease of the Entire Leased Premises to Permitted Sublessee

(a) Lessee may sublease the entire Leased Premises to the Permitted Sublessee at any time after the end of the Importation Period; *provided* that the Lessee must execute, have acknowledged, and deliver to the Authority and cause the Permitted Sublessee to execute, have acknowledged, and deliver to the Authority an instrument (which may include the sublease itself) in which:

(1) The Permitted Sublessee ~~adopts this Lease Agreement in its entirety and assumes and~~ agrees to perform all of the obligations of Lessee hereunder~~, including~~ with respect to the design, construction, operation and maintenance of the Bulk Liquid Terminal Facilities on the Leased Premises from and after the effective date of the sublease to the extent such obligations are not performed by Lessee or another Contractor; and

(2) The Permitted Sublessee agrees to use and occupy the Leased Premises for the Permitted Uses described under Section 6.01(a) and otherwise in strict accordance with this Lease Agreement.

(b) Lessee must deliver to Authority a copy of the sublease of the entire Leased Premises to the Permitted Sublessee and the instrument described in Section 14.07(a) at least five (5) days prior to the effective date of the sublease.

19.18 Lessee, in any contract for the construction of improvements to the Leased Premises, will have its Contractor and a corporate surety, approved by the state of Texas, execute separate performance and payment bonds guaranteeing such construction work, each in the sum of 100% of the ~~accepted contract~~ amount of the Construction Contract price attributable to construction costs ("***Construction Contract Price***~~") set forth in the Construction Contract.~~"). Performance bonds must be conditioned on the faithful performance of ~~the~~such construction work in accordance with the Construction Contract documents.

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PIPELINE EASEMENT AGREEMENT

7. Assignment. (a) The rights herein granted may not be assigned without the prior written consent of the Authority, which consent shall not be unreasonably withheld, conditioned or delayed; except such consent shall not be required if the assignment is to a "**Permitted Transferee**" (as defined in the Lease Agreement) or to a "**Permitted Sublessee**" (as defined in the Lease Agreement) (hereinafter collectively referred to as a "**Permitted Assignee**"), and if such entity is not a Resultant Entity (as defined in the Lease Agreement) (i) the Permitted Assignee executes, acknowledges and delivers to Authority an agreement in a form and content reasonably acceptable to Authority, whereby the Permitted Assignee assumes and agrees to perform all Grantee's ~~past, present and future~~ obligations under this Easement Agreement from and after the date of such assignment and further agrees that any rights acquired by the Permitted Assignee hereunder shall terminate upon termination of the Lease Agreement, and (ii) Grantee complies with the requirements of sections 7(b) and 7(c) below. In all other instances, any assignment of this Easement Agreement shall require Authority's prior written consent, which consent may be given or withheld in Authority's sole discretion.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____
~~John P. LaRue~~
Sean C. Strawbridge
Chief Executive ~~Director~~Officer

"Authority"

STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ day of _____, ~~2017,~~201__, by ~~John P. LaRue,~~Sean C. Strawbridge, Chief Executive ~~Director~~Officer of Port of Corpus Christi Authority of Nueces County, Texas, on behalf of the ~~Port~~Authority.

_____
NOTARY PUBLIC, STATE OF TEXAS

NOT FOR PUBLIC CONSUMPTION

GCGV ASSET HOLDING LLC

By: _____
Name: _____
Title: _____

"Grantee"

STATE OF ~~_____~~TEXAS §
§
COUNTY OF ~~_____~~HARRIS §

This instrument was acknowledged before me on the _____ day of _____, ~~2017,~~201__, by ~~_____, _____,~~ _____, _____, of ~~_____,~~GCGV Asset Holding LLC, a ~~_____,~~Delaware limited liability company, on behalf of said ~~_____.~~company.

_____
NOTARY PUBLIC, STATE OF TEXAS

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 17, 2018

DATE: July 17, 2018

TO: Port Commission

FROM: Sean Strawbridge – Chief Executive Officer
sstrawbridge@pocca.com – 885-6133

Approve a Resolution regarding the Privileges of Honorary Lifetime Members of the Port Police & Security Department

BACKGROUND: In 2009, the Port Commission appointed two of its members as honorary lifetime members of the Port Police & Security Department ("***Port PD***") with such privileges as this membership allows. A question has arisen regarding the nature and extent of these privileges. Staff is not aware of any special privileges that are or should be enjoyed by honorary lifetime members of the Port PD.

STAFF RECOMMENDATION: To clarify that there are no privileges associated with being an honorary lifetime member of the Port PD, Staff recommends that the Port Commission approve the resolution included with this memo. The resolution states that persons appointed as honorary lifetime members of the Port Police & Security Department do not enjoy any privileges whatsoever as a result of this appointment.

Reviewed & Approved	Sean Strawbridge
Legal	Jimmy Welder

LIST OF SUPPORTING DOCUMENTS:
Resolution regarding the Privileges of Honorary Lifetime Members of the Port Police & Security Department

222 Power Street 78401 | PO Box 1541 78403 | Corpus Christi, Texas | T 361 882 5633 F 361 882 7110 | portofcorpuschristi.com

RESOLUTION REGARDING THE PRIVILEGES OF HONORARY LIFETIME MEMBERS OF THE PORT POLICE & SECURITY DEPARTMENT

WHEREAS, by Resolution dated December 8, 2009, the Port Commission of the Port of Corpus Christi Authority of Nueces County, Texas, appointed two members of the Port Commission as honorary lifetime members of the Port Police & Security Department ("***Port PD***") with such privilege that such lifetime membership allows; and

WHEREAS, a question has arisen regarding the privileges of honorary lifetime members of the Port PD; and

WHEREAS, the Port Commission wishes to go on record regarding such privileges;

NOW, THEREFORE, BE IT RESOLVED BY THE PORT COMMISSION THAT:

Section 1. Persons appointed as honorary lifetime members of the Port Police & Security Department shall enjoy no privileges whatsoever as a result of this appointment.

Section 2. This Resolution is hereby adopted by the Port Commission on July 17, 2018.

NOT FOR PUBLIC CONSUMPTION

CHIEF EXECUTIVE OFFICER
EXECUTIVE DIRECTOR
REPORT

JULY 17, 2018

PRESENTED BY:

SEAN STRAWBRIDGE
JOHN LARUE

BUSINESS DEVELOPMENT

WIND ENERGY CARGO

- Wind Energy Cargo: 3 wind blade vessels
- Staff continued regular communications regarding on-going projects with designated carriers, agents and logistics providers towards seamless terminal handling procedures
- Staff discussed re-location of current tower sections with OEM and internal staff
- Staff discussed lease of part of Rincon West Yard for 3 years with OEM and internal staff
- Staff attended lunch meeting with OEM and local stevedore
- Staff reported on budgetary vs actual wind and breakbulk cargo ytd 2018
- Participated in conference call with OEM re Wind Energy project

DRY BULK CARGO

- Continue to coordinate with tenant on incoming cement vessels and dry bulk alumina at CD 9
- Continue to work with Class I Railroad on HBI and DRI fines movements out of bulk terminal and support logistic for efficient operation
- Continue to work with staff on strategic plan for future growth opportunities
- Supported site visit for company with interest in coal exports
- Meeting and Port tour for frac sand company for barge shipments
- Coordinating with local company on outbound scrap via barge
- Supporting barite importer via BD 1 for shipments/storage

GENERAL CARGO

- Working with pipe manufacturer and logistic company on large O/D pipeline looking at imports into PCC for various pipeline projects
- Working with local manufacturer/distributor of steel pipe for barge shipments to PCC.
- Working with staff on FTZ benefits for various steel importers
- Finalizing construction details with Engineering for construction of BD3 for liquid bulk.
- Supporting inbound steel plate cargo for tank construction. Stored in Port warehouses.
- Support various freight handlers permits
- Continue to support EDC with 2 companies looking at region for possible manufacturing development
- Coordinating with staff on military movements via port docks
- Provide port tour for liquid terminal site developers.

TARIFFS

- Staff continued collaboration with internal department to review financials for Freight Handlers Application and continued with approval process for July Commission Agenda
- Staff concluded research regarding new licensing requirements within Tariff to discuss same with legal
- Staff researched and reported LOA Dockage 900' and OVER
- Bulk Terminal Tariff 1-A Dockman Fee published

GENERAL ACTIVITIES

- Staff continued collaboration with various departments towards higher percentage statuses for Strategic Plan Goal 4 a,b,c
- Staff collaborated with External Events Calendar internal team
- Staff monitored progress of project requested from Summer Interns
- Staff obtained requested update re Rincon West rail cost in preparation for Long Range Planning Meeting
- Staff met with internal department regarding additional rail storage
- Staff provided port tour to staff from Consulate General of Denmark in Houston
- Continue to support strategic plan on marketing efforts for dry bulk and general cargo
- Supported port tour for news group on liquid cargo
- Supported port presentation and tour of TX/US Wheat association with African delegation.
- Supporting real estate department with new temporary leases and renewals

FOREIGN TRADE ZONE

FTZ Manager continues to work with assigned FTZ Operators and Customs & Border Protection to assist and attend scheduled Annual CBP Compliance Reviews.

FTZ Manager and GCGV team continue to work with local tax entities to obtain concurrence letters for FTZ Authorization application for Gregory, TX facility that is currently under construction.

FTZ Manager continues working with steel and aluminum companies that have expressed interest in FTZ benefits due to the current Section 232 Steel & Aluminum increased imposed tariffs.

ORTIZ CENTER - OVATIONS

NOT FOR PUBLIC CONSUMPTION

2017	Guest Attendance	Number of Events	Revenue
January	3,712	40	$152,998
February	5,875	45	$227,214
March	6,761	56	$296,571
1st Quarter	**16,348**	**141**	**$676,783**
April	5,019	42	$190,831
May	4,998	54	$187,993
June	6,504	60	$238,244
2nd Quarter	**16,521**	**156**	**$617,068**
July	2,172	34	$90,695
August	3,271	45	$136,584
September	3,814	37	$131,282
3rd Quarter	**9,257**	**116**	**$358,561**
October	6,322	51	$225,210
November	6,597	61	$261,936
December	5,864	52	$290,279
4th Quarter	**18,783**	**164**	**$777,425**
YTD Total	**60,909**	**577**	**$2,429,838**

2018	Guest Attendance	Number of Events	Revenue
January	2,480	35	$100,254
February	5,982	39	$263,395
March	6,150	60	$228,668
1st Quarter	**14,612**	**134**	**$592,318**
April	3,333	39	$110,446
May	5,743	59	$217,777
June	4,422	53	$167,713
2nd Quarter	**13,498**	**151**	**$495,936**
July			
August			
September			
3rd Quarter			
October			
November			
December			
4th Quarter			

NOT FOR PUBLIC CONSUMPTION

PORT OF CORPUS CHRISTI AUTHORITY
2020 STRATEGIC PLAN DASHBOARD

Green = No Issues / On Schedule | Pink = Change in Task Schedule | Yellow = Potential Risk of Date Slip & Impact to Project | Red = Critical Issue; HighPotential of Date Slip; Needs Immediate Attention | Blue = Complete

Goal	Strategic Objective	Team Leader	Action Leader	Tasks	Target Start Date	Target Completion	% Complete	Status
Strategic Goal #1 Fund Our Vision	Fund Operating Budget, Capital Program and Strategic Opportunities	K Britton	K Britton	Develop Financial Strategy	9/1/14	10/31/17	100%	Complete
			T Fuhrken	Develop Capital Project Management System	5/1/17	12/31/19	27%	Ongoing
			T Fuhrken	Develop Performance Dashboard	10/1/17	3/31/19	30%	Ongoing
			S Richardson	Enhance Management of Revenue and Payments	4/1/15	12/31/18	55%	Ongoing
	Manage Business and Operational Risks		D James-Spruce	Identify Market Risks	5/1/17	7/6/17	100%	Complete
Strategic Goal #2 Provide Facilities & Services to Meet Customer Needs	Develop Master Plan and Asset Management Program	D Krams	N Fudge	Develop PCCA Facilities Vision and Master Plan	5/1/15	12/31/18	48%	Ongoing
			C Martinez	Develop Asset Management Program (AMP)	7/1/15	6/30/19	5%	Ongoing
	Provide Deepwater and Shallow-Draft Waterways Required to Support Maritime and Industrial Development		D Koesema	Increase Stakeholder Understanding of Benefits and Value in Channel Improvements	9/1/15	9/30/18	79%	Ongoing
			D Koesema	Develop Funding Plan for Channel Development/DMPAs	9/1/15	9/30/18	97%	Ongoing
			D Koesema	Develop Long-Term Plan for Channel Improvements and Dredge Material Management in Addition to Corps Requirements	6/1/16	12/31/18	72%	Ongoing
	Provide Public Docks & Support Private Facilities to Facilitate Maritime and Industrial Development		N Fudge	Develop Facilities Plan with Emphasis on Preserving Flexibility to Respond to Market Demands	6/1/15	12/31/18	87%	Ongoing
			N Fudge	Upgrade and Maintain Existing Docks and Facilities	9/1/15	8/30/18	93%	Ongoing
			N Fudge	Plan and Develop New Docks and Mooring Areas	1/1/16	9/30/18	68%	Ongoing
			C Martinez	Develop Process to Support Private Customer Projects	5/1/15	12/31/18	18%	Ongoing
	Provide Surface Infrastructure and Services to Support Maritime and Industrial Development		S Garza	Support Efforts to Expand Regional Water Supply Available to Industry	12/7/16	8/31/18	72%	Ongoing
			N Fudge	Lead Process of Making Utilities Available to Port-Related Properties	7/1/15	8/31/18	73%	Ongoing
			D Michaelsen	Continue Improvement of Rail Access to Support Waterborne Commerce and Port-Related Industry	7/1/15	2/3/17	100%	Complete
			S Lopez-Sosa	Improve Vehicular Access to Support Waterborne Commerce and Port-Related Industry	7/1/15	9/30/18	97%	Ongoing
Strategic Goal #3 Sustain Productive Stakeholder Relationships	Build and Sustain Productive Relationships with All Stakeholders	R Collin	R Collin	Establish Relationship Baseline with Each Stakeholder Group	7/15/15	9/30/18	63%	Ongoing
			R Collin	Create Climate of Trust, Respect and Ownership	12/15/16	9/1/18	87%	Ongoing
			P Cardenas	Publicize and Recognize Successes	6/1/15	6/20/17	100%	Complete
			R Collin	Manage Stakeholders Relationships	6/15/15	8/1/18	88%	Ongoing
	Operate the Port's Facilities in a Safe, Secure and Efficient Manner		T Mylett	Address Security Priorities Excluding Sensitive Security Information (SSI)	3/25/15	9/26/17	100%	Ongoing
Strategic Goal #4 Foster Compatible Industrial and Maritime Development	Proactively Pursue Diversified Port-related Economic Development Opportunities	M Turner	M Turner	Develop Multi-year Marketing Plan for Industrial Development and Increase Cargo to/from the Port	9/1/15	10/31/18	94%	Ongoing
			M Turner	Vigorously assist Port-related industrial prospects in site selection, project planning and development	9/1/15	8/31/18	59%	Ongoing
			M Turner	Identify and pursue general cargo and dry bulk diversification opportunities	8/10/15	8/31/18	88%	Ongoing
			D Krams	Lead region in developing infrastructure to attract new waterborne commerce and industrial development	8/1/15	12/31/20	65%	Ongoing
	Ensure Highest and Best Use of Existing Property and Facilities		M Turner	Develop and agree on criteria for "Highest and Best Use"	9/1/15	7/31/18	63%	Ongoing
			D Aldrich	Develop expanded land use guidance documents	9/1/15	4/1/16	100%	Complete
	Acquire and Protect Land for Industrial Development and Port-related Infrastructure		D Aldrich	Develop multi-year plan to acquire and protect properties	6/1/15	12/13/16	100%	Complete
Strategic Goal #5 Be an Environmental Leader	Define Environmental Standards in Partnership with Customers	S Garza	S Garza	Define environmental standards that PCCA, our tenants, customers, and vendors will adhere to	3/1/16	10/16/18	55%	Ongoing
			S Garza	Develop implementation program for environmental standards	9/30/15	12/31/18	33%	Ongoing
			S Garza	Define compliance verification process and create an annual reporting template/program (Tenant Audit Program, EMS Management Review, Construction Documents, Vendor Selection)	7/1/18	12/31/18	0%	Not Started
	Continue to Meet and Exceed Regulatory Standards		S Garza	Implement environmental standards Port-wide	9/1/18	12/31/18	0%	Not Started
			S Garza	Develop and implement regulatory strategy for future environmental regulations	1/1/16	12/31/16	100%	Complete
			S Garza	Verify compliance annually	1/1/19	4/30/20	0%	Not Started
	Engage Environmental Community Proactively		R Collin	Promote environmental leadership message continuously	6/1/15	6/30/18	75%	Ongoing
			S Garza	Define template for establishing environmental community engagement by project (existing [Bulk Terminal, dredge material placement for next 100 years] and new projects)	6/1/17	6/30/18	35%	Ongoing
			S Garza	Active participation in community groups	6/1/15	12/31/15	100%	Complete
Strategic Goal #6 Grow Our People to Staff the Future	Implement Comprehensive Human Resources Strategy	M Euresti	M Euresti	Recruit, select and retain the best people	3/1/15	8/31/18	84%	Ongoing
			T Gonzales	Develop people to achieve their potential	5/1/15	12/1/18	83%	Ongoing
			T Gonzales	Develop succession planning program	9/30/15	12/31/18	83%	Ongoing
	Foster a Safe and Healthy Workplace		D Hale	Develop/Implement comprehensive Occupational Health & Safety (OH&S) management system	1/1/16	12/31/18	63%	Ongoing
			A Leyva	Identify and promote Port safety culture	1/1/16	4/18/17	100%	Complete
			D James-Spruce	Define/Improve incident procedures for employees	7/1/15	3/1/18	100%	Complete
			M Del Rossi	Take Wellness Program to next level	4/1/15	3/15/17	100%	Complete

COMMUNITY RELATIONS

INTERNAL AND COMMUNITY EVENTS/MEETINGS

- PICC Public Affairs Committee Meeting-Workforce development
- United Corpus Christi Chamber executive board meeting
- Edelman conference call(s)
- Wellness luncheon
- Crosswind conference call (s)
- Housing Authority Commission
- Hurricane Preparedness meeting
- 2017 Annual Report meeting
- PICC Business Meeting
- Photo Op - Interns
- Westside Business Association (BOD: Liz Cantu)
- Strategic Plan meeting with Business Development
- Staff Meeting (s): Community Relations/Communications
- Intern interviews
- Review/edit of website ads
- CCREDC: Senior Executive Breakfast
- Presentation: Young Business Professionals'
- Portland Chamber of Commerce Hurricane Preparedness breakfast: presentation by Chairman Zahn
- Meeting with CCREDC
- Environmental leadership video
- Port Resiliency Index Site visit
- Port presentation and Inner Harbor Tour: Newsy News
- United Corpus Christi Chamber committee meeting
- Meeting with governmental City leaders
- Port briefing with Portland City Council Mayor: Cathy Skurow
- Regional 6 LEPC Workshop
- Strategic Goal Update
- POCCA DRA Hillcrest meeting
- Harbor Island meeting with stakeholders
- Project Graduation: Aransas Pass ISD Sponsorship
- Port Aransas Youth Development Foundation
- Corpus Christi Literacy Council: Strike for Literacy
- 4Th Mexico Gas Summit
- 70th Annual Shrimporee

- Del Mar College: Stringers for Scholars
- Annual visit to BNSF (provide presentation and gifts)
- United Chamber of Commerce: Mi Casa Es Su Casa Honoring Dr. Quintanilla
- Women of the Port Cover Party
- Robstown RADC, 22nd Annual Banquet: Big Business of the Year Award
- Corpus Christi Army Depot: 243rd Army Birthday Ball
- The Rise School: Rise & Shine Swing
- The Purple Door: Great Expectations Luncheon
- Cheniere Open House
- Portland Chamber of Commerce: Annual Awards and Installation Banquet
- Junior Achievement: Business & Educations Luncheon - Todd Hunter Speaker
- EXXON Mobile: Rob Tully Retirement/Del Mar College scholarship

ENGINEERING SERVICES

As of June 30, 2018 (billing through May 31, 2018), the Engineering Department has 133 projects in progress. These projects consist of 64 Capital, 50 Maintenance, and 19 Professional Service projects. During the month of May, $6,623,346 was invoiced for on-going work. To date, this year, approximately $38,904,759 has been invoiced for work performed. Below is a table detailing the 2018 budgeted amounts and the expended amount "to date" for capital, maintenance, and professional services projects.

Engineering Services May 2018 Activity Report		
Project Type	**2018 Budget Amount**	**Expended to Date**
Capital*	$113,086,367	$37,216,497
Maintenance	$ 3,855,000	$ 1,616,759
Professional Services	$ 405,000	$ 71,503
Total	$117,346,367	$38,904,759

**Total Engineering Budget $120,035,059 minus $6,948,692 for Bulk Terminal projects pending assignment.*

UPCOMING BIDS (PROJECTS > $50,000) / REQUEST FOR PROPOSALS

Project #	Project Title
15-040A	Concrete Paving Under Conveyor Belt
15-054A	New PCCA Rail Service Facility
161699C	Hurricane Harvey Repairs to Inner Harbor Revetment
17-010D	Replacement of Ship Loader Boom Rail and Clip
17-011B	Air Return Modifications at Ortiz Center
17-018A	Viola Turning Basin Bulkhead Maintenance
18-022A	Oil Dock 12 Breasting Structural Upgrades
18-028A	La Quinta Berth Dredging
18-031A	Armoring of the Nueces Bay Shoreline

MASTER AGREEMENTS AND SERVICE ORDERS**

Listed below are the Master Agreements implemented, including values of Service Orders, Contracts, and Amendments issued per year:

	2017*	2018*
Freese and Nichols, Inc.	$ 639,299	--
Hanson Professional Services, Inc. (formerly Naismith)	$ 33,470	$ 49,120
Lanier and Associates Consulting Engineers, Inc. *(18-01)*	--	$ 79,600
Govind Development, LLC *(18-02)*	$ 651,050	$ 32,200
Mott MacDonald *(18-03)*	$ 86,751	$ 175,000
HDR, Inc. *(18-04)*	$ 195,102	$ 1,354,748
Cardno *(18-05)*	--	$ 554,391
CH2M Hill *(18-08)*	$ 713,824	$ 375,882
AECOM Technical Industries, Inc. *(18-10)*	--	$ 5,194,451
Terracon Consultants *(18-11)*	--	$ 724,00
Rock Engineering and Testing Laboratory *(18-12)*	--	$ 1,488,515

Includes separate Professional Services Contracts* * as of 7/6/18*

ACTIVE ENGINEERING PROJECTS WITH IN-HOUSE STAFF DESIGN

Project Name	Project Manager(s)	Project Status
Bulk Terminal New Pad 6	Lou Donato Natasha Fudge	On hold pending BT study
Bulk Dock 1 Building Demolition and Storage Containers	Lou Donato Natasha Fudge	Completed February 1, 2018
Concrete Paving under Conveyor Belt 2	Lou Donato Natasha Fudge	75% Design
Crane Rail Replacement on Shiploader	Lou Donato Natasha Fudge	100% Design, Under Review
Viola Turning Basin Bulkhead Maintenance	Lou Donato Natasha Fudge	95% Design
Resurfacing of North Side Storage Area	Eileen Mink	On hold to minimize cargo disruption; non-critical area
Cargo Dock 15 Fender Replacement	Bert Perez	Completed June 18, 2018
Aransas Corpus Christi Pilots Pier	Jenna Clayton Carlos Martinez	Evaluating Bids Received July 3, 2018

Corpus Christi Ship Channel - Channel Improvement Project (CCSC-CIP)

- Project Elements:
  - Construct ecosystem restoration projects near Port Aransas and Ingleside on the Bay
  - Extend the La Quinta Channel 1.4 miles at -41 feet MLLW
  - Widen and deepen the CCSC to -54 feet MLLW
  - Construct barge lanes on both sides of the ship channel across Corpus Christi Bay

- CCSC-CIP Status:
  - Construction of Ecosystem Restoration Complete (2012)
  - La Quinta Channel Extension Complete (2013)
  - Project Partnership Agreement (PPA) for CCSC Deepening and Widening and Barge Lanes fully executed on September 9, 2017

- CCSC Deepening and Widening and Barge Lanes Construction
  - Contract 1 – Gulf of Mexico to Harbor Island
    - Solicitation posted June 1, 2018
    - Bid opening extended to July 23, 2018
    - Contract award anticipated August 14, 2018

  - Contracts 2 & 3 – Harbor Island to La Quinta Junction
    - Contracts 2 & 3 to be designed and awarded under a single construction contract
    - Geotechnical investigation underway
    - Design underway
    - Contract award scheduled for October 24, 2019
    - PCCA staff working with USACE to expedite design and contracting

Ongoing Ship Channel and PCCA Dock Slip Maintenance Dredging

- Corpus Christi Ship Channel to Viola Turning Basin/La Quinta Channel
  - Includes performing maintenance dredging in the Upper Bay, Portions of Inner Harbor, Portions of La Quinta and PCCA Oil Docks 1, 2, 4, 7, 8, & 11, Cargo Docks 8 & 9, and Bulk Terminal Dock 2. Contract also includes relocating the Suntide Drainage Ditch and backfilling the old ditch.
    - Schedule:
      - Start Date: December 2016
      - All work completed except for Bulk Terminal Dock 2 maintenance dredging.
        - BTD maintenance began week of July 2, 2018
      - Estimated Completion Date: Contract being extended for additional Post Harvey contract modifications.

- $2 million contract modification awarded by USACE to dredge shoaling caused by Hurricane Harvey in 2017.
  - Upper Bay Reach
  - Lower Bay Reach
  - La Quinta Channel
- Additional contract modifications anticipated in FY 2018

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Department of Engineering Services
Project Design & Construction Status Report
DESIGN PROJECTS

Project No.	Project Title	Project Manager	% Completed
Capital			
15-047A	Chiller Replacement at Ortiz Center	BP	
18-022A	Oil Dock 12 Barge Breasting Structure Upgrades	BP	90
18-021A	Oil Dock 1 Mooring Improvements	EM	
18-028A	La Quinta Berth Dredging	JD	70
17-016A	Escape Route at Oil Dock 4	JEM	50
18-029A	Aransas Corpus Christi Pilots Pier	JLC	100
14-030B	Improvements to Pad 6 at the Bulk Terminal	LGD	10
15-040A	Concrete Paving Under Conveyor Belt 2	LGD	50
15-041A	Improvements to Fire Protection Systems at Oil Docks 4, 7, 11	NEF	50
15-054A	New CCTR Facilities	NEF	90
17-019A	New North Bank Cargo Dock	NEF	10
14-036A	New Port Office Building	SLS	20
14-061A	Maintenance Building Relocation	SLS	10
Maintenance			
14-024A	Structural Repairs and Cathodic Protecton at Oil Dock 7	JEM	60
17-008A	Electrical Upgrades at Various Public Oil Docks	JEM	60
17-016B	Structural Repairs and Cathodic Protection at Oil Dock 4	JEM	60
17-018A	Viola Turning Basin Bulkhead Maintenance	JLC	90

Department of Engineering Services
Project Design & Construction Status Report
CONSTRUCTION PROJECTS

Project No.	Project Title	Project Manager	% Completed
Capital			
09-019A	New Access Road to Good Hope DMPA	BP	80
13-043A	Nueces River Rail Yard Phase - II	BP	80
14-023A	Fire Pressurization Upgrades at Oil Docks 1, 2 & 15	BP	70
15-050A	Mike Carrell Road Construction	BP	90
16-033A	New Public Oil Dock 15	BP	100
16-038A	Increase DMPA Capacity for Federal, PCCA, and Third Party Use	DJK	30
07-046C	Tule Lake Foundation Removal	EM	90
15-061D	Security Grant 15 - Security Lighting along Fulton Corridor (25/75)	EM	20
16-018A	Roadway and Parking Lot Repairs (2016)	EM	50
16-035A	Viola Barge Basin Bulkhead Addition	JEM	90
15-046A	Storm Water System Quality Improvements – Bulk Terminal	LGD	60
15-061E	15-061C Security Grant 15 - Bulk Terminal Fencing - Additional Fencing	LGD	90
Maintenance			
16-015M	Cargo Dock 15 Fender Replacement	BP	100
16-019A	Inner and Outer Harbor Landing Management (2016)	BP	90
16-032A	General Improvements to Cargo Dock 9 Transfer Facility	BP	90
15-039B	Marine Improvements at Oil Dock 2	JEM	90
16-023A	Main Water Line Vault Valves ($100,000) Replacement at Ortiz Center	JEM	90

ENVIRONMENTAL PLANNING & COMPLIANCE

Environmental Stewardship Measurements – Total For Year

Program Area	Thru June 2018
Monthly Electrical Consumption – Green Energy Sources	676,759 KWH
Spent Liquids Recycled	154 gallons
Materials Recycled	7,749 lbs
Components Recycled	1,534 components
Regional Air Quality (EPA Standard of 70 ppb)	~62ppb
Community Complaints Regarding Port Operations	0
Notice of Violations Against Port Operations	0
Tenant Audits Completed	38
Bulk Terminal Air Monitoring Alerts (North Network-Bulk Terminal)	54
Bulk Terminal Air Monitoring Alerts (South Network-Dona Park)	5

On June 17, 2018, the public notice period for the Port desal permit Notice of Intent for La Quinta from the TCEQ was completed. Four comments were received during the comment period and staff are conducting two update meetings with interested parties on the La Quinta permit application. The TCEQ has issued the administrative clearance for the Harbor Island permit and publication is expected to occur later this month.

The ISO 14001 third-party surveillance audit is schedule for July 19 and 20 and will be conducted by NQA.

Han Ozturk member of the Dry Bulk Terminals Group is conducted a site visit to the Port's Bulk Terminal on July 9-11 and met with operations, engineering, environmental, and commercial staff as part of a Benchmarking Study that is being completed through the group.

Environmental Initiatives Dashboard

Listed below are the environmental initiatives planned or underway and the status of each:

Program	Description of Activities	Target Completion Date	% Complete	Status
Environmental Management System	Development of updated EMS video.	8/31//2018	85%	Ongoing
	ISO 14001 Certification: Surveillance Audit	7/25/2018	20%	Started
	Green Marine Self Evaluation	3/15/2018	100%	Completed
Tenant Audit Program	Conduct routine annual audits of all leases on PCCA facilities.	12/31/2018	15%	Started
	Conduct routine lease-ending audits of terminated or completed lease agreements.	12/31/2018	50%	Ongoing
	Conduct baseline assessments of properties as applicable for new lease agreements.	12/31/2018	50%	Ongoing

Program	Description of Activities	Target Completion Date	% Complete	Status
Storm Water	Conduct routine inspections and monitoring and sampling in accordance with applicable permits.	12/31/2018	50%	Ongoing
	Complete annual reports for previous year in accordance with applicable permits.	1/30/2018	100%	Completed
Ozone Advance	Participation in Air Quality Committee and Ozone Advance Working Groups.	12/31/2018	75%	Ongoing
	Provide input to Annual Ozone Advance Report.	4/30/2018	100%	Completed

Environmental Projects Dashboard

Listed below are the budgeted capital, maintenance and professional services projects and the status of each:

Project Description (Proj. #)	Consultant Agreement Type	Description of Activities	Target Completion Date	% Complete	Status
Purchase of Software for EMS Recordkeeping (15-057A)	MA 05-14 E2 ManageTech, SO#4,5,6	RFP for software vendors.	1/29/2016	100%	Completed
		Vendor demonstrations.	3/11/2017	100%	Completed
		Negotiations with Successful Vendor.	4/15/2016	100%	Completed
		Commission approval of software purchase and implementation contract with successful vendor.	6/21/2016	100%	Completed
		Purchase/implementation of EMIS software.	12/31/2018	45%	Ongoing
General Electrical Consumption Reduction Projects (13-013A/16-704A)	Not Applicable – Completing In House	Negotiating project scope with electrical engineering firm.	03/31/2016	NA	Cancelled – Not Needed
		Preparation of design build electrical consumption reduction improvements.	3/31/2018	75%	Started
		Advertise RFQ for design-build.	3/1/2018	0%	Not Started
		Award contract.	5/31/2018	0%	Not Started
		Construction of project.	12/31/2018	0%	Not Started
Investigation and Remediation of Contamination from La Quinta Pipeline Removal/Relocation (14-002B)	MA –Platinum Environmental Solutions, LLC, SO# 1	Prepare and submit Groundwater Classification and Drinking Water Survey Reports to TCEQ.	3/7/2016	100%	Completed
		Prepare and submit APAR to TCEQ.	01/31/2017	100%	Completed
		Receive and respond to TCEQ comments.	9/7/2017	100%	Completed
		Submit Response Action Plan	2/28/2018	50%	Delayed; Identifying RP and Putting on Notice
		Response Action Implementation	9/7/2019	0%	Not Started
		Case closure with TCEQ.	12/31/2019	0%	Not Started
Investigation of Property Near Lift Bridge (14-002C)	MA – 06-14 Apex TITAN, SO# 1,2,3	Additional fieldwork to collect groundwater samples and verification soil samples.	3/28/2016	100%	Completed
		Prepare and submit APAR to TCEQ.	5/31/2016	100%	Completed
		Respond to TCEQ comments.	9/22/2017	100%	Completed
		Case closure with TCEQ.	6/1/2018	90%	Ongoing
Sampling to Support OD-3 Expansion Plans (14-058A)	MA 04-14 RSA, SO# 8	Fieldwork to conduct upland sampling per sampling plan.	10/1/2016	100%	Completed
		Prepare final report including recommendations for management of upland soils during construction project.	12/31/2016	100%	Completed
		Conduct source investigation/delineation of hot spots.	6/30/2016	5%	Placed On Hold

Project Description (Proj. #)	Consultant Agreement Type	Description of Activities	Target Completion Date	% Complete	Status
		Develop final report summarizing source investigation and delineation of hot spots.	7/31/2016	0%	Placed On Hold
Bulk Terminal Storm Water Quality Improvements (15-046A)	MA 14-01 LAN, SO# 3,7	95% Design submittal for Task 1a and Task 2	02/26/2016	100%	Completed
		100% design submittal and contract documents for advertisement for Task 1a and Task 2.	5/4/2017	100%	Ongoing
		Advertise for bid.	5/15/2017	100%	Completed
		Commission approval for construction.	7/18/2017	100%	Completed
		Construction completed.	10/31/2018	50%	Ongoing
Bulk Dock 2 Air Permit (16-030A)	MA 07-16, SO#1, #8 - Tricord	Negotiate Master Agreement and Service Order.	3/15/2016	100%	Completed
		Prepare and submit air permit authorization for salt at Bulk Dock 1.	5/31/2016	100%	Completed
		Prepare technical memo regarding removal/lowering of moisture content from existing permits.	6/30/2017	100%	Completed
		Support Master Planning activities at the Bulk Terminal.	2/28/2018	100%	Completed
		Prepare and submit permit application for new crane and improvements planned for Bulk Terminal.	08/31/2018	85%	Ongoing
Desal Permit Application Preparation for La Quinta and Harbor Island (17-711A)	Professional Engineering Services Agreement - Cardno	Prepare draft applications and submit to TCEQ	2/28/2018	100%	Completed
		TCEQ Administrative Review	5/7//2018	100%	Completed
		Public Notice	8/31/2018	50%	Started
		Coordination with TCEQ regarding draft permits	10/31/2018	0%	Not Started
		Issuance of permits by TCEQ	12/31/2018	0%	Not Started
Magellan Bell Hole Tule Lake Property Investigation (16-002C)	Professional Engineering Services Agreement – Platinum Environ-mental	Investigation and onsite assessment of extent of contamination	9/30/2017	100%	Completed
		Prepare APAR and submit for TCEQ review	11/30/2017	100%	Completed
		Prepare Tier 1 Ecological Checklist and submit to TCEQ for review	4/12/2018	10%	Started / Identifying RP and Putting on Notice
		Delineate impacts to City of CC ROW, prepare APAR Amendment and submit to TCEQ	6/30/2018	0%	Not Started
Stabilization of Permian Yard (17-708A	Not Applicable – In House	Complete construction.	5/31/2018	99%	Ongoing
Storm Water Improvements at Bulk Terminal - Phase II	Under Negotiation	Negotiate project scope with engineering firm and obtain Commission approval.	06/30/2018	95%	Ongoing
		Complete 100% design and final bid documents for advertisement.	11/30/2019	0%	Not Started
		Advertise construction project for bid.	12/31/2018	0%	Not Started
		Award contract.	1/15/2019	0%	Not Started
		Construct project.	12/31/2019	0%	Not Started
Automated Water System at Bulk Terminal	Under Negotiation	Negotiate project scope with engineering firm and obtain Commission approval.	06/30/2018	15%	Started
		Complete 100% design and final bid documents for advertisement.	9/30/2018	0%	Not Started
		Advertise construction project for bid.	11/30/2018	0%	Not Started
		Award contract.	12/31/2018	0%	Not Started

Project Description (Proj. #)	Consultant Agreement Type	Description of Activities	Target Completion Date	% Complete	Status
		Construct project.	12/31/2019	0%	Not Started
Harbor Island Master Plan	MA #. , Service Order No. 1 - Wood	Kick-off Meeting	06/15/2018	100%	Completed
		Data Collection	06/15/2018	100%	Completed
		Master Plan Draft	08/15/2018	15%	Started
		Master Plan Final	09/15/2018	0%	Not Started

Environmental Consultant Master Agreements and Service Orders

Listed below are the Environmental Consultant Master Agreements and associated Service Order values

Consultant (MA#)	***2017 Service Order Amounts***	***2018 Service Order Amounts***
RPS, Inc. (02-14)	$3,690	$0
Trinity Consultants (03-14)	$0	$0
Rosengarten Smith and Associates, Inc. (04-14)	$55,438	$0
E2 ManageTech Inc. (05-14)	$0	$0
Apex TITAN, Inc. (06-14)	$0	$0
TRICORD Consulting, LLC (07-16)	$30,900	$67,800
Alan Plummer Associates, Inc. (08-16)	$68,750	$0
Platinum Environmental Solutions, LLC (10-16)	$116,684	$11,000
Total MA's	**$275,462**	**$97,600**

GOVERNMENT AFFAIRS

LOCAL

- Attended United Chamber Government Affairs committee meeting
- Attended PICC Public/Government Affairs committee meeting
- Attended Corpus Christi City Council meeting
- Meeting with Mayor of Ingleside on the Bay
- Port briefing and tour for Mayor of Portland and City Manager

STATE

- Attended Port Authority Advisory Committee meeting, discussion of upcoming legislative session items
- Meeting with Chairman Todd Hunter
- Meeting with TXDOT Maritime Division, Executive Director
- Attended TX House Committee on County Affairs hearing and dinner with House members
- Monitored interim hearing charges of interest to the Port

FEDERAL

- The US Army Corps of Engineers FY2018 Work Plan included $28 million for the Corpus Christi Ship Channel Project.
- Meetings with congressional members regarding timely execution of construction contracts for CIP.
- Attended World Gas Conference events and hosted port reception for energy companies, congressional members, etc. in conjunction with the conference.
- The U.S. House of Representatives passed H.R. 8, The Water Resources Development Act (WRDA) of 2018. Included is language benefiting the Port that would allow non-federal sponsors to construct projects without having to obtain additional duplicative permits or approvals. The Senate is expected to vote on its version this summer.
- Worked with Edelman Public Relations on communications and media outreach relating to the CIP.
- Government Affairs will be monitoring FY2019 budget, trade issues, EPA, port security grant program, US Coast Guard funding, National Estuary Program funding, infrastructure plan, WRDA and Harbor Maintenance Tax reform, INFRA, etc.

NOT FOR PUBLIC CONSUMPTION

BBC

MEMORANDUM

To: Nelda Olivo

From: Hugo Berlanga

Re: June Report

Date: July 3, 2018

Below, please find an update on issues of interest to the Port. Also, please find a brief summary of those activities conducted by Berlanga Business Consultants on behalf of the Port:

In the special election to replace former U.S. Rep. Blake Farenthold, Michael Cloud emerged as the winner in a crowded field. Cloud will finish the remainder of Farenthold's term which ends in January. Cloud, a republican, will face democrat Eric Holguin in the November General election, which will begin in January.

Rep. Larry Gonzales (R-Round Rock) announced his resignation from the House of Representatives. The special election to replace Gonzales will be held on November 6th. Two people have already announced for the open seat, Cynthia Flores, a republican and James Talarico, a democrat.

Sen. Carlos Uresti (D-San Antonio) resigned from his seat after experiencing legal problems. Gov. Gregg Abbot announced a special election for the unexpired term for July 31st. The open seat has drawn a lot of interest, as eight people have expressed interest, or intent on running for the position, which are former Rep. Tomas Uresti (D-San Antonio), Rep. Roland Gutierrez (D-San Antonio), former Rep. Pete Gallego (D-Alpine), and Republicans Pete Flores, Jesse "Jay" Alaniz, and Carlos Antonio Raymond.

The United States Supreme Court ruled in favor of Texas' redistricting maps, lower courts ruled the maps were racially discriminatory. The Court ruled in a 5-4 decision. The decision brings an end to a long legal battle over the congressional and state maps drawn up in 2013.

- Attended a meeting with S. Strawbridge & Scott Baker on June 1, 2018:

- Attended a PORT meeting and conference call with staff and Mr. Strawbridge at the office on June 1, 2018;

Berlanga Business Consultants
P.O. Box 6546, Corpus Christi, Texas 78411
Office 512-478-1881, Facsimile 361-887-7023, Mobile 361-813-9212

- Attended PORT dinner with Legislative County Affairs Committee members at Republic of Texas on June 5, 2018;

- Attended PORT celebration event for Port Women, Ortiz Center on June 15, 2018;

- Attended the PORT Board Meeting on June 19, 2018;

- Attended a meeting with Mr. Strawbridge and Mr. Tim Richardson on June 20, 2018;

- BBC will continue communication with the members and staff of Senate IGR, Senate Natural Resources, Senate State Affairs, the Lt. Governor's office and House Transportation & Speaker's Office;

- BBC will continue to send notices regarding meetings and articles of interest to the Port via fax and/or e-mail.

Berlanga Business Consultants
P.O. Box 6546, Corpus Christi, Texas 78411
Office 512-478-1881, Facsimile 361-887-7023, Mobile 361-813-9212

ERBEN & YARBROUGH

807 Brazos Street, Suite 402
Austin, Texas 78701
(512) 472-1682

Memorandum for Nelda Olivo
Director of Government Affairs, Port of Corpus Christi Authority

From: Brian Yarbrough, Janiece Crenwelge, and Ashley Morgan
Date: June 30, 2018
Re: Activities on behalf of Port Corpus Christi during June 2018

June 1: Conference call with Port staff and attorneys for initial discussion of the Port's legislative agenda for the 86th Legislature. Discuss funding for ship channel improvements and outdated references in the Texas Water Code.

Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

June 4: Meeting and lunch with Sean Strawbridge. Discuss Port activities and efforts to secure federal funding for the Corpus Christi Ship Channel improvement project.

Prepare and transmit biographies of House County Affairs Committee members. The committee is meeting at Texas A&M University Corpus Christi on June 6 to discuss county emergency response activities and county authority to mitigate flood risk.

Coordinate meeting for Sean Strawbridge with Texas Oil and Gas Association (TXOGA) President Todd Staples.

June 5: Research local election results and discuss posting requirements with Secretary of State Election Division Director. Provide feedback to Nelda Olivo.

June 6: Meeting and lunch with Texas Commission on Environmental Quality (TCEQ) Government Relations Director; discuss VW Settlement, the Texas Emissions Reduction Plan (TERP), upcoming TCEQ activities, and Port activities and funding eligibility.

June 7: Meeting with staff of Rep. Drew Darby (R - San Angelo), Chair, House Energy Resources Committee.

June 8: Meeting with Sen. Kirk Watson (D - Austin), member of the Senate Finance Committee, and staff. Review of Texas Register for state agency actions relating to POCCA and transmittal to staff. Send proposed rules from the Texas Department of Transportation related to environmental assessments and public hearings for highway projects.

This document consists of confidential communications between attorney and client, and the representatives thereof, made for the purpose of facilitating the rendition of legal advice to the client.

June 12: Teleconference to discuss Corpus Christi Chamber of Commerce resolution with Nelda Olivo and Dane Bruun.

June 15: Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

June 20: Review of resolution from the United Corpus Christi Chamber of Commerce supporting restoration of funding at the TCEQ for air quality projects in near non-attainment communities.

June 21: Teleconference with Port staff regarding 86th legislative agenda**.**

June 22: Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

June 25: Meeting with TCEQ Commissioner Jon Niermann's staff regarding Port.

June 26: Introductory meeting with Mayes Middleton, Republican nominee for House District 23 in Chambers and Galveston Counties, regarding energy issues and Port activities.

Coordinate call with Sean Strawbridge and TXOGA President Todd Staples.

Discuss TERP and VW Settlement with Sarah Garza.

June 28: Monitor Texas Transportation Commission (TTC) hearing in Austin. The TTC approved for filing in the *Texas Register* administrative rules related to the Ship Channel Improvement Revolving Loan Program. Commissioner Jeff Austin commented on the need for these projects and the need to encourage the Legislature to fund the program. Review of materials and correspondence regarding Sherwin Alumina.

Meeting with House Republican Caucus staff for Port update.

June 29: Conference call with General Land Office (GLO) staff to discuss federal funding related to Hurricane Harvey. Review and prepare GLO funding information and send to Port staff. Transmittal of Gov. Abbott's letter to President Trump regarding tariffs to Port staff.

Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

June 1-30: Conduct review of and legal research on legislation enacted by the 85th Texas Legislature of interest to Port of Corpus Christi activities and operations. Weekly transmission of relevant rulemakings and public notices to Sean Strawbridge and Nelda Olivo.

This document consists of confidential communications between attorney and client, and the representatives thereof, made for the purpose of facilitating the rendition of legal advice to the client.

NOT FOR PUBLIC CONSUMPTION

BORSKI ASSOCIATES, LLC

5023 South Convent Lane, Unit J
Philadelphia, PA 19114
(215) 327-5600 (Cell)

1655 North Fort Myer Drive
Suite 950
Arlington, VA 22209
(202) 459-0804 (Office)

MEMO

To: Port of Corpus Christi
From: Borski Associates
Date: July 10, 2018
Re: Monthly Report

FY18 Work Plan

The Army Corps released the FY18 Work Plan, which included $23 million for the CCSCIP.

FY19 Appropriations

Both the House and Senate passed a "mini-bus" bill of three appropriations bills, including the Energy and Water Bill. Both bills included the President's request of $13 million for the CCSCIP. Additionally, the House bill included an additional $525 million for navigation construction, while the Senate bill included $500 million. The House passed this mini-bus by a vote of 235-179; the Senate by a vote of 85-6.

WRDA 2018

The House passed its version of the Water Resources Development Act. The rule governing debate on the bill stripped out a provision that would have increased spending from the Harbor Maintenance Trust Fund. Despite this setback, the billed passed by a vote of 408-2. The bill includes a provision that eliminates the need for duplicative permits for projects financed by non-federal sources.

Federal Credit Programs

We provided some background on the Railroad Rehabilitation and Improvement Financing program and POCCA's interest in such financing. Previous analysis of the program determined it was not a great fit for POCCA's needs at the time, because private lenders offered competitive rates at the time and did not include onerous upfront expenses characteristic of RRIF financing. Furthermore,

private lenders could move more quickly, without the need for a record of decision required for any federal financing.

We offered to arrange a meeting or call with the Build America Bureau to discuss the upfront costs, regulatory requirements, and current rates associated with the RRIF program.

INFRA Grants

USDOT announced $1.5 billion in INFRA Grants to improve highways and freight movement. The Port of Miami and the Port of Philadelphia both received grant awards.

NOT FOR PUBLIC CONSUMPTION

CASSIDY&ASSOCIATES
733 Tenth Street, N.W., Suite 400
Washington, DC 20001-4886
Tel: (202) 347-0773
Fax: (202) 347-0785
www.cassidy.com

Firm Client:	Port of Corpus Christi Authority, Texas
Primary Client Team:	Barry Rhoads, Charles Brittingham II, & Steven McKnight
Services Period:	June 1 – 30, 2018

Summary of Services on behalf of Port of Corpus Christi Authority, Texas:

- Substantive consulting on federal government issues on behalf of PCCA
  - Reported on release of Corps of Engineers' FY18 work plan funding, including $23 million for Port.
  - Attended meeting with client with Assistant Secretary of Army for Civil Works.
  - Discussed need to push Corps to accelerate execution of funding for Port's Channel Improvement Project (CIP).
  - Engaged in conversation on objectives for July meeting with District/Division staff to advance schedule for contract execution on next stages of CIP.
  - Conversed on messaging strategies for federal audiences and third-party allies to encourage continued CIP funding.

- Legislative Liaison and Monitoring
  - Participated in Congressional meetings re Corps scheduling of dredging contracts.
  - Discussed legislative language in Water Resources Development Act legislation with Congressional staff and reported to Port re same.
  - Reported on status of legislation and changes in Congressional work schedule.
  - Conferred on impact of Texas elections on Port government affairs program.

- Client Contact and Team Coordination
  - Engaged in regular telephone and e-mail contact on PCCA matters with Chief Executive Officer Sean Strawbridge, Government Relations Manager Nelda Olivo, and other Port staff.
  - Organized and conducted conference call for Port and government affairs consultants, and distributed summary afterwards.
  - Prepared update document for Port Commission on WRDA legislation.
  - Assisted on logistics of Port World Gas Conference reception in Washington, DC.
  - Reviewed news media coverage of new developments at Port and other PCCA activities.

NOT FOR PUBLIC CONSUMPTION

Meyers & Associates, LLC
412 First Street, SE Suite One
Washington, D.C. 20003
202 484 2773

Monthly Report for POCCA (July 2018)

Larry Meyers / Ray Russo – Meyers & Associates, LLC

Activities included:

-arranged meetings for Sean Strawbridge and Wayne Squires with Representatives Weber, Babin and the chief of staff for Chairman Brady

- arranged meeting for Sean Strawbridge and Wayne Squires with Senator Cruz

-worked with staff of Senator Cruz to develop language to increase funding for the Corps of Engineers for the permit approval process (Cruz offered the amendment, but it was not accepted)

- delivered "thank you" messages to Chairmen Conaway, Brady and Thornberry for previous meetings with Chairman Zahn and Sean Strawbridge

- developed and provided to POCCA a list and contact information on the chiefs of staff for the Texas Congressional Delegation

- assisted Crosswind Communications in the collection of information for Secretary Perry

-participated in conference calls with the POCC and consultant team

-provided POCC a white paper assessing various authorities for proceeding with the 75' project in preparation for their meeting with Galveston District

-participated in a conference call with AECOM to discuss options

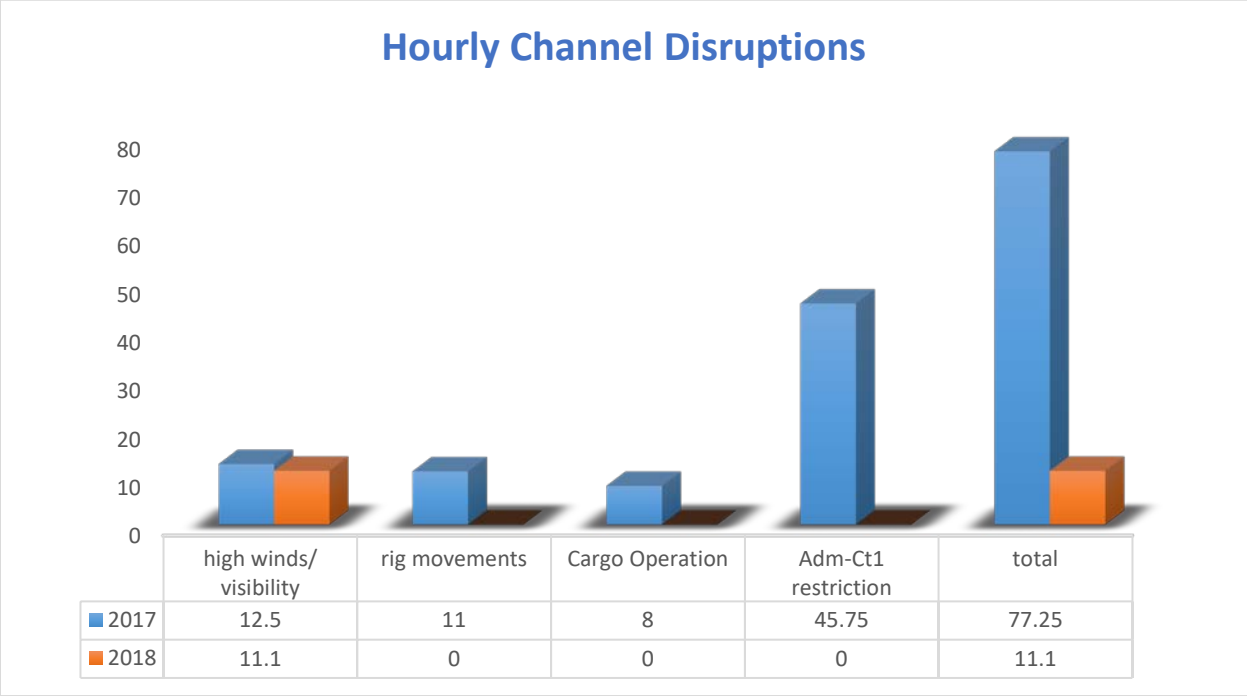
-assisted Nelda Olivo in developing talking points for June POCC Board meeting to discuss status of WRDA proposals and funding

-participated in a meeting with Dan Koesema on 28 June to develop strategy for completing 54' project by Dec 2021, and to accelerate award of the deepening contract to the LaQuinta Junction.

OPERATIONS

HARBORMASTER

Suez class vessels increased from 10 for June 2017 to 15 for June 2018. Overall dry cargo numbers decreased, this was partially a result of the tariff increase by China, which has significantly impacted both ADM and Interstate Grain.
Channel disruptions dropped from 77.25 hours in June 2017 to 11.1 hours in June 2018.



	high winds/ visibility	rig movements	Cargo Operation	Adm-Ct1 restriction	total
2017	12.5	11	8	45.75	77.25
2018	11.1	0	0	0	11.1

The Port received and is reviewing proposals for the new Vessel Traffic Information System. The Port Optimization group held its quarterly meeting and discussed areas of interest to the maritime community, the group also received a brief presentation from Gulf Coast Growth Ventures.

SAFETY & EMERGENCY MANAGEMENT

Participated in a Port Resilience Index reevaluation with personnel from Louisiana State University to gauge program improvements since the last report completed in 2016. The department assisted with the coordination of the Nueces County Community Partners Hurricane Meeting and participated in a regional meeting with Governor's staff and the Texas Division of Emergency Management. Two important drills were conducted in June including a fire drill for the Annex Building and a communications drill to test various emergency response tools. Over 1200 residents attended the Coastal Bend Storm Expo the department participated and the department received an Owner Safety Award at the Annual South Texas Industrial Industry Safety Excellence Awards Program & Banquet. The Port's Total Reportable Injury Rate (TRIR) dropped from a 1.42 in May to 0.95 in June and is down from 2.39 this time last year.

DOCS/RAIL

Railroad traffic slow in May, HBI looking to add another train set at BMD.
842nd cargo next move June and mid-July.

WHARFINGER

The second internal asset management meeting was held on June 1st. Attended Strategic Asset Management workshop, hosted by WGMA, in Beaumont, Texas on June 20th. In June 2018, there were 9 Damage Reports for PCCA properties, which 5 have been resolved. There are 6 outstanding Damage Reports from prior months.

MAINTENANCE

Twenty-Six maintenance employees participated in the Keys to a Successful and Fulfilling Career Training II. Supervisors and manager participated in the Best Practices Workshop Part II to Support Performance Development training. Supervisors and manager attended "GETS" training. On June 21, interviewed three applicants for Grounds Keeping vacancy, no selection made. Marcos Juarez, left Maintenance Department has a total of five vacancies; three grounds keeper, one janitorial service worker and one welder helper.

BULK TERMINAL

Bulk Dock 1 crane procurement process ongoing. Bulk Dock 1 Level II inspections and structural analysis report received from Cardno. Bulk Terminal storm water ongoing. Attended BNSF Annual Meetings and Reception. M&G began removing modules from Bulk Terminal storage pad. Bulk Terminal paving project complete. Petcoke storage pad lease renewal with refineries initiated. Pre-bid meeting held for the purchase and installation of conveyor belts for CB2, CB3, and CB4.

NOT FOR PUBLIC CONSUMPTION

Harbormaster's Office

June 2018

Ship Arrivals	Tankers	Freighters	Year to Date Ships
June 2018	121	12	869
June 2017	116	30	947

Ocean Going Barge Arrivals	Ocean Going Tank Barges	Ocean Going Freight Barges
June 2018	13	0
June 2017	29	1

Barge Arrivals	Tank Barges	Freight Barges	Year to Date All Barge Types
June 2018	295	11	2268
June 2017	257	18	2302

Shifting	Tankers	Freighters	Ocean Going Tank Barges	Ocean Going Freight Barges	Tank Barges	Freight Barges
June 2018	27	2	2	0	822	0
June 2017	23	4	15	4	814	26

	Average Daily Ship Arrivals	Average Daily Barge Arrivals
June 2018	4.43	10.63
June 2017	4.87	10.17

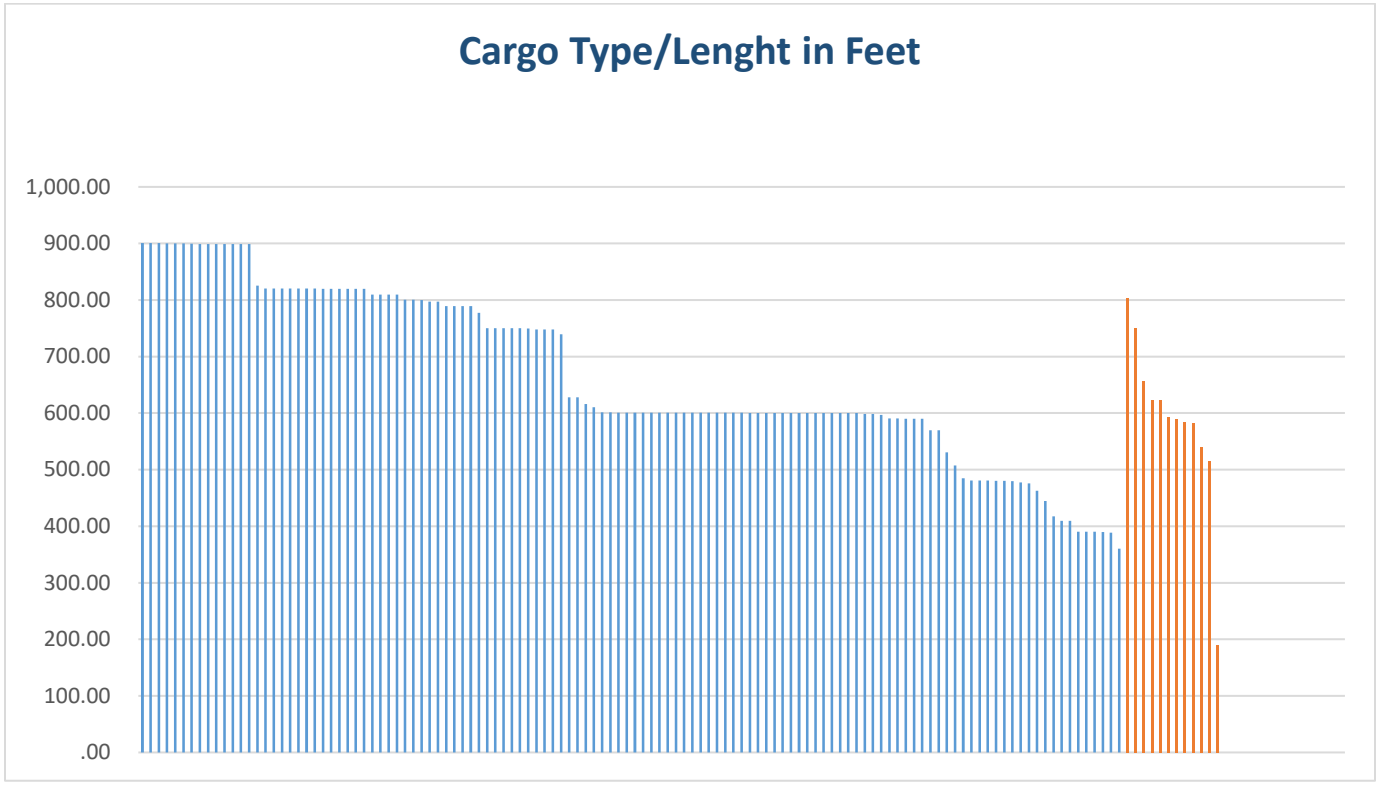
June 2018

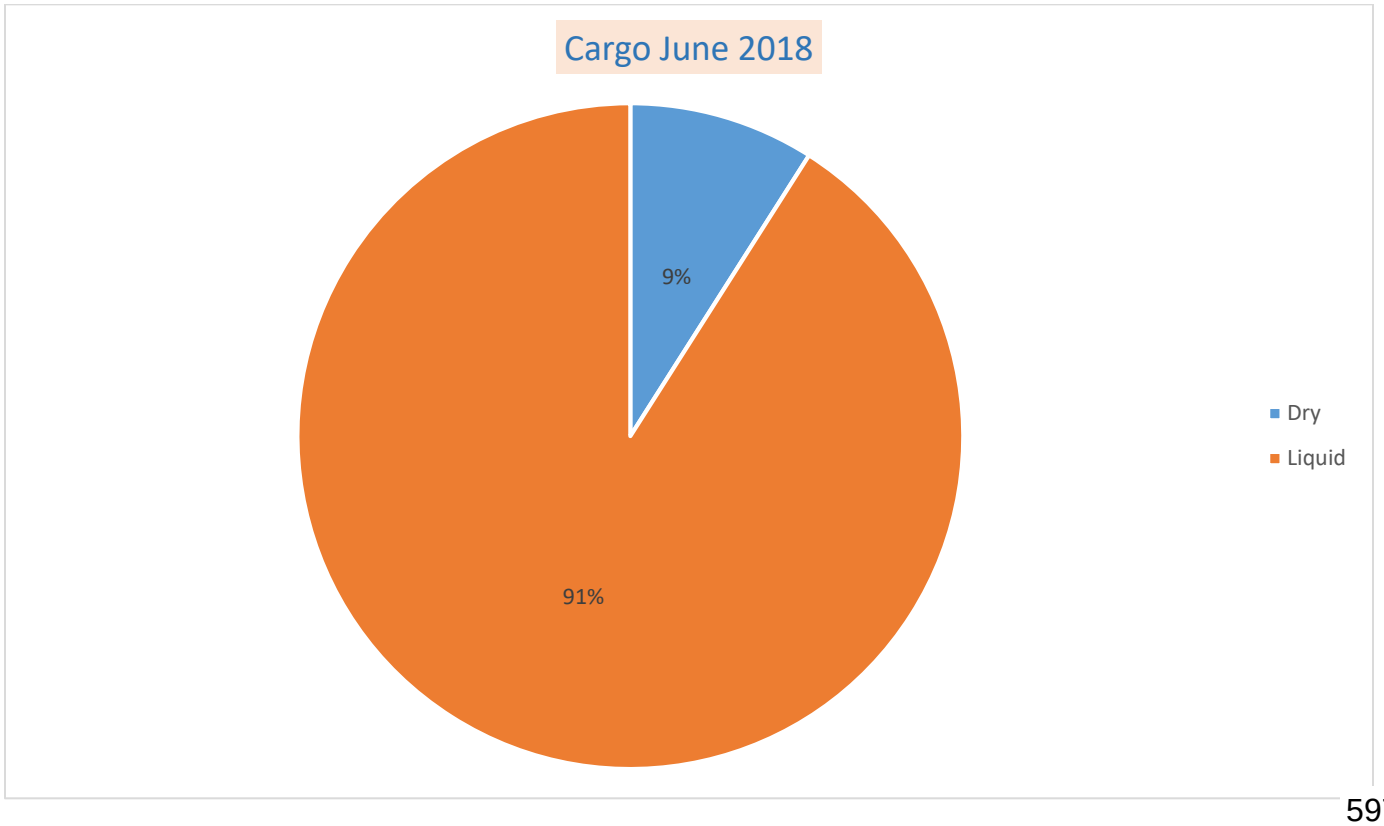
There was 11.1 hours of disruption in June due to low visibility. These disruption caused 4 inbound and 3 outbound vessels to be delayed.

June 2017

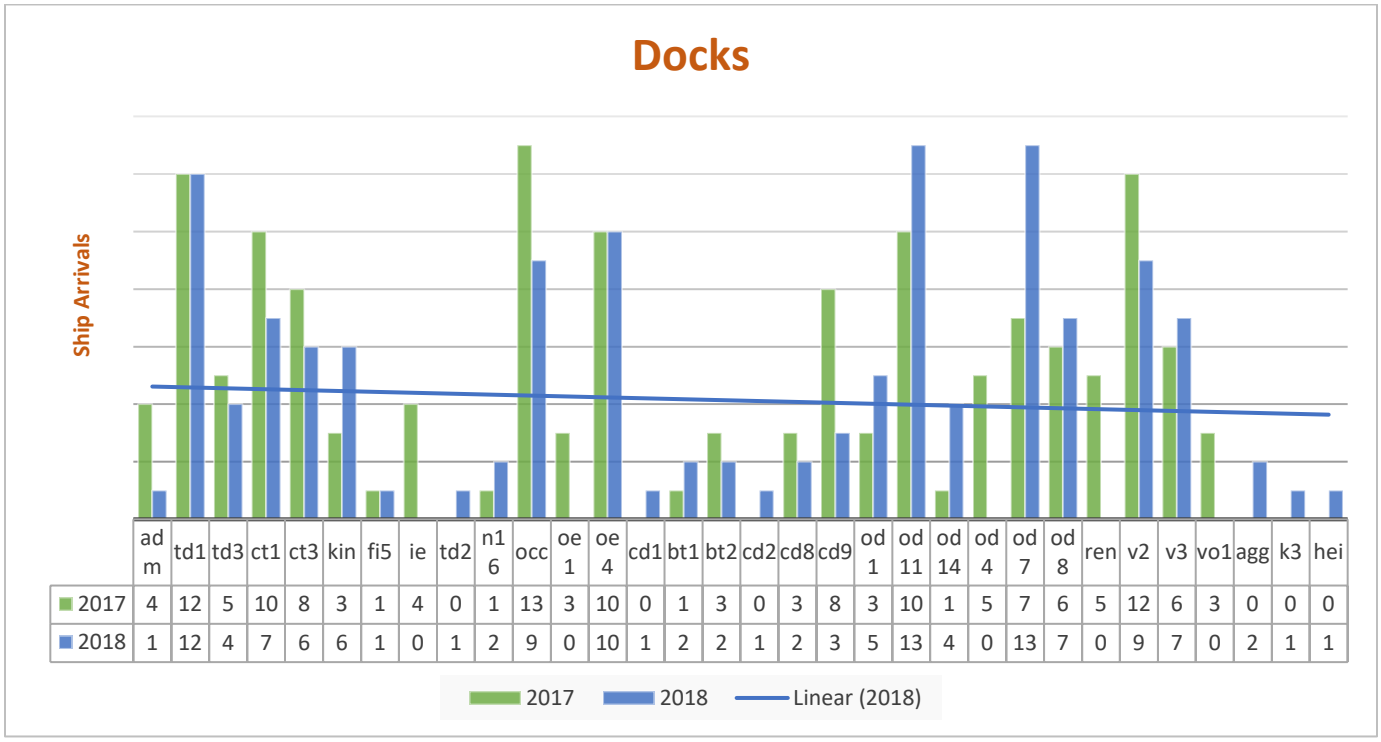
There was 77.25 hours of disruption in June. 45.75 due to the ADM/Citgo 1 restriction. 8 hours due to a large cargo operation at Cargo dock 8. 11 hours due to a dead ship transit and 12.5 hours due to high winds. These disruptions caused 7 inbound and 7 outbound vessels to be delayed.

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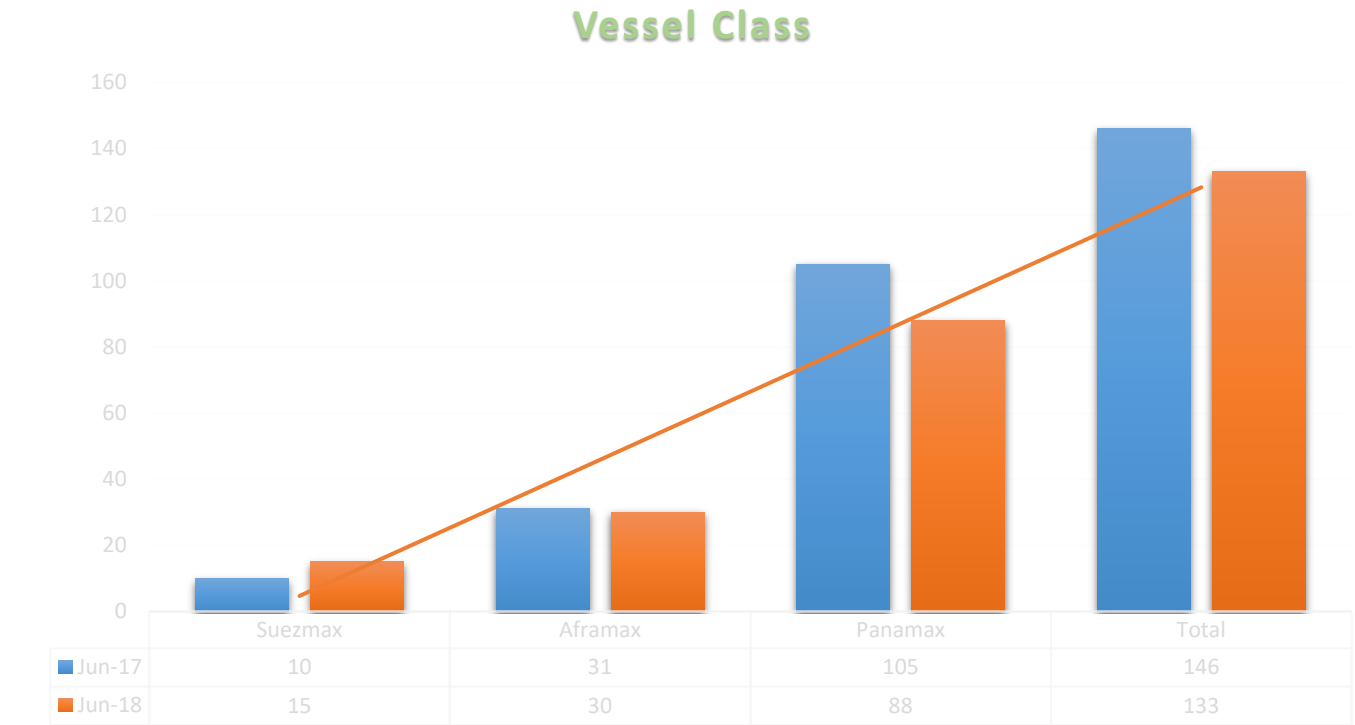




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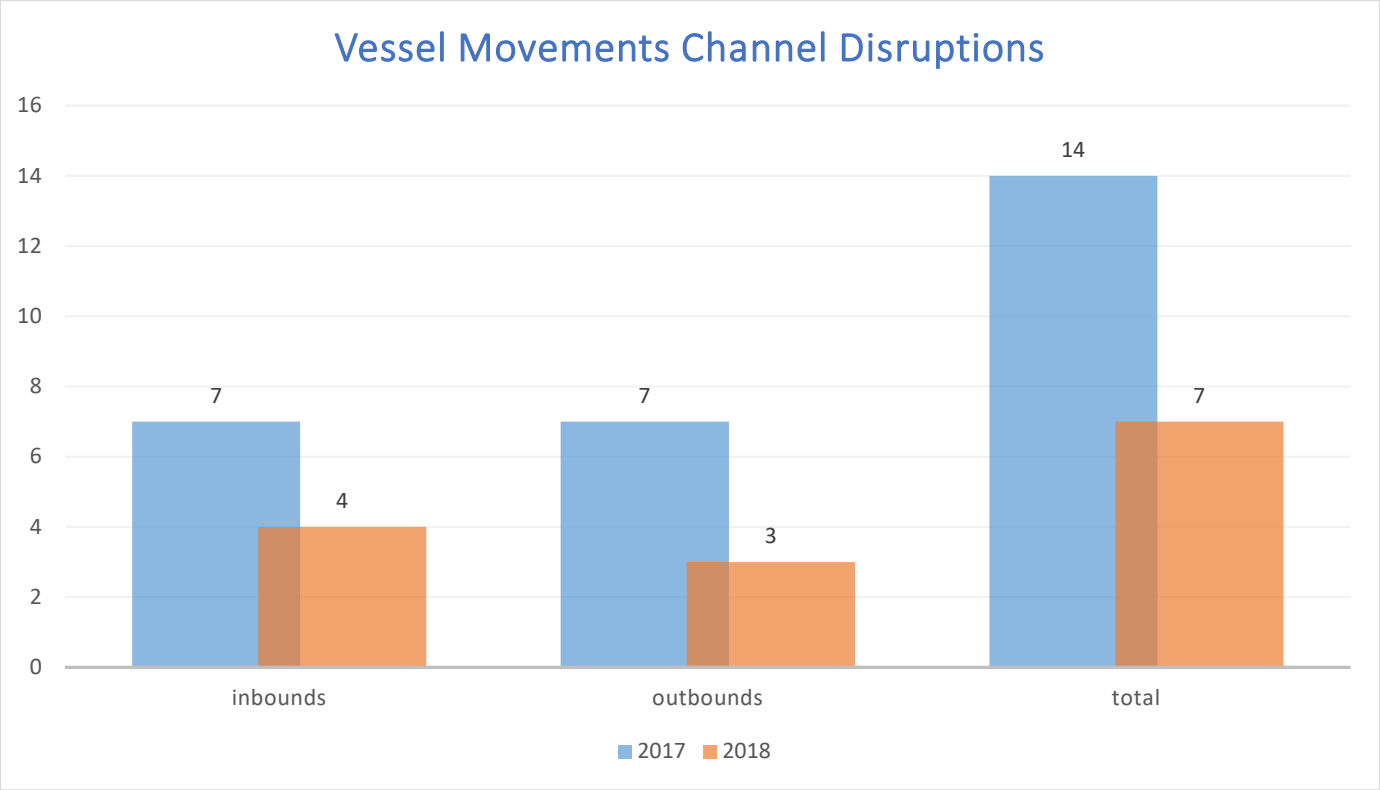


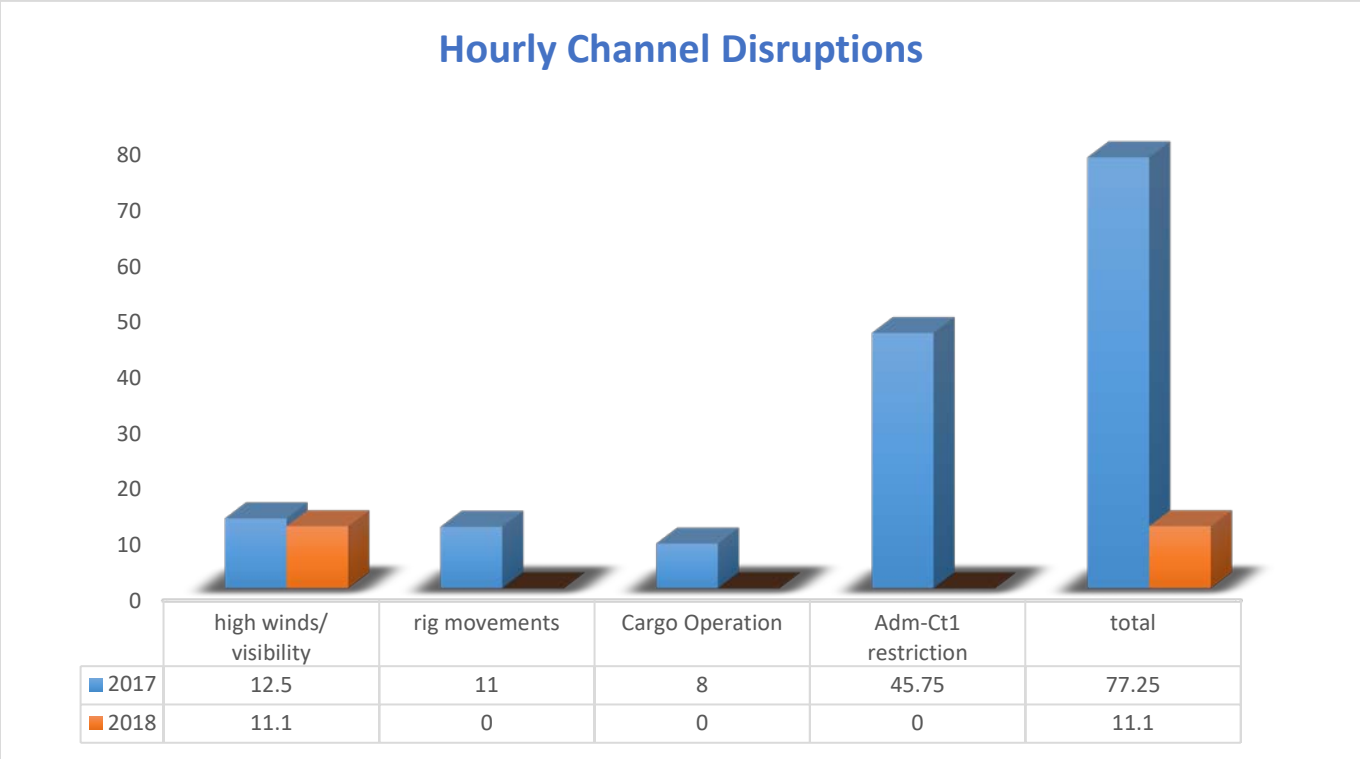
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2017	4	12	5	10	8	3	1	4	0	1	13	3	10	0	1	3	0	3	8	3	10	1	5	7	6	5	12	6	3	0	0	0
2018	1	12	4	7	6	6	1	0	1	2	9	0	10	1	2	2	1	2	3	5	13	4	0	13	7	0	9	7	0	2	1	1



	Suezmax	Aframax	Panamax	Total
Jun-17	10	31	105	146
Jun-18	15	30	88	133

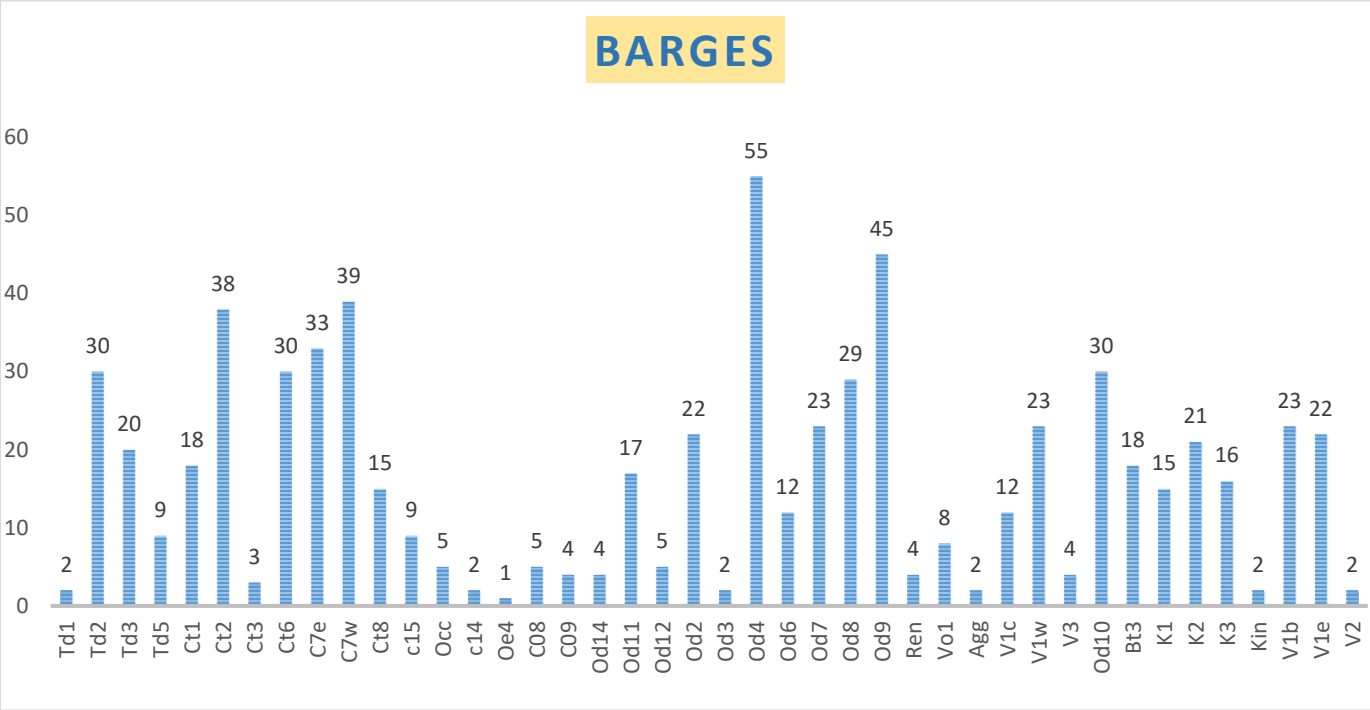
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2017	12.5	11	8	45.75	77.25
2018	11.1	0	0	0	11.1

NOT FOR PUBLIC CONSUMPTION



SAFETY & EMERGENCY MANAGEMENT

Planning, Organization, Equipment, Training, Exercises (POETE)

Planning

- Completed Port Resilience Index reevaluation with Louisiana State University
- Attended 2018 Hurricane Season Briefing with Governor's Office and Texas Division of Emergency Management
- Assisting with development of pre-disaster contracts in cooperation with various departments
- Continued coordination with Coastal Plain LEPC Public Information & Awareness Subcommittee on deployment of Non-Emergency Notification System
- EnSafe Consulting Services Agreement– Continued coordination of tasks
    - In Progress:
        - OHSMS Information Reporting
        - OHSMS Program
        - OHSMS Manual
        - Electrical Safety Program – Training scheduled for July
        - Industrial Hygiene Exposure Control – Final testing scheduled for July
    - Complete:
        - Gap Analysis
        - OHSMS Implementation Plan
        - OHSMS Implementation Training
        - Fall Protection
        - Machine Energy Control
        - Marching Guarding Program
        - Confined Space Entry Program
        - Incident Investigation Training
        - Risk Assessment Training
- Harvey Recovery - Continued coordination of the Recovery Team activities including:
    - Weekly Progress Meetings
    - Site Inspections & Repairs
    - Debris Removal
    - FEMA Program Delivery
    - Hazard Mitigation Grants
    - FEMA Public Assistance Grant Management Services- Tetra Tech
    - Presentation to Long Range Planning Committee – June 5
    - County Affairs Hearing – June 6
- Documents in Progress:
    - Disaster Finance Plan
    - See EnSafe above
    - Safety Manual

Organization

- Sponsored Nueces County Community Partners Hurricane Meeting

- Committees/Boards Attended:
    - Safety Exchange
    - Port Optimization
    - American Society of Safety Professionals
    - West Gulf Maritime Association
    - USCG Port Security Working Group
    - City of Corpus Christi-Nueces County LEPC Risk Awareness Subcommittee

Equipment

- StormGeo services review with sales representative and user validation
- FirstNet presentation with DPS and AT&T
- Total Safety services presentation
- Fall Protection – Continued participation in cross-department meetings to develop suitable fall protection strategies and purchase equipment for use on Annex & Admin. buildings. Current purchases in progress:
    - WeightAnka – IT for use on Annex to access antenna/camera mounts
    - EasiDec – Maintenance for use on Annex to access air conditioning units and generators

Training

- Hurricane Season Briefings for all employees (make up session) – June 13
- DHS Priority Telecommunications Services Overview– June 14
- Harvey Lessons Learned presentation to Infraguard Coastal Bend SIG – June 15
- Port Commission Presentation – 2018 Hurricane Season Briefing
- Emergency Action Plan / Annex Fire Procedures Training (3 sessions)
- Assisted USCG with coordination of Natural Disaster Operational Working Group (NDOW) Pollution Responder Course
- Preventing Heat Related Injury – all employee email – June 22
- Electrical Safety Specialist - All electricians, journeymen and master electricians will attend in class and hands on training in July. Scheduling complete with Bulk Terminal and Maintenance Departments.
- NIMS Implementation - New hire and IMT training in progress
    - ICS 300 Guest Instructor for CBP/TPWD/TAMUCC/Cheniere – June 12
    - ICS 400 Guest Instructor for CBP/TPWD/TAMUCC/Cheniere – June 13
- Attended:
    - Office of the Governor eGrants – June 7
    - Smart Development Coaching Session 2 thru 5
    - EPA Region 6 LEPC Workshop – June 21
    - Best Practices Workshop to Support Performance Development Part 2

Exercises

- Annex Building Fire Drill – June 28
    - Floor Coordination Meetings with Managers/Directors (3 sessions)
    - Walk Thru w/Fire Inspector
    - Employee Training (3 sessions, see training)
    - Department Coordination
- Communications Drill – June 25 thru July 1
    - Everbridge / Port Alert, WebEOC & GETS

Incident Coordination

- Weather Potential/Awareness – 1
    - Attended City of CC EOC Briefing – June 18
- Tropical/Hurricane - 1

Safety & Emergency Management in the Community

- Contractors Safety Council Banquet
- Heels to Hard Hats
- Women's Shelter / The Purple Door Great Expectations Luncheon



Port Police and Community Relations Departments partnered with Safety/Emergency Management to provide information at the Coastal Bend Storm Expo presented by the City of Corpus Christi. Approximately 1200 residents attended.



Safety Administrative Coordinator, Teresa Longoria, accepts an Owner Safety Award at the 26th Annual South Texas Industrial Industry Safety Excellence Awards Program & Banquet

NOT FOR PUBLIC CONSUMPTION

Port of Corpus Christi Authority

Monthly Safety Data Report

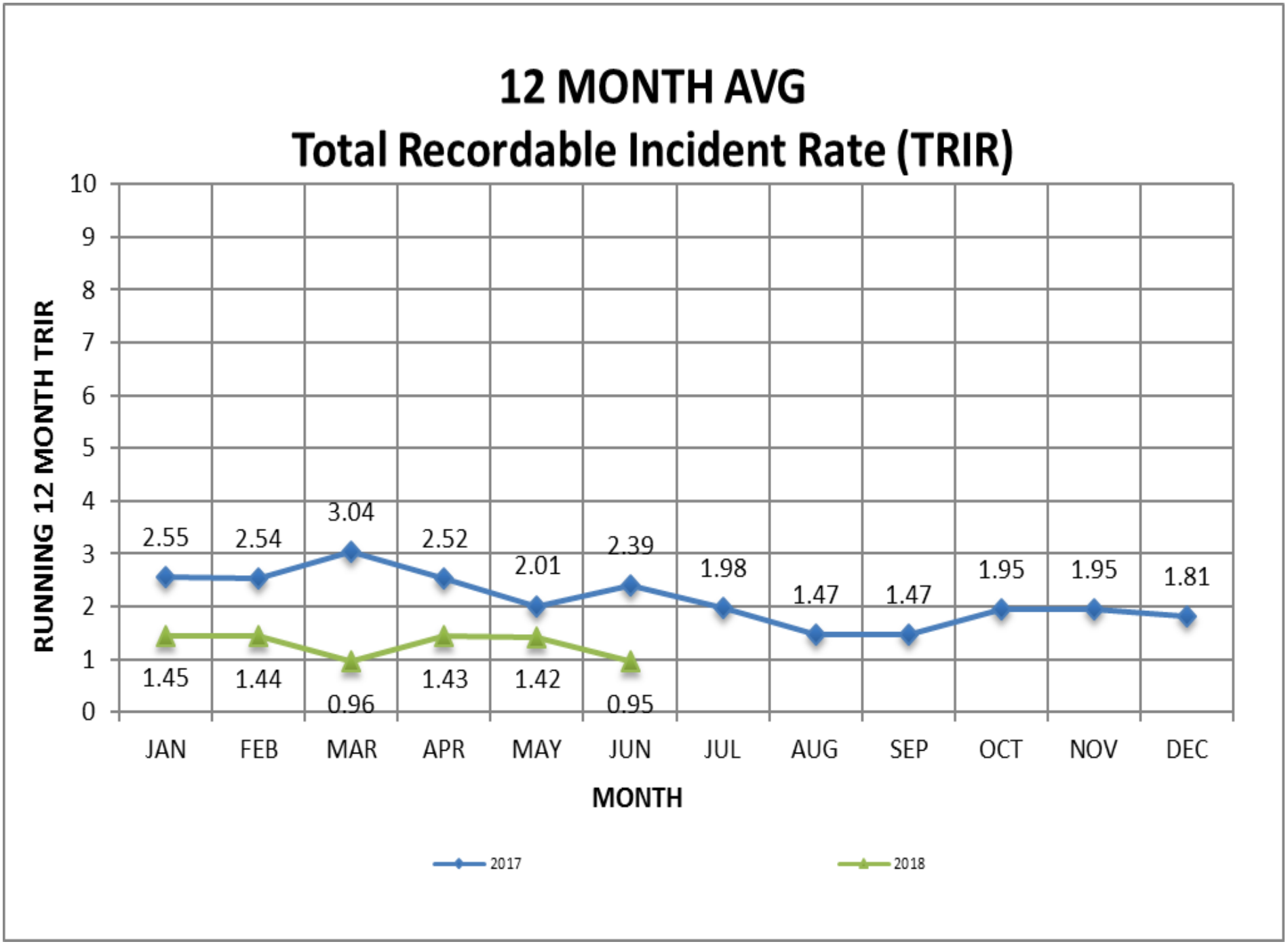
June 2018

	POCCA Employees Total		BMD Personnel		Maintenance Personnel		PD Personnel		Admin. & Annex Personnel	
Safety	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Number of Employees	227		22		41		48		116	
Work Hours	48,449	210,571	5,520	25,131	8,600	39,899	11,337	47,988	22,992	97,552
First Aid Cases	0	1	0	0	0	0	0	1	0	0
Recordable Injuries	0	1	0	0	0	1	0	0	0	0
Recordable Illnesses	0	0	0	0	0	0	0	0	0	0
Lost Time Cases	0	1	0	0	0	1	0	0	0	0
Number of Days Lost	0	5	0	0	0	5	0	0	0	0
Restricted Cases	0	3	0	0	0	1	0	2	0	0
Number of Days Restricted	0	65	0	0	0	11	0	54	0	0
TOTAL RECORDABLES	0	1	0	0	0	1	0	0	0	**0**
INCIDENT RATE (YTD)		**0.95**		**0.00**		**5.01**		**0.00**		**0.00**
Types of Injuries										
Slips/Trips/Falls	0	1	0	0	0	0	0	0	0	0
Struck By	0	1	0	0	0	0	0	1	0	0
Strains/Sprains	0	0	0	0	0	0	0	0	0	0
Cuts/Lacerations/Punctures	0	0	0	0	0	0	0	0	0	0
Back Injuries	0	0	0	0	0	0	0	0	0	0
Heat Stress	0	1	0	0	0	0	0	0	0	0
Insect Bites	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0
TOTAL	**0**	**3**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**0**

Days Since Last Lost Time Case	Hours Since Last Lost Time Case	Days Since Last Recordable Injury/Illness	Hours Since Last Recordable Injury/Illness
68	544	74	592

Date of Last Lost Time Case	Date of Last Recordable	12 Month Rolling Average		
Tuesday, April 24, 2018	Wednesday, April 18, 2018	July 2017 - June 2018:	420,822	Manhours Worked
		Total Recordable Incident Rate (TRIR):	0.95	

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SAFETY COMMUNICATIONS

PORT CORPUS CHRISTI®

10 Steps in the Right Direction

Every safety professional's ultimate goal is zero accidents. Here are 10 steps that can help achieve this critical objective.

- Make sure everyone is committed to Safety
- Set clear standards for workplace safety performance
- Take the lead
- Employee involvement
- Promote understanding
- Train for competence and safety
- Encourage feedback
- Look for teachable moments
- Move swiftly to correct safety problems
- View accident prevention as an ongoing challenge.

Accident prevention requires purposeful, continuous action on your part every day. It also requires the help and vigilance of supervisors and employees every moment of every day.

Safety Suggestions

- **SDS sheets online—Internet / Intellex**
  - Status: In Progress
  - POC: Safety
- **Assign a floor leader for evacuation plan per floor**
  - Status: Complete
  - POC: Safety
- **Have a sharps container at every location**
  - Status: In Progress
  - POC: Safety
- **Providing shade covers for the hard hats.**
  - Status: Complete
  - These are available through your supervisor
- **Provide 360 cones that go on the vehicle**
  - Status: Researching
  - POC: Safety Sub Committee
- **Provide an eyewash station near the paint booth at the Maintenance shop.**
  - Status: Complete
  - POC: Maintenance

JUNE Port TRIR: 0.95

2018 Injuries:

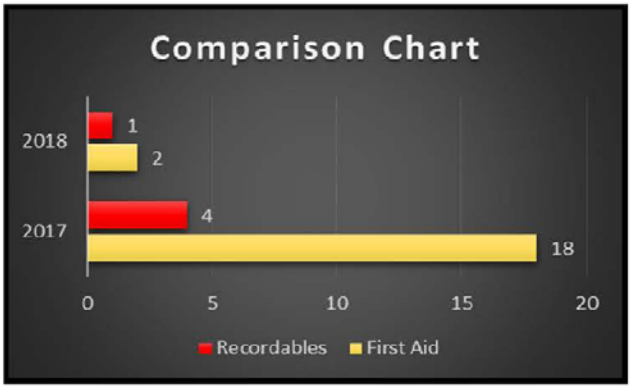
Slips/Trips/Falls = 1

Struck By = 1

Strain/Sprain = 0

Cuts/Lacerations = 0

Other = 1



JULY 2018

Docks & Rail
June 2018

Railroad traffic slow in May, HBI looking to add another train set at BMD.
842nd cargo next move June and mid-July.

- Rail traffic at ADM falling to 218 railcars of milo in June and 5 railcars of wheat.
- Maverick Terminal loaded 107 car unit train of diesel to Mexico, Maverick Terminal rail construction and alignment ongoing.
- 842nd SDDC offloaded 74 car military cargo train south side yard
- AHMSA/UPRR - HBI to rail at BMD 277 cars loaded June
- Texas Cement – 69 railcars
- Superior Weighting – 137 railcars (barium sulphate & celestite ore)
- Gavilon Fertilizer – 78 railcars (nitrogen fertilizer)
- Excalibar Minerals – 27 railcars (barium sulphate)
- 1024 total revenue rail cars in June 2018 compared to 3624 revenue cars in June 2017
- (Restated CCPN 1997 Joint Operating) with Welder, Strawbridge and Class 1 RR's in Port legal review
- North Bank storage yard wind components departing by truck
- North Storage yard project cargo and wind cargo departing by trucks Siemen's tower sections still in yard, departure date unknown
- CC Polymers cargo in CD14, Southside warehouse, BMD and Rincon have cargo for CC Polymers,
- South side yard – Al Speight yard clear for military, yard by CD 8 temporary pipe laydown – TXDOT ROW established in yard –
- South side laydown yard TXDOT ROW has fence installed, laydown space affected.
- CCPN track maintenance ongoing both North and South side to be completed in July

Cargo Docks

- CD 10 - warehouse foundation TXDOT contractor fenced off ROW
- CD 8 – total of 4 vessels arrived June, with none working.
- CD 9 – total of 6 vessels arrived June, with 2 working.

Wharfinger

The second internal asset management meeting was held on June 1st. Attended Strategic Asset Management workshop, hosted by WGMA, in Beaumont, Texas on June 20th. In June 2018, there were 9 Damage Reports for PCCA properties, which 5 have been resolved. There are 6 outstanding Damage Reports from prior months.

Wharfinger

Damage Reports:

June Damage Reports

- Oil Dock 2 – damaged ladder by tug during fueling; repairs have been made by Maintenance Facility staff.
- N. Side Observation Deck – cut fence and lock; repairs have been made by Maintenance Facility staff.
- Gate 58 – damaged gate by drunk driver; gate temporarily repaired by Maintenance Facility staff and a contractor will be hired for final repairs.
- Oil Dock 2 – pavement rutting; ruts have been filled.
- Cargo Dock 9 warehouse– roof leak onto customer's product inside warehouse; Engineering had their contractor fix the leaks. Risk Management is monitoring and coordinating with customer about potential damages.
- West Fishing Area – damaged trash receptacle and posts; repairs have not been confirmed yet.
- Oil Dock 10 – sink hole at bulkhead; repairs made by Maintenance Facility staff.
- Oil Dock 12 – lip of concrete dock chipped at a former repair spot; being evaluated for additional repairs.
- Vehicle 433 – damaged rear bumper; being scheduled for repairs.

Outstanding Issues

- Oil Dock 4 – roadway/parking area damaged by a crane; Engineering is contracting for repair.
- Good Hope DMPA – dredge material re-entered the LaQuinta Ship Channel; Engineering is coordinating with the responsible party to have the material dredged out.
- Navigation Blvd. – damaged fiber optics boxes at Maverick Terminal; Maverick Terminal to contract repairs with PCCA oversight.
- JFITC gate – damage to eye bolt.
- CD 9 – warehouse rollup door damaged by Stevedore forklift; Engineering is contracting for repair.
- CD 9 – laydown next to the warehouse has a damaged utility junction box; Engineering is contracting for repair.

Hurricane Harvey Repairs:

- Bulk Terminal conveyor covers have been replaced.
- Overhead doors at Transfer Warehouse have been replaced and doors at Cargo Dock 14 will be installed during the first two weeks of July.
- Roofs – Procurement having to separate out the contracts and then rebid.
- Metal Siding Repairs – Procurement to award contract for repairs.

Other:
A second Asset Management meeting with PCCA staff was held on June 1st. The Asset Management meeting reviewed developed forms to inspect Docks (Oil and Cargo) and a guidebook, which explains how to use the forms. Engineering plans to begin inspection of the Docks, while using the developed material, in July.

Attended a Strategic Asset Management workshop, hosted by WGMA, in Beaumont, TX on June 20th. The workshop covered tips for managing assets, cost reduction, and an overview of the Port of Houston's asset management program.

Working with Engineering, Risk Management, and Real Estate regarding leaking roof at Cargo Dock 9 warehouse. There is the potential that some product being stored inside the warehouse was damaged, but the customer has not fully gone through the product.

M&G's components have been moved from Bulk Terminal's laydown. The components were brought to M&G's site.

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JUNE 2018

MONTHLY WORK REPORT

Ortiz center;

- Continue with door installation in banquet manager's office, ongoing
- Troubleshoot and repaired kitchen light flickering
- Mowed grounds, trimmed trees and disposed limbs at landfill
- Repaired kitchen waste lift station pump underneath the dock
- Resumed and completed patching wall where racoons are entering HVAC room
- Conducted annual inspection of facility
- Ordered and replaced "Exit" sign in CC room Harbor drive exit doors
- Replumbed kitchen waste forced main piping
- Replace sanitary drain hangers under the dock, ongoing
- Replace incoming potable water line hangers under pavilion canopy, ongoing
- Reset chillers due to electrical power failure, inspected AHU for normal operations
- Tightened packing on deluge valve to stop water drip in Kleberg room
- Troubleshoot and replaced irrigation control valve on East side irrigation
- Replaced water filters on all ice machines
- Conducted annual test and inspection of Fire system back flow preventer

Commissioners Court;

- Set up and tear down stage

Guard houses;

- Purchased and installed lamps for area lighting at BMD guardhouse
- Replaced water damaged ceiling tiles at Ave F guardhouse
- Replaced a/c refrigerant piping insulation at Ave F guardhouse
- Troubleshoot and made temporary repairs to sliding glass doors at Stroman Guardhouse
- Research approved change in doors at Stroman Guardhouse, items ordered for replacement
- Painted guardhouse exterior at Stroman guardhouse

Administration building;

- Replaced elevator call button and lamp on 3rd floor
- Troubleshoot A/C at Admin, scheduled Johnson Controls to check system for leaks, leak located on condensing unit. Bids for repairs are currently being attained
- Installed new Port maps in several conference rooms
- Assist Procurement department with furniture moves and storage at Turner bldg.
- Inspect area where rain water is entering the building
- Conducted quarterly cleaning and vacuuming carpets and waxed floors

- Installed dehumidifier and extracted rain water from Nelda's office
- Replaced Natural Gas generator batteries
- Replaced broken hinges on restroom stall door on 3rd floor lady's restroom
- Replaced water filters on all ice machines, water fountains and sinks
- Assist various office personnel with office furniture moves, hanging pictures, maps, etc.
- Assist IT with assembly of computer racks in second floor computer room
- Assist IT with modifications to cabinets and computer racks at 1st floor conference

Annex building;

- Calibrated and monitored Thermostat in Bland's office at IT, all okay
- Group meeting to discuss and create cost associated with remodeling HMO
- Coordinated and assisted MNI in replacing Generator's Automatic Transfer Switch (ATS)
- Replaced Natural Gas generator batteries
- Replaced flush valve and relief valve diaphragm in 2nd floor restroom
- Completely took apart ice machine to clean and service at 1st floor engineering break room
- Replaced water filters on all ice machines, water fountains and sinks
- Cleaned and sanitized ice machine at HMO and 2nd floor kitchenette
- Assist various office personnel with office furniture moves, hanging pictures, maps, etc.
- Replaced water stained ceiling tiles in 3rd floor conference room, 3rd floor hallway and 3rd floor handicap restroom

Port Security/PD;

- Assembled furnace flue pipe and gas lines. Leak tested piping and tested high limit switch and sealed all furnace openings
- Tested lift motor operations on East lift, sea-drive worm gear worn down. Currently conducting research on warranty for worm gears
- Took measurements to order and replace door, frame and hardware at Pd East entrance
- Replaced ballast and lamps in trailer #1
- Stenciled and painted and relocated signs at PD parking lot
- Replaced water filters on all ice machine, water fountains and sinks

BMD;

- Replaced water filters on ice machine, water fountains and sinks
- Cleared a/c condensate drain pan in lunchroom
- Installed automatic flusher in urinal

Cargo Docks;

- Assist contractors by removing electrical wires and conduit to allow access for panel replacement at CD 9
- Replaced chain and shackles on fenders at CD 8
- Made assessment of condition and removed protruding dock facing bolts at CD 10
- Replaced damaged access ladder at CD 10
- Assist Procurement with man lift operations for roof inspections and check on repairs to metal flashing at CD 15
- Removed all inside and outside gates and fences from warehouse 14 and 15
- Pressure washed restroom walls and ceiling at CD 14 and 15
- Prepped and painted restroom walls and stalls at CD 14
- Reposition storm drain grating to eliminate gaps at CD 8
- Troubleshoot a/c unit, repaired air speed control knob and replaced filter at CD 9 clerk office
- Labeled all lighting poles at CD 9
- Assist Overhead Door company with forklift operations to replace damaged doors at CD 14
- Commence fabrication of dock ladder for CD 9 and 14
- Repaired hinges on potable water covers at CD 8 and CD 9

Oil Docks;

- Troubleshoot and repaired lift station high- level alarm at OD 1
- Painted exterior dock house, door, door jams and window frames at OD 3
- Replaced blower motor on a/c, applied anti-corrosion spray to all metal and reinforced electrical conduit at OD 11
- Added isolation valve to sanitary sewer line at OD 1
- Replaced lower and upper pressure bladder on commode flush at OD 5
- Cut cinder block to fit and install new explosion proof a/c unit at OD 1
- Replaced damaged ladder at OD 2
- Took measurements to order and replace door and frame at OD 8 dock users supply room
- Adjusted float switch on lift station at OD 4
- Contacted Skid-O-Can to pump holding tank filled with rain water at Avery point
- Backfilled roadway ruts at OD 2
- Delivered mooring bits and ladders to OD 3 for contractor to install Per Troy
- Repaired water leak at OD 10
- Repair broken connections and hoses to fire foam tanks at OD 11
- Sealed roof leaks at Oil Docks 1, 6, 7 and 11,
- Repaired damaged concrete on docks containment at OD 12
- Fabricate lift station tank extension to prevent rain water from entering holding tank at OD 11
- Repaired water line and re-established water service to OD 10, OD 5 and Vulcan materials

Fire Barge;

- Assist with temporary shift of fire barge from CD 2 to OD 12

Fire Boat;

- Fueled up fireboat by removing Diesel fuel from steam trailer located at CD 15
- Port side soft hatch was removed all gasket surfaces where cleaned, and new Silicone gasket was laid down and hatch was reinstalled
- STBD side transmission air actuator was removed and replaced with a rebuilt one, parts are on order for the bad actuator that came off
- Hydraulic return pressure gauges in wheel house have both been replaced, with properly rated PSI gauges for the application
- Foam balancing proportioner has been fixed for top monitor
- Conducted boat training with officer Ford on 6/19/18 and RTFC Captain Caffey 6/14/18
- STBD side generator was trouble shot, found that the raw water pressure sensor was bad so replaced it with a new one
- STBD side through hull piping and valve for generator raw water cooling also went bad causing a leak in generator room
- Generator room bilge was pumped out, replaced old piping with hard suction hose and all new fittings are S.S steal, as well as new inline waster strainer
- A plan is in place to replace all through hull flanges and valves there are six in total that need to be done.
- Fabrication shop has all dimension and measurements to start building the new through hull flanges
- The fire barge and boat have been moved to O.D 12 to accommodate the Kennedy training vessel, and will be moved back to the Ortiz center upon the Kennedy's departure

Gates, Fences, signs and Roads;

- Replaced both wheels on gate #25
- Adjusted chain tension, inspected motor, belts, gears and lubricated wheels and chain on Gate #126
- Secured and repaired damages to gate #58

Maintenance shops;

- Organized maintenance shops 1 and 2, relocated welding and electrical crews to one communal area.
- Troubleshoot and repaired overhead door at Stryker building

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PROPERTY OTHER;

- Troubleshoot and ordered parts to repair overhead door at Stryker (Rincon) bldg.
- Organized and coordinated with Texas Wrecker to move steam trailer from CD 15 to Turner property
- Assist engineering with boat operations to conduct dock inspections
- Removed trash bags left behind by volunteers at Harbor Island property
- Removed metal pile and disposed of abandoned tower from Harbor Island property
- Installed chain link fencing to damaged gate under Harbor Bridge observation tower
- Assist Overhead Door company with forklift operations and delivery of doors to West Star bldg.
- Removed and replaced rusted bolts on all water meters and back flow prevention devices Port wide
- Temporarily removed light pole at Navigation and Joe Fulton to allow movement of large parts to M & G
- Removed all hydraulics, hoses and sending boxes, from rail cart at South side laydown yard
- Reset damage trashcan posts at West Fishing area, damaged by vehicle contact

Maintenance Routine:

- Monthly Irrigation sprinkler test and inspections at Annex, Admin, PD and Ortiz
- Conduct weekly departmental Safety Meetings
- Conduct Monthly EMS meetings
- Monthly emergency generator test and inspections at Annex, Admin, PD, Stroman, La Quinta and Harbor Island
- Conduct monthly test and inspections of sanitary sewer lift stations Port wide
- Conduct monthly inspections, flush and test all potable water ship outlets
- Conduct monthly test and inspections of fire alarms at CD 9, CD 14 and CD 15
- Attain monthly potable water sub meter readings
- Conduct weekly inspections, tests and repairs of all PCCA area lighting and emergency exit lighting
- Routine daily maintenance and PM's of equipment and vehicles
- Routine daily Janitorial services to all PCCA facilities
- Conduct daily mowing operations throughout Port facilities

PORT OPERATIONS MAINTENANCE

Significant activities;

- 26 maintenance employees participated in the Keys to a Successful and Fulfilling Career Training II

- Supervisors and manager participated in the Best Practices Workshop Part II to Support Performance Development training
- Supervisors and manager attended “GETS” training
- On June 21, interviewed 3 applicants for Grounds Keeping vacancy, no selection made
- Marcos Juarez, left Maintenance to work with PD security on June 18, 2018
- Currently Maintenance Department has a total of 5 vacancies; 3 grounds keeper, 1 janitorial service worker and 1 welder helper.

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Monthly Review

June 2018

Bulk Dock 1 (Unload)

All tonnages are shown in Short Tons

Commodity	# of Vessels	Total Tonnage
Barite	2	105,129
*Bentonite		192

2018 Month Total	105,321
2017 Month Total	58,857
Difference	**46,463**

2018 Annual Total	298,351
2017 Annual Total	268,732
Difference	**29,619**

Bulk Dock 2 (Load)

Commodity	# of Vessels	Total Tonnage
Petcoke	2	68,379

2018 Month Total	68,379
2017 Month Total	157,733
Difference	**(89,354)**

2018 Annual Total	577,507
2017 Annual Total	781,643
Difference	**(204,136)**

Improvement Projects/Key Points

Bulk Dock 1 crane procurement process ongoing

Bulk Dock 1 Level II Inspections and Structural Analysis Report received from Cardno

Bulk Terminal Storm Water Project Ongoing

Attended BNSF Annual Meetings and Reception

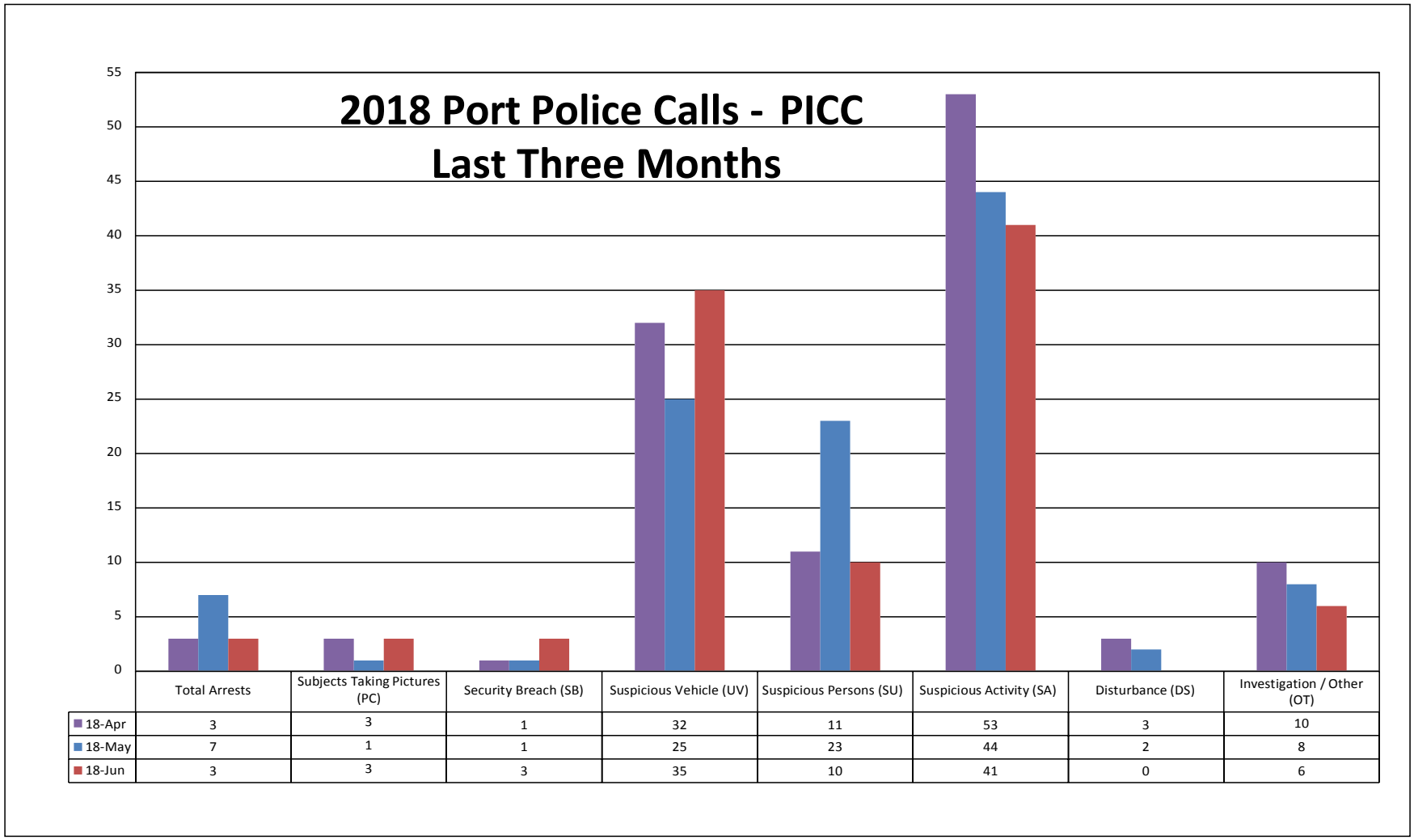
M&G began removing remaining modules from Bulk Terminal storage pad

Bulk Terminal Paving Project Complete

Petcoke storage pad lease renewal with refineries initiated

Pre-bid meeting held for the Purchase and Installation of Conveyor Belts for CB2, CB3, and CB4

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	Total Arrests	Subjects Taking Pictures (PC)	Security Breach (SB)	Suspicious Vehicle (UV)	Suspicious Persons (SU)	Suspicious Activity (SA)	Disturbance (DS)	Investigation / Other (OT)
18-Apr	3	3	1	32	11	53	3	10
18-May	7	1	1	25	23	44	2	8
18-Jun	3	3	3	35	10	41	0	6

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Port of Corpus Christi Authority

MONTHLY FINANCIAL RESULTS

- KEY METRICS 1
- STATEMENT OF NET POSITION 2
- STATEMENT OF REVENUES AND EXPENSES 3
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- TONNAGE 8
- SHIP AND BARGE MOVEMENTS 9
- RAIL CARS 10
- CAPITAL PROJECTS 11
- BOND PROJECT PROCEEDS 12

May 2018

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PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

KEY METRICS

OPERATING REVENUES	OPERATING EXPENSES	NET INCOME(LOSS)	TONNAGE	SHIPS AND BARGES	CAPITAL PROJECTS
$ 39,250,942	$ 23,603,477	$ 6,920,659	43,983,224	2,694	$ 51,612,357
↑ 5% Actual	↑ 9% Actual	↓ -39% Actual	↑ 2% Actual	↓ -3% Actual	
↓ -7% Budget	↓ -8% Budget	↑ 5% Budget			↑ 38% Budget

ALL METRICS

METRIC	YTD 2018 ACTUAL	YTD 2017 ACTUAL	% CHANGE	YTD 2018 BUDGET	% CHANGE
ASSETS	$ 730,408,965	$ 700,882,779	↑ 4%		
CASH & INVESTMENTS	$ 142,457,421	$ 192,928,309	↓ -26%		
ACCOUNTS RECEIVABLE	$ 23,584,990	$ 25,324,947	↓ -7%		
RESTRICTED ASSETS	$ 39,660,317	$ 67,839,451	↓ -42%		
LIABILITIES	$ 168,451,878	$ 169,767,704	↓ -1%		
NET POSITION	$ 565,983,790	$ 536,463,324	↑ 6%		
OPERATING REVENUES	$ 39,250,942	$ 37,250,737	↑ 5%	$ 42,372,741	↓ -7%
OPERATING EXPENSES	$ 23,603,477	$ 21,707,443	↑ 9%	$ 25,699,055	↓ -8%
NET OPERATING INCOME (LOSS)	$ 15,647,465	$ 15,543,294	↑ 1%	$ 16,673,686	↓ -6%
NON OPERATING REVENUE (EXPENSES)	$ (8,726,806)	$ (4,175,394)	↓ -109%	$ (10,062,915)	↓ -13%
NET INCOME (LOSS)	$ 6,920,659	$ 11,367,900	↓ -39%	$ 6,610,771	↑ 5%
TONNAGE	43,983,224	43,129,230	↑ 2%		
SHIPS	733	793	↓ -8%		
BARGES	1,961	1,991	↓ -2%		
SHIPS & BARGES	2,694	2,784	↓ -3%		
RAIL CARS	16,554	12,930	↑ 28%		
CAPITAL PROJECTS	$ 51,612,357			$ 37,488,971	↑ 38%

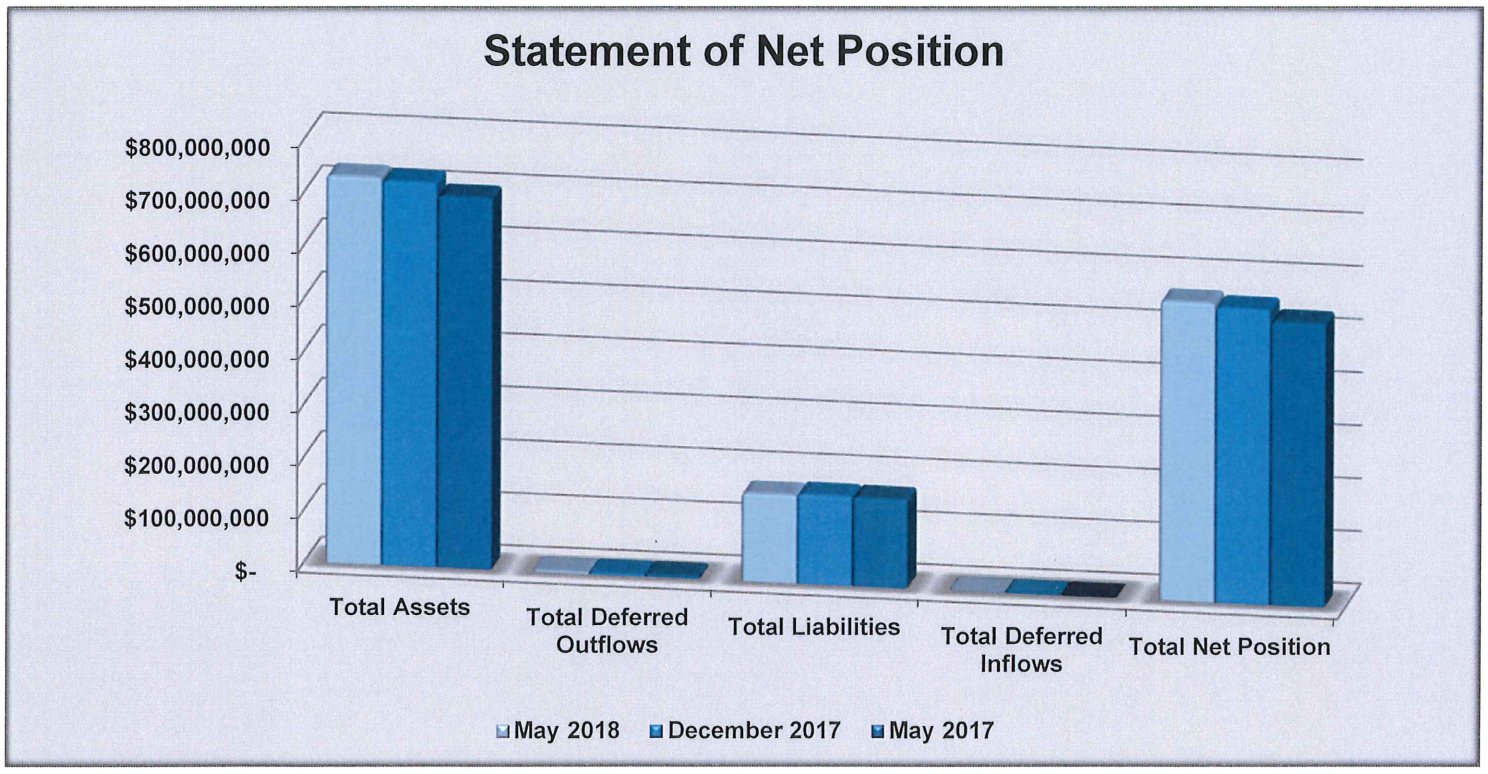
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PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

STATEMENT OF NET POSITION

	May 2018	December 2017	Annual Change	%	May 2017	Year-Over-Year Change	%
Cash/ Investments	$ 142,457,421	$ 173,736,158	$ (31,278,737)	-18%	$ 192,928,309	$ (50,470,888)	-26%
A/R	$ 23,584,990	$ 29,681,899	$ (6,096,909)	-21%	$ 25,324,947	$ (1,739,957)	-7%
Restricted Assets	$ 39,660,317	$ 43,168,645	$ (3,508,328)	-8%	$ 67,839,451	$ (28,179,134)	-42%
P P & E, net	$ 522,167,602	$ 476,150,213	$ 46,017,389	10%	$ 412,575,935	$ 109,591,667	27%
Other	$ 2,538,635	$ 2,043,409	$ 495,226	24%	$ 2,214,137	$ 324,498	15%
Total Assets	**$ 730,408,965**	**$ 724,780,324**	**$ 5,628,641**	**1%**	**$ 700,882,779**	**$ 29,526,186**	**4%**
Deferred Outflows-Pension	$ 4,705,309	$ 4,705,309	$ -	0%	$ 5,529,207	$ (823,898)	-15%
Total Deferred Outflows	**$ 4,705,309**	**$ 4,705,309**	**$ -**	**0%**	**$ 5,529,207**	**$ (823,898)**	**-15%**
Current Liabilities	$ 12,309,757	$ 14,007,145	$ (1,697,388)	-12%	$ 8,451,999	$ 3,857,758	46%
Unearned Income	$ 44,364,100	$ 44,859,794	$ (495,694)	-1%	$ 44,889,190	$ (525,090)	-1%
Long-term Debt	$ 106,245,000	$ 106,245,000	$ -	0%	$ 110,640,000	$ (4,395,000)	-4%
Other	$ 5,533,021	$ 5,694,702	$ (161,681)	-3%	$ 5,786,515	$ (253,494)	-4%
Total Liabilities	**$ 168,451,878**	**$ 170,806,641**	**$ (2,354,763)**	**-1%**	**$ 169,767,704**	**$ (1,315,826)**	**-1%**
Deferred Inflows-Pension	$ 678,606	$ 678,606	$ -	0%	$ 180,958	$ 497,648	100%
Total Deferred Inflows	**$ 678,606**	**$ 678,606**	**$ -**	**0%**	**$ 180,958**	**$ 497,648**	**100%**
Investment in Net Assets	$ 426,802,008	$ 384,104,593	$ 42,697,415	11%	$ 325,006,904	$ 101,795,104	31%
Restricted Net Position	$ 21,224,179	$ 21,222,100	$ 2,079	0%	$ 36,754,709	$ (15,530,530)	-42%
Unrestricted Net Position	$ 117,957,603	$ 152,673,693	$ (34,716,090)	-23%	$ 174,701,711	$ (56,744,108)	-32%
Total Net Position	**$ 565,983,790**	**$ 558,000,386**	**$ 7,983,404**	**1%**	**$ 536,463,324**	**$ 29,520,466**	**6%**



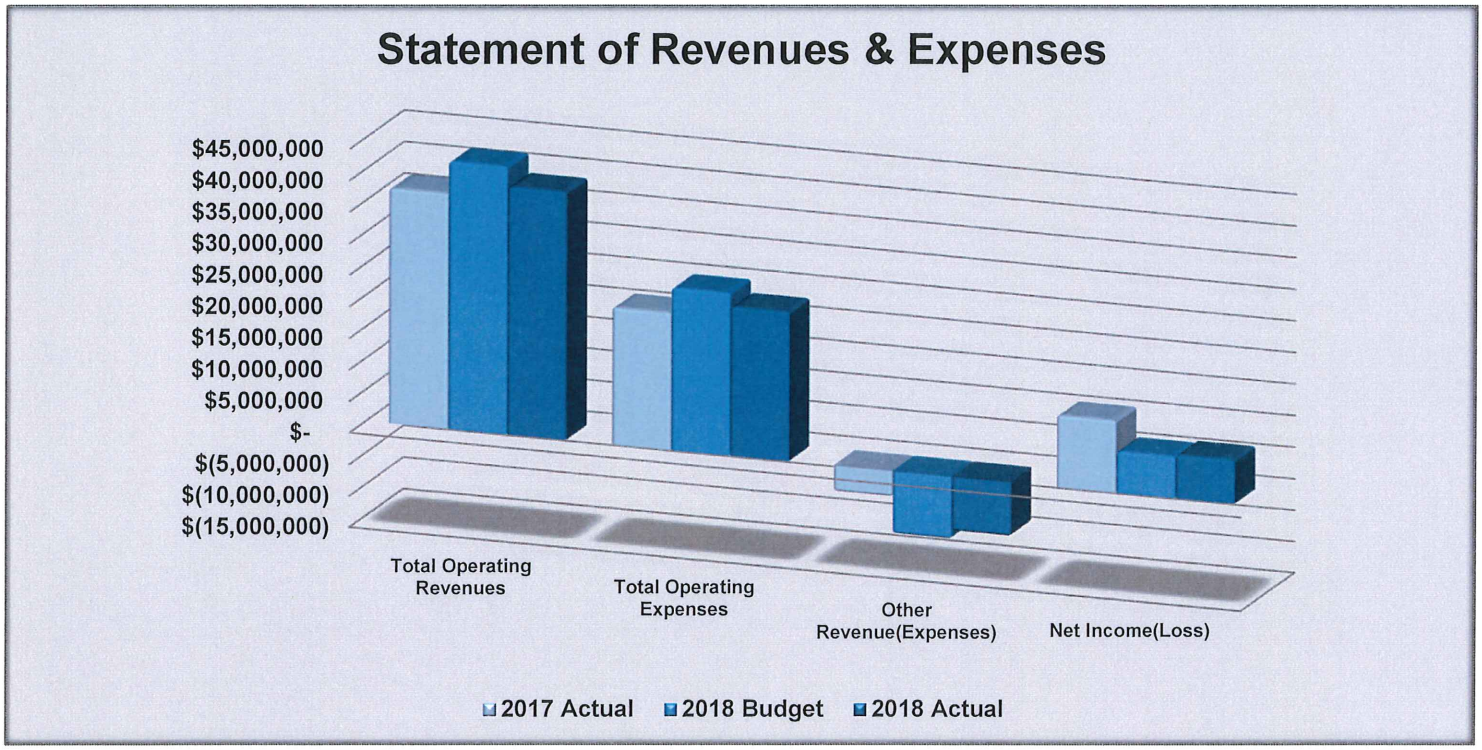
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PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

STATEMENT OF REVENUES AND EXPENSES

	May YTD			Change			
	2018		2017				
	Actual	Budget	Actual	Budget	%	Actual	%
Wharfage	$ 19,836,763	$ 22,132,412	$ 19,691,312	$ (2,295,649)	-10%	$ 145,451	1%
Dockage	$ 5,759,557	$ 5,630,655	$ 5,631,701	$ 128,902	2%	$ 127,856	2%
Security	$ 3,406,244	$ 3,866,107	$ 2,809,734	$ (459,863)	-12%	$ 596,510	21%
Other Shipping Services	$ 3,997,679	$ 4,292,735	$ 4,032,183	$ (295,056)	-7%	$ (34,504)	-1%
Building and Land Rental	$ 6,250,699	$ 6,450,832	$ 5,085,807	$ (200,133)	-3%	$ 1,164,892	23%
Total Operating Revenues	**$ 39,250,942**	**$ 42,372,741**	**$ 37,250,737**	**$ (3,121,799)**	**-7%**	**$ 2,000,205**	**5%**
Employee Services	$ 9,641,023	$ 10,961,929	$ 9,054,268	$ (1,320,906)	-12%	$ 586,755	6%
Maintenance	$ 1,522,024	$ 2,739,012	$ 1,339,404	$ (1,216,988)	-44%	$ 182,620	14%
Utilities/ Telephone	$ 521,251	$ 537,980	$ 580,038	$ (16,729)	-3%	$ (58,787)	-10%
Insurance	$ 643,213	$ 621,046	$ 622,956	$ 22,167	4%	$ 20,257	3%
Prof/ Contracted Services	$ 2,972,373	$ 3,203,491	$ 2,517,824	$ (231,118)	-7%	$ 454,549	18%
Operator/ Event Expenses	$ 691,321	$ 653,905	$ 715,544	$ 37,416	6%	$ (24,223)	-3%
Admin/Trade Dvlp/Other	$ 2,017,708	$ 1,739,251	$ 1,643,173	$ 278,457	16%	$ 374,535	23%
Depreciation	$ 5,594,564	$ 5,242,441	$ 5,234,236	$ 352,123	7%	$ 360,328	7%
Total Operating Expenses	**$ 23,603,477**	**$ 25,699,055**	**$ 21,707,443**	**$ (2,095,578)**	**-8%**	**$ 1,896,034**	**9%**
Net Operating Income(Loss)	**$ 15,647,465**	**$ 16,673,686**	**$ 15,543,294**	**$ (1,026,221)**	**-6%**	**$ 104,171**	**1%**
Interest Income	$ 1,681,170	$ 976,465	$ 1,668,310	$ 704,705	72%	$ 12,860	1%
Other Revenue	$ 166,862	$ 84,657	$ 107,286	$ 82,205	97%	$ 59,576	56%
Gain(Loss) Disposal of Assets	$ 6,084	$ -	$ (1,728)	$ 6,084	-100%	$ 7,812	-100%
Interest/Bond Expense	$ (1,719,353)	$ (1,693,037)	$ (1,714,821)	$ (26,316)	2%	$ (4,532)	0%
Other Expense	$ (8,861,569)	$ (9,431,000)	$ (4,234,441)	$ 569,431	-6%	$ (4,627,128)	109%
Other Revenue(Expenses)	**$ (8,726,806)**	**$ (10,062,915)**	**$ (4,175,394)**	**$ 1,336,109**	**13%**	**$ (4,551,412)**	**-109%**
Net Income(Loss)	$ 6,920,659	$ 6,610,771	$ 11,367,900	$ 309,888	5%	$ (4,447,241)	-39%



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Public Oil Docks	May YTD 2018 Actual	Budget	Variance
Operating Revenues	$ 12,214,334	$ 11,122,452	$ 1,091,882
Operating Expenses	$ (1,487,307)	$ (1,136,401)	$ (350,906)
Net Operating Income(Loss)	$ 10,727,027	$ 9,986,051	$ 740,976
Other Revenue(Expenses)	$ (410,980)	$ (410,980)	$ -
Net Income(Loss)	$ 10,316,047	$ 9,575,071	$ 740,976

Private Oil Docks	May YTD 2018 Actual	Budget	Variance
Operating Revenues	$ 8,620,669	$ 10,178,045	$ (1,557,376)
Operating Expenses	$ (18,271)	$ (19,676)	$ 1,405
Net Operating Income(Loss)	$ 8,602,398	$ 10,158,369	$ (1,555,971)
Other Revenue(Expenses)	$ -	$ -	$ -
Net Income(Loss)	$ 8,602,398	$ 10,158,369	$ (1,555,971)

Dry Cargo Docks	May YTD 2018 Actual	Budget	Variance
Operating Revenues	$ 3,634,928	$ 3,671,256	$ (36,328)
Operating Expenses	$ (1,199,261)	$ (1,610,742)	$ 411,481
Net Operating Income(Loss)	$ 2,435,667	$ 2,060,514	$ 375,153
Other Revenue(Expenses)	$ -	$ -	$ -
Net Income(Loss)	$ 2,435,667	$ 2,060,514	$ 375,153

Bulk Terminal	May YTD 2018 Actual	Budget	Variance
Operating Revenues	$ 3,783,408	$ 4,078,631	$ (295,223)
Operating Expenses	$ (2,202,017)	$ (2,647,168)	$ 445,151
Net Operating Income(Loss)	$ 1,581,391	$ 1,431,463	$ 149,928
Other Revenue(Expenses)	$ 5,147	$ -	$ 5,147
Net Income(Loss)	$ 1,586,538	$ 1,431,463	$ 155,075

Conference Center	May YTD 2018 Actual	Budget	Variance
Operating Revenues	$ 951,154	$ 968,106	$ (16,952)
Operating Expenses	$ (1,017,823)	$ (1,063,311)	$ 45,488
Net Operating Income(Loss)	$ (66,669)	$ (95,205)	$ 28,536
Other Revenue(Expenses)	$ 4,266	$ 2,706	$ 1,560
Net Income(Loss)	$ (62,403)	$ (92,499)	$ 30,096

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Property and Buildings	May YTD 2018 Actual	Budget	Variance
Operating Revenues	$ 4,198,372	$ 4,500,081	$ (301,709)
Operating Expenses	$ (1,678,613)	$ (2,156,268)	$ 477,655
Net Operating Income(Loss)	$ 2,519,759	$ 2,343,813	$ 175,946
Other Revenue(Expenses)	$ (6,485,429)	$ (7,108,852)	$ 623,423
Net Income(Loss)	$ (3,965,670)	$ (4,765,039)	$ 799,369

Other Facilities	May YTD 2018 Actual	Budget	Variance
Operating Revenues	$ 1,961,837	$ 3,526,782	$ (1,564,945)
Operating Expenses	$ (652,396)	$ (815,145)	$ 162,749
Net Operating Income(Loss)	$ 1,309,441	$ 2,711,637	$ (1,402,196)
Other Revenue(Expenses)	$ (3,605,902)	$ (3,599,121)	$ (6,781)
Net Income(Loss)	$ (2,296,461)	$ (887,484)	$ (1,408,977)

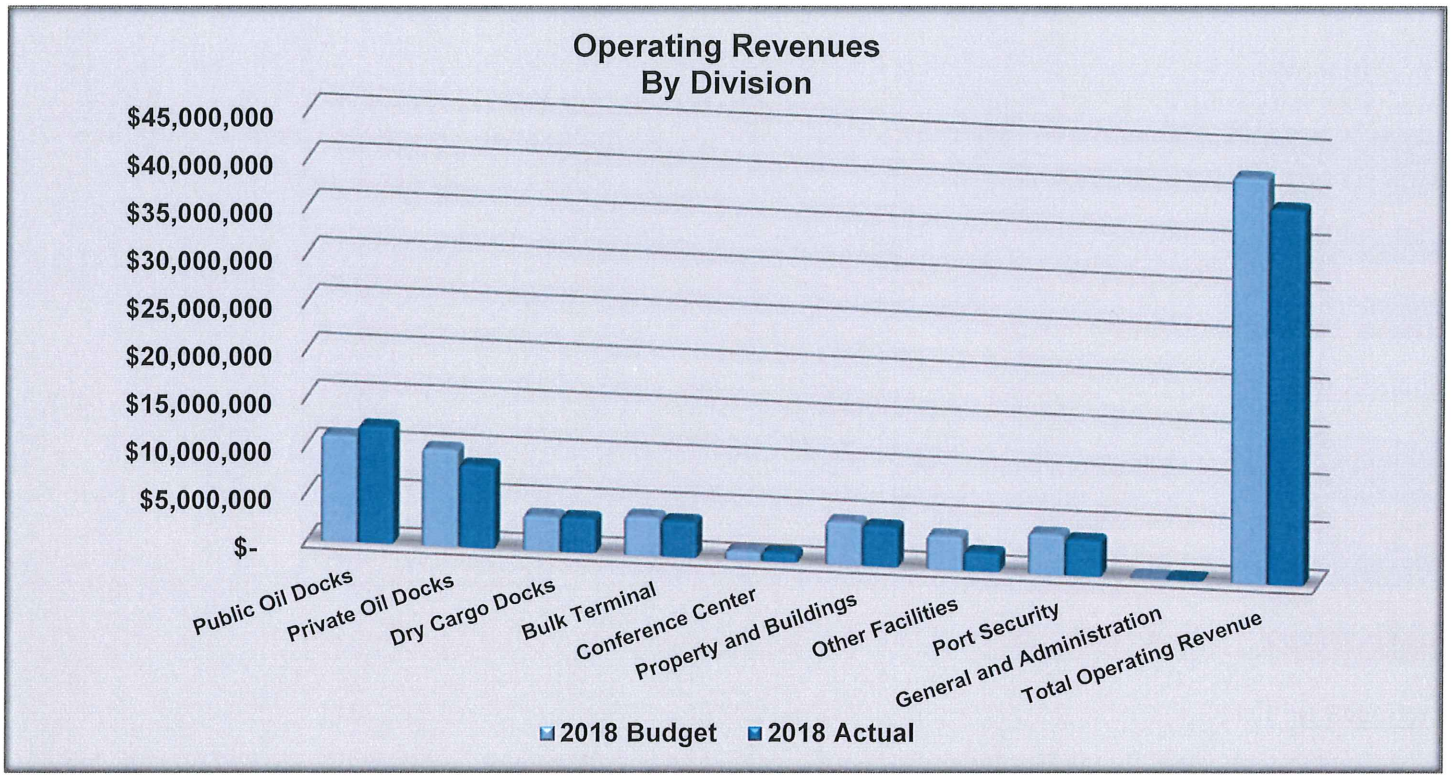
Port Security	May YTD 2018 Actual	Budget	Variance
Operating Revenues	$ 3,770,793	$ 4,225,733	$ (454,940)
Operating Expenses	$ (4,359,101)	$ (4,496,807)	$ 137,706
Net Operating Income(Loss)	$ (588,308)	$ (271,074)	$ (317,234)
Other Revenue(Expenses)	$ (1,590)	$ -	$ (1,590)
Net Income(Loss)	$ (589,898)	$ (271,074)	$ (318,824)

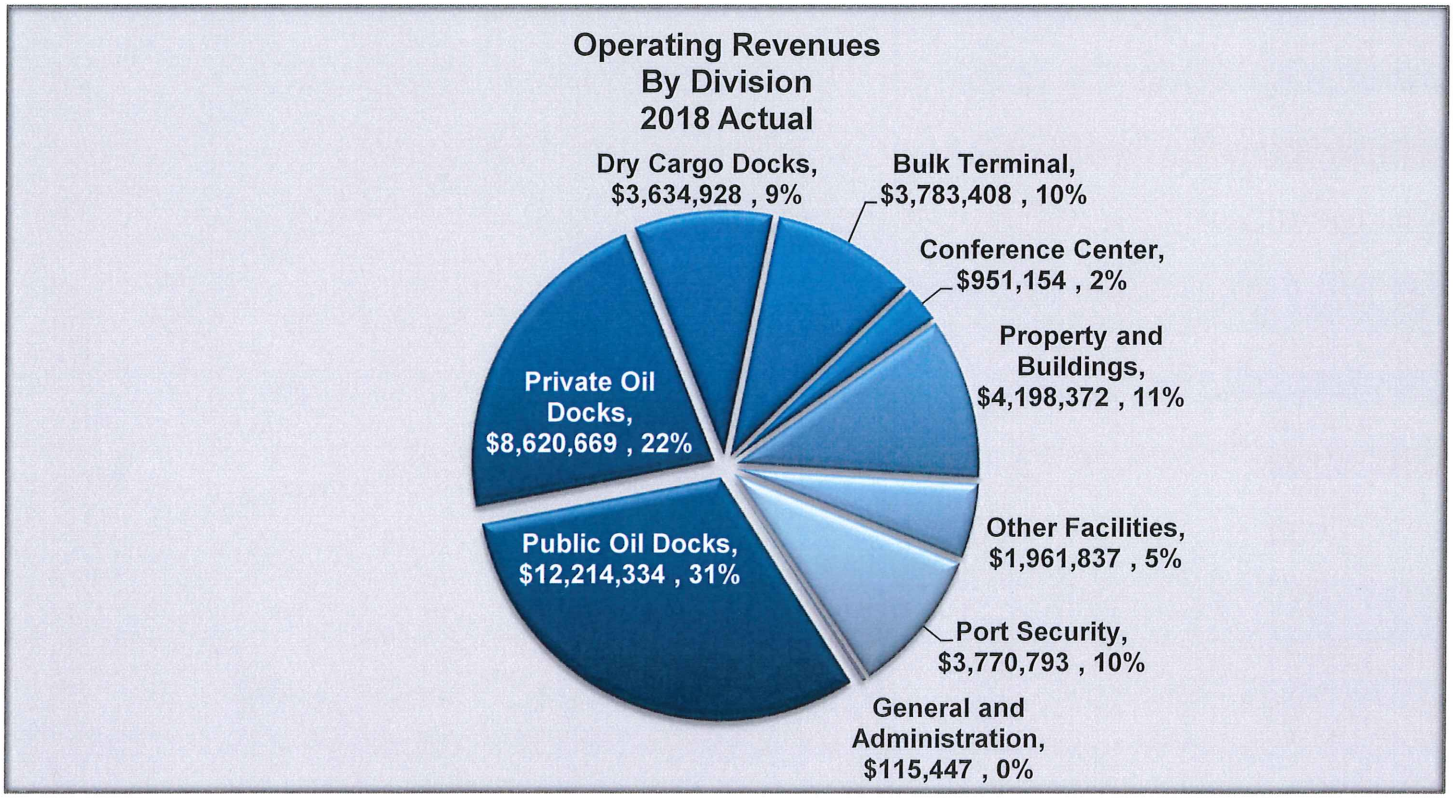
General and Administration	May YTD 2018 Actual	Budget	Variance
Operating Revenues	$ 115,447	$ 101,655	$ 13,792
Operating Expenses	$ (10,988,688)	$ (11,753,537)	$ 764,849
Net Operating Income(Loss)	$ (10,873,241)	$ (11,651,882)	$ 778,641
Other Revenue(Expenses)	$ 1,767,682	$ 1,053,332	$ 714,350
Net Income(Loss)	$ (9,105,559)	$ (10,598,550)	$ 1,492,991

Total	May YTD 2018 Actual	Budget	Variance
Operating Revenues	$ 39,250,942	$ 42,372,741	$ (3,121,799)
Operating Expenses	$ (23,603,477)	$ (25,699,055)	$ 2,095,578
Net Operating Income(Loss)	$ 15,647,465	$ 16,673,686	$ (1,026,221)
Other Revenue(Expenses)	$ (8,726,806)	$ (10,062,915)	$ 1,336,109
Net Income(Loss)	$ 6,920,659	$ 6,610,771	$ 309,888

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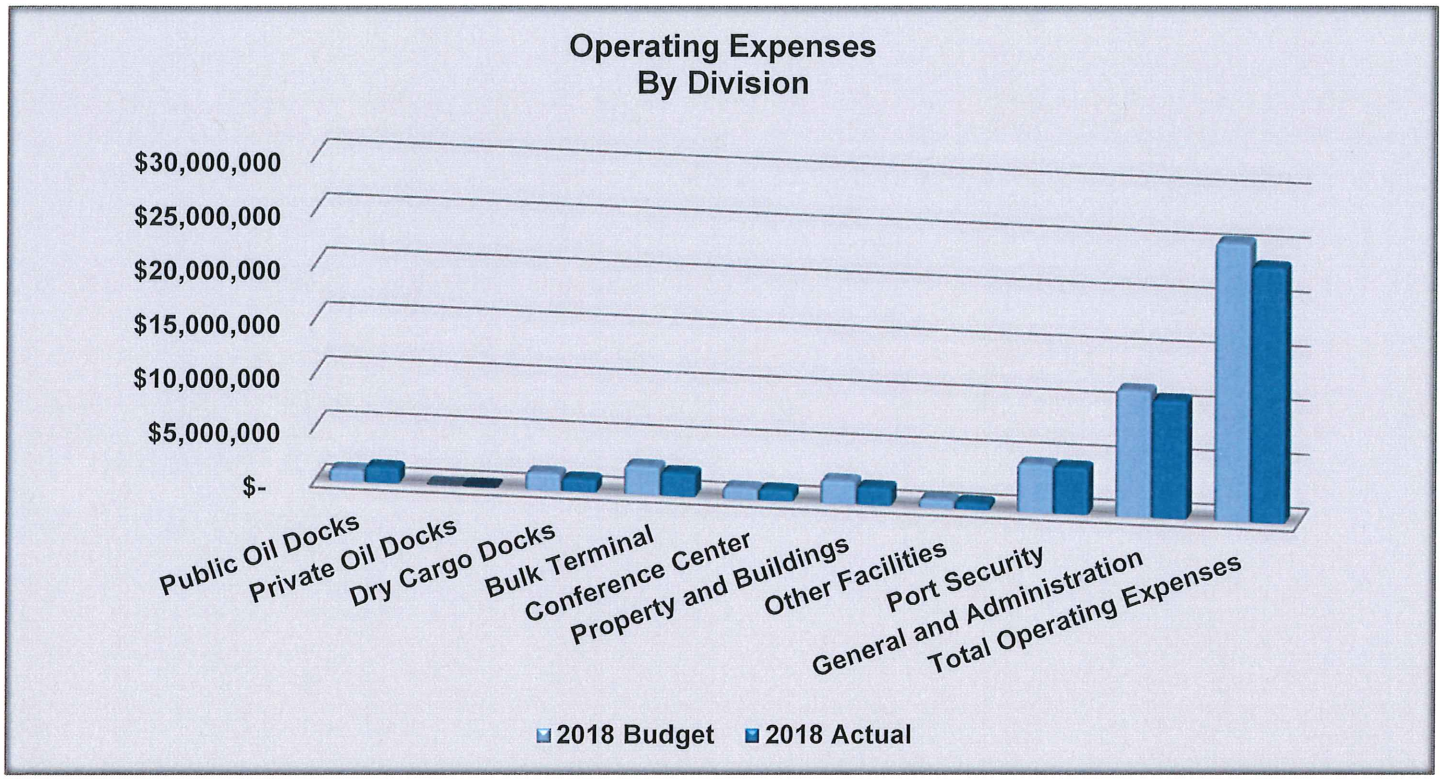


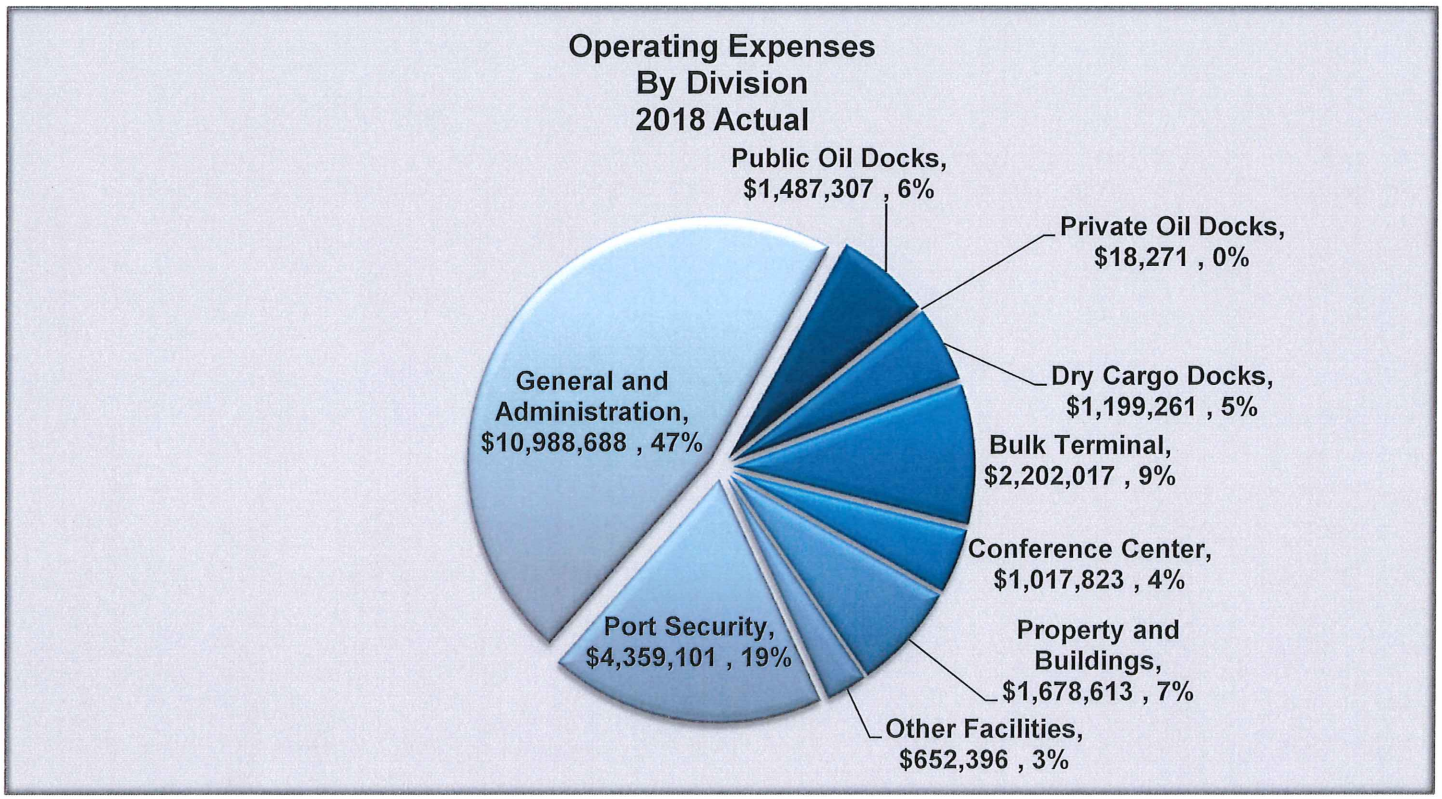


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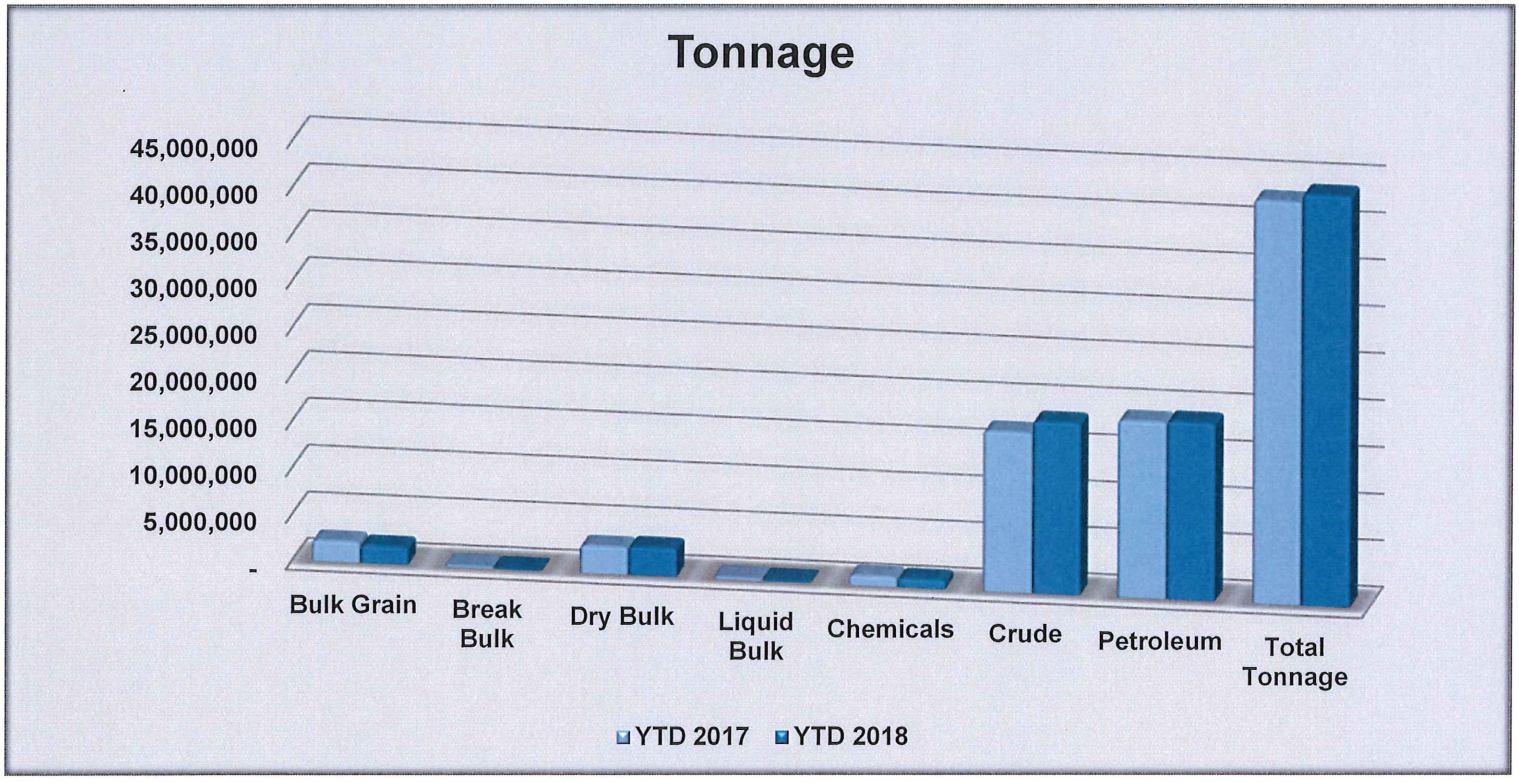


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FINANCIAL RESULTS

TONNAGE

	May				YTD			
	2018	2017	Mth Over Mth Change	%	2018	2017	Year Over Year Change	%
Bulk Grain	**125,790**	**440,598**	(314,808)	-71%	**1,945,484**	2,254,225	(308,741)	-14%
Break Bulk	**67,375**	**55,987**	11,388	20%	**143,428**	262,717	(119,289)	-45%
Dry Bulk	**693,798**	**672,658**	21,140	3%	**3,094,378**	2,989,219	105,159	4%
Liquid Bulk	**9,977**	**43,893**	(33,916)	-77%	**189,108**	299,877	(110,769)	-37%
Chemicals	**211,213**	**257,973**	(46,760)	-18%	**976,800**	1,096,986	(120,186)	-11%
Crude	**4,193,970**	**3,509,445**	684,525	20%	**18,485,504**	17,220,704	1,264,800	7%
Petroleum	**4,101,859**	**3,974,418**	127,441	3%	**19,148,522**	19,005,502	143,020	1%
Total Tonnage	**9,403,982**	**8,954,972**	**449,010**	**5%**	**43,983,224**	**43,129,230**	**853,994**	**2%**

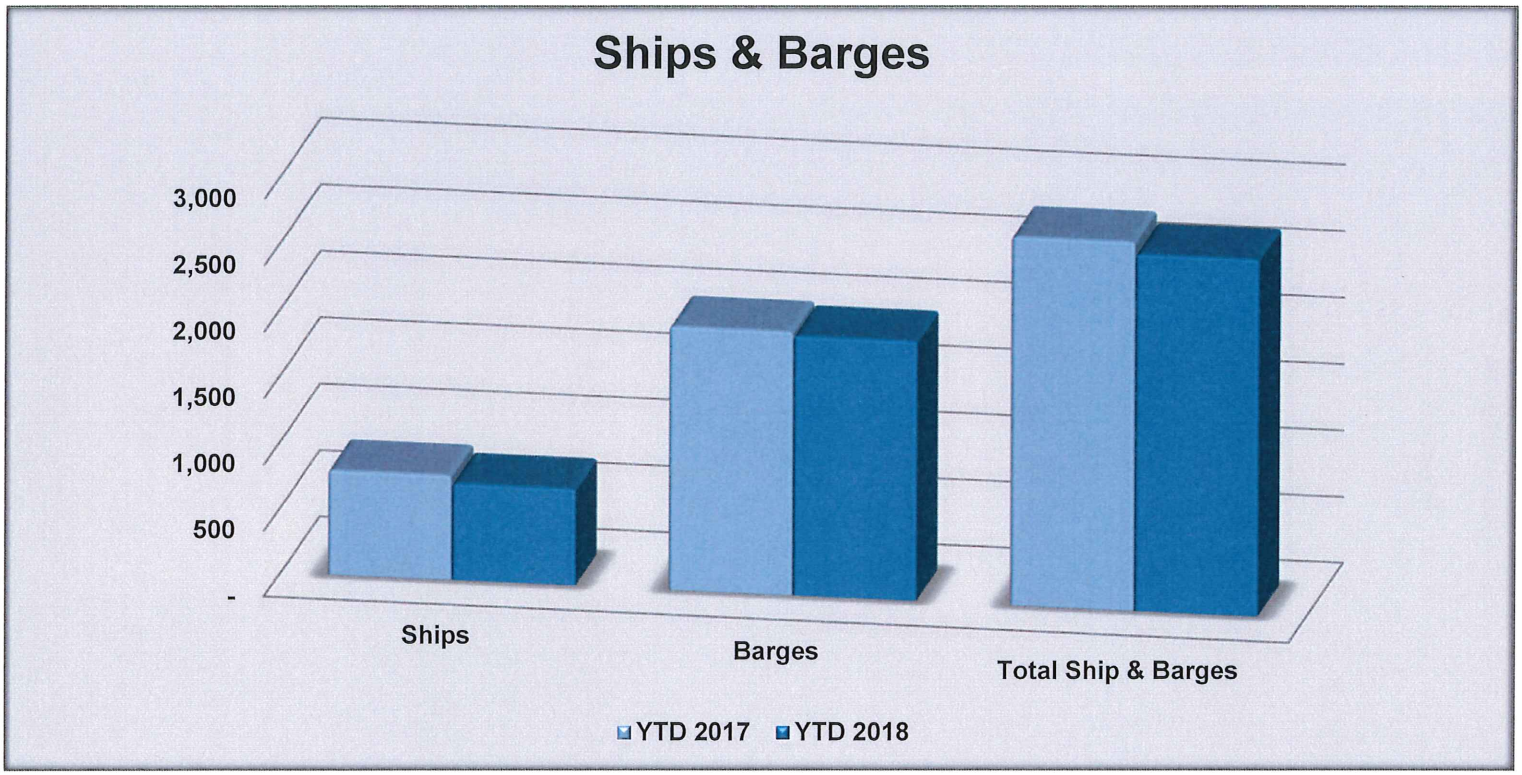


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FINANCIAL RESULTS

SHIP & BARGE MOVEMENTS

	May				YTD			
	2018	2017	Mth Over Mth Change	%	2018	2017	Year Over Year Change	%
Ships	**148**	167	(19)	-11%	**733**	793	(60)	-8%
Barges	**392**	380	12	3%	**1,961**	1,991	(30)	-2%
Total Ship & Barges	**540**	**547**	**(7)**	**-1%**	**2,694**	**2,784**	**(90)**	**-3%**



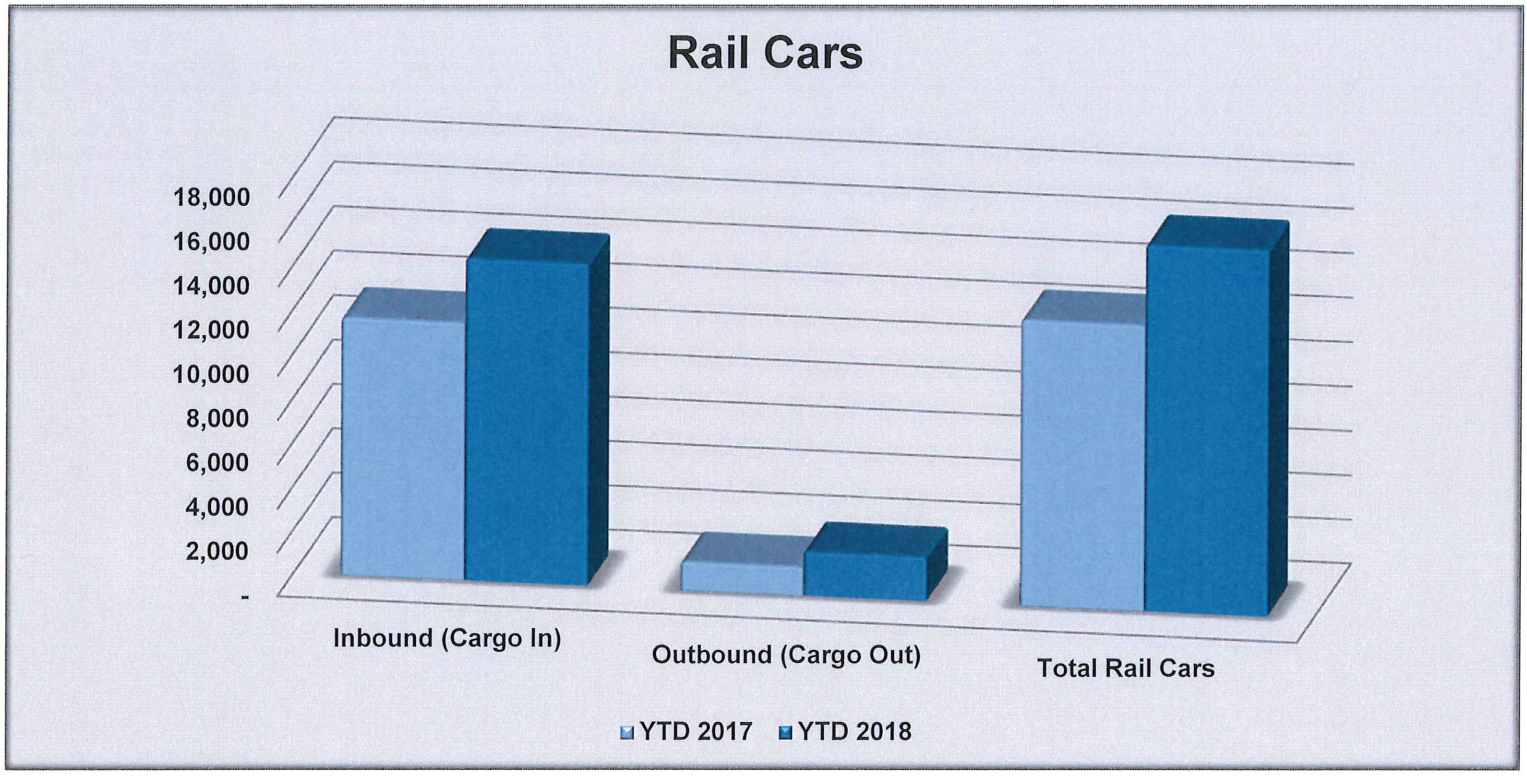
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FINANCIAL RESULTS

RAIL CARS

	May				YTD			
	2018	2017	Mth Over Mth Change	%	2018	2017	Year Over Year Change	%
Inbound (Cargo In)	**455**	2,907	(2,452)	-84%	**14,535**	11,628	2,907	25%
Outbound (Cargo Out)	**569**	717	(148)	-21%	**2,019**	1,302	717	55%
Total Rail Cars	**1,024**	**3,624**	**(2,600)**	**-72%**	**16,554**	**12,930**	**3,624**	**28%**

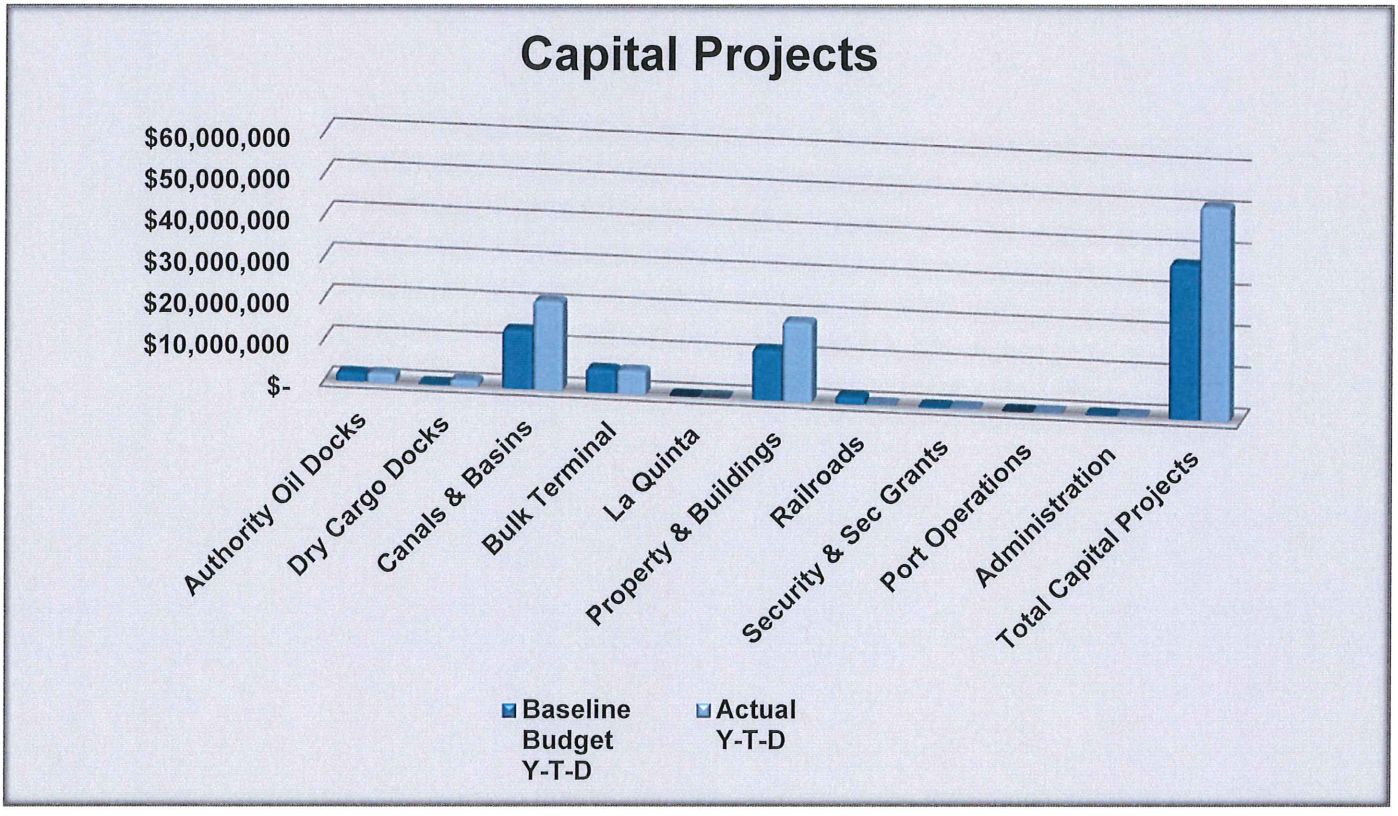


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FINANCIAL RESULTS

CAPITAL PROJECTS

	Annual Budget	Actual Y-T-D	Balance Remaining	Baseline Budget Y-T-D	Actual Y-T-D	Variance
Authority Oil Docks	$ 8,960,000	$ 2,359,643	$ 6,600,357	$ 2,233,000	$ 2,359,643	$ 126,643
Dry Cargo Docks	$ 14,500,000	$ 1,524,773	$ 12,975,227	$ 310,000	$ 1,524,773	$ 1,214,773
Canals & Basins	$ 58,375,000	$ 21,565,761	$ 36,809,239	$ 14,298,000	$ 21,565,761	$ 7,267,761
Bulk Terminal	$ 18,692,972	$ 5,738,092	$ 12,954,880	$ 5,794,770	$ 5,738,092	$ (56,678)
La Quinta	$ 20,000	$ 4,110	$ 15,890	$ -	$ 4,110	$ 4,110
Property & Buildings	$ 32,018,520	$ 19,237,987	$ 12,780,533	$ 12,309,665	$ 19,237,987	$ 6,928,322
Railroads	$ 5,162,000	$ 292,559	$ 4,869,441	$ 1,910,000	$ 292,559	$ (1,617,441)
Security & Sec Grants	$ 481,647	$ 375,863	$ 105,784	$ 363,536	$ 375,863	$ 12,327
Port Operations	$ 688,600	$ 219,806	$ 468,794	$ 35,000	$ 219,806	$ 184,806
Administration	$ 2,360,387	$ 293,763	$ 2,066,624	$ 235,000	$ 293,763	$ 58,763
Total Capital Projects	$ 141,259,126	$ 51,612,357	$ 89,646,769	$ 37,488,971	$ 51,612,357	$ 14,123,386



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BOND PROJECT PROCEEDS - (As of May, 2018)

	Bond Project Proceeds	Bond Issuance Expenses	Net Bond Project Proceeds	Bond Project Expenditures	Transfer Remaining Proceeds on Closed Projects	Remaining Bond Project Proceeds
Land	$ 34,960,000	$ (346,544)	$ 34,613,456	**$ (35,075,365)**	**$ 461,909**	$ -
Oil Dock 14	$ 28,000,000	$ (277,552)	$ 27,722,448	**$ (27,722,448)**	**$ -**	$ -
Access Road & Rail	$ 10,000,000	$ (99,126)	$ 9,900,874	**$ 7,641**	**$ -**	$ 9,908,515
Tule Lift Bridge	$ 18,000,000	$ (178,426)	$ 17,821,574	**$ (13,016,018)**	**$ 321,467**	$ 5,127,023
West Barge Mooring Area	$ 7,280,000	$ (72,164)	$ 7,207,836	**$ (6,745,927)**	**$ (461,909)**	$ -
NRRY Phase II	$ 6,000,000	$ (59,475)	$ 5,940,525	**$ (5,940,525)**	**$ -**	$ -
La Quinta-Aquatic Habitat	$ 4,020,000	$ (39,849)	$ 3,980,151	**$ (3,658,684)**	**$ (321,467)**	$ -
La Quinta-Mitigation Buffer	$ 3,940,000	$ (39,055)	$ 3,900,945	**$ (557,640)**	**$ -**	$ 3,343,305
La Quinta Dock	$ 2,800,000	$ (27,755)	$ 2,772,245	**$ (2,714,950)**	**$ -**	$ 57,295
Total Bond Projects	**$ 115,000,000**	**$ (1,139,946)**	**$ 113,860,054**	**$ (95,423,916)**	**$ -**	**$ 18,436,138**

