

NOTICE OF MEETING

The Port Commission ("Commission") of the Port of Corpus Christi Authority ("PCCA") will hold a Regular Session Meeting on Tuesday, September 15, 2015, at 9:00 AM, at the Congressman Solomon P. Ortiz International Center, 402 Harbor Drive, Corpus Christi, Texas.

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 intérprete 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.

The agenda for the meeting is as follows:

1. Call meeting to order; Safety Briefing; Pledge of Allegiance; Invocation; and receive conflict of interest affidavits.
2. Approve the minutes of the August 18, 2015 and September 1, 2015 Commission meetings.
3. ***Receive comments from the public. (Each speaker will be limited to three minutes)***
4. Receive committee reports from the following Commission committees:
 - a. Security
 - b. Audit
5. Receive staff reports on the following matters:
 - a. Water
 - b. Channel Improvement Project
 - c. Bulk Terminal
 - d. Environmental
6. Receive staff presentation on the status and future projections of the import and export of the wind turbine cargo at the Port of Corpus Christi.
7. Receive a presentation from Port Industries of Corpus Christi on the status of the industrial desalinization study for the Coastal Bend area.
8. Receive reports from the following entities on services provided this year associated with their Development Services Agreements with the PCCA:

- a. Robstown Area Development Commission.
 - b. Coastal Bend Bays and Estuaries Program.
9. 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:
 - A. Approve an Easement and Right-of-Way Agreement with AEP Texas Central Company for electrical distribution lines at the La Quinta Terminal site in support of the dredging operations for Corpus Christi Liquefaction, LLC's dock and slip facilities along La Quinta Channel.
 - B. Award a Contract to Cruz Maintenance and Construction Inc., the lowest and best bidder based on bids received on August 28, 2015, for the Bulk Terminal office renovation project.
 - C. Approve the purchase of one vehicle from Caldwell Country Chevrolet, the lowest and best bidder based on bids received on September 1, 2015.
 - D. Award a Contract to Ram-Bro Contracting Inc., the lowest and best bidder based on bids received on September 2, 2015, for stockpile management.
 - E. Approve a Services Agreement with ICF SH&E Inc. for professional services to support the PCCA's implementation of its Strategic Plan and organizational development.
 - F. Approve a purchase order with Brown and Caldwell Inc. for conversion of PCCA's existing GIS software application.
 - G. Approve a Service Order with Coast & Harbor Engineering Inc. for additional engineering and inspection services for the La Quinta Terminal aquatic habitat mitigation project.
10. Approve the Right-of-Way Easement and Construction Access Agreement with the Texas Department of Transportation associated with the US-181 Harbor Bridge replacement project, and authorize the Executive Director to execute the agreements.
11. Approve the Second Reading of a Franchise granting Cheniere Ingleside Marine Terminal, LLC, the right to cross the north bulkhead line of the La Quinta Ship Channel from its property adjacent to the channel and related rights.
12. Approve a Services Agreement with the Coastal Bend Bays and Estuaries Program for Island No. 2 of the Nueces Bay Rookery Island Restoration Project.

13. Award a Contract for the PCCA's Unarmed Security Guard Services to the bidder the Commission determines will provide these Guard Services at the best value for PCCA.
14. Approve renewal of the PCCA's General and Marine Liability Insurance and related Liability and Hull Insurance.
15. Receive report from the Executive Director on upcoming community events, PCCA events and activities of the following PCCA departments during the preceding month: business development, community relations, government affairs, operations, engineering services, accounting, and human resources.
16. Receive comments from Port Commissioners on any of the agenda items for this meeting, the PCCA's activities during the preceding month, upcoming PCCA events, and suggestions for future agenda items.
17. The Commission will go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice regarding the Bulk Terminal.
18. The Commission will go into executive session pursuant to §551.071 and §551.072 of the Texas Government Code to deliberate the purchase and value of certain real property accessible to the south side of the Inner Harbor and related legal issues.
19. The Commission will go into executive session pursuant to §551.072 and §551.087 of the Texas Government Code to deliberate (i) the purchase and value of certain real property accessible to the north side of the Inner Harbor, and (ii) offering financial or other incentives to a business prospect that PCCA seeks to have locate or expand on the north side of the Inner Harbor and with which PCCA is conducting economic development negotiations.
20. The Commission will go into executive session pursuant to §551.087 of the Texas Government Code to deliberate offering financial or other incentives to a business prospect that PCCA seeks to have locate on the north side of the Viola Channel within the Inner Harbor and with which PCCA is conducting economic development negotiations.
21. Adjourn.

AGENDA ITEM NO. 1

Call meeting to order; Safety Briefing; Pledge of Allegiance; Invocation; and receive conflict of interest affidavits.

NO ATTACHMENT

**OFFICIAL MINUTES OF PORT COMMISSION MEETING
AUGUST 18, 2015**

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, August 18, 2015, at 9:00 a.m., for the regular monthly meeting of the Port Commission.

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

Present: Mr. John P. LaRue
Mr. Sean Strawbridge
Mr. Jarl Pedersen
Mr. Tony Alejandro
Ms. Patricia Cardenas
Ms. Rosie Collin
Mr. Dennis DeVries
Mr. David Krams
Mr. Ruben Medina
Ms. Sandra Terrell-Davis
Ms. Nelda Olivo
Mr. John Pasch
Mr. Tom Mylett
Mr. Darrin Aldrich
Ms. Audre Debler
Mr. Bland Chamberlain
Ms. Sherry DuBois
Mr. Brett Flint
Mr. Tyler Fuhrken
Ms. Sarah Garza
Mr. Dan Koesema
Ms. Angela Leyva
Ms. Sonya Lopez
Mr. Dave Michaelson
Mr. Jacob Morales
Mr. Bert Perez
Mr. Bennie Benavides
Ms. Liz Cantu
Ms. Peggy Mettlen
Mr. Matt Garcia

Ms. Vicky Garza
Ms. Rosana Gomez
Mr. Jesse Samu

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

Others Present: Mr. David Cave
CITGO
Ms. Doreen Harrell
Ms. Carol Scott
Kailo Communications
Capt. Joe Harrington
Ms. Lillian Riojas
Valero
Capt. Louis Adams
Aransas/CC Pilots Assn.
Mr. Scott Harris
LAN
Ms. Sue Zimmermann
Mr. Lowell Bezanis
Cheniere
Mr. Xavier Valverde
G&H Towing
Mr. Sonny Boyd
Boyd-Campbell Co.
Mr. Tom Carlisle
Carlisle Insurance
Mr. Tom Moore
Consultant
Mr. Jim Shiner
Shiner Consulting
Mr. Joel Herrington
Mr. Matt Yost
Martin Companies
Mr. Don Rodman
Rodman Co.
Mayor Pete Perkins
City of Ingleside
Mr. Larry Perryman
Bay-Houston Towing
Mr. Gary Moore
Mr. Nathan Taggart
Ms. Maxine Mays
City of Portland

Mr. Dan Korrs
Del Mar College
Mr. Jonas Chupe
Mr. Matt Pastl
voestalpine Texas
Mr. Bob Paulison
Port Industries
Mr. David Fields
Gulf Compress
Ms. Michelle Unda
NuStar Energy
Ms. Darcy Schroeder
Mr. Roger TenNapel
Mr. Mike Metlick
Koch/Flint Hills Resources
Mr. Chris Ramirez
Caller-Times

I.

Chair Hawley called the meeting to order and asked for conflict of interest affidavits. None were submitted.

II.

On motion made by Mr. Valls and seconded by Mr. Squires the Commission approved the minutes of July 21 and July 29, 2015 Commission meetings in the form presented to the meeting.

III.

The Chair asked for comments from the public. Mr. Dan Korrs of Del Mar College thanked the Commission for their support of the college.

IV.

The Commission recognized Port Police Officers Stacey Coates and Mark Reinhardt for their efforts in a marine rescue of two young men.

V.

Chair Hawley appointed Ms. Canales as the PCCA's representative on the board of the Coastal Bend Bays and Estuaries Program.

VI.

The Commission received committee reports from the following Commission committees:

- A.** Security
- B.** Audit

VII.

The Commission received status reports on the following matters from Mr. LaRue:

- A.** Water
- B.** Channel Improvement Project
- C.** Bulk Terminal
- D.** Environmental

VIII.

On motion made by Mr. Engel and seconded by Mr. Squires, the Commission approved, in the form presented to the meeting, the First Reading of a Franchise granting Cheniere Ingleside Marine Terminal, LLC, the right to cross the north bulkhead line of the La Quinta Ship Channel from its property adjacent to the channel and related rights.

IX.

On motion made by Mr. Engel and seconded by Mr. Bowers, the Commission approved, in the form presented to the meeting, a one-year Insurance Consulting Agreement with Carlisle Insurance Agency for the period beginning January 1, 2016.

X.

On motion made by Mr. Engel and seconded by Mr. Valls, the Commission approved, in the form presented to the meeting, the 2nd Quarter Investment Report for 2015.

XI.

On motion made by Mr. Engel and seconded by Mr. Valls the Commission approved, in the form presented to the meeting, the 2nd Quarter Financial Report for 2015.

XII.

The Commission received a presentation from staff on the status of 2015 Capital Budget and Bond projects.

XIII.

Items I, K and L were removed from the Consent Agenda to be acted upon separately. Then, on motion made by Mr. Squires and seconded by Mr. Valls, items A, B, C, D, E, F, G, H, and J on the Consent Agenda were approved by one vote, in accordance with the respective staff recommendations furnished to the Commission at the meeting. These items were as follows:

- A.** Approve Amendment to the First Amended and Restated Leased Property Access Agreement with Corpus Christi Liquefaction, LLC to add an access easement area and to permit the installation of utilities within the access easement areas.
- B.** Approve First Amended and Restated Access Road, Utility, and Drainage Easement Agreement with Corpus Christi Liquefaction, LLC to add utility installations and two additional non-exclusive access easement area at the PCCA's La Quinta Property to support construction of LNG facility.
- C.** Approve a Third Amendment to AEP Texas Central Company Transmission Line Easement and Right-of-Way associated with the AEP relocation project near the Nueces River Rail Yard.
- D.** Approve Purchase Order with AEP Texas Central Company for costs associated with additional road clearance over the Joe Fulton International Trade Corridor.
- E.** Approve a Pipeline Easement Agreement with Magellan Processing, L.P. for multiple pipelines and four pipeline header sites at Public Oil Docks 3, 4, 7 and 11 to support condensate splitter project.
- H.** Approve Service Order with LNV, Inc., under its Professional Services Master Agreement for construction phase engineering services associated with the Replace Dock House at Oil Dock 10 project.
- J.** Ratify Service Agreement with Windstream Communications, LLC for Data Communications Services associated with air permitting at the Bulk Terminal.

With regard to Item I: On motion made by Mr. Engel and seconded by Mr. Zahn, the Commission approved, in accordance with the staff recommendation made at the meeting, a contract to Zeit Energy LLC, the lowest and best bidder based on bids received on July 31, 2015, for the CNG Fueling Station at the PCCA's maintenance facility.

With regard to Item **K**: On motion made by Mr. Valls and seconded by Mr. Engel, the Commission approved, in accordance with the staff recommendation made at the meeting, a Professional Services Agreement with Gahagan & Bryant Associates, Inc., for consulting services associated with coordinating and negotiating agreements with the United States Army Corps of Engineers for the construction, operation and maintenance of the Corpus Christi Ship Channel System.

With regard to item **L**: On motion made by Ms. Canales and seconded by Mr. Squires, the Commission approved, in accordance with the staff recommendation made at the meeting, an amendment to the retention agreement with Baker Wotring, LLP, for legal work associated with air permitting at the Bulk Terminal. Mr. Valls requested a report on the status of this project at the September 15 Commission meeting.

XIV.

The Executive Director reported on the following during his report: AEM Bi-National Energy Luncheon; State of Port; Strategic Plan; and upcoming Commission workshop.

XV.

Chair Hawley asked for comments from Commissioners. Mr. Valls asked how much the channel widening project would cost by itself.

At 10:39 a.m. Chair Hawley announced that the Commission would go into executive session pursuant to §551.071 and §551.072 of the Texas Government Code to deliberate agenda items 16 and 17.

At 12:03 p.m. the Commission reconvened into open session.

XVI.

This item was for executive session only: Deliberate the purchase and value of certain real property in the vicinity of the south side of the Inner Harbor.

XVII.

This item was for executive session only: Deliberate the purchase and value of certain real property in the vicinity of the south side of the Inner Harbor and related legal issues.

There being no further business, the meeting adjourned at 12:05 p.m.

**OFFICIAL MINUTES OF PORT COMMISSION MEETING
SEPTEMBER 1, 2015**

The Port Commissioners of the Port of Corpus Christi Authority convened at the Ruben Bonilla Center for Global Trade, located at 222 Power Street, Corpus Christi, Texas, on Tuesday, September 1, 2015, at 9:00 a.m., for a special called meeting of the Port Commission.

Present: Ms. Judy Hawley
Mr. Charles Zahn
Ms. Barbara Canales
Mr. David Engel
Mr. Richard Valls
Mr. Richard Bowers
Mr. Wayne Squires

Present: Mr. John P. LaRue
Mr. Sean Strawbridge
Mr. Jarl Pedersen
Ms. Patricia Cardenas
Ms. Rosie Collin
Mr. Dennis DeVries
Mr. David Krams
Ms. Nelda Olivo
Mr. Darrin Aldrich
Ms. Sherry DuBois
Ms. Angela Leyva
Mr. Eddie Martinez
Ms. Maggie Turner
Ms. Peggy Mettlen

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

Others Present: Ms. Lauren Warren
Warren Architects
Mr. Larry Urban
Urban Engineering
Mr. Chris Ramirez
Caller-Times
Mr. Rick DuPriest
W.L. Bates
Mr. Bill McCord
WKMC Architects

I.

Chair Hawley called the meeting to order and asked for conflict of interest affidavits. None were submitted.

Chair Hawley asked for public comments. Ms. Lauren Warren of Warren Architects and Larry Urban of Urban Engineering addressed the Commission on the new office facility project.

II.

On motion made by Mr. Valls and seconded by Mr. Bowers, the Commission approved, in the form presented to the meeting, the first reading of a franchise granting Cheniere Ingleside Marine Terminals, LLC, the right to cross the north bulkhead line of the La Quinta Ship Channel from property adjacent to the channel and related rights.

III.

The Commission went into workshop session to discuss the PCCA's proposed new office facility. Staff presented several options to the Commission. During the course of the workshop the following motions were made and approved by the Commission:

(1) On motion made by Mr. Engel and seconded by Mr. Bowers, the Commission eliminated the following options as presented: (i) purchase of office building in downtown area; and (ii) long-term lease of an office building in the downtown area.

(2) On motion made by Ms. Canales and seconded by Chair Hawley, the Commission eliminated the option as presented of developing the entire first-floor of the Ortiz Center.

(3) On motion made by Mr. Engel and seconded by Mr. Valls, the Commission approved focusing the new office facility study on two locations: (i) 222 Power Street; and (ii) Ortiz Center.

At the conclusion of the workshop, the Commission requested that staff review and prepare recommendations on the preferred sites using the following parameters: best site/best use; R/UDAT land use recommendations; functionality; and 15+ year outlook.

Legal counsel was also requested to develop a policy on public/private partnership procedures for the Commission's review.

There being no further business, the meeting adjourned at 11:27 a.m.

AGENDA ITEM NO. 3

Receive comments from the public.

NO ATTACHMENT

AGENDA ITEM NO. 4

*Receive committee reports: a. Security
b. Audit*

NO ATTACHMENT

AGENDA ITEM NO. 5

Receive staff reports:

- a. Water*
- b. CIP*
- c. Bulk Terminal*
- d. Environmental*

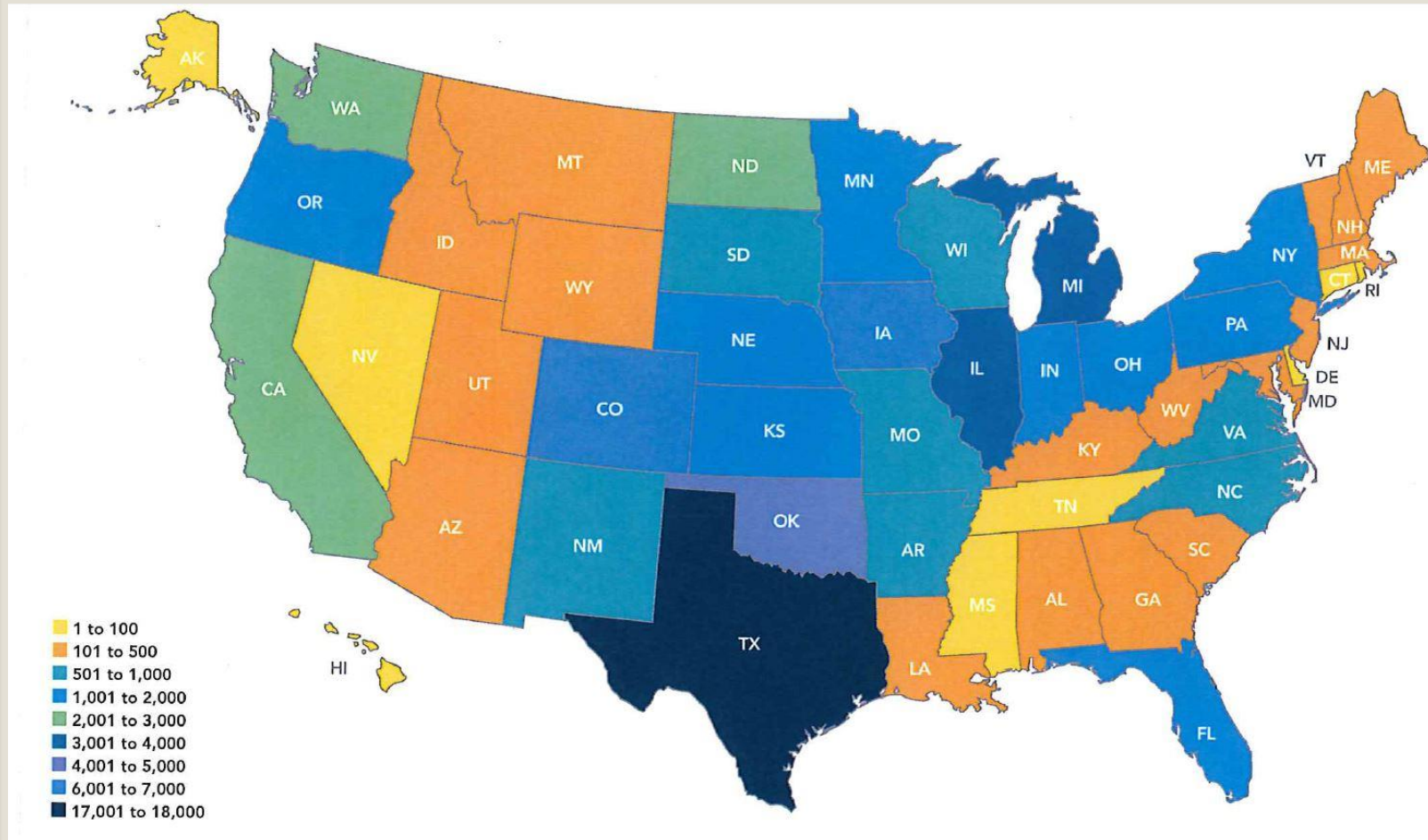
NO ATTACHMENT



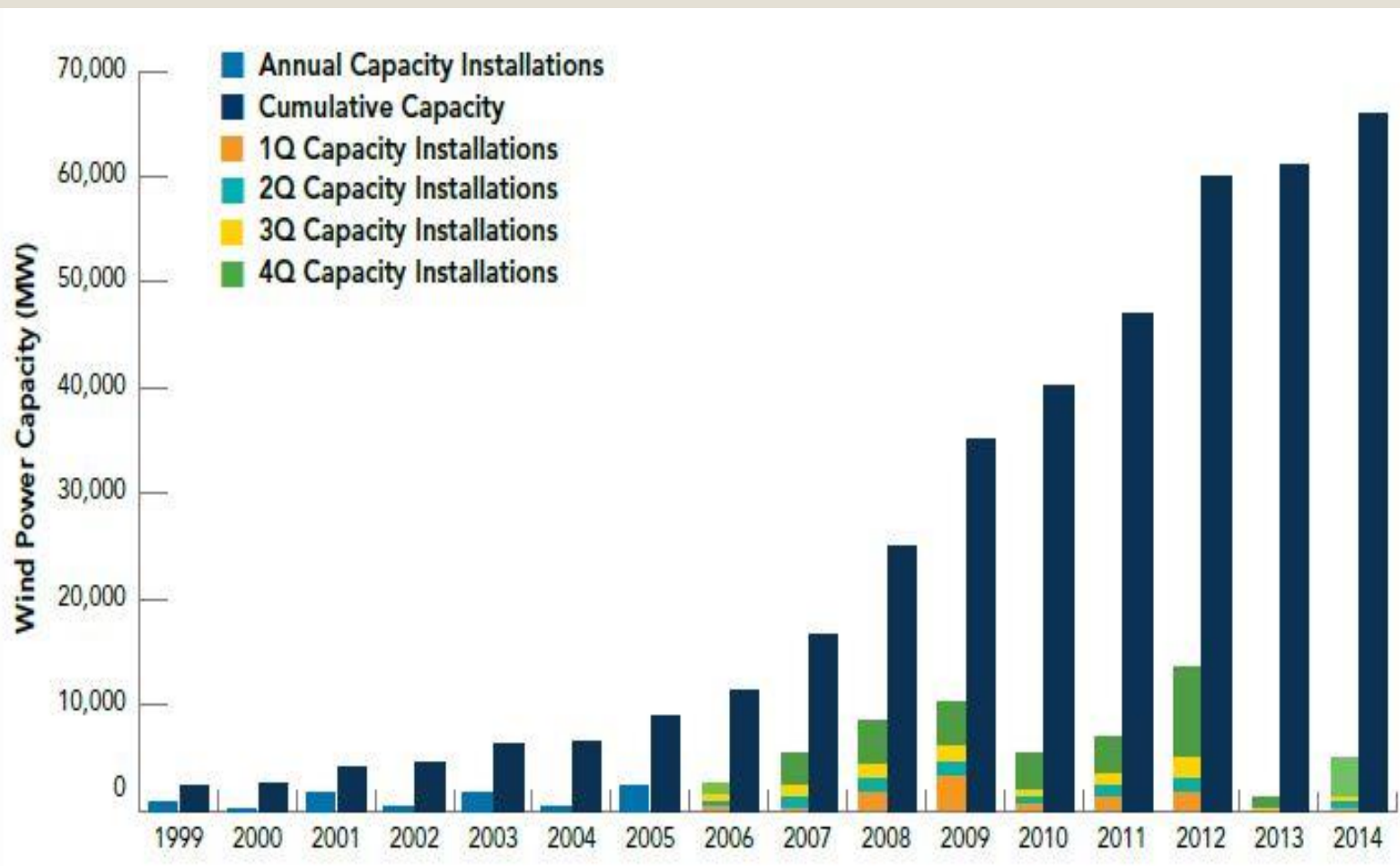
PORT CORPUS CHRISTI

Wind Turbine Cargo Update 2015 and Future Projections

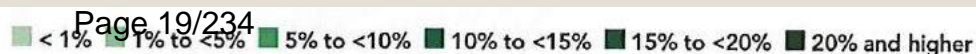
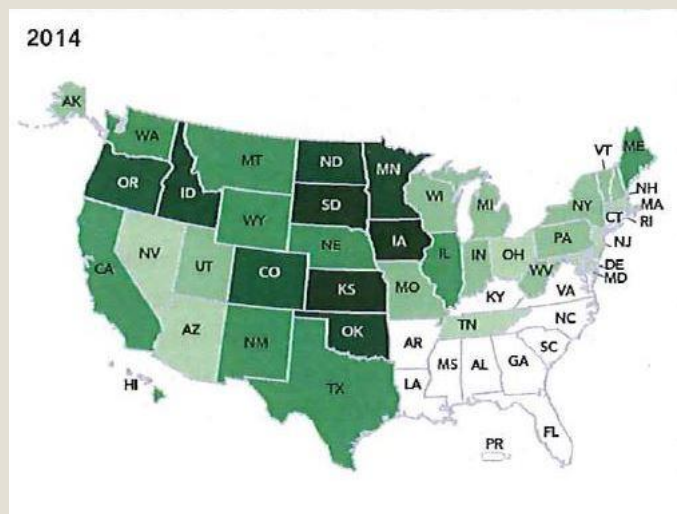
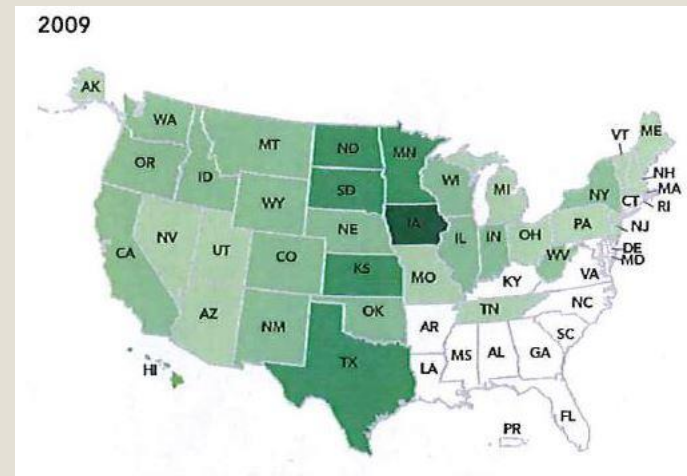
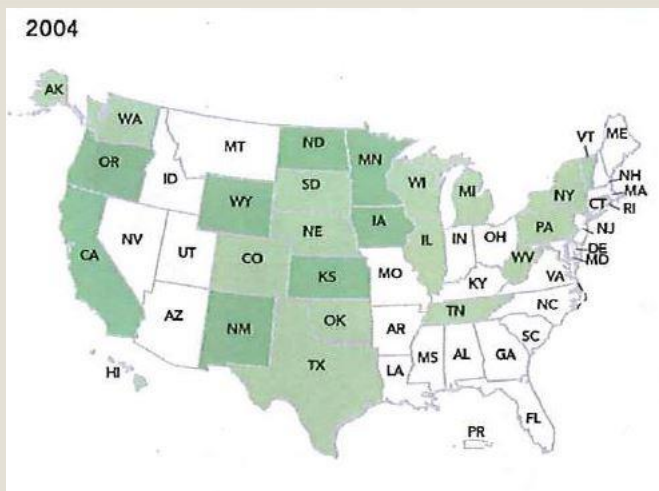
Wind Power Employment by State



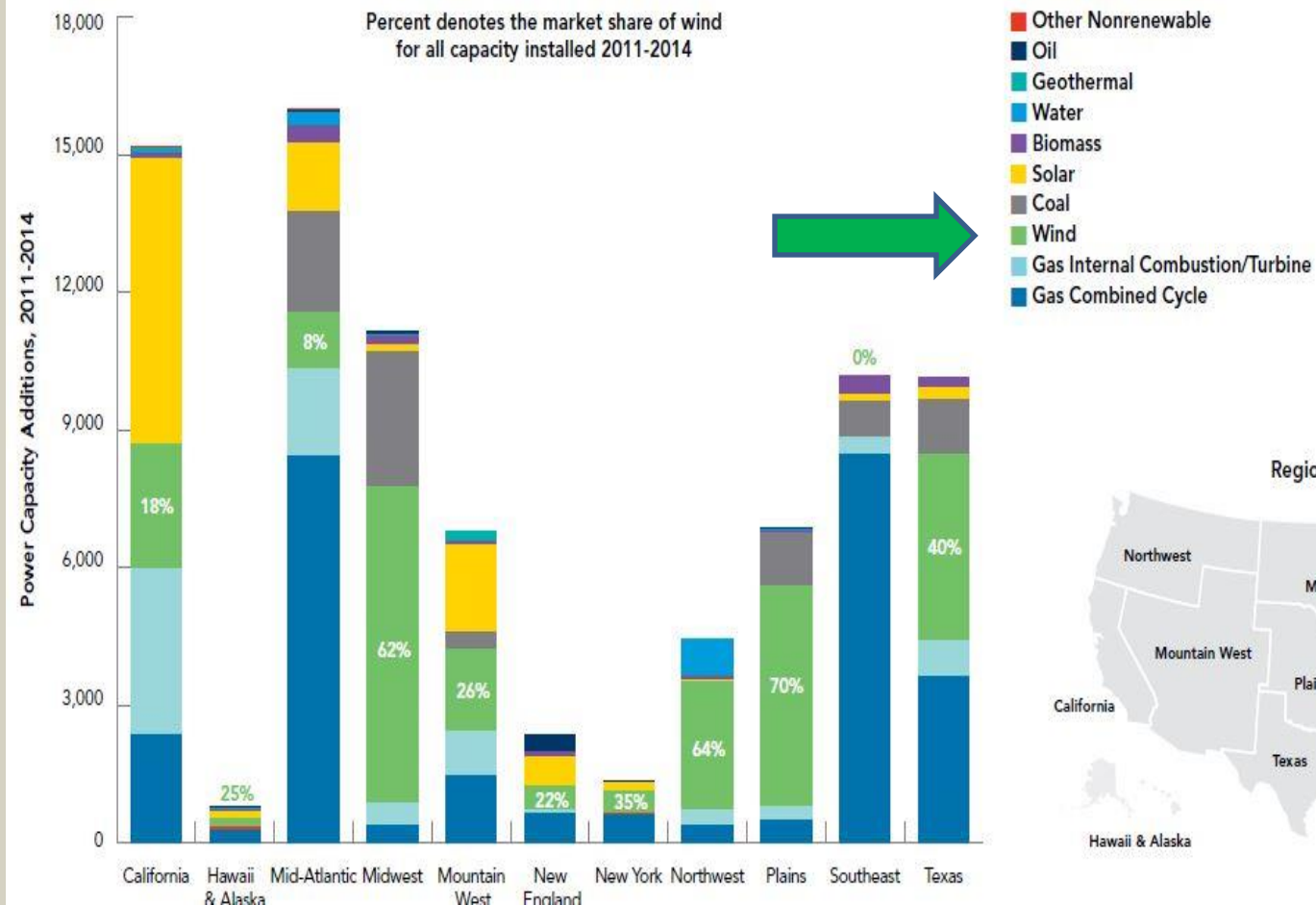
Wind Power Capacity Growth



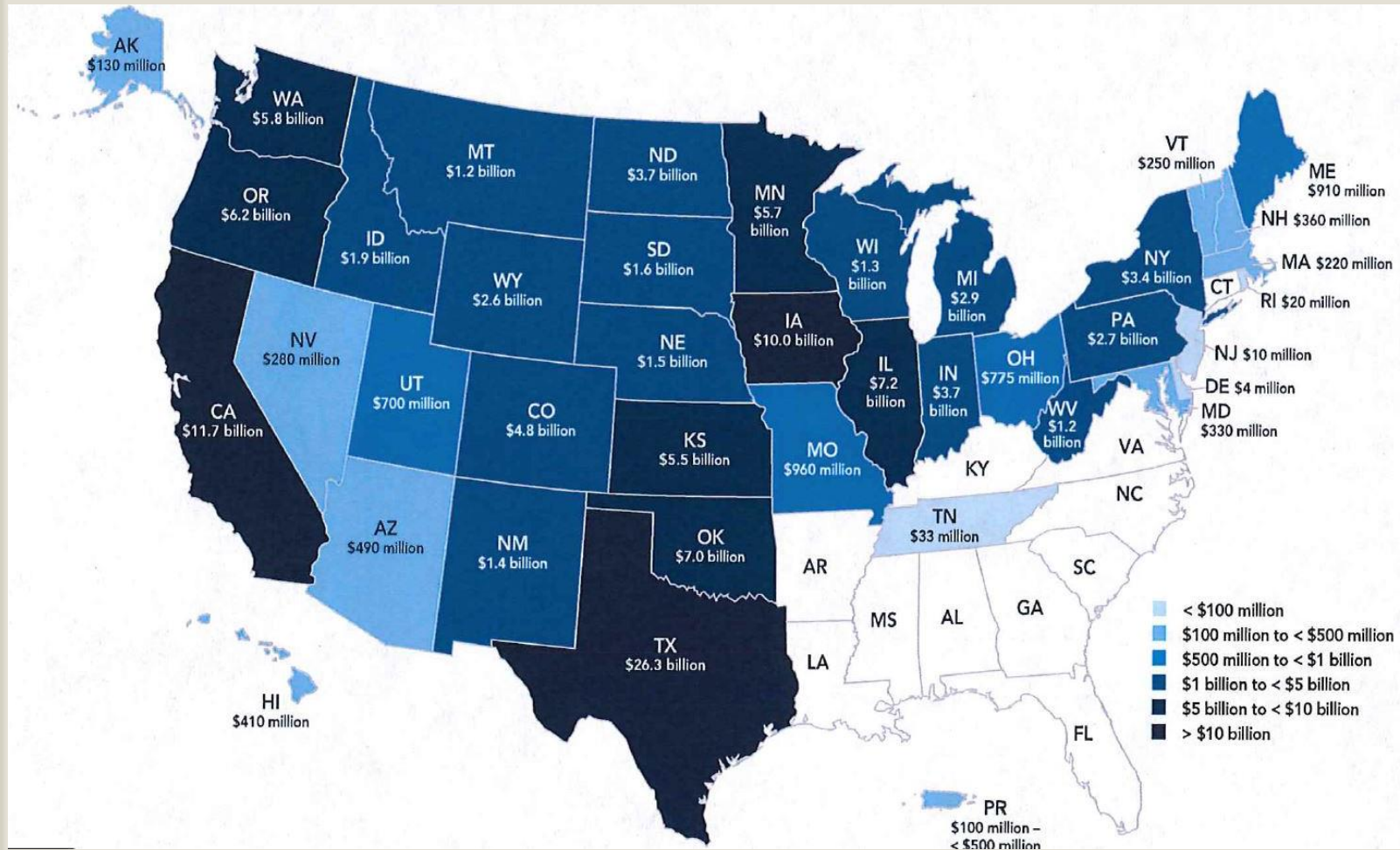
Wind Energy - % of Total Generation



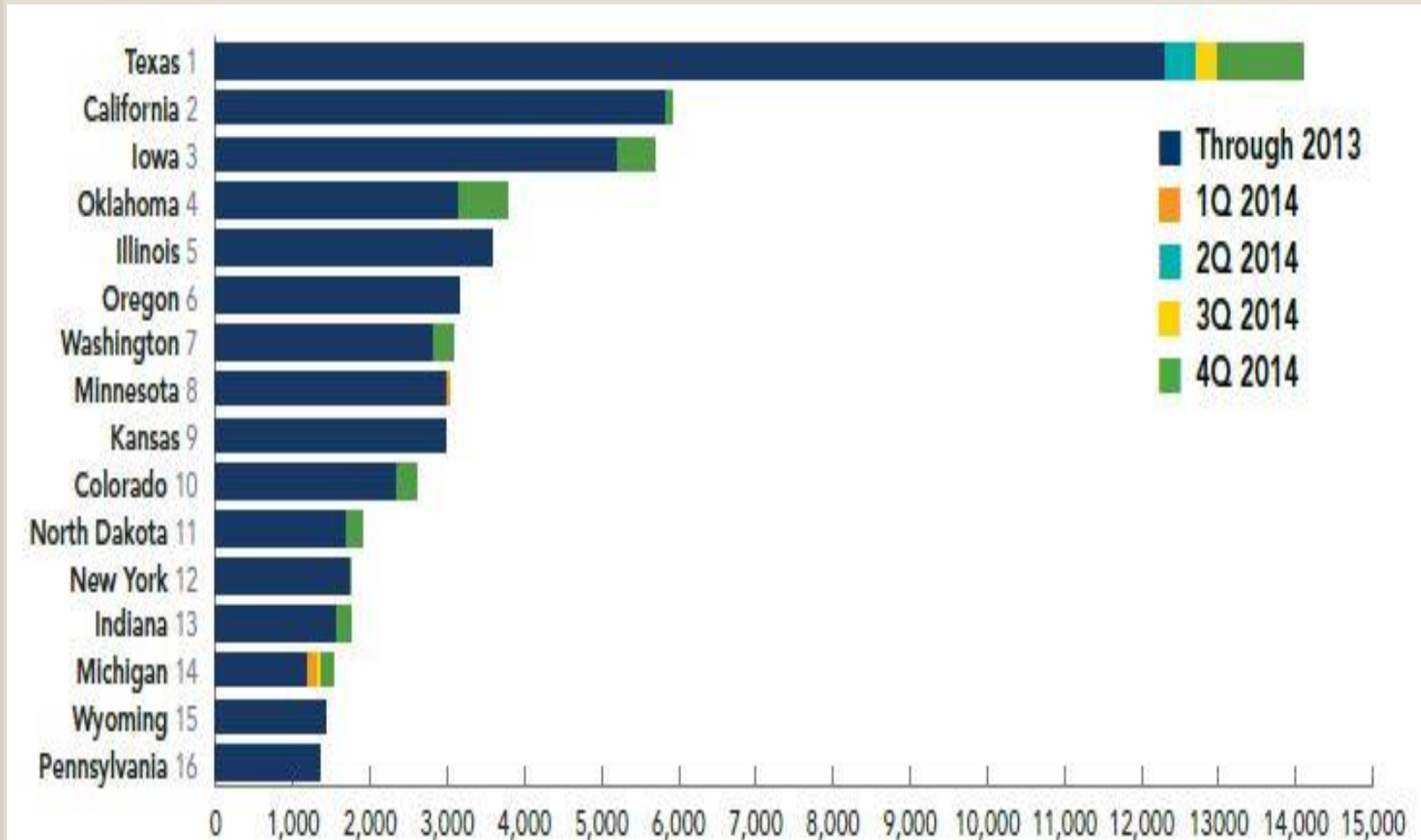
Power Capacity Additions by Region



Cumulative Wind Power Investment



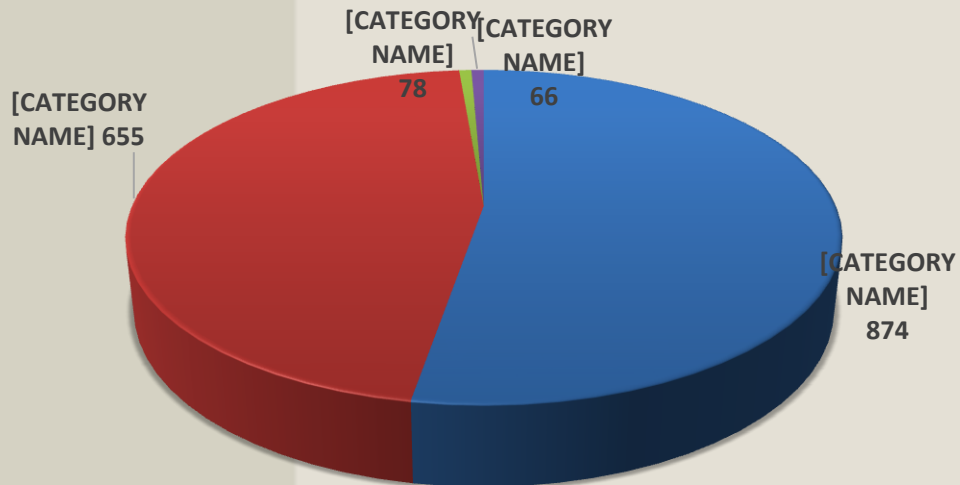
Wind Power Capacity by State



Wind Turbine Components

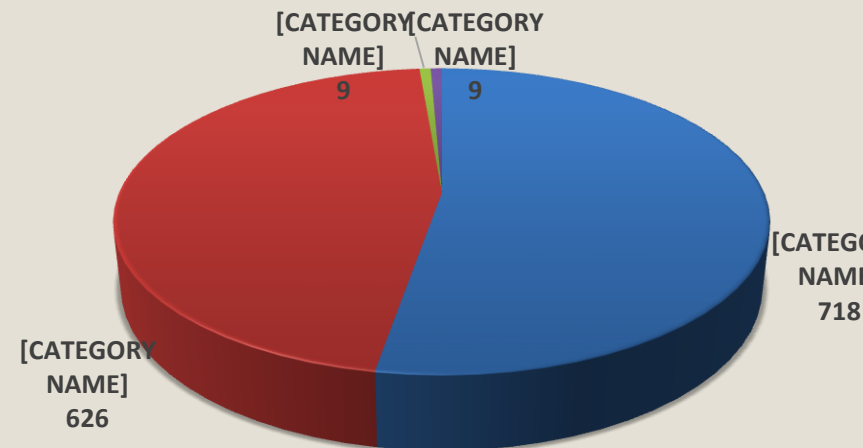
2014

Total Components: 1,693



Q1&2 2015

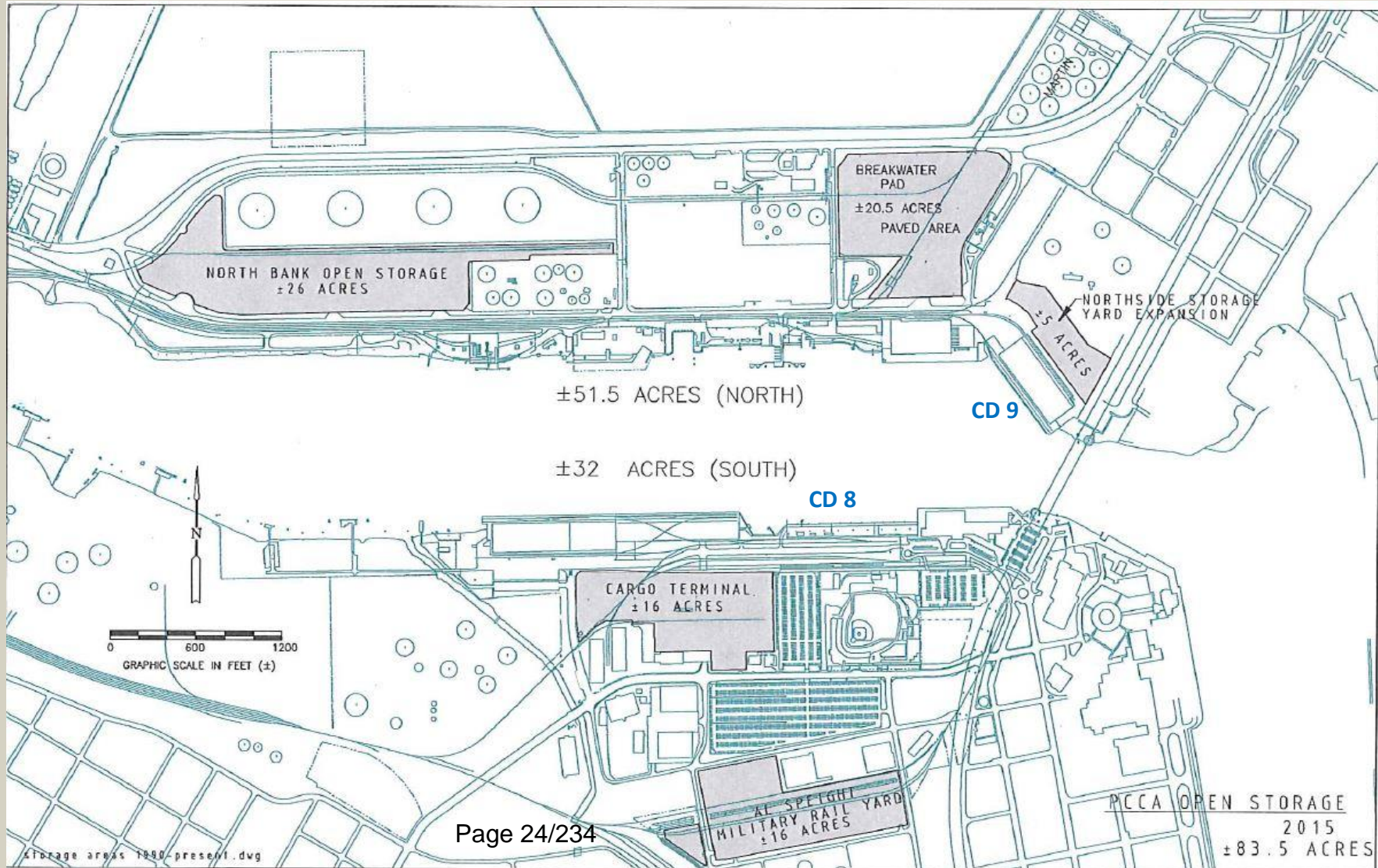
Total Components: 1,362



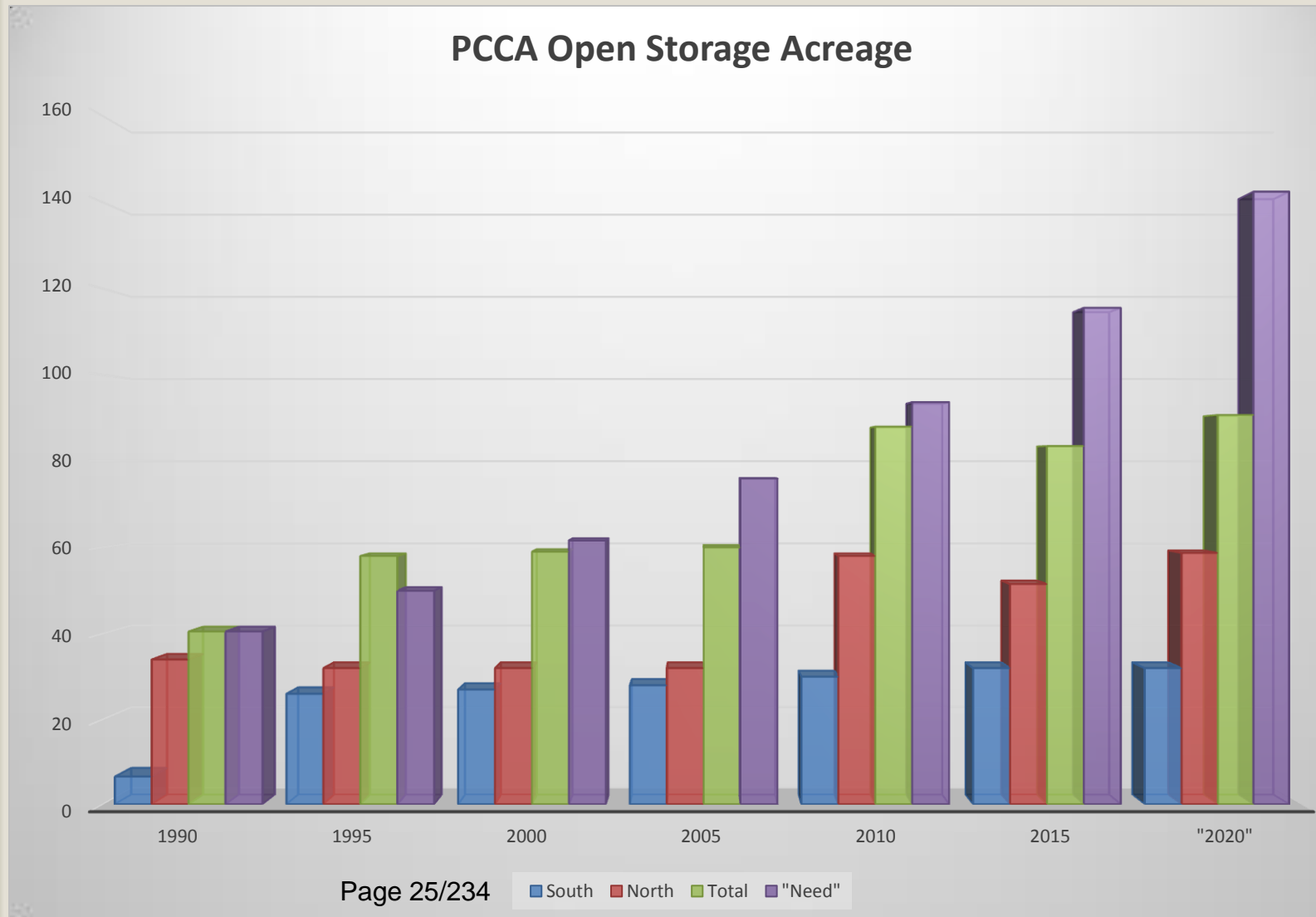
- Stevedoring companies: 2 with many years experience
- Rail transportation: 3 Class I railroads to markets across US
- Manufacturers: Top 10 worldwide using Port Corpus Christi
- Logistics providers: Top 4 with wind turbine cargo experience

Open Storage Areas & Berths

(Currently)



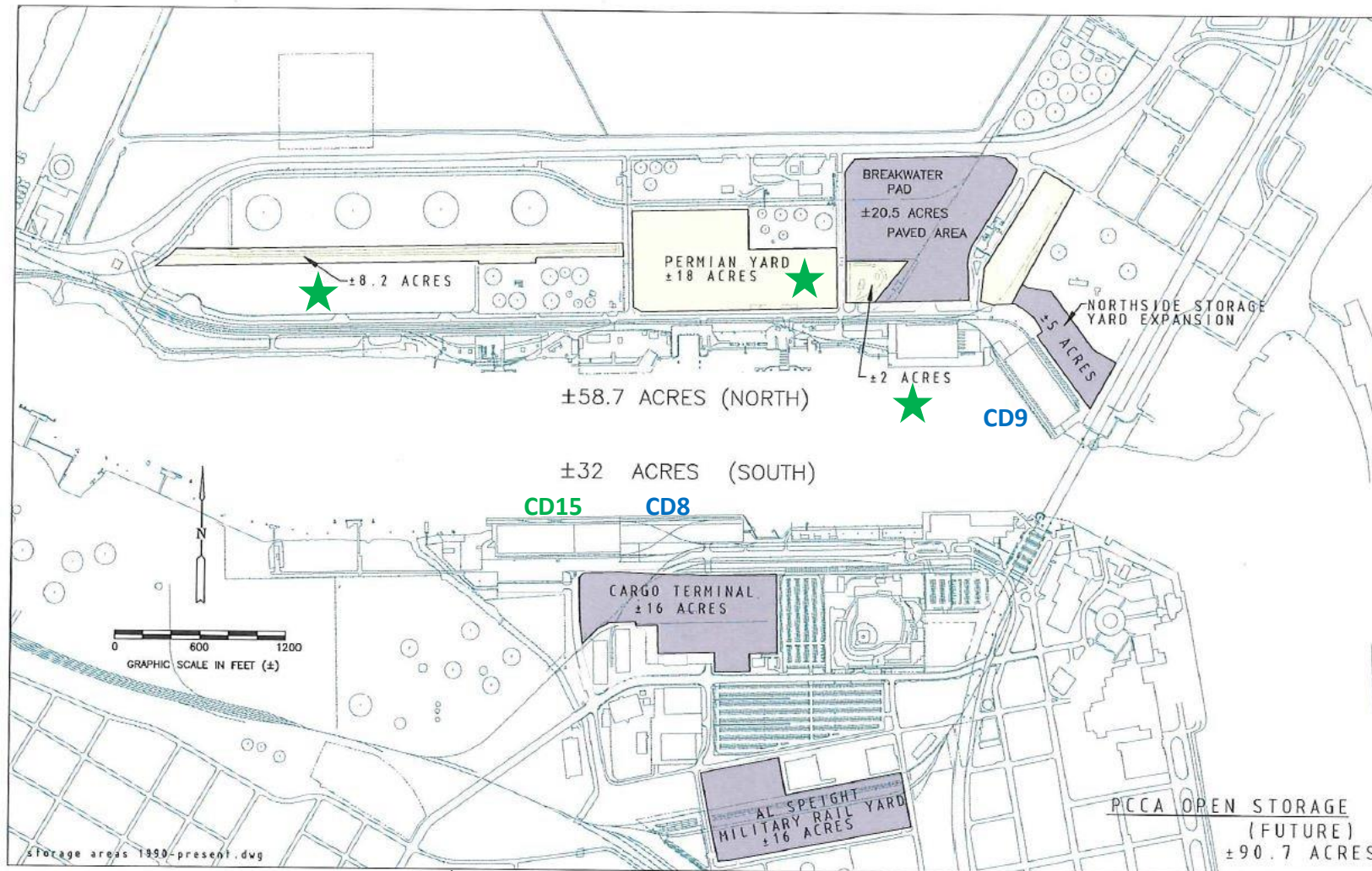
Actual Open Storage Areas and Needs based on Increase from 1990 to 2010





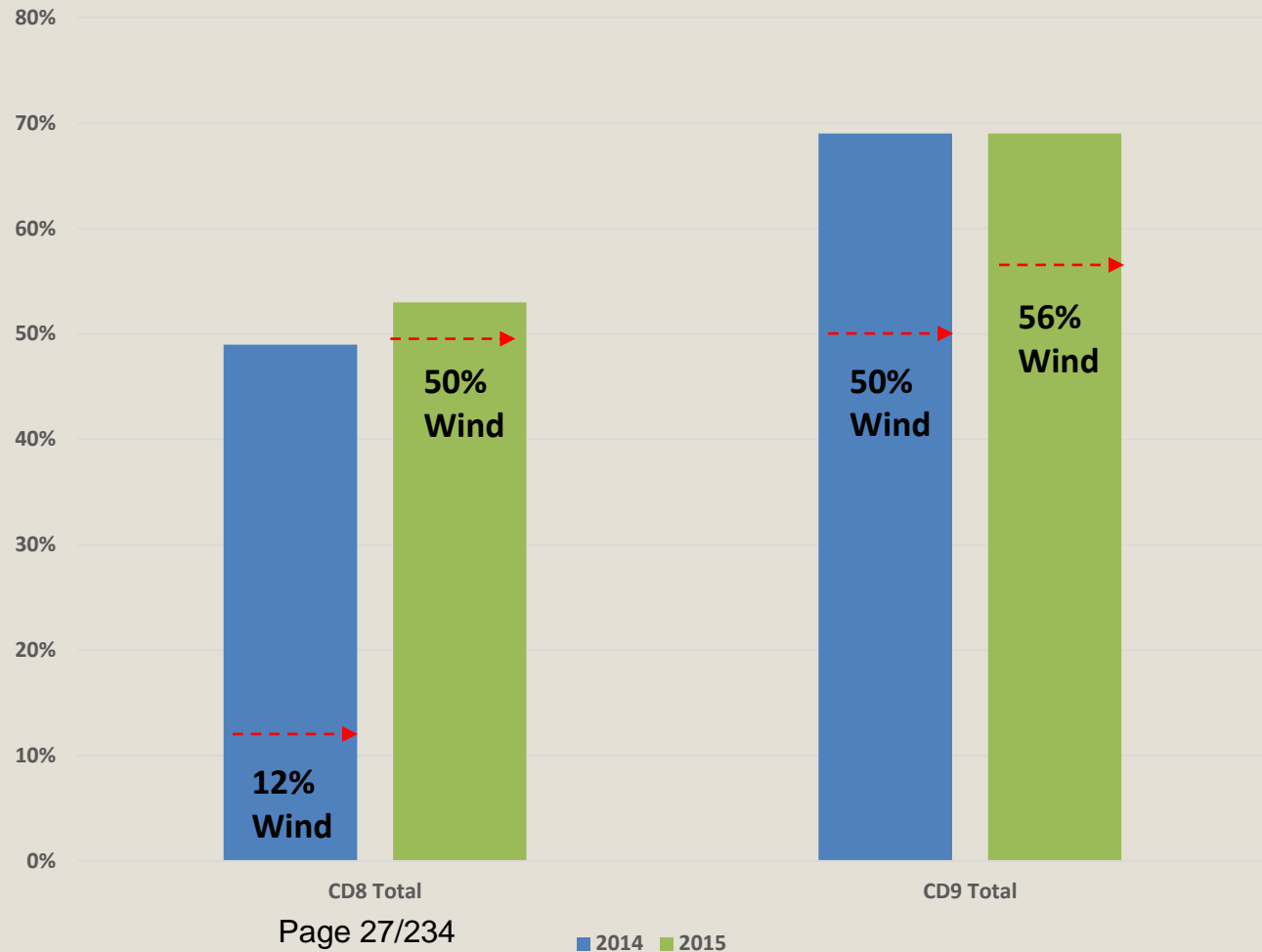
Potential Improvement Projects for New Open Storage Areas

AGENDA ITEM NO. 6

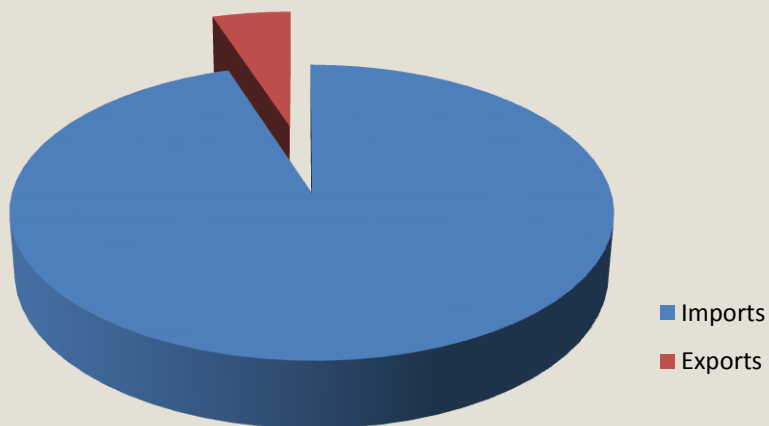
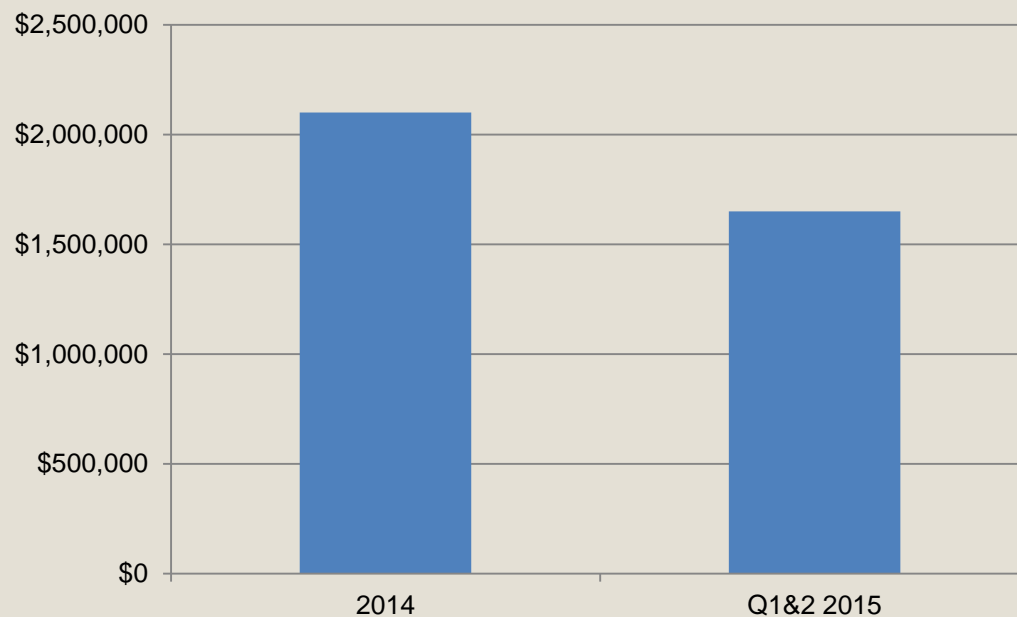


Cargo Dock Utilization

Wind Cargo Increases at General Cargo Docks

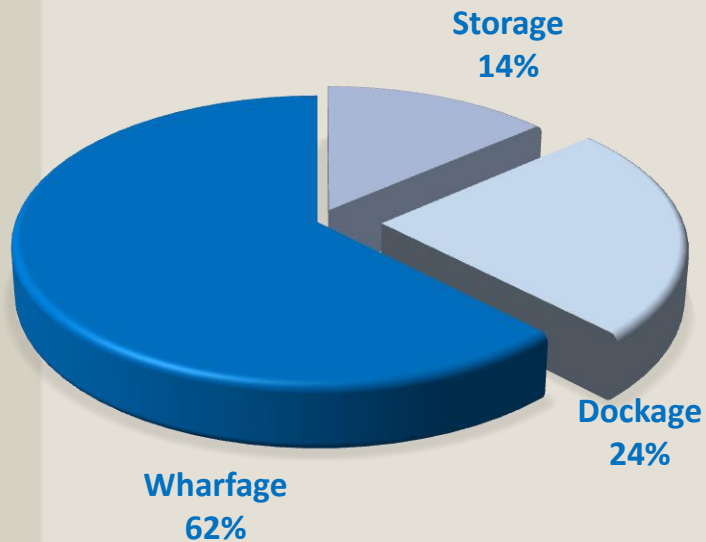


Wind Turbine Cargo Revenue

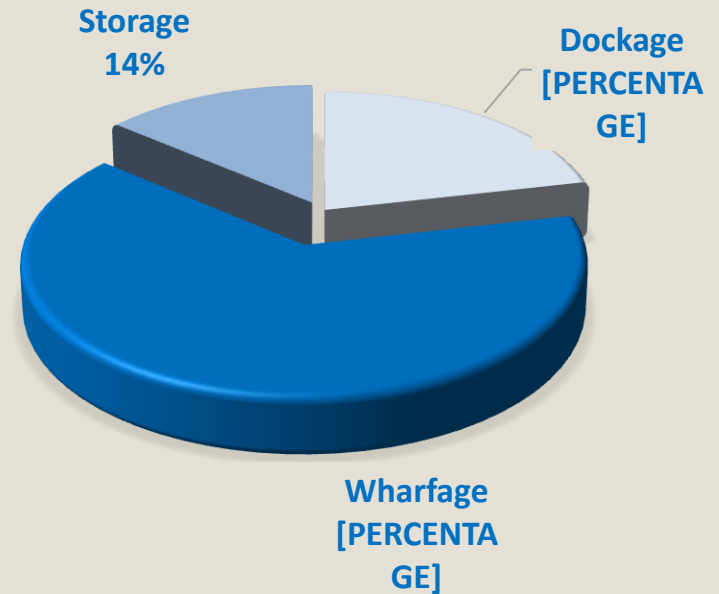


Wind Turbine Cargo Revenue Breakdown

Total 2014
\$2.165 Million

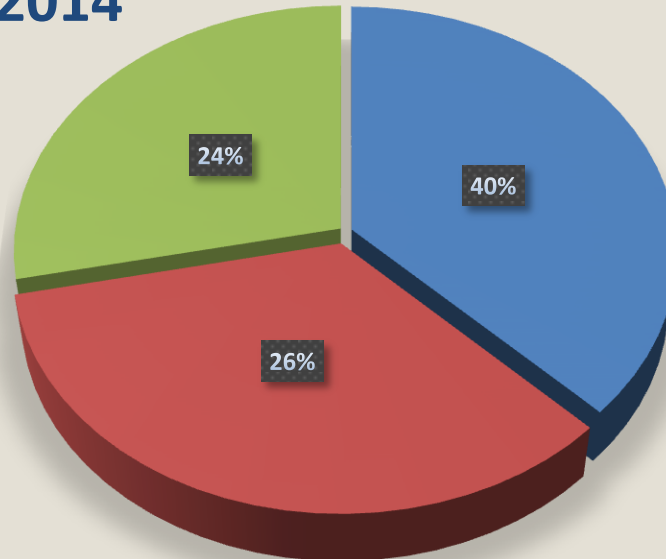


Q1&2 2015
\$1.691 Million

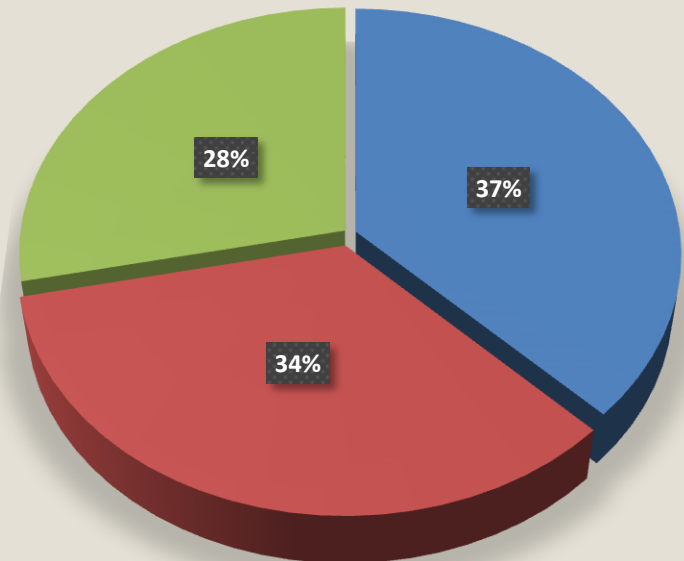


Diversification by Manufacturer

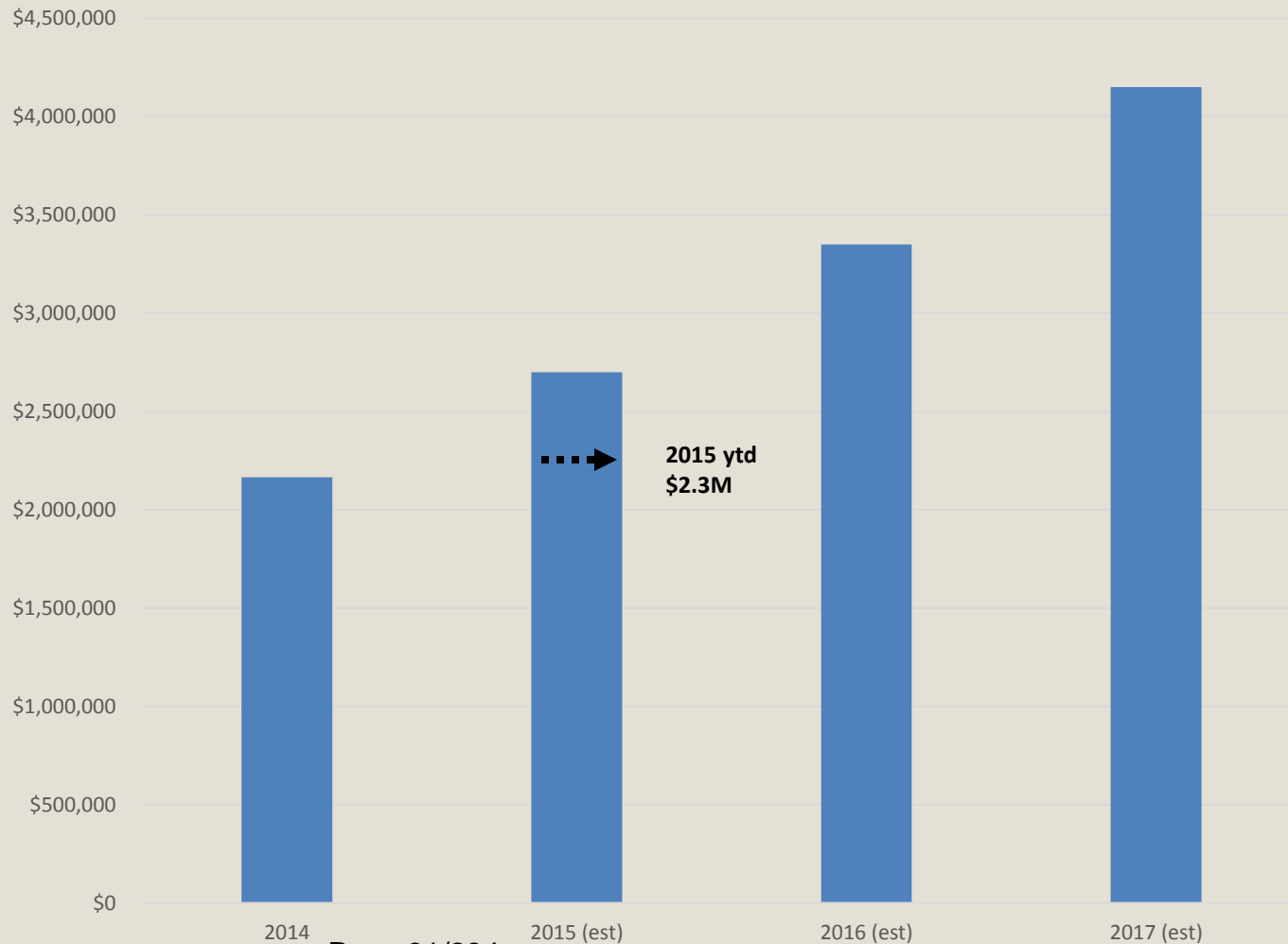
Total 2014



Q1&2 2015



Potential Future Wind Turbine Cargo Revenue based on market growth and POCC experience





Why Port Corpus Christi is the Center of Wind Industry Focus

Gulf Coast is the Breakbulk Mecca of US

Corpus Christi is the preferred Port for Wind Turbine Cargo

45' draft channel

- ✓ Short distance from sea to docks
- ✓ Infrequent fog days
- ✓ 3 Class I Railroads
- ✓ Nueces River Rail Yard (multiple unit trains)
- ✓ Easy Highway Access via Joe Fulton Corridor

Proven Wind Industry Logistics Providers

- ✓ Stevedores
- ✓ Railroads
- ✓ Trucking companies



Thank You

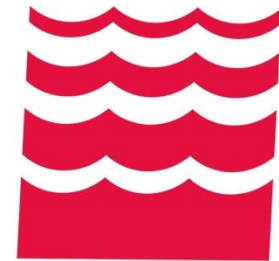


Port Industries of Corpus Christi Industrial Desal Update

15 September 2015
Port Corpus Christi Commission

*PORT INDUSTRIES
OF CORPUS CHRISTI*

Page 34/234



Why Interest in Industrial Desal?

- Period of prolonged drought and increased economic activity...
 - Concern that available water supply was impacting competitiveness of region in attracting new industry and expansions
 - Desire to reduce risk of water rationing or curtailment to operations
 - Interest in diversifying and strengthening the region's water supply

Industrial Desal Study Partners

- Corpus Christi Regional EDC
- City of Corpus Christi
- San Patricio MWD
- Port of Corpus Christi
- Chemours
- Cheniere Energy
- CITGO Refining & Chemicals
- Flint Hills Resources
- Lyondell-Basell
- OxyChem
- Sherwin Alumina
- Valero
- voestalpine Texas
- AEP Texas
- Talen Energy

Industrial Desal Concept

- Construct plant for industrial consumption
 - Capacity 10-30 MGD of non-potable water
- Customers would subscribe for output with long-term “take or pay” contracts
- Water not subject to water rationing
 - The water would be “owned” by the company paying for it
- Water exchange or “water bank” concept
 - To enable geographically distant customers to participate in project and benefit from reliability of desal production



Industrial Desal Scoping Study

- Independent assessment of feasibility and cost
- Stakeholders working in partnership
- Explores economics of developing an industrial desal plant in the region
- Examines major plant development issues
 - Size, location, permitting, etc.
- Major outputs
 - Preliminary design basis for a facility
 - Estimate of the “delivered” cost of water
- Necessary first step for the potential customers/subscribers to determine interest in participating in project



Industrial Desal Study Milestones

- ~~Letter of Intent~~ (Nov 2014)
- ~~Consultant Selection~~ (Jan 2015)
- ~~Scope of Work Refinement~~ (Mar 2015)
- ~~Data Collection and Background Investigation~~ (Jun 2015)
- ~~Project Assumptions Memorandum~~ (Aug 2015)
- Project Profiles (Sep-Oct 2015)
- Project Definition Package (Nov-Dec 2015)
- Participant “Go - NoGo” Decision Period (starts Jan 2016)

Thank you!

AGENDA ITEM NO. 8

Receive reports from the following entities on services provided this year associated with their Development Services Agreements with the PCCA:

- a. Robstown Area Development Commission.*
- b. Coastal Bend Bays and Estuaries Program.*

NO ATTACHMENT

DATE: September 15, 2015

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 9-A

Approve an Easement and Right-of-Way Agreement with AEP Texas Central Company for Electrical Distribution Lines at the La Quinta Terminal Site in Support of the Dredging Operations for Corpus Christi Liquefaction, LLC's Dock and Slip Facilities along La Quinta Channel

Earlier this year Corpus Christi Liquefaction, LLC, (CCL) initiated construction of their LNG facility located along the La Quinta Channel adjacent to the PCCA's La Quinta property. To perform the dredging associated with the construction of CCL's dock facilities, CCL selected Great Lakes Dredge and Dock Company, LLC, which will perform the work with an electric powered dredge. Great Lakes has contracted with AEP Texas Central Company to provide temporary electrical service for the dredge and AEP approached PCCA staff for a non-exclusive easement to extend AEP's existing electrical service, located on the east side of the PCCA's La Quinta property, from AEP's Hecker substation to the site of Great Lakes' proposed portable electrical substation and support equipment, as shown on the attached exhibit.

AEP and PCCA staff negotiated and PCCA legal counsel approved the attached Easement and Right-of-Way Agreement. The agreement requires that any improvements provided within the easement will be removed upon the completion of the CCL dredging project at no cost to the PCCA. Separate discussions and negotiations are under way with Great Lakes Dredge and Dock Company, LLC, for a lease agreement and access to and from a proposed substation and equipment site. It is anticipated that the lease agreement will be brought to the Commission in October 2015 for review and approval.

Staff recommends approval of the attached Easement and Right-of-Way Agreement with AEP Texas Central Company so that AEP may proceed with the design and installation of the power lines to serve Great Lakes Dredge and Dock Company, LLC, during Corpus Christi Liquefaction, LLC's dredging project.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com

EASEMENT AND RIGHT OF WAY

THIS EASEMENT AND RIGHT OF WAY ("Agreement") is made this ____ day of _____, 2015, between **PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS**, a navigation district and political subdivision of the State of Texas ("Authority"), and **AEP TEXAS CENTRAL COMPANY**, a Texas corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 ("Grantee").

RECITALS:

A. Authority is the owner of that certain tract of land situated in San Patricio County, Texas, and more particularly described in Exhibits "A-1" and "A-2" and depicted on Exhibits "B-1" and "B-2" attached hereto and incorporated herein by this reference for all purposes (the "Easement Area").

B. Corpus Christi Liquefaction, LLC, a Delaware limited partnership, desires to conduct initial, new work dredging operations for its marine berth located along the La Quinta Channel (the "CCL Dredging Project") which will be conducted by Great Lakes Dredge and Docks Company, LLC.

C. In order to provide electrical power to the dredge for the CCL Dredging Project, Grantee needs a non-exclusive easement and right of way to install, and maintain Facilities (as defined below) on, over and across the Easement Area.

FOR AND IN CONSIDERATION of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, during the hereinafter defined Term, Authority does hereby, subject to the terms and conditions of this Agreement, and for the benefit of the CCL Dredging Project, grant, sell, bargain and convey unto Grantee and its successors and assigns: (i) a non-exclusive easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, crossarms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) (collectively called the "Facilities") over, under, and across the Easement Area; and (ii) the right of ingress and egress over, under and across and upon the Easement Area and Authority's adjacent land, as coordinated and approved by Authority, but in no event through any leased properties, for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; which lines shall maintain a minimum clearance of 36 feet at the lowest point of the conductor where they cross any roadway, whether now existing or constructed at any time during the term of this Agreement, in the alternative Grantee may bury the lines under the roadways or railroads; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from the Easement Area all trees and parts thereof, using generally accepted vegetation management practices, (whether from the Easement Area or that could grow into the Easement Area) which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances or ingress and egress to, from or along the Easement Area, any structures and obstructions should not be removed without prior permission from Authority, which permission shall not be unreasonably withheld; provided however Grantee shall promptly restore Authority's adjacent land to its previous physical condition if changed by use of the rights granted herein (the said rights, easements, privileges, rights-of-way and rights of ingress and egress being hereinafter referred to as the "Easement").

NOW, THEREFORE, the grant of the Easement and the use thereof by Grantee and its successors and assigns are subject to the following conditions and limitations:

1. **RIGHTS TO USE.** Authority reserves the right to use the Easement Area subject to said Easement in any way that will not unreasonably interfere with Grantee's exercise of the non-exclusive rights hereby granted.

2. TERM/TERMINATION. The rights, privileges and obligations associated with the Easement shall automatically cease and terminate, and the rights herein granted shall revert automatically to Authority upon the completion of the CCL Dredging Project (the "Term"), in no event shall the Term exceed three (3) years from the date hereof. In the event Grantee ceases to use the Easement Area or abandons same for a period of 12 consecutive months during the Term, this Easement shall automatically cease and terminate, and the rights herein granted shall revert automatically to Authority. Upon termination, Grantee shall remove the Facilities, save and except those that Grantee and Authority agreed to leave in place. Upon termination of this Easement, and written request from Authority, Grantee shall file a document releasing the Easement in the Official Public Records of San Patricio County, Texas.
3. RELOCATION/BURYING OF FACILITIES. Notwithstanding anything in this Agreement to contrary, upon written request by Authority, Grantee shall, at Grantee's expense, relocate or bury the Facilities within the Easement Area.
4. COMPLIANCE WITH ALL LAWS. The rights and privileges associated with the Easement granted under this Agreement shall not be exercised in a manner so as to violate any standards or provisions of any applicable common law or legislation, or the rules, regulations or policies of any regulatory body, whether Federal, State municipal or county, including without limitation, applicable standards, legislation, rules and regulations relating to the protection of the environment.
5. TITLE EXCEPTIONS. The Easement is further made subject to any restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Area whether or not appearing of record in the Official Public Records of San Patricio County, Texas, to the extent that said items and matters are in effect and validly enforceable against the Easement.
6. WARRANTY OF TITLE. Subject to the matters set forth in Section 5, Authority warrants that it has title to the Easement Area, that it has lawful right and authority to grant to Grantee the Easement, and that during the Term it will 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.
7. EXHIBITS. All Exhibits attached hereto are hereby incorporated herein by this reference and made a part hereof for all purposes.
8. NOTICE. Any notice or demand which either party hereto may desire to serve upon the other shall be sufficiently served if deposited in the United States mail, postage prepaid and certified or registered, or delivered to a regularly established courier service, or hand delivered, addressed, in the instances of Authority to:

If to Authority: Port of Corpus Christi Authority
Attn: Executive Director
222 Power Street
P.O. Box 1541
Corpus Christi, Texas 78403
Fax: (361) 881-5155

If to Grantee: AEP Texas Central Company
c/o Distribution Right-of-Way Agent
P.O. Box 2121
Corpus Christi, Texas 78403

or to such other address which a party may notify in writing to the other. Such notice shall be deemed to have been served upon receipt thereof by the party to whom such notice is given.

9. SEVERABILITY/INTERPRETATION. In case any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.
10. COUNTERPARTS. This Agreement may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this document to physically form one document, which may be recorded.

[Signatures appear on next page]

EXECUTED this _____ day of September, 2015

GRANTOR:

PORT OF CORPUS CHRISTI AUTHORITY

By: _____
John P. LaRue, Executive Director

GRANTEE:

AEP TEXAS CENTRAL COMPANY

By: _____
Thomas M. Coad, Vice President of Distribution
Region Operations

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on this ____ day, September, 2015, by John P. LaRue, Executive Director of the Port of Corpus Christi Authority.

Notary Public, State of Texas

Commission Expires: _____

STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on this ____ day, September, 2015, by Thomas M. Coad, Vice President of Distribution Region Operations of the AEP Texas Central Company.

Notary Public, State of Texas

Commission Expires: _____

AFTER RECORDING, PLEASE RETURN TO:

AEP
% Distribution Right-Of-Way Agent
P.O. Box 2121
Corpus Christi, Texas 78403



9510 Leopard St. Corpus Christi, TX 78409

www.govinddevelopment.com

Office: (361) 241-2777 • Fax: (361) 241-2200

September 4, 2015

15CHO0155

**EXHIBIT A-1
METES AND BOUNDS DESCRIPTION
OF A
10' WIDE AEP TEMPORARY EASEMENT
1.622 ACRES**

Being a 10 foot wide AEP temporary easement located within a Port of Corpus Christi Authority 930.28 acre tract recorded in Document No. 199805467, Official Public Records of Nueces County, Texas and Clerk File No. 458816, Official Public Records, San Patricio County, Texas, and being out of T.T. Williamson Surveys Abstract Numbers 287, 288, and 289, San Patricio County, Texas, and this temporary easement being more particularly described by metes and bounds as follows:

Beginning at the southeast corner of this easement said corner having a NAD' 83, State Plane Grid Coordinate of N 17,213,706.75', E 1,379,885.18', Texas South Zone in U.S. feet and said corner bearing N 17-44-17 W, 347.55 feet, S 72-15-43 W, 8.50 feet, from a found concrete monument on the east boundary of said 930.28 acre tract, the same being the west boundary of a Sherwin Alumina 44.72 acre tract recorded in Document No. 2006043532, O.P.R.N.C.T. and Clerk File No. 490819, O.P.R.S.P.C.T.;

Thence S 72-15-43 W with the south boundary of this easement, 10.00 feet, to the southmost southwest corner of this easement;

Thence N 17-44-17 W with the west boundary of this easement and running 18.50 feet west of and parallel to the east boundary of said 930.28 acre tract, 6722.00 feet, to an interior corner of this easement;

Thence S 72-15-43 W, 232.90 feet, to the northmost southwest corner of this easement, said corner being on the east boundary of an electrical substation tract;

Thence N 17-44-17 W with the west boundary of this easement, the same being the east boundary of said substation tract, 10.00 feet, to the southmost northwest corner of this easement, the same being the northeast corner of said substation tract;

Thence N 72-15-43 E with a north boundary of this easement, 232.90 feet, to an inside corner of this tract;

Thence N 17-44-17 W with a west boundary of this easement, 100.00 feet, to the northmost northwest corner of this easement;

Thence N 72-15-43 E with the north boundary of this easement, 10.00 feet, to the northeast corner of this easement;

Thence S 17-44-17 E with the east boundary of this easement and running 8.50 feet west of and parallel to the east boundary of said 930.28 acre tract, the same being the west boundary of said 44.72 acre tract and

also running approximately 9.0 feet west of and parallel to an existing line of power poles, 6832.00 feet, to the point of beginning and containing 1.622 acres of land, more or less.

Notes:

1. Bearings are State Plane Grid.
2. Field locations surveyed by Govind Development, LLC on September 2, 2015 after field visit with AEP personnel.
3. Drawing accompanies this metes and bounds description.

GOVIND DEVELOPMENT, LLC



George Rubalcaba, RPLS, LSLS
Survey Group Manager 9/4/15





44.72 ACRES
DOC.# 2006043532
O.P.R.N.C.T.
C.F.# 490819
O.P.R.S.P.C.T.

SEE
DETAIL: "A"

ELECTRICAL
SUBSTATION

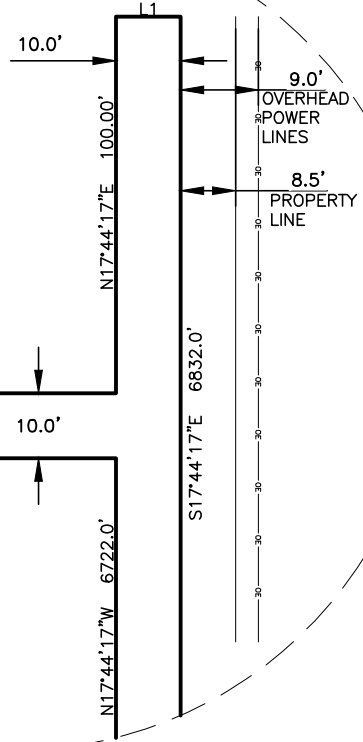
POWER POLE
SUPPLYING POWER
TO VOESTALPINE

SEE
DETAIL: "B"

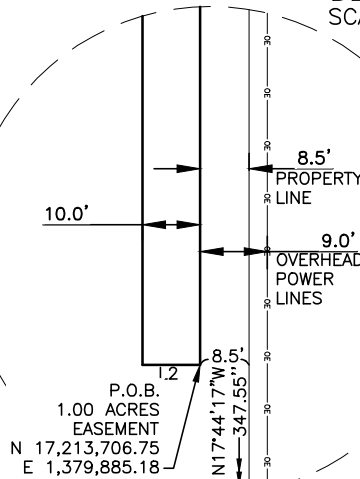
P.O.C.C.A.
930.28 ACRES
DOC.# 1998005467
O.P.R.N.C.T.
C.F.# 458816
O.P.R.S.P.C.T.

1400.0'

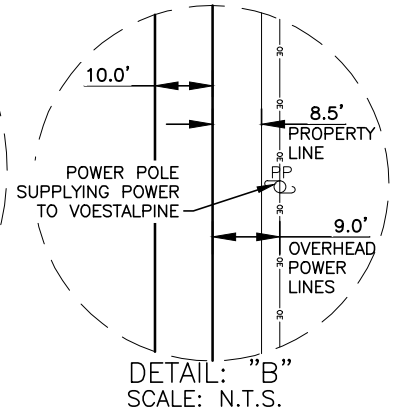
SEE
DETAIL: "C"



DETAIL: "A"
SCALE: N.T.S.



DETAIL: "C"
SCALE: N.T.S.



DETAIL: "B"
SCALE: N.T.S.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N72°15'43"E	10.00
L2	S72°15'43"W	10.00
L3	N17°44'17"W	10.00

NOTES:

1. DESCRIPTION IS BASED ON AEP PROVIDED EASEMENT LIMITS CRITERIA AND RECORDED DEED RECORDS.
2. BEARINGS ARE STATE PLANE GRID
3. METES AND BOUNDS EXHIBIT ACCOMPANIES THIS DRAWING.

9/04/15

0 200' 400'
SCALE: 1"= 400'

EXHIBIT B-1

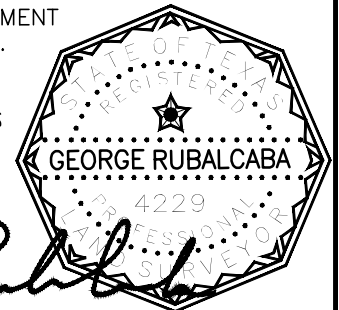
SHEET 1 OF 1

DRAWN BY SMF DATE 9/02/15
CHECKED BY GR REV
SCALE: AS NOTED

A.E.P.
TEMPOARY ELECTRICAL EASEMENT
1.622 ACRES

SAN PATRICIO

TEXAS



GOVIND
DEVELOPMENT, LLC
ENGINEERING DIVISION



9510 Leopard St. Corpus Christi, TX 78409

www.govinddevelopment.com

Office: (361) 241-2777 • Fax: (361) 241-2200

September 4, 2015

15CHO0155

**EXHIBIT A-2
METES AND BOUNDS DESCRIPTION
OF A
10' WIDE AEP TEMPORARY EASEMENT
0.195 ACRES**

Being a 10 foot wide AEP temporary easement located within a Port of Corpus Christi Authority 930.28 acre tract recorded in Document No. 199805467, Official Public Records of Nueces County, Texas and Clerk File No. 458816, Official Public Records, San Patricio County, Texas, and being out of T.T. Williamson Survey Abstract Number 288, San Patricio County, Texas, and this temporary easement being more particularly described by metes and bounds as follows:

Beginning at the northeast corner of this easement, said corner having a NAD' 83, State Plane Grid Coordinate of N 17,212,243.12', E 1,379,918.23', Texas South Zone in U.S. feet and said corner bearing S 03-34-29 W, 1138.00 feet, N 86-25-31 W, 10.00 feet, from a found concrete monument on the east boundary of said 930.28 acre tract, the same being the west boundary of a Sherwin Alumina 44.72 acre tract recorded in Document No. 2006043532, O.P.R.N.C.T. and Clerk File No. 490819, O.P.R.S.P.C.T.;

Thence S 03-34-29 W with the east boundary of this easement and running 10.00 feet west of and parallel to the east boundary of said 930.28 acre tract, the same being the west boundary of said 44.72 acre tract, 850.00 feet, to the southeast corner of this easement;

Thence N 86-25-31 W with the south boundary of this easement, 10.00 feet, to the southwest corner of this easement;

Thence N 03-34-29 E with the west boundary of this easement and running 20.00 feet west of and parallel to the east boundary of said 930.28 acre tract, the same being the west boundary of said 44.72 acre tract, 850.00 feet, to the northwest corner of this easement;

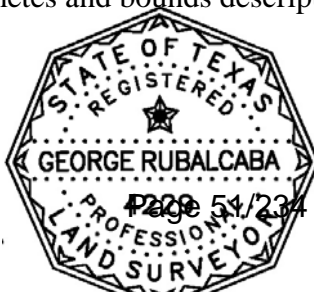
Thence S 86-25-31 E with the north boundary of this easement, 10.00 feet, to the point of beginning and containing 0.195 acres of land, more or less.

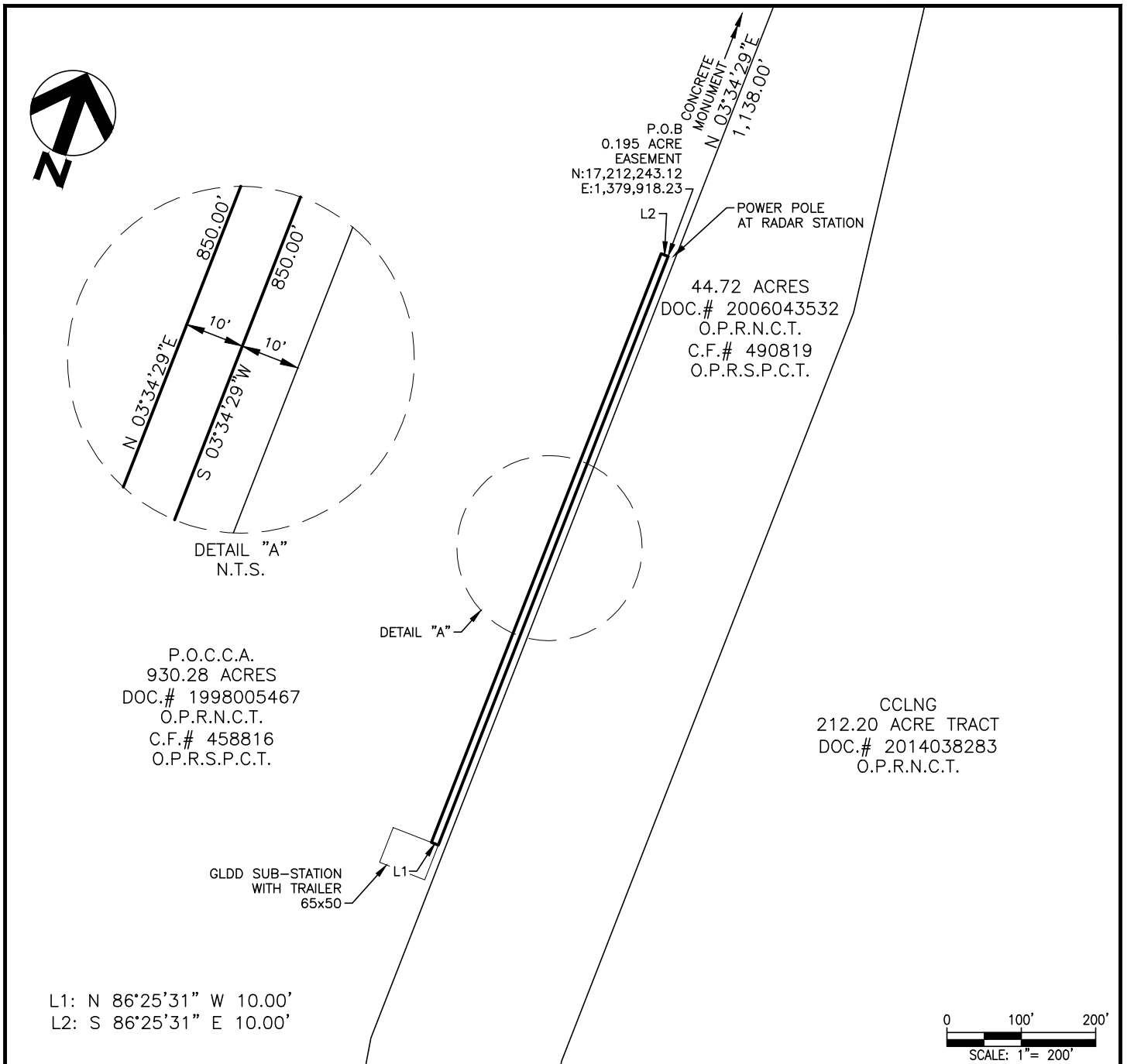
Notes:

1. Bearings are State Plane Grid.
2. Field locations surveyed by Govind Development, LLC on September 2, 2015 after field visit with AEP personnel.
3. Drawing accompanies this metes and bounds description.

GOVIND DEVELOPMENT, LLC

George Rubalcaba, RPLS, LSLS
Survey Group Manager 9/8/15





NOTES:

1. DESCRIPTION IS BASED ON AEP PROVIDED EASEMENT LIMITS CRITERIA AND RECORDED DEED RECORDS.
2. BEARINGS ARE STATE PLANE GRID
3. METES AND BOUNDS EXHIBIT ACCOMPANIES THIS DRAWING.

9/04/15

George Rubalcaba

STATE OF TEXAS
REGISTERED
GEORGE RUBALCABA
229
LAND SURVEYOR

EXHIBIT B-2

SHEET 1 OF 1

DRAWN BY BLJ	DATE 9/02/15
CHECKED BY GR	REV
SCALE: AS NOTED	

SAN PATRICIO

AEP
TEMPORARY ELECTRICAL EASEMENT
0.195 ACRE

Page 52/234

TEXAS

GOVIND
DEVELOPMENT, LLC
ENGINEERING DIVISION

DATE: September 15, 2015

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 9-B

**Award Contract to Cruz Maintenance & Construction Inc.
Lowest and best bidder based on bids received on August 28, 2015,
for the Bulk Terminal Office Renovation project**

The existing Bulk Terminal office building consists of several offices, storage space, a locker room, showers, a kitchen, and a break room used by Bulk Terminal personnel on a daily basis. This facility is in need of interior improvements and staff developed a project to renovate outdated equipment and finishes; staff included \$140,000 in the 2015 budget towards this end.

During the project's design phase, staff recognized that the costs to perform the needed improvements and upgrades was going to exceed the original construction cost estimated, so the contract documents were structured with a Base Bid to address the highest priority and originally envisioned required upgrades, and three Additive Bid Items for additional recommended work. The Base Bid consists of the demolition and replacement of kitchen cabinets, interior doors, bathroom fixtures, acoustical suspended ceiling, aluminum windows, toilets and urinals, and lighting fixtures and adding drywall, texture, and paint throughout most of the facility. To expedite the renovation work and minimize impacts to the Bulk Terminal operations, the contractor will provide two 800 square-foot temporary office trailers with bathrooms and meeting space. The scope of work for the Additive Bid Items consists of replacing eight additional doors and frames (Additive Bid Item 1), replacing selected areas of the exterior metal wall panels, gutters and downspouts (Additive Bid Item 2), and performing significant upgrades to the HVAC system (Additive Bid Item 3).

On August 28, 2015, we received five responses to our Notice to Bidders (see attached Bid Tabulation). Cruz Maintenance & Construction Inc. submitted the lowest bid with a Base Bid in the amount of \$218,847, Additive Bid Item 1 in the amount of \$9,420, Additive Bid Item 2 in the amount of \$30,800, and Additive Bid Item 3 in the amount of \$14,550, for a total amount of \$273,617. Cruz Maintenance & Construction Inc. is a local general contractor and has recently submitted bids on a number of PCCA projects. This will be their first project working for the PCCA; staff has checked references and found good reviews.

Staff recommends a contract be awarded to Cruz Maintenance & Construction Inc. for the Base Bid and Additive Bid Items 1, 2 and 3 in the amount of \$273,617. Staff further recommends that the Director of Engineering Services be granted a 5%

contingency in accordance with the PCCA's standard contingency guidelines for general construction projects.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com

AGENDA ITEM NO. 9-B



BID TABULATION FOR BULK TERMINAL OFFICE RENOVATION PROJECT NO. 14-028A Bid Opening: August 28, 2015 at 2:00 pm

Company Name	Bid Bond or Check	Base Bid ^A	Additive Bid Item 1 ^B	Additional Calendar Days for Additive Bid Item 1	Additive Bid Item 2 ^C	Additional Calendar Days for Additive Bid Item 2	Additive Bid Item 3 ^D	Additional Calendar Days for Additive Bid Item 3	Time of Delivery*	Recommended Award: Base Bid + Add Items 1+2+3
Cruz Maintenance & Construction Inc.	5% Bid Bond	\$218,847.00	\$9,420.00	15	\$30,800.00	30	\$14,550.00	15	120	\$273,617.00
SafeNet Service, LLC	5% Bid Bond	\$277,342.24	\$11,857.44	0	\$22,971.20	0	\$38,519.04	0	180	\$350,689.92
Gourley Contractors, LLC	5% Bid Bond	\$298,670.55	\$34,672.50	10	\$2,875.00	4	\$26,171.70	20	45	\$362,389.75
J M Davidson, LTD	5% Bid Bond	\$333,332.70	\$15,468.62	20	\$26,908.39	10	\$97,311.82	30	130	\$473,021.53
B.E. Beecroft Co. Inc.	5% Bid Bond	\$386,073.00	\$11,467.00	0	\$32,907.00	10	\$72,621.00	0	150	\$503,068.00

*In calendar days

^A BASE BID: The scope of work will generally consist of, but not limited to, demolition and replacement of kitchen cabinets, doors, bathroom fixtures, acoustical suspended ceiling, aluminum windows, toilets & urinals, lighting fixtures and replacing wall paneling with drywall, texture, paint. In addition contractor will supply and install one (1) an office trailer with 2 offices, bathroom and a conference area and one (1) conference trailer with bath room. Each trailer should be approximately 800 square feet in size. Installation will included waste water tank with routine maintenance and electrical, water service. This is a Lump Sum bid item.

^B ADDITIVE BID ITEM 1: The scope of work will generally consist of demolition and installation of doors, frames and hardware as noted in the plan schedule. This is a Lump Sum bid item.

^C ADDITIVE BID ITEM 2: The scope of work will generally consist of replacing the exterior wall panels as noted in the plans and specifications. This is a Lump Sum bid item.

^D ADDITIVE BID ITEM 3: The scope of work will generally consist of demolition and installation of a new condensing unit, air handling unit, ductwork, air devices and associated plumbing. This is a Lump Sum bid item.

Read By: David Krams, P.E.

Tabulated By: Bert Perez, P.E.

Checked & Prepared By: Melinda Maldonado

Date: August 28, 2015

DATE: September 15, 2015**FROM:** John LaRue; 885-6189; john@pocca.com**AGENDA ITEM NO. 9-C****Approve the Purchase of a Vehicle from Caldwell Country Chevrolet, the Lowest and Best Bidder Based on Bids Received on September 1, 2015**

Each year, the PCCA budgets for the replacement of aging and worn vehicles in order to maintain a dependable and operational vehicle fleet. Staff reviews maintenance and repair records of the vehicle fleet to identify which units should be replaced. Staff included the replacement of Unit 383, a 2009 Ford Expedition, due to its high mileage and maintenance requirements. This unit was assigned to Frank Brogan. When Frank retired earlier this year, Unit 383 was no longer in use and replacement was postponed. Since that time, the vehicle has been assigned to Sean Strawbridge, the PCCA's new chief operating officer, and replacement is now warranted.

Vehicle identified for replacement:

<u>Unit</u>	<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>Mileage</u>	<u>Assigned To</u>
383	Ford	Expedition	2009	124,657	COO

On September 1, 2015, we received one responsive bid to our Notice to Bidders (see attached Bid Tabulation). The apparent low bidder was Caldwell Country Chevrolet with a total bid amount of \$54,755.00 for a 2016 Chevrolet Suburban (price includes a \$3,000 credit for trade-in of Unit 383 and tax, title and license). Caldwell Country Chevrolet is located in the Corpus Christi area and has furnished vehicles to the PCCA in the past.

Staff recommends that a purchase contract be awarded to Caldwell Country Chevrolet in the amount of \$54,755.00 for the purchase of one 2016 Chevrolet Suburban.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com



**BID TABULATION FOR
PURCHASE OF VEHICLE
PROJECT NO. 15-009B
Bid Opening: September 1, 2015 at 2:30 pm**

Company Name	Manufacturer	Model	Bid Amount	Less Trade-In	Tax, Title, License and Fees	Total Bid ^A	Time of Delivery*	Addendum No 1
Caldwell Country Chevrolet	Chevrolet	Suburban	\$57,755.00	(\$3,000.00)	\$0.00	\$54,755.00	75	X

*In calendar days

^A TOTAL BID: Lump sum price for the purchase of one (1) high occupancy sports utility vehicle including tax, title, license and fees less trade-in 2009 Ford Expedition Unit #382.

Read By: David L. Krams, P.E.
 Tabulated By: Eileen Mink, EIT
 Checked & Prepared By: Melinda Maldonado
 Date: September 1, 2015

DATE: September 15, 2015

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 9-D

**Award Contract to Ram-Bro Contracting, Inc., the Lowest and Best Bidder
Based on Bids Received on September 2, 2015 for Stockpile Management**

Included in the 2015 budget was a project to transport and properly dispose of stockpiled materials on PCCA property that have been generated during port operations and construction projects. The Stockpile Management project consists of loading and hauling various stockpiled materials from within the Inner Harbor to PCCA-approved disposal facilities. Stockpiles for this project consist of a total of approximately 2,762 cubic yards consisting of: off-specification mixtures of petroleum coke, ore, woodchips and soil at the Bulk Terminal; road base material and asphalt at the PCCA Maintenance Facility; road base material and asphalt on the south side of the Joe Fulton International Trade Corridor across from the Nueces River Public Fishing Area; road base material at Navigation Boulevard south of the former Tule Lake Bridge; road base material on the north side of the Fulton Corridor at the Nueces River Public Fishing Area; and soil at the Avery Point Oil Dock facility.

PCCA staff prepared the contract documents identifying the locations and required specifications for handling, hauling and delivering the material to the disposal facilities. The landfill fees, projected to be approximately \$65,000, are not included in the contract since they will be paid directly by the PCCA under an existing purchase order previously approved by the Commission.

On September 2, 2015, we received three responses to our Notice to Bidders (see attached Bid Tabulation). The apparent low Base Bid was submitted by Ram-Bro Contracting Inc. in the amount of \$49,729.75. Ram-Bro Contracting Inc. conducted a similar project for the PCCA in 2014.

Staff recommends approval of award of a contract to Ram-Bro Contracting Inc. in the amount of \$49,729.75 for stockpile management. In addition, staff recommends that the Director of Engineering Services be authorized a 6% contingency should it be needed.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com



**BID TABULATION FOR
STOCKPILE MANAGEMENT
PROJECT NO. 15-024A
Bid Opening: September 2, 2015 at 2:00 p.m.**

Company Name	Bid Bond or Check	Base Bid ^A	Time of Delivery*
Ram-Bro Contracting, Inc.	5% Bid Bond	\$49,729.75	30
Coastal Bend Demolition Inc.	5% Bid Bond	\$57,359.58	10
Garrett Construction Company	5% Bid Bond	\$68,396.30	40

*In calendar days

^A BASE BID: The work consists of loading and hauling various stockpiled materials from within the Port of Corpus Christi Inner Harbor to Port of Corpus Christi Authority approved designated disposal facilities. PCCA will pay all landfill disposal fees. Stockpiles consist of off-specification mixtures of petroleum coke, ore, woodchips and soil at the Bulk Terminal, soil at Avery Point and road base material and asphalt at PCCA Maintenance Facility, Nueces River Public Fishing Area, and Navigation Boulevard, south of the former Tule Lake Bridge location. This is a Lump Sum bid item.

Read By: David L. Michaelsen, P.E.
 Tabulated By: James Haley
 Checked & Prepared By: Melinda Maldonado
 Date: September 2, 2015

DATE: September 15, 2015

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 9-E

Approve a Services Agreement with ICF SH&E Inc. for Professional Services to Support the PCCA's Implementation of Its Strategic Plan and Organizational Development

For the past year and a half, PCCA staff has been working with Nick Davidson and Richard Batty on the PCCA's strategic plan and organizational development. Both gentlemen have also been instrumental in assisting staff in the planning process to develop action plans to carry out the objectives of the Strategic Plan as well as bringing an international view toward a modern organizational structure.

PCCA staff is in the early stages of implementing the action plans developed earlier this year. In addition, we continue to hire new staff members to fill brand new positions. All of this activity requires that staff has access to expertise from Nick and Richard to keep us on track in achieving our strategic goals for this port.

Our previous contracts with Nick Davidson and Richard Batty were under the auspices of Leigh Fisher. However, they are now with ICF SH&E Inc., and a new agreement is required in order for them to continue providing assistance and expertise on these matters.

Staff recommends entering into a professional services agreement with ICF SH&E Inc. (the legal entity name of ICF International) to provide ongoing support for Strategic Planning implementation and Organizational Development at a cost not to exceed \$90,000.00 for professional fees and a cost not to exceed \$15,000.00 for approved reimbursable fees.

LEAD CONTACT: Jarl Pedersen; 885-6698; jarl@pocca.com

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the “Agreement”) is made and entered into effective as of September 15, 2015 (“Effective Date”), by and between ICF SH&E, Inc. (“Consultant”) and the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS (“PCCA”), each a “Party” and, collectively, the “Parties.”

WHEREAS, PCCA asked Consultant to submit a proposal to provide ongoing support for implementation of its recently completed Strategic Plan Update and revised management structure; and

WHEREAS, Consultant submitted the proposal attached hereto as Exhibit A (“Proposal”), which is incorporated into this Agreement for all purposes; and

WHEREAS, PCCA wishes to engage the Consultant to provide the services described in the Scope of Services portion of the Proposal (collectively, the “Services”);

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:

Section 1. *Term.* This Agreement shall commence on September 15, 2015, and expire on January 31, 2016, or when Consultant has completed the Services, if sooner (collectively, the “Term”).

Section 2. *Consultant’s Services.* The PCCA hereby engages the Consultant to perform the Services in accordance with the Proposal and the terms and conditions set forth in this Agreement, and Consultant agrees to provide the Services during the Term of this Agreement. The Parties may mutually agree to refine the scope of the Services during the Term as circumstances may warrant.

Section 3. *Key Staff.* The Services will be performed by Nick Davidson, Vice President and Richard Batty, Principal.

Section 4. *Effects of Termination.* Upon the termination of this Agreement, PCCA shall have no further obligation to the Consultant hereunder except to pay the Consultant all unpaid fees which the Consultant has earned under this Agreement.

Section 5. *Consultant’s Responsibilities.* In addition to all other obligations contained herein, the Consultant agrees, warrants, and represents that:

5.1 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;

5.2 The Consultant will proceed with due diligence and promptness in providing the Services;

5.3 Services shall be performed in accordance with the highest ethics, professional workmanship, and service standards in the field;

5.4 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;

AGENDA ITEM NO. 9-E

5.5 Neither the Consultant's performance of the Services nor its compliance with any term of this Agreement shall constitute a breach under any agreement that the Consultant has or had with any other party including, without limitation, any non-compete, confidentiality, or non-disclosure agreement regarding third-party proprietary information;

5.6 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;

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

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

5.9 The 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;

5.10 The Consultant shall satisfy all tax and other governmentally-imposed responsibilities as an independent contractor under this Agreement including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, and workers' compensation; and

5.11 As of the Effective Date and at all times during the Term, the Consultant shall possess and maintain in good standing any and all licenses and/or other authorizations and approvals necessary to perform the Services.

Section 6. *Contract Fees.* In consideration of the Consultant's performance of the Services in accordance with this Agreement during the Term, the PCCA shall pay to the Consultant the professional fees stated in the Proposal, billed monthly at hourly rates of \$540 per hour for Nick Davidson and \$425 per hour for Richard Batty up to, but not higher than, an aggregate amount of Ninety Thousand Dollars (\$90,000) (the "not to exceed Contract Fees").

Section 7. *Reimbursement of Certain Travel Expenses and Direct Costs.* Notwithstanding anything herein to the contrary, PCCA 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 Agreement. PCCA will also reimburse the Consultant for document production costs and other direct costs (collectively, "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 PCCA from time to time, and such costs and expenses shall be billed to PCCA at Consultant's actual cost. Reimbursable expenses will not exceed Fifteen Thousand Dollars (\$15,000).

Section 8. *Independent Contractor Status.*

8.1 The Parties agree that the Consultant will act as an independent contractor in the performance of any and all Services under this Agreement, and will in no way be considered an agent, partner, joint venturer, or employee of the PCCA at any time during the Term. The

AGENDA ITEM NO. 9-E

Consultant will only consult and render advice to the PCCA and will not undertake to commit the PCCA to any course of action in relation to a third party unless expressly requested and authorized to do so by the PCCA.

8.2 The Consultant shall not be entitled to any rights or benefits of an employee of the PCCA at any time during the Term. Furthermore, the Consultant will not be eligible to participate in any profit sharing plan or other employee benefit plan maintained by the PCCA for the benefit of its employees. The PCCA shall have no responsibility for withholding any federal income taxes or paying payroll taxes on any amounts paid to the Consultant. The Consultant agrees to pay all income and employment taxes on the Contract Fee or other amounts paid to the Consultant hereunder, consistent with its status as an independent contractor, in compliance with all applicable laws and regulations.

8.3 At all times during the Term, the Consultant shall carry standard workers' compensation insurance (as may be required by law), automobile liability coverage, and commercial general liability insurance in commercially reasonable and appropriate amounts, as approved by the PCCA in its sole discretion. Certificates of insurance depicting such required coverage shall be provided by the Consultant to the PCCA upon request.

Section 9. *PCCA Representative.* Except as otherwise provided by PCCA, the PCCA's Representative during the Term shall be PCCA's Executive Director and/or his designee. When the Consultant requires approval, authorization, and/or other communication from or with the PCCA, such communication shall be directed to the PCCA's Representative. The PCCA's Representative shall be reasonably available to the Consultant for consultation and/or direction.

Section 10. *Confidential Information.* It is understood that information developed by or communicated to Consultant in the performance of this Agreement, 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 PCCA and constitutes Confidential Information of the PCCA. Consultant agrees that, without prior written approval of the PCCA's Representative, Consultant will make no oral or written disclosure of such information to third parties either during or after the term of this Agreement, except for the purpose of performing Consultant's obligations under this Agreement. The term "Confidential Information" expressly excludes information that: (1) was in the public domain at the time it was disclosed or falls within the public domain, except through a breach of this Agreement; (2) is or becomes known by the Consultant or any of its associated companies from a source other than the PCCA without breach of this Agreement by the Consultant; (3) was furnished to a third party by the PCCA without similar restriction on the third party's rights; (4) is independently developed by the Consultant without reference to Confidential Information; or (5) is required to be disclosed by law, but only after the PCCA has been notified in writing and has been provided a reasonable opportunity to take appropriate action to protect its legal interest in the Confidential Information.

Section 11. *Notices.* All notices, demands, reports, requests or other communication required or permitted to be given hereunder shall be deemed to have been given when received, whether delivered personally or mailed. Any notice that is mailed should be addressed as follows:

If to the PCCA:

P.O. Box 1541
Corpus Christi, Texas 78403
ATTN: Executive Director

If to Consultant:

ICF SH&E, Inc.
100 Cambridgepark Drive, Suite 501
Cambridge, MA 02140
ATTN: Nick Davidson

Either Party may change its mailing address for purposes of this Agreement by giving written notice thereof to the other Party.

Section 12. *Assignment.* This Agreement may not be assigned by the Consultant without the prior written consent of the PCCA.

Section 13. *Binding.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 14. *Governing Law.* **THIS AGREEMENT SHALL BE GOVERNED BY AND 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 CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. THE PARTIES HERETO EXPRESSLY AGREE THAT THIS AGREEMENT IS EXECUTED AND SHALL BE PERFORMED IN NUECES COUNTY, TEXAS, AND VENUE OF ALL DISPUTES, CLAIMS AND LAWSUITS ARISING HEREUNDER SHALL LIE IN NUECES COUNTY, TEXAS.**

Section 15. *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 16. *Open Records.* The PCCA is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the PCCA is required to disclose to the public (upon request) this Agreement 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 Agreement or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the PCCA as required by the Texas Public Information Act or any other applicable law will not expose the PCCA (or any party acting by, through or under the PCCA) to any claim, liability or action by the Consultant.

Section 17. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties with respect to these particular Services. There are no written or oral representations or understandings between the Parties with respect to the Services that are not fully expressed in this Agreement. This Agreement may be amended or modified from time to time only by a written instrument executed by the Parties.

Section 18. *Waiver.* 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 Agreement 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.

Section 19. *Force Majeure.* In the event either Party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strike, lockouts, labor troubles, restrictive government or judicial orders or decrees, riots, insurrection, war, Acts of God, inclement weather or other similar reason or a cause beyond such Party's control, then performance of such act shall be excused

AGENDA ITEM NO. 9-E

for the period of such delay. Any timelines affected by such force majeure shall be extended for a period equal to that of the delay. Notice of the start and stop of any such force majeure shall be provided to the other Party.

Section 20. *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.

Section 21. *Headings.* All Section headings or other titles used in this Agreement are used solely for convenience and shall not affect or be used in connection with the interpretation or construction of this Agreement.

Section 22. *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.

Section 23. *No Organizational Conflicts of Interest.* Consultant hereby certifies that it has no actual or potential Organizational Conflicts 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 PCCA or the Consultant's objectivity in performing the services under this Agreement is or might otherwise be impaired. Consultant agrees to immediately notify PCCA of any actual or potential Organizational Conflicts of Interest that develop during the term of this Agreement. Consultant agrees that PCCA may terminate this Agreement immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by them or their duly authorized representatives effective as of the Effective Date.

PCCA:

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____
John P. LaRue
Executive Director

AGENDA ITEM NO. 9-E

CONSULTANT:

ICF SH&E, Inc.

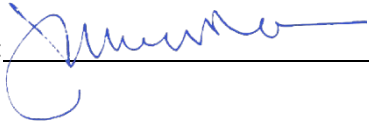
By:  _____

EXHIBIT A

**PROPOSAL TO PROVIDE IMPLEMENTATION SUPPORT FOR STRATEGIC PLAN AND
ORGANIZATIONAL DEVELOPMENT**

Mr. Jarl Pedersen
Chief Commercial Officer
Port of Corpus Christi Authority
222 Power Street
Corpus Christi, Tx 78401

August 27, 2015

Re: Implementation Support for Strategic Plan and Organizational Development

Dear Mr Pedersen:

Further to our recent conversation, ICF International is pleased to provide this letter proposal to provide ongoing support for implementation of the recently completed Strategic Plan and revised management organization structure.

Scope of Services

ICF International will provide support on an as required basis for (A) implementation of the recently completed Port of Corpus Christi Authority (PCCA) Strategic Plan, and (B) refinement and implementation of the recently revised PCCA management organization structure. Such assistance will include, but will not be limited to the following:

A. Strategic Planning Implementation Assistance

- **Commission Briefings:** Meeting with Port Commissioners as required to brief on the Strategic Plan, Action Plans and revised management organization structure. Assistance with development and presentation of a summary report to the Commission outlining the Action Planning process, output and future progress reporting
- **Action Plan Implementation -- Management and Reporting:** Definition and implementation of a structured process to manage the implementation of Strategic Plan Action Plans, including structure and agenda for monthly and quarterly progress meetings, content and format for summary progress reports for review by senior management, and clear assignment of responsibility for ongoing management of the Action Plan implementation process
- **KPI Dashboard:** Assistance with development and implementation of a high-level key performance indicator (KPI) "dashboard" to report progress towards key goals and objectives at regularly scheduled Port Commission meetings
- **Strategic Plan Staff Roll-Out:** Assistance with the development of a "roll-out" program for the Strategic Plan, designed to engage all PCCA staff in implementation of the Plan, including definition of a roll-out process, messaging, and development of collateral materials (eg., wall posters outlining Mission, Vision, Goals and Objectives, individual staff cards, etc)
- **Core Values Development:** Assistance with the development of PCCA organization-wide "core values" (as included in the Action Plan for Strategic Objective 3A), including provision of briefing materials concerning the definition and development of core values, outline of a process to develop core values and support as necessary for staff outreach, workshops and focus groups associated with the core values development process

- **Action Plan Implementation Progress Meetings:** Attendance at preliminary Action Plan implementation meetings to help facilitate meeting process, output and reporting
- **General Advisory Assistance:** Advisory assistance as required to ensure the effective implementation of the Strategic Plan to deliver ongoing direction and value to PCCA

B. Organizational Development

- **COO and CCO Support:** Meetings and support as required with the new Chief Operating Officer (COO) and Chief Commercial Officer (CCO) to explain the background, rationale and specific position definitions associated with the revised PCCA management organization
- **Organizational Refinements:** Meetings as required to review and discuss potential refinements to the revised PCCA management organization as proposed by the COO and CCO
- **Position Definition and Job Descriptions:** Support as required for Executive Director, COO and CCO meetings with key management staff to brief on revised roles, resolution of overlaps, and other related implementation issues, including development of revised job descriptions, and advice concerning role definition (for example, coordination of the Communications, Community Relations and Government Relations functions, and rationalization of the Engineering function)
- **Recruitment Advisory Assistance:** Provision of information and advice concerning the recruitment of new PCCA management positions, including job descriptions, potential recruitment strategy, and review of candidate profiles
- **General Advisory Assistance:** Advisory assistance as required to ensure the effective implementation of the revised PCCA management organization structure

Staffing

The services outlined above will be provided by Nick Davidson (Vice-President) and Richard Batty (Principal). Nick and Richard worked with PCCA staff to develop the revised PCCA management organization structure and the PCCA Strategic Plan, and related Action Plans.

Budget

The services outlined above will be provided on an as-required basis, in response to requests from the PCCA Executive Director, COO or CCO. It is proposed that a budget allowance not to exceed \$90,000 should be established for professional fees, excluding direct reimbursable expenses for travel, accommodation, etc. Professional fees will be billed at standard hourly rates (\$540 per hour for Nick Davidson and \$425 per hour for Richard Batty). Reimbursable expenses will not exceed \$15,000.

Schedule

The schedule for completion of the services outlined in this proposal will be dependent on the timing of requests for service from PCCA senior staff. It is contemplated that the services outlined above will be completed by January 31, 2016.

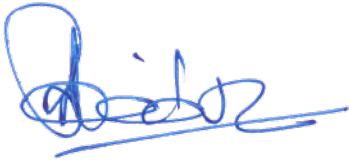
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AGENDA ITEM NO. 9-E

We are excited about the opportunity to assist PCCA with the implementation of the recently completed Strategic Plan and the revised management organization structure.

Please let me know if you have any questions concerning this proposal or if you require any additional information.

Sincerely



Nick Davidson
Vice-President



Jessica Troiano
Sr. Manager, Contracts

DATE: September 15, 2015**FROM:** John LaRue; 885-6189; john@pocca.com***AGENDA ITEM NO. 9-F*****Approval of Purchase Order with Brown and Caldwell, Inc. for
Conversion of PCCA's Existing GIS Software Application**

The PCCA has an existing desktop GIS application that is used to manage real estate and environmental compliance data. The GIS application was custom-built for the PCCA in 2008. The technology platform that the GIS application was built on is mature, and updating the application's functionality and content requires consulting services. Brown and Caldwell Inc. has been providing upgrade consulting services on an as-needed basis when the PCCA needs to add additional GIS layers or create new features such as running reports or email notifications. Staff is proposing to replace the existing GIS application with a browser-based solution that uses commercial off-the-shelf software as much as possible. This conversion will benefit the PCCA by having the ability to create layers and modify or add reports in-house, limiting outside consultant services, and reducing the effort involved by PCCA IT staff in deployment of application updates. Any issues with the software could then be managed through the regular maintenance agreement with the software company. The PCCA currently uses ARCEngine GIS software provided by ESRI Inc. The PCCA GIS would continue to use this GIS software and take full advantage of the off-the-shelf components through an upgrade.

Staff has determined that Brown and Caldwell Inc. is best qualified to perform this conversion since they are most familiar with our current GIS application and currently maintain the source codes for it. The cost of conversion of the PCCA's GIS application to a commercial off-the-shelf software application would be approximately \$85,000 and take approximately six months to complete. Another separate cost associated with this transition would be the upgrade of our current ARCEngine licenses, and this would cost approximately \$25,000. Since implementing the GIS system, the PCCA has added staff with GIS capabilities and would not need additional staff at this time to maintain the GIS application.

Staff recommends approval of a purchase order with Brown and Caldwell Inc., under the existing Brown and Caldwell/PCCA Terms and Conditions (attached), in a not-to-exceed amount of \$85,000 for consulting services to convert the GIS application.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com

DATE: September 15, 2015**FROM:** John LaRue; 885-6189; john@pocca.com***AGENDA ITEM NO. 9-G*****Approve a Service Order with Coast & Harbor Engineering Inc.
for Additional Engineering and Inspection Services
for the La Quinta Terminal Aquatic Habitat Mitigation Project**

In April 2015, the Port Commission approved a service order with Coast & Harbor Engineering Inc. (CHE) to provide engineering and inspection services and administration support for the construction of the La Quinta aquatic habitat mitigation project. Costs for this service order were estimated based on a projected level of on-site services that was anticipated to decrease as the project progressed. Nonetheless, given the challenging geotechnical and hydrological conditions of the project and to ensure a successful project, staff has requested CHE's nearly fulltime service and therefore anticipates that additional funds for engineering and inspection services will be required to complete the project.

The initial service order, which included construction inspections, review of contractor submittals, and attendance at various coordination meetings was approved for a cost not to exceed \$107,931. However, with the increased level of inspection services, CHE's total billing through August is expected to be approximately \$85,000, and to complete the project while maintaining this increased level of inspection services, total billing may reach \$140,000 to \$150,000. Therefore, to accommodate the projected increase in billing, staff negotiated an additional service order with CHE in an amount not to exceed \$40,000.

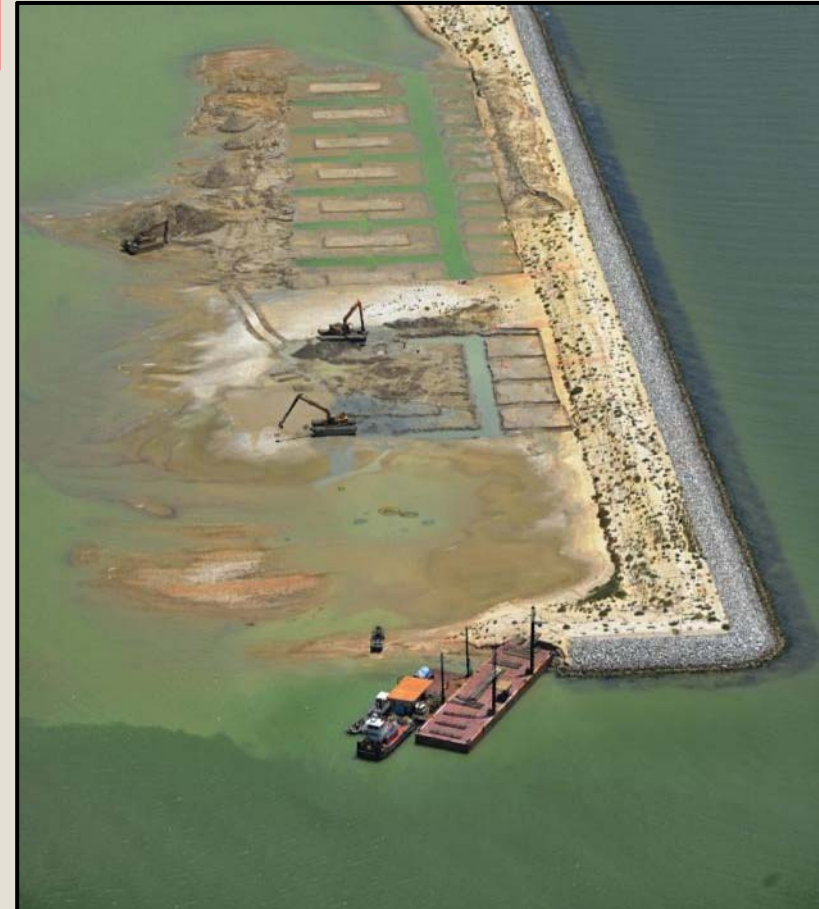
Staff recommends approval of a service order with Coast & Harbor Engineering Inc., under its existing Professional Services Master Agreement, to provide additional engineering and inspection services related to the construction of the La Quinta Terminal aquatic habitat mitigation project in an amount not-to-exceed \$40,000. Costs incurred under this service order will be partially reimbursed (27.8%) by voestalpine Texas Holding, LLC, per the mitigation cost-sharing agreement approved on June 10, 2014.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com



La Quinta Terminal Mitigation Aquatic Habitat

General Location of
Aquatic Habitat
Mitigation Area



Under Construction (July 2015)

DATE: September 15, 2015

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 10

Approve a Resolution to Enter into a Right-of-Way Easement and a Construction Access Agreement with the Texas Department of Transportation Associated with the US-181 Harbor Bridge Replacement Project, and Authorize the Executive Director to Execute the Agreements as Presented to the Commission

On April 30, 2015 the Texas Department of Transportation (TxDOT) made a conditional award to the Flatiron–Dragados Joint Venture as the developer for design, construction, and operation of the new US Highway 181 Harbor Bridge project. TxDOT will finalize the award this month and has requested that the PCCA execute the attached Construction Access Agreement and Right-of-Way Easement between TxDOT and the PCCA for the US 181 Harbor Bridge replacement project prior to the signing of the final developer contract.

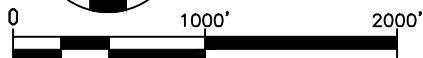
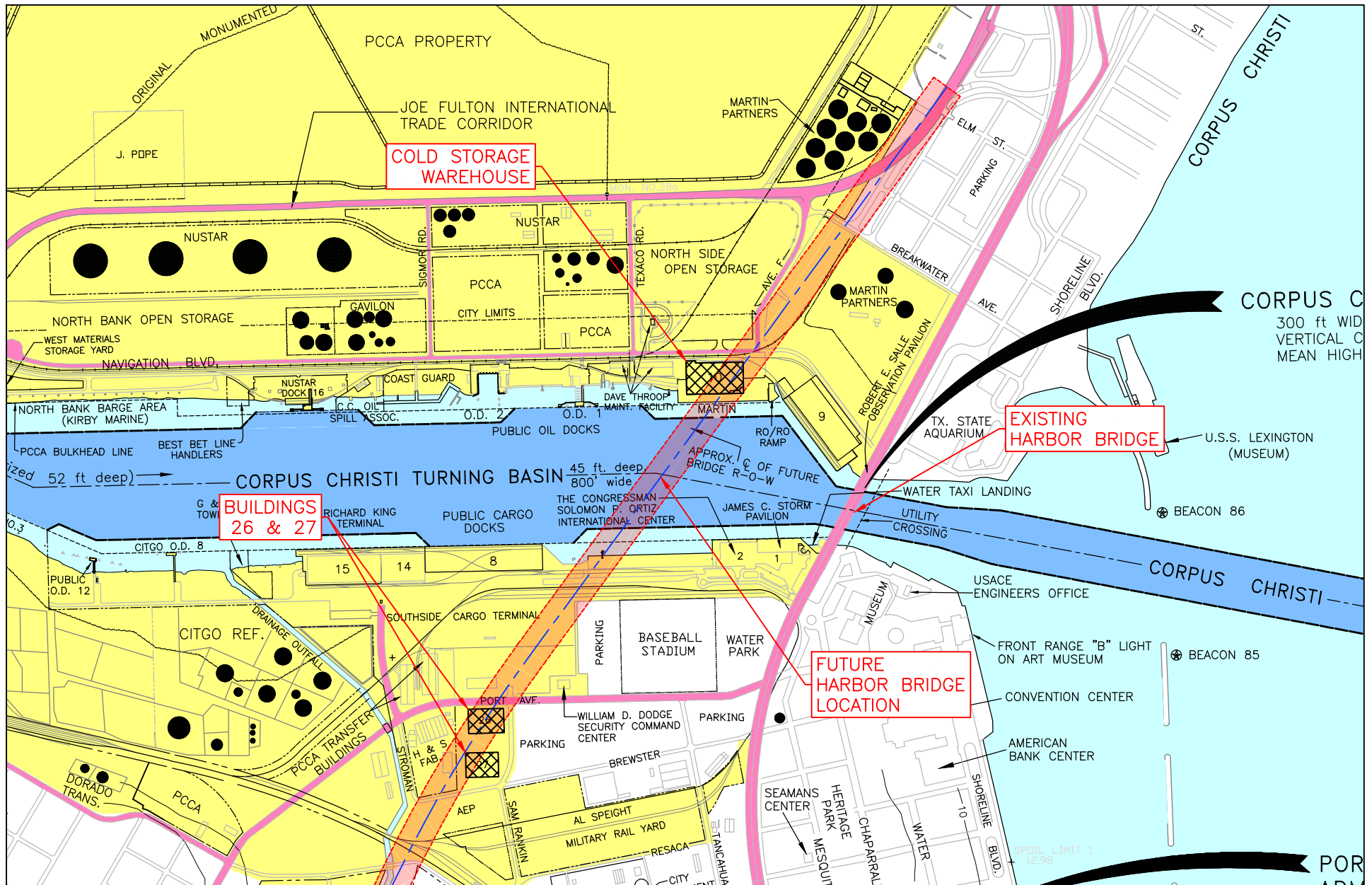
Over the past year and a half, TxDOT and PCCA staff have discussed, negotiated, and prepared the attached Construction Access Agreement detailing the terms and conditions associated with: access and use of PCCA property during the construction of the new Harbor Bridge and removal of the old Harbor Bridge; coordination with the PCCA to limit impacts to ongoing port operations and development; channel closures to support construction of the new Harbor Bridge and removal of the old Harbor Bridge; security requirements and considerations; protection, modification, and relocation of PCCA roads, railroads, docks, mooring structures, storage areas and utilities as necessary to support the new Harbor Bridge; restoration of PCCA property, facilities and utilities following the completion of construction; and, other details related to the development, construction and operation of the new Harbor Bridge.

In addition, the Right-of-Way Easement defines the limits of the right-of-way for the bridge through and over PCCA property and includes reversionary language that returns the right-of-way to the PCCA should the bridge not be constructed or when the bridge is replaced or no longer in use. Legal counsel for both TxDOT and PCCA have been involved with negotiations and development of the Construction Access Agreement and Right-of-Way Easement.


Staff recommends approval of the attached Resolution approving the Construction Access Agreement and Right-of-Way Easement for the new Harbor Bridge project in substantially the form presented to this meeting, and authorizing the Executive

Director to execute the Agreements with such changes therein as he shall approve after consulting with the PCCA's counsel to carry out the intent of the Resolution.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com



h:\ben vasquez\commission exhibits\construction access agreement and row easement.dwg

 PORT CORPUS CHRISTI		PORT OF CORPUS CHRISTI AUTHORITY	
		CONSTRUCTION ACCESS AGREEMENT AND ROW EASEMENT	
SCALE:	1:1000'	EXHIBIT "A"	DATE: 2015/09/03 TIME: 10:37:14
DWN. BY:	BEN V		

**RESOLUTION APPROVING A
CONSTRUCTION ACCESS AGREEMENT AND A RIGHT-OF-WAY EASEMENT
BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND
THE PORT OF CORPUS CHRISTI AUTHORITY
FOR THE US 181 HARBOR BRIDGE REPLACEMENT PROJECT
AND AUTHORIZING THE EXECUTION OF THESE AGREEMENTS
AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the Texas Transportation Commission Minute Order 113853 authorizes the Texas Department of Transportation (“**TxDOT**”) to undertake and complete a highway improvement project generally described as the US 181 Harbor Bridge Replacement Project, which extends north-south along US Highway 181 and the Crosstown Expressway and east-west along I-37 and includes: US Highway 181 at Beach Avenue on the north; Crosstown Expressway at Laredo Street on the south; I-37 and Nueces Bay Boulevard on the west; and I-37 and Mesquite Street on the east side (the “**Harbor Bridge Replacement Project**”); and

WHEREAS, the Harbor Bridge Replacement Project includes the construction of a new Harbor Bridge over the Corpus Christi Turning Basin in the Inner Harbor of the Port of Corpus Christi (“**New Harbor Bridge**”), and the demolition and removal of the existing bridge over the mouth of the Inner Harbor; and

WHEREAS, on May 14, 2013, the Port Commission approved a resolution to provide funding to TxDOT in the amount of \$15,000,000 cash in support of the Harbor Bridge Replacement Project and to dedicate the necessary right-of-way through the Port Authority’s property for the New Harbor Bridge; and

WHEREAS, on February 17, 2015, the Port Commission approved a the Local Project Advance Funding Agreement for Voluntary Local Government Contributions to Transportation Improvement Projects with No Required Match, which is an agreement with TxDOT outlining the terms and conditions for funding the Port Authority’s \$15,000,000 project contribution; and

WHEREAS, elevated portions of the New Harbor Bridge will be constructed over submerged and emergent lands owned and controlled by the Port Authority, and support structures, storm water conveyance, and related utilities and access structures associated with the New Harbor Bridge may be constructed on these lands; and

WHEREAS, the Port Authority has previously agreed to grant TxDOT a permanent easement, subject to reversion under certain circumstances, on the Port Authority’s submerged and emergent lands beneath the structure of the New Harbor Bridge (the “**Construction Access Area**”); and

WHEREAS, a Right of Way Easement agreement between the Port Authority, as grantor, and TxDOT, as grantee, has been presented to the Port Commission for consideration and approval (“**Right of Way Easement**”); and

WHEREAS, the Construction Access Agreement gives TxDOT the right to access the Construction Access Area during and after construction of the New Harbor Bridge for so long as the bridge is in use, subject to various reservation's in favor of the Port Authority; and

WHEREAS, the Port Commission has determined that approval of the Construction Access Agreement and the Right-of-Way Easement for the Harbor Bridge Replacement Project is incident to and necessary for the future development and operation of the Port of Corpus Christi and will aid in the development of industries and businesses on the land in the vicinity of the Inner Harbor, all of which is a public purpose and a matter of public necessity;

NOW, THEREFORE, BE IT RESOLVED BY THE PORT COMMISSION OF THE PORT OF CORPUS CHRISTI AUTHORITY AS FOLLOWS:

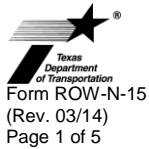
Section 1. The Right of Way Agreement, in substantially the form presented to this meeting, is hereby approved, and the Executive Director is authorized and directed, for and on behalf of the Port Authority, to execute the Right of Way Agreement with such changes therein as he shall approve after consulting with the Port Authority's counsel, his execution of the Right of Way Agreement to constitute conclusive evidence of such approval.

Section 2. The Construction Access Agreement, in substantially the form presented to this meeting, is hereby approved, and the Executive Director is authorized and directed, for and on behalf of Port Authority, to execute the Construction Access Agreement with such changes therein as he shall approve after consulting with the Port Authority's counsel, his execution of the Construction Access Agreement to constitute conclusive evidence of such approval.

Section 3. The Chairman and the Executive Director are 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 other things she or he deems necessary to carry out the intent and purposes of this Resolution.

Section 4. This Resolution shall become effective immediately on the date of its adoption, which is September 15, 2015.

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	§	Parcel No: 127, 128, 129, 130, 131, 132, 133,134

WHEREAS, the Texas Transportation Commission Minute Order Number 113853 authorizes the Texas Department of Transportation (TxDOT) to undertake and complete a highway improvement generally described as the US 181 Harbor Bridge Replacement Project, which extends north-south along US Highway 181 and the Crosstown Expressway (State Highway 286) and east-west along I-37 and includes: US Highway 181 at Beach Avenue on the north; Crosstown Expressway at Laredo Street on the south; I-37 and Nueces Bay Boulevard on the west; and I-37 and Mesquite Street on the east side, herein referred to as the "Highway Facility;" and,

WHEREAS, elevated portions of the Highway Facility will be built over submerged and emergent lands owned and controlled by the Port of Corpus Christi Authority of Nueces County, Texas, hereinafter referred to as Grantors, whether one or more, which lands are more particularly described in Exhibit "A", and support structures, storm water conveyance, and related utilities and access structures associated with the Highway Facility may be constructed on said lands;

WHEREAS, the Grantors through means of a separate agreement known as "Construction Access Agreement Between Texas Department of Transportation and Port of Corpus Christi Authority of Nueces County, Texas for the US 181 Harbor Bridge Replacement Project" as amended, herein referred to as the "Construction Access Agreement," grants access to the lands defined in Exhibit "A," and which agreement further defines the terms and conditions of land use and access for the purpose of constructing, operating and maintaining the Highway Facility; and,

WHEREAS, The Texas Transportation Commission has been authorized under the Texas Transportation Code Chapters 203 and 224 to acquire land and such other property rights deemed necessary and convenient to this state highway project 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 this state highway project, and including the acquisition of such other property rights deemed necessary for the purposes of operating a designated state highway project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both controlled and non-controlled access facilities, as well as facilitating the construction, maintenance and operation of designated controlled access highway projects; and,

WHEREAS, the Grantors are authorized to execute this instrument in accordance with and subject to the conditions of Section 203.055 of the Texas Transportation Code;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, the Grantors 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, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas an easement for purposes of laying out, opening, constructing, operating, maintaining, widening, and reconstructing the Highway Facility thereon (collectively, the "Easement Purposes"), together with necessary incidentals and appurtenances thereto, in accordance with the terms and conditions described herein and as may be more particularly defined in the Construction Access Agreement, in, along, upon and across the tract or parcel of land in Nueces County, Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes (the easement being referred to herein as "this Easement" and land being referred to herein as the "Right-of-Way"). This Easement shall remain in effect until such time as the Highway Facility, or 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 in 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 Right-of-Way, that is the property described in said Exhibit "A;" 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:

- A. All improvements, if any, located in the Right-of-Way between the bulkhead lines of the Corpus Christi Ship Channel and the vessel slips located within the Right-of-Way
- B. Existing marine structures within the Right-of-Way including Grantor's Cargo Dock 10 located on the north side of the Corpus Christi Ship Channel, and docks and mooring structures located on the south side of the Corpus Christi Ship Channel with the exception of structures specifically impacted by the construction, maintenance or operation of the Highway Facility. And that to the extent that existing marine structures are impacted by the construction, maintenance or operation of the Highway Facility, the same structures will be removed, modified, repaired, or relocated in accordance with the terms, conditions, and provisions stated in the Construction Access Agreement.
- C. Existing roads and railroads within the Right-of-Way in place on the date this instrument is executed by Grantors ("Execution Date") that are not specifically impacted by the construction, operation, or maintenance of the Highway Facility, and to the extent that such roads and railroads are impacted by the construction, operation, or maintenance of the Highway Facility, the same roads and/or railroads shall be modified, repaired, and/or relocated in a fashion to maintain serviceability after construction of the Highway Facility, in accordance with the terms, conditions, and provisions stated in the Construction Access Agreement.
- D. Existing utilities, including water, electric, natural gas, telephone, fiber optic, communications, security, wastewater, storm water and others within the Right-of-Way in place on the Execution Date that are not specifically impacted by the construction, operation, or maintenance of the Highway Facility, and to the extent that such utilities are impacted by the construction, operation, or maintenance of the Highway

Facility, the same utilities shall be modified, repaired, and/or relocated in accordance with the terms and conditions of a separate agreement to be developed and executed among the State of Texas, the Grantors, and/or the contractor selected to construct the Highway Facility, in accordance with Texas Transportation Code Section 203.092 and as further provided by the Construction Access Agreement.

- E. Other buildings, structures, improved storage yards, parking areas, appurtenances and other improvements located in the Right-of-Way that do not need to be removed for the construction, operation, and/or maintenance of the Highway Facility. To the extent such other buildings, structures, improved storage yards, parking areas, appurtenances and other improvements are impacted by construction beyond the limits and extents necessary to construct, operate and maintain the Highway Facility, the same buildings, structures, improved storage yards, parking areas, appurtenances and other improvements will be repaired and restored to like condition to the extent these areas are disturbed for construction and not required for operation and/or maintenance of the Highway Facility. Construction and related repairs and restoration will be completed in accordance with the terms, conditions, and provisions of the Construction Access Agreement.

The State of Texas shall complete or cause to be completed such removals, repairs, relocations, modifications and restorations cited in items A , B, C, D, and E above with no cost or obligation accruing to the Grantors, except as may be set forth in the Construction Access Agreement.

Grantors covenant and agree, without any further consideration, that the title to all or any part of such improvements in the Right-of-Way that must be removed to construct, operate and/or maintain the Highway Facility (the "Removable Improvements") along with associated materials, equipment, fixtures and other items of value located in, on, or attached thereto shall pass to and vest in the State of Texas, its successors and assigns, forever, and Grantors do hereby grant and convey the Removable Improvements to the State of Texas. By its execution of this instrument, the State of Texas agrees that it will remove, to the extent required for the construction, operation and/or maintenance of the Highway Facility, the Removable Improvements from the Right-of-Way, or cause them to be removed at no cost to the Grantors, or as may be otherwise stated within the Construction Access Agreement. And further by its execution of this instrument the State of Texas agrees that Removable Improvements herein transferred to the State of Texas are so transferred As Is, Where Is with all faults and that Grantors provide no warranty, guarantee, or representation of any kind regarding condition or construction of the Removable Improvements, including the presence or absence of hazardous or deleterious materials or conditions.

It is hereby understood and agreed and by Grantee's acceptance of this Easement it is recognized that Grantors retain all of Grantors' existing rights, privileges and ownership of the Corpus Christi Ship Channel and vessel slips located within the Right-of-Way as described in Exhibit A and located beneath the Highway Facility, for the passage, docking, mooring, berthing, loading and unloading of marine vessels, except as expressly limited in the Construction Access Agreement to the extent such actions are not inconsistent with the Easement Purposes

It is hereby understood and agreed and by the acceptance of this Easement by the State of Texas it is recognized that Grantors retain title to all of the oil, gas and sulphur and other mineral interests in and under said Right-of-Way, 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 do not 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.

Grantors hereby acknowledge that their use of and access to the state highway facilities to be constructed in conjunction with the Highway Facility shall be and forever remain subject to the same laws and regulation that apply to the public's use thereof, **SAVE AND EXCEPT:**

- A. Grantors shall have the right to access, occupy and use, repair, maintain or replace property, docks, wharfs, buildings, structures, improved storage areas, parking areas, utilities, mooring structures roads, railroads and other improvements that are located within the Right-of-Way, as defined in Exhibit "A," and to operate, berth, and moor cargo ships, barges and other vessels, operate cranes, rail car movers, locomotives, rail cars, trucks, forklifts, and other equipment and vehicles on said lands provided that such uses are compatible and consistent with typical operations necessary to transport, load, unload, transload, and store liquid and dry cargos, and/or to otherwise support Grantors' operations, including the docking, berthing, and mooring of vessels and provided that that such activities, as reasonably determined by the State of Texas, do not interfere with the Easement Purposes or otherwise present an undue risk of damage or harm to the Highway Facility, present a safety hazard to the traveling public using the Highway Facility, or prevent access as may be required for operation, maintenance and repair of the Highway Facility.
- B. Grantors shall have the right to construct, repair, maintain, replace, and operate new docks wharfs, mooring structures, other marine structures and improvements, cargo sheds, buildings, roads, railroads, improved storage yards, parking areas, utilities and other appurtenances, facilities, and improvements on lands within the Right-of-Way and under the Highway Facility, provided that such new construction and operations do not interfere with the Easement Purposes, and related operations and maintenance do not prevent the continued operation, maintenance and repair of the Highway Facility and do not, as reasonably determined by the State of Texas, present an undue risk of damage or harm to the Highway Facility, pose a safety hazard to the travelling public using the Highway Facility, or prevent access as may be required for operation, maintenance, or repair of the Highway Facility.
- C. The United States Army, Corps of Engineers (USACE), the Grantors or USACE and/or Grantors agents shall have the right to access the Corpus Christi Ship Channel and Turning Basin within the Right-of-Way to operate dredging equipment and related support vessels and equipment for the purpose of maintaining, deepening, or modifying the channel within the current authorized limits and depth or as the authorized limits and depth may be modified in the future to the extent such activities do not interfere with the Easement Purposes.

This Easement and the warranty of title contained herein are made and accepted subject to any and all easements, rights-of-way, and restrictive covenants, if any, of record with the County Clerk of Nueces County, Texas, or physically evident on the surface of the Right-of-Way. Grantors reserve the right to grant easements to others upon, over, under and across its Right-of-Way with the consent of the State of Texas and to the extent such future easements do not interfere with the Easement Purposes.

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, for as long as the Highway Facility is in use by the State of Texas for the purpose of public transportation; 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.

[The signature and acknowledgement page follows this page]

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, _____.

**Port of Corpus Christi Authority
of Nueces County Texas**

State of Texas

By: _____
John P. LaRue
Executive Director

By: _____

Acknowledgement

State of Texas
County of Nueces

This instrument was acknowledged before me on the _____ day of _____, 2015, by John P. LaRue, Executive Director of the Port of Corpus Christi Authority of Nueces County, Texas, on behalf of said Port Authority.

Notary Public's Signature

Acknowledgment

State of Texas
County of Travis

This instrument was acknowledged before me on the _____ day of _____, 2015, by _____
_____, _____ of _____
_____, on behalf of said _____.

Notary Public's Signature

**CONSTRUCTION ACCESS AGREEMENT
BETWEEN
TEXAS DEPARTMENT OF TRANSPORTATION
AND
PORT OF CORPUS CHRISTI AUTHORITY
FOR THE
US 181 HARBOR BRIDGE REPLACEMENT PROJECT**

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation (“TxDOT”), and the Port of Corpus Christi Authority of Nueces County, Texas acting by and through its duly authorized Port Commission (the “Port”). The State and the Port may be referenced herein individually as a “Party” or “party” and collectively as the “Parties” or “parties.”

WITNESSETH

WHEREAS, Texas Transportation Commission Minute Order Number 113853 authorizes TxDOT to undertake and complete a highway improvement project generally described as the US 181 Harbor Bridge Replacement Project, which extends north-south along US Highway 181 and the Crosstown Expressway and east-west along I-37 and includes: US Highway 181 at Beach Avenue on the north; Crosstown Expressway at Laredo Street on the south; I-37 and Nueces Bay Boulevard on the west; and I-37 and Mesquite Street on the east side (the “Project,” a map of which is attached hereto and made a part of this agreement marked as Attachment A);

WHEREAS, on October 2, 2014, TxDOT issued a Request for Proposals to Develop, Design, Construct, and Maintain the US 181 Harbor Bridge Replacement Project, which consists of Instructions to Proposers, a Comprehensive Development Agreement, and Technical Provisions (which, as it may be amended, is referred to as the “RFP”);

WHEREAS, after receiving and evaluating responses to the RFP, TxDOT intends to execute a contract with a developer to design, construct, operate, and maintain the Project (the “Developer”);

WHEREAS, the scope of work for the Developer includes, among other things, the construction of the New Harbor Bridge as shown on Attachment A (the “New Harbor Bridge” or, the “bridge”), and the demolition and removal of the existing Harbor Bridge (the “Existing Harbor Bridge”);

WHEREAS, the Port supports the development of multi-modal transportation projects that enhance and facilitate economic development for the benefit of the region; and,

WHEREAS, the Port supports the Project, including a new, modern, efficient and safe New Harbor Bridge which will improve the operations of the Port and make it more attractive to new industry; and,

WHEREAS, a portion of the Project is located on and above property owned by the Port, and the Existing Harbor Bridge is located in part on property owned by the Port; and

WHEREAS, access to secure areas of the Port will be required to construct the Project; and,

WHEREAS, this agreement is necessary to provide for coordination and cooperation between the Port and TxDOT, including TxDOT's Developer, in connection with the design, development, construction, operation, and maintenance of the Project; and,

WHEREAS, the governing body of the Port has approved entering into this agreement by resolution or ordinance dated _____, 2015, which is attached to and made a part of this agreement as Attachment "B."

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, TxDOT and the Port do agree as follows:

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until terminated in accordance with Section 9.

2. Conveyance of Easement

The Port agrees to convey to TxDOT, via a separate instrument substantially in the form of Attachment C attached hereto and incorporated herein, and at no additional charge to TxDOT, a permanent easement for as long as the bridge is operational or in use (the "Easement"). A metes and bounds description of the Easement is included in Attachment C attached hereto. The purpose of the Easement will be for the construction, operation, and maintenance of the Project on the property of the Port. The Easement includes a reversionary clause returning the Easement to the Port in the event, and at the time, that the bridge is no longer operational or in use by TxDOT, or that TxDOT does not construct or complete the construction of the bridge; and providing that TxDOT will remove the bridge and related structures and appurtenances from the Easement at such time, and clean up and return the Easement to the Port in the condition it was in immediately before the commencement of work by the Developer in the Easement, except neither TxDOT nor the Developer shall have any obligation to (i) restore the structures which may have been removed pursuant to section 6.B. below; (ii) restore or remove any rail lines which may have been removed, relocated, or built as permitted by this Agreement; or (iii) restore or remove any utilities which may have been removed, relocated, or installed as permitted by this Agreement.

The Parties further agree that upon Final Completion of construction of the Project, as determined by TxDOT, that an agreement will be prepared and executed by the Parties allowing

the Port to use Port owned lands under the bridge and associated structures for Port operations that are compatible with the ongoing operation and maintenance of the Project.

3. Developer

In executing a contract with the Developer to design, construct, operate, and maintain the Project, TxDOT will include terms and conditions in such contract as may be necessary to cause the Developer to meet the terms and conditions of this agreement, as finally executed or as may be modified in the future.

4. Temporary Construction Easement

The Port acknowledges that TxDOT and/or the Developer may request access to areas on Port property outside of the Easement for the storage of equipment, material, and supplies used by the Developer in the construction of the Project, and for additional temporary workspace as may be requested by the Developer and/or TxDOT in completing the Project, including the demolition and removal of the Existing Harbor Bridge (the "Temporary Construction Easement(s)" or "TCE(s)"). The Port agrees to endeavor to accommodate such requests for such Temporary Construction Easements from the Developer and/or TxDOT provided the areas and duration of occupancy for the TCE will not adversely impact Port operations. The Port may charge the Developer a reasonable fee for each TCE consistent with recent Port lease rates, terms, and procedures granted to others for similar easements and leases. Any such TCE will be conveyed to TxDOT in TxDOT's name, but will be for the use by the Developer (or any subsequent entity engaged by TxDOT to construct the Project). Use of specific Port property for equipment staging and other activities for support of the Project is subject to availability of a TCE at the time the Project needs the specific Port property. If the specific Port property is not available when needed for use by the Project, then the Port is not required to provide the specific Port property for use by the Project. Any such TCE shall terminate by no later than final acceptance of the Project by TxDOT.

5. Access to Work Areas

A. Secured Areas

TxDOT and the Port agree to the provisions regarding access to Port property and secure access as contained in Attachment D attached hereto, as it may be amended from time to time by the parties. Further, any fines that are levied as a result of the Developer and/or TxDOT intentionally or negligently violating the provisions of 33 Code of Federal Regulations Section 105 related to secure facilities, will be the sole responsibility of the individual(s), the responsible employer, and/or TxDOT. The areas of Port property currently subject to the security requirements are shown on Attachments "E-1" and "E-2," which are incorporated herein. These areas may be modified as mutually agreed between the Parties as may be necessary to accommodate Port operations and the Project.

B. Fencing

TxDOT will require the Developer to construct security fencing, or to modify existing fencing, with gates, access points, and other features as shown in Attachments E-1 and E-2, or as

mutually agreed by the Parties, to maintain a secure perimeter for the Port around the secure areas designated or agreed upon by the parties for access and use by TxDOT of the Developer, taking into account reasonable access for construction of the Project. Gates providing access into secure areas of the Port will, at all times, have a Texas Department of Public Safety Private Security Bureau certified security guard, or an authorized Port employed security officer, who holds a valid, current TWIC certification, posted to ensure access control and security measures involving entry/egress and identification of personnel are followed at all times when the Developer is conducting construction activities on Port property requiring movement of personnel, equipment, and/or materials into, and/or out of, the secure areas. At all other times, the gates will be locked, and the Port and TxDOT will be provided with keys to the locks. The construction of the security fencing will be in accordance with the fencing specifications contained in Attachment F-1, which is incorporated herein, and the gate and fence standards shown in Attachment F-2, which is also incorporated herein.

The security fencing installed by Developer will remain in place and be maintained by the Developer until final acceptance of the New Harbor Bridge, at which point the Developer will remove the security fencing and restore the fencing to its original configuration or as may be mutually agreed by the Parties to accommodate the completed Project and Port security requirements.

6. Construction

A. Security Cameras and Lighting

TxDOT and the Port agree that the Port will be permitted to provide and install, at its expense, security cameras and security / operational lighting on the New Harbor Bridge at the locations shown in Attachments "G-1" and "G-2," attached hereto and incorporated herein. TxDOT will require the Developer to install, at no expense to the Port, all conduit and other equipment necessary to support the security cameras and lighting, which will be consistent with Attachment "G-3," attached hereto and incorporated herein. Upon substantial completion of the New Harbor Bridge portion of the Project containing the conduit and the equipment necessary to support the security cameras and lighting, the Developer or TxDOT shall notify the Port that the structure is ready for the Port to install the security cameras and lighting. Thereafter, the Port shall be permitted access, as coordinated with the Developer and TxDOT, to the Project as needed to install and maintain the cameras and Port installed lighting until the Project is substantially complete, after which the Port will have access as needed for maintenance or replacement activities related to the cameras and Port installed lighting.

Operation and maintenance of the security cameras and Port installed lighting will be the responsibility of the Port, including paying the electrical costs for the cameras and Port installed lighting, and TxDOT will provide the Port such access to the New Harbor Bridge as is necessary to operate and maintain the cameras and Port installed lighting. The Port agrees to comply with TxDOT's reasonable safety, security, and insurance requirements in performing work to operate and maintain or replace security cameras and Port installed lighting mounted on TxDOT infrastructure.

Notwithstanding the types and locations of security and operational lighting provided for herein, the Port agrees that the security and operational lighting it installs and operates will not interfere with, or adversely affect the appearance of, the aesthetic lighting to be in use on the New Harbor Bridge.

B. Removal of Existing Structures

Certain existing structures located on the Port property within the Easement are permitted to be removed as follows:

i. Cold Storage Warehouse Facility

The Cold Storage Warehouse Facility located at 701 E. Navigation Boulevard on the Port's property has been sold to a third party and is to be removed by the purchaser to the level of the existing concrete foundation and/or floor slab level prior to commencement of the Project. The Port will ensure that the purchaser of the building is responsible for the cost of the removal of the structure as provided herein. The Cold Storage Warehouse Facility is scheduled to be removed prior to September 30, 2015. However, should the removal of the facility not be completed prior to September 30, 2015 the Port will provide, and coordinate access to the site by the Developer to inspect the conditions to be encountered, to conduct surveys or other pre-construction activities as necessary to support the Project. If the facility is not removed by September 30, 2015, the Port agrees that it will use its best efforts to have the facility removed as soon thereafter as practicable, but in any event no later than the date on which TxDOT issues Notice to Proceed 2 ("NTP2") for the Project. At least 30 days before TxDOT issues NTP2 to the Developer allowing construction to proceed, TxDOT shall notify the Port of the date that TxDOT plans to issue NTP2.

For the avoidance of doubt, the Port will not remove the existing foundations, floor slabs, utilities and piping within the floor slab, truck dock, retaining walls, paving, underground utilities and piping, exterior stairs, and railings. Elements of the facility that will be left in place may conflict with construction of the Project, and may be removed by the Developer at the Developer's cost in accordance with the requirements of Attachment "H," attached hereto and incorporated herein, to the extent necessary to support construction of the Project.

ii. Gulf Stream Marine Building on East Port Ave

The east end of the building currently leased by Gulf Stream Marine falls within the Easement. If the structure will be impacted by construction or operation of the New Harbor Bridge, the entire building may be removed, or, alternatively, only that portion contained within the Easement may be removed, provided that prior to such removal the Port is satisfied that the remaining portion of the building is structurally sound and can be adequately enclosed with like construction. This work, including enclosing any remaining portion of the structure, will be performed by the Developer at the Developer's cost.

iii. Cargo Storage Buildings 26 and 27

If the Port owned structures known as Buildings 26 and 27 are impacted by or interfere with the construction or operation of the New Harbor Bridge, then either or both shall be removed in their

entirety by the Developer at the Developer's cost. The fencing around those buildings may also be removed as necessary to support construction and operation of the Project and as agreed and coordinated with the Port. The Port agrees that the buildings shall be vacated before the scheduled date for TxDOT to issue NTP2. The Port will provide and coordinate access for the Developer to this site for inspections, surveys and other pre-construction activities, as necessary to support the Project before the buildings are vacated.

In the event the Developer plans to remove either or both of these buildings, the Developer may utilize either or both of these buildings, as is, where is, with all faults, to support Project activities. The buildings may be used by the Developer only after (i) conveyance of the Easement to TxDOT, and (ii) issuance of NTP2 by TxDOT, and may be used until such time that the buildings are removed.

iv. H&S Constructors, Inc. Building

If any structure currently owned or leased by H&S Constructors, Inc. is impacted by or interferes with the construction or operation of the New Harbor Bridge, the building or buildings shall be removed in their entirety by the Developer at the Developer's cost.

v. Two Mobile Buildings on Cargo Dock 5

One mobile building located on the west side of the Project right-of-way at Cargo Dock 5 is owned by the Port and is currently leased to Accutrans Inc. A second Mobile Building is located on the east side of the Project right-of-way. Both buildings will be removed by the Port at its expense, though the Port and/or the tenant may be entitled to receive relocation assistance pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601 et seq.) (the "Uniform Act"). At least 30 days before TxDOT issues Notice to Proceed 2 ("NTP2") to the Developer allowing construction to proceed, TxDOT shall notify the Port of the date that TxDOT plans to issue NTP2. The Port agrees that the buildings shall be removed before the scheduled date for TxDOT to issue NTP2.

TxDOT, by and through the Developer, is responsible for the removal and disposal of all materials and waste in connection with the removal of those structures described in (i), (ii), (iii) and (iv) above. To the extent TxDOT performs the removal of the mobile buildings described in (v) above, then TxDOT, by and through the Developer, is responsible for the removal and disposal of all materials and waste in connection with the removal of those structures. To the extent permitted by any applicable lease agreement, the conveyance of the Easement by the Port to TxDOT shall include any and all materials, equipment, fixtures, and other items of value located in, on, or attached to the above described structures which have not been disposed of by the Port prior to the beginning of the demolition of the structures. TxDOT will require the Developer to be responsible for the management, treatment, handling, storage, remediation, removal, transportation (where applicable) and/or disposal of all hazardous materials encountered in connection with the demolition of those structures.

One or more of the existing structures described above may be the subject of a lease to a third party. No demolition or removal of the structures shall take place except in accordance with the

terms of any such lease, or unless the consent of the tenant is obtained by TxDOT and the Developer.

TxDOT acknowledges that the buildings are provided "AS IS – WHERE IS" with all faults, including but not limited to any and all pollutants, asbestos, underground storage tanks and/or any other hazardous materials, and that the Port has not made any representations or warranties as to the condition of the buildings. The Port will provide to TxDOT information the Port may have concerning the environmental status of the buildings and associated properties. TxDOT agrees to include similar disclaimer of warranty language regarding these buildings in its contract with the Developer.

Removal of structures and buildings associated with the construction of the Project will be completed in a workmanlike and orderly manner such as to leave areas outside of property required to support and operate the Project in a clean, neat, and usable condition. Asphalt and concrete pavement to be removed will be saw cut, and replaced or patched as necessary. Removal plans will be coordinated with the Port to limit impacts to Port and Port customer operations so that areas not incorporated into the New Harbor Bridge structure or required for Project operations will be available for future uses by TxDOT or the Port.

C. Cargo Dock 10

Martin Midstream Partners ("Martin") currently operates a petroleum loading operation located on the Channel side of Cargo Dock 10 pursuant to a lease agreement with the Port. The Martin lease agreement contains an early termination clause permitting the Port to terminate the lease in the event the use of the property interferes with the design, construction, or relocation of the New Harbor Bridge. This agreement serves as notice to the Port that the use of the property by Martin will cause such interference. The lease allows Martin 180 calendar days to vacate the leased premises following the date Martin receives written notice of termination of the lease from the Port (the last day of such 180-day period being referred to herein as the "Exit Date"); however, the Port may not provide such notice of termination to Martin earlier than December 1, 2015. TxDOT or the Developer, at their discretion, may enter into an agreement with Martin to vacate the leased premises by a date earlier than the Exit Date (such earlier date being referred to herein as the "Earlier Exit Date"). In such instance, the Port will negotiate with Martin such changes to the lease agreement as may be necessary to provide for the earlier termination of the lease as provided in Section 7 "Third Party Leases" herein. In the event that neither TxDOT nor the Developer enters into an agreement with Martin providing that Martin will vacate the leased premises by an agreed date earlier than the Exit Date, then promptly upon request from TxDOT, the Port shall provide the notice of termination to Martin, which may not be provided earlier than December 1, 2015, requiring Martin to vacate the premises within 180 days of Martin's receipt of the notice. Construction of the New Harbor Bridge will be scheduled by the Developer to allow Martin time to vacate the leased premises as late as the Exit Date or as late as the Earlier Exit Date, if applicable. The Martin lease also provides for the Port to permit others to enter on the leased premises for certain purposes as set forth in the Martin lease; the Port agrees to provide such access to TxDOT and/or the Developer upon request.

Any work by the Developer on or near Cargo Dock 10, prior to Martin vacating the area, will be coordinated between the Developer, Port and Martin to limit impacts to their respective ongoing operations.

D. Relocation Assistance

TxDOT and the Port each agree that, in connection with the relocation of tenants or landowners within the Easement as contemplated or made necessary by this Agreement or as described in section 6.B or 6.C, they will comply with the Uniform Act.

E. Railroads

The Port owns and operates certain railroad tracks on Port property, as shown in Attachments “I-1” and “I-2,” which are attached hereto and included in this agreement, including the notes on such Attachments. The Developer is permitted to relocate or modify existing tracks, install new turn-outs to by-pass impacted track, or make other changes to the tracks on the south side of the Channel, as may be necessary for the construction and operation of the Project and as shown on Attachment I-1, and in accordance with the notes thereon. Such work will be coordinated with the Port. On the north side of the Channel, the Developer is required to locate and mark all structures placed thereon so as to permit the future construction by the Port of either or both of the proposed rail loops shown on Attachment I-2. All costs related to such work shall be borne by the Developer.

During removal of the existing Harbor Bridge, the Developer will protect the existing railroad track running under the south bridge approach, and coordinate removal activities with the Port involving the removal of structures by the Developer to limit impacts to ongoing rail operations.

Railroad track work, track crossings, work over railroad tracks that could impede or impact rail traffic, and work adjacent to railroad tracks that may foul the track or otherwise impede or impact rail traffic will be coordinated with the Corpus Christi Terminal Railroad (CCTR) so as to limit, to the extent practicable, impacts to rail traffic and Port operations. The Port agrees to assist the Developer in coordinating with CCTR as necessary.

The Developer is permitted to provide its own flaggers for crossing the rail lines located on Port property, so long as the Developer coordinates with the CCTR and complies with the Roadway Worker Protection & On Track Safety Rules contained in Attachment I-3, which is attached hereto and incorporated herein. Should work on or near any railroad tracks be more than transient crossing of the rails, the impacted track will be taken out of service in accordance with procedures in Attachment I-3 or as coordinated with CCTR.

Any impacts, fouling or other damage to a track or tracks or other railroad equipment of CCTR or the Port caused by work on the Project on or around the Port or CCTR railroad limits will be repaired or replaced by, and the cost of same paid by, the Developer.

F. Utility Relocation

The Port owns utility facilities and appurtenances that are or may be in locational conflict with the Project (the “Port Utilities”). The Port will execute a Project Utility Adjustment Agreement

with Developer for eligible utility adjustments in accordance with Texas Transportation Code § 203.092.

G. Channel Closure and Access to Channel

- i. The Developer shall submit for approval by the Port the Corpus Christi Ship Channel Plan which shall contain the information required by section 2.9 of the Technical Provisions for US 181 Harbor Bridge Project Comprehensive Development Agreement, as such are contained in the latest version of the RFP.
- ii. The Port agrees to close the Corpus Christi Ship Channel (“Channel”) in the vicinity of either or both the New Harbor Bridge and the existing Harbor Bridge as needed for the construction and operation of the Project, and also for the demolition of the Existing Harbor Bridge, on the terms and conditions described in Attachment “J,” which is attached hereto and incorporated herein.
- iii. The Port, with assistance as needed from TxDOT and/or the Developer, will coordinate with the United States Coast Guard (“USCG”), the Harbormaster, industries using the Channel, and the Aransas – Corpus Christi Pilot’s Association (“Pilots”) regarding any such Channel closure.
- iv. Structures associated with the New Harbor Bridge shall be constructed so as to provide for the clearances shown in Attachment “K,” which is attached hereto and incorporated herein. During periods of closure of the Channel, the Developer will be permitted access to the Channel as needed for the construction of the Project and/or the demolition of the Existing Harbor Bridge. During a full closure, all other traffic in the Channel will be prohibited; during a partial closure, other traffic will be prohibited in that part of the Channel subject to the partial closure.
- v. Access to the Channel will be provided as shown in Attachment “L,” which is attached hereto and incorporated herein. The “In Water Work Areas” may be used by Developer at all times, without any additional charges. No permanent structures may be placed on the Channel side of the Bulkhead Lines. Temporary structures may be located within and beyond the Bulkhead Lines, but not within the Federal Channel Limits, as approved by the Port, the USCG, and the Pilot’s Association. Developer may not operate any vessel within the Inner Harbor channel without the approval of the Port, the Harbormaster, and the USCG, and vessel movements within the Inner Harbor will be coordinated by the Harbormaster’s Office at all times that other vessel traffic is possible.

H. Environmental

- i. TxDOT will require the Developer to prepare, provide to the Port for review, and implement Storm Water Pollution Prevention Plans (SWPPP) and storm water pollution prevention measures consistent with the Port’s existing Municipal Separate Storm Sewer System (MS4) permit, other applicable Port permits, and applicable regulatory requirements.

- ii. Design and construction of the permanent Storm Water System for the Project, on and over Port property, will be coordinated with the Port, as necessary, to be compatible with the Port's existing storm water systems and regulatory permits. In that regard, the Port will provide to TxDOT and Developer information as requested regarding the Port's existing storm water systems and regulatory permits, including, but not limited to, plans, specifications, as-builts, operating information, copies of the permits, and other information as to the location and types of facilities.
- iii. Design of the permanent Storm Water system for the Project, on and over Port property, will include reasonable technology in the design and construction to prevent petroleum, hazardous or deleterious material spills and excess sediment from entering the Channel or the Port's existing storm water systems.
- iv. TxDOT and/or the Developer will be responsible for containment, mitigation, clean up and reporting of any release or spill of oil or hazardous materials which occurs in conjunction with the Project. The Port shall be notified of any spills and mitigation and cleanup efforts shall be coordinated with the Port.

I. Site Investigations

TxDOT and/or the Developer will be permitted during the term of this Agreement to conduct site investigations and engineering studies as needed or desired for the purpose of the Developer performing its obligations under the US 181 Harbor Bridge Project Comprehensive Development Agreement (the "CDA") between TxDOT and the Developer. This work may include subsurface soils investigations and other investigations as may be needed or desired.

J. Miscellaneous

- i. The Developer in designing the support structures of the New Harbor Bridge will coordinate with the Port and provide, to the extent practicable, for the ongoing use of land under the New Harbor Bridge for Port operations and will design support structures to be compatible with operations such as cargo movement and storage.
- ii. The Developer shall ensure construction illumination is directional and does not spill outside the construction zone or impede visibility of moving vessels or vehicles on nearby travel ways.
- iii. Prior to hanging any bridge beams on or above Port property, TxDOT will require the Developer to provide fifteen (15) calendar days written or email notice to the Port, and the Developer shall coordinate with the Port regarding issues arising from the placement of such beams.
- iv. Developer will implement construction controls or other means necessary to limit the potential for materials, tools, equipment or other items to be dropped into the Channel or onto Port property during construction. The Port or USCG may require that the Developer recover in a timely manner any construction materials or equipment that may be dropped into the Channel.

- v. Developer's design will include provisions to prevent the dropping or throwing of items from the New Harbor Bridge after construction into the Channel or onto operational areas of the Port.
- vi. Developer's design will include consideration of limiting bird roosting on the New Harbor Bridge and support structures over Port property.
- vii. Project work that may impact traffic on roadways within and leading to the Port will be coordinated with the Port in advance to limit impacts to Port operations and Port customers. The Developer will develop, in coordination with the Port, City of Corpus Christ, TxDOT and Port industries, as appropriate, traffic control plans to be implemented as necessary during Project construction activities to provide for the safe transit of traffic through and around areas of construction on and near the Port.
- viii. TxDOT shall require that any damage done by the Developer to Port owned roads, pavements, utilities, railroads, infrastructure, or other improvements will be promptly repaired by the Developer to the Port's reasonable satisfaction. Any damage to Port or Port tenant or customer property caused by the Developer shall be promptly repaired by the Developer to the Port's and/or the owner's reasonable satisfaction.
- ix. The design loading in the areas around the bridge support structures, for purposes of bridge design will be considered to be up to 1500 pounds per square foot and of a transient nature.
- x. Should the mooring structure located within the Easement on the south side of the Channel be impacted by the Project, as determined by the Port, or should the mooring structure interfere with the construction, operation, or maintenance of the Project, the mooring structure will be relocated by the Developer to the west of the existing location. The final location and the final design will be as approved by the Port. The design of the relocated mooring structure shall be in accordance with the Port's Project Manual in effect at that time. For matters not covered by the Project Manual, standard marine design practice should be followed. All costs of the removal, relocation, and reconstruction of the mooring structure will be borne by the Developer.

7. Third Party Leases

The Port is a party, as lessor, to certain leases granting leasehold interests in Port property to third parties, which leasehold interests will, or potentially will, interfere with the construction, operation, and/or maintenance of the Project (the "Leases"). The Leases which have been identified to date are shown on Attachment "M" which is attached hereto and incorporated herein. If, subsequent to the date of this agreement, other leasehold interests are determined, in the sole discretion of TxDOT and/or the Developer, to interfere with or potentially interfere with, the construction, operation, and/or maintenance of the Project, then the leases pertaining to those leasehold interests shall be added to Attachment M and shall be a "Lease" subject to the terms of this agreement.

With regard to each such Lease, the Port agrees as follows:

- i. To provide TxDOT a copy of all such Leases, including all amendments, extensions, and/or renewals of such leases.
- ii. To not renew or extend any Lease without the consent of TxDOT. The Port will advise TxDOT and the Developer if a lessee under a Lease elects to exercise an option provided for in a Lease to extend the term of the Lease. The Port will consult with TxDOT and the Developer to determine if an extension of the term of the Lease will interfere with the construction, operation, or maintenance of the Project. If the terms of the Lease must be changed, then the Port will work with TxDOT Right-of-Way personnel to negotiate a revision of the Lease agreement or a termination of the Lease.
- iii. To not amend any Lease to enlarge the area covered by the Lease, or to otherwise increase the leasehold burden in such a fashion as to interfere with, or potentially interfere with, the construction, operation, and/or maintenance of the Project, without the consent of TxDOT.
- iv. If requested by TxDOT or the Developer, and if permitted by the terms of the Lease, to terminate the Lease, or to modify the Lease as necessary to accommodate the construction, operation, and/or maintenance of the Project, according to the terms of the Lease. TxDOT, either itself or by causing the Developer to pay, will pay to the Port all costs, fees, charges, and other expenses incurred by the Port in connection with the termination or modification of any Lease.
- v. If TxDOT and/or Developer determine, in their sole discretion, that a leasehold interest provided for in a Lease will interfere with the timely construction, operation, and/or maintenance of the Project, and such Lease is not, according to its terms, able to be modified or terminated so as to accommodate the construction, operation, and/or maintenance of the Project, then the Port, in consultation with TxDOT, agrees to negotiate or support TxDOT in negotiating with the lessee in an attempt to obtain a modification or early termination of the Lease as may be needed. The Port will prepare and execute lease modifications, as may be necessary, to effect negotiated modifications and/or early termination. The Port agrees not to enter into any such modification or termination without the consent of TxDOT. TxDOT, either itself or by causing the Developer to pay, will pay to the Port all costs, fees, charges, and other expenses incurred by the Port in connection with any such modification or termination of any Lease.

The Port agrees not to enter into any new lease covering any portion of the property owned by the Port without the consent of TxDOT if such new lease would, or may, interfere with the construction, operation, and/or maintenance of the Project or the demolition of the Existing Harbor Bridge.

8. Insurance

While this agreement is in effect, TxDOT shall require the Developer and its subcontractors to carry and maintain at their sole expense the policies of insurance described in Section 9 and

Exhibit 14 of the CDA (“the Policies”), copies of which are attached hereto as Attachment “N-1”. The Port acknowledges that TxDOT may permit the Developer to reduce the policy limits of the Policies in the period before the Developer begins construction work in the Easement or the TCEs (the “Interim Period”); provided, however, that TxDOT may not permit the Developer to reduce the policy limits of the Policies listed in Attachment “N-2” below the policy limits specified in Attachment “N-2” without the written consent of the Port.

The Port shall be furnished, Attention: Risk Program Manager, prior to TxDOT and the Developer commencing any work on the Project, as proof of the insurance required of the Developer, a certificate or certificates of insurance (and the endorsements required in this paragraph shall be attached to the certificate or certificates of the insurance) describing the Policies. Each of the Policies will be endorsed to (a) (except for Workers' Compensation, employer's liability insurance, and professional liability) name the Port, its Port Commissioners, officers, officials, employees and agents as additional insureds under the Policies (b) provide that it will not be suspended, voided, canceled or reduced in coverage or limits without thirty (30) days' prior written notice to the Port, Attention: Risk Program Manager (provided, however, that 10 days' notice is acceptable if the cancellation is due to non-payment), and (c) (for those Policies wherein the Port is an additional insured) provide that the coverage under Policy is primary and non-contributory notwithstanding any language in any policy of insurance held by Port (“Port Insurance”) to the effect that the Port Insurance is primary.

TxDOT and the Developer shall deliver to Port renewal insurance certificates at least ten (10) days prior to the date of expiration or termination of any of the Policies. The company writing each of the Policies must have a Financial Strength Rating of no less than "A-" and a Financial Size Category rating of at least "VI" by A.M. Best Company. If TxDOT or the Developer or any subcontractor of the Developer neglects or refuses to provide any insurance required herein, or if any insurance is canceled, the Port may procure such insurance at TxDOT's and the Developer's expense, and the Port is entitled to reimbursement from TxDOT for all amounts spent to procure and maintain the insurance, with interest on such expense at a rate of 10% annually from the date TxDOT and the Developer receives Port's notice of payment until reimbursement.

Attached hereto and incorporated herein as Attachment O is the agreement of TxDOT and the Developer regarding the waiver of certain claims for losses that are covered by insurance.

9. Termination

This agreement shall remain in effect until final acceptance of Project construction by TxDOT (including demolition of the Existing Bridge), unless:

- i. The agreement is sooner terminated in writing with the mutual consent of the parties;
- ii. The agreement is terminated by one party because of a material breach which is not timely cured, as provided for below; or
- iii. The Project does not proceed because of insufficient funds or other reason in the discretion of TxDOT.

In the event of a breach or claimed breach by one party to this agreement, the non-breaching party shall deliver written notice of default to the other party. Upon receipt of the notice of default, the breaching party shall have thirty (30) days to cure the default, provided that if the default is of such a nature that the cure cannot with diligence be completed within such time period and the breaching party has commenced meaningful steps to cure promptly after receiving the default notice, the breaching party shall have such additional period of time, up to a maximum cure period of one hundred twenty (120) days, as is reasonably necessary to diligently effect cure.

In the event the breaching party fails to cure the default within the cure period provided, then the non-breaching party may terminate this agreement by providing written notice of such termination to the breaching party. This remedy is not exclusive, and the non-breaching party retains all other remedies at law and in equity, including but not limited to the right to enforce this agreement and seek damages for its breach.

10. Amendments

This agreement may only be amended through a mutually agreed upon, written amendment executed by TxDOT and the Port. Any amendments to this agreement must be approved by the Port Commission of the Port acting in an open meeting of the Port Commission.

The Parties recognize, and agree, that final designs and construction plans for the Project are not complete and that such final designs and construction plans when complete may include conflicts or circumstances not recognized or addressed herein, or may warrant modification to provisions contained herein. Accordingly, the Parties agree to negotiate in good faith any reasonable request for modifications or additional provisions related to construction access on Port property related to the Project as recognized or requested by the Port, TxDOT or the Developer and to incorporate related mutually agreed additional provisions or modifications in this agreement by written amendment.

11. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

12. Notices

All notices to either party shall be delivered personally, via email, or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Port: John P. LaRue Executive Director Port of Corpus Christi Authority P.O. Box 1541 Corpus Christi, Texas 78403 Email address: Physical Address: 222 Power Street Corpus Christi, Texas 78401	State: [Title] Texas Department of Transportation 125 E. 11th Street Austin, Texas 78701 Email address:
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All notices shall be deemed given on the date delivered in person, deposited in the mail, or, in the case of email notice, actually received by the recipient, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

13. Release of TxDOT

THE PORT RELEASES TXDOT FROM, AND WAIVES ANY CLAIM AGAINST TXDOT FOR, ANY AND ALL CLAIMS, DAMAGES, JUDGMENTS, LOSSES, PENALTIES, COSTS, EXPENSES, AND ANY OTHER LOSS, ARISING FROM, RELATING TO, OR CAUSED BY, ANY ACT OR OMISSION OF THE DEVELOPER IN CONNECTION WITH THE DEVELOPER'S WORK ON THE PROJECT, INCLUDING ALL SUCH CLAIMS FOUNDED IN WHOLE OR IN PART ON THE NEGLIGENCE, GROSS NEGLIGENCE, RECKLESSNESS, OR INTENTIONAL CONDUCT OF THE DEVELOPER.

14. Severability

If any provision of this agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

15. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by TxDOT shall remain the property of TxDOT. All data prepared under this agreement shall be made available to TxDOT without restriction or limitation on their further use; however, providing documents or other information under this agreement to TxDOT does not constitute a waiver of any claim by either the Port or TxDOT that such documents are not public information under the Texas Public

Information Act (“PIA”), or are exempt from disclosure under the PIA. All documents produced or approved or otherwise created by the Port shall be transmitted to TxDOT in electronic form or photocopy reproduction, at TxDOT’s election, on a monthly basis, or as agreed by the Parties, as required by TxDOT. The originals shall remain the property of the Port.

TxDOT will provide the Port with copies of documentation, designs, and record drawings of bridge structures, docks, fenders, mooring structures, roads, railroads or other structures constructed on Port property in conjunction with the Project and for structures, utilities, roads, railroads, and other Port infrastructure that is moved, modified, or removed in conjunction with Project construction. TxDOT will also provide to the Port copies of other documentation developed during the course of the Project that the Parties may agree is beneficial to the Port. TxDOT will retain ownership of the original documents.

16. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

17. Sole Agreement

This agreement constitutes the sole and only agreement between the parties with regard to construction access to Port property related to the Project and supersedes any prior understandings or written or oral agreements respecting the agreement’s subject matter. In the event that language in this agreement differs or conflicts with language in other agreements executed between the Parties relating to the Project, this agreement shall govern for matters related to Project design, construction, and related access to Port property.

18. Parties Bound

TxDOT and the Port each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

19. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented, and each party warrants to the other that this agreement is a legal, valid, and binding obligation of the party signing, in accordance with its terms.

20. Governing Law; Venue

This agreement must be construed and its performance enforced under Texas law. Venue of any action arising out of this agreement will be in Nueces County, Texas.

21. Time of Essence

Time is of the essence with respect to each date or time specified in this agreement by which an event is to occur.

22. Attorneys' Fees

In the event Port or TxDOT breach or default upon 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 the reasonable attorneys' fees incurred by the prevailing party.

23. Captions

All captions in this agreement are for reference and convenience only and shall not modify or affect the provisions of this agreement in any manner.

24. Public Disclosure

The Port and TxDOT are governmental entities subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act ("PIA") (Texas Government Code, chapters 551 and 552), and as such, either may be required to disclose to the public (upon request) this agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. If a request is made under the PIA to one party for the disclosure of documents of the other party that are or may be exempt from or protected from disclosure by the PIA, then the party receiving the request will promptly notify the other party of the receipt of the request, and will submit a request for an opinion from the Office of the Attorney General prior to disclosing any such documents. The parties agree that the disclosure of this agreement or any other information or materials related to the consummation of the transactions contemplated hereby to the public as required by the Texas Open Meetings Act, Texas Public Information Act or any other law will not expose either the Port or TxDOT (or any party acting by, through or under either of them) to any claim, liability or action by the other party.

25. Recording

This agreement (including any exhibit hereto) may not be recorded without the prior written agreement of the parties. A memorandum of this agreement may be recorded upon the agreement of the parties hereto to the form and substance of the memorandum.

26. Interpretation

Both the Port and TxDOT and their respective legal counsel have reviewed and have participated in the preparation of this agreement. Accordingly, no presumption will apply in favor of either the Port or TxDOT in the interpretation of this agreement or in the resolution of the ambiguity of any provision hereof.

27. Contractual Relationship

TxDOT and the Port agree that neither party is an agent, servant, or employee of the other party, nor is the relationship between them to be deemed a partnership or joint venture. This agreement is for the sole benefit of the Port and TxDOT, and no other person, entity or third party, unless the benefit to a person, entity or third party is expressly stated in this agreement.

Further, TxDOT and the Port agree that the Developer is an independent contractor of TxDOT, and as such, TxDOT is not responsible for any acts, errors, or omissions of the Developer.

28. Counterparts

This agreement 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 form one physical document. The parties may provide signatures to this agreement by facsimile or Adobe ".pdf" file, and such facsimile or Adobe ".pdf" file signatures shall be deemed to be the same as original signatures.

29. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

30. Assignment

This agreement may not be assigned in whole or in part by either party without the express written consent of the other party, except for assignment to a successor governmental entity that performs all or substantially all of the obligations of the assigning entity. TxDOT and the Port each binds itself, its successors, assigns, and administrators to the other party to this agreement and to the successors, assigns and administrators of such other party in respect to all the covenants in this agreement.

THIS AGREEMENT IS EXECUTED by TxDOT and the Port in duplicate.

THE PORT OF CORPUS CHRISTI AUTHORITY

John P. LaRue
Executive Director
Port of Corpus Christi Authority

Date

THE TEXAS DEPARTMENT OF TRANSPORTATION

[Name]

[Title]

Date

LIST OF ATTACHMENTS

ATTACHMENT NO.	ATTACHMENT DESCRIPTION	INCLUDED?
A	Project Map	y
B	Port Resolution	n
C	Form of Conveyance of Easement (including legal description of Easement)	y
D	Item 669(C)(R) 04-15-2009 Access to Port Authority Property	y
E-1	North Side Fence Construction and Secured Areas	y
E-2	South Side Fence Construction and Secured Areas	y
F-1	Fencing Specifications	y
F-2	Port Gate and Fence Standard	y
G-1	North Side Security Cameras and Lighting	y
G-2	South Side Security Cameras and Lighting	y
G-3	Bridge Column Conduits	y
H	Cold Storage Facility Requirements	y
I-1	South Side Rail and Storage Yard Operations	y
I-2	North Side Proposed Rail Loops	y
I-3	Roadway Worker Protection & On Track Safety Rules	y
J	Channel Closure Restrictions	y
K	Bridge Structure Clearance Diagrams	y
L	Profile Along New Bridge ROW Construction Horizontal & Vertical Clearances	y
M	Third Party Leases	y
N-1	Section 9 and Exhibit 14 of the CDA	

N-2	Insurance Coverage Requirements in the Interim Period	
O	Agreement Regarding Waiver of Certain Claims	

DATE: September 15, 2015

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 11

Approve Second Reading of a Franchise Granting Cheniere Ingleside Marine Terminal, LLC, the Right to Cross the North Bulkhead Line of the La Quinta Ship Channel from Its Property Adjacent to the Channel and Related Rights

In late 2014, Cheniere Energy began releasing media reports about its plans to acquire a 522-acre industrial site located along the north side of the La Quinta Ship Channel for the construction of a \$400 to \$600 million condensate storage and shipping complex. Preliminary plans for the project included the construction of nine tanks with 2.7 million barrels of storage capacity and two marine berths capable of handling mid-sized petroleum tanker ships for overseas shipping and barges for domestic shipping.

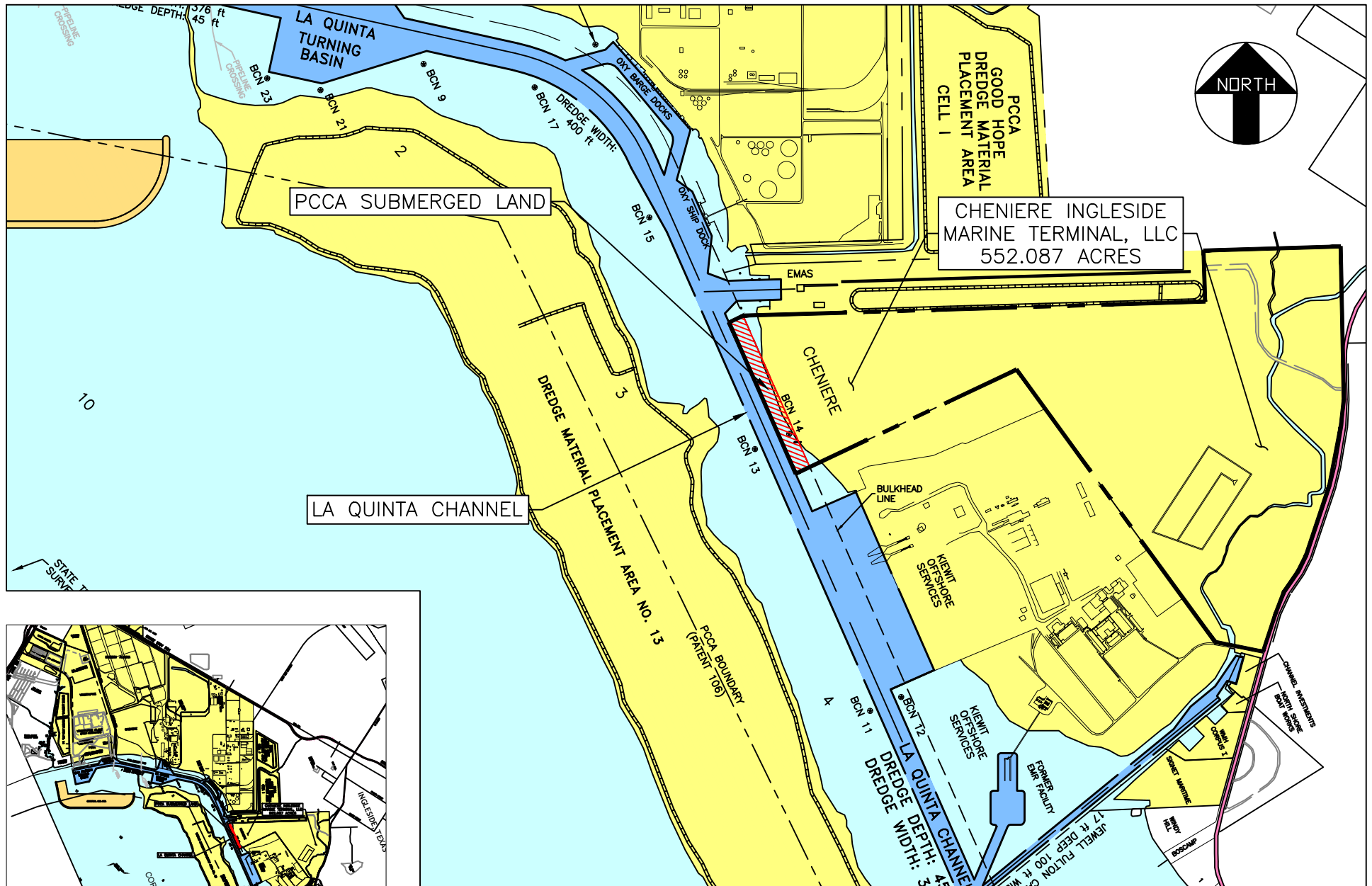
The land transaction is now complete, and Cheniere Ingleside Marine Terminal, LLC, (CIMT) owns the 522-acre tract of land fronting on the north bulkhead line of the La Quinta Ship Channel, as shown on the attached exhibit (the "CIMT Property"). On May 6, 1952, Mr. R.H. Welder and the Nueces County Navigation District No. 1, now known as the Port of Corpus Christi Authority of Nueces County, Texas, (PCCA) Entered into a mutual conveyance under which Mr. Welder conveyed to the PCCA all littoral rights belonging to the CIMT Property. The mutual conveyance provides that the owner of the CIMT Property will not use it for any business seeking access to the La Quinta Ship Channel (*i.e.*, navigation related commerce) through the north bulkhead line of the channel or any purpose without first obtaining a franchise from PCCA to cross the north bulkhead line of the channel, all upon reasonable conditions and upon reasonable rentals as defined in the mutual conveyance.

In connection with its plans to develop the CIMT Property as a condensate storage and shipping complex, CIMT has requested that it be granted a franchise giving it the right of access to the La Quinta Ship Channel for the shipment of condensate and related products from the CIMT Property. In exchange for the right to conduct navigation related commerce on the CIMT Property and cross the north bulkhead line of the channel and certain dredging rights, CIMT will pay PCCA's normal franchise fees for privately owned docks, which is a rental charge equal to 50% of PCCA's then current wharfage rates. A summary of the franchise is included with this memo.

On September 1, 2015, the Port Commission approved and passed the first reading of the franchise.

Staff recommends that the Port Commission approve and pass the second reading of this franchise for Cheniere Ingleside Marine Terminal, LLC. The third and final reading is scheduled for October 20, 2015.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com



LOCATION MAP

h:\ben vasquez\commission exhibits\la quinta ship channel franchise.dwg

PORT **CORPUS CHRISTI**

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS
TO CHENIERE INGLESIDE MARINE TERMINAL, LLC

SCALE:	1:2000
DWN. BY:	BEN V

EXHIBIT "A"

DATE:	2015/08/13
TIME:	08:54:04

LA QUINTA SHIP CHANNEL FRANCHISE
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
TO
CHENIERE INGLESIDE MARINE TERMINAL, LLC

SECTION 1
GRANT OF ACCESS TO CHANNEL

Subject to the terms and conditions of this franchise, the Port of Corpus Christi Authority of Nueces County, Texas (“**Authority**”), hereby grants to Cheniere Ingleside Marine Terminal, LLC, a Delaware limited liability company whose business address is 700 Milam Street, Suite 1900, Houston, Texas 77002, its successors and assigns (“**Grantee**”), for the term specified in this Section 1, the right to cross the North Bulkhead Line (hereinafter defined) where it touches Grantee’s Land (hereinafter defined) and have access to the La Quinta Ship Channel (“**Channel**”) and other waters of Nueces County, Texas, from Grantee’s Land (where it touches the North Bulkhead Line) for all purposes necessary, proper or convenient in connection with: (i) the use and operation of Grantee’s marine terminal as now constructed or that may be hereafter constructed on or adjacent to Grantee’s Land, (ii) the use of Grantee’s Land for other commercial enterprises, and (iii) the use and operation of the docks and wharves constructed or to be constructed on Grantee’s Land. Grantee may operate, and continue the operation of, docks and dock facilities now or hereafter constructed on Grantee’s Land with access to the Channel as provided herein and with such additions, alterations, enlargements or new structures or facilities as Grantee may require and construct in the conduct of its business. The term of this franchise shall begin when Grantee files its written acceptance of it with the Authority in accordance with Section 13 of this franchise and shall end on September 30, 2045.

“**Grantee’s Land**” is that certain 552.087 acres, more or less, of land situated in San Patricio County, Texas and Nueces County, Texas, which is shown on the plat attached hereto as **Exhibit A** and which is more particularly described in **Exhibit B** attached hereto, and both exhibits are incorporated herein by reference. The portion of Grantee’s Land which was conveyed to Grantee’s predecessors in title by the Nueces County Navigation District No. 1 by that certain Mutual Conveyance described in Section 8 of this franchise is referred to in this franchise as “**Grantee’s Submerged Land**”. Grantee’s Submerged Land consists of two tracts (Tract 1 of approximately 1.508 acres, more or less, and Tract 2 of approximately 0.43 acres, more or less), and for ease of reference only is shown as the shaded areas on the Authority’s Boundary Map attached hereto as **Exhibit C**.

SECTION 2
AUTHORITY’S SUBMERGED LAND

The Authority has established the north bulkhead line of the Channel, which is the line beyond which no structure may be built, and this line is referred to herein as the “**North Bulkhead Line**”. A portion of Grantee’s Land touches the North Bulkhead Line. The Authority owns the submerged land between the Grantee’s Land and the Channel that is labeled as the

“PCCA Submerged Tract” on the Authority’s Boundary Map attached hereto as **Exhibit C** and referred to in this franchise as the **“Authority’s Submerged Land”**. Grantee may cross the North Bulkhead Line (where it touches Grantee’s Land) and conduct and perform all dredging and excavation operations in, on and under the Authority’s Submerged Land as may be necessary, proper or convenient to provide slips for, and access to, Grantee’s docks and wharves on Grantee’s Land and a means of access from these docks and wharves to the Channel. Nothing in this Section 2 shall be construed as giving Grantee permission to construct any structures on the Channel side of the North Bulkhead Line.

SECTION 3
RENTALS

For the rights granted to it hereunder, Grantee shall pay to the Authority a rental calculated upon the movements of property or commodities across the North Bulkhead Line to or from docks and wharves on Grantee’s Land, said rentals to be computed and determined in the following manner:

A. Cargo Owned by Others. For all property or commodities owned by a party, or being purchased or sold by a party, other than the holder of this franchise (or one of its affiliates) which is shipped by water across the North Bulkhead Line to, from, or across docks or wharves on Grantee’s Land, a rental equal to the product of (i) the quantity of the property or commodities so shipped, multiplied by (ii) fifty percent (50%) of the Authority’s then current tariff wharfage rate on the same type of property or commodity.

B. Named Commodities Owned by Grantee. For bauxite ore, alumina, cryolite, pitch, coke, fluorspar, caustic soda, soda ash, lime, limestone, and aluminum billet, blooms, ingot, pigs, slabs, and any aluminum products (collectively, “Named Commodities”) owned by the holder of this franchise (or one of its affiliates) or being purchased or sold by the holder of this franchise (or one of its affiliates) which is shipped by water across the North Bulkhead Line to, from, or across docks or wharves on Grantee’s Land, a rental equal to two cents (2¢) per long ton of 2,240 U. S. pounds.

C. Cargo Other Than Named Commodities Owned by Grantee. For all property or commodities, except the Named Commodities, owned by the holder of this franchise (or one of its affiliates) or being purchased or sold by the holder of this franchise (or one of its affiliates) which is shipped by water across the North Bulkhead Line to, from, or across docks or wharves on Grantee’s Land, a rental equal to the product of (i) the quantity of the property or commodities so shipped, multiplied by (ii) an amount (the “Rental Rate”) not more than fifty percent (50%) of the Authority’s then current tariff wharfage rate on the same type of property or commodity. The Rental Rate shall be fifty percent (50%) of the Authority’s then current tariff wharfage rate on the same type of property or commodity, unless the Authority agrees to reduce the Rental Rate for a certain type of property or commodity for all individuals or entities holding similar franchises granted by the Authority. The Authority shall give Grantee written notice of any such reductions.

An “affiliate” as used herein means each entity which, directly or indirectly, controls or is controlled by or is under common control or ownership with the holder of this franchise.

Grantee, its successors and assigns, shall keep and maintain a complete and accurate set of books and records showing all property and commodities shipped across the North Bulkhead Line to, from, or across any docks or wharves constructed on the Grantee’s Land in order that the Authority may ascertain therefrom what rentals are due to the Authority from Grantee hereunder, and such books and records shall be subject to the inspection of the Authority, its agents and attorneys, during regular business hours upon written request received by Grantee from Authority no later than five (5) business days prior to the date of such inspection.

The rental payable hereunder shall be paid to the Authority at its offices in Corpus Christi, Nueces County, Texas, and shall be payable monthly or at such other reasonable time or times as the Authority may direct by general rule or regulation which shall be applicable to all persons or parties holding permits or franchises similar to this franchise.

SECTION 4 **CONDITIONS**

This franchise is granted with reasonable conditions for the protection of the Authority and its property and the property of its tenants, to-wit:

A. Hazards. Grantee will at all times conduct its operations so as not to create any unusual fire or health hazard.

B. Plans. Before constructing any waterfront bulkhead, dock or wharf facilities or dredging any related slips or access channels (such facilities, slips and access channels being collectively referred to herein as “***Waterfront Projects***”) on Grantee’s Land or the Authority’s Submerged Land for which a U. S. Department of the Army permit is required, Grantee will submit final construction plans for such Waterfront Projects to the Authority for its approval. Grantee shall not begin construction or dredging of a Waterfront Project until it has obtained the Authority’s written approval of such plans, which approval shall not be unreasonably withheld. Authority will review and approve or disapprove any such plans within thirty (30) days after its receipt of the plans. Should the Authority not approve or disapprove such plans within such thirty (30) day period, the plans shall be deemed to have been approved by the Authority. Grantee shall file with the Authority a copy of any permit or license it obtains from any governmental agency in connection with any construction or dredging described in this Section 4, and any documents placing conditions on or amending them in any material way.

To facilitate the Authority’s review of the plans, Grantee shall submit two (2) sets of formal plans that clearly define the Waterfront Project. The drawings must be prepared in a standard engineering format (24" x 36" drawings) and show all physical features and improvements in and around the project site and must be signed and sealed by a Professional Engineer registered in the State of Texas. In addition, a detailed site plan (minimum 1" = 50' scale) depicting the location and physical layout of the project site and any area to be dredged, adjacent docking facilities, property lines, federal channels, bulkhead lines, existing channel

depth elevations, etc., must be included with the formal plans submitted. The site plan must clearly show the bottom of cut line and top of slope line of any planned dredging. If any dredging is planned by Grantee that will, in Authority's judgment, based upon customary dredging operations, result in removal of a substantial quantity of earth or material from, or damage to, adjacent real property, Grantee must obtain the written permission of the adjacent property owner to carry out such dredging for the project and submit it to the Authority with the formal plans.

C. Compliance. Grantee shall perform all construction or work described in this Section 4 in conformity with applicable building codes and all applicable federal, state and other governmental laws and regulations; and Grantee must comply with any applicable provisions of the code of the National Fire Protection Association.

D. Slips. Grantee's slips constructed on the Authority's Submerged Land or within Grantee's Land shall be maintained by Grantee at a depth sufficient to prevent vessels berthed at the docks there from striking bottom due to lowering of the water level from passing vessels or seasonal low tides.

E. Pollution. Grantee shall take all reasonable precautions to prevent the pollution of the Channel and Authority's Submerged Land and shall faithfully observe all regulations adopted by the Authority to prevent the discharge of pollutants. Grantee shall also comply with all federal and state laws and regulations and municipal ordinances relating to maintaining water quality in the Channel, and will file with the Authority copies of all permits received by Grantee relating to water quality to the extent relating to its activities hereunder.

F. Rules and Regulations. This franchise shall be subject to such reasonable rules and regulations as the Authority presently has in effect or may invoke in the future which apply to all individuals or entities holding similar franchises granted by the Authority.

G. Subject to other Easements. The rights of Grantee hereunder shall be subject to all easements of every kind heretofore granted by the Authority and to the right of the Authority to dredge, and to grant easements to the United States and other governmental agencies to dredge, on the Channel side of the North Bulkhead Line.

SECTION 5 **INDEMNITY**

Except for liabilities caused by the sole negligence, gross negligence or willful misconduct of the Authority, its commissioners, officers, directors, managers, employees, contractors, agents, attorneys or representatives, Grantee shall defend, indemnify and hold harmless Authority, its commissioners, officers, directors, managers, employees, and agents (for the purposes of this Section 5, 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 arising out of or resulting from the sole, joint, concurrent, or comparative negligence of Grantee, its agents, employees, contractors, subcontractors or licensees (collectively, "*Grantee Parties*"), in connection with the exercise by Grantee of the rights and privileges granted herein (each an "*Indemnified Claim*") EVEN IF THE INDEMNIFIED CLAIM ARISES OUT OF OR RESULTS FROM THE JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF THE INDEMNIFIED PARTIES; provided, however, that Grantee shall be relieved of its obligation of indemnity (but not its obligation to defend) with respect to the percentage of such Indemnified Claim arising out of or resulting from the joint, concurrent, or comparative negligence of the Indemnified Parties. In Indemnified Claims against any Indemnified Party by or for an employee of a Grantee Party, the Grantee's indemnification obligation under this Section 5 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Grantee Party under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

SECTION 6
CONSEQUENTIAL DAMAGES

Notwithstanding anything in this franchise to the contrary, neither Authority nor Grantee shall be liable under any circumstances to the other party for special, indirect, punitive, incidental, exemplary or consequential damages resulting from or arising out of this franchise, including, without limitation, loss of profit or business interruption, loss of or deferral of cargo and/or the receiving or transporting of cargo, however the same may be caused, whether by the sole, joint or concurrent negligence, fault or liability without fault of any party, their contractors or subcontractors, but shall be limited to actual damages. Notwithstanding the immediately preceding sentence, a party may recover from the other party all costs, expenses or damages (including, without limitation, indirect, special, consequential, incidental, exemplary, punitive and other damages, as well as reasonable attorney's fees) paid or owed to any third party in settlement or satisfaction of claims of the type described herein for which such party has a right to recover from the other party.

SECTION 7
DEFAULT

In the event of default of Grantee in the performance of any of the terms and conditions herein stipulated to be done by it, or required of it under any valid law, rule or regulation of the government of the United States of America or the State of Texas, and in event such default is not cured or is not in the process of being cured in a reasonably diligent manner within sixty (60) days after the Authority has sent a written notice by registered or certified mail to Grantee at its business address, advising it of the nature and extent of such default, this franchise shall be subject to forfeiture, specific performance, termination or any other remedies at law or in equity at the instance of the Authority by suit in a State District Court located in Nueces County, Texas.

In the event of default of Authority in the performance of any of the terms and conditions herein stipulated to be done by it, or required of it under any valid law, rule or regulation of the

government of the United States of America or the State of Texas, and in event such default is not cured or is not in the process of being cured in a reasonably diligent manner within sixty (60) days after the Grantee has sent a written notice by registered or certified mail to the Authority at its business address, advising it of the nature and extent of such default, this franchise shall be subject to specific performance, termination or any other remedies at law or in equity at the instance of Grantee by suit in a State District Court located in Nueces County, Texas.

SECTION 8
RIGHTS UNDER THE MUTUAL CONVEYANCE CONFIRMED

Grantee's Submerged Land was acquired by Grantee's predecessors in title pursuant to a mutual conveyance between the Nueces County Navigation District No. 1 and R.H. Welder dated May 6, 1952, and recorded under Clerk's File Number 84509, Volume 179, Page 201 of the Deed Records of San Patricio County, Texas, and under Clerk's file No. 599766, Volume 961, Page 360 of the Deed Records of Nueces County, Texas ("***Mutual Conveyance***"). In 2001 the Authority, the heirs, successors and assigns of R.H. Welder, and Kiewit Offshore Services, Ltd., entered into that certain agreement recorded under Clerk's file No. 497098 Official Public Records of San Patricio County, Texas and Clerk's file No. 2001032317 in the Official Records of Nueces County, Texas ("***Supplemental Agreement***") regarding the default, cure, reversionary, and notice provisions of the Mutual Conveyance. The rights and privileges of Grantee and the Authority arising out of the Mutual Conveyance and the Supplemental Agreement are hereby expressly recognized and confirmed and in no wise abridged, lessened or diminished by the granting of this franchise and its acceptance by Grantee or by any surrender, cancellation or forfeiture of the same. The rights, privileges, permission and authority provided for in any Section or portion of this franchise shall be in addition to the rights, privileges, permissions and authority acquired by the Grantee as successor in title to R.H. Welder under the Mutual Conveyance.

SECTION 9
ASSIGNMENT

This franchise may be transferred or assigned to any persons or entities holding title or right of use and occupancy of all or any one part of the Grantee's Land, but not as to two or more segregated or separate parcels – it being intended that the rights of Grantee under this franchise shall at all times be held by one party or by several parties holding the same jointly. Any assignee of this franchise, upon taking transfer or assignment of the same, must file written evidence of such transfer or assignment and of assignee's acceptance of the same at the office of the Authority.

Grantee shall have the right to convey this franchise by mortgage, deed of trust or any other security instrument. If Grantee shall be in default of any of the covenants or conditions of this franchise, the holder of the mortgage, deed of trust or other security instrument may, before forfeiture is invoked by the Authority, make any and all payments and do and perform any and all acts or things which may be necessary to prevent a forfeiture of this franchise and the party making such payments or performing such acts or things shall thereby be subrogated to all rights of the Grantee under this franchise. The Authority agrees that if the holder of any mortgage,

deed of trust or other security instrument delivers a copy of such instrument to the Authority, together with the address to which it desires notices to be sent, the Authority will send to the holder at the address specified copies of all written notices to be served on Grantee under and pursuant to the terms of this franchise. It is understood that the mortgagee, trustee and beneficiary of any security instrument shall in no way be liable to the Authority for any payments or for the performance of any other covenants and conditions of this franchise until such time as it shall acquire by assignment or conveyance from Grantee or by foreclosure or other proceedings provided by law or by the terms of the security instrument all the right, title and interest of Grantee under this franchise; provided, however, that any party who shall acquire said right, title and interest of Grantee, as above provided, shall thereby become liable for all payments and the performance of all other covenants and conditions theretofore and thereafter required to be made by Grantee under the franchise, as fully and to the same extent as if Grantee itself would have been if it still had retained its right, title and interest hereunder.

SECTION 10 **IMPROVEMENTS**

Any and all structures and other improvements which are, and may be, constructed and placed by Grantee, its successors and assigns, upon Grantee's Submerged Land (collectively "*Grantee's Improvements*") shall be and remain at all times the property of Grantee, its successors and assigns, notwithstanding a reversion of title to Grantee's Submerged Land to the Authority pursuant to the provisions of, or as a result of the exercise of any of the rights of the Authority retained in, the Mutual Conveyance and the Supplemental Agreement. In the event of such reversion, Grantee may remove Grantee's Improvements or may continue to maintain and operate them and make additions and replacements to them notwithstanding the occurrence of such reversion of title; provided, however, that in the event of such reversion, Grantee shall be permitted to maintain and operate Grantee's Improvements and any additions thereto and replacements thereof only upon payment of all past due rentals that may be payable under this franchise and only under and pursuant to this franchise, and so long as this franchise is in effect. Nothing in this Section grants, or shall be construed to grant, Grantee the right to cross the North Bulkhead Line from Grantee's Land or improvements thereon without a franchise from the Authority to do so.

SECTION 11 **CHANGE IN APPLICABLE LAWS**

If the statutes of the State of Texas governing the granting of franchises such as this are amended during the term hereof so as to enable Authority to grant franchises for a longer term than thirty (30) years, then and in that event this franchise, if then in effect and in use, shall be extended for such period of time as will, in the aggregate, amount to the greater period fixed in any such amendment to such statutes, unless such extension is prohibited by such amendment.

SECTION 12
GENERAL

All covenants, conditions and agreements of this franchise shall apply to and be binding upon the Authority and Grantee and their respective legal representatives, successors and assigns (when assignment is made in accordance with the provisions hereof). This franchise is made under the applicable laws of the State of Texas and if any term, clause, provision, part or portion of this franchise shall be adjudged invalid or illegal for any reason, the validity of any other part or portion hereof shall not be affected thereby, and the invalid or illegal portion thereof shall be deleted and ignored as if the same had not been written herein. If any of the rights and authorities granted hereunder are in excess of the authority of the Authority, then the rights and authorities shall be limited to such as the Authority is authorized to grant, under the applicable laws. The failure of Grantee or of the Authority to insist upon the strict performance of any of the covenants and conditions of this franchise, or the consent, either express or implied, of either party hereto to any act or omission by the other party in breach or default hereof, shall not be deemed or construed to be a waiver of any such covenant or condition except for that particular instance only and shall not constitute or be construed as a waiver of such covenant or condition or of any further or future breach or default thereof. The expense of publishing notice of this franchise as required by law shall be borne by the Grantee.

SECTION 13
PASSAGE AND ACCEPTANCE

A majority of the Authority's Port Commissioners voted to grant this franchise at meetings of the Port Commission held on August 18, 2015, September 15, 2015 and October 20, 2015, and the final form of this franchise was approved at the last of these meetings. The Authority shall notify Grantee in writing of such approval within two (2) days of such final approval. Grantee must file its written acceptance of this franchise with the Authority within thirty (30) days after the date on which this franchise was finally approved by the Authority's Port Commissioners, and such written acceptance shall be duly acknowledged by the person or persons executing the same. This franchise shall take effect when the Grantee files its written acceptance of it with the Authority in accordance with this Section.

[Authority's signature page follows this page]

IN WITNESS WHEREOF, the Authority has caused this franchise to be signed by the Chairman of the Port Commission and attested by the Secretary of the Port Commission this ____ day of October, 2015.

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

ATTEST:

By: _____
Judy Hawley
Port Commission Chairman

Barbara Canales,
Port Commission Secretary

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on the ____ day of October, 2015, by Judy Hawley, Chairman of the Port Commission of Port of Corpus Christi Authority of Nueces County, Texas, and Barbara Canales, Secretary of the Port Commission of Port of Corpus Christi Authority of Nueces County, Texas, on behalf of said Port Authority.

NOTARY PUBLIC, STATE OF TEXAS

[The Exhibits to this Franchise follows this page]

EXHIBIT A

PLAT OF GRANTEE'S LAND

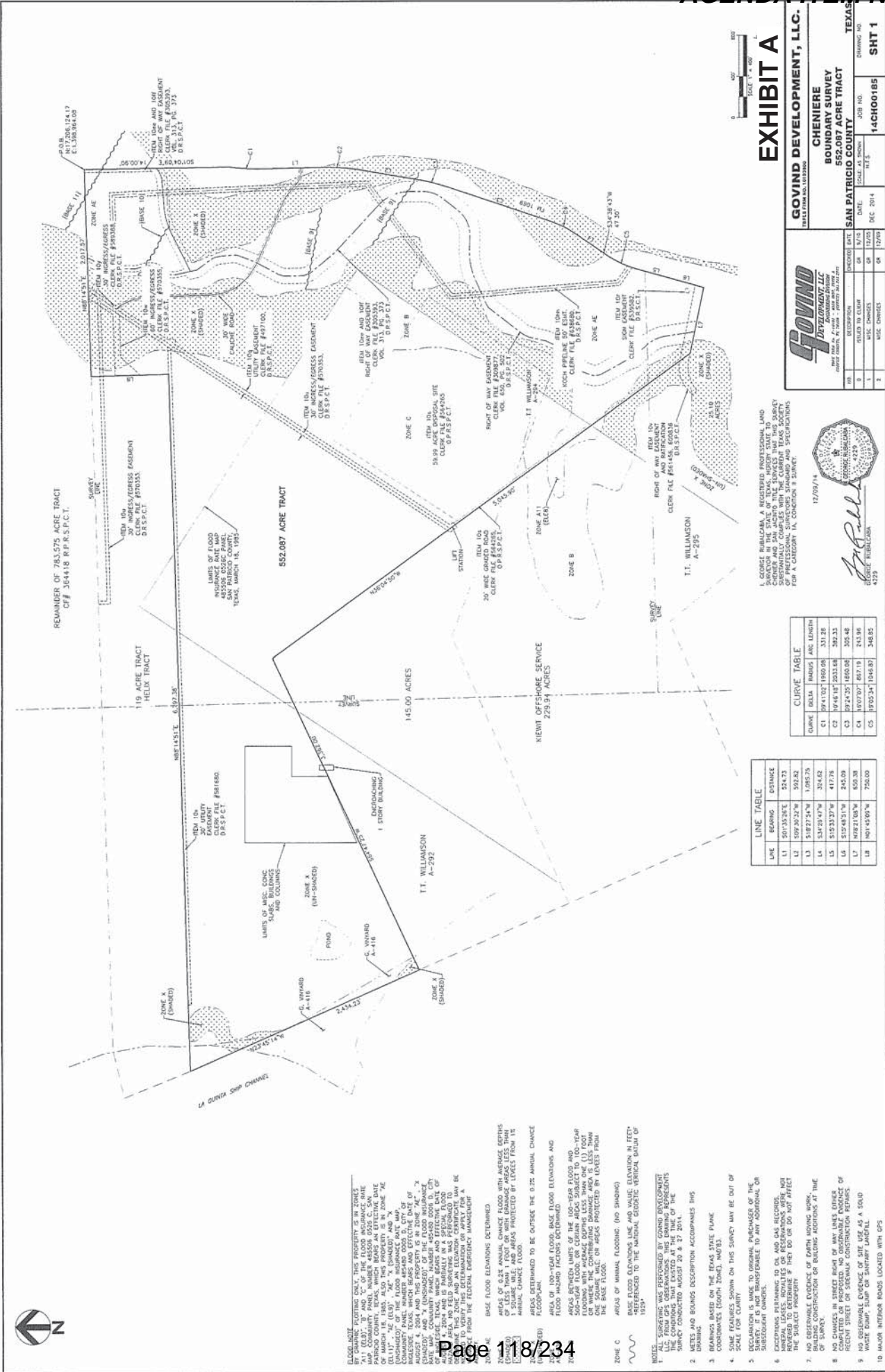


EXHIBIT A

GOVIND DEVELOPMENT, LLC.

CHENIERE

BOUNDARY SURVEY

552.087 ACRE TRACT

SAN PATRICIO COUNTY TEXAS

DATE: 11/15/14
DRAWN BY: JAC 2014
SHT 1

NO.	DESCRIPTION	DATE	BY	DATE	BY
1	FIELD TO CLIENT	04/11/14	SA	11/15/14	SA
2	WIRE CORRECTION	04/11/14	SA	11/15/14	SA

I, GEORGE RIBALCABA, A REGISTERED PROFESSIONAL LAND SURVEYOR, STATE OF TEXAS, DO HEREBY CERTIFY THAT I AM THE SURVEYOR OF RECORD FOR THIS SURVEY. I HAVE PERSONALLY CONDUCTED THE SURVEY AND I AM AWARE OF THE CONTENTS OF THIS SURVEY. I HAVE REVIEWED THE SURVEY AND I AM Satisfied THAT IT ACCURATELY REPRESENTS THE TRUTH AND THE FACTS OF THE SURVEY. I HAVE REVIEWED THE SURVEY AND I AM Satisfied THAT IT ACCURATELY REPRESENTS THE TRUTH AND THE FACTS OF THE SURVEY.

11/15/14

George RibalCABA

11/15/14

CURVE	BEARING	LENGTH	AREA
C1	S 89° 12' 10" E	1460.00	331.25
C2	S 94° 15' 10" E	2033.88	382.33
C3	S 92° 25' 10" E	1600.00	305.48
C4	S 80° 07' 10" E	243.86	43.39
C5	S 90° 34' 10" E	1048.87	348.85

LINE	BEARING	DISTANCE
L1	S 89° 12' 10" E	1460.00
L2	S 94° 15' 10" E	2033.88
L3	S 92° 25' 10" E	1600.00
L4	S 80° 07' 10" E	243.86
L5	S 90° 34' 10" E	1048.87

LINE	BEARING	DISTANCE
L1	S 89° 12' 10" E	1460.00
L2	S 94° 15' 10" E	2033.88
L3	S 92° 25' 10" E	1600.00
L4	S 80° 07' 10" E	243.86
L5	S 90° 34' 10" E	1048.87

LINE	BEARING	DISTANCE
L1	S 89° 12' 10" E	1460.00
L2	S 94° 15' 10" E	2033.88
L3	S 92° 25' 10" E	1600.00
L4	S 80° 07' 10" E	243.86
L5	S 90° 34' 10" E	1048.87

BLANK NOTE

ALL SURVEYING WAS PERFORMED BY GOVIND DEVELOPMENT, LLC. THE SURVEYOR HAS REVIEWED THE SURVEY AND IS Satisfied THAT IT ACCURATELY REPRESENTS THE TRUTH AND THE FACTS OF THE SURVEY. I HAVE REVIEWED THE SURVEY AND I AM Satisfied THAT IT ACCURATELY REPRESENTS THE TRUTH AND THE FACTS OF THE SURVEY.

11/15/14

George RibalCABA

11/15/14

EXHIBIT B



9359 IH-37, Suite A Corpus Christi, TX 78409

www.govinddevelopment.com

Office: (361) 241-2777 Fax: (361) 241-2200

September 10, 2014
14CHO0185
Revised 12/9/14

**EXHIBIT B
METES AND BOUNDS DESCRIPTION
OF A
552.087 ACRE TRACT**

Being 552.087 acres of land, more or less, out of the R.H. Welder 1229.47 acre tract and also being out of the T. T. Williamson Surveys, Abstracts 292, 294 and 295 and the G. Vinyard Survey, Abstract 416, all in San Patricio County, Texas, and being the same 552.087 acre tract described in Clerk File No. 639648, Deed Records of San Patricio County, Texas, and this 552.087 acre tract being more particularly described by metes and bounds as follows:

Beginning at a found 5/8-inch iron rod with a red plastic cap stamped "Urban Engr C. C. Tx" (hereafter referred to as Urban iron rod) for the northeast corner of this tract and said 1229.47 acre tract, said corner having a State Plane Grid Coordinate of N 17,206,124.17', E 1,398,964.08', NAD'83, Texas South Zone in U.S. feet;

Thence S 01-04-09 E with the east boundary of this tract and said 1229.47 feet, 1400.90 feet, to a 5/8-inch Urban iron rod for a corner of this tract being on the west right-of-way line of F.M. 1069 and the beginning of a southerly curve to the left;

Thence with said west right-of-way line and said curve to the left having a radius point bearing of S 81-54-24 E, 1960.08 feet, a central angle of 09-41-02, a radius of 1960.08 feet, an arc length of 331.28 feet to a found Urban iron rod for a corner of this tract;

Thence continuing with the east boundary of this tract and the west right-of-way line of F.M.1069, S 01-35-26 E, 524.73 feet to a found Urban iron rod for a corner of this tract and the beginning of a curve to the right;

Thence with said west right-of-way line and said curve to the right having a radius point bearing of S 87-32-48 W, 2033.68 feet, a central angle of 10-46-18, a radius of 2033.68 feet, an arc length of 382.33 feet to a found Urban iron rod for a corner of this tract;

Thence continuing with the east boundary of this tract and the west right-of-way line of F.M. 1069, S 09-30-32 W, 592.82 feet, to a found Urban iron rod for a corner of this tract and the beginning of a curve to the right;

Thence with said west right-of-way line and said curve to the right having a radius point bearing of N 81-01-49 W, 1860.08 feet, a central angle of 09-24-35, a radius of 1860.08 feet, an arc length of 305.48 feet to a found Urban iron rod for a corner of this tract;

Thence continuing with the east boundary of this tract and the west right-of-way line of F.M. 1069, S 18-27-54 W, 1085.75 feet, to a found Urban iron rod for a corner of this tract and the beginning of a curve to the right;

Thence with said west right-of-way line and said curve to the right having a radius point bearing of N 71-29-30 W, 867.19 feet, a central angle of 16-07-07, a radius of 867.19 feet, an arc length of 243.96 feet to a found Urban iron rod for a corner of this tract;

Thence continuing with the east boundary of this tract and the west right-of-way line of F.M. 1069, S 34-29-47 W, 324.62 feet, to a found Urban iron rod for a corner of this tract;

Thence continuing with the east boundary of this tract and the west right-of-way line of F.M. 1069, S 34-38-43 W, 47.30 feet, to a found Urban iron rod for a corner of this tract and the beginning of a curve to the left;

Thence with said west right-of-way line and said curve to the left having a radius point bearing of S 55-23-57 E, 1046.87 feet, a central angle of 19-05-34, a radius of 1046.87 feet, an arc length of 348.85 feet to a found Urban iron rod for a corner of this tract;

Thence continuing with the east boundary of this tract and the west right-of-way line of F.M. 1069, S 15-33-37 W, 417.76 feet, to a found Urban iron rod for a corner of this tract;

Thence continuing with the east boundary of this tract and the west right-of-way line of F.M. 1069, S 15-48-51 W, 245.09 feet, to a found Urban iron rod for the southeast corner of this tract;

Thence N 78-21-08 W with the south boundary of this tract and leaving said west right-of-way line of F.M. 1069, 650.38 feet, to a found Urban iron rod for the southmost southwest corner of this tract;

Thence N 36-04-50 W with the southwest boundary of this tract, at 89.24 feet pass a concrete monument with brass disk labeled "Kiewit", in all 5045.90 feet to a found concrete monument with brass disk stamped "Kiewit" for an interior corner of this tract;

Thence S 64-47-25 W with the southeast boundary of this tract, at 3143.00 feet pass a found Urban iron rod, in all 3362.00 feet to the westmost southwest corner of this tract;

Thence N 23-45-14 W with the southwest boundary of this tract, at 413.78 feet pass NGS

monument "Donnell", in all 2434.23 feet to the westmost northwest corner of this tract, the same being the southwest corner of the Helix 119.00 acre tract;


Thence N 88-14-51 E with the north boundary of this tract, the same being the south boundary of said Helix 119.00 acre tract, at 258.25 feet pass a found Urban iron rod, in all 6797.38 feet to a found Urban iron rod for an interior corner of this tract, the same being the southeast corner of said Helix 119.00 acre tract;

Thence N 01-45-09 W with the west boundary of this tract, the same being the east boundary of said Helix 119.00 acre tract, 750.00 feet, to a found Urban iron rod for the northmost northwest corner of this tract, said corner also being the northeast corner of said Helix 119.00 acre tract and being on the north boundary line of the aforementioned 1229.47 acre R.H. Welder Tract;

Thence N 88-14-51 E with the north boundary of this tract and said R.H. Welder 1229.47 acre tract, 2017.57 feet, to the point of beginning and containing 552.087 acres of land, more or less.

Bearings are State Plane Grid, NAD'83, Texas South Zone. Coordinates based on "Donnell" monument having a State Plane Grid Coordinate of N 17,203,255.65', E 1,390,990.04'.

GOVIND DEVELOPMENT, LLC


George Rubalcaba, RPLS, LSLS
Survey Group Manager

9/10/14

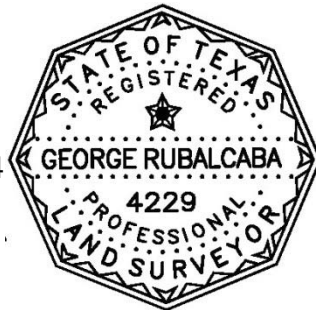


EXHIBIT C

AUTHORITY'S BOUNDARY MAP

EMAS-AMC 119 ACRES

GRANTEE'S SUBMERGED
LAND TRACT 1
±1.508 ACRES



0 300 600
APPROX. SCALE IN FEET (±)

300' WIDE
LA QUINTA
SHIP CHANNEL

CHENIERE INGLESIDE
MARINE TERMINAL, LLC
522.087 ACRES

SHORELINE
(DMPA 13)

N 23°45'14" W

2434.23'

NORTH BULKHEAD LINE

PCCA SUBMERGED
TRACT

GRANTEE'S SUBMERGED
LAND TRACT 2
±0.403 ACRES

USGS "DONNEL" (1934)

4113.78'

KIEWIT TRACT
144.97 ACRES

NO.	DATE	REVISION



PORT OF CORPUS CHRISTI AUTHORITY

LA QUINTA SHIP CHANNEL FRANCHISE
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
TO CHENIERE INGLESIDE MARINE TERMINAL, LLC

SCALE: AS SHOWN

DWN. BY: RALPH

EXHIBIT C

DATE:

AUG. 2015

ACCEPTANCE OF GRANTEE

Cheniere Ingleside Marine Terminal, LLC, hereby accepts the above and foregoing franchise.

EXECUTED this _____ day of _____, 2015.

Cheniere Ingleside Marine Terminal, LLC

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2015, by _____, _____ of Cheniere Ingleside Marine Terminal, LLC, on behalf of said company.

NOTARY PUBLIC, STATE OF TEXAS

DATE: September 15, 2015

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 12

Approve a Services Agreement with Coastal Bend Bays and Estuaries Program Associated with the Permitting of the West Barge Mooring Area for the Nueces Bird Island Restoration Project

On November 12, 2014, the U.S. Army Corps of Engineers (USACE) issued a permit amendment to the PCCA for construction of the West Barge Mooring Area (WBMA) and associated mitigation required to redress unavoidable excavation of a 1.43-acre jurisdictional wetland area in the project area. A construction contract for the WBMA project was awarded during the November 2014 commission meeting, and construction of that project is approaching completion.

The mitigation plan, approved by USACE in conjunction with the permit, requires PCCA to pay for the construction of a colonial water bird nesting island (rookery) in Nueces Bay in conjunction with the Coastal Bend Bays and Estuary Program (CBBEP) Nueces Bay Rookery Island Restoration Project (NBRIRP). The NBRIRP includes the construction and monitoring of three rookery islands in Nueces Bay, and PCCA is obligated to pay for one of them. The goal of the NBRIRP is to provide the opportunity for water bird utilization and nesting success.

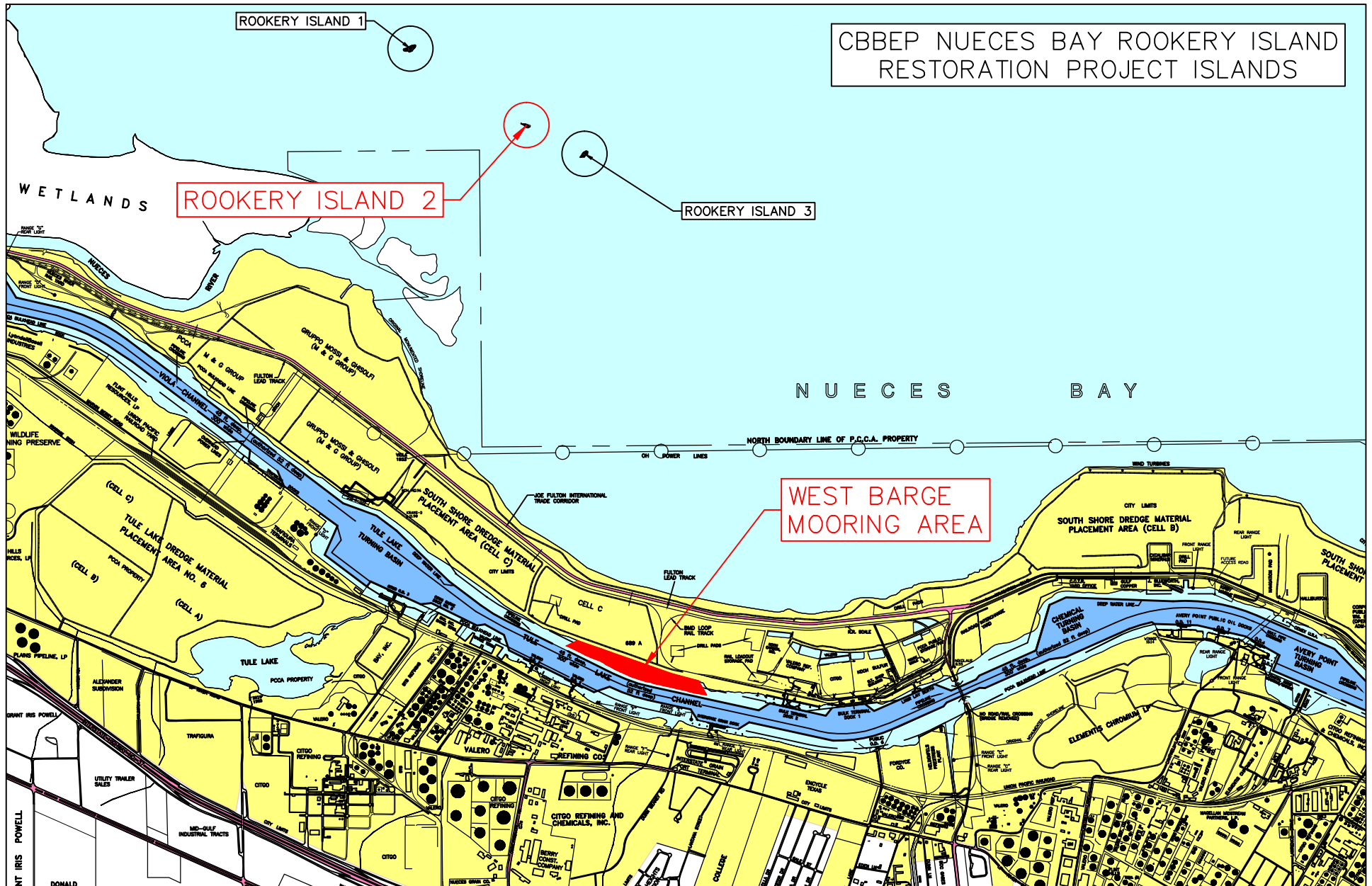
The PCCA negotiated a Services Agreement with CBBEP under which CBBEP will design and construct the 0.48-acre NBRIRP Rookery Island Number 2. CBBEP will also conduct post-construction monitoring and management of the island, in conjunction with the overall project for a period of at least five years and provide the PCCA with the reports necessary to demonstrate compliance with the regulatory permit.

In consideration of these services, PCCA will make a one-time payment to CBBEP in the amount of \$450,000. If the cost incurred by CBBEP to construct NBRIRP Island No. 2 and conduct post-construction monitoring and reporting is less than \$450,000 or if the Services Agreement is terminated by PCCA before CBBEP incurs \$450,000 to construct NBRIRP Island No. 2, then CBBEP will refund the excess payment to PCCA.

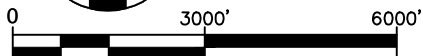
Staff recommends approval of the attached Services Agreement with Coastal Bend Bays and Estuaries Program for construction, monitoring, and management of Nueces Bay Rookery Island Restoration Project Island No. 2 in an amount not to exceed \$450,000.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com.

CBBEP NUECES BAY ROOKERY ISLAND RESTORATION PROJECT ISLANDS



h:\ben vasquez\drawings & exhibits\coastal planning\nueces bay island rehab 140603\nueces bay island rehab comm exhibit.dwg



SERVICES AGREEMENT

This Services Agreement is entered into effective as of August 18, 2015 (“*Effective Date*”), by and between the PORT OF CORPUS CHRISTI AUTHORITY OF NUECES, TEXAS, hereinafter referred to as “*PCCA*” and the COASTAL BEND BAYS AND ESTUARIES PROGRAM, hereinafter referred to as “*CBBEP*,” to fulfill part of PCCA’s obligations under the Amendment to Department of the Army Permit No. SWG-2001-00996 attached hereto as Exhibit A, hereinafter referred to as the “*Permit Amendment*.” PCCA and CBBEP are sometimes collectively referred to herein as the “*Parties*” and each individually as a “*Party*.”

RECITALS:

A. By application dated November 15, 2013, PCCA asked the Department of the Army to amend United States Army Corps of Engineers Permit SWG-2001-00996 (“*USACE Permit SWG 2001-00996*”). The amendment application requested authorization to expand and improve the Port of Corpus Christi Authority permitted barge fleeting facility located in the Corpus Christi Ship Channel Inner Harbor, Tule Lake Channel. The expansion project titled the “PCCA West Barge Mooring Area Improvement Project” includes the excavation of an approximate 1.43-acre estuarine emergent jurisdictional wetland area (the “*1.43-Acre Jurisdictional Site*”).

B. The United States Army Corps of Engineers (“*USACE*”) approved PCCA’s requested amendment to USACE Permit SWG 2001-00996, subject to certain conditions, including PCCA’s fulfillment of PCCA’s mitigation plan attached to the Permit Amendment as Attachment A (“*the PCCA Plan*”). The PCCA Plan describes the activities PCCA will undertake to redress the unavoidable 1.43-acre impact to the aquatic ecosystem that will occur during the construction of the PCCA West Barge Mooring Area Improvement Project.

C. Under the terms of the PCCA Plan, PCCA has agreed to ensure that Island No. 2 of the Nueces Bay Rookery Island Restoration Project (“*NBRIRP Island No. 2*”) is constructed as described in the USACE SWG-2013-01068 authorization and as contemplated by the PCCA Plan. In other words, PCCA agreed to pay for the construction of NBRIRP Island No. 2. NBRIRP Island No. 2 will be approximately 0.48 acres in size and is one of three rookery islands being constructed in Nueces Bay by CBBEP as part of the Nueces Bay Rookery Island Restoration Project (“*NBRIRP*”). The objective of the NBRIRP is to create/restore aquatic ecosystem/rookery habitat for utilization by ground nesting water birds. The goal of the NBRIRP is to provide the opportunity for water bird utilization and nesting success.

D. In the PCCA Plan, PCCA also agreed that it or a party acting on its behalf will (i) submit the as-built construction drawings for NBRIRP Island No. 2 to the USACE, (ii) conduct periodic post-construction monitoring of NBRIRP Island No. 2 to ensure stability of the island and to estimate the number of birds and active nests on the island, and (iii) submit monitoring reports to USACE in accordance with the conditions of USACE Permit SWG 2001-00996 and the PCCA Plan.

E. The overall scope of the NBRIRP is the restoration of three rookery islands in Nueces Bay, which are described in the USACE Permit SWG-2013-01 068 authorization as Island

No. 1, Island No. 2, and Island No. 3. The direct construction activity associated with the creation/restoration of Island No. 1, Island No. 2 and Island No. 3 is expected to result in the creation of estimated 0.36-acre, 0.48-acre and 0.38-acre areas, respectively. The intent of this direct construction activity is the restoration of an estimated 0.84, 0.64, and 0.62 acres of aquatic ecosystem/rookery habitat associated with Island No. 1, Island No. 2, and Island No. 3, respectively.

F. CBBEP will design the NBRIRP, request bids and contract for and supervise the construction of the NBRIRP, and conduct post-construction monitoring to ensure stability and document bird nesting and use of the site. CBBEP will also manage and monitor the NBRIRP for a period of at least five years after construction of the project has been completed.

G. The purpose of this Agreement is to memorialize CBBEP's agreement to design, construct and monitor NBRIRP Island No. 2 as contemplated in the PCCA Plan and PCCA's agreement to pay CBBEP up to Four Hundred Fifty Thousand Dollars (\$450,000) for the costs CBBEP incurs in performing the services required under this Agreement.

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

1. **Recitals.** The foregoing recitals are incorporated herein as if set out in full in the body of this Agreement.

2. **Construction Services.** In consideration of the fee for services described in Section 3, CBBEP agrees to provides the following services on behalf of PCCA:

- design NBRIRP Island No. 2 or cause the same to be designed in a manner that complies with the USACE SWG-2013-01 068 authorization, the Permit Amendment, and the PCCA Plan;
- request competitive bids for construction of NBRIRP, and will award the construction contract to the Company submitting the most advantageous bid based on the criteria stated in the bid specifications;
- begin construction of NBRIRP Island No. 2 before October 31, 2016
- construct the NBRIRP Island No. 2 to an average elevation of at least 2.5 feet (North American Vertical Datum of 1988) by placement of clean select fill behind geotube retaining structures in a manner that complies with the USACE SWG-2013-01 068 authorization, the Permit Amendment, and the PCCA Plan;

3. **Post-Construction Services.** Upon completion of the NBRIRP, CBBEP agrees to provides the following services on behalf of PCCA

- provide PCCA with a copy of the as-built construction drawings for NBRIRP Island No. 2;

- conduct a post-construction survey, including area and elevations, within thirty days following the completion of the mitigation site work plan for NBRIRP and again in six months, and provide PCCA with a copy of these surveys promptly after the surveys have been completed;
- begin yearly post-construction monitoring of NBRIRP Island No. 2 under CBBEP's programmatic colonial water bird monitoring plan no later than the first water bird nesting season following direct construction of the island ("*Year 1*") and continue annually thereafter for the second, third, fourth and fifth water bird nesting seasons;
- look for nesting birds on NBRIRP Island No. 2 in April, May and June of each Year;
- monitor activities and conduct surveys on NBRIRP Island No. 2 in accordance with the PCCA Plan;
- submit 6-month, Year 1, Year 2, Year 3, Year 4 and Year 5 monitoring reports for NBRIRP Island No. 2 ("*Monitoring Reports*") to PCCA;
- produce the Monitoring Reports in memo/letter format in accordance with the guidelines of USACE Regulatory Guidance Letter No. 08-03, and include, at a minimum, the following information in the reports: (i) a narrative and/or a table summarizing parameter observations, (ii) a statement concerning performance standard achievement (iii) a brief and generalized description of the physical condition of the direct construction area, (iv) any commentary and/or recommendations deemed warranted by the CBBEP if any, and (v) a photograph representative of the site; and
- notify PCCA if CBBEP identifies a need for maintenance on NBRIRP Island No. 2.

4. **Term.** This Agreement will become effective on the Effective Date and will terminate after CBBEP provides PCCA with the Monitoring Report for Year 5, unless sooner terminated as provided in this Section. This Agreement may be terminated upon default by either Party upon thirty (30) days written notice to the other Party. No waiver of performance by either party shall be construed or operate as a waiver of any subsequent default in any terms, covenants, and conditions of this Agreement. Upon receipt or delivery of such termination notice, CBBEP shall cease performing services under this Agreement, undertake to terminate any relevant subcontracts, and incur no further expense related to this Agreement. Such early termination shall be subject to the equitable settlement of the respective interest of the Parties accrued up to the date of termination.

5. **Fee for Services.** Subject to the terms and conditions of this Agreement, PCCA agrees to make a one-time payment to CBBEP for all services to be provided hereunder by

CBBEP in the amount of Four Hundred Fifty Thousand Dollars (\$450,000). If the cost incurred by CBBEP to construct NBRIRP Island No. 2 and conduct post-construction monitoring and reporting is less than \$450,000 or if this Agreement is terminated by PCCA before CBBEP incurs \$450,000 to construct NBRIRP Island No. 2, then CBBEP shall promptly refund the excess payment to PCCA. CBBEP will be responsible for all costs and expenses associated with providing its services to PCCA under this Agreement. PCCA shall be under no obligation to provide any funding or incur any other costs or expenses in connection with the services to be provided other than the fixed sum specified in this Section.

6. **Accounting Records and Reports.** CBBEP agrees to maintain proper accounting records reflecting the receipt and expenditure of the funds paid to it by PCCA in sufficient detail that a reasonable person could from a review of the said records determine the source and application of all funds paid CBBEP by PCCA. In addition, if required to do so by PCCA, CBBEP will provide PCCA with a written report or reports which set forth the source and application of all funds paid CBBEP by PCCA under this Agreement. CBBEP will also make all reports to government or other entities necessary because of the nature of the services provided by CBBEP hereunder.

7. **Quarterly Construction Reports.** CBBEP shall submit quarterly progress reports and a final report to the PCCA regarding the construction of NBRIRP Island No. 2. Quarterly progress reports on the construction of NBRIRP Island No. 2 are due on or before the 10th day of each calendar quarter. The first quarterly progress report is due on or before January 2016. Each quarterly progress report shall include a description of any project problems encountered during the reporting period. All reports shall be sent to Paul Carangelo, Coastal Planning Manager, or his designated representative, 222 Power Street, Corpus Christi, Texas 78401.

8. **Inspection and Audit.** CBBEP agrees that all relevant records related to this Agreement shall be subject to inspection, examination, review, audit, and copying by PCCA or its authorized representatives at CBBEP's offices during CBBEP's normal business hours. CBBEP shall retain all records relevant to this Agreement for a minimum of three (3) years after the termination or expiration of this Agreement.

9. **Independent Contractor Relationship.** When performing services under this Agreement, CBBEP shall be an independent contractor and shall not in any event be deemed an employee, partner, joint venturer or other representative of PCCA. PCCA will not control the manner or means by which CBBEP performs its services hereunder. CBBEP has no authority (and shall not hold itself out as having authority) to bind PCCA and CBBEP shall not make any agreements or representations on PCCA's behalf. Any persons employed by CBBEP providing the services described herein shall at all times be deemed to be the employees of CBBEP, not PCCA, and CBBEP shall be solely liable for the payment of all wages, employment taxes and other benefits made available to such employees in connection with their employment by CBBEP. If required by law or statute, CBBEP will provide workers' compensation insurance for all of its employees engaged in providing services to PCCA. CBBEP shall remain solely responsible for the supervision and performance of any such employees and of its volunteers in completing its obligations under this Agreement.

10. **Compliance.** During the performance of this Agreement, CBBEP agrees to comply with all applicable federal, state or local laws or regulations.

11. **Notice.** All notices or other communications relating to this Agreement will be made in writing and may be given by facsimile or electronic transmission addressed to the person to receive same, delivering the same to the person to be notified, or depositing the same in the United States mail, postage prepaid, certified return receipt requested, addressed as set forth in this paragraph. Until changed in writing, the notice addresses for the parties to this Agreement hereto shall be as follows:

PCCA: Port of Corpus Christi Authority
P. O. Box 1541
Corpus Christi, Texas 78403
Attn.: Executive Director

CBBEP: Coastal Bend Bays & Estuaries Program
1305 Shoreline Blvd., Suite 210
Corpus Christi, Texas 78401
Attn.: Executive Director

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, and it shall be performable in Nueces County, Texas.

13. **Severability.** If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this Agreement shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this Agreement, for it is the definite intent of the Parties that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

14. **Assignment And Successors.** Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects on, and inure to the benefit of the successors and permitted assigns of the Parties.

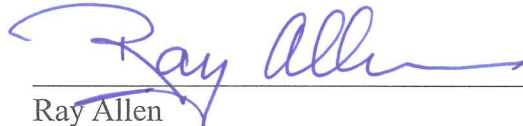
15. **Amendments And Counterparts.** No amendments, modifications or other changes to this Agreement shall be valid or effective without the written consent of the Parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed as original and all of which shall constitute but one and the same instrument.

16. **Entire Agreement.** This Agreement supersedes all prior agreements between the Parties with respect to its subject matter. This Agreement constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to the subject matter of

this Agreement. There are no written or oral representations or understandings regarding the subject matter of this Agreement that are not fully expressed in this Agreement.

IN WITNESS WHEREOF, the PCCA and CBBEP, acting under the authority of their respective governing bodies, have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below, but effective for all purposes as of the Effective Date.

John P. LaRue
Executive Director
Port of Corpus Christi Authority
Date of Execution: _____



Ray Allen
Executive Director
Coastal Bend Bays and Estuaries Program
Date of Execution: 8/31/2015

EXHIBIT A

DEPARTMENT OF THE ARMY
GALVESTON DISTRICT, CORPS OF ENGINEERS
CORPUS CHRISTI REGULATORY FIELD OFFICE
5151 FLYNN PARKWAY, SUITE 306
CORPUS CHRISTI, TEXAS 78411-4318

November 12, 2014

REPLY TO
ATTENTION OF:

Corpus Christi Regulatory Field Office

SUBJECT: Permit No. SWG-2001-00996; Amendment

Port of Corpus Christi Authority
Attn: Jacob Morales
P.O. Box 1541
Corpus Christi, Texas 78403-1541

Dear Mr. Morales:

This is in reference to your November 15, 2013 request to amend Department of the Army (DA) Permit SWG-2001-00996, formerly 22421. The amendment requested changes in dredging depth of an existing project from -16 feet MLT (-12 feet plus 2-foot advanced maintenance plus 2-foot allowable overdepth) to -18 feet MLT (-14 feet plus 2-foot advanced maintenance plus 2-foot allowable overdepth). The new project depth would increase the +/-16.9-acre existing project area by 2.15 acres, and the currently authorized barge fleeting/mooring area would be enlarged by an approximate 17.02 acres for a total of +/- 36.07 acres of area to be dredged and/or excavated by mechanical and/or hydraulic methods. The total amount of dredged material for the amended project would be 714,304 cubic yards, which would be hydraulically dredged and/or mechanically excavated and placed within the Suntide and/or Tule Lake, and/or Southshore Cell C and/or Cell B dredge management placement area. The amendment request includes bollard mooring and spud barge mooring alternatives in addition to the previously authorized pipe-pile structures. Each three pipe-pile mooring and breasting structure, if selected, would cover an estimated 6.6 square feet of deep water dredged bottom and 40 structures may be installed, covering 262 square feet of jurisdictional space. Shoreline and side-slope stabilization (revetment) of the enlarged mooring facility is also authorized. Revetment (riprap and/or articulated concrete block mat) would be installed on the side slopes of the enlarged area following side-slope shaping during excavation/dredging. The revetment surface area below annual high tide is an estimated 2.95 acres and the estimated cubic yard volume of revetment installed below annual high tide varies from +/- 2,066 cubic yards to 14,266 cubic yards for the mat and riprap, respectively. The mooring area side-slopes would be typically constructed at a 2:1 slope with a typical emergent top ranging from +/-3 feet to +/-8 feet MLT. The project site is located in the Port of Corpus Christi at the north bulkhead line of the Tule Lake Channel, west of the Bulk Terminal Dock Number 2, near Torch Petroleum in Corpus Christi, Nueces County, Texas.

Your amendment request is approved, pursuant to Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act. All work is to be performed in accordance with the enclosed plans in 5 sheets, which supersede the

-2-

previous project plans, and the mitigation plan (Attachment A) in 8 sheets. The original permit conditions remain in full force and effect, including the time limit for completion. This authorization expires on December 31, 2023. In addition to the original permit conditions, the following special conditions are added to your authorization:

(8) When structures or work authorized by this permit are determined by the District Engineer to have become abandoned, obstructive to navigation or cease to be used for the purpose for which they were permitted, such structures or other work must be removed, the area cleared of all obstructions, and written notice given to the Corpus Christi Regulatory Field Office, CCRFO, within 30 days of completion.

(9) The permittee must install and maintain, at their own expense, any safety lights and signals prescribed by the United States Coast Guard (USCG) through regulations or otherwise on the authorized facilities. The USCG may be reached at the following address: Commander (dpb), Eighth Coast Guard District, Hale Boggs Federal Building, 500 Poydras Street, New Orleans, Louisiana 70130-3319, or by telephone at 504-671-2128.

(10) The permittee must coordinate any work with the Corps Galveston District's Corpus Christi Resident Office, the Navigation Branch and the Operations Division, at least 60 days prior to conducting any and all work in or affecting the Corpus Christi Ship Channel to assure that the work will not conflict with U. S. Government dredging activities.

(11) The mitigation success criteria, as indicated in the mitigation plan included in Attachment A must be achieved for the mitigation requirement to be considered complete.

(12) Should mitigation be determined to be unsuccessful by Corps personnel at the end of the monitoring period, the permittee will be required to take necessary corrective measures, as approved by the Corps. Once the corrective measures are completed, the permittee will notify the Corps and a determination will be made regarding success of the mitigation.

DA Permit 22421, issued on September 18, 2001, to Western Towing Company, authorized the applicant to conduct hydraulic dredging, place excavated material into DMPA Cell C, and install fifteen 3-pipe pile breasting dolphins. The (01) amendment, issued on February 14, 2007, authorized an extension of time to complete the authorized work, a 10-year period of time to conduct maintenance dredging operations, and changed the name from Western Towing Co. to Kirby Inland Marine LP. The (02) amendment, issued as SWG-2001-00996 on February 25, 2008, authorized an increase of the project's dredged area to 16.8 acres and the addition of twenty-five 3-pipe pile breasting dolphins to the original fifteen dolphins. The (03) amendment, issued on December 28, 2012, authorized a 10-year extension of time to complete work previously authorized under Permit 22421(01) and to perform maintenance dredging of the project for a 10-year period in the Tule Lake Channel.

-3-

The impacts to waters of the United States (U.S.) associated with this permit amendment are based upon an approved jurisdictional determination (AJD). Specifically, federal jurisdiction under the statute of Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act of 1899. The determination that the waters on this project site are waters of the U.S. is based upon the fact that they are: waters that are subject to the ebb and flow of the tide and/or waters that are, were historically, or may be susceptible, for use to transport interstate or foreign commerce. This AJD is valid for 5 years from the date of this letter unless new information warrants a revision prior to the expiration date.

If you disagree with this AJD, you may appeal the AJD under the Corps of Engineers Administrative Appeal Process (33 CFR Part 331) by completing Section II of the enclosed Notification of Administrative Appeal Options and Process (NAP) and Request for Appeal (RFA) form. If you request to appeal this AJD, you must submit the completed RFA form to the Southwestern Division Office at the following address:

Mr. Elliott Carman
Regulatory Appeals Officer
Southwest Division USACE (CESWD-PD-O)
1100 Commerce Street, Suite 831
Dallas, Texas 75242-1317
Telephone: 469-487-7061; FAX: 469-487-7199

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR Part 331.5, and that it has been received by the Division Office within **60 days** of the date of the NAP. It is not necessary to submit an RFA form to the Division office if you accept this AJD in its entirety.

If you object to the special condition(s), you may request an administrative appeal under Corps regulations at 33 CFR Part 331 by completing Section II of the enclosed NAP and RFA form. If you request to appeal this determination you must submit a completed RFA to the District Engineer (DE) at the letterhead address. Your objections must be received by the DE within **60 days** of the date of this notice, or you will forfeit your right to appeal. It is not necessary to submit an RFA form to this office if you accept the new or updated terms and conditions.

This permit authorization does not obviate the need to obtain Federal, state or local authorization(s) required by law, nor does it grant property rights and/or exclusive privileges, nor authorize any injury to property or rights of others. As such, it should be noted that there are Federal properties (owned or controlled by Corps of Engineers) identified within the project area. Therefore, the appropriate real estate authorizations should be procured from the Corps Real Estate Division prior to impacting any of these Federally-owned/operated lands. This Permit authorization is limited to those impacts exactly as depicted. If property access and/or use is denied and/or requires

-4-

modification to the project as permitted, this authorization becomes null and void and would require a new authorization to adequately address these new impacts. The Corps Real Estate point of contact for this project is Mr. David Mairs and his contact number is 409-766-3815. Please visit the Corps Galveston District's website for the most current information regarding the District's outgrant policy at <http://www.swg.usace.army.mil/BusinessWithUs/RealEstateDivision/Outgrants.aspx>.

If you have any questions regarding this amendment, or the appeals process, please contact Mark Pattillo at the letterhead address or by telephone at 361-814-5847 ext. 1004. Please notify the Corpus Christi Regulatory Field Office, in writing at the letterhead address, upon completion of the authorized project.

FOR THE DISTRICT COMMANDER:



Nicholas Laskowski
Supervisor
Corpus Christi Regulatory Field Office

Enclosures

Copies Furnished:

Eighth Coast Guard District, New Orleans, LA

National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), Coast & Geodetic Survey, Silver Spring, MD

U.S. Fish and Wildlife Service, Corpus Christi, TX

Texas Parks and Wildlife Department, Corpus Christi, TX

Real Estate Division, Galveston, TX

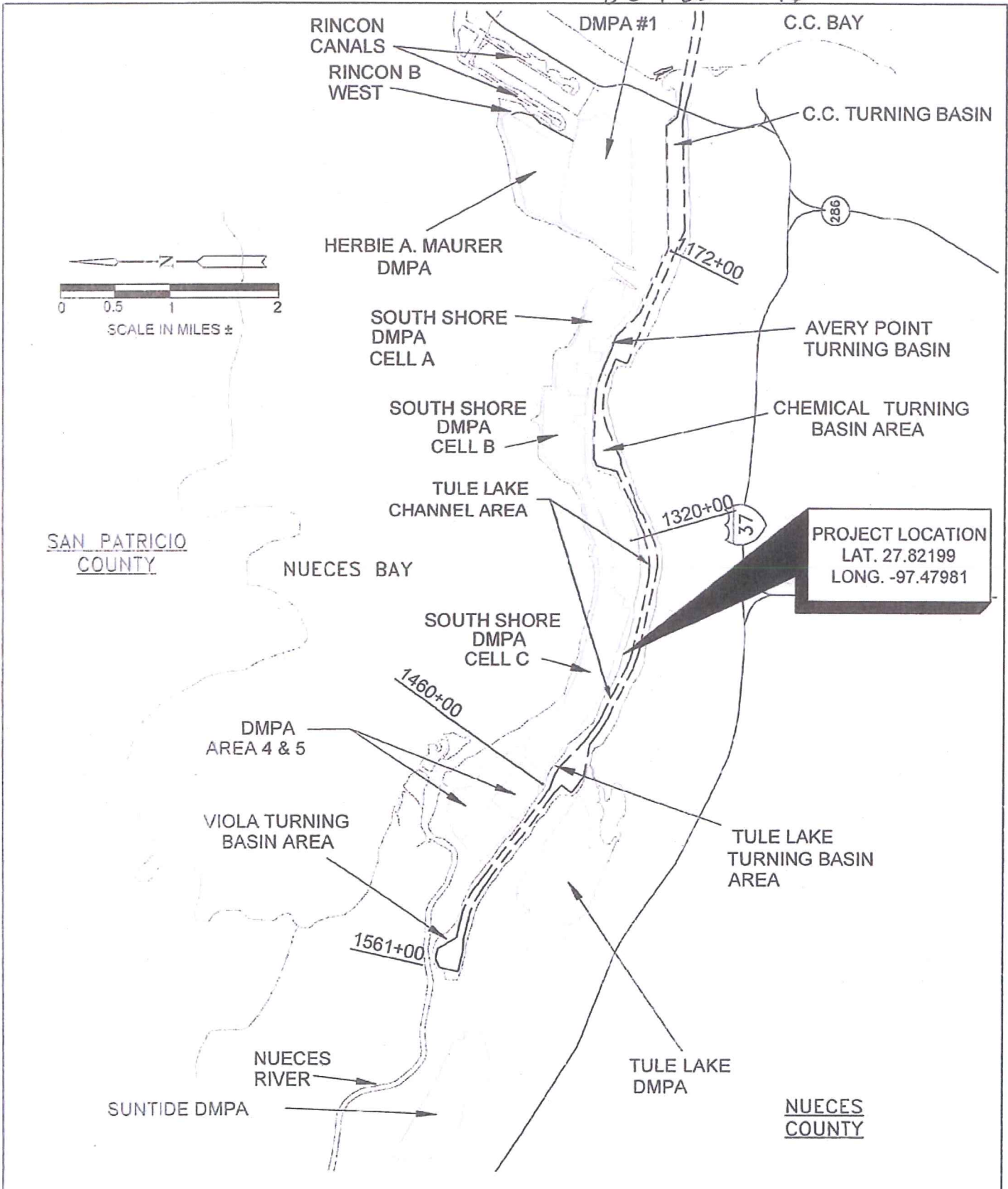
Southern Area Office, Corpus Christi, TX


EPA

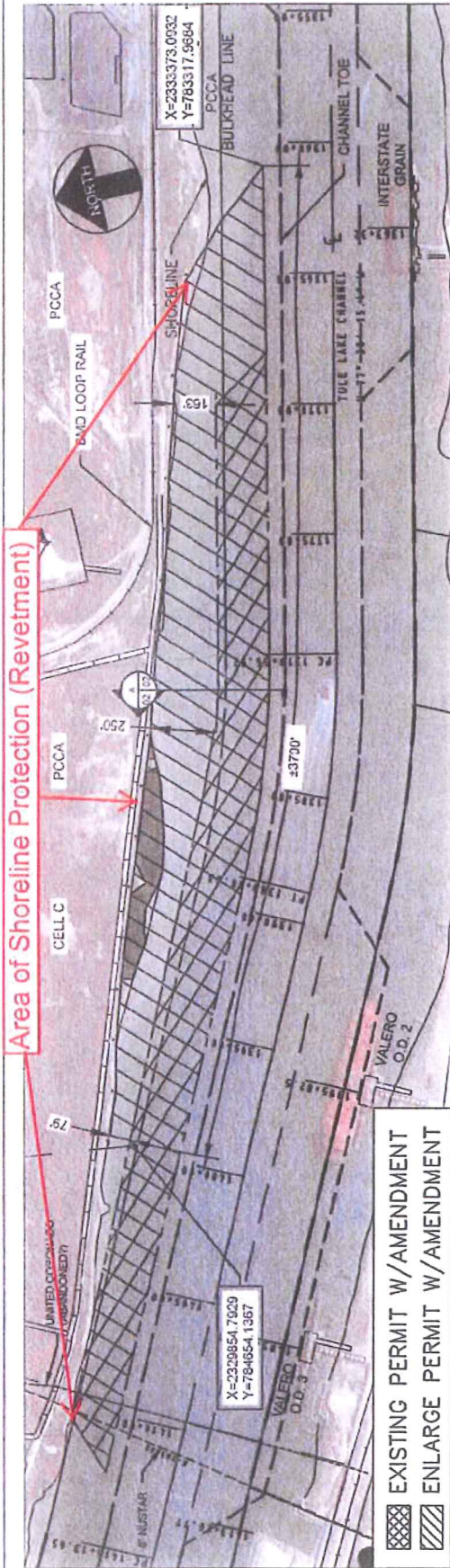
PERMITTED PLANS

NOV 15 2013

SWG-2001-00996

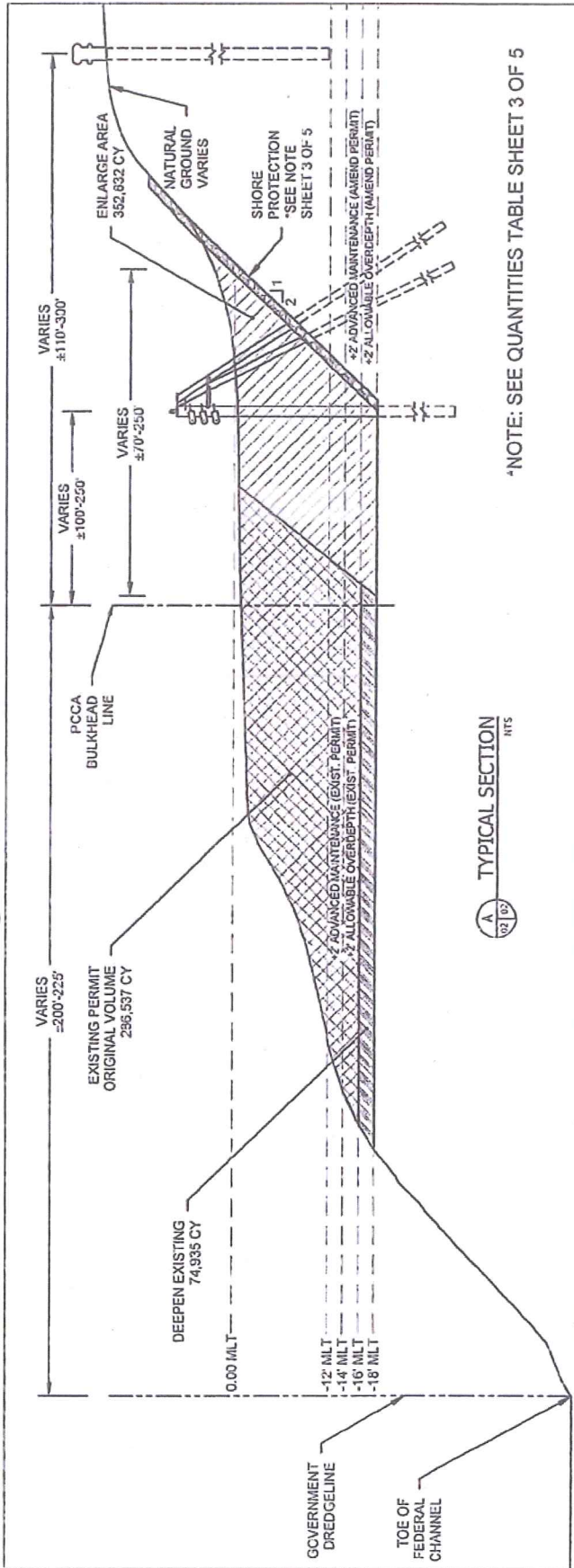


 <p>PORT OF CORPUS CHRISTI</p>	<p>PURPOSE: WEST BARGE MOORING PERMIT AMEND SWG-2001-00996</p> <p>DATUM: CORPS OF ENGINEERS MEAN LOW TIDE (MLT) NGVD 29</p> <p>ADJACENT PROPERTY OWNERS: SHOWN</p>	<p>SHEET 1 OF 5</p> <p>APPLICATION BY: PORT OF CORPUS CHRISTI AUTHORITY NUECES COUNTY, TEXAS</p> <p>LOCATION: INNER HARBOR SHIP CHANNEL TULE LAKE CHANNEL</p> <p>DATE: NOV, 2013</p>
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*NOTE: SEE QUANTITIES TABLE SHEET 3 OF 5

DREDGE PLAN
 Scale: 1"=400'



*NOTE: SEE QUANTITIES TABLE SHEET 3 OF 5





TYPICAL SECTION
 NTS

<p>APPLICATION BY: PORT OF CORPUS CHRISTI AUTHORITY, NUECES COUNTY, TEXAS LOCATION: INNER HARBOR SHIP CHANNEL, TULE LAKE CHANNEL</p>	<p>PURPOSE: WEST BARGE MOORING PERMIT AMEND SWC-2001-0996 DATUM: CORPS OF ENGINEERS MEAN LOW TIDE (MLT) NGVD 29 ADJACENT PROPERTY OWNERS: SHOWN</p>	<p>DATE: NOV, 2013</p>
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When used in drawings, the following information shall be used: SWC-2001-0996 20131112.dwg

SWG-2001-00996

TABLE-QUANTITIES

HATCH	DESCRIPTION	VOLUME	ACRES
	EXISTING PERMIT - DREDGE TO MINUS 12'+2'+2' (-16' MLT TOTAL)	286,537 CY	±16.9
	EXISTING AMENDED - ADDITIONAL VOLUME & AREA TO DREDGE TO MINUS 14'+2'+2' (-18' MLT TOTAL)	74,935 CY	±2.15
	AMEND AREA - ENLARGE - DREDGE TO MINUS 14'+2'+2' (-18' MLT TOTAL)	352,832 CY	±17.02
	TOTAL EXISTING + DEEPEN & ENLARGE AMENDMENT	714,304 CY	±36.07
	EMERGENT ESTUARINE WETLAND	NA	SEE NOTE*

NOTE: SHORELINE PROTECTION/REVIEWMENT INSTALLED AFTER BASIN DREDGING.

Revetment is either Articulated Concrete Block Mat (ACM) or Rip-Rap. Fill mat not exceed 2.95 ACRES
 ACM = 20.1ft X 3,700ft = 74,370sq.ft./43,560ac/sq.ft. = 1.71 ACRES or
 RIP-RAP = 34.7 ft. x 3700 ft. = 128,390sq.ft. / 43,560ac/sq.ft. = 2.95 ACRES.

ACM = 20.1ft X 3,700ft X 0.75 FOOT WIDE = 55,778 CF = 2,066 CUBIC YARDS or
 RIP-RAP = 34.7ft X 3700ft X 3ft thickness of layer = 385,170 CF = 14,266 CUBIC YARDS

NOTE*: AMENDMENT BASIN AND SIDE SLOPE CONSTRUCTION TO EXCAVATE ±1.43 ACRES OF
 EMERGENT ESTUARINE WETLAND (EEW). EEW ACREAGE INCLUDED IN TOTAL+REVISED+ENLARGE
 ACREAGE OF ±36.07.

PURPOSE: WEST BARGE MOORING PERMIT AMEND SWG-2001-00996
 DATUM: CORPS OF ENGINEERS MEAN LOW TIDE (MLT) NGVD 29
 ADJACENT PROPERTY OWNERS: SHOWN

APPLICATION BY: PORT OF CORPUS CHRISTI AUTHORITY, NUECES COUNTY, TEXAS
 LOCATION: INNER HARBOR SHIP CHANNEL, TULE LAKE CHANNEL

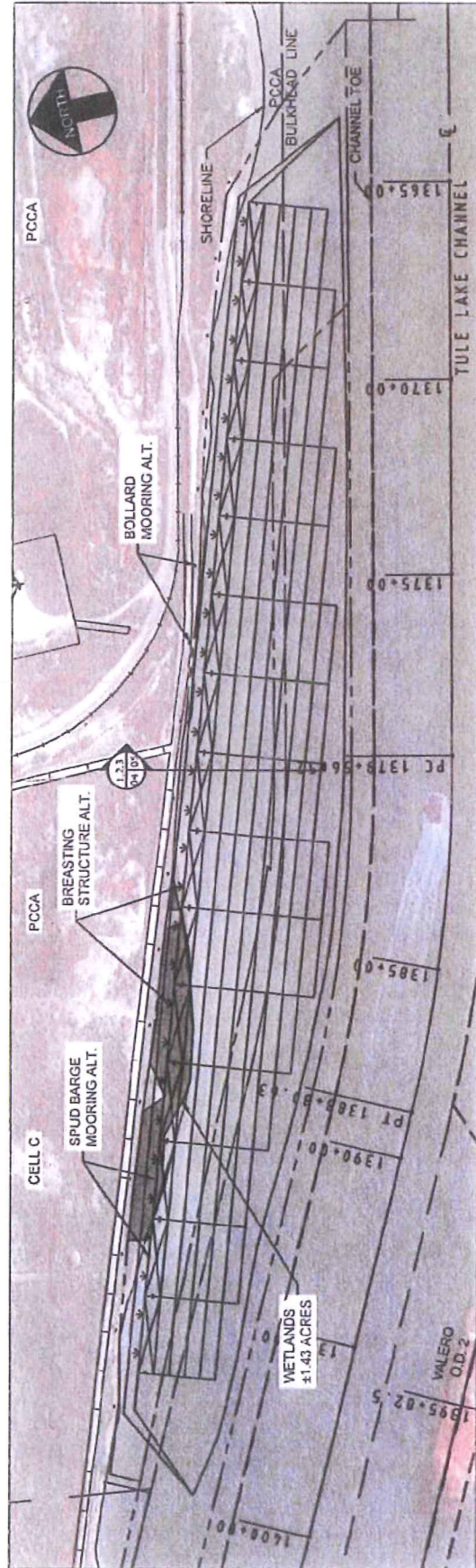
DATE: NOV, 2013

SHEET 3 OF 5



NOV 15 2013

SWG-2001-00996



BARGE MOORING LAYOUT TYPICAL

SHEET 4 OF 5

APPLICATION BY: PORT OF CORPUS CHRISTI AUTHORITY, NUECES COUNTY, TEXAS

LOCATION: INNER HARBOR SHIP CHANNEL, TULE LAKE CHANNEL

DATE: NOV, 2013

PURPOSE: WEST BARGE MOORING PERMIT AMEND SWG-2001-00996

DATUM: CORPS OF ENGINEERS MEAN LOW TIDE (MLT) NGVD 29

ADJACENT PROPERTY OWNERS: SHOWN

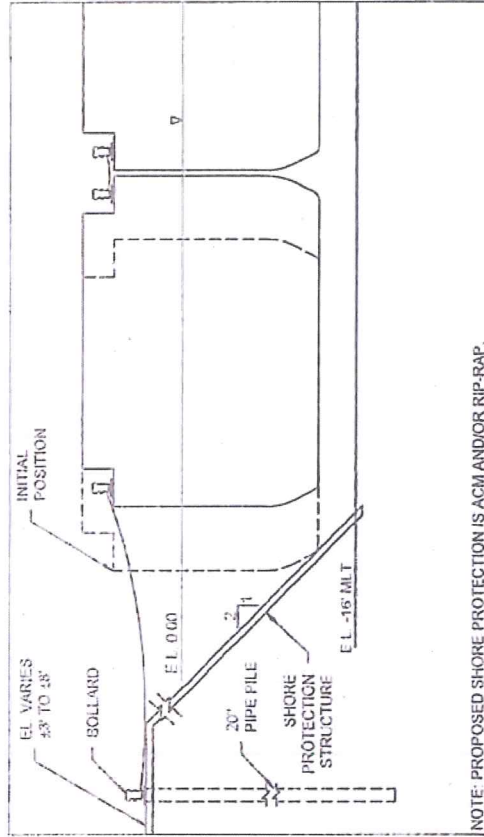


PORT OF CORPUS CHRISTI

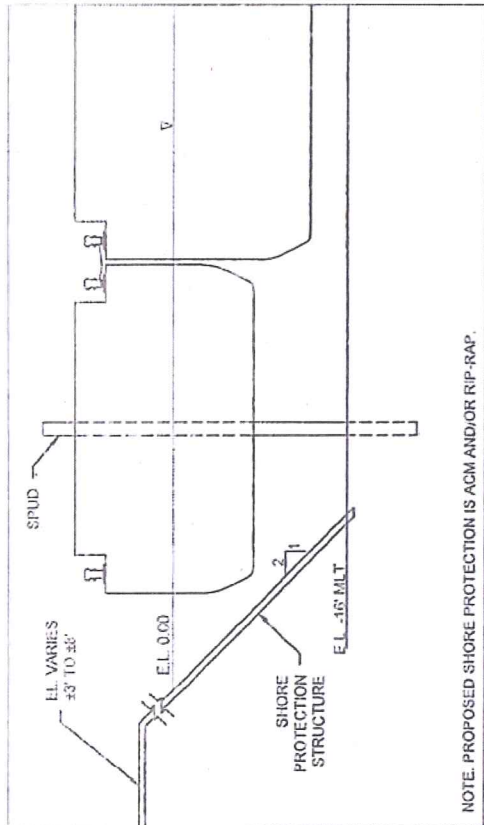
PERMITTED PLANS

SWG-2001-00996

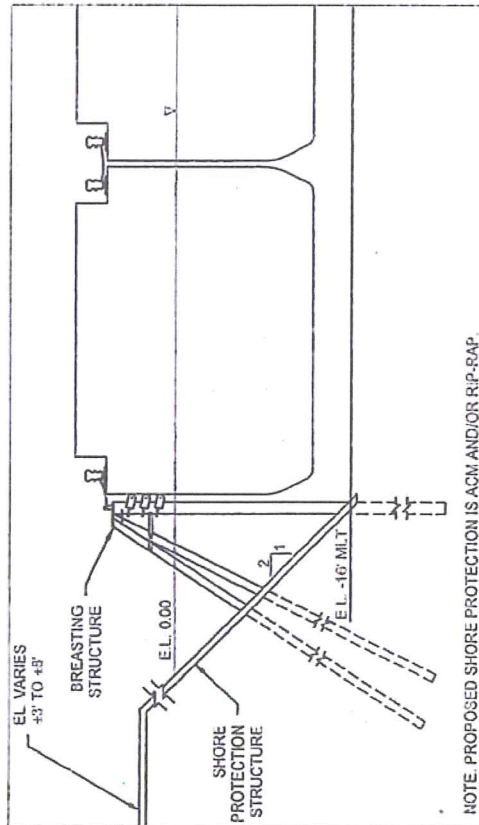
NOV 15 2013



02
01 05
BOLLARD MOORING - ALTERNATIVE
NTS



01
04 05
SPUD BARGE MOORING - ALTERNATIVE
NTS



03
04 05
BREASTING STRUCTURE - ALTERNATIVE
(EXISTING PERMIT)
NTS

SHEET 5 OF 5
APPLICATION BY: PORT OF CORPUS CHRISTI AUTHORITY, NUECES COUNTY, TEXAS
LOCATION: INNER HARBOR SHIP CHANNEL, TULE LAKE CHANNEL
DATE: NOV, 2013

PURPOSE: WEST BARGE MOORING PERMIT AMEND SWG-2001-00996
DATUM: CORPS OF ENGINEERS MEAN LOW TIDE (MLT) NGVD 29
ADJACENT PROPERTY OWNERS: SHOWN



SWG-2001-00996

SWG 2001-00996 PERMITEE-RESPONSIBLE PLAN
PORT OF CORPUS CHRISTI AUTHORITY (PCCA)
WEST BARGE MOORING AREA IMPROVEMENTS PROJECT
CORPUS CHRISTI SHIP CHANNEL INNER HARBOR
NUECES COUNTY, TEXAS

I. Introduction

An amendment to USACE Permit SWG 2001-00996 would authorize the expansion and improvement to the Port of Corpus Christi Authority (PCCA) permitted barge fleeting facility located in the Corpus Christi Ship Channel Inner Harbor, Tule Lake Channel. The expansion titled the PCCA West Barge Mooring Area Improvement Project (WBMA) would result in the excavation of an approximate 1.43 acre estuarine emergent jurisdictional wetland area. The following permittee-responsible plan describes the activities the PCCA will undertake to redress the unavoidable 1.43 area impact to the aquatic ecosystem due to SWG-2001-00996 expansion (PCCA Plan).

II. PCCA Plan Goal and Objectives

The goal of the PCCA Plan is to enlarge and enhance a degraded rookery island as mitigation for the unavoidable impacts to the aquatic ecosystem due to the SWG-2001-00996 expansion. The PCCA will ensure construction of the project and conduct post-construction monitoring to ensure stability of the site. This project is associated with the Nueces Bay Rookery Island Restoration Project (NBRIRP). The NBRIRP construction will be overseen by the Coastal Bend Bays & Estuaries Program (CBBEP).

The overall scope of the NBRIRP project is the restoration of three rookery islands described in the SWG-2013-01068 authorization as Island No. 1, Island No. 2, and Island No. 3. The direct construction activity associated with the creation/restoration of Island No. 1, Island No. 2 and Island No. 3 would result in the creation of estimated 0.36-acre, 0.48-acre and 0.38-acre areas, respectively. The intent of this direct construction activity is the restoration of an estimated 0.84, 0.64, and 0.62 acres of aquatic ecosystem/rookery habitat associated with Island No. 1, Island No. 2, and Island No. 3, respectively.

To redress the unavoidable impact to the 1.43-acre jurisdictional area the PCCA Plan will: ensure the construction of a 0.45-acre area (minimum) for NBRIRP Island No. 2. PCCA acknowledges that actual constructed area could be approximately 0.48-acre in size; however, site conditions may hamper obtaining the estimated 0.48-acre, where the 0.45-acre area is obtainable at a minimum. *For purposes of this document the term "estimated* 0.48-acre area" will be used, acknowledging that PCCA is only required to create a 0.45-acre area.* PCCA will ensure the construction of the estimated* 0.48-acre area in accordance with SWG-2013-01068 permit conditions as applicable; ensure NBRIRP Island No. 2 construction as-built drawings are submitted to USACE, and;

*Attachment A / Mitigation Plan
SWG-2001-00996
Port of Corpus Christi Authority
(PCCA)
CCSC Inner Harbor
Nueces Co.*

SWG-2001-00996

ensure subsequent monitoring reports are submitted to USACE in accordance with SWG-2001-00996 permit conditions and this Plan.

III. Site Selection Information

The PCCA understands that 33 CFR 332 establishes a sequencing in determining mitigation and that impact restitution be offered in the same watershed as the proposed impact, as well as providing compensation on an in-kind basis. Nonetheless, the jurisdictional area affected by SWG-2001-00966 amendment is of low ecological value and quality as a consequence of several factors including but not limited to its isolation, unfortunate location within the industrialized Inner Harbor, and ambient high energy erosional forces which, in the near future are expected to cause the subject jurisdictional area to erode away as the shore area immediately to the west and east already has. Consequently, the PCCA seeks to redress the unavoidable impact by facilitating the creation/restoration of aquatic ecosystem/rookery habitats that are rare and needed in the watershed.

The NBRIRP creation/restoration project is located in Nueces Bay, Texas and positioned approximately 2 miles north from the location of PCCA WBMA (located in the Corpus Christi Ship Channel Inner Harbor along the north side of the Tule Lake Channel). The estimated* 0.48-acre area resulting from the direct construction of NBRIRP Island No. 2 is intended to result in the restoration of an approximate 0.64 acre of aquatic ecosystem/rookery habitat. These habitats are very rare in Nueces Bay and their creation and restoration is essential to the many species of ground nesting water birds that no longer have adequate and suitable nesting habitat. It is the CBBEP's expectation the extraordinary success of the CBBEP "New Island Project" completed in 2002 will be repeated by the NBRIRP. The CBBEP is very supportive of the PCCA plan for the NBRIRP Island No. 2 and has provided a letter of support.

IV. Site Protection Instrument

The CBBEP has submitted a lease application for a 20-year term lease with the General Land Office for the CBBEP NBRIRP, SWG-2013-01068. The lease includes CBBEP NBRIRP Island No. 2. The General Land Office does not allow conservation easements on state owned lands. A copy of the GLO/CBBEP lease will be submitted to the USACE-Corpus Christi Regulatory Field Office within 1 year of work starting in jurisdictional areas, as applicable.

V. Baseline Information

Impact Site

Amendment to PCCA permit SWG-2001-00996, the PCCA WBMA located in the Corpus Christi Ship Channel Inner Harbor Tule Lake Channel will impact in the form of construction dredging an approximate 1.43-acre area of estuarine emergent habitat wetland dominated by *Borrchia frutescens* (sea ox-eye daisy) and *Batis maritima*

Attachment A (mitigation plan)
SWG-2001-00996
PCCA
CCSC Inner Harbor
Nueces Co.
2001-00996

SWG-2001-00996

(saltwort) and bare ground. See Section III this plan and the permit application package the PCCA submitted to USACE in November 2013 for additional information on site conditions.

Restoration Site

To redress the 1.43-acre area jurisdictional impact associated with the PCCA SWG-2001-00996 amendment, the PCCA Plan will ensure construction of the estimated* 0.48-acre area CBBEP NBRIRP Island No. 2 in accordance with the plans issued under SWG-2013-01068 and SWG-2013-01068.

The current condition of the 0.48-acre area consists of soft mud between the existing geotextile tubes and the remnant island, there is no seagrass within the site or around the island and there are no oysters within the restoration site. There are oyster clumps to the north facing side of the remnant island that are well outside the restoration construction area.

According to the CBBEP, the direct construction of the estimated* 0.48-acre area (0.45-acre minimum) related to CBBEP NBRIRP Island No. 2 will result, in the restoration of an estimated 0.64 acre (0.61 acre minimum) of aquatic ecosystem/rookery habitat. See the attached Exhibit A, a plan view adopted from SWG-2013-1068, Sheet 3 of 8. In this context a ratio of restored habitat to impacted area is 0.45 to 1 (0.43 to 1 minimum). However, the rookery/aquatic ecosystem habitats are very rare in Nueces Bay and their construction/restoration is essential to the many species of ground nesting water birds that no longer have adequate and suitable nesting habitat (see Chaney, AH and GW Blacklock. 2005. Colonial Waterbird and Rookery Island Management Plan. Report for Coastal Bend Bays & Estuaries Program, <http://cbbep.org/publications/virtuallibrary/CWBMgmtPlanApril2005.pdf> and; Hackney, A. 2014 "Texas Coastal Rookery Conservation Plan" draft report to U.S. Fish and Wildlife Service Region 2 Coastal Program, 342pp). The existing site ecological function will change from a soft mud bottom to nesting habitat, which is much rarer compared to the mud bottom function that is found abundantly in the vicinity. Therefore, the PCCA has elected to redress its project impacts by the creation/restoration of a very rare aquatic ecosystem/rookery habitat that had previously existed at this location and that has high aquatic ecosystem function and value compared to the jurisdictional area affected by the WBMA.

VI. Number of Credits to be Provided

To achieve the goal of the PCCA Plan, the PCCA will ensure construction of 0.45 acre area (at a minimum) of direct construction of NBRIRP Island No 2 is completed. As referenced in Section V, the direct construction shall result in the restoration of minimum of 0.61 acre area of rookery/aquatic ecosystem habitat, which is a ratio of restored to impacted habitat of 0.43 to 1. However, rookery/aquatic ecosystem habitats are very rare in Nueces Bay and their construction/restoration is essential to the many species of ground nesting water birds that no longer have adequate and suitable nesting habitat.

Attachment A (Mitigation Plan)
SWG-2001-00996
PCCA
CSC Inner Harbor
Nueces Bay

Therefore, the PCCA has elected to redress impact by facilitating the creation/restoration of aquatic ecosystem/rookery habitat that is rare and has high ecological function and value compared to the jurisdictional area affected by the WBMA.

VII. Restoration Site Work Plan

The PCCA will ensure the start of construction of the NBRIRP Island No. 2 no later than 1 year from the date the 1.43-acre jurisdictional area at the WBMA site is impacted by excavation dredging, or, the PCCA may in coordination with the CBBEP elect to initiate and complete the construction before the impact to the jurisdictional area occurs. The construction work specifically involves the placement of clean select fill to an average elevation greater than or equal to 2.5 feet NAVD 88, with the lines and grades to be finalized during preparation of contract plans and specifications. The materials will be barged to the site using existing channels with its transportation, offload, placement and shaping utilizing equipment suited to the performance of the work and with all work conducted in a manner that minimizes construction related disturbance.

VIII. Maintenance Plan

The average target elevation for the estimated* 0.48-acre site to be created on Island No. 2 behind geotube retaining structures is 2.5 feet NAVD 88. No post-construction maintenance of the NBRIRP Island No. 2 is anticipated. However, the determination of a need for maintenance shall be identified by the PCCA and the CBBEP and coordinated with USACE on an as-needed basis.

IX. Ecological Performance Standards

The objective of the NBRIRP is to create/restore aquatic ecosystem/rookery habitat for utilization by ground nesting water birds. Independent and separable monitoring of this important natural resource conservation project shall be conducted by CBBEP during its programmatic colonial water bird monitoring program. The PCCA will utilize CBBEP data to evaluate performance and to develop monitoring reports. See also Section X, Monitoring and Reporting, below.

For SWG-2001-00996 the PCCA will ensure the following parameters are documented: 1) total number of birds present, by species; 2) estimated number of active nests by species; 3) size and surface elevation and stability of the estimated*0.48-acre created site; 4) integrity of the geotube retaining structures. The observation for nesting birds will occur in each month of April, May and June.

Performance Standards

- 1) Greater than or equal to more than 10 active nests than compared to the pre-restoration baseline condition.
- 2) Maintain the estimated*0.48-acre area with an average elevation greater than or equal to 2.5-feet NAVD88.

A. Hachmont A. (Mitigation Plan)
SWG-2001-00996
PCCA
CCSC Inner Harbor
Nueces Co.

The goal of the NBRIRP is to provide the opportunity for the waterbird utilization and nesting success. It is the CBBEPs expectation the extraordinary success of the CBBEP "New Island Project" completed in 2002 will be repeated by the NBRIRP. However, utilization by ground nesting water birds cannot be guaranteed as there are many inter and intra-annual natural and man-caused factors that can and will affect utilization. Monitoring of the Island No. 2 creation/restoration site will be carried out for a 5-year period. According to RGL 08-03, if the Corps determines that a compensatory mitigation project has met its performance success standards in less than five years, the remaining monitoring period length can be reduced, if there are at least two consecutive monitoring reports that demonstrate that success.

X. Monitoring and Reporting

PCCA Plan will conduct a post-construction survey, including area and elevations, within 30 days following the completion of the mitigation site work plan (year 0) and again at six months. Yearly post-construction monitoring will start no later than the first waterbird nesting season following direct construction (Year 1) and continue annually for , 2, 3,4, and 5 years.

As described in Section IX, independent and separable monitoring of this important natural resource conservation project will be conducted by the CBBEP through and as a part of its programmatic colonial water bird monitoring plan. Monitoring will also be in accordance with Section IX and/or this Section X, where applicable. The PCCA will utilize CBBEP observational data to determine performance and to develop Year monitoring reports. The Year monitoring reports will be produced in accordance with the guidelines of RGL 08-03, will be in memo/letter format and will at a minimum include: a narrative and/or a table summarizing parameter observations; a statement concerning performance standard achievement; a brief and generalized description of the physical condition of the direct construction area, and; commentary and/or recommendation deemed warranted by the PCCA if any, and; a photograph representative of the site.

The PCCA Plan will submit post construction, 6-month, Year 1, Year 2, Year 3, Year 4 and Year 5 monitoring reports to the Corps in accordance with this Section X, as applicable. According to RGL 08-03, if a compensatory mitigation project has met its performance standards in less than five years, the Corps can reduce the length of the remaining monitoring period length, if there are at least two consecutive monitoring reports that demonstrate performance success. Therefore the Final Report may be submitted by PCCA prior to Year 5 and as coordinated with CBBEP and the Corps.

XI. Maintenance and Long-term Management Plan

No post-construction maintenance of the NBRIRP Island No 2 is anticipated. The determination of a need for maintenance and long-term management shall be identified by the PCCA and the CBBEP and coordinated with USACE on an as-needed basis.

NBRIRP Island No. 2 will be protected by deed restriction/conservation easement as described by this plan in Section IV, Site Protection Instrument. Maintenance will be limited to actions required to achieve the goals and purpose described in this plan. Long-term management of the site is the responsibility of the CBBEP.

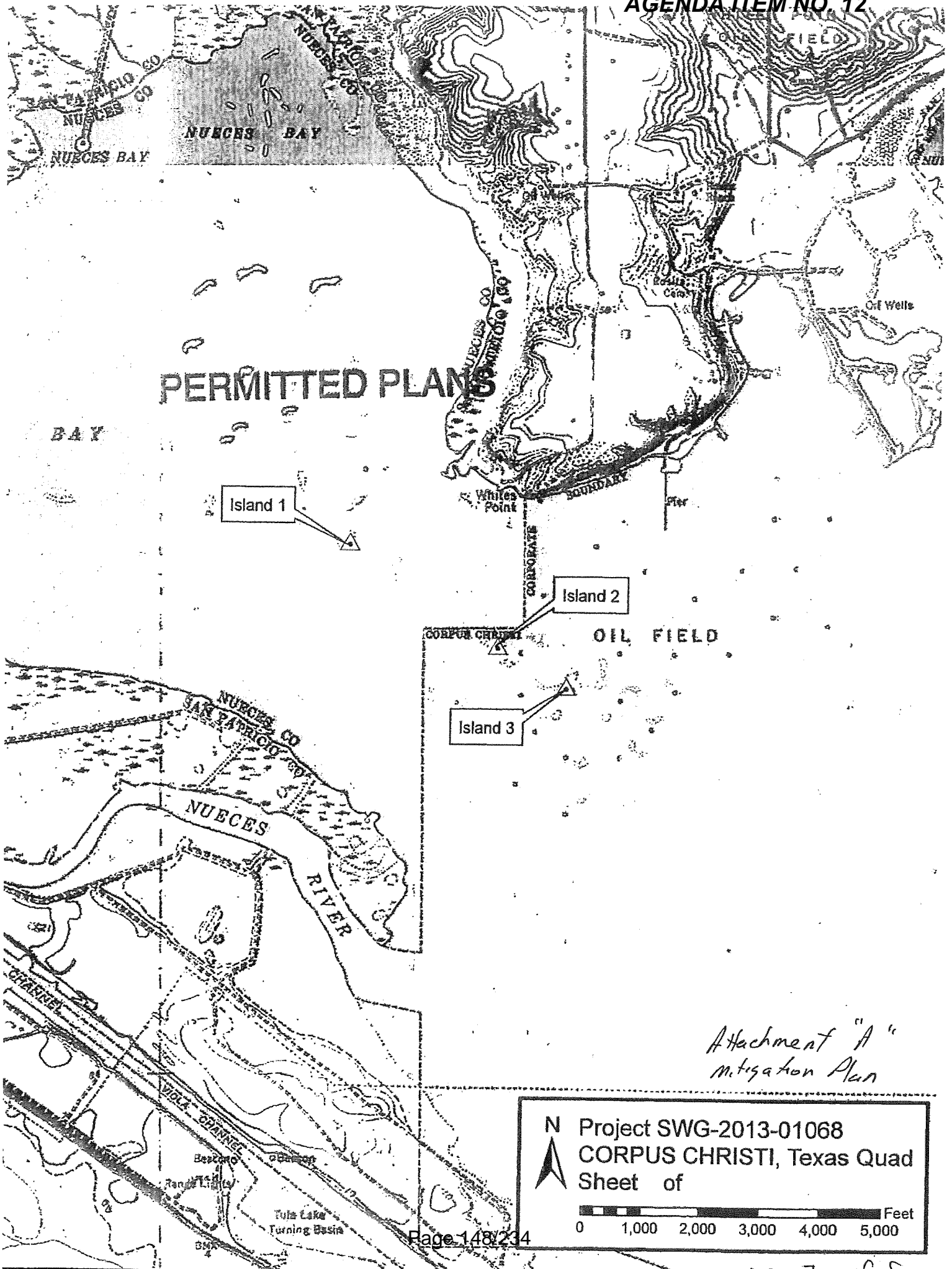
XII. Adaptive Management Plan

Monitoring undertaken under Section IX and X shall indicate the maintenance or management actions that may be required to achieve the goals and objectives described in this plan. When necessary, the permittee will coordinate with USACE in an attempt to agree upon an appropriate course of action.

XIII. Financial Assurances

The permittee has the financial capabilities to construct and monitor the mitigation site.

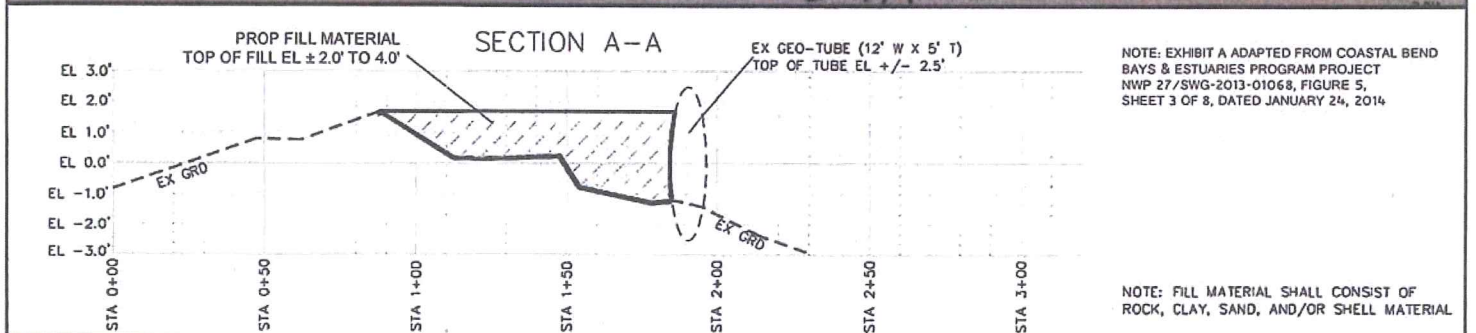
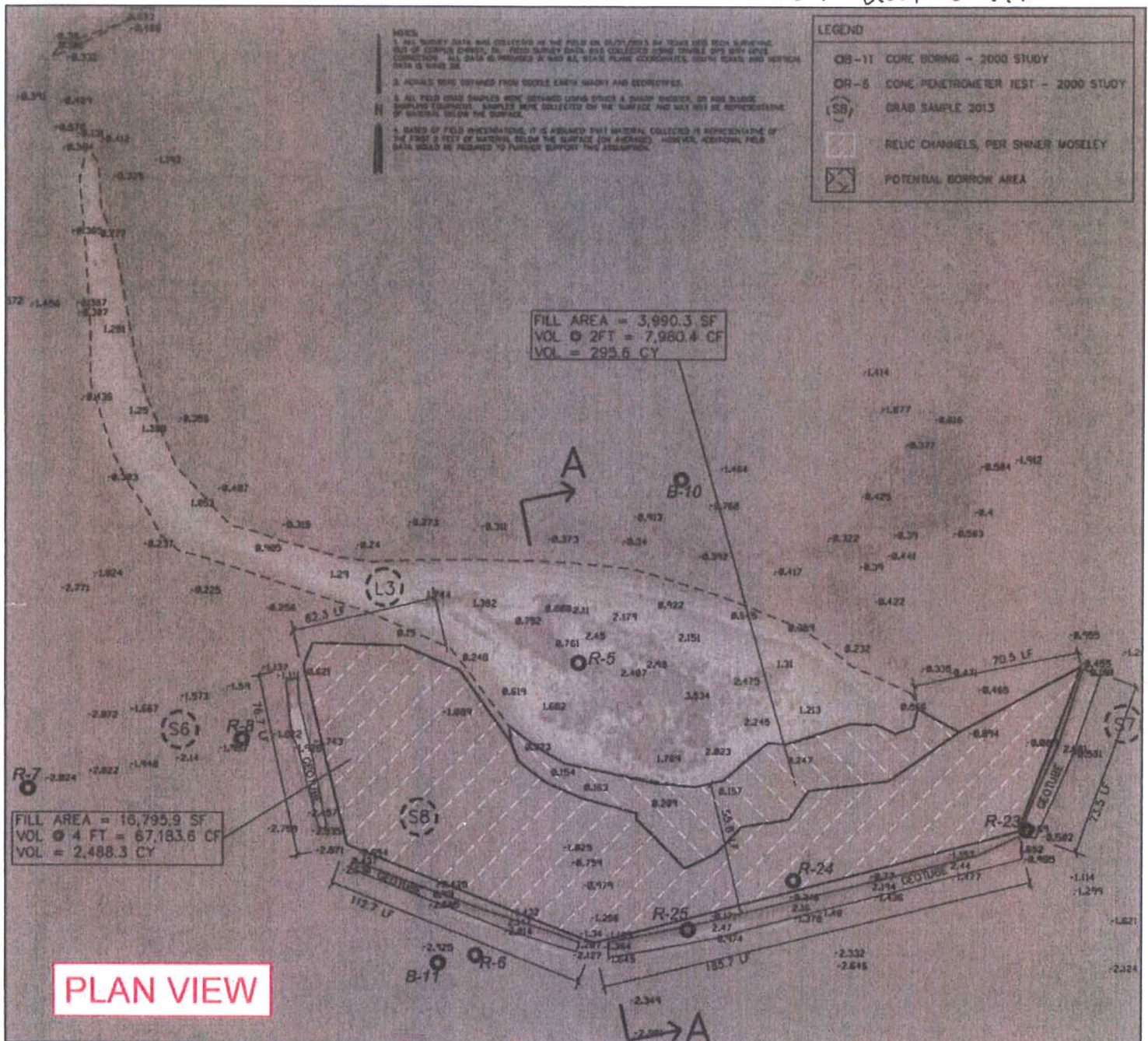
Attachment A (mitigation Plan)
5004-2001-00996
POCCA
CCSC Inner Harbor
Nurces Co.
pg 6 of 8



Attachment "A"
Mitigation Plan

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CORPUS CHRISTI, Texas Quad
Sheet of

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Attachment "A"
 Mitigation Plan

EXHIBIT A
SWG-2001-00996
NUECES BAY ROOKERY ISLAND
RESTORATION PROJECT
NUECES BAY, CORPUS CHRISTI, TX
ISLAND #2 RESTORATION



NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Port of Corpus Christi Authority		Permit: SWG-2001-00996	Date: 12 Nov 2014
Attached is:			See Section below
X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of Permission)		A
	PROFFERED PERMIT (Standard Permit or Letter of Permission)		B
	PERMIT DENIAL		C
X	APPROVED JURISDICTIONAL DETERMINATION		D
	PRELIMINARY JURISDICTIONAL DETERMINATION		E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at

http://www.usace.army.mil/CECW/Pages/reg_materials.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved jurisdictional determination (JD) or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

DATE: September 15, 2015

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 13

**Award a Contract for PCCA's Unarmed Security Guard Services
to the Bidder the Commission Determines will Provide
these Guard Services at the Best Value for PCCA**

The Port utilizes a combination of Port-employed gate guards and contract gate guards to provide security at the entrances to our operating facilities. These guards also patrol inside the facilities, monitor vessel arrival/departure to check for dock damage, and perform other required tasks. In 2014, a comprehensive review of the Port's security program examined the functions of the security guards and made a number of recommendations. These have been implemented.

On June 16, 2015, the Port Commission approved the termination of the then existing contract for unarmed security services with Amtex Security, while also approving a short-term contract with Amtex Security to assure continuity of security services while staff began the request for proposal process for sealed proposals to provide unarmed security services to the Port of Corpus Christi Authority. That short-term contract with Amtex Security expires on October 31, 2015.

The bid specifications were prepared to cover a one-year period (ending September 30, 2016), with two one-year extension periods solely at the option of the Port. The bid specifications required each bidder to submit their price for providing the guard services and also their qualifications and experience. The bid specifications outlined the weight percentage for each criteria that would be used to evaluate the proposals.

On August 17, 2015, Port staff received six responses to our solicitation for Sealed Bids for Unarmed Security Guard Services.

1. Sec-Ops, Inc., Corpus Christi, Texas
2. Andy Frain Services, Aurora, Illinois
3. Securitas Security Services USA, Kennesaw, Georgia
4. Amtex Security, Inc., Corpus Christi, Texas
5. Whelan Security, Houston, Texas
6. Vets Securing America, San Antonio, Texas

There was one sealed bid that was received after the published deadline. That sealed bid was not opened, and was returned to the originator via regular mail.

The Evaluation Committee, selected by the Port Commission, consisted of the following staff members—Sean Strawbridge, Chief Operating Officer; Dennis DeVries, Director of Finance; and Tom Mylett, Chief of Police/Facility Security Officer. This committee met on August 26, 2015, to evaluate the bids based on the evaluation criteria previously approved by the Port Commission for determining which bid would provide the best value for the Port of Corpus Christi. The Evaluation Committee determined that the bid submitted by Sec-Ops Inc. provided the best value to the PCCA. The Evaluation Committee presented its findings and recommendation to the Port Security Committee on Thursday, September 9, 2015. The Security Committee reviewed and agreed with the Evaluation Committee's recommendation.

Based on the Evaluation Committee's evaluation of the bids, Port staff recommends award of a contract to Sec-Ops Inc. for a one-year initial term at an estimated cost of \$1,219,047.54 to provide unarmed security guard services to the PCCA. At the end of one year, staff will evaluate Sec-Ops Inc. performance and recommend to the Port Commission whether to approve a one-year extension to this contract.

LEAD CONTACT: Tom Mylett, 361-885-6238; tom@pocca.com

AGREEMENT FOR UNARMED SECURITY GUARD SERVICES

THIS AGREEMENT (the "Agreement") is entered into this **15th September 2015** ("Effective Date"), between the Port of Corpus Christi Authority of Nueces County, Texas, a navigation district and political subdivision of the State of Texas, hereinafter called "Authority", and Sec-Ops, Inc., a corporation, hereinafter called "Contractor". The Authority and Contractor are sometimes collectively referred to herein as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, Authority has a need for unarmed security guard services at various locations; and

WHEREAS, Contractor is a duly licensed security guard company; and

WHEREAS, the Authority wishes to engage Contractor to provide unarmed security guard services at various properties and facilities of the Authority in accordance with the terms of this Agreement; and

WHEREAS, the Authority has complied with the competitive sealed bidding requirements of section 60.454(6) of the Texas Water Code in awarding this contract;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is acknowledged by both Parties, and in further consideration of the mutual promises and obligations contained herein, Authority and Contractor hereby agree as follows:

Section 1. Scope of Work

1.1 Security Guard Services. The Contractor will provide unarmed security guard services for the Authority in accordance with this Agreement beginning on **October 1, 2015**. The Authority may increase or decrease the weekly man hours for security guard services when the Authority deems it necessary. Authority may also increase the weekly man hours for security guard services on an emergency basis, provided, however, such an emergency increase in weekly man hours may not last more than two weeks unless agreed in writing by Contractor.

1.2 Contractor Pays All Costs. Contractor shall pay for all labor, materials, equipment, supervision, supplies, transportation, insurance and overhead necessary or required to perform the work required under this Agreement.

Section 2. Term, Termination and Default

2.1 Term. The term of this Agreement shall be for the period beginning on the Effective Date and ending at 11:59 p.m. central standard time on **September 30, 2016** ("Initial Term"), unless earlier terminated as provided herein; provided, however, that unless earlier terminated as provided herein, the Initial Term shall automatically be extended for one additional year (the "First Renewal Term"), and the First Renewal Term shall automatically be extended for one additional year, unless at least thirty(30) days prior to the end of the Initial Term or the First

Renewal Term, as applicable, the Authority shall have given written notice to Contractor that the Agreement will not be extended. In no event, however, shall this Agreement extend beyond **September 30, 2018**, except with the written agreement of the Parties. Contractor will commence actual services under the Agreement with all required personnel present and on duty on **October 1, 2015, at 12:01 a.m.**

2.2 Termination. The Authority may terminate this Agreement any time for convenience (i.e., without any reason) by giving Contractor at least thirty (30) days' prior written notice of such termination. If the Agreement is so terminated, the Contractor shall be compensated for all work performed under the Contract prior to the termination date. The Contractor will not be compensated for any other costs in connection with a termination for convenience. Contractor will not be entitled to recover any damages in connection with a termination for convenience.

2.3 Default of Contractor.

2.3.1 Events of Default. The occurrence of any of the following shall constitute an "Event of Default" by Contractor:

1. Contractor fails to perform any of its material duties or obligations under this Agreement and such failure continues and is not cured within five (5) calendar days after written notice thereof is received from the Authority;
2. Contractor shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or any third party shall file an involuntary petition in bankruptcy against Contractor and such petition is not dismissed, discharged or otherwise terminated with prejudice within thirty (30) calendar days of the original filing thereof;
3. Contractor shall admit in writing its inability to pay its debts as they come due, its insolvency or pending insolvency, or a suspension or pending suspension of operations; or
4. There occurs any event which, under applicable laws, has an effect similar to the events described in (2) or (3).

2.3.2 Rights of Authority in Event of Default of Contractor. Upon the occurrence and during the continuation of any Event of Default, the Authority may, in addition to any other rights provided in this Agreement, terminate this Agreement without relieving the Contractor of any of its obligations hereunder and pursue any remedy now or hereafter existing at law or in equity or otherwise.

2.4 Survival. Sections 2.4, 10.1, 11, 13, 14, 15.1, 15.3, 15.4, 15.5, 15.6, and 15.9 of this Agreement shall survive the termination of this Agreement.

Section 3. Security Supervisors

3.1 Supervisory Services. Contractor shall have one security supervisor (“Supervisor”) on duty at all times to supervise the Security Officers (as defined in Section 4.1) in the performance of their duties and responsibilities as required by this Agreement. The Supervisors shall work 168 hours per week, collectively. The Authority’s Chief of Police and Security (“Chief of Police”) and Contractor will agree, in writing, on the work shifts of the Supervisors.

3.2 Supervisors’ Qualifications. The Supervisors assigned to do work for the Authority under this Agreement shall have at least two (2) years of experience as a security supervisor at an industrial marine terminal operation or other comparable industrial facility. The Supervisors shall supervise, on behalf of the Contractor, the Security Officers working during the Supervisor’s assigned shift and shall carry out, on behalf of the Contractor, any lawful directions pertaining to this Agreement given to the Contractor by the Chief of Police or his authorized designee. The Supervisors must be computer literate with a basic knowledge of Windows, able to enter data in a database and write reports on the Authority’s email system. The Supervisors in charge of work under this Agreement shall at all times be available to receive and implement orders or special instructions given to the Contractor by the Chief of Police, or his authorized designee.

3.3 Supervisors’ Authority. The Supervisors shall be competent and reliable representatives of Contractor with the full power and authority to act on behalf of the Contractor. The Supervisors will promptly execute, on behalf of the Contractor, any lawful instructions or directions pertaining to this Agreement given to the Contractor by the Chief of Police, or his authorized designee.

3.4 Overtime Pay. The Authority will pay the Contractor for overtime pay for the Supervisors only when the overtime is caused and authorized (in writing) by the Authority.

Section 4. Matters Concerning the Security Officers

4.1 Security Officers. The guard duties under this Agreement will be performed by the Contractor’s security guards (each a “Security Officer”). The base hourly wage payable to a Security Officer by Contractor shall be at least \$14.00 per hour.

4.1.1 Overtime Pay and Holiday Pay. The Authority will pay the Contractor for overtime work performed by the Security Officers only when the overtime is caused and authorized (in writing) by the Authority. Any holiday work which is performed by the Security Officers in accordance with Section 9.1 shall be deemed to have been approved by the Authority for purposes of this Agreement.

4.2 Number of Security Officers; Location and Hours of Service. During normal times, the Contractor shall provide security guard services at the following locations of Authority for 168 hours per week:

- 1 Security Officer (fixed post) at Facility #1 – 168hours per week
- 1 Security Officer (roving patrol) at Facility #1 – 168hours per week

- 1 Security Officer (fixed post) at Facility #2 – 168hours per week
- 1 Security Officer (roving patrol) at Facility #2 – 168hours per week
- 1 Security Officer (fixed post) at Facility #3 – 168hours per week
- 1 Security Officer (roving patrol) at Facility #3 – 168hours per week

Note1: Contractor will provide a vehicle, as required in Section 7, for each roving patrol, unless otherwise agreed to by the Chief of Police.

Note2: Depending on necessity due to the amount of commerce at any given facility, Contractor may be required by Authority to assign an additional fixed post guard at any one of the three facilities assigned to Contractor.

Authority reserves the right to increase or decrease the number of Security Officers required at any particular location and/or the number of hours of guard service needed at each location during the term of this Agreement. Beginning on **October 1, 2015**, the Contractor will be providing security guard services at three of the five facilities owned by the Authority which are subject to the requirements of 33 CFR, Part 105. It is possible, however, that during the term of this Agreement the Authority may need Security Officers at one or both of the other facilities.

4.3 General Duties of Security Officers. Each Security Officer shall work under the direction of the Supervisor on duty and shall perform all duties assigned to him or her and/or as listed in approved post orders prepared by the Contractor. Typical examples of work to be performed are:

- Performs specialized industrial security work in the areas of physical plant protection, regulatory security services, security communications, security sentry, patrol activities and disaster, and emergency operations.
- Prepares written (legible) detailed incident reports pertaining to infractions of security rules and regulations.
- Collects information concerning illegal and unauthorized activities in an assigned area and keeps Supervisors completely informed.
- When assigned, collects water meter readings, docking and sail times, and cargo transfer stoppage times for the harbormaster's office. Must also keep track of vessel fuel and lube trucks.
- Report verbally and in writing all damage to Authority owned property, including docks, fencing, sheds, equipment, buildings, and vehicles.
- Maintaining a high state of alertness for any suspicious people, vehicles or activity and reporting such activity to the Authority's Security Command Center.
- Having knowledge of MARSEC Levels and appropriate actions to be taken at each level.

- Inspecting vehicles, people and packages at prescribed gates in accordance with the appropriate MARSEC Level.
- Controlling access to restricted areas by ensuring that only those persons with a Transportation Worker Identification Credential (TWIC) and a legitimate, verified reason for entry are permitted to enter unescorted. Where applicable, issuing Visitor Passes to authorized visitors and retrieving such passes when they leave.
- Controlling vehicular entry and exit of cargo by comparing manifests and other documentation with actual cargo loads.
- Engages in positive customer service and customer relations, and is able to maintain effective working relationships with supervisors, co-workers, and employees of the Authority.

4.4 Standards for Security Officers

4.4.1 Contractor's Personnel to Be Registered with Texas Department of Public Safety. All Supervisors and Security Officers shall be registered with Texas Department of Public Safety (DPS), Regulatory Services Division, Private Security Program, and shall possess a DPS security guard registration identification prior to being assigned to perform duties under this Agreement.

4.4.2. Minimum Criteria. Any person employed by Contractor who will perform services under this Agreement must meet or exceed the following criteria:

- The person must have a high school or G.E.D. education as a minimum, be literate in English to the extent of speaking, reading and understanding printed regulations, detailed written orders, training instructions and material, and shall be able to compose reports which convey complete information.
- The person shall have passed a medical examination based on the person's ability to perform the essential job functions to be performed by such person under this Agreement.
- If the person served in the military, he or she must have been released or discharged with an honorable discharge.
- The person must possess a valid Texas Class C Driver's License.

4.4.3 Special Skills. The Contractor's employees who will perform services for the Authority pursuant to this Agreement must be computer literate, with a basic knowledge of Windows, and able to make entries in a database and operate an identity card scanner.

4.5 Mandatory Training. No person employed by Contractor may be assigned to serve as a Supervisor or Security Guard under this Agreement unless and until such person has completed all of the training described in this Section 4.5 (the “Mandatory Training”). The Mandatory Training is divided into two categories: (A) the training described in Section 4.5.1, and (B) the training described in Section 4.5.2.

4.5.1 The training described in this Section 4.5.1 shall cover the subject areas listed below and shall be conducted by the Contractor. Prior to assigning a person to serve as a Supervisor or Security Guard under this Agreement, the Contractor will provide the Chief of Police or his designee with written certification that such person has received the training required by this section. The subject areas of the training required by this section are as follows:

- Mission and Function of Security Guard Operations (purpose and duties of security guards).
- Thorough understanding of a Security Officer’s duties under this Agreement, and post and patrol operating procedures.
- Safeguarding Proprietary Materials.
- Basic Firefighting (use of fire alarm system, fire extinguishers, fire water hoses, fire barriers and sprinkler system).
- Report Writing (writing clear and concise reports - who, what, when, where, why and how).
- Security Officer Orientation (general orientation on conduct and attitudes on and towards the job).

4.5.2 This training described in this Section 4.5.2 shall cover the subject areas listed below and shall be conducted by an Authority Police Officer. Any overtime payable to an employee of Contractor as a consequence of his or her attending this required training shall be paid by the Contractor. The cost of this secondary training (a two-day course) shall be paid by Contractor. Instructor cost will be \$300 for each 8-hour class (for a total of \$600), if the instructor is on overtime, plus an additional fee of \$25.00 per student for administrative/materials costs (for both days of training) whether or not the instructor is on overtime. Students must pass an end of course test in order to perform services for the Authority under this Agreement. The subject areas of the training required by this section are as follows:

- Traffic Control (movement and control of vehicular traffic by guard using hand and arm signals).
- Bomb Threats (how to respond to, search for methods, plans and evacuation of facilities).

- Disaster Preparedness (maintenance of law and order and suppression of unlawful acts in times of disaster, knowledge of the Authority's Threat Conditions –Threat cons, Hurricane Plan and CAER Manual).
- Civil Disturbance and Riot Control (protection of property, closely controlled access and use of disaster).
- Standards of Conduct (performance standards which promote high duty performance).
- Explosives Safety (familiarity with dangers inherent in fires associated with explosives).
- Training required by United States Coast Guard Regulation 33 CFR 105.210 and the Authority's Facility Security Plan.
- Authority's Standard Operating Procedures, Authority's Police and Security Department Policies and Procedures for Security Officers, and applicable sections of Authority's Facility Security Plan, to include training on Racial Profiling and Bias Based Security practices (prohibited).

4.5.3 Notwithstanding anything to the contrary contained in this Section 4.5, if it has been more than one year since an employee of the Contractor has provided security services to the Authority, such employee must complete the Mandatory Training again before being assigned to serve as a Supervisor or Security Guard under this Agreement.

4.6 Incompetent Security Officers. The Chief of Police may require the Contractor to dismiss forthwith any Security Officer who, in his opinion, is not performing the work properly, and such person shall not be permitted to provide any further services under this Agreement without the written consent of the Chief of Police.

Section 5. Contractor's General and Specific Security Duties.

5.1 In addition to guarding the security of the Authority's property, the Contractor shall perform such other services as are set forth herein to ensure the safety of the Authority and all of the Authority's authorized personnel, contract employees and authorized visitors.

5.2 Services performed under this Agreement by the Supervisors and Security Officers (collectively, the "Contractor's Personnel") shall be subject to inspection and acceptance by the Authority's duly authorized representative. The Chief of Police is the Authority's representative responsible for all security matters concerning the Authority.

5.3 During the performance of this Agreement, Contractor agrees to comply with all applicable Federal, State or Local laws or regulations.

5.4 The following specific security requirements shall apply to this Agreement:

5.4.1 The Contractor shall protect all Authority property, materials and equipment from unauthorized use, loss, and/or theft by timely reporting any such incidents to the Authority Security Command Center (“SCC”). The Contractor’s Personnel shall report any incidences of trespassing to the SCC. Contractor, while carrying out its duties under this Agreement, is not authorized to engage in the use of force to gain compliance with Authority regulations, or to stop any individual action involving a violation or crime, except that Contractor’s Personnel may exercise reasonable means, as would apply to any ordinary citizen, to defend against any unlawful physical contact with Contractor’s Personnel by another individual(s). All trespassers may be escorted off Authority property or arrested by the Authority’s Police Officers.

5.4.2 The Contractor shall control personnel and vehicle entry to and from designated entrances at the Authority in accordance with procedures established by the Authority. The Contractor shall enforce the Authority’s Identification and Access Control System to identify and control access by all Authority and contract employees and visitors to the Authority. Contractor, while carrying out its duties under this Agreement, is not authorized to engage in the use of force to gain compliance with the Authority’s regulations, or to stop any individual action involving a violation or crime, except that Contractor’s Personnel may exercise reasonable means, as would apply to any ordinary citizen, to defend against any unlawful physical contact with Contractor’s Personnel by another individual(s).

5.4.3 The Contractor shall endeavor to prevent the occurrence of fires, explosions and other catastrophes by close observation of the buildings, machinery, vehicles, electrical equipment and personnel, and to identify unsafe or potentially unsafe conditions, procedures or activities. Upon the observation of any unsafe condition, the Contractor’s on-duty Supervisor and the SCC will be notified and, by the direction of the Chief of Police or his authorized designee, admission to the unsafe area may be limited to only authorized personnel in order to minimize the risks. If the Contractor’s on-duty Supervisor receives a notice from a Security Officer pursuant to this section, the Supervisor shall immediately notify the Chief of Police or his designee.

5.4.4 In the event of fire, explosion or other catastrophe on the Authority’s property, the Contractor shall provide traffic control at the emergency location and other security services as determined by the Chief of Police, or his designated representative. Authority will provide temporary traffic control devices as deemed necessary by the Chief of Police or his designee.

5.4.5 At those locations not manned by Port Security Officers (“PSO’s”), the Contractor shall patrol the entire posted location area including all parking lots by motor vehicle, or on foot, as determined by the Chief of Police, and provide continuous surveillance of the facilities. At those locations, Contractor will check all designated gates, doors and windows, and will notify the SCC if any are found opened and unattended. When deemed safe to do so, and by direction of the Chief of Police or his designee, the Contractor’s Personnel shall close and lock the gates, doors and windows, turn off unnecessary lights and perform other security related activities necessary to meet the overall security requirements of this Agreement.

5.4.6 When requested by the Chief of Police or his designee, the Contractor shall provide security protection, through physical uniformed presence only, in situations such as, but not limited to, incidents involving terminations, drug abuse, alcoholism, psychotic persons, civil disturbances, riots or other disorders on Authority property.

5.4.7 The Contractor's Personnel shall comply with all traffic regulations for vehicles operated on the Authority's property.

5.4.8 The Contractor's Personnel shall provide assistance to persons on Authority property in need of aid involving incidents such as hurricanes, storms, hazardous road conditions, nuisance animals, damaged utilities and other similar conditions. That assistance shall normally be limited to reporting of the situation/request for assistance to the SCC. In any case, the Contractor shall ensure that, beyond reporting incidents to the SCC, nothing will interfere with Contractor's duty to maintain vigilance regarding access control and facility security.

5.4.9 The Contractor shall make inquiries into incidents occurring on the Authority's property within the Contractor's cognizance and verbally report to the Chief of Police or his designee within one (1) hour of the occurrence. The verbal report shall be followed by a written report to be submitted to the Chief of Police or his designee no later than the next business day.

5.4.10 The Contractor shall maintain and submit reports and records in accordance with directives and regulations set by the Chief of Police.

5.4.11 The Contractor shall adhere to the Authority's Standard Operating Procedures which have been given to the Contractor or which may be given to the Contractor during the term of this Agreement. The Authority's Standard Operating Procedures prescribe rules, regulations, and procedures generally applicable to the entire security guard force and require all security guard personnel to comply with the provisions thereof unless by their nature the provisions are clearly inapplicable to a particular instance.

5.4.12 The Contractor shall adhere to the standing orders or directives issued by the Chief of Police or his designated representative. Detailed post standing orders and patrol standard operating procedures covering functions to be performed are established by Authority and posted at each guard post. The orders may require changes from time to time, which shall be disseminated to the Contractor's Personnel by Contractor.

5.4.13 At least **FIVE (5)** days prior to **October 1, 2015**, the Contractor shall supply to the Chief of Police an organizational chart that includes the names of all of Contractor's employees who will be providing services under this Agreement and the respective positions and/or titles described in Sections 3 and 4 which have been assigned to each of these employees of the Contractor. The Contractor shall ensure that each of its employees who will be providing services to the Authority has a Transportation Worker Identification Credential (TWIC), as described in 33 CFR, Part 105, which is valid and current. The Contractor shall be required to pay all required fees for issuance of the TWIC. Persons employed by the Contractor who are not in possession of a TWIC will not be permitted to perform security duties on Authority property. In

addition, the Contractor shall maintain an Officer Recall System capable of recalling trained security guards to duty in sufficient numbers to meet emergency situations arising at the Authority. The Chief of Police will determine what constitutes an emergency.

5.4.14 The Contractor's Personnel shall not be allowed to be on duty on either a fixed or mobile post for more than twelve (12) consecutive hours in a twenty-four (24) hour period or in excess of sixty (60) hours per week except in an emergency situation and/or when permission is granted by the Chief of Police or his designated representative.

5.4.15 The Contractor shall be responsible for supplying additional Security Officers when required due to changes in the weekly man-hours, special events and/or visits by officials. Each special event shall be for a minimum of four (4) hours. The Contractor shall receive advance notification from the Chief of Police of these special events and such notification must be given at least six (6) hours prior to the event. If such notification is not given timely, the first four hours of such duty will be paid at the Overtime Hourly Charge and then at the Regular Hourly Charge for any period of time immediately thereafter.

5.4.16 The Contractor must maintain a staffed office in Corpus Christi, Texas, with management personnel capable of making all operational decisions concerning this Agreement.

5.4.17 The Contractor shall make inspection visits of the job sites at random hours during the day and night on a consistent basis with at least one (1) inspection per week. Contractor will provide the Chief of Police a monthly report of the results of such inspections.

5.4.18 The Contractor shall provide additional Security Officers as new posts are developed by the Authority at the same Hourly Charges as are provided in Section 11.1 of this Agreement.

5.4.19 All of the Contractor's Personnel assigned by the Contractor to perform work under this Agreement shall be required to pass a medical examination concerning their ability to perform the essential job functions described in this Agreement.

5.4.20 The Contractor shall screen each prospective employee who will perform services under this Agreement for prior drug/alcohol use, and resolve any disqualifying information developed by such screening with the Chief of Police or his designee. In addition, Contractor will randomly test all of the Contractor's Personnel working at Authority facilities for drug/alcohol use, and Contractor shall report to the Chief of Police any Supervisor or Security Guard who has a positive test result, whether or not Contractor intends to permit that employee to continue working at the Authority's facilities. Contractor and the Chief of Police must agree on any circumstance under which such an employee may be permitted to work at the Authority's facilities.

Section 6. Uniforms and Equipment

6.1 Uniforms and Personal Equipment. The Contractor shall provide for each of Contractor's Personnel, at no expense to the employee, all of the uniforms and personal equipment

items outlined below. All of the Contractor's Personnel shall wear this uniform and all authorized personal equipment while on duty in a clean, serviceable condition. The uniform shall be the Contractor's prescribed uniform colors, conforming to acceptable standards set forth in Texas Occupations Code, and consistent in style and color for each employee. Such uniform and equipment shall include the following:

- Shirt for men, shirt or blouse for women, long and short sleeve (two of each upon assignment, two additional after each six months or as needed).
- Trousers (two pair upon assignment, two additional after each six month or as needed).
- One baseball style Cap and one hard hat.
- Rain suit, either three piece (pants, coat, hood), or raincoat with hood
- Belt.
- Shoulder patches, one for each shoulder on each shirt.
- Whistle - chrome, brass or blue steel.
- Badge.
- Insignia of rank, as appropriate.
- Name plate.
- Cold weather gear (water repellent jacket with removable liner).
- One (Class I, Type I) vapor-proof flashlight with batteries.
- Vest with reflective letters (Security) to be worn at night.

6.2 Required Safety Items. Required items of safety apparel will be worn by Contractor's Personnel of both sexes, which need not be identical in style, but which will in each case satisfy the safety standards involved.

6.3 Badge. Appropriately lettered breast badge shall be worn and prominently displayed as part of the uniform. Shoulder patches lettered to indicate the identity of the Contractor and special technical qualifications may be worn on the shoulder of the uniform. No other identification of the Contractor is to be worn or displayed on the uniform.

Section 7. Security Vehicles

7.1 Number and Make of Vehicles. Contractor will provide security vehicles as required by the Authority. Vehicles will be used for security patrol on various sections of the Authority's

property. Vehicles will be small to medium sized pickup trucks, white in color or such other color as the Authority and Contractor may agree. None of the vehicles is to be older than 48 months. Vehicles are to be kept clean, in good mechanical condition and without significant body damage. All gasoline, maintenance, insurance and supplies are to be provided by Contractor. Vehicles shall have an amber light placed on top. Vehicles shall have the word "Security" prominently displayed on the vehicles. During normal times, the Contractor shall provide one (1) security vehicle at Facility #1 one hundred sixty-eight (168) hours per week, one (1) security vehicle at Facility #2 one hundred sixty-eight (168) hours per week, one (1) security vehicle at Facility #3 one hundred sixty-eight (168) hours per week, **and one (1) security vehicle for the Supervisors for one hundred sixty-eight (hours) per week.**

7.2 Compensation for Vehicles. Contractor shall invoice the Authority weekly for Contractor's security vehicles used in the performance of the Contractor's services under this Agreement. The amount of each weekly invoice for security vehicles shall equal (A) the number of hours the security vehicles were used pursuant to this Agreement the previous week, multiplied by (B)\$2.45 per hour.

7.3 Vehicle Maintenance. Supervisors and Security Officers will not be allowed to leave the Authority's property to tend to vehicle maintenance. Contractor shall utilize other personnel (not on assigned duty under this Agreement) for any needed vehicle maintenance.

Section 8. Property and Equipment Provided by the Authority

8.1 Authority shall provide the following property and equipment to the Contractor for use by the Supervisors and the Security Officers when performing their duties under this Agreement:

- Telephones, for official use only. No personal calls shall be made from posts unless authorized by the Chief of Police or his designated representative. Long distance service will not be available at guard posts. Unauthorized phone call charges shall be reimbursed to Authority by the Contractor or taken as an offset on the amounts payable to the Contractor hereunder.
- 800 MHz trunked portable radios for official use only. The portable radios will not be issued to individual guards. The necessary number of radios will be assigned to specific units to be shared from shift to shift.
- Golf carts for security surveillance at certain locations as determined by the Authority.
- Heat, light and other necessary utilities in the security guard posts.
- Working space for Contractor's Personnel, to include security guard posts and office space for the Supervisors.

- Office furniture, to include desks, chairs and filing cabinets, but Authority will not provide use of copy machines, office supplies, coffee supplies or use of coffee makers.

8.2 The Contractor shall take all reasonable precautions in accordance with sound industrial security practices to safeguard and protect the Authority's property and equipment described in Section 8.1 and to maintain it in clean serviceable condition. The Contractor assumes the risk of, and shall be responsible for, any loss of or damage to Authority's property and equipment issued/assigned by Authority to Contractor or Contractor's Personnel, except for reasonable wear and tear and to the extent that such property and equipment is consumed in the performance of this Agreement.

8.3 Only the items listed in Section 8.1 will be furnished by the Authority. All other material and equipment required in the performance of Contractor's duties under this Agreement shall be furnished by the Contractor.

Section 9. Employee Benefits for Security Officers

9.1 Holiday Pay. Contractor shall pay each Security Officer who works on a designated holiday one and a half (1½) times such Security Officer's regular hourly wage. The designated holidays are: New Year's Day; Spring Holiday (as determined by the Authority); Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; Christmas Day.

9.2 Vacation Pay. Contractor shall give each Security Officer a one-week paid vacation per year. The Authority will not pay Contractor for the vacation pay it pays to the Security Officers.

9.3 Jury Duty Pay. Contractor shall pay the regular hourly wage to the Security Officers for time spent reporting for jury duty and actual jury service. The Authority will not pay Contractor for any compensation paid to the Security Officers while on jury duty.

9.4 Contractor's Acknowledgement regarding Employee Benefits. Contractor acknowledges and agrees that it has taken the foregoing vacation and jury duty payment obligations into account in determining the Hourly Charges for the Contractor's Personnel.

Section 10. Contractor's Payment and Recordkeeping Obligations

10.1 Wages for Contractor's Employees. Contractor shall pay all wages payable to its Supervisors and Security Officers for work done pursuant to this Agreement. The Contractor shall be liable for payment of all taxes and contributions for unemployment insurance, old age pensions, benefits and annuities, or social security, now or hereafter imposed by the United States or the State of Texas, which are measured by wages, salaries or other remuneration paid to or due persons employed by the Contractor in execution of the work under this Agreement.

10.2 Weekly Reports to the Authority. Contractor shall maintain and provide Authority with one copy of the records of all required Federal and State tax payments for the Contractor's Personnel providing services to the Authority pursuant to this Agreement. Contractor

shall report to the Authority on a weekly basis all time charged by Supervisors and Security Officers by submitting copies of their time sheets to the Authority's designated representative. Contractor shall attach a copy of all signed time sheets to the Authority's invoices for services provide under this Agreement.

10.3 Independent Contractor. At all times during the term of the Agreement, Contractor shall be an independent contractor and Contractor shall not in any event be deemed to be an employee, partner, joint venturer or other representative of the Authority and the officers, agents and employees of the Contractor shall not be or be deemed to be agents, servants or employees of the Authority. Persons employed by the Contractor shall at all times be deemed to be the employees of the Contractor, and the Contractor shall be solely liable for the payment of all wages, employment taxes or other benefits made available to such employees in connection with their employment by Contractor. Contractor shall remain solely responsible for the supervision and performance of the Contractor's Personnel in completing its obligations under this Agreement.

10.4 Fines. The Authority may require the Contractor to reimburse the Authority for any fines levied against the Authority by the United States Coast Guard as a result of violations of Coast Guard Regulations or the Authority's Facility Security Plan due to the failure of Contractor to properly perform its obligations under this Agreement or due to the negligence or incompetence of any Supervisor or Security Officer in the performance of his or her duties. Additionally, the Authority may require the Contractor to reimburse the Authority for damages incurred by the Authority as a result of such violations.

Section 11. Contractor's Weekly Invoice

11.1 Hourly Charges. The Regular Hourly Charges and Overtime Hourly Charges (collectively, the "Hourly Charges") for the services provided by the Supervisors, Security Officers and Security Vehicles pursuant to this Agreement shall be as follows: *[these are the hourly charges specified in the Contractor's bid]*

	<u>Regular Hourly Charge</u>	<u>Overtime Hourly Charge</u>
Supervisor	\$19.27	\$26.98
Security Officer	\$17.88	\$25.03
Security Vehicle	\$2.45	N/A

11.2 Invoice. Each week during the term of this Agreement, the Contractor shall prepare and submit to the Authority for approval and payment an invoice setting forth (A) the names of the Supervisors and Security Officers assigned to the Authority during the preceding week, together with the individual dates and hours of the services performed by such Supervisors and Security Officers during the preceding week, (B) the license plate numbers of the Contractor's security vehicles used to perform the work required under this Agreement, together with the individual dates and hours such vehicles were so used during the preceding week, and (C) the total cost of the services and vehicles provided hereunder by the Contractor during the preceding week determined in accordance with Sections 11.3 and 11.4, below. The Authority shall pay each invoice within 30 days after the date such invoice is received, except in those cases where the Authority questions or disputes the amount of a particular invoice in good faith.

11.3 Calculating the Cost of Services. The cost to the Authority for the services provided by each Supervisor and Security Officer under this Agreement each week shall equal (A) the number of straight time hours actually worked by such person during such week, multiplied by the Regular Hourly Charge (as set forth in Section 11.1) for such person, plus (B) the number of overtime hours actually worked by such person during such week, multiplied by the Overtime Hourly Charge (as set forth in Section 11.1) for such person.

11.4 Calculating the Cost of Vehicles. The weekly cost of each security vehicle used by the Contractor to provide services under this Agreement shall equal (A) the number of hours the vehicle was actually used pursuant to this Agreement the previous week, multiplied by (B) the Regular Hourly Charge (as set forth in Section 11.1) for a security vehicle.

Section 12. Insurance Requirements.

For purposes of this Section 12 and Section 13, the term “Contractor Employee” means a Supervisor, a Security Officer, or any the person employed by the Contractor who is performing services for the Authority pursuant to this Agreement. The Contractor must maintain insurance policies providing the coverages described in this Section 12 in force during the full term of the Agreement, including renewals and extensions thereof. The Contractor shall name Authority as an additional insured under all of the insurance policies described in Sections 12.1, 12.2, and 12.3, and each such insurance policy shall be endorsed to include Authority as an “additional insured”. The Contractor shall name Authority as an alternate employer under the workers compensation and employers liability insurance policy described in Section 12.4, and such insurance policy shall be endorsed to include Authority as an “alternate employer”. Each of the insurance policies required under this Section 12 (each a “Policy” and collectively, the “Policies”) shall be endorsed to be primary, with the Authority’s policies being excess, secondary and noncontributing, notwithstanding any language in Authority’s policies to the contrary. Each of the Policies must be written by a company with a current A.M. Best Company rating of at least A: VI.

12.1 Commercial General Liability. Commercial General Liability insurance is required, which shall protect the insured against losses that may be caused by liability imposed by law for damages resulting from bodily injury, including death, to a person other than the insured, or for damage to, or destruction of, property of others, occurring on Authority’s premises or through its operations, except claims arising from motor vehicles away from the premises, claims covered by Workers’ Compensation Insurance, and other applicable standard exclusions stated in the policy. The minimum coverage shall be as follows: \$1,000,000 for each occurrence; \$2,000,000 aggregate limit.

12.2 Business Automobile Liability. Business Automobile Liability insurance for the use of an automobile (whether owned, leased, or non-owned) by a Contractor Employee in the performance of his or her duties for Authority is required. The minimum coverage shall be as follows: \$1,000,000 combined single limit.

12.3 Excess or Umbrella Liability Coverage. Excess or umbrella liability coverage is required at a minimum of \$1,000,000.00 in excess of all required liability coverages in Sections 12.1 and 12.2.

12.4 Workers Compensation and Employers Liability Insurance. Workers Compensation and Employers Liability Insurance is required for all Contractor Employees. The workers compensation insurance shall comply with the requirements of the Texas Workers' Compensation Act. The minimum coverage for the employers liability insurance shall be as follows: \$1,000,000 each accident for bodily injury by accident; \$1,000,000 each employee for bodily injury by disease; \$2,000,000 policy limit for bodily injury by disease. The Contractor will provide an Alternate Employer Endorsement naming Authority as an alternate employer under the Workers Compensation and Employers Liability Insurance Policy. **If the Contractor is self-insured for Workers Compensation Insurance, a Certificate of Authority to Self-Insure issued by the Texas Certified Self-Insurer Guaranty Association must be provided to Authority.**

12.5 Notice of Cancellation or Change. No coverage under any Policy maintained by the Contractor pursuant to this Section 12 shall be canceled or changed unless a written notice to that effect is delivered to Authority at least 10 days prior to the effective date of such cancellation or change.

12.6 Certificates of Insurance. Before assigning any Contractor Employees to Authority, the Contractor must deliver to Authority (i) a certificate or certificates of insurance (with the endorsements required by this Section 12 attached) certifying that the insurance coverages described in this Section 12 are in effect, or (ii) copies of the Policies and required endorsements, if requested to do so by Authority. All certificates of insurance shall be addressed to the attention of Authority's Risk Manager and their content must be acceptable to Authority. If the coverage period shown on a certificate of insurance ends prior to the end of the term of this Agreement, the Contractor must deliver a new certificate of insurance to Authority prior to the end of the coverage period showing that the coverage has been extended.

12.7 Deductibles. 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. If either the deductible or self-insured retention exceeds \$50,000.00, Authority may require additional financial information from the Contractor and may elect not to approve such coverage in Authority's sole discretion.

12.8 Failure to Maintain Required Insurance. If the Contractor fails or refuses to maintain any of the insurance required herein, this shall constitute a material breach of this Agreement upon which Authority may terminate this Agreement or, in its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to Authority on demand, or, in Authority's sole discretion, offset against funds due to the Contractor under this Agreement.

Section 13. Indemnification by Contractor.

(a) Contractor shall defend, indemnify and hold harmless the Authority and its officers, directors, managers, employees, and Port Commissioners (collectively, the “Authority Parties”) from and against, and Contractor shall be responsible for, any and all Claims which may be brought or instituted or asserted against the Authority Parties based on or arising out of or relating to any of the following events (each being referred to herein as an “*Indemnified Event*”): (i) the failure on the part of Contractor to comply with the Applicable Laws relating to work done or to be done by any Contractor Employee pursuant to or in connection with this Agreement, or (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 out of, resulting from, or in any other way associated with, directly or indirectly, the work done or to be done by any Contractor Employee pursuant to or in connection with this Agreement.

(b) Notwithstanding anything to the contrary contained in Section 13(a), it is expressly provided and agreed by and between the Parties that Contractor shall not be obligated to indemnify and hold harmless the Authority Parties from and against the Authority Parties’ own negligence.

(c) Notwithstanding anything to the contrary contained in Section 13(a), Contractor shall be relieved of its obligation of indemnity (but not its obligation to defend) with respect to any 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 Authority Parties or paid for benefit of the Authority Parties in reduction of such Claim, or (2) the percentage of responsibility attributed to the Authority Parties with respect to causing or contributing to cause the Indemnified Event for which the Claim was made.

(d) Contractor’s indemnity obligations under this Section 13 are independent of, and shall not be limited by, each other or any insurance obligations in this Agreement (whether or not complied with). In Claims against any Authority Party by, for or on behalf of a Contractor Employee, the Contractor’s indemnification obligations under this Section 13 shall not be limited by a limitation on the amount or type of damages, compensation or benefits owed by Contractor to any employee of Contractor under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts.

(e) The obligations of the Contractor under this Section 13 shall survive the expiration or any earlier termination of the term of this Agreement.

Section 14. Notices.

All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by any Party to any other Party pursuant to this Agreement shall be in writing and shall be mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery (including delivery by courier), or via facsimile, or by electronic mail with a follow-up copy of such electronic mail sent via facsimile within twenty-four (24) hours thereafter, addressed as follows:

- (i) If to the Authority:

Chief of Port Police
Port of Corpus Christi Authority
P.O. Box 1541
Corpus Christi 78403
Fax No. 361-885-0517
Email: Tom@pocca.com

- (ii) If to Contractor:

Mr. Robert D. Lott
Sec-Ops, Inc.
5729 Leopard Street, Bldg8
Corpus Christi, Texas, 78408
Phone No: 361-299-6767
FAX No: 361-299-6769
Email: robert@secopsinc.com

Each Party may designate by notice in writing a new mailing address, fax number, or email address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request, or communication which shall be mailed, delivered or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, the affidavit of messenger or (with respect to a facsimile) the confirmation being deemed conclusive (but not exclusive) evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation, or in the case of electronic mail, the confirmation of the follow-up facsimile being deemed conclusive (but not exclusive) evidence of such delivery.

Section 15. General.

15.1 GOVERNING LAW. THIS AGREEMENT AND THE PARTIES' RELATIONS WITH ONE ANOTHER ARE 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 OR THE PARTIES' RELATIONS WITH ONE ANOTHER TO THE LAW OF ANOTHER JURISDICTION. ALL OBLIGATIONS OF THE PARTIES CREATED UNDER THIS AGREEMENT ARE PERFORMABLE IN NUECES COUNTY, TEXAS.

15.2 Binding Effect. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

15.3 Severability. If any part of any provision contained in this Agreement shall for any reason be held to be invalid or unenforceable under applicable law, that part shall be ineffective

to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provision or the remaining provisions of this Agreement.

15.4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and it supersedes all prior agreements, understandings, and arrangements, whether oral, written, or inferred, between the Parties relating to the subject matter hereof.

15.5 Amendment. This Agreement may not be modified, amended, rescinded, altered, or supplemented, in whole or in part, except upon the execution and delivery of a written instrument executed by a duly authorized representative of each of the Parties.

15.6 Assignability. Neither this Agreement nor any rights hereunder shall be assignable by either Party without the express written consent of the other Party.

15.7 Captions and Headings. The captions and headings used in this Agreement are included for convenience of reference only and shall be ignored in the construction or interpretation of this Agreement.

15.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.9 Waiver. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

15.10 Construction. Unless the context requires otherwise: (i) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, and neuter; (ii) references to Sections refer to Sections of this Agreement; and (iii) references to money refer to legal currency of the United States of America.

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

SEC-OPS INC.

By: _____
Robert D. Lott
President/CEO

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____
John P. LaRue,
Executive Director

Approved as to legal form by Welder Leshin LLP,
counsel for the Authority

By: _____
Leo J. Welder Jr.
Partner

DATE: September 15, 2015**FROM:** John LaRue; 885-6189; john@pocca.com**AGENDA ITEM NO. 14****Approve Renewal of PCCA's General and Marine Liability Insurance and Related Liability and Hull Insurance**

Currently, the PCCA purchases a variety of insurance policies to protect the PCCA against liability exposures. Such liability policies include the following coverage; General/ Marine Liability, Hull Insurance, Excess Protection and Indemnity (Excess P&I), Law Enforcement Liability, Public Officials Liability, Auto Liability/Physical Damage and Foreign Liability. Since the PCCA is named as an Additional Insured on the policy of the company who performs aerial fly-overs, there is no need to renew the Non-Owned Aircraft coverage.

Carlisle Insurance has coordinated the placement and/or renewal of all the above policies, which will expire on October 1, 2015. With the exception of the Excess P&I insurance and the Foreign Liability insurance, the remaining policies are provided through the Texas Municipal League Intergovernmental Risk Pool (TML-IRP). The Excess P&I insurance and Foreign Liability will be provided through Lloyds of London and ACE respectively.

A comparison of the current year's premiums and the 2015-2016 premiums is as follows;

	<u>2014-2015 Premium</u>	<u>2015-2016 Premium</u>
Liability & Related	\$194,902	\$192,453
Excess P&I	\$65,569	\$65,569
Foreign Liability	\$2,626	\$2,500
Policy Additions/Deletions	\$13,207	\$0
TOTAL Premium	\$276,304	\$260,522

The total premium for the upcoming 2015-2016 year is \$15,782 less than the current year's premium, which equates to a 6% decrease. Staff recommends renewing the Liability Policies for a premium of \$194,902, the Excess P&I coverage for \$65,569, and purchasing the Foreign Liability coverage for \$2,500.

LEAD CONTACT: Donna James-Spruce, 885-6695; Donna@pocca.com

AGENDA ITEM NO. 14**PREMIUM COMPARISON SUMMARY**

	2014-2015	2015-2016	SAVINGS
GENERAL LIABILITY/ MARINE LIABILITY	\$86,672	\$81,957	\$4,715
LAW ENFORCEMENT LIABILITY	\$15,909	\$13,910	\$1,999
ERRORS & OMISSIONS LIABILITY	\$33,176	\$27,714	\$5,462
AUTOMOBILE LIABILITY	\$19,539	\$18,003	\$1,536
AUTOMOBILE MEDICAL PAYMENTS	Included	Included	-
AUTOMOBILE PHYSICAL DAMAGE	\$21,595	\$24,809	(\$3,214)
HULL	\$14,683	\$14,732	(\$49)
MOBILE EQUIPMENT	\$6,768	\$7,180	(\$412)
CRIME	\$4,479	\$4,148	\$331
EXCESS P&I (FIRE BARGE ONLY)	\$65,569	\$65,569	\$0
NON-OWNED AIRCRAFT LIABILITY	\$5,288	Non-Renewed	\$5,288
FOREIGN LIABILITY PACKAGE	\$2,626	\$2,500	\$126
**TOTAL ANNUAL CONTRIBUTION	\$276,304	\$260,522	\$15,782

**2014-2015 Includes Policy Endorsements=\$13,207

Automobile Liability: 18 vehicles added

Automobile Physical Damage: 18 vehicles added

Mobile Equipment: 15 pieces of equipment added

DATE: September 15, 2015

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 15

EXECUTIVE DIRECTOR'S REPORT

SAFETY



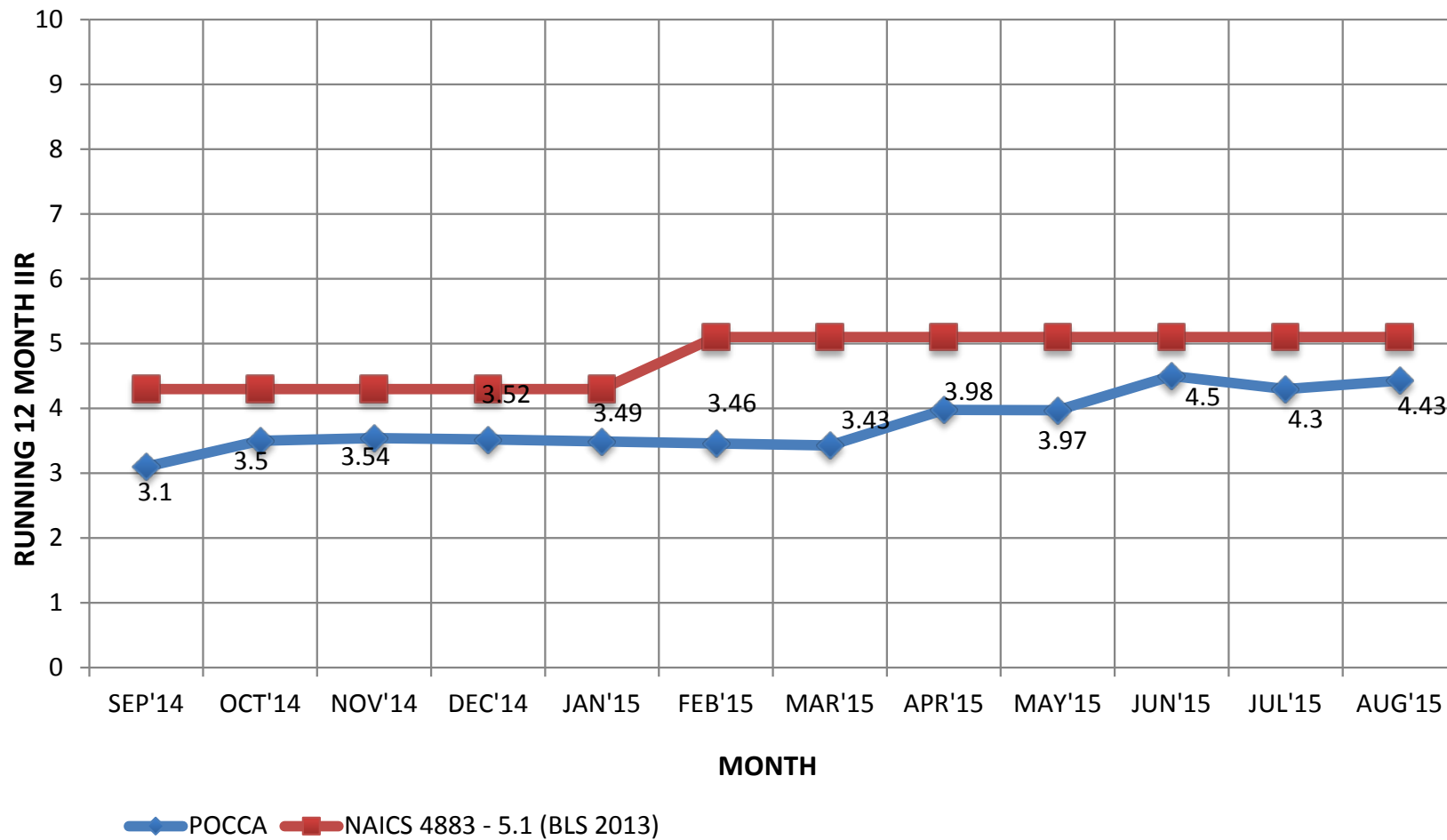
Port of Corpus Christi Authority

Monthly Safety Data Report

September 2015

Safety	POCCA Employees Total		BMD Personnel		Maintenance Personnel		PD Personnel		Admin. & Annex Personnel	
	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Number of Employees	196		23		41		52		80	
Hours Worked	29,425	674,060	3,937	37,416	5,719	58,422	8,180	74,029	11,591	109,125
First Aid Cases	4	20	1	6	2	9	0	3	1	2
Recordable Injuries	1	5	0	1	0	1	1	4	0	0
Recordable Illnesses	0	0	0	0	0	0	0	0	0	0
Lost Time Cases	0	1	0	0	0	0	0	1	0	0
Number of Days Lost	0	0	0	0	0	0	0	0	0	0
Restricted Cases	0	0	0	0	0	0	0	0	0	0
Number of Days Restricted	0	0	0	0	0	0	0	0	0	0
TOTAL RECORDABLES	1	6	0	1	0	1	1	4	0	0
INCIDENT RATE (FIR)		4.38		5.35		3.74		10.81		0.00
Types of Injuries										
Slips/Trips/Falls	3	11	0	1	1	3	1	6	1	2
Struck By	0	0	0	2	0	1	0	0	0	0
Strains/Sprains	0	4	0	1	0	1	0	1	0	0
Cuts/Lacerations/Punctures	1	4	1	2	0	2	0	0	0	0
Back Injuries	0	0	0	0	0	0	0	0	0	0
Heat Stress	1	2	0	0	1	2	0	0	0	0
Insect Bites	0	0	0	0	0	0	0	1	0	0
Other	0	1	0	0	0	0	0	1	0	0
TOTAL	3	25	1	6	2	9	1	6	1	2
Days Since Last Lost Time Case										
3	Hours Since Last Lost Time Case		Days Since Last Recordable Injury/Illness		Hours Since Last Recordable Injury/Illness					
	30		6		48					
Date of Last Lost Time Case										
Thursday, August 27, 2015	Date of Last Recordable		12 Month Rolling Average							
	Wednesday, August 26, 2015		October 2014 - September 2015:				350,954 Hours Worked			
			Total Recordable Incident Rate (FIR)				4.41			

12 MONTH AVG Total Recordable Incident Rate (TRIR)





A word from the Port's new COO—Sean Strawbridge

What Exactly Defines A “Work-Related Injury or Illness”?

Injury or illness (OSHA): An injury or illness is an abnormal condition or disorder. Injuries include but are not limited to, a cut, fracture, sprain, or amputation. Illness includes both acute and chronic illnesses, such as, but not limited to, a skin disease, respiratory disorder, or poisoning.

Work Related (OSHA): An injury or illness is considered work-related if an event or exposure in the work environment caused or contributed to the condition or significantly aggravated a preexisting condition. The *work environment* is anywhere employees are present as a condition of their employment.

Why is this important?

- To make sure you get the correct medical treatment right away.
- To make sure you receive appropriate workers compensation for your injury or illness without delay.
- To make sure the cause of the injury can be investigated and corrected to prevent the same thing from happening to someone else.
- Because Port policy requires it.

The Port will be actively enforcing a zero tolerance policy for non-reporting of work-related injuries or illnesses. If you have any questions, please contact me or the Safety Manager for more information.

Sean Strawbridge

Safety Suggestions

- Engineering to contract work to add stairs and hand rail to Water Street access behind Admin building.
Status: In process
- Add permanent grounding wire fueling station at Maintenance.
Status: In process
- Dielectric testing needed for mobile electrical equipment
Status: Bucket truck failed test but is in process of having necessary updates and repairs completed.
- H2S personal and area monitors.
Status: Researching
- Clean cracks (in cement and pavement) of grass and dirt and seal to prevent having to weed-eat area.
Status: Need more information
- Spots of asphalt in parking lot needing repairs.
Status: Completed
- Add GFCI to outlets for hot water heaters near water sources.
Status: Completed
- Water fountain in Annex overflows.
Status: In progress
- Require all construction contractors awarded a contract to submit a safety plan prior to starting work.
Status: Under review
- Invite Safety Manager to pre-construction meetings to present contractor safety requirements.
Status: Under review

COMMUNITY RELATIONS

Internal Meetings:

- Strategic planning meeting with Jarl Pedersen & Patricia Cardenas
- 2016 90th B-Day Events- Planning
- Management Review of EMS
- ISO External Audit- Internal Audit Procedure
- ISO External Audit- External Communications
- Meeting with Jarl Pedersen

External Meetings:

- City of Corpus Christi Council- Meeting
- Ingleside by the Bay City Council- Meeting
- Nueces County Commissioners Court- Meeting
- Small Business Development Center: The Big Event (Port sponsorship)
- Mayor's Interagency Breakfast- Ortiz Center (Port sponsorship)
- Corpus Christi Hispanic Chamber of Commerce Executive Board Meeting
- Matt Stevens-Ready Or Not Foundation
- CCREDC Monthly Breakfast
- Westside Business Association, Dr. Gilda Ramirez, Debra Garza, Laura Estrada and Tomas Sanchez
- Beautify Corpus Christi Cleanup at Dilworth Park
- Special Board Meeting, Corpus Christi Hispanic Chamber of Commerce
- Supply Our Student's United Way Live Remote- Ortiz Center (Port sponsorship)
- Port Veracruz & Veracruz Economic Development Corporation Meetings: Veracruz, Mexico with Veracruz Economic Development Corporation and Port Veracruz
- Aransas Pass City Manager, Sylvia Carrillo and Eddie Martinez, PCC
- State of the Port featuring Judy Hawley, Chairwoman, PCC
- Board of Directors Meeting-Boys and Girls Club: Liz Cantu
- ABC Contractor's Monthly Luncheon featuring Judy Hawley, Featured Speaker, Chairwoman, PCC
- CCMC Board of Trustees Physician Credentials Meeting
- Board of Director's Meeting, Westside Business Association
- City of Corpus Christi, the Corpus Christi Chamber of Commerce and the American Institute of Architects (AIA) "Healthy Communities' Luncheon" featuring Dr. Richard Jackson, (Port sponsorship)
- Women's Community Luncheon with Lillian Riojas, Valero and others including Judge Sandra Watts, Judge Missy Medary and Judge Deanne Galvan
- Reception for Art Klein, VP & General Manager, CITGO

- Port employee first day of school visits to Menger Elementary and George Evans Elementary Schools. 1,000 pencil holders were provided to the students from both schools.
- American Heart Association Heart Walk Meeting
- Elvia Aguilar, CVB
- John Garcia, Greater Hospitality Association
- Buenos Diaz Corpus Christi featuring Congressman Blake Farenthold
- Dr. Laura Murillo, Houston Hispanic Chamber, Eddie Garcia, Chairman, Corpus Christi Hispanic Chamber of Commerce (CCHCC), Justice Greg Perkes, Rachel Canales, Board Members, CCHCC
- Kathy Reaves, CITGO
- Patsy Contes-Vasquez, American G.I. Forum
- Paul Tisdale, Holy Cross Church
- Gabe Guerra, Corpus Christi Chamber of Commerce
- Christina Kininmonth, Staff Assistant, Oveal Williams Senior Citizen's Center
- Natalie Villarreal, Del Mar College, Alumni Association
- Carmen Arias, Radiology Associates, October Cancer Awareness Month
- Terry Mills and Tonya Simpson, Legacy of Chief Simpson event
- PICC Public Affairs- Meeting
- Board of Directors- Texas Workforce Solutions

Mastermind Committee with POCCA at Menger Elementary & George Evans Elementary



COMMUNICATIONS

August Staff & Employee Events:

- Community State of the Port
- 2016 Marketing Plan and Creative
- Strategic Planning Meeting
- Visit to Valero
- Visit to NuStar
- START Meeting in San Antonio
- Various meeting with CCO
- Wellness Training, and Monthly committee meeting & luncheon
- Various PMOP Positive Engagement Campaign meetings
- Oil & Gas Expo in Colombia
- UP Shorline Conference
- Preparations for Annual visit to UP
- EMS – ISO 14001 Certification meetings
- Vision Conference in Brownsville, TX
- Port Commission Mtg.
- CVB monthly meeting
- VCS Board Meeting
- Planning of employee State of the Port
- Planning of Annual Golf Tournament

Multimedia Coverage for August:

- NEW MEDIA MARKETING MANAGEMENT
 - PortOfCorpusChristi.com
 - Our Broadcasts/SEACASTS news feed stories are original content; written to inspire organic growth with search engines.
 - [voestalpine Texas bustling towards 2015 completion](#)
 - [2015 State of the Port](#)
 - [Farenthold Addresses Texas Transportation](#)
 - Website Analytics (August 1 – 31, 2015)
 - 12,963 Sessions
 - 27,333 Page Views
 - 7,184 Unique Users
 - User Profiles

Country	Sessions	% Sessions
1. United States	11,847	91.39%
2. Mexico	133	1.03%
3. China	102	0.79%
4. India	93	0.72%
5. United Kingdom	85	0.66%
6. Brazil	81	0.62%

- Top Traffic Sources

Source	Sessions	%New Sessions
1. Organic Search	6,710	52.49%
2. Direct	4,643	34.78%
3. Referral	1,334	57.50%
4. Social	215	70.70%
- Social Media – (August 1 – 31, 2015)
 - Facebook
 - 2,949 Likes
 - 498 New Likes
 - 94,395 Total Reach
 - 12,856 Organic
 - 81,539 Paid
 - Twitter
 - 930 Followers
 - 57 New Followers
 - 8,319 Impressions (Organic)
 - 53 Mentions
- Photo/Video/Documentary
 - Assist visiting fire/safety journalist to Port PD
 - Ship Channel sunrise footage w/Port PD boat crew
 - August Commission meeting/Officers recognized
 - 2015 State of the Port
 - Inner Harbor/Interstate Grain/Bulk Terminal photos
 - KCS Rail photos
- MEDIA, MARKETER, COMMUNITY AND PUBLIC RELATIONS
 - Coordinate August Our Port newsletter
 - Media Advisories/Press Releases
 - [CC Air Quality Update 8-2015](#)
 - [Welcome Back to School 2015](#)
 - Media Mentions/Web Stories(August 1 – 31, 2015)
 - 16 (See attached PortCCNews8_2015)

Marketing – MDR:

AUGUST started off quickly as the MDR Advertising team worked to assist the Port Communications Department in designing and developing the STATE OF THE PORT presentation on August 19th. Using a mix of media such as Prezi, graphic design, animation and video captured with Go Pros and drones, paired with the direction from port staff and Commission Chair Judy Hawley, the presentation was a success. MDR remains on target with the *People Move Our Port* (PMOP) campaign. One of the goals of the campaign was to increase the Port's Facebook following. To date, it has grown from 210 to 2,951 likes. In September, Patricia Cardenas and Stephen Rybak, partner at Morehead Dotts Rybak, will present the PMOP campaign to the AAPA conference attendees in Vancouver, Canada.

August 2015/ Media Editorial/ Focus Ad Content:

- *AAPA Seaports/ Fall Qtrly /The Port of the Lone Star State.*
- *Dry Cargo International /Iron Ore Trade/ The Port of the Lone Star State.*
- *Global Trade Magazine/ Niche Ports/ The Port of the Lone Star State.*
- *aapa-ports.org /Rotating Banner /The Port of the Lone Star State.*
- *ajot.com/ Rotating Banner/ Ready for the big and long haul.*
- *expansionsolutionsmagazine.com /Homepage Banner /South Texas: Join the Boom.*
- *T21.com.mx/ Run of Site/ Mejoramos su cadena logística.*

September 2015 /Media Editorial/ Focus Ad Content:

- *Breakbulk Magazine /Breakbulk Americas /Take a load off.*
- *Corpus Christi Caller-Times/ Port's Birthday /People Move Our Port.*
- *Expansion Solutions Magazine/ Foreign Trade Zones/ Bigger. Better. Booming.*
- *Heavy Lift Magazine/ Country Focus:/ USA Need a lift?*
- *International Transport Journal /Ports/Railway/ Bigger. Better. Booming.*
- *Journal of Commerce/ Texas Ports Directory/ Bigger. Better. Booming.*
- *Maritime Executive Breakbulk//Project Cargo/ Need a lift?*
- *Seatrade Magazine /Panama Maritime Review/ The Port of the Lone Star State.*
- *Shale Magazine/ Various/ Bigger. Better. Booming.*
- *aapa-ports.org /Rotating Banner /The Port of the Lone Star State.*
- *ajot.com /Rotating Banner /Ready for the big and long haul.*
- *breakbulk.com /Run of Site /Take a load off.*
- *expansionsolutionsmagazine.com /Homepage Banner /South Texas: Join the Boom.*

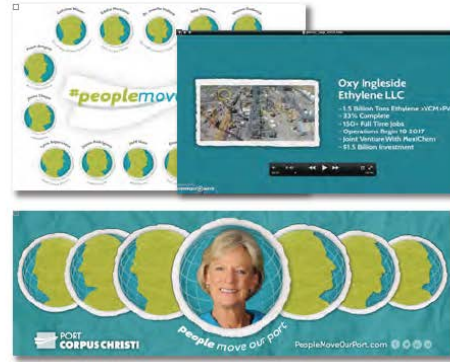
Current Marketing Developments:

- START Initiative
- 2015 Media
- Various Media and Community Ads
- Account Advising
- People Move Our Port Campaign
- Liner Service Ads
- Breakbulk Conference Booth
- State of the Port
- Expansion Solutions Magazine Editorial
- AAPA PMOP Presentation

PMOP Ad Samples



State of the Port



Facebook Ads Report-PMOP

CLIENT: Port Corpus Christi
CAMPAIGN: PMOP
PAGE LIKES: 19% increase over past month
CURRENT LIKES: 2,951



Final Ad Snapshot – Jennifer Pollack – TAMUCC

Port Corpus Christi
Sponsored · US

Watch & learn about our Port's connection with an award-winning conservation program.

6,518 Views
Like · Comment · Share · 51 · 3 · 14

Final Stats From August 10-23

Total Reach: 10,459
Total Likes: 51
Total Shares: 14
Unique Video Views: 6,194
Total Video Views: 6,518
Total Comments: 3
Overall Website Visits: 1,320

Final Ad Snapshot – Gilbert Acevedo – Port Maintenance Dept.

Port Corpus Christi
Sponsored · US

Investing in the growth of people like Gilbert ensures a bright future for our community.

#peoplemoveourport

The Port of Opportunity

PEOPLEMOVEOURPORT.COM [Learn More](#)

Like · Comment · Share · 41 · 6 · 2

Final Stats From August 10-23

Total Reach: 9,041
Total Likes: 41
Total Shares: 2
Unique Clicks to Website: 123
Total Comments: 6
Overall Website Visits: 1,320



PORTCORPUSCHRISTI

Event Tracker Report: August 2015

Commission	Sponsorship	Travel	International	Commissioner	Senior Staff	Staff	
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Start Date	Event/ organization	Time	Location	Representatives	Event Type	Purpose	End date
August 1, 2015							
August 2, 2015							
August 3, 2015							
August 4, 2015	Geothermal			Exec. Staff	Meeting	Port	
August 5, 2015	Marketing Strategies			Commercial Staff	Meeting	PR	
August 5, 2015	Big Event DMC				Community Sponsorship	PR	
August 5, 2015	90th Birthday of Port Planning						
August 6, 2015	Wellness Luncheon			All Employees	Special Event	Wellness	
August 6, 2015	Mayor's Interagency Breakfast			Senior Staff	Meeting	Port	
August 7, 2015	Rise School Golf				Community Sponsorship	PR	
August 8, 2015							
August 9, 2015							
August 10, 2015	Visit to Valero			Sr. Staff, Commissioners	Tours/ Presentations	BD	

AGENDA ITEM NO. 15

August 11, 2015	Harbor Island Discussion			Exec. Staff & Eng.	Meeting	Port	
August 12, 2015	Visit to NuStar			Hawley, Exec. Staff, Cardenas, Krams	Tours	BD	
August 13, 2015	Service Award Presentations			All Employees	Special Event	PR	
August 14, 2015							
August 15, 2015							
August 16, 2015							
August 17, 2015	Permico Energia			Commercial	Meeting	BD	
August 17, 2015	Audit Committee			Commissioners, Sr. Staff, Finance	Meeting	Port	
August 18, 2015	commission meeting			All Employees/ Community	Meeting	Port	
August 18, 2015	GLO & Comm. Busg Visit Planning			Hawley, LaRue, Pedersen, Strawbridge, Olivo, Krams, Carangelo	Meeting	Port	
August 19, 2015	State of the Port				Special Event	Port/ PR	
August 20, 2015							
August 21, 2015	START Meeting			Exec. Dir, Commercial	Meeting	BD	
August 22, 2015	voestalpine Farewell			Senior Staff	Special Event	PR	
August 22, 2015	Colombia Oil & Gas Summitt		Bogota, Colombia		Conference/ Summitt	Port, BD	#####
August 23, 2015							
August 24, 2015							
August 25, 2015	BNSF Meeting						

August 26, 2015	Visit from Taiwan Delegation						
August 26, 2015	UP Short Line Railroad & Port Conference		Omaha, Nebraska	Commissions, Exec & Sr. Staff, Eng./Rail Staff	Tours/ Presentations	PR, BD	#####
August 27, 2015	Healthy Communities Luncheon				Community Sponsorship	PR, BD	
August 27, 2015	Desal Site Meeting				Meeting	Port	
August 28, 2015	Impact of Mex. Energy Reform for Texas			Commercial	Meeting	BD	
August 29, 2015	Charlie's Place: A Night in Vegas				Community Sponsorship	PR	
August 30, 2015							
August 31, 2015							

GOVERNMENT AFFAIRS

LOCAL

- Attended Mayor's Interagency Breakfast, PICC Public Affairs committee meeting, Designing Healthy Communities luncheon, League of Women Voters dinner honoring Chairman Hawley.
- Worked with Community Relations to invite Mayors from surrounding cities and other elected officials to the State of the Port.

STATE

- Attended Gulf Intracoastal Canal Association conference. Program included WRRDA and USACE District update from Col. Pannell, congressional update from U.S. Senator David Vitter (Env and Public Works Committee) and Congressman Charles Boustany (Ways and Means Committee).
- Held various conferences with consultants and Texas ports regarding \$20 million rider for capital improvement projects included in state budget. Working with TXDOT to submit project for consideration.

FEDERAL

- Held port briefing for Congressman Filemon Vela and guest Senator Joe Manchin who serves on Energy and Natural Resources, Armed Services and Veteran Affairs Committees.
- Attended roundtable discussion with Congressman Blake Farenthold.
- Working with port staff and consultants regarding pending issues with Corps and our Channel Improvement Project.
- Working with congressional offices and consultants to monitor FY 2016 Appropriation bills, surface transportation bill that includes national freight program, Harbor Maintenance Trust Fund reform, DERA program, US Coast Guard, Port Security Grant program funding, etc.
- The House and Senate adjourned for August recess and will return after Labor Day for fall congressional session.



MEMORANDUM

To: Nelda Olivo
From: Hugo Berlanga
Re: August Activity Report
Date: September 9, 2015

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:

Under the new state law, Senate Bill 900 authored by Sen. Larry Taylor (R-Friendswood), the Texas Windstorm Insurance Association (TWIA) requires changes to the board of directors. The deadline for applicants has been pushed back from August 15th to September 1st.

Early in August, the coastal delegation expressed disappointment with the TWIA board who, on a 5-4 vote, proposed a 5% rate increase. Sen. Taylor said homeowners have endured rate increases for 9 of the past 10 years, 2 of which included a double digit increase since 2008.

The city of Austin is suing the state of Texas. The lawsuit claims the state administers an unfair property appraisal system that creates “an imbalance in the tax burdens between residential and commercial property owners.” It’s argued that the appraised values of commercial and vacant land do not match the market prices, therefore shifting the tax burden onto homeowners. In Texas the disclosure of sales prices of real estate transactions for appraisal purposes are not required, thus making it difficult to assess the market value of properties. Critics of the lawsuit claim the appraisal districts already have more than enough information and appraisal districts are not equipped to handle the complicated data that separates sales prices from property values. Currently, the property tax rates for residential property in Texas are among the highest in the nation and are the only source of tax revenue to fund school districts.

In re-election news, Rep. Myra Crownover (R-Denton) announced she will not be seeking another term.

- Attended a small family birthday reception for Rep. Todd Hunter;

AGENDA ITEM NO. 15

- Sponsored Skeet Shoot for Rep. Abel Herrero;
- BBC will continue to work with Port staff to coordinate all legislative lobbying efforts;
- 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.

**Memorandum for Nelda Olivo
Director of Government Affairs, Port of Corpus Christi Authority**

From: Brian Yarbrough and Janiece Crenwelge
Date: August 31, 2015
Re: Activities on behalf of Port Corpus Christi during August 2015

August 3: Review of correspondence from Nelda Olivo regarding staff at San Patricio Economic Development Corporation.

August 4: Teleconference with Rep. Abel Herrero regarding Port issues and current event activities in House District 34.

August 7: Review of correspondence from Nelda Olivo and Tom Mylett regarding legislation affecting open carry laws and communications with the Texas Office of the Attorney General; corresponding research on regulations at the Texas Alcoholic Beverage Commission. Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

August 11: Attendance and monitoring of House Transportation Committee hearing on unified transportation planning. Consultations with House committee staff regarding hearing. Consultation with Jonathon Sierra-Ortega (Senator Robert Nichols) clerk of the Senate Transportation Committee regarding Port issues. Update with Diedre Delisi regarding Harbor Bridge pending litigation status. Review of Port newsletter updates from Patricia Cardenas regarding Corpus Christi Air Quality Updates.

August 12: Conference with Chuy Gonzalez, Governor Abbott Transportation policy advisor regarding San Patricio County Rural Rail District eminent domain legislation (HB 1422) and Port issues. Preliminary planning to arrange port facilities tour by Mr. Gonzalez and Steven Albright, Governor Abbott chief transportation policy advisor. Review and transmittal of Notice of Comment under the Texas Coastal Management Program from the General Land Office to Nelda Olivo and John LaRue.

August 13: Research HB 910 (Rep. Larry Phillips) relating to the handgun law passed in the 84th session and applicability to carry regulations at the Ortiz Center. Research on corresponding rules changes of the Texas Alcoholic Beverage Commission as they relate to the Ortiz Center to determine if permitting or signage requirements have altered. Correspondence with Nelda Olivo and Tom Mylett regarding the same.

August 14: Review of correspondence from Tom Mylett relating to United States Coast Guard response to letter request for opinion on secured areas and federal security plans. Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

August 17: Consultation with Sara Hanes, Chief of Staff to Rep. Larry Phillips, regarding HB 910 and provisions relating to control of handguns in restricted areas.

August 20: Review of correspondence from Tom Mylett relating to Port Facility Security Plan, Maritime Transportation Security Act, United States Coast Guard, Attorney General Opinions JC-0325 and GA-0972 regarding the applicability of federal regulations to state law affecting the ability to carry handguns on Port property.

August 21: Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

August 24: Research and review of legislation passed during the 84th legislative session relating to state regulation of handguns including HB 910 by Rep. Larry Phillips, SB 226 by Sen. Donna Campbell, and HB 226 by Rep. Ryan Guillen. Correspondence with Nelda Olivo and Tom Mylett regarding same.

August 26: Conferences with offices of Representatives Bill Zedler (Special Purpose Districts) and Senator Jose Rodriguez (Agriculture, Water, and Rural Affairs) regarding Port issues.

August 27: Teleconference with Nelda Olivo regarding Port federal security plan. Call to Dane Bruun regarding concealed handgun legislation affecting Port security measures.

August 28: Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

August 1-31: Conferences with Sen. Hinojosa, Reps. Hunter, Lozano and Herrero, and staffs, regarding port issues. Review of and legal research on legislation enacted by the 84th Texas Legislature of interest to Port of Corpus Christi activities and operations. Weekly transmission of relevant rulemakings and public notices to John LaRue and Nelda Olivo.

BORSKI ASSOCIATES, LLC

4463 East Thompson Street
Philadelphia, PA 19137
(215) 327-5600 (Cell)

805 15th Street, N.W.
Suite 1101
Washington, DC 20005
(202) 459-0804 (Office)

MEMO

To: Port of Corpus Christi
From: Borski Associates
Date: September 2, 2015
Re: Monthly Report

Recess and Fall Outlook

Congress will return on September 8th to begin negotiations over a short term continuing resolution to keep government programs operating until negotiations with the White House over the FY16 budget can be conducted and concluded. We expect these negotiations to begin in earnest after September, as the debt ceiling limit approaches in early December. This will provide a deadline for Congress to act, and give congressional leaders the momentum to pass a global agreement that will govern not only the FY16 budget, but also relieve future budget cuts enacted by Congress in 2011.

Highway Extension

Before leaving for August recess, Majority Leader Mitch McConnell negotiated a six year reauthorization of surface transportation programs with Senator Barbara Boxer, the Ranking Member on the Environment and Public Works Committee. However, the bill provided funding for only three of those six years. Despite some concerns over the process and the funding for the bill, the Senate passed it by a vote of 65-34.

The House - unwilling to simply vote on the Senate's bill without changes - passed a three month funding extension, which the Senate promptly passed. Congress will again find itself confronting this situation on October 29th, when this funding expires. We have learned that the House is currently working on a long-term alternative to the Senate bill. The success of this effort will depend on finding a sustainable revenue source for funding highway and transit programs.

FY17 Budget Planning

We held a conference call with John LaRue about his upcoming visit to Washington DC to advocate for inclusion in the President's FY17 budget and issues regarding the Army Corp's budgeting process.



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Firm Client: Port of Corpus Christi Authority, Texas

Primary Client Team: Barry Rhoads, Steven McKnight, Andrew Forbes, and Kaleb Froehlich

Services Period: August 1-31, 2015

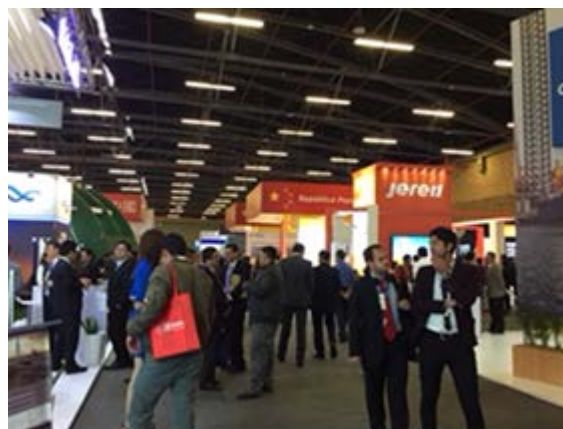
Summary of Services on behalf of Port of Corpus Christi Authority, Texas:

- Substantive consulting on federal government issues on behalf of PCCA
 - ▶ Assisted in editing of document for Office of Management and Budget official's visit to region and review of area Corps projects
 - ▶ Consulted on civil rights requirements for Federal Highway Administration projects and contacted federal official re same
 - ▶ Contacted Office of Management and Budget official re September visit by Port Commission and Port Authority leadership
- Legislative Liaison and Monitoring
 - ▶ Discussed strategy for Congressional support for:
 - PCCA's application for Department of Transportation TIGER Grant
 - Inclusion of Channel Improvement Project in FY17 Presidential budget
 - ▶ Provided background information on Senator visiting Port
 - ▶ Contacted Congressional offices re September visit by Port Commission and Port Authority leadership
 - ▶ Discussed changes in Congressional delegation staff with Port officials
- Client Contact and Team Coordination
 - ▶ Engaged in regular telephone and e-mail contact on PCCA matters with Executive Director John LaRue, Government Relations Manager Nelda Olivo, and Director of Engineering Services David Krams
 - ▶ Participated in conference call with Port leadership and other Port consultants
 - ▶ Reviewed news media coverage of new developments at Port and other PCCA activities and discussed same with PCCA representatives

BUSINESS DEVELOPMENT

- Visited with a major OEM/Logistics provider regarding potential road transportation routes and anticipated Wind Turbine project volumes for 2016. PCC is in a good position to benefit from a large percentage of such wind turbine components. Presently, we continue receiving an average of seven wind turbine cargo vessel per month through our two general cargo docks.
- Received the visit from Colombian entity who purchased the refrigerated warehouse. It has taken them some days to resolve the unexpected delay with the dismantling operation. However, by early September the dismantling work will resume and anticipate to have the components packed and ready for shipment to Colombia in early October.
- The American Chamber of Commerce in South China visited San Antonio. Through the Free Trade Alliance we were invited to meet with delegates/investors. We presented our strategic Port and billion dollars investments. Most of the visitors had no idea on the potential which this port can offer for their future business.
- The ocean shipping company executives, interested in pursuing a Regular shipping schedule from PCC into Colombian-Atlantic ports, met with us and toured the port facilities. They may send the first vessel to coincide with the first shipment of refrigerated warehouse components. Once confirmed, we will seek out those exporters who have shown interest in pursuing their business through this port.
- A few months back, we were approached by a heavy machinery manufacturer interested in discharging, from ship to rail, components for a Northern Mexico destination. We've re-initiated dialogue with this client-prospect and may expect the first shipment within the next three months.
- Continue to receive steel pipe for the oil and gas industries averaging four thousand tons per shipment from Asia and two vessels per month.
- Visited the client-importer of bulk salt within their new plant facility in San Antonio. The plant has gone through various tests and should be in full operation within the next few weeks. Thus, a quarterly shipment of around 30 thousand tons is anticipated through our general cargo docks from fourth quarter of this year.
- The Port is on the Board of The TCTA (Texas Cuba Trade Alliance) and held a phone conference to discuss the latest USA-Cuba "warming" relations. There are quite a few expectations on re-engaging with exports of goods to said country. Thus, TCTA Board members will meet in San Antonio, sometime in late September, with the new Cuban Ambassador to the USA.

- Continue to closely work with our large industrial customers on their projects and help in receiving their heavy plant and machinery cargo for the construction of their facilities. An average of three vessels per month will continue to arrive with components within the next few months.
- Maintenance work for Port Tariff 100-A & Bulk Terminal Tariff 1-A continues in conjunction with support for accurate billing of general industrial and wind cargoes received.
- Participated in meeting with delegation of business executives from Taiwan seeking details on PCC and possible investment opportunities within the petrochemical industry.
- The Rincon Industrial Park and the Bulk Terminal had visits from a couple of investors seeking to lease portions of the area for future barite and frac sand operations. Within their plans is to construct warehouses and install plant-machinery to grind/prepare the finish product.
- We participated (Port booth) and gave a presentation at the 2015 Colombian Oil&Gas Congress. The display area had 115 booths installed, of which 29 were companies from China. Four energy companies from the USA in attendance; and we were the only foreign Port within the event. The rest of the participants were from Argentina, Brazil, and Peru, all the Colombian ports as well as all major Colombian oil and gas operatives. During the three day event, over three hundred persons visited our booth seeking information on our strategic area of operations. In conjunction, we had one on one meetings with executives from Ecopetrol (the “PEMEX” for Colombia) and ten other companies who are interested in pursuing future commerce operations through PCC and ranging from 10 thousand to 250 thousand tons of cargo/products. In addition, **Notimex** (Mexico’s Reuters) has distributed PCC’s strategic highlights throughout Latin America and Mexico. “To be THE energy port of the Americas”



FOREIGN TRADE ZONE

- A meeting with zone operators and local Customs and Border Protection (CBP) officers is scheduled for Thursday, September 24. CBP will provide updates on FTZ intra-plant movements and floating storage procedures, in addition to addressing compliance reviews, and pending initiatives.
- CBP has approved activation of M&G's site; they are now able to receive cargo in FTZ status at their site. Additionally, the Port received notification from the FTZ Board that M&G's production authority for manufacturing at their site has been approved.
- FTZ Manager continues working with voestalpine on their activation package for CBP approval of their site.
- The Port is currently working with a pipe company interested in FTZ designation.
- The Port hosted a meeting with a Chinese delegation visiting the Corpus Christi area on Wednesday, August 26. Port staff provided a presentation and Corpus Christi Economic Development staff were also in attendance to provide additional information on the area. The Chinese delegation is exploring petrochemical chemical plant opportunities in the Corpus Christi area.

ORTIZ CENTER

We were pleased to present our 2nd Annual Ortiz Center Grand Tasting on the 26th. This wonderful event showcases our beautiful facility and delicious food and beverages to potential and current clients. With the support of several vendor partners, the Ortiz Center became the palate to showcase beautiful décor and table designs to wow our guests.

During the month, we also hosting several great events including, of course, the State of the Port and the annual BIG Event, hosted by Del Mar College. We also had several opportunities to partner with the CC Chamber on several great events such as the Designing Healthy Communities. Texas Workforce Solutions hosted several events with us this month to include the Childcare Director's Symposium.

As part of our continued commitment to the community, we are pleased to report that the Ortiz Center provided over \$14,000 in discounts and sponsorships to various not for profit and Community Based Organizations in the month of August. The support given by the Ortiz Center assists these wonderful organizations in their ability to generate the resources needed to provide services throughout the Coastal Bend region.

Below are 2014 totals and numbers to-date for 2015 activity

2014	Guest Attendance	Number of Events	Revenue	2015	Guest Attendance	Number of Events	Revenue
January	3,955	36	\$142,352	January	5,113	42	\$216,694
February	4,911	33	\$114,327	February	2,639	27	\$75,227
March	4,086	38	\$127,300	March	5,397	40	\$197,604
1st Quarter	12,952	107	\$383,979	1st Quarter	13,149	109	\$489,525
April	6,953	53	\$216,269	April	5,046	53	\$187,262
May	4,980	42	\$163,023	May	5,727	42	\$187,077
June	2,878	39	\$128,631	June	4,152	47	\$204,576
2nd Quarter	14,811	134	\$507,923	2nd Quarter	14,925	142	\$578,915
July	3,290	44	\$132,152	July	3,511	52	\$165,634
August	2,147	27	\$82,718	August	NA	NA	NA
September	3,766	29	\$144,026	September			
3rd Quarter	9,203	100	\$358,896	3rd Quarter			
October	5,838	50	\$190,869	October			
November	4,121	31	\$233,592	November			
December	3,897	44	\$312,556	December			
4th Quarter	13,856	125	\$737,017	4th Quarter			
Totals	50,822	466	\$1,987,815	Totals			

HUMAN RESOURCES

There were (2) Pre-Placement Physical Examinations along with (4) drug tests.

Additionally, there were (4) new Hires

- Donna James -Spruce, Risk Program Manager
- Douglas Hanley, Courier/Roving Security Officer
- Andre Branch, Welder/Plumber Assistant
- Teresa Bray, Safety Administrative Coordinator

Employee service awards were presented by the Chief Operation Officer and the Chief Commercial Officer. The total number of service time among those receiving awards is over 230 plus years.

There were additional meetings held with staff to discuss:

- Staffing
- Human Relations
- Employee Development
- Payroll Administration

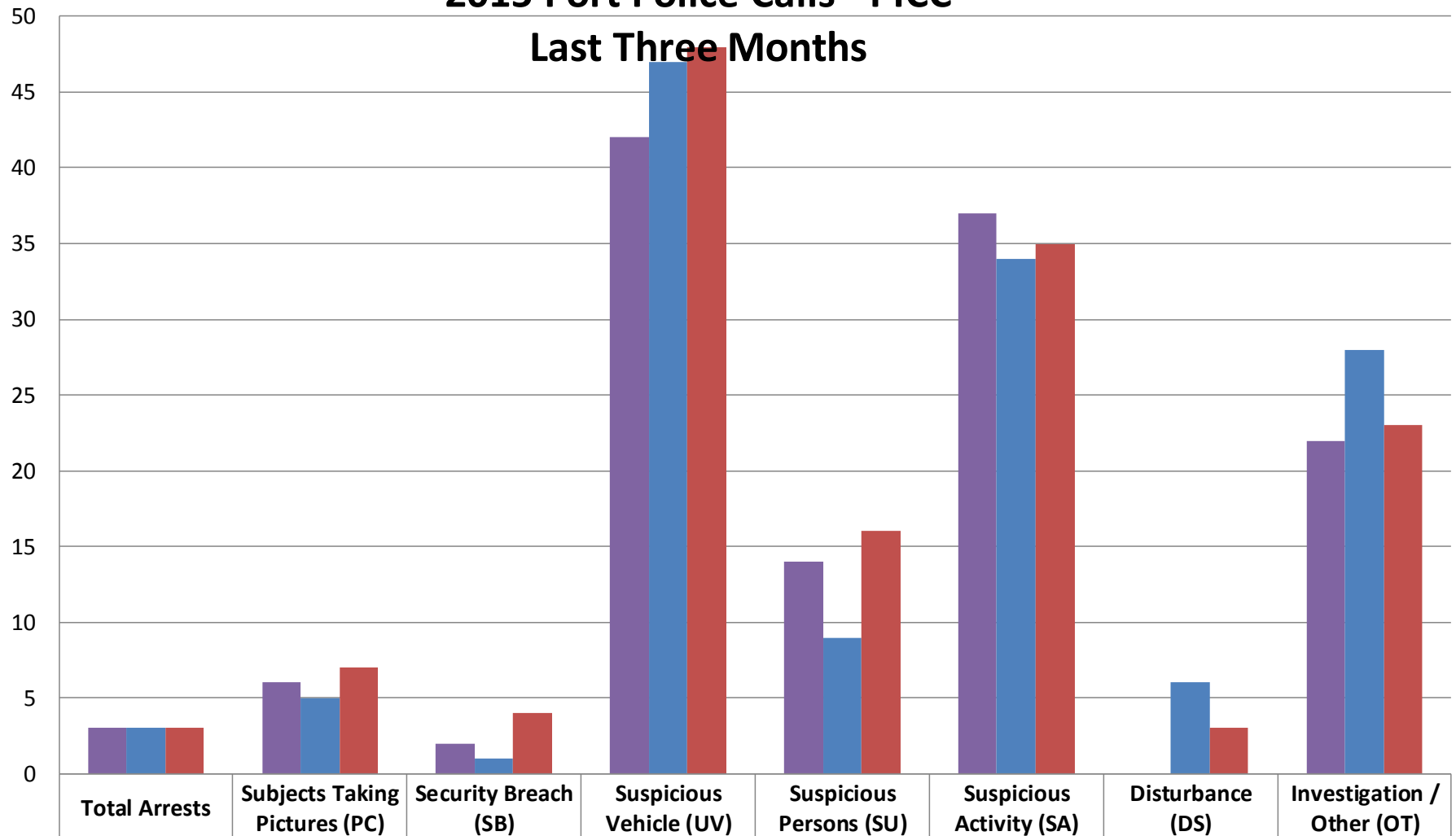
**Port of Corpus Christi Authority
Organizational Chart
August 31, 2015**

DEPARTMENTS	Exempt	Non-Exempt	Temporary	Total
Executive Director	3	0	0	3
COO	2	0	0	2
Human Resources	2	3	0	5
Safety	1	1	0	2
Engineering Services	17	4	0	21
Finance & Admin.	1	1	0	2
Accounting	3	6	0	9
Risk Management	2	0	0	2
Information Tech	13	0	0	13
Business Development	7	0	1	8
Community Relations	2	0	2	4
Communications	3	0	0	3
Operations	3	0	0	3
Maintenance	2	40	0	42
Harbormaster's Office	1	8	0	9
Bulk Handling Facility	3	20	0	23
Security/Police Dept.	4	44	0	48
TOTAL	69	127	3	199

E - EXEMPT
NE - NON-EXEMPT
H - HOURLY
T - TEMPORARIES

SECURITY

**2015 Port Police Calls - PICC
Last Three Months**



15-Jun	3	6	2	42	14	37	0	22
15-Jul	3	5	1	47	9	34	6	28
15-Aug	3	7	4	48	16	35	3	23

OPERATIONS

HARBORMASTER

Ship Arrivals

<u>August 2015</u>			<u>2014</u>		
<u>Tankers</u>	<u>Freighters</u>	<u>YTD</u>	<u>Tankers</u>	<u>Freighters</u>	<u>YTD</u>
116	48	1179	122	43	1043

Barge Arrivals

<u>August 2015</u>			<u>2014</u>		
<u>Tank Barges</u>	<u>Freight Barges</u>	<u>YTD</u>	<u>Tank Barges</u>	<u>Freight Barges</u>	<u>YTD</u>
470	55	4026	561	64	4461

Shifting

<u>August 2015</u>		<u>2014</u>	
<u>Tankers</u>	<u>Freighters</u>	<u>Tankers</u>	<u>Freighters</u>
21	0	13	5
<u>Tank barges</u>	<u>Freight Barges</u>	<u>Tank barges</u>	<u>Freight Barges</u>
788	3	831	11

Average Daily Arrivals

	<u>2015</u>	<u>2014</u>
Ships:	5.29	5.32
Barges:	16.94	20.16

Channel Disruptions

August 2015

- 66.66 hours
 - 28.0 for rig movements to Kiewit and Gulf Marine Fabricators
 - 38.66 hours due to beam restriction at Citgo 1 and ADM
 - 14 inbound and 8 outbound ships delayed due to these disruptions

August 2014

- 0 Disruptions

BULK TERMINAL

- Current Projects
 - Replacing three-quarter belt covers with full belt covers
 - Dust control for all pads and roads
 - Preparing for pad resurfacing
 - Installing cable tray along CB# 2
 - Storm Water MGMT
 - Replacing belt cleaners on Ship Loader Conveyors
 - Rail Unloading pad paving
 - Replacing Idlers on Conveyors
- Current Activity
 - Railcars:
 - Loaded: 83 for a total of 9,077.15 Short Ton pet coke
 - Unloaded: 0
 - Bulk Dock #1:
 - 65,508.34 Short Tons Barite
 - 7765.78 Short Tons Rutile Sand
 - Bulk Dock #2:
 - 131,304.14 Short Tons Pet Coke
 - Pads:
 - 129,197.56 Short Tons Pet Coke
 - 9,473.00 Short Tons Sulfur

MAINTENANCE

Misc:

- Performed preventative maintenance (PM) on vehicles, safe boat and equipment at the Maintenance Department.
- Performed routine inspection and PM on lights, water outlets.
- Performed grounds keeping port wide.
- Performed monthly a/c service port wide.
- Over saw janitorial service on all port facilities.
- Repaired CNG fueling pump.
- Assisted with Internal EMS Audits.
- Four new employees attended security training at Police Department.
- Two maintenance employees attended school for their Certification on the Backflow preventer class. They attended in Boerne Texas.

Ortiz Center:

- Reset fire panel and restarted AHU's #4, 5 and 7. (Big a/c unit at Ortiz Center)
- Secured computer wiring connections in Jim Well room.
- Repaired lift station sewer pumps and corrected selector switch.
- Replaced water filters on ice machines and flushed water line after E coli advisory.

Guard House:

- Repaired door hinges at BMD.
- Replaced sliding door roller and glass at Stroman.
- Repaired lift station sewer pump at Ave F and Stroman.
- Replaced lights and ballast at BMD

Admin Building:

- Replaced ballast, light sockets and lamps in mail room.
- Shampooed carpets and painted walls in Risk Management offices.
- Assisted various department with office relocations. They also rearranging office furniture and hanging picture and map.
- Replaced water filters on ice machines and flushed water line after E coli advisory.

Annex Building:

- Assisted various department with office relocations. They also rearranging office furniture and hanging picture and map.
- Purchased and installed television in Mr. Alejandro's office.
- Repaired and painted window header in engineering office room number 113.
- Assisted IT with furniture moving and door lock core replacement.
- Conducted test and replaced various emergency light fixtures.
- Changed parking markings to eliminate tree leaves from damaging pool vehicles.

Port Security/Police Department:

- Replaced water filters on ice machines and flushed water line after E coli advisory.
- Replaced a/c selector switch in Amtex Building.
- Repaired asphalt at PD vehicle gate entrance.
- Replaced electrical outlets with GFI's.
- Replaced a/c unit on marine safe boat unit 391.

BMD:

- Replaced a/c unit in BMD 2 control room.
- Replaced water filters on ice machines and flushed water line after E coli advisory.
- Conducted monthly potable water outlet inspection and flush.

Cargo Dock:

- Conducted monthly potable water outlet inspection and flush.
- Conducted monthly fire sprinkler alarm inspection.
- Repaired water meter and back flow prevention device at CD 10.(OD 15)
- Replaced damaged dock access ladder at CD 1 and 9.
- Washed down and repaired electrical outlets, sealed wall punctures and repaired overhead door at CD 15.

Oil Dock:

- Conducted monthly potable water outlet inspection and flush.
- Prepped and painted fire monitors at OD 2.
- Repaired ship fender chains and turnbuckle at OD 11.
- Replaced 4" flange gasket on fire system pump house at Avery oil docks.
- Replaced bridge fence at Avery Point between OD 7 and OD 11.
- Replaced commode and lift station sewer pump at Avery community restroom.
- Repaired temporarily patch pot hole at Avery entrance road.
- Repaired a/c unit at OD 1, 2, 5, 8 and 9.
- Installed "Do Not Use" sign at OD 9 west mooring structure.
- Performed fire line and fire hydrant inspection and repairs.
- Repaired handrails at OD 7.

Roadway:

- Ordered and installed Kay Bailey Hutchinson road signs at La Quinta road ways.
- Repaired various downed stop signs on Joe Fulton and Navigation roads.

Fire Boat:

- Adjusted aft thruster steering motor home position and raise lower controls.
- Assisted thrustmaster with performance test on forward thruster.

Gates and Fences:

- Repaired security fencing on east corner of North Bank.
- Repaired damaged fence at Storage buildings on Broadway and Port. (Damaged by vehicle.)

Property Other:

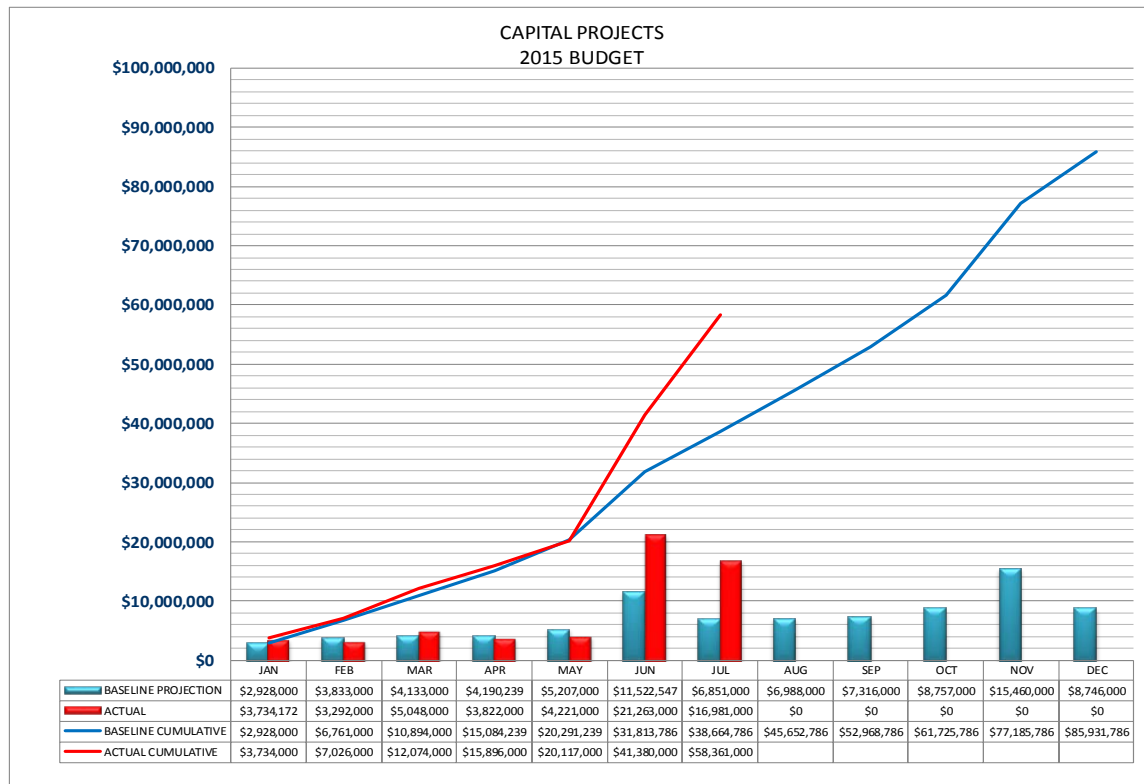
- Repaired refrigeration system from maintenance storm drain sampler.
- Met with Safety Manager to discuss Lock Out procedures.
- Modified winch motor mount for stadium lights at NRRY area.
- Assisted Commercial Metals with recycling of sheet piling from west yard.
- Replaced conduit and new wire on N-W pole at North side storage yard.
- Serviced a/c units at Harbor Island and La Quinta communications tower.

ENGINEERING SERVICES

As of August 31, 2015 (billing through July 31, 2015), the Port of Corpus Christi Authority Department of Engineering Services had completed 34 projects and has 113 projects in process. These projects consist of 75 Capital, 41 Maintenance, and 31 Professional Service projects. During August, \$17,244,000 was invoiced for ongoing work including the purchase of a \$13,763,000 tract of land. To date this year approximately \$60,552,000 has been invoiced for work performed. Below is a table detailing the 2015 budget amount, the “to date” cost, and year-end forecast for the capital, maintenance and professional services.

Engineering Services August 2015 Report				
Project Type	No. of Projects	2015 Budget Amount	Expended to Date	End of Year Forecast
Capital	103	\$85,931,786	\$58,361,000	\$82,681,000
Maintenance	55	\$7,155,000	\$1,418,000	\$5,741,000
Professional Services	45	\$2,004,500	\$773,000	\$2,127,000
Total	203	95,091,286	\$60,552,000	\$90,549,000

Below is a graphic representation of the 2015 Capital Project Budget and a forecast of monthly Project expenditure of the capital projects throughout the year. An actual monthly project expenditure tracking line is included to follow the progress as the year develops.



The status of the following listed projects currently in progress is provided for your information:

CAPITAL PROJECTS

Security Grant Improvement Projects

Security Grant 13 - Emergency Power (13-054D) - Project complete, no further report.

Security Grant 13 - La Quinta/GIWW Surveillance (13-054C) - Project complete, no further report.

Security Grant 13 - Purchase of Camera System and Equipment (13-054E) - Project complete. No further report.

Security Grant 14 – Oil Dock 14 Access Control (14-060C) - Design of the guard house and other security features at OD-14 began in August. The 60% preliminary design package has been submitted for review.

Security Grant 15 - Application (15-061A) - All Investment justifications have been submitted to FEMA for evaluation. Waiting for Security Grant 15 award announcement.

CNG Fueling Station (15-015D)

Notice to Proceed was issued to Ziet Energy. Pre-construction meeting is scheduled for second week in September. Project is scheduled to be complete by the end of December 2015.

Construction of 8-inch Water Line at La Quinta Property (14-045B)

An easement for the water line is being coordinated and obtained by the City of Portland. Design of the 8" water line, which will provide a partial water line loop to serve the PCCA's La Quinta Property, is 50% complete.

Construction of Multi-purpose Ship and Barge Dock & 15 Acre Storage Yard at La Quinta Gateway Terminal (14-037A)

Preliminary design is 90% complete. Completion of final design tracking for 4th quarter 2015.

Design of New Public Oil Dock at Viola (14-044A)

HDR has submitted and staff has reviewed the Final Conceptual Study. Staff and consultant are developing a plan that will include 3 ship berths.

Equipment Storage Building (14-028B)

Staff working on preliminary layout to size the building for housing major Bulk Terminal equipment.

Fire System Pressurization Upgrades at Oil Docks (14-023A)

Service order has been approved by the commission. Staff is working on executing the service order by both parties and issuing a purchase order.

Full Covers Over All Conveyor Belts (13-033A)

Bulk Terminal is currently checking the condition of the ribs that support the covers to ensure no additional hardware or materials are needed. Currently CB-7, CB-3, and CB-2 have full covers installed. BT is currently installing Covers on CB-4.

Gregory Relief (Bypass) Serving La Quinta – Design (14-040A)

No current activity.

Improvements to Fire Protection Systems at Oil Docks 4, 7, 11 (15-041A)

Design contract award approved at June 16th Commission Meeting. Notice to Proceed issued to Design Consultant, Govind Development, on June 25, 2015. Preliminary assessment of existing fire protection system complete. Govind provided 60% design submittal.

Inner Harbor Rail Upgrades & Improvements (2015 Project) (15-016A)

Internal review of scope of work ongoing.

Inner Harbor Rail Upgrades and Improvements (2014 Project) (14-016A)

Project complete. In the process of issuing final acceptance paperwork.

Joe Fulton Corridor Waterline Extension (15-065A)

LVN incorporated previous PCCA comments and provided final hydraulic modeling and assessment report to PCCA on August 6th. Design Engineer, LVN, was provided notice to proceed for design on July 29th. Topographic survey of pipeline route completed in August and preliminary design underway.

La Quinta Terminal Mitigation – Aquatic Habitat

Apollo Environmental Services, LLC has mobilized. Construction in progress and is 30% complete.

Landscape Enhancements (15-051A)

Consultant selection process completed through RFQ process and a Service Order has been negotiated with LVN, Inc. and approved by the Commission. A Kick off meeting was held in early July. Consultant currently drafting prioritization criteria for site selection.

New Access Road to Good Hope DMPA (09-019A)

Field survey work (topo) completed for alternate access road easement. Data currently being processed and new road alignment under evaluation by design engineer.

New Fire Barge Dock (12-027A)

RVE is working on the final sheet pile wall using helical piles as the tie backs.

New Operator's Cab for Gantry Crane (15-043A)

The structural team from Richmond Engineering visited site to analyze the existing cab and boom supports. Project under design.

New Port Office Facility (14-036A)

Commission Workshop held September 1, 2015.

Nueces River Rail Yard - Phase II (13-043A)

W.T. Byler mobilized and construction began in late July. Site clearing is 80% complete, embankment has been placed under the power lines and limestone base placed on the first 10 stations on the east end of the project.

Oil Dock 1 Improvements (11-013A)

Gavilion responded that this project is not needed at this time. Awaiting responses from Nustar and Martin Midstream.

Oil Dock 3 Upgrades (14-058A)

Oil Dock 3 closure issued August 24/25 to complete sediment testing and analysis (RSA) in support of efforts to U.S. Army Corps of Engineers permitting requirements for dredge material placement. Test results anticipated in September. Material sampling and classification plan for uplands area developed and testing to be conducted in September. Development of service order for design of dock expansion underway, and anticipate finalization of service order for Commission consideration of approval in October.

Paving of Area Around CB-4 & CB-8 (15-044A)

Contractor is concluding the hot mix paving.

Permian Yard Drainage Improvements (09-041A)

Contractor currently continues to excavate within the secured area of Oil Dock 1 & 2 to install box culverts under fence and above ground pipelines.

Port Area Signage & Landscaping Improvements (14-039A)

Naismith Engineering has completed the preliminary study. Anticipate final design of signage components to be completed by September, 2015. Site selection and site design to follow.

Public Oil Dock 14 (13-032A)

The contractor has installed the majority of H-beam anchor piles and pile caps for the bulkhead tieback system and continues driving the steel H-Z combi sheet pile wall. The first section of concrete pile cap was cast 8/29/15 and the dredge sub-contractor began fusing dredge pipe. The project is approximately 35% complete.

Public Oil Dock 14 Terminal Entrance & Roadway (15-050A)

Additional topographic survey information being incorporated into design package. Plan to have bids on the street in September or October.

Purchase and Installation of Additional AEI Readers (15-055A)

Plan to have design kick off meeting in the coming week. Currently scheduled to bid the project in late 2015.

Purchase of Software Application for EMS Recordkeeping (15-057A)

A service order was negotiated with E2 ManageTech, Inc. to assist with development of specifications, the RFP process, and selection of a vendor to provide software for EMS recordkeeping. A notice to proceed was issued on May 19, 2015. The preliminary scoping workshop occurred with the consultant in late May to identify requirements for the specification development. Consultant has developed the demo scenarios and is preparing a bid package for advertisement.

Reconstruction of Sam Rankin Road (24/76) (15-053A)

Plans and specifications are 60% complete and have been submitted for review. City of CC and PCCA are currently reviewing plans.

Relocation of Suntide DMPA Drainage to Viola Turning Basin (13-036A)

Working with COE to include in the FY16 O&M schedule. Scope of work would include relocating a portion of the ditch as well as maintenance of the remainder of the ditch and culverts.

Resurface Public Storage Pads at Bulk Terminal (14-030A)

Staff is reviewing preliminary design drawings.

Maintenance Building Relocation (14-061A)

Preliminary study under in-house review.

Surplus Sale of Cold Storage Warehouse (14-062A)

OperLog (Porta Santa Marta) negotiating a new contract to complete the work. Removal period has been extended to September 30, 2015.

Replacement of Dock House at Oil Dock 10 (14-041A)

Contractor will mobilize on-site beginning of September and begin work.

Storm Water System Quality Improvements – Bulk Terminal (15-046A)

Fieldwork for topographic studies and geotechnical soil borings was started in early June and was completed in July. Cost analysis for other recommended improvements was provided for PCCA review at the end of July. Preliminary design of dredging the ponds to original depth and dimension and a new filtration system on the outfalls to the channel have been provided for PCCA review. Staff is currently reviewing submittals and comments will be provided back to complete design. Upon completion of the final design for both elements, the project will be advertised for bid.

Storm Water System Quality Improvements – Maintenance Facility (15-059A)

Notice to Proceed was issued to Alan Plummer and Associates, Inc. and a design charrette meeting held on July 22. Consultant surveyed Maintenance area on August 11 & 13, 2015 to determine appropriate locations for Best Management Practices (BMPs). Consultant beginning design drawings in mid-August, which will incorporate survey data.

Remove Tule Lake Lift Bridge Foundations (07-046C)

The 95% design drawings have been completed and are under review. The contract documents are now being finalized to have a contract on the street in October for Commission action before the end of the year.

West Barge Mooring Area (13-051A)

Original scope of work has been completed by contractor. Currently working on final inspection punchlist items and additional work pertaining to outfall structure spillway and roadway work. PCCA directed post-dredge survey being performed.

MAINTENANCE PROJECTS

Fire Line Improvements at Oil Dock 2 (15-039A)

Consultant has submitted 60% design drawings and specifications for review and comment.

General Electrical Consumption Reduction Projects (13-013A)

A lighting study at Al Speight Laydown Yard and at Cargo Dock 15 was created to evaluate current lighting at both facilities. Our consultant has recommended upgrades using LED technology. A project will be designed for construction based on his recommendations.

General Improvements to Oil Dock 6 (15-030A)

Consultant has submitted 60% design drawings and specifications for review and comment.

Inner and Outer Harbor Land Management (2015) (15-019A)

PCCA is reviewing geotech and testing reports for excess M & G fill material. Consultant has completed survey of second area requiring fill.

Maintenance Painting at Bulk Terminal (15-049A)

Work performed on an as-needed basis.

Purchase of Dock Fenders and Panels (15-014A)

Notice to Proceed was issued to Trelleborg. Fenders are scheduled to be delivered by mid-September 2015.

Repair Port Bridges (15-037A)

Project is in final stages of design. Currently waiting on review by staff.

Replace Fire Alarm Panels at Ortiz Center (15-036C)

A pre-construction conference was held on 8/12/15. Once submittals have been approved, construction will begin. Contractor currently scheduled to complete project by November of this year.

Replace Conveyor Idlers (15-033A)

All idlers have been delivered. Conveyor idlers will be installed by Bulk Terminal staff.

Replacement of DC Drives in Ship Loader (15-034A)

One DC drive was replaced as an emergency repair. Richmond Engineering visited shiploader in July to develop plan to replace the other two drives.

Re-Roofing of PCCA Facilities (15-012A)

Consultant continues to work towards submitting preliminary design drawings the first part of September.

Resurfacing of North and South Side Open Storage Areas (15-038A)

PCCA is currently developing plans and technical specifications in-house. Plan to have all documents ready to bid in Sept, pending scheduling at the South Side Storage Yard.

Roadway & Parking Lot Repairs (2015) (15-018A)

RVE/LJA is currently working on design and drawings for this project.

Savage Lane Railroad Drainage (15-022A)

Consultant is working on final design drawing and specifications for drainage repairs and ditch maintenance.

Stockpile Management (15-024A)

Bid documents were developed and advertised in August for the loading and transportation of all of the stockpiled material. Award of this project is being presented at the September Commission Meeting for approval. See commission letter for additional information.

Storm Water System Maintenance (15-028A)

This project entails routine maintenance of storm water systems through the Port area. Two different ditch lengths have been cleaned out to date at the Bulk Terminal and along Joe Fulton Corridor. Bid documents for the cleaning of several other lengths of ditches and pipes are currently under in-house design for advertisement for bid later in the year.

Upgrades and Repairs to Bulk Dock 2 Marine Structures (15-035A)

CH2M Hill was issued a service order and has begun initial inspections of the Bulk Dock 2. Once inspections have been completed, design will begin. Plan to have project bid in late fall.

ENVIRONMENTAL/PROFESSIONAL SERVICES PROJECTS

Environmental Management System (15-025A)

Our EMS Program is ISO 14001 certified for the seventh year. Current initiatives under the EMS Program include measures to reduce impacts to storm water runoff from our operations and investing in and developing partnerships with Port Users. Active partnerships in EMS exist with Dix Fairway, Port Corpus Terminals, Gulf Stream Marine, and Corpus Christi Terminal Railroad. Other initiatives resulting from the EMS program include the Gulf Port's Environmental Summit and the Growing Greener Initiative. The Internal Audit was conducted last month and the final report is pending with the auditors. The external audit is scheduled for August 24-25.

Geographic Information System Maintenance and Upgrades (15-017A)

The scope of work for 2015 improvements and upgrades to the PCCA's GIS have been negotiated with Brown and Caldwell, Inc. under the existing terms and conditions and authorization to proceed has been issued. The scope of work will be in two Phases. The first Phase included the development of specifications to convert the PCCA GIS from a custom application that is not fully supported by ESRI any longer to a web-based platform. This was completed in August and the second phase will be to conduct the conversion. Approval of a purchase order to complete the second phase will be presented at the September Commission Meeting for approval. This will aid in long term maintenance of our GIS program.

Investigation & Remediation of Contamination from La Quinta Removal / Relocation (14-002B)

The scope of work for 2015 improvements and upgrades to the PCCA's GIS have been negotiated with Brown and Caldwell, Inc. under the existing terms and conditions and authorization to proceed has been issued. The scope of work will be in two Phases. The first Phase included the development of specifications to convert the PCCA GIS from a custom application that is not fully supported by ESRI any longer to a web-based platform. This was completed in August and the second phase will be to conduct the conversion. Approval of a purchase order to complete the second phase will be presented at the September Commission Meeting for approval. This will aid in long term maintenance of our GIS program.

Investigation of Former J.I. Hailey Property (11-002B)

An addendum to the Affected Property Assessment Report was provided to TCEQ in July 2015. The Addendum also requested approval for closure with no institutional controls (i.e. deed recordation). Review and approval of closure request is still pending with TCEQ. After TCEQ review and approval of closure, PCCA will receive a certificate of completion for the property.

NuStar 12-Inch Pipeline Construction (15-067A)

NuStar pipeline construction nearing completion. Attending weekly coordination meetings with NuStar and ACGM. Contractor working six days per week with extended hours to complete horizontal directional drilling as required. Pipeline installed, completion of tie-ins, hydrostatic testing, site re-establishment underway. Contractor to be demobilized from site by mid-September. Final invoicing for reimbursement of inspection and oversight services to follow.

Ozone Advance Project Participation (14-074A)

In 2014, the Port Commission approved funding of the emissions inventory for Port related activities and construction activities in Nueces and San Patricio Counties to complete the regional inventory for our area. The emissions from the Port related activities has been completed and a final report was provided to PCCA in July. The evaluation of the emissions from construction equipment has not been completed at this time because coordination with Associated Builders and Contractors for appropriate information has been unsuccessful to date. Star Crest is developing a presentation on the results of this emission inventory compiled with the regional mobile source inventory prepared by TCEQ which will be made by the consultant at the next Air Quality Committee meeting currently scheduled for October 16, 2015.

Investigation of Property Near Tule Lift Bridge (14-002C)

Additional sampling to determine leaching characteristics of contaminants in soil was conducted in February 2015. Results indicated that further evaluation of the site is necessary so an Affected Property Assessment Report is being prepared for submittal to the TCEQ in July 2015. It is expected at this time that deed recordation for limiting the property to commercial/industrial land use will eventually be necessary. TCEQ accepted our application for participation in the Voluntary Cleanup Program going forward and provided an executed contract. TCEQ has also assigned a project manager to our project. The TCEQ Project Manager is now reviewing the Groundwater Usability Determination and after approval it will be used in the preparation of the Affected Property Assessment Report.

Storm Water Drainage Study (15-013A)

A Master Agreement has been negotiated and is pending presentation to the Commission. The scope of work is now being negotiated for this project for inclusion in the Service Order. Upon finalization the Master Agreement and Service Order will be presented for approval by the Port Commission.

Study Oil Dock 9 Deepening (14-031A)

Study is 95% complete. Will finalized study by September.

Underwater Inspection of Various Waterfront Facilities (14-035A)

Final report submitted to PCCA. Findings have been incorporated into various budgeted projects. CD's 14 & 15 underwater inspections were not performed due to LMSR layberthed there.

DREDGING

Channel Improvement Project (98-012A, 04-027A, 09-048B/C)

In November 2007, Congress passed WRDA of 2007 authorizing the Port's Channel Improvement Project.

The project include in following improvements:

1. Widening the CCSC to 530' from Port Aransas to the Harbor Bridge.
2. Adding 200'-wide barge shelves on both sides of the ship channel across Corpus Christi Bay.
3. Extending La Quinta Channel by 7400' at a depth of -39' MLT.
4. Deepening all reaches of CCSC (excluding La Quinta) from -45' MLT to -52' MLT.
5. Constructing Ecosystem Restoration projects near Port Aransas and Ingleside on the Bay.

Project received congressional appropriation in FY2009 for the construction phase of the project, officially ending the Pre-Construction Engineering and Design phase. A Project Partnership Agreement (PPA) was executed in October 2009 for the La Quinta Channel Extension & Ecosystem Restoration. Construction of Contract No. 1 was completed in 2010 to construct DMPA 14. Fifty-eight million in federal funds were appropriated in May 2011 enabling the COE to solicit additional construction contracts. COE awarded two (2) contracts in September 2011; one to extend the La Quinta Ship Channel and the other to construct the Ecosystem Restoration project adjacent to Ingleside-on-the-Bay, Texas. The dredging associated with La Quinta Ship Channel Extension and the Ecosystem Restoration project is 100% complete.

Deepening and widening of the CCSC and the addition of barge shelves underwent re-evaluation and the studies were complete in early 2013. The re-evaluation confirmed these two project components are still in the Federal interest. The COE Director of Civil Works approved the re-evaluation report (all components) and recommended the project to Congress to increase the authorized project cost to \$344,610,000. The channel improvement project was re-authorized in May 2014 by the Water Resources Reform and Development Act of 2014. Based on guidance from OMB and the ASA, USACE is completing an economic update to the LRR. The target date for completion is Summer of 2015.

ENGINEERING
MASTER AGREEMENTS AND SERVICE ORDERS

Listed below are the Master Agreements implemented including values of Service Orders issued per year:

	2014	2015
HDR, Inc. (13-01)	\$813,746	\$296,150
Freese and Nichols, Inc. (13-02)	\$407,191	\$278,077
Govind Development, LLC (13-03)	\$249,450	\$176,500
Naismith Engineering, Inc. (13-04)	\$45,000	\$93,780
CH2M Hill (13-05)	\$2,613,470	\$279,380
RVE, Inc. (13-06)	\$729,871	\$225,665
LNV, Inc. (13-07)	\$105,500	\$468,517
Lockwood, Andrews and Newnam, Inc. (14-01)	\$62,694	\$349,994
Maverick Engineering (14-02)	\$50,000	\$8,000
Coast & Harbor Engineering (14-03)	\$193,645	\$186,631
WKMC Architects (14-04)	\$139,500	\$50,000
Worley Parsons (15-01)		\$48,079

ENVIRONMENTAL
MASTER AGREEMENTS AND SERVICE ORDERS

Listed below are the Environmental Master Agreements implemented including Service Order Values:

	2014	2015
Golder & Associates (01-14)	\$45,300	\$79,949
RPS, Inc. (02-14)	\$101,300	\$54,083
Trinity Consultants (03-14)	\$44,000	\$49,000
E2 Manage Tech (05-14)	\$82,043	\$37,030
Apex Tritan, Inc. (06-14)	\$86,040	\$28,140
RSA, Inc. (09-14)	\$195,758	\$264,859

UPCOMING BID OPENINGS

Structural Repairs to Port Bridges (15-037A)

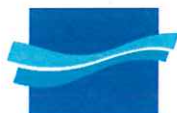
October 2, 2015

Port of Corpus Christi Authority

MONTHLY FINANCIAL RESULTS

● KEY METRICS	1
● STATEMENT OF NET POSITION	2
● STATEMENT OF REVENUES AND EXPENSES	3
● STATEMENT OF REVENUES AND EXPENSES-BY DIVISION	4
● TONNAGE	8
● SHIP AND BARGE MOVEMENTS	9
● RAIL CARS	10
● CAPITAL PROJECTS	11
● BOND PROJECT PROCEEDS	12

July



PORTCORPUS CHRISTI™

PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

KEY METRICS

OPERATING REVENUES	OPERATING EXPENSES	NET INCOME (LOSS)	TONNAGE	SHIPS AND BARGES	CAPITAL PROJECTS
\$ 48,989,801	\$ 30,024,508	\$ 8,723,500	60,145,678	8,937	\$ 53,462,203
↑ 5% Actual	↑ 5% Actual	↓ -52% Actual	↑ 10% Actual	↓ -5% Actual	
↑ 6% Budget	↓ -11% Budget	↓ -33% Budget			↑ 68% Budget

ALL METRICS

METRIC	YTD 2015 ACTUAL	YTD 2014 ACTUAL	% CHANGE	YTD 2015 BUDGET	% CHANGE
ASSETS	\$ 608,936,599	\$ 460,298,208	↑ 32%		
CASH & INVESTMENTS	\$ 163,678,026	\$ 144,725,460	↑ 13%		
ACCOUNTS RECEIVABLE	\$ 11,063,413	\$ 11,560,550	↓ -4%		
RESTRICTED ASSETS	\$ 83,130,091	\$ 36,085	↑ 230,273%		
LIABILITIES	\$ 143,408,762	\$ 22,569,680	↑ 535%		
NET POSITION	\$ 465,527,837	\$ 437,728,528	↑ 6%		
OPERATING REVENUES	\$ 48,989,801	\$ 46,452,032	↑ 5%	\$ 46,314,787	↑ 6%
OPERATING EXPENSES	\$ 30,024,508	\$ 28,697,683	↑ 5%	\$ 33,674,234	↓ -11%
NET OPERATING INCOME (LOSS)	\$ 18,965,293	\$ 17,754,349	↑ 7%	\$ 12,640,553	↑ 50%
NON OPERATING REVENUE (EXPENSES)	\$ (10,241,793)	\$ 336,965	↓ -3,139%	\$ 317,774	↓ -3,323%
NET INCOME (LOSS)	\$ 8,723,500	\$ 18,091,314	↓ -52%	\$ 12,958,327	↓ -33%
TONNAGE	60,145,678	54,821,929	↑ 10%		
SHIPS	1,019	878	↑ 16%		
BARGES	3,500	3,876	↓ -10%		
SHIPS & BARGES	4,519	4,754	↓ -5%		
RAIL CARS	8,937	10,656	↓ -16%		
CAPITAL PROJECTS	\$ 53,462,203			\$ 31,894,786	↑ 68%

PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

STATEMENT OF NET POSITION

	July	December	Annual Change	%	July	Year-Over-Year Change	%
	2015	2014			2014		
Cash/ Investments	\$ 163,678,026	\$ 156,102,157	\$ 7,575,869	5%	\$ 144,725,460	\$ 18,952,566	13%
A/R	\$ 11,063,413	\$ 17,341,744	\$ (6,278,331)	-36%	\$ 11,560,550	\$ (497,137)	-4%
Restricted Assets	\$ 83,130,091	\$ 35,522	\$ 83,094,569	233,924%	\$ 36,085	\$ 83,094,006	230,273%
P P & E, net	\$ 341,599,794	\$ 302,580,237	\$ 39,019,557	13%	\$ 294,939,901	\$ 46,659,893	16%
Other	\$ 9,465,275	\$ 9,014,594	\$ 450,681	5%	\$ 9,036,212	\$ 429,063	5%
Total Assets	\$ 608,936,599	\$ 485,074,254	\$ 123,862,345	26%	\$ 460,298,208	\$ 148,638,391	32%
Current Liabilities	\$ 6,910,914	\$ 8,333,509	\$ (1,422,595)	-17%	\$ 4,957,370	\$ 1,953,544	39%
Unearned Income	\$ 17,329,847	\$ 18,288,929	\$ (959,082)	-5%	\$ 13,689,666	\$ 3,640,181	27%
Long-term Debt	\$ 115,000,000	\$ -	\$ 115,000,000	-	\$ -	\$ 115,000,000	-
Other	\$ 4,168,001	\$ 4,160,634	\$ 7,367	0%	\$ 3,922,644	\$ 245,357	6%
Total Liabilities	\$ 143,408,762	\$ 30,783,072	\$ 112,625,690	366%	\$ 22,569,680	\$ 120,839,082	535%
Investment in Net Assets	\$ 284,725,829	\$ 293,461,952	\$ (8,736,123)	-3%	\$ 285,631,182	\$ (905,353)	0%
Restricted Net Position	\$ 83,130,091	\$ 35,522	\$ 83,094,569	233,924%	\$ 36,085	\$ 83,094,006	230,273%
Unrestricted Net Position	\$ 97,671,917	\$ 160,793,708	\$ (63,121,791)	-39%	\$ 152,061,261	\$ (54,389,344)	-36%
Total Net Position	\$ 465,527,837	\$ 454,291,182	\$ 11,236,655	2%	\$ 437,728,528	\$ 27,799,309	6%

Statement of Net Position



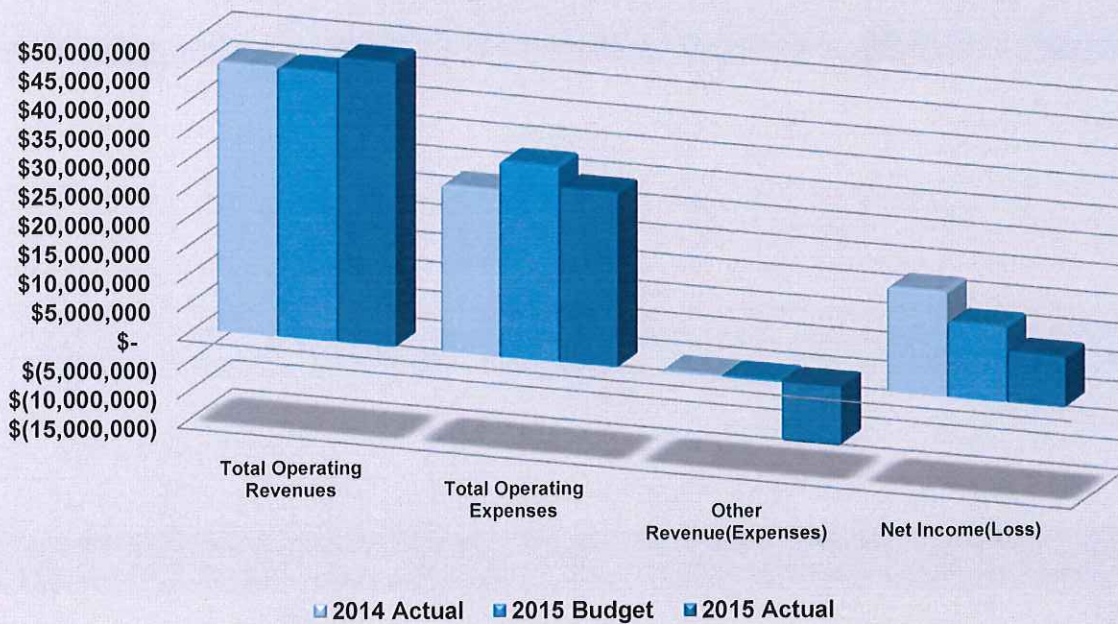
PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

STATEMENT OF REVENUES AND EXPENSES

	July			Change			
	2015		2014	Budget	%	Actual	%
	Actual	Budget	Actual				
Wharfage	\$ 26,779,643	\$ 24,989,521	\$ 23,624,422	\$ 1,790,122	7%	\$ 3,155,221	13%
Dockage	\$ 8,607,475	\$ 8,549,955	\$ 8,637,580	\$ 57,520	1%	\$ (30,105)	0%
Security	\$ 3,943,163	\$ 3,850,707	\$ 3,653,319	\$ 92,456	2%	\$ 289,844	8%
Other Shipping Services	\$ 4,557,968	\$ 3,846,192	\$ 5,506,078	\$ 711,776	19%	\$ (948,110)	-17%
Building and Land Rental	\$ 5,101,552	\$ 5,078,412	\$ 5,030,633	\$ 23,140	0%	\$ 70,919	1%
Total Operating Revenues	\$ 48,989,801	\$ 46,314,787	\$ 46,452,032	\$ 2,675,014	6%	\$ 2,537,769	5%
Employee Services	\$ 10,599,739	\$ 11,612,293	\$ 9,428,300	\$ (1,012,554)	-9%	\$ 1,171,439	12%
Maintenance	\$ 2,631,068	\$ 5,537,310	\$ 3,767,439	\$ (2,906,242)	-52%	\$ (1,136,371)	-30%
Utilities/ Telephone	\$ 837,121	\$ 720,262	\$ 706,952	\$ 116,859	16%	\$ 130,169	18%
Insurance	\$ 1,113,146	\$ 1,197,569	\$ 1,191,758	\$ (84,423)	-7%	\$ (78,612)	-7%
Prof/ Contracted Services	\$ 3,697,948	\$ 4,129,757	\$ 3,348,626	\$ (431,809)	-10%	\$ 349,322	10%
Operator/ Event Expenses	\$ 822,380	\$ 919,207	\$ 799,927	\$ (96,827)	-11%	\$ 22,453	3%
Admin/Trade Dvlp/Other	\$ 2,204,095	\$ 2,523,465	\$ 2,419,921	\$ (319,370)	-13%	\$ (215,826)	-9%
Depreciation	\$ 8,119,011	\$ 7,034,371	\$ 7,034,760	\$ 1,084,640	15%	\$ 1,084,251	15%
Total Operating Expenses	\$ 30,024,508	\$ 33,674,234	\$ 28,697,683	\$ (3,649,726)	-11%	\$ 1,326,825	5%
Net Operating Income(Loss)	\$ 18,965,293	\$ 12,640,553	\$ 17,754,349	\$ 6,324,740	50%	\$ 1,210,944	7%
Interest Income	\$ 396,134	\$ 237,255	\$ 235,410	\$ 158,879	67%	\$ 160,724	68%
Other Revenue	\$ 79,016	\$ 80,752	\$ 82,279	\$ (1,736)	-2%	\$ (3,263)	-4%
Gain(Loss) Disposal of Assets	\$ (5,861,220)	\$ -	\$ 19,504	\$ (5,861,220)	-	\$ (5,880,724)	-30,151%
Interest/Bond Expense	\$ (1,855,672)	\$ (233)	\$ (228)	\$ (1,855,439)	796,326%	\$ (1,855,444)	813,791%
Other Expense	\$ (3,000,051)	\$ -	\$ -	\$ (3,000,051)	-	\$ (3,000,051)	-
Other Revenue(Expenses)	\$ (10,241,793)	\$ 317,774	\$ 336,965	\$ (10,559,567)	-3,323%	\$ (10,578,758)	-3%
Net Income(Loss)	\$ 8,723,500	\$ 12,958,327	\$ 18,091,314	\$ (4,234,827)	-33%	\$ (9,367,814)	-306%

Statement of Revenues & Expenses



PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

<u>Public Oil Docks</u>	July		
	2015		Variance
	Actual	Budget	
Operating Revenues	\$ 19,141,749	\$ 19,882,548	\$ (740,799)
Operating Expenses	\$ (1,360,249)	\$ (2,634,589)	\$ 1,274,340
Net Operating Income(Loss)	\$ 17,781,500	\$ 17,247,959	\$ 533,541
Other Revenue(Expenses)	\$ -	\$ -	\$ -
Net Income(Loss)	\$ 17,781,500	\$ 17,247,959	\$ 533,541

<u>Private Oil Docks</u>	July		
	2015		Variance
	Actual	Budget	
Operating Revenues	\$ 9,171,727	\$ 7,890,376	\$ 1,281,351
Operating Expenses	\$ (27,269)	\$ (32,077)	\$ 4,808
Net Operating Income(Loss)	\$ 9,144,458	\$ 7,858,299	\$ 1,286,159
Other Revenue(Expenses)	\$ -	\$ -	\$ -
Net Income(Loss)	\$ 9,144,458	\$ 7,858,299	\$ 1,286,159

<u>Dry Cargo Docks</u>	July		
	2015		Variance
	Actual	Budget	
Operating Revenues	\$ 4,194,201	\$ 3,634,362	\$ 559,839
Operating Expenses	\$ (1,518,730)	\$ (1,810,728)	\$ 291,998
Net Operating Income(Loss)	\$ 2,675,471	\$ 1,823,634	\$ 851,837
Other Revenue(Expenses)	\$ -	\$ -	\$ -
Net Income(Loss)	\$ 2,675,471	\$ 1,823,634	\$ 851,837

<u>Bulk Terminal</u>	July		
	2015		Variance
	Actual	Budget	
Operating Revenues	\$ 5,586,521	\$ 5,407,739	\$ 178,782
Operating Expenses	\$ (3,619,004)	\$ (3,772,002)	\$ 152,998
Net Operating Income(Loss)	\$ 1,967,517	\$ 1,635,737	\$ 331,780
Other Revenue(Expenses)	\$ 1,858	\$ -	\$ 1,858
Net Income(Loss)	\$ 1,969,375	\$ 1,635,737	\$ 333,638

<u>Conference Center</u>	July		
	2015		Variance
	Actual	Budget	
Operating Revenues	\$ 1,257,519	\$ 1,114,386	\$ 143,133
Operating Expenses	\$ (1,337,651)	\$ (1,509,863)	\$ 172,212
Net Operating Income(Loss)	\$ (80,132)	\$ (395,477)	\$ 315,345
Other Revenue(Expenses)	\$ 4,054	\$ 2,037	\$ 2,017
Net Income(Loss)	\$ (76,078)	\$ (393,440)	\$ 317,362

PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

<u>Property and Buildings</u>	July		
	2015		Variance
	Actual	Budget	
Operating Revenues	\$ 4,217,451	\$ 2,711,534	\$ 1,505,917
Operating Expenses	\$ (3,952,543)	\$ (4,818,419)	\$ 865,876
Net Operating Income(Loss)	\$ 264,908	\$ (2,106,885)	\$ 2,371,793
Other Revenue(Expenses)	\$ (5,928,928)	\$ -	\$ (5,928,928)
Net Income(Loss)	\$ (5,664,020)	\$ (2,106,885)	\$ (3,557,135)

<u>Other Facilities</u>	July		
	2015		Variance
	Actual	Budget	
Operating Revenues	\$ 1,369,296	\$ 1,823,135	\$ (453,839)
Operating Expenses	\$ (779,141)	\$ (975,965)	\$ 196,824
Net Operating Income(Loss)	\$ 590,155	\$ 847,170	\$ (257,015)
Other Revenue(Expenses)	\$ (2,997,200)	\$ -	\$ (2,997,200)
Net Income(Loss)	\$ (2,407,045)	\$ 847,170	\$ (3,254,215)

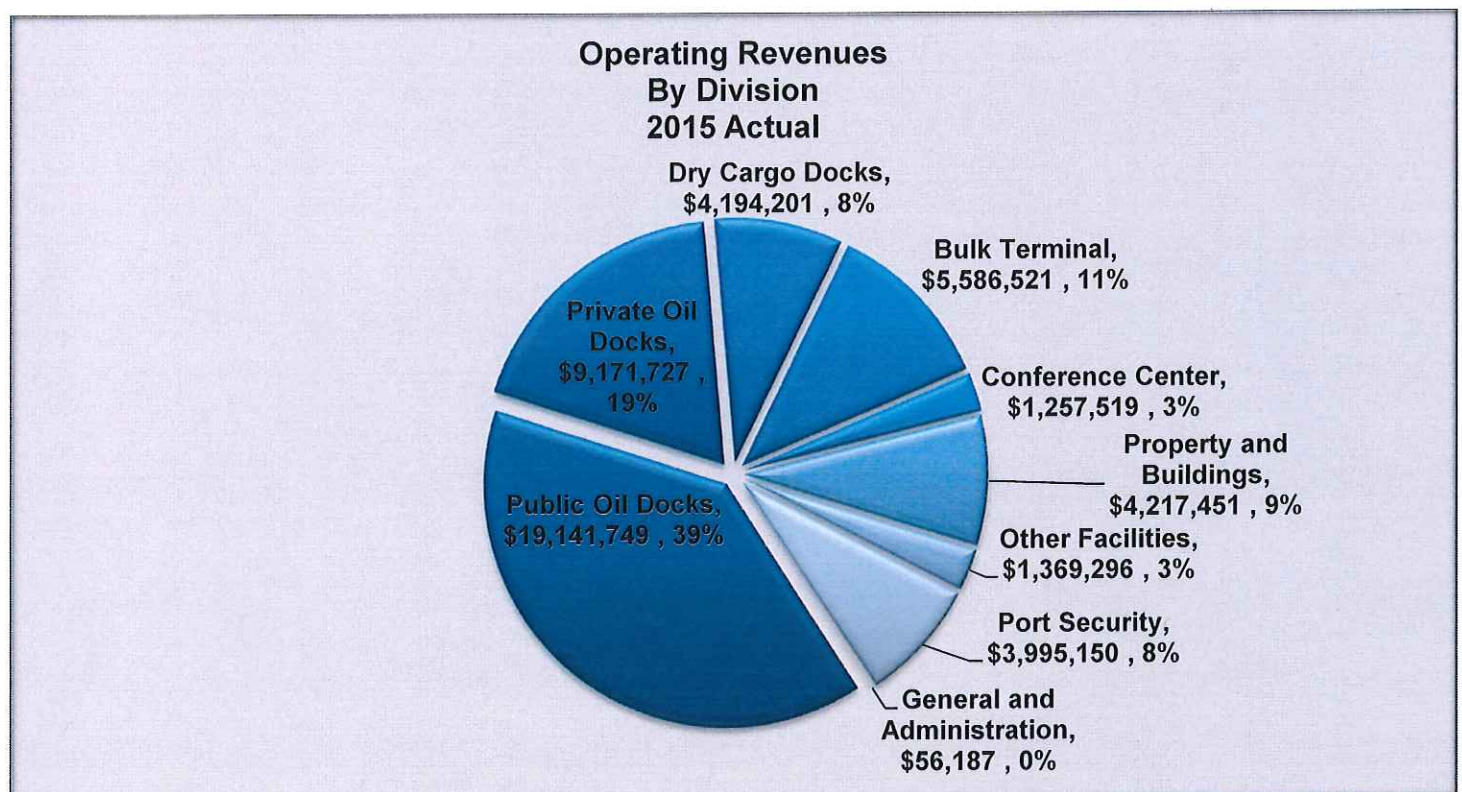
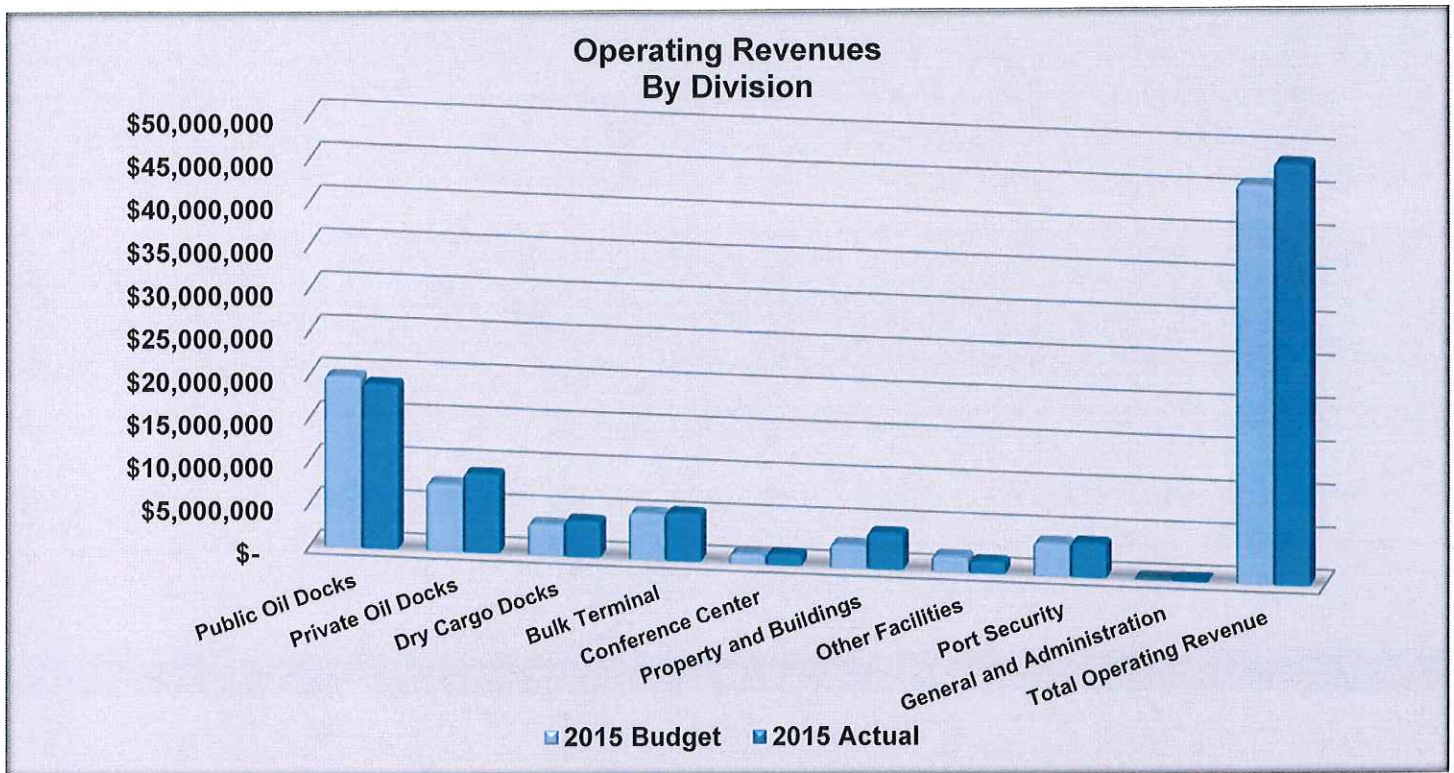
<u>Port Security</u>	July		
	2015		Variance
	Actual	Budget	
Operating Revenues	\$ 3,995,150	\$ 3,850,707	\$ 144,443
Operating Expenses	\$ (5,197,642)	\$ (5,206,554)	\$ 8,912
Net Operating Income(Loss)	\$ (1,202,492)	\$ (1,355,847)	\$ 153,355
Other Revenue(Expenses)	\$ 15,008	\$ -	\$ 15,008
Net Income(Loss)	\$ (1,187,484)	\$ (1,355,847)	\$ 168,363

<u>General and Administration</u>	July		
	2015		Variance
	Actual	Budget	
Operating Revenues	\$ 56,187	\$ -	\$ 56,187
Operating Expenses	\$ (12,232,279)	\$ (13,184,037)	\$ 951,758
Net Operating Income(Loss)	\$ (12,176,092)	\$ (13,184,037)	\$ 1,007,945
Other Revenue(Expenses)	\$ (1,336,585)	\$ 315,737	\$ (1,652,322)
Net Income(Loss)	\$ (13,512,677)	\$ (12,868,300)	\$ (644,377)

<u>Total</u>	July		
	2015		Variance
	Actual	Budget	
Operating Revenues	\$ 48,989,801	\$ 46,314,787	\$ 2,675,014
Operating Expenses	\$ (30,024,508)	\$ (33,944,234)	\$ 3,919,726
Net Operating Income(Loss)	\$ 18,965,293	\$ 12,370,553	\$ 6,594,740
Other Revenue(Expenses)	\$ (10,241,793)	\$ 317,774	\$ (10,559,567)
Net Income(Loss)	\$ 8,723,500	\$ 12,688,327	\$ (3,964,827)

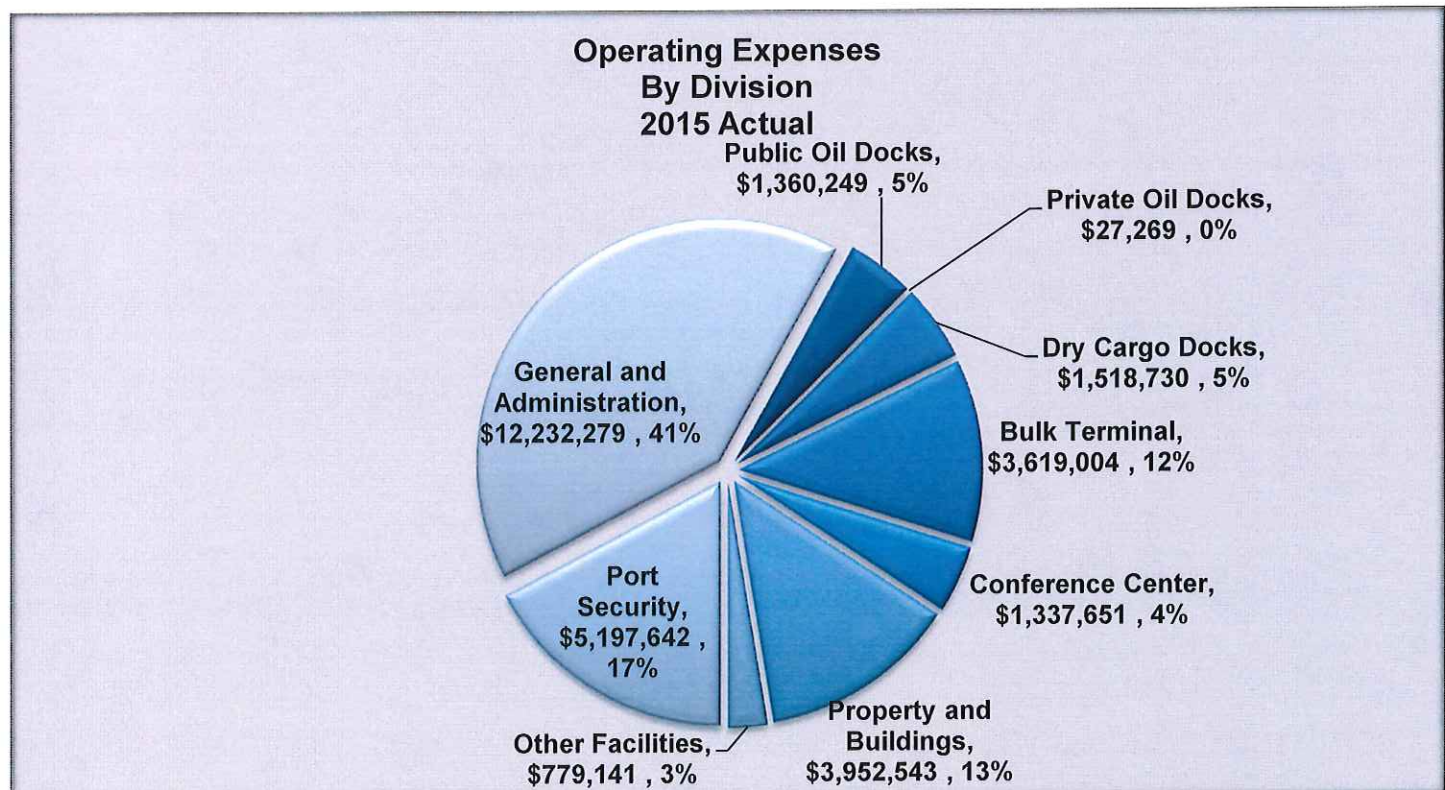
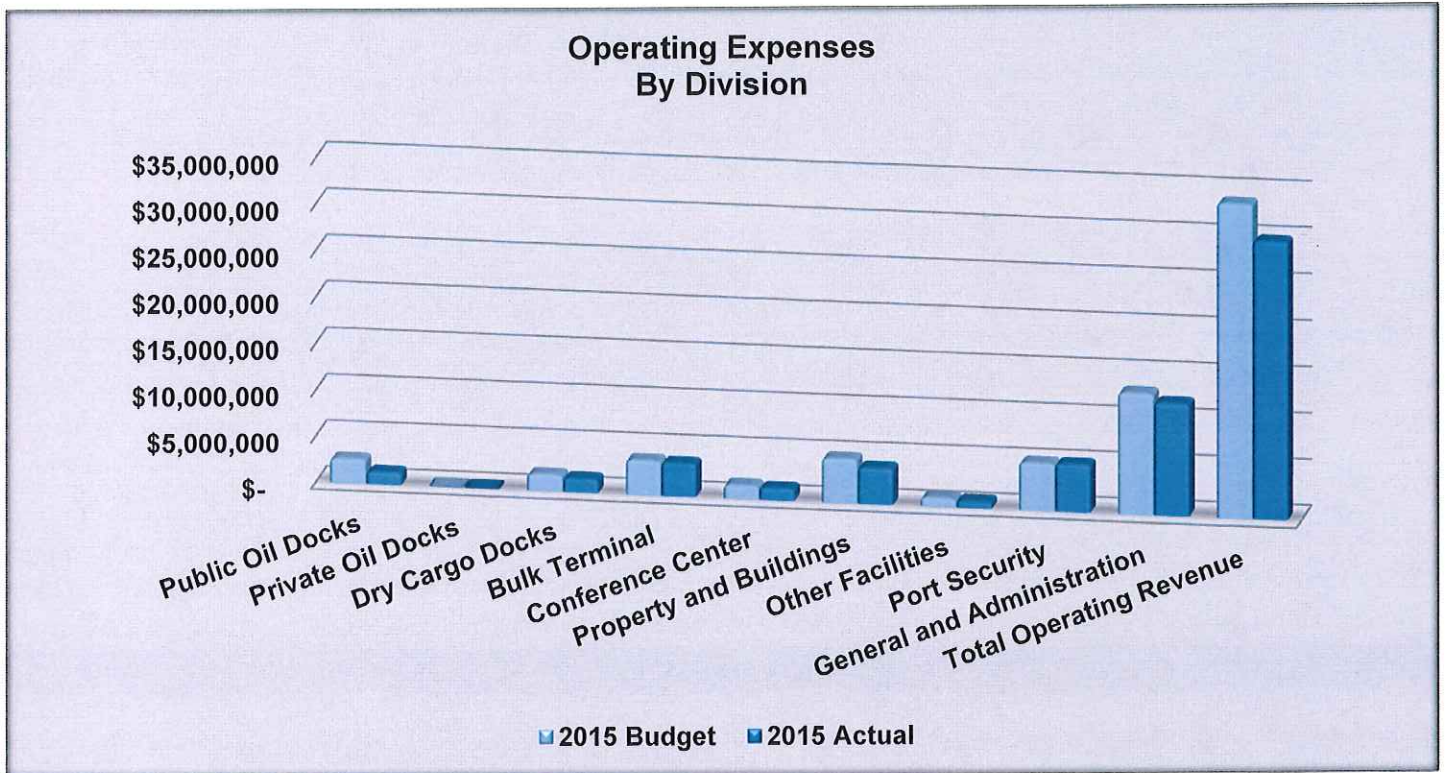
PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS



PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS



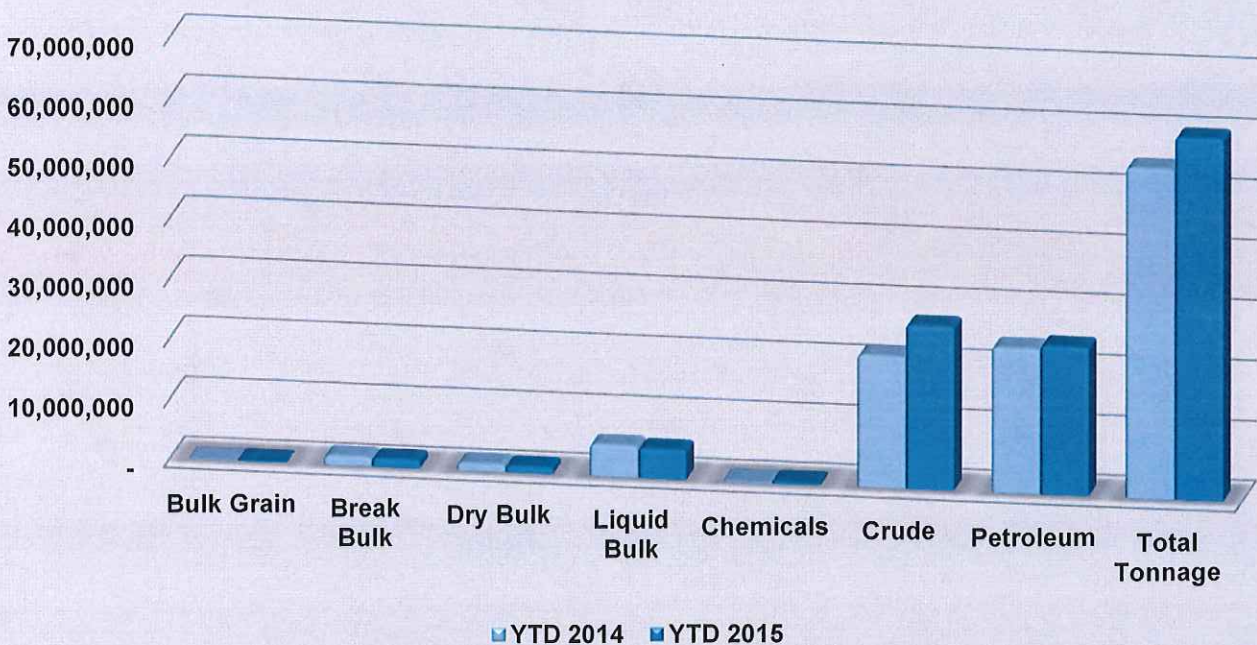
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FINANCIAL RESULTS

TONNAGE

	July		Mth Over Mth Change	%	YTD		Year Over Year Change	%
	2015	2014			2015	2014		
Bulk Grain	38,751	14,841	23,910	161%	195,208	143,730	51,478	36%
Break Bulk	615,844	583,581	32,263	6%	1,427,432	1,555,994	(128,562)	-8%
Dry Bulk	121,498	166,302	(44,804)	-27%	1,065,844	1,281,287	(215,443)	-17%
Liquid Bulk	708,715	996,923	(288,208)	-29%	4,987,093	5,344,846	(357,753)	-7%
Chemicals	37,378	9,107	28,271	310%	395,240	247,719	147,521	60%
Crude	3,700,269	3,825,698	(125,429)	-3%	27,289,480	22,024,191	5,265,289	24%
Petroleum	3,852,638	3,542,910	309,728	9%	24,785,381	24,224,162	561,219	2%
Total Tonnage	9,075,093	9,139,362	(64,269)	-1%	60,145,678	54,821,929	5,323,749	10%

Tonnage



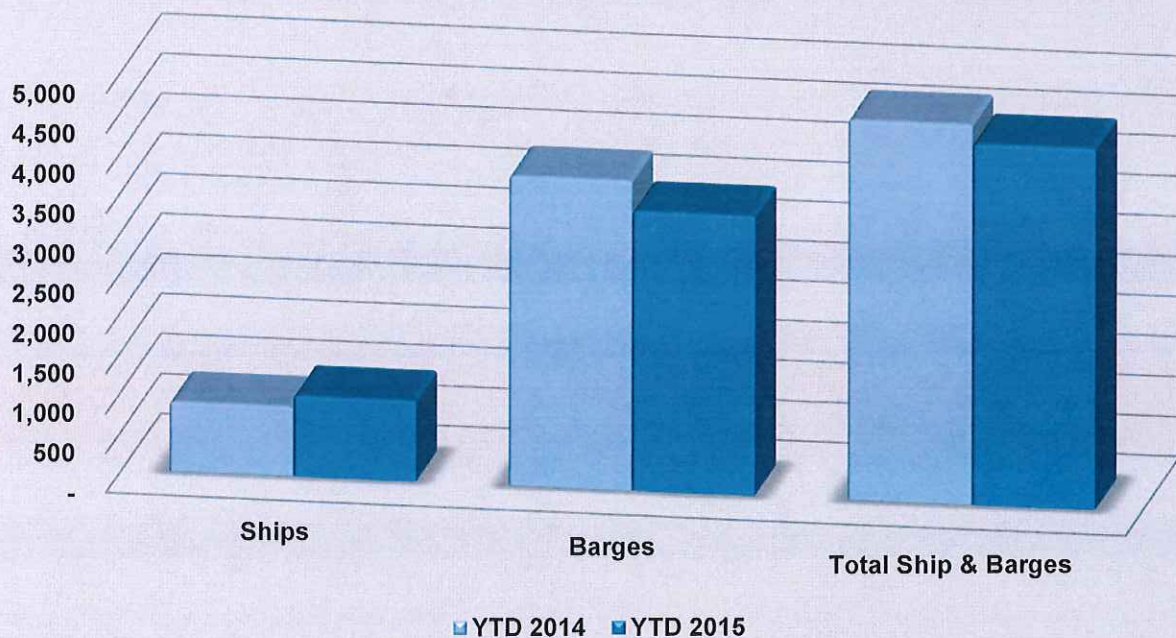
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FINANCIAL RESULTS

SHIP & BARGE MOVEMENTS

	July		Mth Over Mth Change	%	YTD		Year Over Year Change	%
	2015	2014			2015	2014		
Ships	156	150	6	4%	1,019	878	141	16%
Barges	515	666	(151)	-23%	3,500	3,876	(376)	-10%
Total Ship & Barges	671	816	(145)	-18%	4,519	4,754	(235)	-5%

Ships & Barges



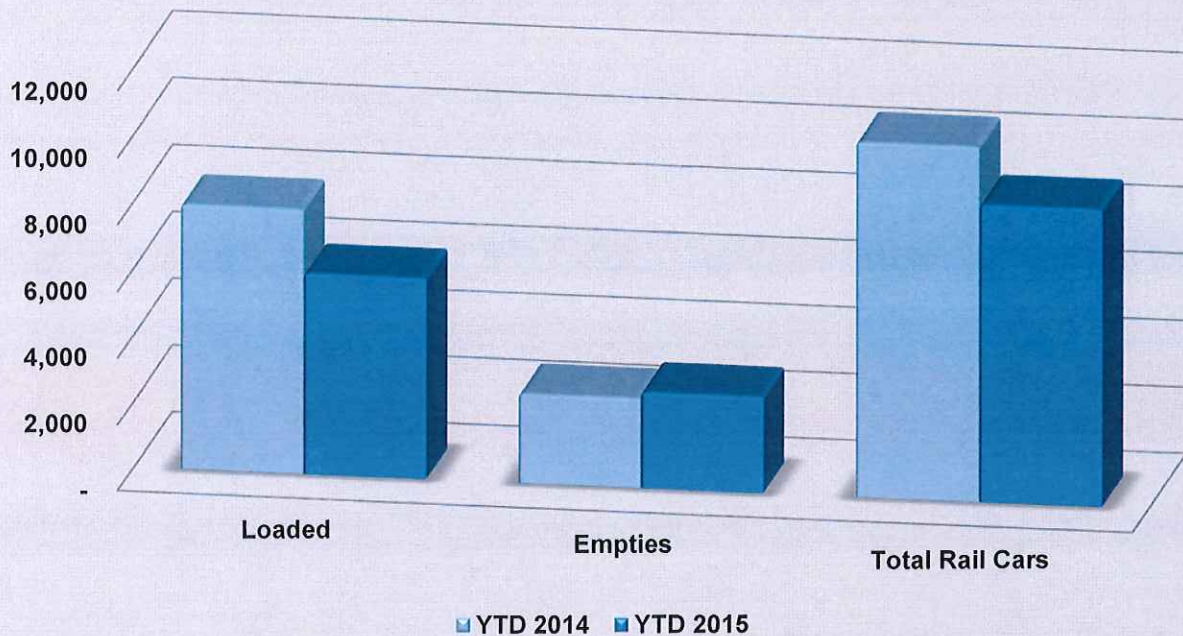
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FINANCIAL RESULTS

RAIL CARS

	July		Mth Over Mth Change	%	YTD		Year Over Year Change	%
	2015	2014			2015	2014		
Loaded	1,050	1,771	(721)	-41%	6,029	7,946	(1,917)	-24%
Empties	297	521	(224)	-43%	2,908	2,710	198	7%
Total Rail Cars	1,347	2,292	(945)	-41%	8,937	10,656	(1,719)	-16%

Rail Cars

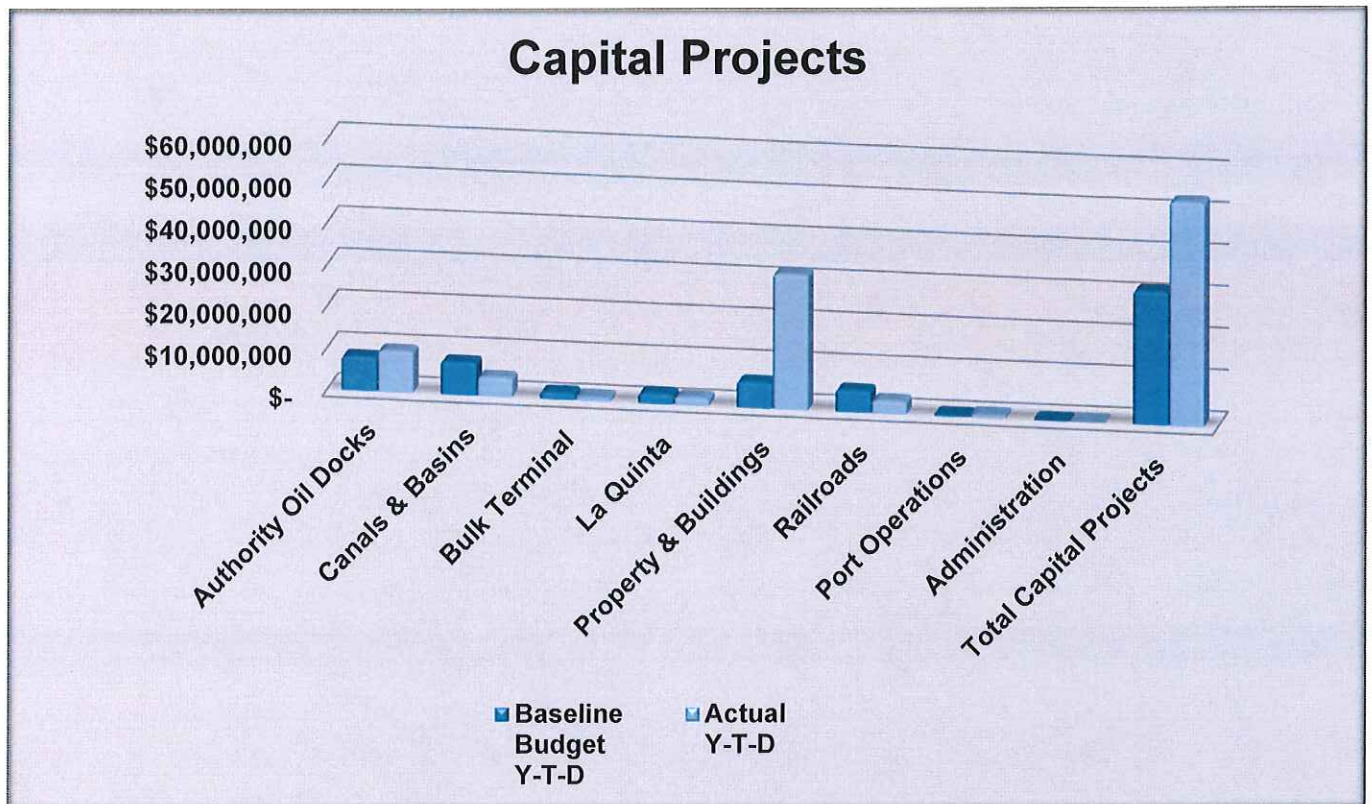


PORT OF CORPUS CHRISTI AUTHORITY

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	\$ 23,469,142	\$ 9,848,676	\$ 13,620,466	\$ 8,124,142	\$ 9,848,676	\$ 1,724,534
Canals & Basins	\$ 12,663,644	\$ 4,556,684	\$ 8,106,960	\$ 7,894,644	\$ 4,556,684	\$ (3,337,960)
Bulk Terminal	\$ 4,055,000	\$ 911,619	\$ 3,143,381	\$ 1,577,000	\$ 911,619	\$ (665,381)
La Quinta	\$ 5,785,000	\$ 1,813,125	\$ 3,971,875	\$ 2,372,000	\$ 1,813,125	\$ (558,875)
Property & Buildings	\$ 18,670,000	\$ 32,255,330	\$ (13,585,330)	\$ 6,187,000	\$ 32,255,330	\$ 26,068,330
Railroads	\$ 19,944,000	\$ 3,139,961	\$ 16,804,039	\$ 5,239,000	\$ 3,139,961	\$ (2,099,039)
Port Operations	\$ 1,755,000	\$ 824,702	\$ 930,298	\$ 410,000	\$ 824,702	\$ 414,702
Administration	\$ 271,400	\$ 112,106	\$ 159,294	\$ 91,000	\$ 112,106	\$ 21,106
Total Capital Projects	\$ 86,613,186	\$ 53,462,203	\$ 33,150,983	\$ 31,894,786	\$ 53,462,203	\$ 21,567,417



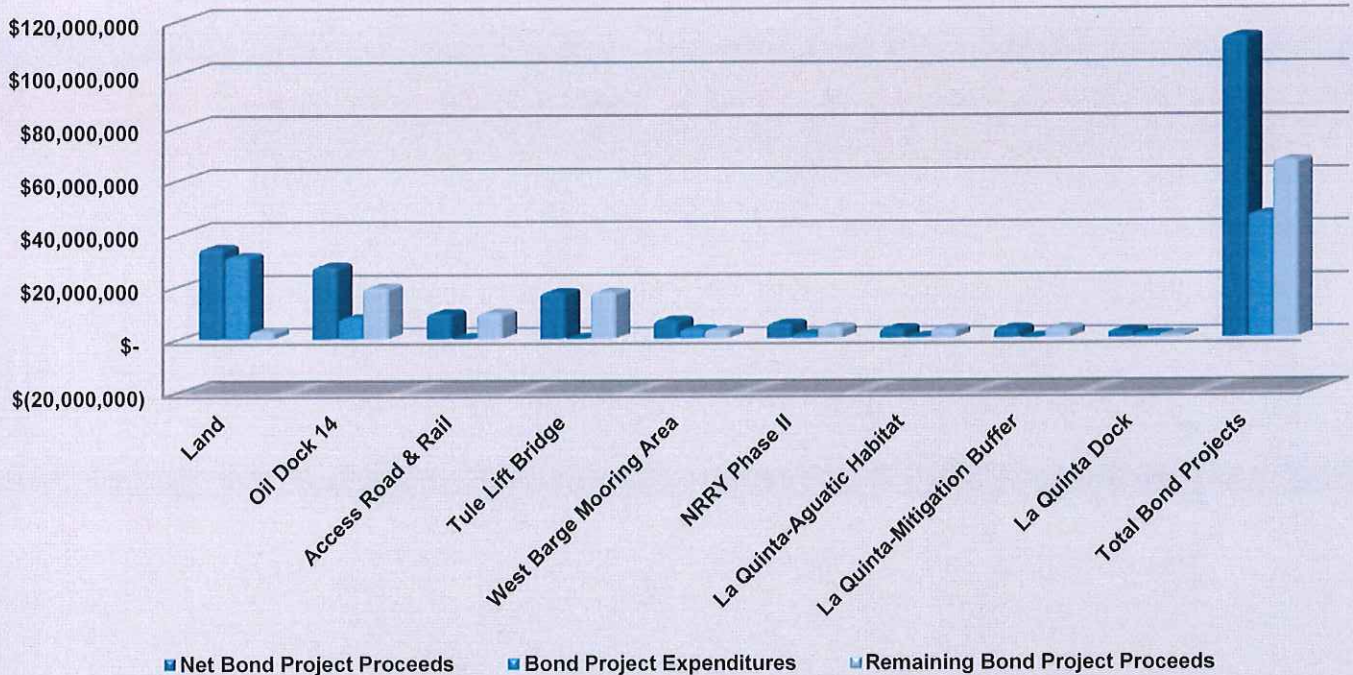
PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

BOND PROJECT PROCEEDS - (As of July 2015)

	Bond Project Proceeds	Bond Issuance Expenses	Net Bond Project Proceeds	Bond Project Expenditures	Remaining Bond Project Proceeds
Land	\$ 34,960,000	\$ (349,499)	\$ 34,610,501	\$ 31,537,717	\$ 3,072,784
Oil Dock 14	\$ 28,000,000	\$ (279,919)	\$ 27,720,081	\$ 8,126,994	\$ 19,593,087
Access Road & Rail	\$ 10,000,000	\$ (99,971)	\$ 9,900,029	\$ (1,301)	\$ 9,901,330
Tule Lift Bridge	\$ 18,000,000	\$ (179,948)	\$ 17,820,052	\$ 22,691	\$ 17,797,361
West Barge Mooring Area	\$ 7,280,000	\$ (72,779)	\$ 7,207,221	\$ 3,719,613	\$ 3,487,608
NRRY Phase II	\$ 6,000,000	\$ (59,983)	\$ 5,940,017	\$ 1,622,479	\$ 4,317,538
La Quinta-Aguatic Habitat	\$ 4,020,000	\$ (40,188)	\$ 3,979,812	\$ 378,963	\$ 3,600,849
La Quinta-Mitigation Buffer	\$ 3,940,000	\$ (39,389)	\$ 3,900,611	\$ (513)	\$ 3,901,124
La Quinta Dock	\$ 2,800,000	\$ (27,992)	\$ 2,772,008	\$ 1,465,976	\$ 1,306,032
Total Bond Projects	\$ 115,000,000	\$ (1,149,667)	\$ 113,850,333	\$ 46,872,619	\$ 66,977,714

Bond Project Proceeds (As of July 2015)



AGENDA ITEM NO. 16

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

NO ATTACHMENT

AGENDA ITEM NO. 17

The Commission will go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice regarding the Bulk Terminal.

NO ATTACHMENT

AGENDA ITEM NO. 18

The Commission will go into executive session pursuant to §551.071 and §551.072 of the Texas Government Code to deliberate the purchase and value of certain real property accessible to the south side of the Inner Harbor and related legal issues.

NO ATTACHMENT

AGENDA ITEM NO. 19

The Commission will go into executive session pursuant to §551.072 and §551.087 of the Texas Government Code to deliberate (i) the purchase and value of certain real property accessible to the north side of the Inner Harbor, and (ii) offering financial or other incentives to a business prospect that PCCA seeks to have locate or expand on the north side of the Inner Harbor and with which PCCA is conducting economic development negotiations.

NO ATTACHMENT

AGENDA ITEM NO. 20

The Commission will go into executive session pursuant to §551.087 of the Texas Government Code to deliberate offering financial or other incentives to a business prospect that PCCA seeks to have locate on the north side of the Viola Channel within the Inner Harbor and with which PCCA is conducting economic development negotiations.

NO ATTACHMENT