Notice of Meeting of the Port Commission of the
Port of Corpus Christi Authority of Nueces County, Texas, on
Tuesday, June 20, 2017, at 9:00 AM
At the Solomon P. Ortiz International Center
402 North Harbor Drive, Corpus Christi, Texas

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

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

Si usted se dirige a la junta y cree que su inglés es limitado, habrá un 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.

1. Call to Order
2. Safety Briefing
3. Pledge of Allegiance
4. Invocation
5. Receive Conflict of Interest Affidavits
6. Minutes
   6.a. Approve minutes of the May 9 and June 13, 2017 Commission meetings.
       May 9, 2017 Minutes
7. Public Comment  (Each speaker is limited to 3 minutes.)

8. Receive report from Security Committee

9. Receive Report from Audit Committee

10. Receive Report from Long-Range Planning Committee

11. Receive final report from the Ad Hoc (Office Building) Committee.

12. Receive the Chairman's announcement on the establishment of a new Office Building Committee and the members and chairperson of that special committee.

13. Presentations
   13.a. Introduction of PCCA Summer Interns.
   
   13.b. Approve a Resolution of Appreciation for Luis Saenz, retiring PCCA employee.
   Resolution - Luis Saenz
   
   13.c. Receive a presentation from AECOM on the Waterway Planning Study.
   AECOM presentation
   
   Legislative Update Summary
   
   13.e. Receive presentation on Hurricane preparedness from PCCA's Emergency Management Manager.

14. Regular Agenda
   Financial Report
   
   Investment Report
   
   14.c. Approve Amendment to Professional Consulting Services Contract with AECOM in an amount of not-to-exceed $15,000 for additional Scope of Work related to the Waterway Planning Study of the Corpus Christi Ship Channel
14.d. Approval of deletion of Tariff Item 265 (Transshipment or Reshipment of Cargo) from Tariff 100-A.
Tariff Item 265 Deletion - Memo

14.e. Award a Construction Contract in the Amount of $544,924.20 to Garrett Construction Company, the Lowest and Best Bidder Based on Bids Received on June 5, 2017, for Bulk Terminal Paving Improvements.
Bulk Terminal Paving Improvements - Memo
Bulk Terminal Paving Improvements - Exhibit
Bulk Terminal Paving Improvements - Bid Tab

14.f. Award a Construction Contract in the Amount of $665,048 to Derrick Construction Company, Inc., the Lowest and Best Bidder Based on Bids Received on May 8, 2017, for Viola Barge Basin Bulkhead Addition.
Viola Basin Bulkhead Addition - Memo
Viola Basin Bulkhead Addition - Exhibit
Viola Basin Bulkhead Addition - Bid Tab

14.g. Award a Construction Contract in the Amount of $664,244 to J.M. Davidson LTD, the Lowest and Best Bidder Based on Bids Received on May 4, 2017, for Oil Dock 3 Barge Breasting Structure Replacement.
JM Davidson OD 3 - Memo
JM Davidson OD3 - Bid Tab
JM Davidson OD3 - Exhibit

14.h. Approve a payment in the amount of $2,521,000 for PCCA’s Operations and Maintenance Cost-Share for the U.S. Army Corps of Engineers Construction Contract to Increase Capacity and Perform Maintenance Activities at Dredge Material Placement Areas No. 1, 2, and 10, and South Shore Dredge Material Placement Area, Cells A & B.
Levee Raise - Memo
Levee Raise - Exhibit

14.i. Authorize Staff to Issue and Request for Qualifications and a Subsequent Request for Proposal to Select a Design Build Team to Design and Construct a New Port of Corpus Christi Office Facility.
Design-Build - Memo
Design-Build - Exhibit

AECOM Air Monitors - Memo  
AECOM Air Monitors - Agreement

14.k. Approve Temporary Rule Change to Tariff 100-A for 3 Hour Notice to Harbormaster for Vessel Movements.  
3 Hour Rule Change - Memo  
3 Hour Rule Change - Attachment

Russell Marine OD 15 - Memo  
Russell Marine OD 15 - Change Order

14.m. Approve a Professional Services Contract in the amount of $235,000 with Govind Development, LLC for Engineering Services associated with developing a bulk liquids handling facility at the former Bulk Dock 3 Layberth.  
Govind Floating Barges - Memo  
Govind Floating Barges - Exhibit  
Govind Floating Barges - Contract

15. 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.

15.a. Approve Professional Engineering Services Contract for an amount of $75,710 with Cardno, Inc. for Procurement Advisory Services and Document Support for Crane Procurement For Bulk Dock 1.  
Cardno - Memo  
Cardno - Contract

15.b. Approve Pipeline Easement with Southcross CCNG Transmission LTD for a 12 inch natural gas pipeline crossing Port of Corpus Christi Authority properties on the north and south side of the Inner Harbor.  
Southcross - Memo  
Southcross - Exhibit  
Southcross - Summary  
Southcross - Easement

15.c. Approve Service Order No. 6 in the amount of $40,002 with Platinum
Environmental Solutions, LLC, under Professional Services Master Agreement No. 10-16, for Environmental Consulting Services to conduct soil and groundwater sampling activities at La Quinta.

Platinum - Memo
Platinum - Service Order
Platinum - Exhibit

15.d. Adopt a Resolution Approving a Memorandum of Agreement with the Department of the Army to Perform Maintenance Dredging of PCCA Bulk Terminal Dock 2 Using $100,000 of Federal Funds Provided under Section 2106 of the Water Resources Reform and Development Act of 2014.

BD 2 MOA - Memo
BD2 MOA - Exhibit
BD2 MOA - Agreement
BD2 MOA - Resolution

15.e. Approve a Professional Engineering Services Contract in the Amount of $154,887 with BathGroup, Incorporated dba Bath Engineering Company for Engineering Services Associated with the Electrical Upgrades at Public Oil Docks 1, 2, 3, 4, 5, 7, 11 and 12.

BathGroup - Memo
BathGroup - Contract

15.f. Award a Construction Contract to Garrett Construction Company, the lowest and best bidder based on bids received on May 18, 2017, in the amount of $193,100 for the Nueces Bay Shoreline Revetment project.

Shoreline Revetment - Memo
Shoreline Revetment - Exhibit
Shoreline Revetment - Bid Tab

15.g. Approve an Amendment to a Professional Services Contract with Hanson Professional Services, Inc. in the amount of $32,370 (for a total of $84,130) for the Roadways and Parking Lot Repairs project to add repairs to Harbor Drive within the Southside Storage Yard.

Hanson - Memo
Hanson - Exhibit
Hanson - Amendment

15.h. Ratify TXDOT HSIP grant application for safety improvements along Joe Fulton International Trade Corridor.

HSIP - Memo
HSIP - Exhibit
HSIP - Project Submission
16. Staff/Commission Comments
   16.a. Executive Director's Report

Executive Director's Report

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

17.a. The Commission will go into executive session pursuant to §551.071 of the Texas Government Code to consult with PCCA's attorney regarding BLAKE CHAPMAN, Individually and on behalf of all others similarly situated, v. VOESTALPINE USA CORP., VOESTALPINE TEXAS HOLDING LLC, and VOESTALPINE TEXAS LLC, Cause Number 2-L17-cv-00174, in the United States District Court for the Southern District of Texas – Corpus Christi Division.

17.b. The Commission will go into executive session pursuant to 551.071 and 551.072 of the Texas Government Code to deliberate the purchase, sale, exchange, and value of certain real property in Nueces County and receive legal advice from PCCA's attorneys regarding the possible purchase, sale, and exchange of this property.

18. Reconvene Open Meeting and Resume Regular Agenda
   18.a. Approve a contract for the purchase of certain real property in Nueces County.

19. Adjourn
OFFICIAL MINUTES OF PORT COMMISSION MEETING
MAY 9, 2017

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, May 9, 2017 at 9:00 a.m., for the regular monthly meeting of the Port Commission.

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

Absent:
Ms. Barbara Canales

Present:
Mr. John P. LaRue
Mr. Sean Strawbridge
Mr. Dennis DeVries
Mr. Jarl Pedersen
Mr. Darrin Aldrich
Ms. Patricia Cardenas
Ms. Rosie Collin
Mr. Russell Cordo
Mr. Tyler Fuhrken
Ms. Sarah Garza
Mr. David Krams
Mr. Ruben Medina
Ms. Sandra Terrell-Davis
Ms. Nelda Olivo
Ms. Lynn Angerstein
Mr. Steven Ashley
Mr. Bland Chamberlain
Mr. Eric Battersby
Ms. Audre Debler
Ms. Sherry DuBois
Mr. Sam Esquivel
Mr. Brett Flint
Mr. Erin Hall
Ms. Donna James-Spruce
Mr. Dan Koesema
Ms. Angela Leyva
Ms. Sonya Lopez
Mr. Dave Michaelsen
Ms. Jennifer Pena
Ms. Carol Rodriguez
Mr. David Villarreal
Mr. Bennie Benavides
Mr. Richard Hernandez
Ms. Jennifer Powell
Mr. Jesse Samu
Ms. Pamela Mota

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

Others Present:
Capt. Jay Rivera
Aransas/CC Pilots Assn.
Mr. Craig Shook
Mr. Robert Swize
Gulf Compress
Mr. Nick Cecava
Freese & Nichols, Inc.
Mr. Dionisio Marquez
Ms. Del Richardson
Mr. Thurman Blake
Ms. Maria Meghani
DRA
Mr. Roger TenNapel
Flint Hills Resources
Mr. William Goldston
ACEL
Mr. Kevin Linz
Mr. Larry Perryman
Mr. Benjamin Schulk
Bay Houston Towing
Ms. Darcy Schroeder
Valero
Mr. Will Nichols
Cheniere
Ms. Sue Zimmermann
Consultant
Mr. Scott Harris
LAN
Mr. Terry Arnold
Consultant
Mr. Raymond Wetegrove
Dagger Island Partners
Mr. Xavier F. Valverde
G&H Towing Co.
Mr. Robert Morris
1. MEETING CALLED TO ORDER.

2. SAFETY BRIEFING PRESENTED.

3. PLEDGE OF ALLEGIANCE RECITED.

4. INVOCATION GIVEN.

5. CONFLICT OF INTEREST AFFIDAVITS. Mr. Hoskins submitted an affidavit for agenda item 12b, stating he would abstain from considering or voting on this item because his daughter-in-law is employed by Freese & Nichols, Inc.

6. MINUTES.

   6a. On motion made by Mr. Engel and seconded by Mr. Valls, the Commission approved the minutes of the April 18, 2017 Commission meeting, in the form presented to the meeting.
7. **PUBLIC COMMENTS.** Comments were received by:

Capt. Jay Rivera – Aransas/Corpus Christi Pilots Association

8. **SECURITY COMMITTEE REPORT.** The Chairman of the committee reported on the committee’s activities since the last regular Commission meeting.

9. **AUDIT COMMITTEE REPORT.** The Chairman of the committee reported that the committee had not met since the last regular Commission meeting.

10. **LONG-RANGE PLANNING COMMITTEE REPORT.** The Chairman of the committee reported that the committee had not met since the last regular Commission meeting.

11. **PRESENTATIONS**

11a. On motion made by Mr. Engel and seconded by Mr. Bowers, the Commission adopted the following resolution:

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Resolution of Appreciation
    For
    The Late Robert David Fields
    President and CEO of Gulf Compress

WHEREAS, Robert David Fields was born in Denver City, Texas to Dan and Joyce Fields; and

WHEREAS, Robert David Fields attended Southwest Texas University and Teas Tech University; and

WHEREAS, Robert David Fields was born and bred in the cotton industry; and

WHEREAS, Robert David Fields served as President and CEO of Gulf Compress in Corpus Christi, Texas; and

WHEREAS, Robert David Fields worked for the Plains Cotton Cooperative Association in Lubbock, Texas and Acuff Gin in Acuff, Texas; and

WHEREAS, Robert David Fields served as past president of the Texas Agricultural Cooperative Council (TACC); and

WHEREAS, Robert David Fields was named Cooperator of the Year in 2012, in addition to being honored as Warehouseman of the Year by the Texas Cotton Association (TCA); and
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WHEREAS, Robert David Fields served as a member of the South Texas Cotton & Grain Producers Association (STCGA) and the Cotton Growers Warehouse Association; and

NOW THEREFORE BE IT RESOLVED that the Port Commission of the Port of Corpus Christi Authority, for itself and on behalf of Port staff and the Port community as a whole, expresses its sincere gratitude and appreciation to the late Robert David Fields for his honorable and outstanding service and dedication to the Coastal Bend community and the many lives he has impacted through his leadership at Gulf Coast Compress and through his support of and friendship to the Port of Corpus Christi Authority; and

BE IT FURTHER RESOLVED that this resolution be made a part of the permanent minutes of this Port Commission and that a signed original of this Resolution be furnished to his beloved wife, Leasa Fields and his children Jacob Fields and Luci Edwards.

11b. After receiving a presentation on the proposed creation of the Ingleside Improvement District, it was duly moved and seconded to table action on this item until after the executive session. The motion passed.

11c. The Commission received a progress report from Del Richardson & Associates Inc. on the Hillcrest Voluntary Real Estate Acquisition and Relocation program.

11d. The Commission received a business development activity report from the Corpus Christi Regional Economic Development Corporation.

12. OPEN SESSION AGENDA.

12a. Staff Recommendation regarding an amendment to the Commission Operating Rules: If the Commission wishes to establish the Long-Range Planning Committee as a standing committee of the Commission, Staff recommends Commission approval of the Amendment No. 1 to the Operating Rules of the Port Commission in the form presented to the meeting.

Action: On motion made by Mr. Engel and seconded by Mr. Valls, the Commission approved Staff’s recommendation. A copy of the amendment is attached to these minutes at Attachment “A”.

12b. Staff Recommendation regarding the La Quinta Terminal Upland Buffer Area Project: Staff recommends approval of a Second Amendment to Service Order No. 7 under Master Services Agreement No. 13-02, in an amount not-to-exceed $385,201 to perform preliminary and final design of the La Quinta Terminal Upland Buffer Area Project and to cover costs associated with increases in the original scope of work for the sound modeling and studies performed. Staff also recommends approval of a $30,000 contingency (approx. 8%) for the design phase
services should it be required to address scope of work changes during the design phase.

Action: On motion made by Mr. Valls and seconded by Mr. Engel, the Commission approved Staff’s recommendations. Mr. Hoskins abstained from voting on this item.

12c. Staff Recommendation regarding the Nueces River Rail Yard Phase II Project: Staff recommends Commission approval of a Change Order with W. T. Byler Co., in an amount not to exceed $3.9 million to extend Track A to tie into the Tule Lake Rail Yard for a total construction contract amount of $28,776,692.75 and an increase in Contract Time by 365 days. Staff also recommends approval of an additional $300,000 in contingency to allow for payment for scope of work changes and for those items without already established unit cost rates required to complete the extension of Track A to the Tule Lake Rail Yard.

Action: On motion made by Mr. Valls and seconded by Mr. Bowers, the Commission approved Staff’s recommendations.

12d. Staff Recommendation regarding the Nueces River Rail Yard Phase II Project and the Mike Carrell Road Project: To maintain continuity on completion of the NRRY – Phase II Project, as well as continued service through the proposed Track A Extension Change Order and the upcoming Mike Carrell Road project, staff recommends approval of an amendment to a Professional Services Contract with AG/CM Inc., for a not-to-exceed amount of $410,850 to provide construction inspection, documentation, and management services at a rate of $22,825 per month for an eighteen-month period:

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

13. CONSENT AGENDA. Individual Commissioners requested that Consent Agenda Items 13a, 13c, 13f, and 13h, be considered separately. Then, Mr. Valls moved the approval of the remaining Consent Agenda Items by one vote (the “Consent Agenda Motion”), in accordance with the respective staff recommendations and agreements furnished to the Commission at the meeting. Mr. Squires seconded the motion and the motion passed without objection.

13a. Staff requested Commission approval to apply for a Diesel Emission Reduction Act grant to be used toward the purchase and installation of electrified parking space equipment and, potentially, the construction of the Truck Queuing Area project. Staff estimated current project cost to be $15.9 million, and recommended a maximum grant request of $2.1 million. After discussion, there was no motion to authorize this grant application.
13b. By approval of the Consent Agenda Motion, the Commission awarded a Construction Contract, in the amount of $72,868.00 to Ram-Bro Contracting, the lowest and best bidder based on bids received on March 31, 2017, for interim improvement and stabilization of the Permian Yard.

13c. On August 16, 2016, PCCA and Coastal Bend Demolition, Inc., entered into an Indefinite Delivery Indefinite Quantity Contract for Residential and Commercial Demolition and Property Clearing Services in connection with the Harbor Bridge Replacement Project. By separate motion duly made and seconded, the Commission approved, in the form presented to the meeting, the First Amendment to this contract to add pest and rodent control services.

13d. By approval of the Consent Agenda Motion, the Commission approved the purchase of four (4) vehicles from Silsbee Ford using Government pricing from the State of Texas BuyBoard Cooperative program in the amount of $126,795.20.

13e. By approval of the Consent Agenda Motion, the Commission approved an Amendment to a Service Order with HDR Engineering, Inc., under Professional Services Master Agreement No. 13-01, in the amount of $16,611.21 for additional services on the evaluation of the Sherwin site.

13f. After discussion, by separate motion duly made and seconded, the Commission awarded a Purchase Contract in the amount of $111,747.00 to Johnstone Supply Shepherd through the Texas Cooperative Purchasing Program for eight explosion proof air conditioning units for PCCA Public Oil Dock facilities.

13g. By approval of the Consent Agenda Motion, the Commission authorized the purchase of portable police radios from Dailey & Wells Communications.

13h. Staff issued a request for proposals for an energy management consultant to assist PCCA with various electrical objectives, including renewal analysis and negotiation of a retail electric contract, coordinating energy efficiency projects, resolving power outages, coordinating AEP easements related to the Harbor Bridge relocation and other commercial needs. Staff recommended awarding a five-year Energy Management Services Contract to Thomas Engineering Inc., the sole respondent to the RFP, in the amount of $120,000. After discussion, there was no motion to approve this contract.

13i. By approval of the Consent Agenda Motion, the Commission approved a Valve Site Easement with Air Liquide Large Industries U.S. LP for a .021-acre valve site at La Quinta Terminal Gateway west of Dredge Material Placement Area No. 14 through May 8, 2022.
13j. By approval of the Consent Agenda Motion, the Commission approved an Easement and Right-of-Way Agreement with AEP Texas, Inc. for electrical service to Oil Dock 15.

14. EXECUTIVE DIRECTOR REPORT AND COMMISSIONER COMMENTS:

14a. The Executive Director submitted his report on upcoming community events, PCCA events and activities of the following PCCA departments during the preceding month – Safety, Community Relations, Communications, Government Affairs, Business Development, Foreign Trade Zone, Ortiz Center, Human Resources, Security, Operations, Engineering Services, Finance, Real Estate, and Environmental.

14b. Mr. Zahn then asked for comments from the Commissioners.

15. EXECUTIVE SESSION: At 11:26 a.m., Mr. Zahn announced the Commission would go into executive session pursuant to §551.071, §551.072, and §551.074 of the Texas Government Code to deliberate agenda items 11b, 15a, 15b, 15c, 15d, and 15e, which were described in the agenda of the meeting as follows:

11b. The Commission may go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice from PCCA’s attorney regarding HB 4275 creating the Ingleside Improvement District.

15a. The Commission will go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice from PCCA’s attorneys regarding a pending EEOC claim.

15b. The Commission will go into executive session pursuant to §551.074 of the Texas Government Code to deliberate the evaluation of the Executive Director with the Executive Director.

15c. The Commission will go into executive session pursuant to §551.074 of the Texas Government Code to deliberate the evaluation of the Executive Director with the Executive Director.

15d. The Commission will go into executive session pursuant to §551.074 of the Texas Government Code to deliberate the evaluation of the Deputy Executive Director & Chief Operating Officer with the Deputy Executive Director & Chief Operating Officer.

15e. The Commission will go into executive session pursuant to §551.071 and §551.072 of the Texas Government Code to deliberate the purchase, sale, exchange, and value of certain real property in San Patricio County and receive legal advice from PCCA’s attorneys regarding the possible purchase, sale, and exchange of this property.
RECONVENE IN OPEN SESSION. The Chairman reconvened the meeting in open session at 1:26 p.m., to take action on agenda item 11b.

11b. On motion made by Mr. Squires and seconded by Mr. Bowers, the Commission tabled consideration of a resolution consenting to the annexation of certain property by the Ingleside Improvement District, if created.

16. ADJOURN. On motion duly made and seconded, the meeting was adjourned at 1:27 p.m.
ATTACHMENT “A”

AMENDMENT NO. 1 TO THE OPERATING RULES OF THE PORT COMMISSION OF THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

The Port Commission of the Port of Corpus Christi Authority of Nueces County, Texas adopted the current Operating Rules of the Port Commission (the “Operating Rules”) at a Commission meeting held on February 17, 2015. At a Commission meeting held on May 9, 2017, at least two-thirds of all Port Commissioners voted to amend Section 4 of the Operating Rules in its entirety to read as follows effective immediately:

Section 4. Port Commission Committees. (Amended May 9, 2017)

As of May 9, 2017, the Port Commission has three standing committees – the Audit Committee, the Security Committee, and the Long Range Planning Committee. The Port Commission may establish additional standing committees from time to time by an amendment to these Operating Rules.

The functions of the Audit Committee are to review the financial affairs of PCCA, to make recommendations with respect to the selection of PCCA’s auditors, to meet with PCCA’s auditors to review their annual audit report of PCCA’s activities, and to act as a designated investment committee advising the investment officer of PCCA pursuant to Section 2256.0005(e), Texas Government Code, and PCCA’s Investment Policy, as amended from time to time. The Audit Committee shall consist of three Port Commissioners.

The functions of the Security Committee are to periodically review and make recommendations regarding the security of PCCA and the Port of Corpus Christi and to consult with PCCA’s Chief of Police or a regular basis concerning these matters. The Security Committee shall consist of three Port Commissioners.
The functions of the Long Range Planning Committee are to assist the Port Commission in fulfilling its responsibilities with respect to oversight of PCCA’s Strategic Plan 2014-2020 ("Strategic Plan"), including the Property Planning Guide described in the Strategic Plan, and evaluation of strategic transactions and significant capital projects for consistency with the Strategic Plan. The Long Range Planning Committee shall consist of three Port Commissioners.

The Chair may establish or abolish special committees from time to time in the Chair’s sole discretion. The Chair will appoint the members and the chairperson of each standing or special committee as soon as practicable after the Chair’s election or the establishment of such committee, as the case may be.

The Chair will also appoint PCCA’s representatives on the governing boards or committees of any outside organizations to which PCCA has the right to appoint representatives. The Port Commission will elect the directors of PCCA’s Industrial Development Corporation in accordance with the bylaws of the corporation.
OFFICIAL MINUTES OF PORT COMMISSION MEETING
June 13, 2017

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, June 13, 2017, at 2:30 p.m., for a special called meeting of the Port Commission.

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

Present:
Mr. John P. LaRue
Mr. Sean Strawbridge
Mr. Dennis DeVries
Mr. Jarl Pedersen
Mr. Darrin Aldrich
Ms. Rosie Collin
Ms. Nelda Olivo
Mr. Kent Britton
Ms. Audre Debler
Ms. Lynn Angerstein
Ms. Sherry DuBois
Mr. Brett Flint
Ms. Donna James-Spruce

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

Others Present:
Mr. Bob Paulison
Port Industries
Mr. Roger TenNapel
Flint Hills Resources
Ms. Leah Olivarri
Olivarri & Associates

1. Chairman Zahn called the meeting to order.

2. The Commission and audience received a safety briefing.

3. The Pledge of Allegiance was recited.
4. The invocation was given.

5. Chairman Zahn asked for Conflict of Interest Affidavits. None were received.

6. Chairman Zahn asked for comments from the public. None were received.

7. **Open Agenda**
   
   7a. The Commission received a presentation on the Desalinization project.

   *At 3:46 p.m., Mr. Zahn announced that the Commission would go into executive session pursuant to §551.074 of the Texas Government Code to deliberate agenda item 8, which was described in the agenda of the meeting as follows:*

8. **Executive Session**
   
   8a. The Commission will go into Executive Session pursuant to §551.074 of the Texas Government Code to deliberate the performance of the Executive Director and the Deputy Executive Director & Chief Operating Officer.

   *At 5:45 p.m., the Chairman reconvened the meeting in open session.*

9. There being no further business, the meeting adjourned at 5:46 p.m.
RESOLUTION OF APPRECIATION
FOR
LUIS ARTURO SAENZ

WHEREAS, for 32 years, Luis has worked diligently for the Port of Corpus Christi Authority, at the Grain Elevator and in the Maintenance Department; and

WHEREAS, on July 5th 1984, Luis Saenz was hired as a Laborer at the Grain Elevator, and after 11 years of dedicated service, was promoted to Assistant Operator; and

WHEREAS, on February 1, 1996, Luis was transferred to the Maintenance Department as a Maintenance Worker, and worked as a Groundskeeper and Welder Assistant for a total of 21 years at the Maintenance Department; and

WHEREAS, Luis scrupulously performed the duties required of each responsibility, setting the bar high for his colleagues and doing his part to ensure our community prospered, and our port’s vision realized; and

WHEREAS, Luis Saenz has performed such duties with fairness, honesty, and integrity; and

WHEREAS, Luis was known for his composed demeanor, his reliability, and his unfailing work ethic; and

NOW THEREFORE BE IT RESOLVED, upon his retirement, effective May 16, 2017, the Port Commission of the Port of Corpus Christi Authority, for itself and on behalf of the Port staff and the Port community as a whole, expresses its sincere gratitude and appreciation for the decades of services that Luis Arturo Saenz has given to the Port of Corpus Christi Authority, the citizens of the Coastal Bend, and to the maritime industry; and

BE IT FURTHER RESOLVED this resolution be made a part of the permanent minutes of this Port Commission meeting, June 20th 2017 and that a signed original of this Resolution be furnished to Luis Saenz and presented to Luis, his spouse, Maria Saenz and their two sons Arturo and Abraham Saenz.

May God Bless and Keep You on Your Journey
Project Goals

- Understand existing port operations
- Understand Port user future plans
- Develop market projections for port activity through 2036
  - Cargo moved
  - Vessel types used
- Use simulation to evaluate the benefit of dredging projects
Stakeholder Survey Status
41 stakeholders surveyed

- Responded: 45%
- Partially Responded: 16%
- No Response: 39%
Port-wide Commodity Forecast Results

![Graph showing commodity forecast results for different years and categories: All Vessels, Breakbulk, Bulk Grain, Chemical, Dry Bulk, Petroleum - Crude Oil, Petroleum - Petroleum Products, LNG.](Image)
POCC Vessel Distribution 2015 vs 2036

Annual Vessel Arrivals

- LNGC
- Other Suezmax
- Aframax
- Panamax
- Sub Panamax

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Simulation Demo

Phase 2

Cut B

Phase 1

Cut A
Future Projects Analyzed

- Phase 1: Widen and deepen channel from Gulf to the Bridge (Cuts A and B)
- Phase 2: Deepen the Inner Harbor
- Sensitivity cases
  - Allow large ships to move at night
  - Allow ships to meet LNGC ships
Phase 1 Project vs No Project

<table>
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<th>Year</th>
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<td>2021</td>
<td>60%</td>
<td>127%</td>
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<tr>
<td>2026</td>
<td>73%</td>
<td>171%</td>
</tr>
<tr>
<td>2036</td>
<td>75%</td>
<td>190%</td>
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Phase 1 Project Value
Based on reduction of vessel delay

- 2021 = $26M
- 2026 = $40M
- 2036 = $52M
- Based on $20-$40k per vessel-day value of delay
Conclusions

- Project will have very large benefits from reduced vessel delay
- Project will also increase safety and vessel sailing speed by moving barges out of main channel
- Significant benefits from relaxation of rules on big ship movement
  - Large ship movement at night
  - Meets with LNGC ships
- Darkness, weather, and terminal specific capacity issues will still cause some queuing regardless of Port improvements
Potential Future Study Updates

• Fresh market projections adjusted for recent activity and new projects
• Sensitivity to different vessel operating strategies
  – Mandatory convoys
  – One-way flow by time of day
• Dynamic linking of cargo volume moved to vessel draft
• Analysis of different dredging projects
  – Widening only
  – Only widening Cut B to match Cut A
• Analysis of individual terminal operations to determine throughput capacity and optimal upgrades to berth and backland equipment
Questions?
Reference Slides
## Summary of Responses

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<td>40%</td>
<td>20%</td>
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*N/A means answer was not applicable or the stakeholder chose not to answer the question.*
Future Ship Data by Class

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<tr>
<th>Rule</th>
<th>LNGC</th>
<th>Suezmax</th>
<th>Aframax</th>
<th>Panamax</th>
<th>Handy</th>
<th>Sub-handly</th>
<th>ATB (Ocean Barge)</th>
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<td>2.5</td>
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<td>158</td>
<td>138</td>
<td>106</td>
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<td>25</td>
<td>20</td>
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- Base case model prohibits any ship from meeting an LNGC
# Vessel Meeting Restrictions

*b* = beam, *d* = draft  
lowercase = before project  
Uppercase = after project

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<th>Vessel</th>
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<th>Handy</th>
<th>Panamax light</th>
<th>Panamax heavy</th>
<th>Aframax light</th>
<th>Aframax heavy</th>
<th>Suezmax light</th>
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<td></td>
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<tr>
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<td>b</td>
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<td>b</td>
<td>b,d,D</td>
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<td>Aframax light</td>
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<td>b,d,D</td>
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<td>158</td>
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<td>b</td>
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Modelled Vessel Speeds

No Project reduced by 1kn vs typical to account for barge interference

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Impact of Coastal Barges in Simulation Model

• Reduction in berth availability for terminals that handle both coastal barges and deep-sea vessels

• Reduction in vessel speed in channel for No Project case due to occasional barge interference
AECOM vs. EAI Forecast

Outbound Crude Oil, Condensate, & Petroleum Products Combined

- **2016**
  - AECOM: 20,000,000
  - EAI Inc Low: 20,000,000
  - EAI Inc Base: 20,000,000
  - EAI Inc High: 20,000,000

- **2025**
  - AECOM: 120,000,000
  - EAI Inc Low: 80,000,000
  - EAI Inc Base: 60,000,000
  - EAI Inc High: 40,000,000
Other Stakeholder Assumptions

• Thirteen (13) new facilities or expansions will be operating by 2019.
• These facilities will include crude oil, petroleum products, dry bulk, LNG, and breakbulk cargo throughput.
• Total new tonnage will be approximately 83 – 120 million short tons per year.
• Much of the new tonnage, particularly crude oil, will be transported on larger vessels.
## Summary of Responses

*N/A means answer was not applicable or the stakeholder chose not to answer the question.*

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Ship Creation and Arrival Logic

• Ship is created at sea at specified time +- a few hrs
• Proceeds to berth if possible based on:
  – Berth availability
    • No ship currently berthed?
    • Maintenance or backland restriction?
  – Night restriction
  – No fog/wind closure
  – Channel has room for the ship (combined beam and draft)
• First come first served, but ships can bypass others if they meet the criteria (non-Suez at night won’t wait behind a Suez for example)
• LNGC ships have special rules regarding arrivals and meets
Simulation Results Summary

100 simulated weeks were used to generate each output summary data point.
Channel Profiles

combined draft meet limits are eliminated in Phase 1

Existing

Phase 1

Phase 2

Inner Harbor  Cuts A and B  Gulf >
Port-wide Commodity Forecast Results:

- **2017:** 120.8 million tons
- **2021:** 143.8 million tons
  - 5-year Annual Growth Rate (2017 to 2021): 4.46%
- **2026:** 152.9 million tons
  - 10-year Annual Growth Rate (2017 to 2026): 2.66%
- **2036:** 169.6 million tons
  - 20 year Annual Growth Rate (2017 to 2036): 1.80%
- **Allocated Commodity Forecast to Docks using the 2015 Harbor Master Vessel Data & Stakeholder interviews**
Example POCC Demurrage Costs

![Graph showing the relationship between vessel beam (ft) and demurrage per day ($000).](image-url)
SB 1129
Author: Hinojosa
Sponsor: Herrero
Last Action: 05/28/2017 E Sent to the Governor
Caption Version: Enrolled
Caption: Relating to franchises granted by navigation districts.
House Committee: Transportation (Out)
Senate Committee: Transportation (Out)
Companion: HB 2593 by Herrero, Identical, 05/08/2017 H Committee report sent to Calendars

Term of Franchise

SB 1131
Author: Hinojosa
Sponsor: Herrero
Last Action: 06/01/2017 E Effective on 9/1/17
Caption Version: Enrolled
Caption: Relating to the powers and duties of a designated officer of a navigation district.
House Committee: Transportation (Out)
Senate Committee: Transportation (Out)
Companion: HB 2592 by Herrero, Identical, 05/08/2017 H Committee report sent to Calendars

County Treasurer

SB 1133
Author: Hinojosa | et al.
Sponsor: Herrero
Last Action: 05/26/2017 E Effective immediately
Caption Version: Enrolled
Caption: Relating to the exemption from taxes and special assessments of property of a navigation district.
House Committee: Ways & Means (Out)
Senate Committee: Transportation (Out)
Companion: HB 2591 by Herrero | et al., Identical, 05/10/2017 H Laid on the table subject to call

Tax Exemption

SB 1395
Author: Creighton | et al.
Sponsor: Perez
Last Action: 06/01/2017 E Effective immediately
Caption Version: Enrolled
Caption: Relating to the powers and duties of navigation districts and port authorities.
House Committee: Transportation (Out)
Senate Committee: Transportation (Out)
Companion: HB 1528 by Perez, Identical, 05/08/2017 H Comm. report sent to Local & Consent Calendar

Senate Omnibus Bill
FINANCIAL REVIEW
For the Quarter Ended
March 31, 2017

PORT CORPUS CHRISTI®
Moving America’s Energy

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- Net Position
- Revenues and Expenses
- Tonnage/Ship & Barges
- Capital Projects
- Bond Projects
# Net Position

## Statement of Net Position

<table>
<thead>
<tr>
<th></th>
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<th>March 2016</th>
<th>Annual Change</th>
<th>%</th>
<th>March 2016</th>
<th>Year-Over-Year Change</th>
<th>%</th>
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<td>Cash/ Investments</td>
<td>$188,700,504</td>
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<td>$3,071,188</td>
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<td>$166,914,814</td>
<td>$21,785,690</td>
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<td>A/R</td>
<td>$25,052,343</td>
<td>$28,733,764</td>
<td>($3,681,421)</td>
<td>-13%</td>
<td>$14,555,442</td>
<td>$10,496,901</td>
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<td>Restricted Assets</td>
<td>$69,388,982</td>
<td>$70,859,926</td>
<td>($1,470,944)</td>
<td>-2%</td>
<td>$87,989,792</td>
<td>($18,600,810)</td>
<td>-21%</td>
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<tr>
<td>P P &amp; E, net</td>
<td>$405,116,264</td>
<td>$390,123,868</td>
<td>$14,992,396</td>
<td>4%</td>
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<td><strong>Total Assets</strong></td>
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<td>-</td>
<td>0%</td>
<td>$1,958,889</td>
<td>$3,570,313</td>
<td>182%</td>
</tr>
<tr>
<td><strong>Total Deferred Outflows</strong></td>
<td><strong>$5,529,207</strong></td>
<td><strong>$5,529,207</strong></td>
<td>-</td>
<td>0%</td>
<td><strong>$1,958,889</strong></td>
<td><strong>$3,570,313</strong></td>
<td>182%</td>
</tr>
<tr>
<td>Current Liabilities</td>
<td>$15,555,072</td>
<td>$9,817,273</td>
<td>$5,737,799</td>
<td>58%</td>
<td>$10,997,963</td>
<td>$4,557,109</td>
<td>41%</td>
</tr>
<tr>
<td>Unearned Income</td>
<td>$34,442,633</td>
<td>$34,146,050</td>
<td>$296,583</td>
<td>1%</td>
<td>$12,833,505</td>
<td>$21,609,128</td>
<td>168%</td>
</tr>
<tr>
<td>Long-term Debt</td>
<td>$110,640,000</td>
<td>$110,640,000</td>
<td>-</td>
<td>0%</td>
<td>$115,000,000</td>
<td>($4,360,000)</td>
<td>-4%</td>
</tr>
<tr>
<td>Other</td>
<td>$5,742,719</td>
<td>$5,781,876</td>
<td>($39,157)</td>
<td>-1%</td>
<td>$4,456,297</td>
<td>$1,286,422</td>
<td>29%</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td><strong>$166,380,424</strong></td>
<td><strong>$160,385,199</strong></td>
<td><strong>$5,995,225</strong></td>
<td>4%</td>
<td><strong>$143,287,765</strong></td>
<td><strong>$23,092,659</strong></td>
<td>16%</td>
</tr>
</tbody>
</table>
| Deferred Inflows-Pension | $180,958 | $180,958 | - | 0% | - | $180,958 | 100%
| **Total Deferred Inflows** | **$180,958** | **$180,958** | - | 0% | **$180,958** | **$180,958** | 100%|
| Investment in Net Assets | $316,357,489 | $306,107,673 | $10,249,816 | 3% | $290,093,226 | $26,264,263 | 9%|
| Restricted Net Position | $36,756,465 | $36,031,915 | $724,550 | 2% | $36,042,967 | $713,498 | 2%|
| Unrestricted Net Position | $176,596,887 | $179,943,241 | ($3,346,354) | -2% | $167,298,479 | $9,298,408 | 6%|
| **Total Net Position** | **$529,710,841** | **$522,082,829** | **$7,628,012** | 1% | **$493,434,672** | **$36,276,169**       | 7% |
### Revenues & Expenses

#### Statement of Revenues and Expenses

<table>
<thead>
<tr>
<th></th>
<th>March YTD</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2017</td>
<td>2016</td>
</tr>
<tr>
<td>Wharfage</td>
<td>$11,405,361</td>
<td>$10,272,229</td>
</tr>
<tr>
<td>Dockage</td>
<td>$3,463,250</td>
<td>$2,990,271</td>
</tr>
<tr>
<td>Security</td>
<td>$1,657,609</td>
<td>$1,493,788</td>
</tr>
<tr>
<td>Other Shipping Services</td>
<td>$2,535,566</td>
<td>$1,736,731</td>
</tr>
<tr>
<td>Building and Land Rental</td>
<td>$3,029,473</td>
<td>$2,864,043</td>
</tr>
<tr>
<td><strong>Total Operating Revenues</strong></td>
<td>$22,091,259</td>
<td>$19,357,062</td>
</tr>
<tr>
<td>Employee Services</td>
<td>$4,571,371</td>
<td>$4,507,425</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$792,238</td>
<td>$1,416,699</td>
</tr>
<tr>
<td>Utilities/ Telephone</td>
<td>$369,092</td>
<td>$381,343</td>
</tr>
<tr>
<td>Insurance</td>
<td>$386,481</td>
<td>$444,535</td>
</tr>
<tr>
<td>Profit/ Contracted Services</td>
<td>$1,306,076</td>
<td>$1,419,634</td>
</tr>
<tr>
<td>Operator/ Event Expenses</td>
<td>$456,496</td>
<td>$383,548</td>
</tr>
<tr>
<td>Admin/Trade Dvp/Other</td>
<td>$1,074,392</td>
<td>$990,459</td>
</tr>
<tr>
<td>Depreciation</td>
<td>$3,131,556</td>
<td>$3,287,742</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td>$12,089,702</td>
<td>$12,501,300</td>
</tr>
<tr>
<td>Net Operating Income/(Loss)</td>
<td>$10,001,557</td>
<td>$6,855,762</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$1,271,713</td>
<td>$595,971</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>$17,732</td>
<td>$15,579</td>
</tr>
<tr>
<td>Gain/(Loss) Disposal of Assets</td>
<td>$(9,091)</td>
<td>$(9,091)</td>
</tr>
<tr>
<td>Interest/Bond Expense</td>
<td>$(1,028,679)</td>
<td>$(1,037,194)</td>
</tr>
<tr>
<td>Other Expense</td>
<td>$(3,622,301)</td>
<td>$(3,000,000)</td>
</tr>
<tr>
<td><strong>Other Revenue/(Expenses)</strong></td>
<td>$(3,370,625)</td>
<td>$(3,425,644)</td>
</tr>
<tr>
<td>Net Income/(Loss)</td>
<td>$6,630,932</td>
<td>$3,430,118</td>
</tr>
</tbody>
</table>
# Tonnage/Ships & Barges

## Tonnage

<table>
<thead>
<tr>
<th></th>
<th>March 2017</th>
<th>March 2016</th>
<th>Mth Over Mth Change</th>
<th>%</th>
<th>YTD 2017</th>
<th>YTD 2016</th>
<th>YTD Year Over Year Change</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bulk Grain</td>
<td>525,491</td>
<td>270,880</td>
<td>254,611</td>
<td>94%</td>
<td>1,452,212</td>
<td>328,313</td>
<td>1,123,899</td>
<td>342%</td>
</tr>
<tr>
<td>Break Bulk</td>
<td>46,099</td>
<td>16,995</td>
<td>29,104</td>
<td>171%</td>
<td>129,502</td>
<td>57,028</td>
<td>72,474</td>
<td>127%</td>
</tr>
<tr>
<td>Dry Bulk</td>
<td>567,861</td>
<td>499,577</td>
<td>68,284</td>
<td>14%</td>
<td>1,575,552</td>
<td>1,774,196</td>
<td>(198,644)</td>
<td>-11%</td>
</tr>
<tr>
<td>Liquid Bulk</td>
<td>26,320</td>
<td>40,851</td>
<td>(14,531)</td>
<td>-36%</td>
<td>211,781</td>
<td>115,232</td>
<td>96,549</td>
<td>84%</td>
</tr>
<tr>
<td>Chemicals</td>
<td>225,973</td>
<td>267,435</td>
<td>(41,462)</td>
<td>-16%</td>
<td>652,486</td>
<td>612,571</td>
<td>39,915</td>
<td>7%</td>
</tr>
<tr>
<td>Crude</td>
<td>3,414,137</td>
<td>2,977,480</td>
<td>436,657</td>
<td>15%</td>
<td>10,178,267</td>
<td>8,732,888</td>
<td>1,445,379</td>
<td>17%</td>
</tr>
<tr>
<td>Petroleum</td>
<td>3,827,385</td>
<td>3,949,239</td>
<td>(121,854)</td>
<td>-3%</td>
<td>11,426,049</td>
<td>11,762,840</td>
<td>(336,791)</td>
<td>-3%</td>
</tr>
<tr>
<td>Total Tonnage</td>
<td>8,633,266</td>
<td>8,022,457</td>
<td>610,809</td>
<td>8%</td>
<td>25,625,849</td>
<td>23,383,068</td>
<td>2,242,781</td>
<td>10%</td>
</tr>
</tbody>
</table>

## Ship & Barge Movements

<table>
<thead>
<tr>
<th></th>
<th>March 2017</th>
<th>March 2016</th>
<th>Mth Over Mth Change</th>
<th>%</th>
<th>YTD 2017</th>
<th>YTD 2016</th>
<th>YTD Year Over Year Change</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ships</td>
<td>164</td>
<td>139</td>
<td>25</td>
<td>18%</td>
<td>466</td>
<td>407</td>
<td>59</td>
<td>14%</td>
</tr>
<tr>
<td>Barges</td>
<td>417</td>
<td>393</td>
<td>24</td>
<td>6%</td>
<td>1,213</td>
<td>1,244</td>
<td>(31)</td>
<td>-2%</td>
</tr>
<tr>
<td>Total Ship &amp; Barges</td>
<td>581</td>
<td>532</td>
<td>49</td>
<td>9%</td>
<td>1,679</td>
<td>1,651</td>
<td>28</td>
<td>2%</td>
</tr>
</tbody>
</table>
# Capital Projects

## Capital Projects

<table>
<thead>
<tr>
<th>Project</th>
<th>Annual Budget</th>
<th>Actual Y-T-D</th>
<th>Balance Remaining</th>
<th>Baseline Budget Y-T-D</th>
<th>Actual Y-T-D</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authority Oil Docks</td>
<td>$21,529,100</td>
<td>$3,943,594</td>
<td>$17,585,506</td>
<td>$6,359,366</td>
<td>$3,943,594</td>
<td>($2,415,772)</td>
</tr>
<tr>
<td>Dry Cargo Docks</td>
<td>$3,800,000</td>
<td>$12,245</td>
<td>$3,787,755</td>
<td>$30,000</td>
<td>$12,245</td>
<td>($17,755)</td>
</tr>
<tr>
<td>Canals &amp; Basins</td>
<td>$14,040,000</td>
<td>$5,890,400</td>
<td>$8,149,600</td>
<td>$2,523,999</td>
<td>$5,890,400</td>
<td>($3,366,401)</td>
</tr>
<tr>
<td>Bulk Terminal</td>
<td>$11,925,303</td>
<td>$2,031,460</td>
<td>$9,893,843</td>
<td>$290,000</td>
<td>$2,031,460</td>
<td>($1,741,460)</td>
</tr>
<tr>
<td>La Quinta</td>
<td>$4,200,000</td>
<td>$1,717,118</td>
<td>$2,482,882</td>
<td>$1,092,498</td>
<td>$1,717,118</td>
<td>624,620</td>
</tr>
<tr>
<td>Property &amp; Buildings</td>
<td>$46,930,744</td>
<td>$1,112,843</td>
<td>$45,817,901</td>
<td>$1,376,167</td>
<td>$1,112,843</td>
<td>($263,324)</td>
</tr>
<tr>
<td>Railroads</td>
<td>$6,100,000</td>
<td>$3,024,395</td>
<td>$3,075,605</td>
<td>$3,035,000</td>
<td>$3,024,395</td>
<td>($10,605)</td>
</tr>
<tr>
<td>Security &amp; Sec Grants</td>
<td>$1,291,208</td>
<td>$101,199</td>
<td>$1,190,009</td>
<td>$126,123</td>
<td>$101,199</td>
<td>($24,924)</td>
</tr>
<tr>
<td>Port Operations</td>
<td>$377,000</td>
<td>$219,632</td>
<td>$157,368</td>
<td>$27,000</td>
<td>$219,632</td>
<td>192,632</td>
</tr>
<tr>
<td>Administration</td>
<td>$2,105,159</td>
<td>$84,658</td>
<td>$2,020,501</td>
<td>$67,890</td>
<td>$84,658</td>
<td>16,768</td>
</tr>
<tr>
<td><strong>Total Capital Projects</strong></td>
<td><strong>$112,298,514</strong></td>
<td><strong>$18,137,544</strong></td>
<td><strong>$94,160,970</strong></td>
<td><strong>$14,928,043</strong></td>
<td><strong>$18,137,544</strong></td>
<td><strong>$3,209,501</strong></td>
</tr>
</tbody>
</table>
### BOND PROJECT PROCEEDS - (As of March, 2017)

<table>
<thead>
<tr>
<th>Bond Project</th>
<th>Bond Project Proceeds</th>
<th>Bond Issuance Expenses</th>
<th>Net Bond Project Proceeds</th>
<th>Bond Project Expenditures</th>
<th>Transfer Remaining Proceeds on Closed Projects</th>
<th>Remaining Bond Project Proceeds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td>$34,960,000</td>
<td>($346,544)</td>
<td>$34,613,456</td>
<td>($35,075,365)</td>
<td>$461,909</td>
<td>$</td>
</tr>
<tr>
<td>Oil Dock 14</td>
<td>$28,000,000</td>
<td>($277,552)</td>
<td>$27,722,448</td>
<td>($27,722,448)</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Access Road &amp; Rail</td>
<td>$10,000,000</td>
<td>($99,126)</td>
<td>$9,900,874</td>
<td>($72,251)</td>
<td>-</td>
<td>$9,828,623</td>
</tr>
<tr>
<td>Tule Lift Bridge</td>
<td>$18,000,000</td>
<td>($178,426)</td>
<td>$17,821,574</td>
<td>($420,988)</td>
<td>-</td>
<td>$17,400,576</td>
</tr>
<tr>
<td>West Barge Mooring Area</td>
<td>$7,280,000</td>
<td>($72,164)</td>
<td>$7,207,836</td>
<td>($6,745,927)</td>
<td>($461,909)</td>
<td>$</td>
</tr>
<tr>
<td>NRRY Phase II</td>
<td>$6,000,000</td>
<td>($59,475)</td>
<td>$5,940,525</td>
<td>($5,940,525)</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>La Quinta-Aquatic Habitat</td>
<td>$4,020,000</td>
<td>($39,849)</td>
<td>$3,980,151</td>
<td>($2,471,126)</td>
<td>-</td>
<td>$1,509,025</td>
</tr>
<tr>
<td>La Quinta-Mitigation Buffer</td>
<td>$3,940,000</td>
<td>($39,055)</td>
<td>$3,900,945</td>
<td>($63,153)</td>
<td>-</td>
<td>$3,837,792</td>
</tr>
<tr>
<td>La Quinta Dock</td>
<td>$2,800,000</td>
<td>($27,755)</td>
<td>$2,772,245</td>
<td>($2,715,744)</td>
<td>-</td>
<td>$56,501</td>
</tr>
<tr>
<td><strong>Total Bond Projects</strong></td>
<td><strong>$115,000,000</strong></td>
<td><strong>($1,139,946)</strong></td>
<td><strong>$113,860,054</strong></td>
<td><strong>($81,227,537)</strong></td>
<td>-</td>
<td><strong>$32,632,517</strong></td>
</tr>
</tbody>
</table>
Thank You
The accompanying quarterly investment report lists in summary form and in detail the investment positions of the Port of Corpus Christi Authority’s (Authority) operating funds as of March 31, 2017. As of that date, the Authority had a total of approximately $258.9 million invested in a local government investment pools, money market accounts, commercial paper, agencies, treasuries, certificates of deposit, and municipal securities.

The goal of the Authority is to ensure the safety of all funds entrusted to the Authority, the availability of those funds for the payment of all necessary obligations of the Authority, and to provide for the investment of all funds, not immediately required, in securities earning a reasonable market yield. The safety of principal and liquidity shall always be the primary concern. The Authority’s intention is to hold investments to maturity while receiving the highest reasonable market yield in accordance with its objectives at the date of investment. It is not the intent to devote substantial efforts to earn profit on investment market fluctuations. Investments will be purchased because of their interest yield expectations over their remaining life rather than for speculative purposes.

All investments in the portfolio are fully secured and will return 100% of par value if held to maturity. The Authority’s investments are usually held to maturity, and any gains (losses) in market value will be reflected in market prices created by changes in interest rates during the quarter.

### QUARTERLY SUMMARY:

#### December 31, 2016

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Book</td>
<td>$258,600,581</td>
</tr>
<tr>
<td>Beginning Market</td>
<td>$257,856,548</td>
</tr>
<tr>
<td>Unrealized Gain/(Loss)</td>
<td>$(744,033)</td>
</tr>
<tr>
<td>WAM</td>
<td>309 Days</td>
</tr>
<tr>
<td>Net Quarterly Yield</td>
<td>0.752%</td>
</tr>
<tr>
<td>Yield at End of Quarter</td>
<td>0.788%</td>
</tr>
<tr>
<td>Benchmark for Quarter</td>
<td>0.750%</td>
</tr>
<tr>
<td>Earnings for Quarter</td>
<td>$481,975</td>
</tr>
</tbody>
</table>

#### March 31, 2017

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ending Book</td>
<td>$258,895,219</td>
</tr>
<tr>
<td>Ending Market</td>
<td>$258,230,521</td>
</tr>
<tr>
<td>Unrealized Gain/(Loss)</td>
<td>$(664,697)</td>
</tr>
<tr>
<td>WAM</td>
<td>265 Days</td>
</tr>
<tr>
<td>Net Quarterly Yield</td>
<td>0.815%</td>
</tr>
<tr>
<td>Yield at End of Quarter</td>
<td>0.883%</td>
</tr>
<tr>
<td>Benchmark for Quarter</td>
<td>0.890%</td>
</tr>
<tr>
<td>Earnings for Quarter</td>
<td>$532,106</td>
</tr>
</tbody>
</table>
## Asset Detail

<table>
<thead>
<tr>
<th>Asset Type</th>
<th>Values</th>
<th>Yields</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank</td>
<td>$25,426,033</td>
<td>0.090%</td>
</tr>
<tr>
<td>Texpool</td>
<td>$32,632,517</td>
<td>0.622%</td>
</tr>
<tr>
<td>Texpool Prime</td>
<td>$46,981,806</td>
<td>0.967%</td>
</tr>
<tr>
<td>Money Market Account</td>
<td>$247,518</td>
<td>0.350%</td>
</tr>
<tr>
<td>Certificates of Deposit</td>
<td>$245,000</td>
<td>1.250%</td>
</tr>
<tr>
<td>Commercial Paper</td>
<td>$24,954,106</td>
<td>1.155%</td>
</tr>
<tr>
<td>Federal Agencies</td>
<td>$128,408,239</td>
<td>1.023%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$258,895,219</strong></td>
<td><strong>0.883%</strong></td>
</tr>
</tbody>
</table>
### Benchmarks

<table>
<thead>
<tr>
<th>Date</th>
<th>3 Month Treasury</th>
<th>6 Month Treasury</th>
<th>1 Year Treasury</th>
<th>Portfolio Yield</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 2016</td>
<td>0.290%</td>
<td>0.450%</td>
<td>0.580%</td>
<td>0.659%</td>
</tr>
<tr>
<td>June 2016</td>
<td>0.260%</td>
<td>0.400%</td>
<td>0.570%</td>
<td>0.659%</td>
</tr>
<tr>
<td>September 2016</td>
<td>0.300%</td>
<td>0.440%</td>
<td>0.560%</td>
<td>0.695%</td>
</tr>
<tr>
<td>December 2016</td>
<td>0.430%</td>
<td>0.570%</td>
<td>0.750%</td>
<td>0.788%</td>
</tr>
<tr>
<td>March 2017</td>
<td>0.600%</td>
<td>0.730%</td>
<td>0.890%</td>
<td>0.883%</td>
</tr>
</tbody>
</table>
## Benchmark Review

### Q1-2016 Impact

<table>
<thead>
<tr>
<th>Investment Portfolio</th>
<th>0.815%</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Mth Treasury Bill</td>
<td>0.600%</td>
</tr>
<tr>
<td>6 Mth Treasury Bill</td>
<td>0.730%</td>
</tr>
<tr>
<td>12 Mth Treasury Bill</td>
<td>0.890%</td>
</tr>
</tbody>
</table>
DATE: June 20, 2017

TO: Port Commission

FROM: Russell Cordo, Harbor Master
russell@pocca.com
(361) 885-6152

SUMMARY: Staff requests approval of the Fourth Amendment to the Professional Consulting Services Contract with AECOM in an amount not to exceed $15,000 and time extension through June 30, 2017, to complete additional scope requests of the Waterway Planning Study of the Corpus Christi Ship Channel System.

BACKGROUND: The Port of Corpus Christi Authority issued a Request for Proposals (“RFP”) seeking a qualified firm to work with the Port Authority, the Aransas-Corpus Christi Pilots Association, the 8th District United States Coast Guard, Port Authority customers, terminal operators, and other industry partners to perform a Waterway Planning Study of the Corpus Christi Ship Channel System (“Waterway Planning Study”). A Professional Consulting Services Contract with AECOM was approved by the Commission September 29, 2016, to develop and provide to the PCCA a Waterway Planning Study of the Corpus Christi Ship Channel System. Between January 2017 and April 2017 the Professional Consulting Services Contract was amended three times to increase the scope of services and to extend the services deadline. Due to additional stakeholder input and supplemental market forecast analysis, the original contract fee was increased by a total of $54,760. Based on new input and additional service requests, AECOM has requested an increase in the contract fee of $15,000 and time extension through June 30, 2017. Staff recommends the amendment increase the not to exceed amount by $15,000. Staff further recommends a contingency of $15,000 should it be necessary to amend the scope of work to finalize the project.

CONFORMITY TO PORT POLICY: Yes

EMERGENCY: No

Approve Amendment to Professional Consulting Services Contract with AECOM in an amount Not to Exceed $15,000 for additional Scope of Work related to the Waterway Planning Study of the Corpus Christi Ship Channel System
FINANCIAL IMPACT: Additional $15,000 expenditure over approximately 30 days.

STAFF RECOMMENDATION: Staff recommends approval of the Fourth Amendment to the Professional Consulting Services Contract with AECOM in an amount not to exceed $15,000 and time extension through June 30, 2017, to complete additional scope of work related to the Waterway Planning Study of the Corpus Christi Ship Channel System. In addition, Staff further recommends that it be granted a contingency of $15,000 should it be required to amend the scope of work to finalize the project.

DEPARTMENTAL CLEARANCES:

Originating Department Harbor Master’s Office
Reviewed & Approved Russell Cordo
Legal Dane Bruun
Senior Staff John LaRue
Sean Strawbridge
Dennis DeVries
Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Fourth Amendment to Professional Consulting Services Contract
FOURTH AMENDMENT AND SUPPLEMENT OF PROFESSIONAL CONSULTING SERVICES CONTRACT

This Fourth Amendment and Supplement of Professional Consulting Services Contract (the "Amendment") is made effective as of June 13, 2017 ("Amendment Date") by and between the Port of Corpus Christi Authority of Nueces County, Texas, a navigation district operating under Article XVI, Section 59 of the Texas Constitution ("Authority"), and AECOM Technical Services, Inc. ("Consultant"). Authority and Consultant are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, Authority and Consultant entered into a Professional Consulting Services Contract dated (the "Agreement"), under the terms of which the Consultant agreed to perform the services described in the Scope of Services attached to the Agreement as Exhibit A in connection with the Authority's Waterway Planning Study of the Corpus Christi Ship Channel System (the "Project");

NOW, THEREFORE, for a good and valuable consideration, the Parties hereby agree as follows:

A. Effective as of the Amendment Date, Attachment Four to this Amendment, which is the Supplemental Proposal, shall constitute and be deemed to be a new Attachment Four to the Agreement.

B. Section 1 of the Agreement is amended in its entirety to read as follows:

1. CONTRACT: Authority hereby engages the Consultant and the Consultant hereby accepts its engagement for the purpose of developing and providing to Authority a Waterway Planning Study of the Corpus Christi Ship Channel System ("Services") as more particularly described in the scope of services set forth in Exhibit A and Attachment One to this Contract and in the "Additional Services" set forth in Attachment Four to this Contract which is incorporated herein by reference.

C. Section 2 of the Agreement is amended in its entirety to read as follows:

2. PERIOD OF SERVICE: The Consultant shall complete the Services on or before June 30, 2017 (the "Deadline"), unless the Authority agrees to extend the Deadline for good reason; provided, however, that the Authority may terminate this Contract at any time in accordance with Section 14. Time is of the essence in performance of this Contract. There will be no obligation established between Authority and the Consultant for performance of the Services until Authority provides the Consultant with a written notice to proceed which shall be issued upon execution of this Contract and receipt by the Authority of appropriate Certificates of Insurance and other documentation as may be required herein. The term of this contract ("Term") shall begin on the Effective Date and shall end on the first to occur of the following: (1) the Deadline, as the same bay have been extended by the Authority, (2) the date on which, in the opinion of Authority, all of the Services have been rendered, (3) the date on which this Contract is terminated by the Authority pursuant to Section 14, or (4) the date on which this Contract is terminated by the Consultant pursuant to Section 14.
D. Section 7 of the Agreement is amended in its entirety to read as follows:

7. COMPENSATION: The compensation to be paid Consultant for providing the Services shall be the compensation described in Exhibit B and Attachment Four hereto, which is incorporated herein by reference; provided, however, the total paid to Consultant for the Services shall not exceed Three Hundred Thirteen Thousand Six Hundred Three and 00/100 Dollars ($313,603.00). Consultant will obtain the approval of Authority’s Project Representative relative to incurring travel and other expenses before incurring such costs.

E. This Amendment shall be binding on the successors and assigns of the Parties.

F. Except as specifically amended hereby, all terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control.

G. This Amendment maybe executed in multiple counterparts, each of which will be considered to be an original. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. The Parties may provide signatures to this Amendment by facsimile or Adobe “.pdf” file and such facsimile or Adobe “.pdf” file signatures shall be deemed to be the same as original signatures.

In Witness Whereof, the Parties have caused this Amendment to be executed by their duly authorized representatives effective for all purposes as of the 13th day of June 2017.

PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY,
TEXAS

By: __________________________
John P. LaRue, Executive Director

AECOM Technical Services, Inc.

By: __________________________
Abbas Sarmad, Senior Vice President
Attachment Four

May 25, 2017

Russell Cordo
Harbor Master
Port of Corpus Christi Authority
222 Power Street
Corpus Christi, TX 78401

Re: Waterway Planning of Corpus Christi Ship Channel System
Port of Corpus Christi Authority
AECOM Project # 60520878
Request for Contract Amendment No. 4

Dear Mr. Cordo:

AECOM Technical Services, Inc. herein requests a 4th (fourth) amendment to the contract for the completion of services to be rendered per our agreement with the Port of Corpus Christi Authority (POCCA) dated September 29, 2016 for the Waterway Planning of Corpus Christi Ship Channel System (CCSCS).

As discussed recently with Port staff and based on new input received from Cheniere, the following additional services are requested to supplement the current study:

1. Create a new LNGC class of vessels in the AECOM simulation model with parameters as defined by Cheniere
2. Update the number of berths and vessel calls per year for each of the three future years of interest based on new inputs from Cheniere
3. Re-run each of the eight future scenarios with new inputs from 1 and 2 above
4. Update the final report with revised results, and edit to remove any specific mention of Cheniere as an individual terminal, and add clarification to write-up on model functions to respond to Cheniere queries from May 23 as appropriate.

AECOM hereby is requesting an increase of $15,000 in fees to the original contract amount for a revised updated Not-To-Exceed fee amount of $313,603. The planned completion for this study is requested to be extended till June 30th to allow for scheduling of the board meeting on June 20th as well.

Thank you for your consideration in this matter and please let me know if you need any additional information.

Sincerely,

Vijay Agrawal
Project Manager

File Code: 60520878.300.310
DATE: June 20, 2017

TO: Port Commission

FROM: Jarl Pedersen
jarl@pocca.com
361-885-6698

SUMMARY: Tariff 100-A Item 265 – Transshipment or Reshipment of Cargo – has remained an original tariff item (no revisions) since May 1, 1999:

“Cargo discharged from vessels for the transshipment to a vessel over the Port Authority’s General Cargo Docks, having paid inward wharfage, if reloaded within thirty days will be given free wharfage on the outward movement. Time will be computed from the first 7:00 a.m. after completion of discharge to 7:00 a.m. of the day loading begins.”

Staff is unable to identify an instance when Item 265 was utilized and therefore recommends deletion from Tariff 100-A as a housekeeping measure.

BACKGROUND: Realization of outdated original tariff item.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: N/A

EMERGENCY: No

FINANCIAL IMPACT: N/A

STAFF RECOMMENDATION: Deletion of Tariff 100-A Item 265

DEPARTMENTAL CLEARANCES:

Originating Department: Office of the Chief Commercial Officer
Reviewed & Approved by: Jarl Pedersen
Legal
Executive Staff

LIST OF SUPPORTING DOCUMENTS: None
DATE:       June 20, 2017

TO:         Port Commission

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

SUMMARY:    Staff recommends the award of a construction contract to Garrett Construction Company for paving improvements at the Bulk Terminal. On June 5, 2017, we received three responses to our Notice to Bidders (see attached Bid Tabulation). Garrett Construction Company submitted the lowest and best bid at $544,924.20 for the Base Bid and Additive Bid Item 2.

BACKGROUND: The PCCA owns and maintains roadways and pad sites that provide access in and around the PCCA’s Bulk Terminal facilities. Over the past few years, the Port has implemented programs to reduce fugitive pet coke dust from becoming airborne or being tracked offsite. Such programs have included modifying lease agreements to set loading and transportation best practices with the customers, paving of pad storage sites, installing truck washing stations, installing covers on conveyors, providing stormwater runoff pollution prevention management controls, providing water misting dust suppression systems, and monitoring air quality.

In addition, paved areas and roadways serving the Bulk Terminal are typically exposed to heavy loads from trucks and machinery due to the nature of the operations performed and require periodic repair and upgrades to maintain service to port customers and tenants. Unpaved roadways contribute to fugitive dust in the area, and heavily used areas have been identified for paving to reduce dust emission and improve air quality at the facility. This project was designed to repair, upgrade, and pave essential roadways, and work areas necessary to the maintain operations and improve air quality at the Bulk Terminal. Paving of the currently unpaved surfaces will assist in runoff control by improving the efficiency of dust suppression by watering, sweeping, or vacuuming.

Contract documents were prepared to include a base bid of approximately 6,800 square yards of new asphalt pavement with new base material and geogrid at four different unpaved locations within the Bulk Terminal. These locations are near the existing pet coke storage areas. Additive Bid Item 2 includes an additional 2,100 square yards of asphalt paving at one additional unpaved location adjacent to the existing pet coke storage.
areas. This area was added late into contract document preparation and therefore, for
design cost efficiency, was included as an additive bid item rather than part of the Base
Bid. Though not an improvement to an unpaved area, Additive Bid 1 was included in the
Contract to generally replace approximately 4,000 square yards of asphalt pavement with
concrete pavement and upgrade portions of existing asphalt pavement along Navigation
Blvd. to the entrance of the Bulk Terminal. Concrete pavement was selected for the
durability at the main entrance due to high truck traffic count. The contract documents
also includes provisions for excavating and hauling off the existing ground material that
contains petcoke prior to the new pavement being installed, with the intent to prevent
existing petcoke from being trapped under the new paved areas.

**ALTERNATIVES:** N/A

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

**EMERGENCY:** N/A

**FINANCIAL IMPACT:** The 2017 Engineering budget included $700,000 for this project.
The recommended award includes the Base Bid in the amount of $460,240.35, and
Additive Bid Item 2 in the amount of $84,683.85. Work associated with Additive Bid Item
1 ($394,492.90), if awarded, will disrupt currently scheduled operations along Navigation
Blvd. Further, recent planning discussions in the area along Navigation Blvd consider
improvements adjacent to Navigation Blvd, and may include adjustments to the
Navigation Blvd. alignment. Therefore, Staff recommends deferring work associated with
additive bid item and include in a future project.

Additional expense related to the project is anticipated to include $23,000 to $46,000 in
disposal fees associated with depositing pet coke contaminated material at El Centro
landfill in Robstown, Texas.

**STAFF RECOMMENDATION:** Staff recommends award of a contract to Garrett
Construction Company in the amount of $544,924.20 for the Base Bid and Additive Bid
Item 2 for the Bulk Terminal paving improvements project. The recommendation supports
environmental initiatives and creates road conditions which will better support Bulk
Terminal operations. Staff further recommends that the Director of Engineering Services
be granted 4% contingency ($21,796.97) in accordance with the PCCA’s standard
contingency guidelines for general construction projects.
DEPARTMENTAL CLEARANCES:

Originating Department  Engineering Services

Reviewed & Approved  
- David Krams
- Brett Flint
- Carlos Martinez

Legal
- Jimmy Welder

Senior Staff
- John LaRue
- Sean Strawbridge
- Dennis DeVries

LIST OF SUPPORTING DOCUMENTS:

- Bid Tab
- Map Exhibit
Bulk Terminal Paving Improvements

Base Bid
Provide Asphalt Road on Existing Unpaved Roadway

Additive Bid Item No.1
Replace Asphalt with Concrete Paving

Additive Bid Item No.2
Provide Asphalt Road on Existing Unpaved Roadway
# BID TABULATION FOR
**BULK TERMINAL PAVING IMPROVEMENTS**
**PROJECT NO. 16-067A**
Bid Opening: June 05, 2017 - 2:00 PM

## Project to be completed within ninety (90) calendar days of the date of said Notice to Proceed

**BASE BID**: Scope of work includes HMAC paving, prime coat, crushed limestone base, geogrid, and compacted subgrade, at areas throughout the Bulk Terminal. This is a Lump Sum bid item.

**ADDITIVE BID ITEM 1**: Navigation Blvd. Scope of work includes concrete paving, crushed limestone base, and compacted subgrade, along Navigation Blvd. This is a Lump Sum bid item.

**ADDITIVE BID ITEM 2**: Roadway “D”. Scope of work includes asphalt paving, crushed limestone base, geogrid, and compacted subgrade between Bulk Dock 1 and Bulk Dock 2. This is a Lump Sum bid item.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bid Bond or Check</th>
<th>Base Bid&lt;sup&gt;A&lt;/sup&gt;</th>
<th>Additive Bid Item 1&lt;sup&gt;B&lt;/sup&gt;</th>
<th>Additive Bid Item 2&lt;sup&gt;C&lt;/sup&gt;</th>
<th>Total Recommended Award (Base Bid + Add. Bid Item 2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garrett Construction Company</td>
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<td>$394,492.90</td>
<td>$84,683.85</td>
<td>$544,924.20</td>
</tr>
<tr>
<td>JE Construction Services</td>
<td>5% Bid Bond</td>
<td>$548,553.00</td>
<td>$429,308.08</td>
<td>$97,539.00</td>
<td>$646,092.00</td>
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<tr>
<td>J. Carroll Weaver, Inc.</td>
<td>5% Bid Bond</td>
<td>$577,955.44</td>
<td>$454,401.65</td>
<td>$93,885.87</td>
<td>$671,841.31</td>
</tr>
</tbody>
</table>

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Read By: Lynn Angerstein  
Tabulated By: Carlos Martinez  
Checked & Prepared By: Lucy Betancourt  
Date: June 05, 2017
DATE: June 20, 2017

TO: Port Commission

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

SUMMARY: Staff recommends the award of a construction contract to Derrick Construction Company, Inc. for construction of approximately 225 feet of steel sheet pile bulkhead shore protection at the Viola Barge Basin. On May 8, 2017, Staff received three responses to our Notice to Bidders (see attached Bid Tabulation). Derrick Construction Company, Inc. submitted the lowest and best bid at $665,048.

BACKGROUND: Routine inspections of port infrastructure identified continuously occurring shoreline erosion at the Viola Barge Basin. The Viola Barge Basin area experiences an increased rate of erosion due in part by the increased barge traffic at Oil Docks 5, 9 & 10. This project addresses the final section of shoreline not fully protected by a bulkhead wall in the area. See attached exhibit. Installing the bulkhead provides long term shoreline protection, preserves the limited uplands, reduces the potential for sediment deposit within the adjacent barge slips, and increases the amount of space for barge movements.

Contract documents were prepared by Govind Development LLC and include the construction of approximately 225 feet of cantilevered steel sheet pile bulkhead having concrete pile cap to provide corrosion protection in the splash zone similar to what was installed at Oil Dock 5 in 2012. Work will also include the removal of the existing concrete rubble and rock along the shoreline, excavation, topsoil and seeding, minor utility work and backfill necessary to install the bulkhead, and protection of underground utilities.

Derrick Construction Company, Inc. submitted the lowest total evaluated bid of $729,048.00. The total evaluated bid is a hypothetical mix of the base bid and additive bid items based on what staff estimates most likely will occur within a certain time period and is used to measure the cost competitiveness of the bidder’s rates.

ALTERNATIVES: Various revetment and bulkhead types were considered but given the limited space and efficiency in construction, the cantilevered steel sheet pile bulkhead was the preferred alternative for the area.

Award a Construction Contract in the Amount of $665,048 to Derrick Construction Company, Inc., the Lowest and Best Bidder Based on Bids Received on May 8, 2017, for Viola Barge Basin Bulkhead Addition.
CONFORMITY TO PORT POLICY: The project conforms to the PCCA’s Strategic Plan (Strategic Goal #2 – Provide Facilities and Services to Meet Customer Needs, Strategic Objective #2B – Provide Public Docks and Support Private Facilities to Facilitate Maritime and Industrial Development, Action #2 – Upgrade and Maintain Existing Docks and Facilities).

EMERGENCY: No.

FINANCIAL IMPACT: The 2017 Engineering Department Workload budget included $700,000 for this project.

STAFF RECOMMENDATION: Staff recommends award of a contract to Derrick Construction Company, Inc. in the amount of $665,048 for the Base Bid, construction of approximately 225 feet of steel sheet pile bulkhead in the Viola Barge Basin. Staff also recommends award of Additive Bid Item 1 (standby charges of $3,200/day). Staff further recommends that the Director of Engineering Services be granted 7% contingency in accordance with the PCCA’s standard contingency guidelines for marine and rehabilitation projects.

DEPARTMENTAL CLEARANCES:

<table>
<thead>
<tr>
<th>Originating Department</th>
<th>Engineering Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reviewed &amp; Approved</td>
<td>David Krams</td>
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<td></td>
<td>Brett Flint</td>
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<td>Danielle Chong</td>
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<td>Senior Staff</td>
<td>John LaRue</td>
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<tr>
<td></td>
<td>Sean Strawbridge</td>
</tr>
</tbody>
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LIST OF SUPPORTING DOCUMENTS:

Bid Tab
Map Exhibit
Viola Barge Basin Bulkhead Addition

EXISTING OUTFALL STRUCTURE

EXISTING BULKHEAD

EXISTING BULKHEAD

PROPOSED ±225 LF BULKHEAD

PROJECT LOCATION
**BID TABULATION FOR**

**VIOLA BARGE BASIN BULKHEAD ADDITION**

**PROJECT NO. 16-035A**

**Bid Opening: May 08, 2017 at 2:00 PM**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bid Bond or Check</th>
<th>Base Bid&lt;sup&gt;A&lt;/sup&gt;</th>
<th>Additive Bid Item 1&lt;sup&gt;B&lt;/sup&gt;</th>
<th>Evaluated Bid&lt;sup&gt;C&lt;/sup&gt;</th>
<th>Addendum No. 1</th>
<th>Addendum No. 2</th>
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<tr>
<td>Derrick Construction Company, Inc.</td>
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<td>$4,900.00</td>
<td>$1,331,732.00</td>
<td>x</td>
<td>x</td>
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</table>

Project to be complete within 120 calendar days of the date of said Notice to Proceed.

<sup>A</sup> **BASE BID:** Scope of work generally consist of approximately 220 feet of steel sheet pile bulkhead and concrete pile cap in the Viola Barge Basin area.

<sup>B</sup> **ADDITIVE BID ITEM 1:** Standby Charges

<sup>C</sup> **Evaluated Bid:** Base Bid + (20 Days x ___$/Days) = ____________

---

Read By: Lynn Angerstein  
Tabulated By: Daniell Caro  
Checked & Prepared By: Lucy Betancourt  
Date: 05/08/2017
DATE: June 20, 2017

TO: Port Commission

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

SUMMARY: Staff recommends the award of a construction contract to J.M. Davidson LTD for the replacement of the barge breasting structure and to perform other marine waterfront repairs and maintenance work at Oil Dock 3. On May 4, 2017, staff received four responses to our Notice to Bidders (see attached Bid Tabulation). J.M. Davidson LTD submitted the lowest and best bid at $664,244.

BACKGROUND: Oil Dock 3 was constructed in 1986 to replace an aging timber dock structure and generally consists of a sheet pile bulkhead basin and three steel multi-pile barge breasting structures. In 2003, a cast in place concrete pile cap was added to the sheet pile bulkhead to rehabilitate and further protect the sheet piles from the highly corrosive splash zone.

Though corrosion protection measures have been performed at this facility over the years by performing sandblasting and painting and through the installation of anodes and intertidal pile wraps, after 30 years of service, deficiencies were revealed in an underwater inspection that the easternmost 4-pile barge breasting structure warranted significant repair, rehabilitation, or replacement.

During design and in consultation with the dock’s customers and barge operators, staff determined that due to the dock and slip alignment there is very limited maneuvering room, and coupled with predominately southeasterly winds, the easternmost barge breasting structure sustains the majority of the impact and torsional loading during barge mooring. This added stress is likely what contributed to this structure’s advanced deteriorated condition and therefore warranted the structure’s replacement and upgrade.

Contract documents were prepared to replace the 4-pile structure with one with greater strength. The new barge breasting structure will consist of larger diameter and thicker walled pipe piles than the PCCA’s typical barge breasting structures, with a more robust bracing network and fendering system that is designed to absorb impact and rotate around the largest diameter “king” pile.
Also included in the scope of this construction contract is the replacement of all deteriorated timber fenders located on the dock’s north section of bulkhead, adding and replacing consumed sacrificial anodes to the submerged portions of the steel sheet pile bulkhead and other two steel barge breasting structures, replacing damaged/torn protective intertidal pile wraps on breasting structures, repainting steel fender structures around the dock, and replacing corroded mooring bits. These maintenance items were noted in the underwater inspections and staff’s annual topside dock facility inspections. By combining the barge breasting structure replacement with maintenance work, the PCCA will minimize disruptions to the dock facility and its customers and realize savings in mobilization and marine equipment and support costs.

The bid package was prepared with an evaluated bid as the basis for award; the total evaluated bid is a hypothetical mix of the base bid and additive bid items based on what staff estimates could likely occur during the project and is used to measure the cost competitiveness of the bidder’s rates. Additive Bid Item 1 establishes a unit rate for additional pipe pile length in 10’ increments for battered piles should they be needed during construction to ensure the pile design load/resistance capacity is achieved. Additive Bid Item 2 is the contractor’s submitted unit standby charge rate should the contractor be prevented from working the contractual 12 working days per calendar month on the dock, which means customer dock activities must shutdown a minimum 12 days per month at the dock facility to allow for the construction.

**ALTERNATIVES:** N/A

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

**EMERGENCY:** No; however, customers and operators are aware and have been operating under the harbor master office issuance of a cautionary berthing notice at Oil Dock 3 due to the condition of the breasting structure. In some cases, a second tug is called to assist berthing.

**FINANCIAL IMPACT:** The 2017 Engineering budget includes $350,000 for the replacement of the deficient existing breasting structure at Oil Dock 3 and $500,000 in the General Oil Dock Facility Repairs and Maintenance.

**STAFF RECOMMENDATION:** Staff recommends the award of a construction contract to J.M. Davidson LTD in the amount of $664,244 for the Base Bid. Staff also recommends acceptance of Additive Bid Item 1 at a rate of $8,200 for each 10’ section of pipe pile added to the new breasting structure should it be required during construction, and the
acceptance of Additive Bid Item 2 for standby charges in the amount $3,200/day. Staff also requests approval of an allowance of $25,600 for payment of standby (8 days @ $3,200/day) should it be needed during the project. Staff further recommends that the Director of Engineering Services be granted a 7% contingency ($46,497.08) in accordance with the PCCA’s standard contingency guidelines for marine and rehabilitation projects.

**DEPARTMENTAL CLEARANCES:**

<table>
<thead>
<tr>
<th>Originating Department</th>
<th>Engineering Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reviewed &amp; Approved</td>
<td>David Krams</td>
</tr>
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<td></td>
<td>Dave Michaelsen</td>
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<td>Executive Staff</td>
<td>John LaRue</td>
</tr>
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<td></td>
<td>Sean Strawbridge</td>
</tr>
<tr>
<td></td>
<td>Dennis DeVries</td>
</tr>
</tbody>
</table>

**LIST OF SUPPORTING DOCUMENTS:**

- Bid Tabulation
- Exhibits
## BID TABULATION FOR
Oil Dock 3 Barge Breasting Structure Replacement
PROJECT NO. 16-052A
Bid Opening: May 04, 2017 at 2:00 PM

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bid Bond or Check</th>
<th>Base Bid (^A)</th>
<th>Additive Bid Item 1 (^B)</th>
<th>Additive Bid Item 2 (^C)</th>
<th>Evaluated Bid (^D)</th>
<th>Addendum No. 1</th>
</tr>
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<td>5%</td>
<td>$664,244.00</td>
<td>$8,200.00</td>
<td>5</td>
<td>$3,200.00</td>
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<td>CCC Group</td>
<td>5%</td>
<td>$974,315.00</td>
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<td>Russell Marine, LLC.</td>
<td>5%</td>
<td>$1,066,940.00</td>
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<td>Orion Construction, LP</td>
<td>5%</td>
<td>$1,234,226.00</td>
<td>$15,000.00</td>
<td>2</td>
<td>$10,500.00</td>
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**Project to be complete within 210 calendar days of the date of said Notice to Proceed**

\(^A\) **BASE BID:** Scope of work generally entails construction of new multi-pile breasting structure, complete removal of existing broken barge breasting structure and miscellaneous marine repairs and maintenance work at Oil Dock 3.

\(^B\) **ADDITIVE BID ITEM 1:** 10’ Pipe Pile Addition and Field Splice for new breasting structure battered piles.

\(^C\) **ADDITIVE BID ITEM 2:** Standby Charges.

\(^D\) **Evaluated Bid:** Base Bid + (3 Each x $_______/EA. Additive Bid Item 1) + (16 Days x $_____/Days Additive Bid Item 2) = Total Evaluated Bid

Read By: Lynn Angerstein
Tabulated By: Jacob Morales
Checked & Prepared By: Lucy Betancourt
Date: May 4, 2017
Oil Dock 3 Breasting Structure Replacement
Oil Dock 3 Breasting Structure Replacement

- Replace and Add Submerged Anodes
- 2 - Breasting Structures to be rehabilitated
- 3 - Breasting Structure to be replaced
- 5 - H-Piles to be rehabilitated
- Timber Fenders to be replaced
- 1 - Breasting Structure to be replaced
SUMMARY: Staff requests approval of payment to the U.S. Army Corps of Engineers in an amount not to exceed $2,521,000 for the PCCA’s required Operations and Maintenance (O&M) cost-share for the U.S. Army Corps of Engineers construction contract to increase capacity and perform maintenance activities at Dredge Material Placement Areas No. 1, 2, and 10, and South Shore Dredge Material Placement Area, Cells A & B.

BACKGROUND: The U.S. Army Corps of Engineers (USACE) is scheduled to receive bids in July 2017 for work associated with performing maintenance activities and increasing capacity for federal, PCCA, and third party use at Dredge Material Placement Areas 1, 2, and 10, and South Shore Dredge Material Placement Area, Cell A & B (see map exhibit). By agreement with the USACE, the PCCA is responsible to share the costs for constructing and maintaining Dredge Material Placement Areas operated and maintained by the Federal Government.

The USACE’s work (Schedule 1 and Options) generally consists of raising levees and installing shore protection at South Shore DMPA’s Cell A & B, replacing drop outlet structures at DMPA No. 1, 10, and South Shore DMPA Cell’s A & B, constructing lateral and perimeter ditches at South Shore DMPA Cell B and DMPA No. 10, and performing geotechnical borings and soil investigations at DMPA No. 1, Herbie Maurer DMPA, and South Shore DMPA Cell B.

The construction costs are estimated by the USACE, and the PCCA’s cost-share is required to be collected by the USACE in advance of their bid solicitation. The USACE has estimated and requested payment of the PCCA’s cost-share of $2,521,000 for the Schedule 1 and Option work.
CONFORMITY TO PORT POLICY: The project conforms to the PCCA’s Strategic Plan (Strategic Goal #2 – Provide Facilities and Services to Meet Customer Needs, Strategic Objective #2B – Provide Public Docks and Support Private Facilities to Facilitate Maritime and Industrial Development, Action #2 – Upgrade and Maintain Existing Docks and Facilities).

EMERGENCY: No.

FINANCIAL IMPACT: The 2017 engineering budget included $3,500,000 for work associated with increasing the height of the levees at DMPA No. 13; however, funds were not identified in the 2017 engineering budget for the DMPA work for this Agenda Item since Federal O&M funding for this work was not expected in FY 2017. To date, the PCCA has provided $4,668,250 ($141,250 in FY 2016 and $4,527,000 in FY 2017) to the USACE for work associated with the DMPA 13 levee raise. However, construction bids were lower than originally projected by the USACE, and it is anticipated that approximately $2.25 million in unexpended funds will be returned to the PCCA. With the refund, costs for the levee work at DMPA 13 would be approximately $1.9 million, or $1.6 million under the $3,500,000 originally budgeted for DMPA work in 2017.

STAFF RECOMMENDATION: Staff recommends approval of payment to the U.S. Army Corps of Engineers in an amount not to exceed $2,521,000 for the PCCA’s required Operations and Maintenance (O&M) cost-share for the U.S. Army Corps of Engineers construction contract to increase capacity and perform maintenance activities at Dredge Material Placement Areas No. 1, 2, and 10, and South Shore Dredge Material Placement Area, Cells A & B, Cells A & B.

DEPARTMENTAL CLEARANCES:

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<tr>
<th>Originating Department</th>
<th>Reviewed &amp; Approved</th>
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<tr>
<td>Engineering Services</td>
<td>David Krams</td>
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<tr>
<td>John LaRue</td>
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<tr>
<td>Sean Strawbridge</td>
</tr>
<tr>
<td>Dennis DeVries</td>
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LIST OF SUPPORTING DOCUMENTS:

Map Exhibit
CCSC DMPA Improvements

- South Shore DMPA (Cell B)
- Herbie A. Maurer DMPA
- DMPA No.1
- DMPA No.10
- South Shore DMPA (Cell A)
DATE: June 20, 2017

TO: Port Commission

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

**SUMMARY:** Staff requests Commission approval to initiate a Design Build delivery process for a new Port of Corpus Christi Authority (PCCA) office facility and to issue a Request for Qualifications (RFQ) to select a short list of design build teams, followed by a Request for Proposals to select a team to design and build a new office facility.

**BACKGROUND:** Staff, with the assistance of Freeman Schroder Architects, has evaluated site alternatives, including re-purposing of the Solomon P. Ortiz International Center (Ortiz Center), and has selected a location east of the Ortiz Center for construction of a new Office Facility. Staff has also evaluated delivery methods and recommends the use of the Design Build method as it provides schedule and delivery advantages that would provide overall best value.

Responses to the Request for Qualifications will be evaluated and used to select a short list of three to four design build teams that will be invited to respond to a Request for Proposals. The response to the request for proposals will include conceptual design and architectural renderings to illustrate each team’s proposed design approach. The top ranked design build team will be selected to deliver the new office facility. The unsuccessful teams responding to the Request for Proposals will be paid a stipend as required by Tex. Water Code § 60.460.

**ALTERNATIVES:** In following Commission direction, large Port projects are evaluated for design-build delivery over the traditional design-bid-build methods. The use of design-build delivery method is recommended delivery of a new office facility.

**CONFORMITY TO PORT POLICY:** The Design Build project delivery method is an alternate method available for contracting as per Subchapter O of the Texas Water Code. The project conforms to the PCCA’s Strategic Plan (Strategic Goal #2 – Provide Facilities and Services to Meet Customer Needs, Strategic Objective #2B – Provide Public Docks and Support Private Facilities to Facilitate Maritime and Industrial Development, Action #2 – Upgrade and Maintain Existing Docks and Facilities).
EMERGENCY: No.

FINANCIAL IMPACT: This project is included in the 2017 Capital Budget with $500,000 identified to be expended this year. Design Build delivery has been shown to reduce costs related to design and construction of projects of this nature.

STAFF RECOMMENDATION: Staff recommends approval to use the Design Build delivery method for a new PCCA Office Facility and approval to issue a Request for Qualifications to select a short list of Design Build teams followed by a Request for Proposals to make a final selection of team to design and construct a new office facility.

DEPARTMENTAL CLEARANCES:

Originating Department Engineering Services

Reviewed & Approved David Krams
Brett Flint
Sonya Lopez-Sosa

Legal Dane Bruun

Senior Staff John LaRue
Sean Strawbridge
Dennis DeVries

LIST OF SUPPORTING DOCUMENTS:

Exhibit
New Port of Corpus Christi Office Facility

Existing Site-Ortiz Center-East End Option
Scale: 1" = 40.0'
SUMMARY: Staff requests approval of a Consulting Services Contract with AECOM for an amount of $412,291 for installation of an air monitoring network at La Quinta and operation and maintenance of the air monitoring network for two years.

BACKGROUND: Numerous fugitive dust complaints have been logged with the Texas Commission on Environmental Quality (TCEQ) and are under investigation by TCEQ. The Port Authority has had success with utilizing an air monitoring network at our Bulk Terminal to monitor fugitive dust. The air monitors provide system alerts when windblown dust exceeds a certain level which allows the operators to take preventative measures prior to an offsite issue occurring. Staff believes that a similar application at La Quinta would be beneficial to begin to address the community concerns. Port staff have also reached out to the La Quinta tenants and nearby industry for participation in the proposed air monitoring program. To date, Port staff have met with voestalpine staff who have agreed to participate in the air monitoring network.

AECOM provides operation and maintenance of the Bulk Terminal Air Monitoring Network. Staff have negotiated the attached Consulting Services Contract with AECOM for operation of a similar program at La Quinta. The proposed monitoring network includes five air monitors. Power isn’t currently available at the proposed locations so the air monitors will be solar-powered. Because of this, the air monitors to be used will not be Federal Equivalence Method (FEM) grade monitors so the data will only be relevant for screening purposes. Since time is of the essence with regard to placement and operation of the air monitors, it is proposed to use the non-FEM grade monitors until such time that a power source can be provided at each location. When the power source is provided, then the air monitors will be converted to FEM grade monitors. FEM grade monitors allow comparisons to National Ambient Air Quality Standards and non-FEM grade monitors cannot be used for that purpose but can serve as a screening tool.

ALTERNATIVES: There are no alternatives.
CONFORMITY TO PORT POLICY: Conforms to Strategic Plan Goal #5 (Be An Environmental Leader), Strategic Objective 5B (Continue to Meet and Exceed Regulatory Standards), Action Item 1 (Implement Environmental Standards Port-wide).

EMERGENCY: This is not an emergency but due to the complaints from the community time is of the essence.

FINANCIAL IMPACT: The initial setup cost will be $43,435 and the cost for the operation and maintenance after setup will be a fixed monthly fee of $15,369 for a total of $368,856 and a total contract cost of $412,291. A third year option is included in the contract for an additional twelve months of operation and maintenance for a total cost of $184,428 but requires an additional Commission approval to execute the option.

STAFF RECOMMENDATION: Staff recommends approval of the attached Consulting Services Contract with AECOM for an amount of $412,291.

DEPARTMENTAL CLEARANCES:

Originating Department  Environmental Planning & Compliance
Reviewed By          Sarah Garza
Legal                Jimmy Welder
                      Dane Bruun
Senior Staff         John LaRue
                      Sean Strawbridge

LIST OF SUPPORTING DOCUMENTS:

Consulting Services Contract with AECOM
CONSULTING SERVICES CONTRACT

THIS CONTRACT (the “Contract”) is made and entered into effective as of the 20th day of June, 2017 (“Effective Date”) by and between the Port of Corpus Christi Authority of Nueces County, Texas (“Authority”), and AECOM Technical Services, Inc. (“Consultant”), each a “Party” and collectively as “Parties”.

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

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

2. PERIOD OF SERVICE: The Consultant shall complete the Services on or before October 31, 2020 (the “Deadline”); provided, however, that the Authority may terminate this Contract at any time in accordance with Section 14. Time is of the essence in performance of this Contract. There will be no obligation established between Authority and the Consultant for performance of the Services until Authority provides the Consultant execution of this Contract and receipt by the Authority of appropriate Certificates of Insurance and other documentation as may be required herein. The term of this Contract (“Term”) shall begin on the Effective Date and shall end on the first to occur of the following: (1) the Deadline, (2) the date on which this Contract is terminated by the Authority pursuant to Section 14, or (3) the date on which this Contract is terminated by the Consultant pursuant to Section 14. In addition, Authority has the option to renew the term of this Agreement for one (1) additional option period of one (1) year, beginning on the first day after the expiration of the Deadline. The right to renew will be exercised by Authority giving to Consultant notice in writing of such exercise at least sixty (60) days prior to the expiration of the Deadline.

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

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

Sarah L. Garza, Director of Environmental Planning & Compliance
Port of Corpus Christi Authority
P.O. Box 1541, Corpus Christi, Texas 78403
Phone – (361) 885-6163
Email – sarah@pocca.com
Authority may change the Project Representative at any time by giving the Consultant written notice of such change.

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

If to the Authority:  John P. LaRue  
Executive Director  
Port of Corpus Christi Authority  
222 Power Street  
Corpus Christi, Texas 78401  
E-mail: john@pocca.com

If to the Consultant:  Brian Cochran  
Section Manager, Ambient Air Monitoring  
AECOM Technical Services, Inc.  
9400 Amberglen Blvd.  
Austin, Texas 78729  
E-mail: brian.coehran@aecom.com

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

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

6. CONSULTANT’S RESPONSIBILITIES: In addition to all other obligations contained herein, the Consultant agrees, warrants, and represents that:

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

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

6.3 The Consultant will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of Services;
6.4 The Consultant is not and will not be bound by any agreement and has not assumed nor will assume any obligation which would, in any way, restrict its ability to perform the Services or be inconsistent with the Services;

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

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

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

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

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

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

7. COMPENSATION: The compensation to be paid Consultant for providing the Services shall be the compensation described in Exhibit B hereto, which is incorporated herein by reference; provided, however, the total paid to Consultant for the Services during the primary term shall not exceed Three Hundred Sixty-Nine Thousand, Five Hundred Seventy-One Dollars ($369,571). If Authority exercises the one (1) year option, the total compensation paid to Consultant during the option period shall not exceed One Hundred Sixty-Three Thousand Sixty-Eight Dollars ($163,068). Consultant will obtain the approval of Authority’s Project Representative relative to incurring travel and other expenses before incurring such costs.

8. INVOICE PROCEDURE AND PAYMENT: Consultant shall submit invoices monthly to the Authority for work performed during the preceding calendar month. Such
invoices shall be due and payable by Authority on or before thirty (30) days from receipt by Authority. Monthly compensation will be for the Services actually performed during the billing period, invoiced in accordance with the Fee Schedule included in Exhibit B. Invoices shall also describe any work performed by subcontractors retained by Consultant and reimbursable costs. Consultant will provide sufficient detail with each invoice to substantiate the requested amount of monthly payment. At the Authority’s request, Consultant will provide additional backup such as signed time sheets, invoices for materials and subcontracted service or other documentation sufficient to establish the accuracy of the invoices. Invoices are to be submitted in a format previously approved by Authority.

9. INSURANCE: Consultant shall procure and maintain at its sole expense, for as long as Consultant is obligated to provide Services under this Contract, the policies of insurance described in Exhibit C attached hereto and in at least the minimum amounts specified in Exhibit C to protect Consultant from claims which may arise out of or result from Consultant’s Services pursuant to this Contract, whether such operations be by Consultant, by any subcontractor of Consultant, by anyone directly or indirectly employed by Consultant or Consultant’s subcontractor, or by anyone for whose acts Consultant or Consultant’s subcontractor may be liable. At least five (5) days prior to execution of this Contract, Consultant will provide to Authority’s Risk Program Manager certificates of insurance issued by each insurance company providing any of the required insurance coverage, and the text entered in each certificate must be acceptable to Authority. The requirement to provide acceptable certificates of insurance is a material condition of this Contract, and work under this Contract will not commence until certificates of insurance have been received, reviewed, and accepted by Authority. The minimum limits of liability and coverage for the insurance required are set forth in Exhibit C attached hereto, which is incorporated herein by reference.

10. INDEMNIFICATION AND RELEASE. Consultant hereby releases and discharges Authority and its agents, servants, representatives, employees, officers, directors, and Port Commissioners (collectively, the “Authority Parties”) from liability for and assumes the risk of loss or damage to the property of Consultant and the injury or death of any person employed by Consultant. Consultant shall defend, indemnify and hold harmless the Authority Parties from and against all damages, losses, costs and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys’ fees and the cost of defense), in connection with any action, proceeding, demand or claim but only to the extent caused by the negligent acts, errors, or omissions of the Consultant, its employees, agents, or subconsultants, or others for whom the Consultant is legally liable, in the performance of Services under this Contract. The Consultant is not obligated under this paragraph to indemnify the Authority Parties for the negligent acts of the Authority Parties.

Consultant shall defend, indemnify and hold harmless the Authority Parties from and against all damages, losses, costs and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys’ fees and the cost of defense), in connection with any action, proceeding, demand or claim arising out of a violation of any environmental law or regulation in effect during the Term of the Contract by the Consultant, its employees, agents, or subconsultants, or others for whom the Consultant is legally liable, in the performance of Services under this Contract.
Consulting Services Contract Form – November 2016

Contract. The Consultant is not obligated under this paragraph to indemnify the Authority Parties for the negligent acts of the Authority Parties.

Consultant’s indemnity obligations under this Section 10 shall not be limited by a limitation on the amount or type of damages, compensation or benefits owed by Consultant to any employee of Consultant under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts. The obligations of the Consultant under this Section 10 shall survive the end of the Term of the Contract.

11. LIMITATION OF LIABILITY: Except as otherwise expressly provided herein, neither Party shall be liable or responsible to the other Party for any indirect, incidental or consequential loss or damage of any nature whatsoever (including, but not limited to, contract, negligence or tort liability) of the other Party, including without limitation, any actual or anticipated profits, loss of time, inconvenience, commercial loss or any other damages, even if the Party has advance notice of the possibility of such damages.

12. DISCLOSURE OF INTERESTED PARTIES: Consultant will comply with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas Ethics Commission Rules by preparing a Texas Form 1295, “Certificate of Interested Parties” and submitting the signed and notarized form to Authority at the time Consultant submits the signed contract to Authority. This provision will only apply to contracts approved by the Port of Corpus Christi Authority Port Commission.

13. ASSIGNMENT: Neither Authority nor Consultant will assign or transfer its interest in this Contract without the written consent of the other.

14. SUSPENSION OR TERMINATION: Authority may suspend or terminate this Contract for convenience with seven (7) days prior written notice to Consultant of such action. Upon termination of this Contract in accordance with this paragraph, Authority will have no further obligation to the Consultant hereunder except to pay the Consultant unpaid fees and expenses which the Consultant can reasonably show to have been earned under this Contract. Under no circumstances may Consultant claim or recover consequential damages from Authority.

In the event of suspension of Services, the Consultant shall resume the full performance of the Services when directed in writing to do so by Authority. Suspension of the Services for reasons other than the Consultant’s negligence or failure to perform shall not affect the Consultant’s compensation as provided for in this Contract. The schedule for performance of the Services shall be amended by a mutually agreed, written modification to this Contract to reflect the suspension.

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

15. DISPUTES: Each Party agrees that any dispute between the Parties relating to this Contract will first be submitted in writing to a panel of two senior executives of the Authority and Consultant, who shall promptly meet and confer in an effort to resolve such dispute through good faith consultation and negotiation. Each Party’s executive shall be identified by notice to the other Party, and may be changed at any time thereafter also by notice to the other. Any decisions of the executives will be final and binding on the Parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either Party may then refer such dispute to mediation.

If the Parties refer to mediation any controversy or claim arising out of or relating to this Contract or the existence, validity, breach or termination thereof, whether during or after its term, they shall select a mutually acceptable mediator within forty-five (45) days thereafter. Neither Party shall unreasonably withhold consent to the selection of a mediator. The Parties shall share equally the costs of mediation. If the Parties agree, they may substitute other forms of alternative dispute resolution. Any mediation shall not extend beyond thirty (30) days after the appointment of the mediator, and should the Parties fail to resolve any dispute by mediation within such 30-day period, the Parties shall have all rights available at law or in equity.

16. ATTORNEY'S FEES, DEFAULT: In the event Consultant or Authority breach any of the terms of this Contract and the Party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting Party agrees to pay reasonable attorney's fees and costs incurred by the prevailing Party.

17. STAFFING: Consultant will designate in writing to Authority its project representative, and the manner in which it will provide staff support for the project, which must be approved by Authority. Consultant must notify Authority’s Project Representative of any change in personnel assigned to perform work under this Contract, and the Authority’s Project Representative has the right to reject the person or persons assigned to fill the position or positions. The Authority’s Project Representative shall also have the right to require the removal of the Consultant’s previously assigned personnel, including Consultant’s project representative, provided sufficient cause for such removal exists. The criteria for requesting removal of an individual will be based on, but not limited to, the following: technical incompetence, inability to meet the position’s qualifications, failure to perform, poor attendance, ethics violation, unsafe work habits, or damage to Authority or other property. Upon notice for removal, Consultant shall replace such personnel with personnel substantially equal in ability and qualifications for the positions and shall submit the proposed replacement personnel qualification and abilities to the Authority, in writing, for approval.

18. OWNERSHIP OF WORK PRODUCT: Studies, plans, reports, surveys, drawings, specifications, computations and other information (collectively “Work Product”) and documents prepared by the Consultant, subconsultants, and/or suppliers under this Contract will remain the Authority’s property upon completion. This provision does not apply to pre-existing proprietary information of Consultant, subconsultants, and/or suppliers.
19. CONFIDENTIAL INFORMATION: It is understood that information developed by or communicated to Consultant in the performance of this Contract, as well as any and all information in whatever form or medium supplied to Consultant in connection herewith which is not generally available to the public is proprietary to the Authority and constitutes confidential information of the Authority. Consultant will make no oral or written disclosure of such information to third parties either during or after the term of this Contract, except as approved in writing by the Authority’s Project Representative or as otherwise required by law. In the event the Consultant becomes aware that confidential information must be disclosed under a legal requirement, Consultant will notify Authority of the requirement and the affected information.

20. FORCE MAJEURE: Neither Party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is delayed by any cause beyond the reasonable control of the affected Party. In the event of such a delay, the time for performance for the affected Party shall be extended for a period equal to the time lost during the delay, or the Contract may be terminated in accordance with terms herein should such delay be sufficient that termination is in the best interest of the Authority.

21. SEVERABILITY and WAIVER: If any part of this Contract is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Contract, and this Contract shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Contract. Further, the failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions or options on any future occasion.

22. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The Parties agree that venue of all claims and lawsuits arising out of this Contract shall lie in Nueces County, Texas.

23. OPEN RECORDS: The Authority is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the Authority is required to disclose to the public (upon request) this Contract and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Consultant agrees that the disclosure of this Contract or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the Authority as required by the Texas Public Information Act or any other applicable law will not expose the Authority (or any party acting by, through or under the Authority) to any claim, liability or action by the Consultant.

24. NO ORGANIZATIONAL CONFLICT OF INTEREST: Consultant hereby certifies that it has no actual or potential Organizational Conflict of Interest. “Organizational Conflict of Interest” means that because of other activities or relationships with other persons or entities, the Consultant is unable or potentially unable to render impartial assistance or advice to Authority or the Consultant’s objectivity in performing the services under this Contract is or
might otherwise be impaired. Consultant agrees to immediately notify Authority of any actual or potential Organizational Conflict of Interest that develops during the term of this Contract. Consultant agrees that Authority may terminate this Contract immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Contract.

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

26. HEADINGS: All Section headings or other titles used in this Contract are used solely for convenience and shall not affect or be used in connection with the interpretation or construction of this Contract.

27. ENTIRETY OF CONTRACT: This writing embodies the entire Contract and understanding between the Parties hereto, and there are no other contracts or understandings, oral or written, between them with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing and signed by both Parties hereto.

[Signature page follows this page]
IN WITNESS WHEREOF, this Contract is made effective as of the Effective Date.

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

By: ________________________________
    Name: John P. LaRue
    Title: Executive Director
    Date: ________________________________

    “Authority”

AECOM TECHNICAL SERVICES, INC.

By: ________________________________
    Name: ________________________________
    Title: ________________________________
    Date: ________________________________

    “Consultant”
EXHIBIT A

SCOPE OF SERVICES

The Consultant will perform the following services in accordance with the terms and conditions set forth in this Contract:

**Scope of Work:** Consultant will develop overall air monitoring planning document and design, install, operate and maintain an air monitoring network at the Authority’s La Quinta Property with air monitors at the general locations depicted on the attached site map. The property contains two tenants, voestalpine Texas, LLC and Corpus Christi Liquids, LLC who operate a Hot Briquetted Iron production facility and LNG Plant, respectively, on or adjacent to the property. The TCEQ has documented dust complaints from the adjacent neighborhoods to the east and the air monitoring network will serve as a tool that will allow the Authority tenant’s to take additional prevention measures prior to fugitive dust leaving the site. The air monitoring network will include up to five (5) air monitors and will be operated for a period of 2 years with an additional one-year option. The tasks generally included for this scope of work are as follows:

- **Development of a Quality Assurance Project Plan** outlining the specifics of the air monitoring program including equipment operation, sampling detail, and data validation and management, and project protocols for sampling and quality assurance.

- Install air monitors and all necessary ancillary equipment (environmental shelters to house the monitors, solar panel and battery arrays to power the instrumentation, and hardware required for wireless communications and remote data transfer) to continuously monitor particulate matter (PM) at locations finally approved by the Authority. Air monitors will initially be DustTrak™ II Aerosol Monitor 8530 from TSI Inc. (DustTrak). The DustTrak monitors will be battery-powered, light-scattering laser photometer technology that provides continuous real-time concentration readings of PM$_{2.5}$ and PM$_{10}$ as 15 minute averages. The DustTrak monitors will be solar powered until such time that an AC power source becomes available. All air monitors will be leased from Consultant for duration of the project. Monitors will be on a stable, pole-mounted system.

- When AC power is provided to the monitoring locations, the DustTrak monitors may be converted to either MetOne BAM-1020 or TEOM units that are designated as Federal Equivalence Method (FEM) monitors for PM$_{10}$. If all locations are converted, then one location would be selected to continue monitoring both PM$_{2.5}$ and PM$_{10}$, which requires a second monitor at the same location.

- Install one filter-based, EPA Federal Reference Method (FRM) sampler (BGI PQ-200) at one location for the collection of 24-hour PM$_{10}$ samples for analysis, in accordance with EPA’s 1-in-6 day sampling calendar. Samples may also be sent off for further speciation when warranted.
• Install a 10-meter meteorological monitoring tower system at one of the air monitoring locations that can continuously measure wind speed, wind direction, and temperature. The meteorological monitoring system will also be leased from Consultant.

• Operate and maintain the air monitoring network (including air monitors, ancillary equipment, and meteorological monitoring system) such that continuous real-time air monitoring of PM$_{2.5}$ and PM$_{10}$ occurs in the finally agreed locations. When determined necessary, submit for analyses the PM$_{10}$ filter sample collected in a 24-hour sampling following EPA’s 1-in-6 day PM$_{10}$ sampling calendar.

• Manage and report data in accordance with developed protocols for this project including uploading of data into a password-protected website that updates every fifteen minutes. Coordinate alert notifications to designated recipients via email or text message when measured PM10 concentrations exceed the preset concentration thresholds or when wind speeds exceed the preset value. Review monitoring data each business day to help ensure proper instrument function and high data capture. Validate monitoring data on a monthly basis and prepare a slide deck presentation on a monthly basis. Slide deck will summarize data for previous month and all data captured to date and will be distributed electronically to the Authority.

• Conduct quality assurance audits to confirm data defensibility and validate proper instrument performance. Audits will be conducted by dedicated auditors not otherwise affiliated with the routine project operations. Audits will be conducted on-site on a quarterly basis in association with other Corpus Christi area air monitoring networks and use independent testing equipment.

**Deliverables:**

• Draft and Final Quality Assurance Project Plan

• Monthly Slide Deck Presentation of Air Monitoring Data

• Live Password-Protected Website of Data

• Quality Assurance Audit Documentation upon request.

**Schedule:**

• Draft Quality Assurance Project Plan – within 30 days following execution of contract and Final Quality Assurance Project Plan – within 2 weeks following receipt of Authority comments.
• Project Setup – installation of air monitoring network – within 30 days following execution of the contract.

• Operations and maintenance of air monitoring network – 30 days following execution of contract for a period or 2 years with an additional one-year option.
EXHIBIT B

FEE SCHEDULE

Project Fees will be in accordance with below Table 1.

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Cost</th>
<th>Billing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality Assurance Project Plan</td>
<td>$10,000</td>
<td>Fixed Fee Amount</td>
</tr>
<tr>
<td>Project Setup</td>
<td>$33,435</td>
<td>Fixed Fee Amount</td>
</tr>
<tr>
<td>Operations and Maintenance</td>
<td>$9,219</td>
<td>Monthly Fee – Fixed Fee*</td>
</tr>
<tr>
<td>Equipment Rental</td>
<td>$6,150</td>
<td>Monthly Fee – Fixed Fee*</td>
</tr>
</tbody>
</table>

*Activity to occur for a 2-year period with a one-year option period after completion of project setup. Authority will notify Consultant if wishes to continue 2-year period 60 days prior to the expiration of the 2-year period, following Commission Approval of continuation for the remaining option one-year period.

The fees listed on Exhibit B will remain in effect throughout the duration of this contract.

The Consultant will perform the Services described in Exhibit A in accordance with the terms and conditions of this Contract on a fixed rate or an hourly fee basis; provided, however, that the total fee for services rendered under this Contract will not to exceed $412,291 (plus $184,428 for one-year option following Commission approval), without Authority’s written approval. Services provided by Consultant will be billed as specified in Exhibit B. These fees will cover all of Consultant’s overhead costs, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges.

The Authority agrees to reimburse the Consultant for certain authorized and approved travel expenses incurred by the Consultant during the Term and directly resulting from the Consultant’s performance of the Services under this Contract. Reimbursement for lodging and meals may not exceed the maximum allowable per diem rates for domestic or foreign travel as set by the U.S. Department of Defense, Defense Travel Management Office. Lodging and meal per diem rates for specific locations (foreign and domestic) may be found at: [http://www.defensetravel.dod.mil/site/perdiemCalc.cfm](http://www.defensetravel.dod.mil/site/perdiemCalc.cfm). Authority will also reimburse the Consultant for Direct Costs incurred by the Consultant in performing the Services. The Consultant shall submit proper documentation of any such approved travel expenses and Direct Costs to Authority from time to time, and such costs and expenses shall be billed to Authority at Consultant’s actual cost.

Not later than the twentieth (20th) day of each calendar month, Consultant shall submit to Authority detailed invoices for all services performed and Direct Costs incurred, if any, pursuant to this Agreement during the prior calendar month. The invoices shall describe in detail the Services performed during the prior month and shall list the days and hours worked, approved Direct Costs, milestone achievements, tasks performed or completed, and the Services performed during each day of the prior month. Authority shall review the invoices and notify Consultant in writing (including email) within twenty (20) days of any disputed amounts.
Should this Contract be terminated for any reason, the Consultant will be paid all fees earned up to the termination date and any approved direct expenses incurred.
EXHIBIT C

INSURANCE

Without limiting the indemnity obligations or liabilities of Consultant or its insurers, provided herein, Consultant agrees to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum amounts as follows:

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Workers' Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>B. Employer's Liability</td>
<td>$500,000 per Occurrence</td>
</tr>
<tr>
<td></td>
<td>$500,000 Aggregate</td>
</tr>
<tr>
<td>C. Commercial General Liability</td>
<td>$1,000,000 per Occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 Aggregate</td>
</tr>
<tr>
<td>D. Business Automobile Liability</td>
<td>$1,000,000 per Occurrence</td>
</tr>
<tr>
<td>E. Professional Liability</td>
<td>$2,000,000 per Claim and in the aggregate</td>
</tr>
<tr>
<td>F. Umbrella Liability</td>
<td>$5,000,000 per Occurrence and in the aggregate</td>
</tr>
<tr>
<td>G. Contractor’s Pollution Liability</td>
<td>$2,000,000 per Occurrence and in the aggregate</td>
</tr>
</tbody>
</table>

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

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

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

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

Each policy, except Professional Liability, must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, its Port Commissioners, officers and employees (“Authority Parties”). Additionally, the Authority...
Parties shall be designated as an Additional Insured either by a blanket additional insured or a specific endorsement on all policies, except for Worker’s Compensation, Employer’s Liability, and Professional Liability. In the event that the work of Consultant’s employees fall within the purview of the United States Longshoremen’s and Harbor Workers’ Compensation Act, the Jones Act or the Federal Employer’s Liability Act, Consultant shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts.

Each policy, except Workers’ Compensation and Professional Liability, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insureds with respect to claims arising under this Contract.

The insurance required as listed above, shall apply to any contractor or subcontractor performing for or on behalf of Consultant, and Consultant shall ensure that any such subcontractor is aware of and is in compliance with the insurance requirements during any period such contractor is performing work under this Contract.

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

Consultant’s liability shall not be limited to the specified amounts of insurance required herein.
DATE: June 20, 2017

TO: Port Commission

FROM: Russell Cordo, Assistant Harbormaster
russell@pocca.com
(361) 885-6166

SUMMARY: Staff requests approval of a temporary rule change to Tariff 100-A to include a three (3) hour notice requirement to the Harbormaster for vessel movements at deep draft docks for a 120 day trial period effective July 1, 2017.

BACKGROUND: On April 18, 2017, the Port Commission approved a temporary rule change to Tariff 100-A to require a 4-hour notice to the Harbormaster for vessel movements for a 120 day trial period beginning July 1, 2017. The intent of July 1, 2017, effective date was to allow the Harbormaster, Aransas-Corpus Christi Pilots, and Industry sufficient time to collect data prior to implementation of the temporary rule change. Based on meetings and feedback from users, Staff recommends the temporary rule change be revised to include a three (3) hour notice requirement to the Harbormaster for vessel movements to or from all berths capable of mooring a sea-going vessel, except for Suez class vessels which will require a four (4) hour notice. The intent is to improve efficiency on the Port’s Waterways which will benefit all users. The temporary rule change and notice language is attached hereto. The trial period will begin July 1, 2017, and will be effective for a term of 120 days. During the 120 day trial period, the Harbormaster, Aransas-Corpus Christi Pilots, and Industry will compile data to determine whether a 3 hour notice to the Harbormaster improves efficiency on the Port’s Waterways. Following the 120 day trial period, staff may request that the Port Commission approve a permanent rule change.

During the trial period, there will be no change in the Aransas-Corpus Christi Pilot cancellation or detention charges. Any change to cancellation or detention charges must be approved by the Pilot Board.
South Texas Waterways Advisory Committee (STWAC) was briefed on the temporary tariff change May 30, 2017 and agreed by unanimous vote to recommend the temporary rule change for consideration by the Port Commission on June 20, 2017. The data collected from the 120 day trial period will be shared with STWAC. The Port Commission may call upon STWAC to make a recommendation as to a permanent rule change.

**ALTERNATIVES:** Adopt a permanent rule change and forego the 120 day trial period.

**CONFORMITY TO PORT POLICY:** Yes.

**EMERGENCY:** No.

**FINANCIAL IMPACT:** None.

**STAFF RECOMMENDATION:** Staff recommends approval of a temporary rule change to Tariff 100-A to include a three (3) hour notice requirement to the Harbormaster for vessel movements at deep draft docks for a 120 day trial period effective July 1, 2017.

**DEPARTMENTAL CLEARANCES:**
- Originating Department: Harbormaster’s Office
- Reviewed By: Russel Cordo
- Legal: Dane Bruun
- Senior Staff: John LaRue, Sean Strawbridge

**LIST OF SUPPORTING DOCUMENTS:**

Notice and Temporary Rule Change
The Note below includes applicable definitions from Tariff 100-A for easy reference.

**NOTICE TO ALL PORT USERS:**

The following Tariff Item is effective for a term of 120 days beginning on July 1, 2017. During the 120 day trial period, the Harbormaster, Aransas-Corpus Christi Pilots, and Industry will compile data to determine whether a 3 hour notice to the Harbormaster improves efficiency on the Port’s Waterways. Following the 120 day trial period, the Port Commission may approve a permanent rule change.

**ITEM _____ (I) Eff. 7-1-2017**

**THREE HOUR NOTICE TO HARBORMASTER**

All Users of Waterways must provide the Harbormaster a minimum three (3) hours’ notice prior to any inbound movement, outbound movement, or shifting. This notice requirement is limited to vessel movements to or from any berth capable of mooring a sea-going vessel.

All Suez class vessels must provide a minimum four (4) hours’ notice prior to any inbound movement, outbound movement, or shifting.

A Vessel’s order may be postponed two (2) hours prior to movement.

**NOTE – Tariff Item 100 (Definitions):**

USER - Any person or entity using Terminal Facilities or Waterways, or to whom or for whom any service, work or labor is furnished, performed, done or made available by the Port Authority, or any person or entity owning or having custody of cargo moving over such facilities or waterways. (C) 1-1-2017

VESSEL - Any vessel used for the transportation by water of marine cargo, whether self-propelled or non self-propelled and shall include in its meaning the owner thereof. See also Item 674 (C) 9-8-2009

WATERWAYS - The Corpus Christi Ship Channel, LaQuinta Channel with its tributary channel known as Jewel Fulton Canal, the Inner Harbor and the canals in Rincon Industrial Park, the channels connecting them with the Corpus Christi Ship Channel, and all other channels or canals within the jurisdiction of the Port Authority. See also item 674 (C) 9-8-2009
DATE:       June 20, 2017
TO:         Port Commission
FROM:       David L. Krams, P.E.
            Director of Engineering Services
            Krams@pocca.com
            (361) 885-6134

SUMMARY:    Staff requests approval of the attached Change Order with Russell Marine LLC, in the amount of $162,327 for additional work associated with providing modifications to the dock safety unit platform, and to provide foundations and supports for the 30” pipeline and electrical cable trays for the Oil Dock 15 project.

BACKGROUND: On May 17, 2016, the Commission approved a lease agreement for the construction and operation of a new Oil Dock 15. This new oil dock, which will be used exclusively by NuStar Logistics, L.P., will support NuStar’s liquid bulk loading operations that has now ceased at Cargo Dock 10 due to the construction of the New Harbor Bridge. The proposed Oil Dock 15 will be located just west of NuStar Oil Dock 16. On September 29, 2016, the Port Commission awarded the construction contract to Russell Marine, LLC in the amount of $17,001,600 for the Oil Dock 15 project.

Port staff has been working with NuStar to make design changes to the dock structure and the crude loading facilities that will meet their needs for interim and future operations. Port Commission has in recent months approved amendments to design agreements with CH2M for making NuStar’s mechanical, electrical and instrumentation request changes, and change orders have been approved for Russell Marine to implement some of those changes to the dock construction. The attached change order addresses other changes to the dock structure primarily related to expanding the platform which will support the facility’s dock safety units, and providing concrete foundations and steel supports for the 30” crude line which will feed Oil Dock 15 and to support electrical conduits serving the dock. Cost to expand the platform for the dock safety units by providing additional structural steel and grating is $58,555, while the cost for the additional foundations and supports for the pipe and conduits is $103,772, for a total change order amount of $162,327.

ALTERNATIVES: N/A

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

EMERGENCY: None.
FINANCIAL IMPACT: The currently approved contingency on this project is $510,048. To date, $124,186.28 of the contingency has been expended, leaving a balance of $385,861.72 available for extra work as required. With approval of this proposed change order, $223,534.72 would remain in contingency.

STAFF RECOMMENDATION: Staff requests approval of the attached Change Order to Russell Marine LLC, in the amount of $162,327 for additional work associated with providing modifications to the dock safety unit platform, and to provide foundations and supports for pipe and cable trays for the Oil Dock 15 project.

While the re-design of the mechanical, electrical and instrumentation is now complete, PCCA Staff and NuStar representatives are discussing NuStar constructing those remaining non-dock structure improvements. Therefore, a deductive change order is anticipated being brought to the Commission for action in July 2017 to adjust Russel Marine’s contract accordingly.

DEPARTMENTAL CLEARANCES:

Originating Department: Engineering Services
Reviewed & Approved: David Krams
Dave Michaelsen
Bert Perez
Legal: Used standard template
Senior Staff: John LaRue
Sean Strawbridge
Dennis DeVries

LIST OF SUPPORTING DOCUMENTS:

Change Order
CHANGE ORDER
Change Order No. 16
Date: June 20, 2017
Page: 1 of 2

PROJECT: Construction of Oil Dock 15
PROJECT NUMBER: 16-033A
CONTRACTOR: Russell Marine, LLC.

****************************************************************************************
This contract is modified to include the changes listed below, and the contract price and/or contract time will be changed to reflect these modifications:

See attached description of modifications and breakdown of charges on Page 2.

Increase in Contract Price: $162,327.00
Increase in Contract Time: 0 days

****************************************************************************************
Original Contract Amount: $17,001,600.00
Total Amount of Previous Change Orders: $680,758.78
Amount of this Change Order: $162,327.00
Revised Contract Amount: $17,844,685.78

Notice to Proceed Date: October 27, 2016
Original Contract Time (Substantial Completion): 180 days
Previous Changes in Contract Time: 88 days
Calendar Days for this Change Order: 0 days
Revised Contract Time (Substantial Completion): 268 days
Required Substantial Completion Date: July 22, 2017
Required Completion Date (60 days after Substantial Completion): September 20, 2017

The change in contract price incorporates all costs for this Change Order including but not limited to the following—direct and indirect costs, overhead, profit, insurance, bonds, labor, materials, equipment, supervision, and delays. This Change Order is accepted and executed by the Port of Corpus Christi Authority and Russell Marine, LLC. as signed by their duly authorized representatives below.

Port of Corpus Christi Authority
By: _________________________________
   Bert Perez, P.E.
   Project Engineer

By: _________________________________
   David L. Krams, P.E.
   Director of Engineering Services

Russell Marine, Inc.
By: _________________________________
   Greg Harner
   Regional Vice President

By: _________________________________
   Date: ________________________________
   David L. Krams, P.E.
   Director of Engineering Services

Date: June 20, 2017
PROJECT: Construction of Oil Dock 15
PROJECT NUMBER: 16-033A
CONTRACTOR: Russell Marine, LLC.

1. Cost for labor, equipment and materials associated with the Nustar redesign of the Dock Safety Unit (DSU) structural steel platform. Work entails extending the DSU platform north an additional 20 feet to bent PS-15-1 as shown on revised drawing 16-033A-054.

   Increase $ 58,555.00
   Increase 0 Days

2. Cost for labor, equipment and materials associated with the redesign and Realignment of the 30-inch Nustar pipeline feeding Oil Dock 15. Work entails the addition of six (6) structural steel pipe supports with concrete foundations as shown on revised drawing 16-033A-059C.

   Increase $ 37,569.00
   Increase 0 Days

3. Cost for labor, equipment and materials the addition of foundations for the electrical cable tray serving the dock from the on shore electrical building. Work entails the addition of nine (9) structural steel supports with concrete foundations as shown on revised drawing 16-033A-059C.

   Increase $ 66,203.00
   Increase 0 Days

   TOTAL INCREASE IN CONTRACT PRICE $ 162,327.00
   TOTAL INCREASE IN CONTRACT TIME 0 Days
DATE: June 20, 2017

TO: Port Commission

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

SUMMARY: Staff requests approval for a Professional Services Contract with Govind Development, LLC, at a cost not to exceed $235,000 for professional engineering services associated with developing a liquids handling facility at the former Bulk Dock 3 layberth dock.

BACKGROUND: Earlier this year, the PCCA acquired equipment to support development of a bulk liquids handling facility at the former Bulk Dock 3 layberth. In addition, Staff is currently engaged in negotiations with confidential customers regarding projects that would utilize this equipment to support barge/ship to shore transfer of refined petroleum products. These potential projects are related to emergent market opportunities, and expedited project development is necessary to take advantage of market conditions. To this end, staff negotiated a Professional Services Contract with Govind Development in April 2017 in the amount of $48,500 to initiate conceptual plans and develop a scope to create a liquids handling facility at Bulk Dock 3.

Now that the commercial and operational needs have been better defined for a specific customer, staff negotiated a Professional Services Contract with Govind to develop preliminary and final design, procurement, and construction documents necessary to construct and commission an initial workable petroleum liquids transfer facility specifically to load rail cars with petroleum products from barges berthed at the barge mounted loading facility at Bulk Dock 3. The facility will be designed to be capable of being expanded to support multiple customers. Engineering services will be performed on a time and materials basis and will generally include evaluating and incorporating the recently acquired equipment into the project, coordinating with potential customers to evaluate operational needs, developing and evaluating alternatives to meet the operational requirements, and providing design and construction documents, for piping, valves, support structures and other equipment necessary for a completed and working system. The scope of work will also include evaluating the expected mooring and breasting loads from anticipated vessel traffic and providing recommendations and designs for any needed modifications to ensure safe mooring at the dock facility.

ALTERNATIVES: Alternatives will be developed during project design, working in conjunction with potential customers to identify operational parameters and expectations.
CONFORMITY TO PORT POLICY: The project conforms to the PCCA’s Strategic Plan (Strategic Goal #2 – Provide Facilities and Services to Meet Customer Needs, Strategic Objective #2B – Provide Public Docks and Support Private Facilities to Facilitate Maritime and Industrial Development, Action #4 – Develop Process to Support Private Customer Projects).

EMERGENCY: Although this is not an emergency action, engineering and design services are required to provide contract documents to construct an operating system on a schedule that will meet the commercial needs of the customer.

FINANCIAL IMPACT: This is a strategic unbudgeted capital project to meet emergent commercial opportunities.

STAFF RECOMMENDATION: Staff recommends approval of a Professional Services Contract with Govind Development, LLC for engineering services associated with professional engineering services to develop a liquids handling facility at the former Bulk Dock 3 layberth for use in unloading and transferring petroleum products to rail cars at a cost not to exceed $235,000. Staff further recommends that the Director of Engineering Services be granted a 5 percent contingency ($11,750) to cover any minor changes in the scope of work during design phase of the project such as providing additional provisions in the design to address operational requirements for other potential customers as commercial and technical details develop.

DEPARTMENTAL CLEARANCES:

<table>
<thead>
<tr>
<th>Originating Department</th>
<th>Engineering</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reviewed &amp; Approved</td>
<td>David Krams</td>
</tr>
<tr>
<td></td>
<td>Brett Flint</td>
</tr>
<tr>
<td></td>
<td>Natasha Fudge</td>
</tr>
<tr>
<td>Legal</td>
<td>Standard Professional Services Contract</td>
</tr>
<tr>
<td>Senior Staff</td>
<td>John LaRue</td>
</tr>
<tr>
<td></td>
<td>Sean Strawbridge</td>
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<tr>
<td></td>
<td>Dennis DeVries</td>
</tr>
</tbody>
</table>

LIST OF SUPPORTING DOCUMENTS:

Professional Services Contract
Former Bulk Dock 3 Layberth – Floating Dock Project

Project Location
Bulk Dock 3

Bulk Dock 3
PROFESSIONAL ENGINEERING SERVICES CONTRACT

PROJECT NAME: BULK LIQUID HANDLING FACILITY AT THE FORMER BULK DOCK 3 LAYBERTH
PROJECT NUMBER: 17-033C

THIS CONTRACT (the “Contract”) is made and entered into effective as of the _____ day of June, 2017 (“Effective Date”) by and between the Port of Corpus Christi Authority of Nueces County, Texas (“Authority”), and Govind Development, LLC. (“Engineer”), each a “Party” and collectively as “Parties”.

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

1. CONTRACT: Authority hereby engages the Engineer and the Engineer hereby accepts its engagement for the purpose of providing to Authority the engineering services (“Services”) as are generally described in the “Scope of Services” set forth in Exhibit A to this Contract which is incorporated herein by reference. Engineering designs, reports, drawings and specifications prepared hereunder will be sealed by a Registered Professional Engineer licensed to practice in the State of Texas and in accordance with applicable provisions of the Texas Engineering Practice Act and Rules of the Texas Board of Professional Engineers.

2. PERIOD OF SERVICE: The Engineer shall complete the Services on or before March 31, 2018 (the “Deadline”), unless the Authority agrees to extend the Deadline for good reason; provided, however, that the Authority may terminate this Contract at any time in accordance with Section 14. Time is of the essence in performance of this Contract. There will be no obligation established between Authority and the Engineer for performance of the Services until Authority provides the Engineer with a written notice to proceed which shall be issued upon execution of this Contract and receipt by the Authority of appropriate Certificates of Insurance and other documentation as may be required herein. The term of this Contract (“Term”) shall begin on the Effective Date and shall end on the first to occur of the following: (1) the Deadline, as the same may have been extended by the Authority, (2) the date on which, in the opinion of Authority, all of the Services have been rendered, (3) the date on which this Contract is terminated by the Authority pursuant to Section 14, or (4) the date on which this Contract is terminated by the Engineer pursuant to Section 14.

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

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

Carlos Martinez, P.E.
222 Power Street
Corpus Christi, Texas 78401
Phone: 361.885.6692
E-mail: carlos@pocca.com

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

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

If to the Authority: John P. LaRue
Executive Director
Port of Corpus Christi Authority
222 Power Street
Corpus Christi, Texas 78401
E-mail: john@pocca.com

If to the Engineer: Ajmer S. Kular, P.E., PMP
Vice President, Civil/Structural Engineering
Govind Development, LLC.
9359 IH 37, Suite A
Corpus Christi, Texas 78409
E-mail: akular@govinddevelopment.com

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

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

6. ENGINEER’S RESPONSIBILITIES: In addition to all other obligations contained herein, the Engineer agrees, warrants, and represents that:

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

6.2 The Engineer shall perform the Services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license;
6.3 The Engineer will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of Services;

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

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

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

6.7 Engineer’s Opinions of probable cost or other forms of cost estimates will be based on the Engineer’s experience, the design, and current market conditions to the extent practicable. Authority hereby acknowledges that Engineer cannot warrant that estimates of probable cost provided by Engineer will not vary from actual market prices obtained by Authority;

6.8 Engineer is an independent contractor for the performance of his duties under this Contract. Accordingly, the Engineer shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Engineer’s activities in accordance with this Contract. Engineer is responsible for payment of the compensation, including any withholding, Social Security, or other taxes on such compensation, of any subcontractors retained by Engineer, or Engineer’s employees performing work on the Project;

6.9 Engineer has and hereby retains full control of any supervision over the Engineer’s obligations hereunder and over any persons employed or subcontracted by the Engineer for performing Services hereunder;

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

6.11 As of the Effective Date and at all times while providing Services hereunder, the Engineer shall possess and maintain in good standing any and all licenses or other authorizations and approvals necessary to perform the Services consistent with its status as an independent contractor and in compliance with all applicable laws and regulations;

6.12 Engineer may, with prior written approval of Authority, use representations of designs or other engineering services provided hereunder for promotional purposes.
Authority reserves the right to review and approve, in advance of any publication or use, promotional materials containing reference to or images related to the work produced under this Contract.

7. COMPENSATION: The compensation to be paid Engineer for providing the Services shall be the compensation described in Exhibit B hereto, which is incorporated herein by reference; provided, however, the total paid to Engineer for the Services shall not exceed Two Hundred Thirty Five Thousand Dollars ($235,000.00). Engineer will obtain the approval of Authority's Project Representative relative to incurring travel and other expenses before incurring such costs.

8. INVOICE PROCEDURE AND PAYMENT: Engineer shall submit invoices monthly to the Authority for work performed during the preceding calendar month. Such invoices shall be due and payable by Authority on or before thirty (30) days from receipt by Authority. Monthly compensation will be for the Services actually performed during the billing period, invoiced in accordance with the Fee Schedule included in Exhibit B. Invoices shall also describe any work performed by subcontractors retained by Engineer and reimbursable costs. Subcontractor cost mark-up shall not exceed five percent (5%). Engineer will provide sufficient detail with each invoice to substantiate the requested amount of monthly payment. At the Authority’s request, Engineer will provide additional backup such as signed time sheets, invoices for materials and subcontracted service or other documentation sufficient to establish the accuracy of the invoices. Invoices are to be submitted in a format previously approved by Authority.

9. INSURANCE: Engineer shall procure and maintain at its sole expense, for as long as Engineer is obligated to provide Services under this Contract, the policies of insurance described in Exhibit C attached hereto and in at least the minimum amounts specified in Exhibit C to protect Engineer from claims which may arise out of or result from Engineer’s Services pursuant to this Contract, whether such operations be by Engineer, by any subcontractor of Engineer, by anyone directly or indirectly employed by Engineer or Engineer’s subcontractor, or by anyone for whose acts Engineer or Engineer’s subcontractor may be liable. At least five (5) days prior to execution of this Contract, Engineer will provide to Authority’s Risk Program Manager certificates of insurance issued by each insurance company providing any of the required insurance coverage, and the text entered in each certificate must be acceptable to Authority. The requirement to provide acceptable certificates of insurance is a material condition of this Contract, and work under this Contract will not commence until certificates of insurance have been received, reviewed, and accepted by Authority. The minimum limits of liability and coverage for the insurance required are set forth in Exhibit C attached hereto, which is incorporated herein by reference.

10. INDEMNIFICATION AND RELEASE. Engineer hereby releases and discharges Authority and its agents, servants, representatives, employees, officers, directors, and Port Commissioners (collectively, the “Authority Parties”) from liability for and assumes the risk of loss or damage to the property of Engineer and the injury or death of any person employed by Engineer. Engineer shall defend, indemnify and hold harmless the Authority Parties from and against all damages, losses, costs and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys’ fees and the cost of defense), in connection with any action,
proceeding, demand or claim but only to the extent caused by the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subconsultants, or others for whom the Engineer is legally liable, in the performance of Services under this Contract. The Engineer is not obligated under this paragraph to indemnify the Authority Parties for the negligent acts of the Authority Parties.

Engineer shall defend, indemnify and hold harmless the Authority Parties from and against all damages, losses, costs and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys’ fees and the cost of defense), in connection with any action, proceeding, demand or claim arising out of a violation of any environmental law or regulation in effect during the Term of the Contract by the Engineer, its employees, agents, or subconsultants, or others for whom the Engineer is legally liable, in the performance of Services under this Contract. The Engineer is not obligated under this paragraph to indemnify the Authority Parties for the negligent acts of the Authority Parties.

Engineer’s indemnity obligations under this Section 10 shall not be limited by a limitation on the amount or type of damages, compensation or benefits owed by Engineer to any employee of Engineer under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts. The obligations of the Engineer under this Section 10 shall survive the end of the Term of the Contract.

11. LIMITATION OF LIABILITY: Except as otherwise expressly provided herein, neither Party shall be liable or responsible to the other Party for any indirect, incidental or consequential loss or damage of any nature whatsoever (including, but not limited to, contract, negligence or tort liability) of the other Party, including without limitation, any actual or anticipated profits, loss of time, inconvenience, commercial loss or any other damages, even if the Party has advance notice of the possibility of such damages.

12. DISCLOSURE OF INTERESTED PARTIES: Engineer will comply with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas Ethics Commission Rules by preparing a Texas Form 1295, “Certificate of Interested Parties” and submitting the signed and notarized form to Authority at the time Engineer submits the signed contract to Authority.

13. ASSIGNMENT: Neither Authority nor Engineer will assign or transfer its interest in this Contract without the written consent of the other.

14. SUSPENSION OR TERMINATION: Authority may suspend or terminate this Contract for convenience with seven (7) days prior written notice to Engineer of such action. Upon termination of this Contract in accordance with this paragraph, Authority will have no further obligation to the Engineer hereunder except to pay the Engineer unpaid fees and expenses which the Engineer can reasonably show to have been earned under this Contract. Under no circumstances may Engineer claim or recover consequential damages from Authority.
In the event of suspension of Services, the Engineer shall resume the full performance of the Services when directed in writing to do so by Authority. Suspension of the Services for reasons other than the Engineer’s negligence or failure to perform shall not affect the Engineer’s compensation as provided for in this Contract. The schedule for performance of the Services shall be amended by a mutually agreed, written modification to this Contract to reflect the suspension.

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

15. DISPUTES: Each Party agrees that any dispute between the Parties relating to this Contract will first be submitted in writing to a panel of two senior executives of the Authority and Engineer, who shall promptly meet and confer in an effort to resolve such dispute through good faith consultation and negotiation. Each Party’s executive shall be identified by notice to the other Party, and may be changed at any time thereafter also by notice to the other. Any decisions of the executives will be final and binding on the Parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either Party may then refer such dispute to mediation.

If the Parties refer to mediation any controversy or claim arising out of or relating to this Contract or the existence, validity, breach or termination thereof, whether during or after its term, they shall select a mutually acceptable mediator within forty-five (45) days thereafter. Neither Party shall unreasonably withhold consent to the selection of a mediator. The Parties shall share equally the costs of mediation. If the Parties agree, they may substitute other forms of alternative dispute resolution. Any mediation shall not extend beyond thirty (30) days after the appointment of the mediator, and should the Parties fail to resolve any dispute by mediation within such 30-day period, the Parties shall have all rights available at law or in equity.

16. ATTORNEY’S FEES, DEFAULT: In the event Engineer or Authority breach any of the terms of this Contract and the Party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting Party agrees to pay reasonable attorney’s fees and costs incurred by the prevailing Party.

17. STAFFING: Engineer will designate in writing to Authority its project representative, and the manner in which it will provide staff support for the project, which must be approved by Authority. Engineer must notify Authority’s Project Representative of any change in personnel assigned to perform work under this Contract, and the Authority’s Project Representative has the right to reject the person or persons assigned to fill the position or positions. The Authority’s Project Representative shall also have the right to require the removal of the Engineer’s previously assigned personnel, including Engineer’s project representative, provided sufficient cause for such removal exists. The criteria for requesting removal of an individual will be based on, but not limited to, the following: technical incompetence, inability to meet the position’s qualifications,
failure to perform, poor attendance, ethics violation, unsafe work habits, or damage to Authority or other property. Upon notice for removal, Engineer shall replace such personnel with personnel substantially equal in ability and qualifications for the positions and shall submit the proposed replacement personnel qualification and abilities to the Authority, in writing, for approval.

18. OWNERSHIP OF WORK PRODUCT: Studies, plans, reports, surveys, drawings, specifications, cost estimates, computations and other information (collectively “Work Product”) and documents prepared by the Engineer, subconsultants, and/or suppliers under this Contract will remain the Authority’s property upon completion. This provision does not apply to pre-existing proprietary information of Engineer, subconsultants, and/or suppliers.

19. CONFIDENTIAL INFORMATION: It is understood that information developed by or communicated to Engineer in the performance of this Contract, as well as any and all information in whatever form or medium supplied to Engineer in connection herewith which is not generally available to the public is proprietary to the Authority and constitutes confidential information of the Authority. Engineer will make no oral or written disclosure of such information to third parties either during or after the term of this Contract, except as approved in writing by the Authority’s Project Representative or as otherwise required by law. In the event the Engineer becomes aware that confidential information must be disclosed under a legal requirement, Engineer will notify Authority of the requirement and the affected information.

20. FORCE MAJEURE: Neither Party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is delayed by any cause beyond the reasonable control of the affected Party. In the event of such a delay, the time for performance for the affected Party shall be extended for a period equal to the time lost during the delay, or the Contract may be terminated in accordance with terms herein should such delay be sufficient that termination is in the best interest of the Authority.

21. SEVERABILITY and WAIVER: If any part of this Contract is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Contract, and this Contract shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Contract. Further, the failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions or options on any future occasion.

22. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The Parties agree that venue of all claims and lawsuits arising out of this Contract shall lie in Nueces County, Texas.

23. OPEN RECORDS: The Authority is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the Authority is required to disclose to the public (upon request) this Contract and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Engineer agrees that the disclosure of this Contract or any other information or
materials related to the consummation of the transactions contemplated hereby to the public by the Authority as required by the Texas Public Information Act or any other applicable law will not expose the Authority (or any party acting by, through or under the Authority) to any claim, liability or action by the Engineer.

24. NO ORGANIZATIONAL CONFLICT OF INTEREST: Engineer hereby certifies that it has no actual or potential Organizational Conflict of Interest. “Organizational Conflict of Interest” means that because of other activities or relationships with other persons or entities, the Engineer is unable or potentially unable to render impartial assistance or advice to Authority or the Engineer’s objectivity in performing the services under this Contract is or might otherwise be impaired. Engineer agrees to immediately notify Authority of any actual or potential Organizational Conflict of Interest that develops during the term of this Contract. Engineer agrees that Authority may terminate this Contract immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Contract.

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

26. HEADINGS: All Section headings or other titles used in this Contract are used solely for convenience and shall not affect or be used in connection with the interpretation or construction of this Contract.

27. ENTIRETY OF CONTRACT: This writing embodies the entire Contract and understanding between the Parties hereto, and there are no other contracts or understandings, oral or written, between them with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing and signed by both Parties hereto.

[Signature page follows this page]
IN WITNESS WHEREOF, this Contract is made effective as of the Effective Date.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By:  
Name: John P. LaRue  
Title: Executive Director  
Date:  

“Authority”

GOVIND DEVELOPMENT, LLC.

By:  
Name: Ajmer S. Kular, P.E.  
Title: Vice President  
Date:  

“Engineer”
EXHIBIT A

SERVICES

The Engineer will perform the following services in accordance with the terms and conditions set forth in this Contract:

Scope of Work:

1. Coordinate a kick-off meeting with PCCA staff to establish project goals and identify any special needs or considerations necessary to establish the requirements for design. Subsequent meetings will occur as agreed to and directed by PCCA to ensure project goals and specifications are outlined thoroughly.

2. Review of information provided by PCCA to include:
   a. Available Geotechnical Data
   b. Available survey Data
   c. Available Data regarding Pipelines and Utilities in the area
   d. As-built and / or design information for the existing concrete dock and floating barge dock
   e. Available design information
   f. Operational manuals (if available)

3. Identification of permitting requirements to support the anticipated use

4. Evaluate existing site survey and geotechnical data for adequacy in supporting the design and, recommend additional survey, geotechnical or other site investigations necessary to support development of final designs.

5. Engineer will provide professional engineering services to inspect, evaluate, and identify repairs, modifications, and additional land survey and elements necessary to convert a floating liquids transfer station consisting of a two modified barges, hose tower, crane, Dock Safety Unit (DSU), spuds, fenders and associated appurtenances and equipment for use in unloading and transfer of refined petroleum products. The design will also incorporate modifications and reuse of an existing structural pipe bridge located at Oil Dock 1. The Floating Barge system is currently moored and anchored by spuds at Bulk Dock 3, located at the east end of the Bulk Terminal.

6. Design will include the following elements:
   a. The system is to be reconfigured, upgraded, modified, and repaired as needed to support direct transfer of diesel fuel and gasoline from inland and ocean going
EXHIBIT A

SERVICES

barges, and small tanker vessels to approximately nine railcar loading stations and/or to storage tanks. Each loading station may provide connection points for existing portable transload units, or will be provided with a platform(s) complete with stairway, two fuel loading points per each loading station and a vapor recovery hose and safety handrail.

b. Engineer will review technical information on the portable transload units, and make a recommendation based on technical issues and cost as to whether or not the transloaders can be used.

c. Design new diesel and gasoline conveyance pipelines with manifold and distribution to nine railcar loading stations. The structural pipe bridge once moved from Dock 1 will be modified by installing new structural supports for carrying two or more petroleum product pipelines. The pipelines will be installed overhead on the bridge which is to be moved from Dock 1 and modified, if necessary, based on structural calculations

d. Provide specifications for a vapor recovery and combustor unit complete with makeup propane gas tank, safety equipment, and instrumentation

e. Design slop tank for removal of residual petroleum products from pipeline and Nitrogen purge system with piping and safety equipment, if required

f. Design spill control, prevention and collection system for the railcar loading stations

g. Design the rerouting of existing power system, as necessary, to support loading stations

h. Design electrical controls, as necessary to support the loading facility

i. Design additional lighting for the railcar loading areas, if required

j. Functional vessel to shore petroleum liquids transfer system design will include transfer of diesel fuel and gasoline at the rates identified by the potential customers, and capacity to support use by multiple costumers

k. Design comply with applicable codes and regulations

l. Identification of design vessels and evaluation of the optimal barge location, spud loads, recommended spud depths, and additional mooring necessary to support the anticipated operations
EXHIBIT A
SERVICES

7. Engineer will prepare construction plans and specifications for the selected options and provide 60% and 90% review sets and final Issued for Bid Documents incorporating PCCA comments.
   a. Preparation of project schedule and construction sequencing
   b. Preparation of bid and construction drawings, specifications and documents

8. Preparation of an opinion with updates provided with each submittal, if necessary, of probable construction cost

9. Provide technical support for the pre-bid meeting
   a. Respond to bidder questions and provide technical support for preparation of bid addendums, as requested by PCCA
   b. Provide technical review of bids, as requested and incorporate issued addendums into drawings and technical specifications to produce issued for Construction documents and update the Opinion of Probable Cost and Construction Schedule, as necessary

Deliverables:

1. Survey work completed in conjunction with this project. Final reports to be sealed by a Registered Professional Surveyor

2. Geotechnical report, if necessary, covering any geotechnical work completed

3. 60% Submittal to include layouts and details, preliminary technical specifications, Opinion of Probable Cost (OPC) and a conceptual construction schedule
   a. Drawings, Specifications, and OPC (1 - 11x17 copy)
   b. Drawings, Specifications, and OPC (PDF)

4. 90% Submittal to include final layouts, details and specifications for final review, include phase alternatives as necessary. The Engineer’s Opinion of Probable Cost and construction schedule should be updated to reflect the final design.
   a. Drawings, Specifications, and OPC (1 - 11x17 copy)
   b. Drawings, Specifications, and OPC (PDF)

5. Issued for Bid Drawing and Specifications sealed by a Registered Professional Engineer licensed to practice in the state of Texas
EXHIBIT A

SERVICES

a. Drawings, Specifications, and OPC (3 - 11x17 copies)
b. Drawings, Specifications, and OPC (PDF)
c. Drawings, Specifications, and OPC (Native File)

6. Issued for Construction Drawings and Specifications incorporating addendums and modifications resulting from bidder questions. Construction Drawings and Specifications sealed by a Registered Professional Engineer licensed to practice in the state of Texas and updated opinion of probable cost, as appropriate.

a. Drawings, Specifications, and OPC (3 - 11x17 copies)
b. Drawings, Specifications, and OPC (PDF)
c. Drawings, Specifications, and OPC (Native File)

Schedule:

- Data Collection Deliverable - 2 weeks after Notice to Proceed
- Geotechnical Report - 4 weeks after PCCA Authorization
- Topographic Survey - 2 weeks after PCCA Authorization
- Preliminary Design - 2 weeks after Kickoff Meeting
- Final Design 60% Review - 6 weeks after PCCA Preliminary Design approval
- Final Design 90% Review - 3 weeks after 60% PCCA Review comments transmitted
- Final Design IFC Package - 1 week after 90% PCCA Review comments transmitted
The Engineer will perform the Services described in Exhibit A in accordance with the terms and conditions of this Contract on an hourly fee basis; provided, however, that the total fee for services rendered under this Agreement will not exceed $235,000.00, without Authority’s written approval. Services provided by Engineer will be billed at the hourly rates specified in Exhibit B. These fees will cover all of Engineer’s overhead costs, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges.

The Authority agrees to reimburse the Engineer for certain authorized and approved travel expenses incurred by the Engineer during the Term and directly resulting from the Engineer’s performance of the Services under this Contract. Reimbursement for lodging and meals may not exceed the maximum allowable per diem rates for domestic or foreign travel as set by the U.S. Department of Defense, Defense Travel Management Office. Lodging and meal per diem rates for specific locations (foreign and domestic) may be found at: http://www.defensetravel.dod.mil/site/perdiemCalc.cfml. Authority will also reimburse the Engineer for document production costs and other direct costs (collectively, “Direct Costs”) incurred by the Engineer in performing the Services. The Engineer shall submit proper documentation of any such approved travel expenses and Direct Costs to Authority from time to time, and such costs and expenses shall be billed to Authority at Engineer’s actual cost.

Not later than the twentieth (20th) day of each calendar month, Engineer shall submit to Authority detailed invoices for all services performed and Direct Costs incurred, if any, pursuant to this Agreement during the prior calendar month. The invoices shall describe in detail the Services performed during the prior month and shall list the days and hours worked, the hourly rates charged, pre-approved Direct Costs, milestone achievements, tasks performed or completed, and the Services performed during each day of the prior month. Authority shall review the invoices and notify Engineer in writing (including email) within twenty (20) days of any disputed amounts.

Should this Contract be terminated for any reason, the Engineer will be paid all fees earned up to the termination date and any approved direct expenses incurred.

The fees listed on Exhibit B will remain in effect throughout the duration of this contract.
## EXHIBIT B

**FEE SCHEDULE**

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EXHIBIT B

FEE SCHEDULE

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<td>$102.00</td>
</tr>
<tr>
<td>Safety Coordinator</td>
<td>H</td>
<td>$64.00</td>
<td>$81.60</td>
</tr>
<tr>
<td>Registered Surveyor</td>
<td>E</td>
<td>$135.00</td>
<td>$135.00</td>
</tr>
<tr>
<td>Survey Chief</td>
<td>H</td>
<td>$92.00</td>
<td>$117.30</td>
</tr>
<tr>
<td>Survey Crewman</td>
<td>H</td>
<td>$60.00</td>
<td>$76.50</td>
</tr>
</tbody>
</table>
Without limiting the indemnity obligations or liabilities of Engineer or its insurers, provided herein, Engineer agrees to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum amounts as follows:

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Workers’ Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>B. Employer's Liability</td>
<td>$500,000 per Occurrence $500,000 Aggregate</td>
</tr>
<tr>
<td>C. Commercial General Liability</td>
<td>$1,000,000 per Occurrence $2,000,000 Aggregate</td>
</tr>
</tbody>
</table>

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

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

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

E. Professional Liability $2,000,000

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

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

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

G. Railroad Protective Liability $1,000,000 per Occurrence $2,000,000 Aggregate

Each policy, except Professional Liability, must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, its Port Commissioners, officers and employees (“Authority Parties”). Additionally, the Authority Parties shall be designated as an Additional Insured either by a blanket additional insured or a specific endorsement on all policies, except for Worker’s Compensation, Employer’s Liability, and Professional Liability. In the event that the work of Engineer’s employees fall within the purview
EXHIBIT C

FEE SCHEDULE

of the United States Longshoremen’s and Harbor Workers’ Compensation Act, the Jones Act or the Federal Employer’s Liability Act, Engineer shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts.

Each policy, except Workers’ Compensation and Professional Liability, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insureds with respect to claims arising under this Contract.

The insurance required as listed above, shall apply to any contractor or subcontractor performing for or on behalf of Engineer, and Engineer shall ensure that any such subcontractor is aware of and is in compliance with the insurance requirements during any period such contractor is performing work under this Contract.

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

Engineer’s liability shall not be limited to the specified amounts of insurance required herein.
SUMMARY: Staff requests approval of a Professional Engineering Services Contract for an amount of $75,710 with Cardno, Inc. for engineering services to develop procurement documents for a new crane for Bulk Dock 1 at the Bulk Terminal and procurement advisory support during advertisement for bid and final selection. This item was presented to the Long Range Planning Committee on June 5, 2017.

BACKGROUND: Cardno, Inc. has been developing the Master Plan for the Bulk Terminal and it is nearing completion. The draft of the Master Plan is due on June 9, 2017. Through staff discussions and analysis of the Bulk Terminal Market Study, the preliminary work of the Master Plan has confirmed staff’s recommendations for a new crane to replace the existing gantry crane that is well past its useful life, in lieu of the existing capital project to develop a new Bulk Dock 3. A part of the Master Plan also included analysis of the optimal crane type for Bulk Dock 1 and included an evaluation matrix. That deliverable under the Master Plan has been completed. Staff believes that time is of the essence and it is necessary to proceed now with development of procurement documents for the new crane. Since Cardno, Inc. is familiar with the needs and criteria for the crane, it is most efficient for Cardno, Inc. to also assist with the procurement documents.

ALTERNATIVES: There are no recommended alternatives.

CONFORMITY TO PORT POLICY: Conforms to Strategic Plan Goal #2 (Provide Facilities & Services to Meet Customer Needs), Strategic Objective 2B (Provide Public Docks and Support Private Facilities to Facilitate Maritime and Industrial Development), Action Item 2 (Upgrade and Maintain Existing Docks and Facilities). Conforms to Strategic Plan Goal #4 (Foster Compatible Industrial and Maritime Development), Strategic Objective 3 (Identify and Pursue General Cargo and Dry Bulk Diversification Opportunities), Action Item 3b (Develop marketing plan to attract new bulk cargo for growth of cargo at Bulk Terminal).
EMERGENCY: No. However, due to the long lead time on procurement of a crane, time is of the essence.

FINANCIAL IMPACT: A new crane at Bulk Dock 1 will reduce overall maintenance costs currently incurred by the existing gantry crane. A new crane will also make operations more efficient and, as a result, attract additional cargoes. A new crane is expected to be in the range of $5 Million to $8 Million.

STAFF RECOMMENDATION: Staff recommends approval of the Professional Engineering Services Contract for an amount of $75,710 with Cardno, Inc.

DEPARTMENTAL CLEARANCES:

Originating Department: Bulk Terminal
Reviewed By: Eric Battersby, Sarah Garza, Dave Michaelsen, Eddie Martinez
Legal: Jimmy Welder, Dane Bruun
Senior Staff: John LaRue, Sean Strawbridge

LIST OF SUPPORTING DOCUMENTS:

Professional Engineering Services Contract
THIS CONTRACT (the “Contract”) is made and entered into effective as of the 20th day of June, 2017 (“Effective Date”) by and between the Port of Corpus Christi Authority of Nueces County, Texas (“Authority”), and Cardno, Inc. (“Engineer”), each a “Party” and collectively as “Parties”.

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

1. CONTRACT: Authority hereby engages the Engineer and the Engineer hereby accepts its engagement for the purpose of providing to Authority the engineering services (“Services”) as are generally described in the “Scope of Services” set forth in Exhibit A to this Contract which is incorporated herein by reference. Engineering designs, reports, drawings and specifications prepared hereunder will be sealed by a Registered Professional Engineer licensed to practice in the State of Texas and in accordance with applicable provisions of the Texas Engineering Practice Act and Rules of the Texas Board of Professional Engineers.

2. PERIOD OF SERVICE: The Engineer shall complete the Services on or before December 31, 2017 (the “Deadline”), unless the Authority agrees to extend the Deadline for good reason; provided, however, that the Authority may terminate this Contract at any time in accordance with Section 14. Time is of the essence in performance of this Contract. There will be no obligation established between Authority and the Engineer for performance of the Services until Authority provides the Engineer with a written notice to proceed which shall be issued upon execution of this Contract and receipt by the Authority of appropriate Certificates of Insurance and other documentation as may be required herein. The term of this Contract (“Term”) shall begin on the Effective Date and shall end on the first to occur of the following: (1) the Deadline, as the same may have been extended by the Authority, (2) the date on which, in the opinion of Authority, all of the Services have been rendered, (3) the date on which this Contract is terminated by the Authority pursuant to Section 14, or (4) the date on which this Contract is terminated by the Engineer pursuant to Section 14.

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

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

Eric Battersby, Bulk Terminal Manager
Port of Corpus Christi Authority – Bulk Terminal
P.O. Box 1541, Corpus Christi, Texas 78403
(361) 885-6222
ebattersby@pocca.com
Authority may change the Project Representative at any time by giving the Engineer written notice of such change.

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

If to the Authority:  John P. LaRue  
Executive Director  
Port of Corpus Christi Authority  
222 Power Street  
Corpus Christi, Texas 78401  
E-mail: john@pocca.com

If to the Engineer:  Attention: John Pauling  
Cardno, Inc.  
505 Quail Court  
Sewell, NJ 08080  
E-mail: john.pauling@cardno-gs.com

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

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

6. ENGINEER'S RESPONSIBILITIES: In addition to all other obligations contained herein, the Engineer agrees, warrants, and represents that:

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

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

6.3 The Engineer will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of Services;
6.4 The Engineer is not and will not be bound by any agreement and has not assumed nor will assume any obligation which would, in any way, restrict its ability to perform the Services or be inconsistent with the Services;

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

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

6.7 Engineer’s Opinions of probable cost or other forms of cost estimates will be based on the Engineer’s experience, the design, and current market conditions to the extent practicable. Authority hereby acknowledges that Engineer cannot warrant that estimates of probable cost provided by Engineer will not vary from actual market prices obtained by Authority;

6.8 Engineer is an independent contractor for the performance of his duties under this Contract. Accordingly, the Engineer shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Engineer’s activities in accordance with this Contract. Engineer is responsible for payment of the compensation, including any withholding, Social Security, or other taxes on such compensation, of any subcontractors retained by Engineer, or Engineer's employees performing work on the Project;

6.9 Engineer has and hereby retains full control of any supervision over the Engineer’s obligations hereunder and over any persons employed or subcontracted by the Engineer for performing Services hereunder;

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

6.11 As of the Effective Date and at all times while providing Services hereunder, the Engineer shall possess and maintain in good standing any and all licenses or other authorizations and approvals necessary to perform the Services consistent with its status as an independent contractor and in compliance with all applicable laws and regulations;

6.12 Engineer may, with prior written approval of Authority, use representations of designs or other engineering services provided hereunder for promotional purposes. Authority reserves the right to review and approve, in advance of any publication or use, promotional materials containing reference to or images related to the work produced under this Contract.
7. COMPENSATION: The compensation to be paid Engineer for providing the Services shall be the compensation described in Exhibit B hereto, which is incorporated herein by reference; provided, however, the total paid to Engineer for the Services shall not exceed Seventy-five Thousand, Seven Hundred Ten Dollars ($75,710). Engineer will obtain the approval of Authority's Project Representative relative to incurring travel and other expenses before incurring such costs.

8. INVOICE PROCEDURE AND PAYMENT: Engineer shall submit invoices monthly to the Authority for work performed during the preceding calendar month. Such invoices shall be due and payable by Authority on or before thirty (30) days from receipt by Authority. Monthly compensation will be for the Services actually performed during the billing period, invoiced in accordance with the Fee Schedule included in Exhibit B. Invoices shall also describe any work performed by subcontractors retained by Engineer and reimbursable costs. Subcontractor cost mark-up shall not exceed five percent (5%). Engineer will provide sufficient detail with each invoice to substantiate the requested amount of monthly payment. At the Authority’s request, Engineer will provide additional backup such as signed time sheets, invoices for materials and subcontracted service or other documentation sufficient to establish the accuracy of the invoices. Invoices are to be submitted in a format previously approved by Authority.

9. INSURANCE: Engineer shall procure and maintain at its sole expense, for as long as Engineer is obligated to provide Services under this Contract, the policies of insurance described in Exhibit C attached hereto and in at least the minimum amounts specified in Exhibit C to protect Engineer from claims which may arise out of or result from Engineer’s Services pursuant to this Contract, whether such operations be by Engineer, by any subcontractor of Engineer, by anyone directly or indirectly employed by Engineer or Engineer’s subcontractor, or by anyone for whose acts Engineer or Engineer’s subcontractor may be liable. At least five (5) days prior to execution of this Contract, Engineer will provide to Authority’s Risk Program Manager certificates of insurance issued by each insurance company providing any of the required insurance coverage, and the text entered in each certificate must be acceptable to Authority. The requirement to provide acceptable certificates of insurance is a material condition of this Contract, and work under this Contract will not commence until certificates of insurance have been received, reviewed, and accepted by Authority. The minimum limits of liability and coverage for the insurance required are set forth in Exhibit C attached hereto, which is incorporated herein by reference.

10. INDEMNIFICATION AND RELEASE. Engineer hereby releases and discharges Authority and its agents, servants, representatives, employees, officers, directors, and Port Commissioners (collectively, the “Authority Parties”) from liability for and assumes the risk of loss or damage to the property of Engineer and the injury or death of any person employed by Engineer. Engineer shall defend, indemnify and hold harmless the Authority Parties from and against all damages, losses, costs and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys’ fees and the cost of defense), in connection with any action, proceeding, demand or claim but only to the extent caused by the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subconsultants, or others for whom the Engineer is legally liable, in the performance of Services under this Contract. The Engineer
Engineer shall defend, indemnify and hold harmless the Authority Parties from and against all damages, losses, costs and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys’ fees and the cost of defense), in connection with any action, proceeding, demand or claim arising out of a violation of any environmental law or regulation in effect during the Term of the Contract by the Engineer, its employees, agents, or subconsultants, or others for whom the Engineer is legally liable, in the performance of Services under this Contract. The Engineer is not obligated under this paragraph to indemnify the Authority Parties for the negligent acts of the Authority Parties.

Engineer’s indemnity obligations under this Section 10 shall not be limited by a limitation on the amount or type of damages, compensation or benefits owed by Engineer to any employee of Engineer under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts. The obligations of the Engineer under this Section 10 shall survive the end of the Term of the Contract.

11. LIMITATION OF LIABILITY: Except as otherwise expressly provided herein, neither Party shall be liable or responsible to the other Party for any indirect, incidental or consequential loss or damage of any nature whatsoever (including, but not limited to, contract, negligence or tort liability) of the other Party, including without limitation, any actual or anticipated profits, loss of time, inconvenience, commercial loss or any other damages, even if the Party has advance notice of the possibility of such damages.

12. DISCLOSURE OF INTERESTED PARTIES: Engineer will comply with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas Ethics Commission Rules by preparing a Texas Form 1295, “Certificate of Interested Parties” and submitting the signed and notarized form to Authority at the time Engineer submits the signed contract to Authority.

13. ASSIGNMENT: Neither Authority nor Engineer will assign or transfer its interest in this Contract without the written consent of the other.

14. SUSPENSION OR TERMINATION: Authority may suspend or terminate this Contract for convenience with seven (7) days prior written notice to Engineer of such action. Upon termination of this Contract in accordance with this paragraph, Authority will have no further obligation to the Engineer hereunder except to pay the Engineer unpaid fees and expenses which the Engineer can reasonably show to have been earned under this Contract. Under no circumstances may Engineer claim or recover consequential damages from Authority.

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

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

15. DISPUTES: Each Party agrees that any dispute between the Parties relating to this Contract will first be submitted in writing to a panel of two senior executives of the Authority and Engineer, who shall promptly meet and confer in an effort to resolve such dispute through good faith consultation and negotiation. Each Party’s executive shall be identified by notice to the other Party, and may be changed at any time thereafter also by notice to the other. Any decisions of the executives will be final and binding on the Parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either Party may then refer such dispute to mediation.

If the Parties refer to mediation any controversy or claim arising out of or relating to this Contract or the existence, validity, breach or termination thereof, whether during or after its term, they shall select a mutually acceptable mediator within forty-five (45) days thereafter. Neither Party shall unreasonably withhold consent to the selection of a mediator. The Parties shall share equally the costs of mediation. If the Parties agree, they may substitute other forms of alternative dispute resolution. Any mediation shall not extend beyond thirty (30) days after the appointment of the mediator, and should the Parties fail to resolve any dispute by mediation within such 30-day period, the Parties shall have all rights available at law or in equity.

16. ATTORNEY'S FEES, DEFAULT: In the event Engineer or Authority breach any of the terms of this Contract and the Party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting Party agrees to pay reasonable attorney's fees and costs incurred by the prevailing Party.

17. STAFFING: Engineer will designate in writing to Authority its project representative, and the manner in which it will provide staff support for the project, which must be approved by Authority. Engineer must notify Authority’s Project Representative of any change in personnel assigned to perform work under this Contract, and the Authority’s Project Representative has the right to reject the person or persons assigned to fill the position or positions. The Authority’s Project Representative shall also have the right to require the removal of the Engineer’s previously assigned personnel, including Engineer’s project representative, provided sufficient cause for such removal exists. The criteria for requesting removal of an individual will be based on, but not limited to, the following: technical incompetence, inability to meet the position’s qualifications, failure to perform, poor attendance, ethics violation, unsafe work habits, or damage to Authority or other property. Upon notice for removal, Engineer shall replace such personnel with personnel...
substantially equal in ability and qualifications for the positions and shall submit the proposed replacement personnel qualification and abilities to the Authority, in writing, for approval.

18. OWNERSHIP OF WORK PRODUCT: Studies, plans, reports, surveys, drawings, specifications, cost estimates, computations and other information (collectively “Work Product”) and documents prepared by the Engineer, subconsultants, and/or suppliers under this Contract will remain the Authority’s property upon completion. This provision does not apply to pre-existing proprietary information of Engineer, subconsultants, and/or suppliers.

19. CONFIDENTIAL INFORMATION: It is understood that information developed by or communicated to Engineer in the performance of this Contract, as well as any and all information in whatever form or medium supplied to Engineer in connection herewith which is not generally available to the public is proprietary to the Authority and constitutes confidential information of the Authority. Engineer will make no oral or written disclosure of such information to third parties either during or after the term of this Contract, except as approved in writing by the Authority’s Project Representative or as otherwise required by law. In the event the Engineer becomes aware that confidential information must be disclosed under a legal requirement, Engineer will notify Authority of the requirement and the affected information.

20. FORCE MAJEURE: Neither Party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is delayed by any cause beyond the reasonable control of the affected Party. In the event of such a delay, the time for performance for the affected Party shall be extended for a period equal to the time lost during the delay, or the Contract may be terminated in accordance with terms herein should such delay be sufficient that termination is in the best interest of the Authority.

21. SEVERABILITY and WAIVER: If any part of this Contract is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Contract, and this Contract shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Contract. Further, the failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions or options on any future occasion.

22. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The Parties agree that venue of all claims and lawsuits arising out of this Contract shall lie in Nueces County, Texas.

23. OPEN RECORDS: The Authority is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the Authority is required to disclose to the public (upon request) this Contract and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Engineer agrees that the disclosure of this Contract or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the Authority as required by the Texas Public Information Act or any other applicable law will not
expose the Authority (or any party acting by, through or under the Authority) to any claim, liability or action by the Engineer.

24. NO ORGANIZATIONAL CONFLICT OF INTEREST: Engineer hereby certifies that it has no actual or potential Organizational Conflict of Interest. “Organizational Conflict of Interest” means that because of other activities or relationships with other persons or entities, the Engineer is unable or potentially unable to render impartial assistance or advice to Authority or the Engineer’s objectivity in performing the services under this Contract is or might otherwise be impaired. Engineer agrees to immediately notify Authority of any actual or potential Organizational Conflict of Interest that develops during the term of this Contract. Engineer agrees that Authority may terminate this Contract immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Contract.

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

26. HEADINGS: All Section headings or other titles used in this Contract are used solely for convenience and shall not affect or be used in connection with the interpretation or construction of this Contract.

27. ENTIRETY OF CONTRACT: This writing embodies the entire Contract and understanding between the Parties hereto, and there are no other contracts or understandings, oral or written, between them with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing and signed by both Parties hereto.

[Signature page follows this page]
IN WITNESS WHEREOF, this Contract is made effective as of the Effective Date.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: ________________________________
Name: John P. LaRue
Title: Executive Director
Date: ________________________________

“Authority”

CARDNO, INC.

By: ________________________________
Name: John Pauling
Title: National Director
Date: June 7, 2017

“Engineer”
EXHIBIT A

SERVICES

The Engineer will perform the following services in accordance with the terms and conditions set forth in this Contract:

**Scope of Work:** Engineer will fully develop the new crane design criteria for the replacement of the existing gantry crane in use at Bulk Dock 1 using the Selection Criteria Report and taking into consideration the results of the Bulk Dock 1 survey and assessment both of which were provided under the Bulk Terminal Master Plan (Project No. 16-009A). The tasks generally included for this scope of work are as follows:

- Establish design criteria for a new crane in accordance with the final Crane Selection Report developed as part of the 2017 Master Plan
  - Conduct adequate and necessary correspondence with the Authority
  - Conduct additional correspondence as necessary with the appropriate manufactures
  - Provide design calculations specifying crane performance during routine operations taking into consideration the range of materials that the Authority typically handles at Bulk Dock 1 and including a maximum and minimum operating range, design appropriate physical, mechanical and electrical performance requirements and limitations, and design appropriate environmental, safety and emergency performance requirements and limitations.
- Prepare procurement documents for bid advertisement, including industry standard specifications and general arrangement drawings, in accordance with the Authority’s Procurement Policy and Manual and Project Manual.
- Determine appropriate procurement method (i.e. Competitive Sealed Bid or Competitive Sealed Proposal).
- Provide thorough quality assurance/quality control review of bid documents prior to advertisement.
- Prepare responses to bidder questions during advertisement for bid.
- Assist with review and evaluation of bids received.

**Deliverables:**

- Final Design Criteria – for Authority Review and Comment
- 30% Submittal – Procurement Documents for Authority Review and Comment
- 90% Submittal – Procurement Documents for Authority Review and Comment
- 100% Submittal – Procurement Documents for Bid Advertisement

**Schedule:**

- Final Design Criteria – within one week following contract execution
- 30% Submittal – within three weeks following finalized design criteria
- 90% Submittal – within three weeks following approved 30% submittal
• 100% Submittal – within two weeks following approved 90% submittal
EXHIBIT B

FEE SCHEDULE

The Engineer will perform the Services described in Exhibit A in accordance with the terms and conditions of this Contract on an hourly fee basis; provided, however, that the total fee for services rendered under this Agreement will not exceed $75,710, without Authority’s written approval. Services provided by Engineer will be billed at the hourly rates specified in Exhibit B. These fees will cover all of Engineer’s overhead costs, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges.

Project expenditures will be in accordance with the attached Table 1.

The Authority agrees to reimburse the Engineer for certain authorized and approved travel expenses incurred by the Engineer during the Term and directly resulting from the Engineer’s performance of the Services under this Contract. Reimbursement for lodging and meals may not exceed the maximum allowable per diem rates for domestic or foreign travel as set by the U.S. Department of Defense, Defense Travel Management Office. Lodging and meal per diem rates for specific locations (foreign and domestic) may be found at: http://www.defensetravel.dod.mil/site/perdiemCalc.cfm. Authority will also reimburse the Engineer for document production costs and other direct costs (collectively, “Direct Costs”) incurred by the Engineer in performing the Services. The Engineer shall submit proper documentation of any such approved travel expenses and Direct Costs to Authority from time to time, and such costs and expenses shall be billed to Authority at Engineer’s actual cost.

Not later than the twentieth (20th) day of each calendar month, Engineer shall submit to Authority detailed invoices for all services performed and Direct Costs incurred, if any, pursuant to this Agreement during the prior calendar month. The invoices shall describe in detail the Services performed during the prior month and shall list the days and hours worked, the hourly rates charged, pre-approved Direct Costs, milestone achievements, tasks performed or completed, and the Services performed during each day of the prior month. Authority shall review the invoices and notify Engineer in writing (including email) within twenty (20) days of any disputed amounts.

Should this Contract be terminated for any reason, the Engineer will be paid all fees earned up to the termination date and any approved direct expenses incurred.

The fees listed on Exhibit B will remain in effect throughout the duration of this contract.
EXHIBIT C

INSURANCE

Without limiting the indemnity obligations or liabilities of Engineer or its insurers, provided herein, Engineer agrees to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum amounts as follows:

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
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The CGL Policy will provide contractual liability coverage at the aforementioned limits.

D. Business Automobile Liability $500,000 per Occurrence

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

E. Professional Liability $1,000,000

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

Each policy, except Professional Liability, must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, its Port Commissioners, officers and employees ("Authority Parties"). Additionally, the Authority Parties shall be designated as an Additional Insured either by a blanket additional insured or a specific endorsement on all policies, except for Worker’s Compensation, Employer’s Liability, and Professional Liability. In the event that the work of Engineer’s employees fall within the purview of the United States Longshoremen’s and Harbor Workers’ Compensation Act, the Jones Act or the Federal Employer’s Liability Act, Engineer shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts.
Each policy, except Workers’ Compensation and Professional Liability, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insureds with respect to claims arising under this Contract.

The insurance required as listed above, shall apply to any contractor or subcontractor performing for or on behalf of Engineer, and Engineer shall ensure that any such subcontractor is aware of and is in compliance with the insurance requirements during any period such contractor is performing work under this Contract.

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

Engineer’s liability shall not be limited to the specified amounts of insurance required herein.
DATE:       June 20, 2017
TO:          Port Commission
FROM:  Darrin Aldrich, Director of Real Estate
         Darrin@pocca.com
         (361) 885-6169

SUMMARY: Southcross CCNG Transmission LTD, an affiliate of Southcross Energy
Partners, L.P. (Southcross) owns and operates an existing 12-inch natural gas pipeline
crossing PCCA lands in the inner harbor area as depicted on the attached map. The
original easement was granted to Corpus Christi Industrial Pipeline Company in 1987 for
a term of 30 years. The pipeline is still active and provides service to multiple companies
along the north and south side of the Inner Harbor terminating along the south boundary
of the Nueces Bay Power Plant site. The new Easement Agreement has been drafted
using the current PCCA Easement and the fee for the first term period is based on
the PCCA current Fee Schedule B for companies that are not Port customers or use
private docks not covered by a current franchise agreement.

BACKGROUND: Southcross Energy Partners, L.P. (“Southcross”) is a master limited
partnership that provides natural gas gathering, processing, treating, compression and
transportation services and NGL fractionation and transportation services. It also sources,
purchases, transports and sells natural gas and NGLs. Its assets are located in South
Texas, Mississippi and Alabama and include two cryogenic gas processing plants, a
fractionation facility and approximately 3,100 miles of pipeline. The South Texas assets
are located in or near the Eagle Ford shale region.

With integrated operations Southcross provides a full range of complementary services
extending from wellhead to market, including gathering natural gas at the wellhead,
treating natural gas to meet downstream pipeline and customer quality standards,
processing natural gas to separate NGLs from the natural gas, fractionating the resulting
NGLs into the various components and selling or delivering pipeline quality natural gas
and NGLs to various industrial and energy markets as well as large pipeline systems.

ALTERNATIVES: None. The natural gas pipeline has been in place since 1987

CONFORMITY TO PORT POLICY: This project is consistent with the PCCA Strategic
Plan (Strategic Goal #2 – Provide facilities and services to meet customer needs to
provide surface infrastructure and services to support maritime and industrial
development).

**EMERGENCY:** N/A

**FINANCIAL IMPACT:** $83,601.93 for the first ten years

**STAFF RECOMMENDATION:** Staff recommends approval of the pipeline easement with Southcross CCNG Transmission LTD.

**DEPARTMENTAL CLEARANCES:**

<table>
<thead>
<tr>
<th>Originating Department</th>
<th>Real Estate</th>
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</thead>
<tbody>
<tr>
<td>Reviewed &amp; Approved</td>
<td>Darrin Aldrich</td>
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<td></td>
<td>David Krams, P.E.</td>
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<tr>
<td>Legal</td>
<td>Bruce Hawn</td>
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<td>Senior Staff</td>
<td>John LaRue</td>
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<td>Sean Strawbridge</td>
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<td>Jarl Pedersen</td>
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**LIST OF SUPPORTING DOCUMENTS:**

- Memo Exhibit
- Lease Agreement
- Lease Agreement Summary
Approve Pipeline Easement with Southcross CCNG Transmission LTD for a 12 inch Natural Gas Pipeline Crossing Port of Corpus Christi Authority Properties on the North and South Side of the Inner Harbor
PORT OF CORPUS CHRISTI AUTHORITY
PIPELINE EASEMENT SUMMARY

**Grantee:** Southcross CCNG Transmission LTD
1717 Main Street, Suite 5200
Dallas, Texas 75201

**Easement Location:** 12 inch natural gas pipeline crossing Port of Corpus Christi Authority properties as depicted on the attached Exhibit.

**Use:** 12 inch natural gas pipeline serving companies along the Inner Harbor

**Term:** 30 year

**Options:** N/A

**Start Date:** June 20, 2017

**End Date:** June 19, 2047

**Fee:** $83,601.93 paid in annual installments with the first annual installment being $8,360.22 and the remaining installments being $8,360.19 per year for the remainder of the initial ten year term

**Easement Contact:** Southcross CCNG Transmission LTD
1717 Main Street, Suite 5200
Dallas, Texas 75201
(254)592-6595 (Cell)
(972)489-4450 (Cell)
(214)979-3749 (Office Direct)
jeff.christesson@southcrossenergy.com

**Remarks:** Fee will be adjusted every ten years using the Authority’s then current and applicable easement fee schedule for pipelines of the same diameter as Grantee’s pipeline.
PIPELINE EASEMENT

THE STATE OF TEXAS §

COUNTY OF NUÉCES §

KNOW ALL MEN BY THESE PRESENTS THAT:

Port of Corpus Christi Authority of Nuéces County, Texas, acting herein by and through its Port Commissioners hereunto duly authorized (hereinafter called "Authority") for good and valuable consideration as described below, and including the covenants and conditions herein made and provided to be kept and performed by Grantee, has GRANTED AND CONVEYED and by these presents does GRANT AND Southcross CCNG Transmission LTD, a Texas limited partnership, a Texas limited partnership, whose principal address is 1717 Main Street, Suite 5200 Dallas, Texas 75201, (hereinafter called "Grantee"), a non-exclusive right-of-way and easement (the "Easement") on and through the Authority's land located in Nuéces County, Texas, for the purpose of operating, maintaining, repairing, replacing and removing an existing pipeline twelve inches (12") in nominal inside diameter for the transportation of natural gas only (the “Authorized Pipeline Products”) (the "Pipeline") upon, over and across the Easement hereby granted. Other than those existing on the date of this Easement, no above ground or below ground appurtenances, and above ground crossings are allowed except (the “Pipeline Appurtenances”). The Pipeline and the Pipeline Appurtenances shall hereinafter be collectively referred to as the “Pipeline Facilities”). The Easement hereby conveyed is a total of five feet (5') in width. The Easement crosses the following two tracts of land owned by Authority:

TRACT I:

2,694.93 acres of submerged lands under the waters of Nuéces Bay patented May 7, 1930 by the State of Texas to Nuéces County Navigation District Number 1 and referred to by the records of the Texas General Land Office ("GLO") as Patent No. 84, GLO Survey 939, GLO Volume 47A, GLO Abstract No. 2677, and GLO File Number 1922, which patent is recorded in Volume 192, Page 579 of the Deed Records of Nuéces County, Texas. The Easement across Tract I is more particularly described in Exhibit “A” attached hereto and is depicted in Exhibit “B” attached hereto.

TRACT II:

23.65 acres of land more or less, more particularly described in that certain Warranty Deed dated November 9, 1954 from Thomas Whelan, et al to Nuéces County Navigation District No. 1 and recorded under document number 415036 in Volume 662, Page 381 of the Deed Records of Nuéces County, Texas. The Easement across Tract II is more particularly described in Exhibit “C” attached hereto and is depicted in Exhibit “D” attached hereto.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, the rights and privileges hereby conveyed for thirty (30) years beginning on the 9th day of February 2017, and
ending at midnight on the 8th day of February, 2047, subject to the exceptions and reservations herein set forth, and upon the following covenants and conditions which are a part of the consideration for this grant, which covenants and conditions are and shall be construed as covenants running with the land, and which covenants and conditions by its acceptance hereof Grantee covenants and agrees to keep and perform.

This Easement is granted subject to the following:

1. **Fee.** For the first ten (10) years of the term of this Agreement, Grantee will pay to the Authority a total fee in the amount of $83,601.93 paid in annual installments with the first annual installment being $8,360.22 and the remaining installments being $8,360.19 per year for the remainder of the initial ten year term. The fee for years eleven (11) through twenty (20) of this Agreement shall be due on the tenth (10th) anniversary date of this Agreement and will be calculated using the Authority’s then current and applicable easement fee schedule for pipelines of the same diameter as Grantee’s Pipeline. The fee for years twenty one (21) through thirty (30) of this Agreement will be due on the twentieth (20th) anniversary of this Agreement and will be likewise be calculated using the Authority’s then current and applicable easement fee schedule for pipelines of the same diameter as Grantee’s Pipeline.

2. **Access and Work Space.** Grantee shall be permitted to have ingress and egress to and from the Easement for the construction, operation, maintenance, inspection, repair, removal or replacement of the Pipeline Facilities over a route or routes, across Authority’s adjacent lands, if any, designated in advance by Authority. Grantee, during any period of construction, maintenance, inspection, repair, removal or replacement of the Pipeline Facilities, taking place after the date of this Agreement shall be permitted to use a reasonable amount of Authority’s adjoining property, as designated in advance by Authority, to the extent reasonably available, as determined by Authority in its sole and absolute discretion, and only for so long as reasonably necessary for such construction, maintenance, inspection, repair, removal or replacement of the Pipeline Facilities (“Post Construction Work Space”). Notwithstanding the forgoing, Authority shall have no obligation to preserve the availability of any of Authority’s adjacent lands for Grantee’s use as Post Construction Work Space. Except in the case of an emergency, Grantee agrees to notify the Authority not less than seventy-two (72) hours prior to Grantee’s employees, agents or contractors entering upon the Easement for construction, maintenance, repairs or other operations. In the case of an emergency, necessitating entry upon the Easement by Grantee, its employees, agents or contractors without first giving at least seventy-two (72) hours prior notice to Authority, Grantee agrees to notify the Authority of the nature and extent of any such emergency within twenty-four (24) hours after any such entry.

3. **Construction, Maintenance and Use.**

During any significant repair or replacement of the Pipeline Facilities, Authority shall be entitled to engage the services of an inspector which shall be selected by the Authority, in its sole and absolute discretion, to observe the operations of Grantee and to verify that the Pipeline Facilities are installed in full compliance with the terms and conditions of this Agreement (the “Inspection Services”). The Authority shall be responsible for the payment of all wages and expenses charged by
its inspector (the "Inspection Service Expenses"). Upon completion of the initial installation of the Pipeline Facilities and thereafter upon completion of any significant repair or replacement of the Pipeline Facilities, Authority shall invoice Grantee for all Inspection Service Expenses incurred by Authority, which invoice Grantee agrees to pay within thirty (30) days of Grantee’s receipt thereof.

Grantee shall construct and maintain the Pipeline Facilities in a good and workmanlike manner and in compliance with all applicable governmental and industry standards for construction and maintenance of the same; including but not limited to the requirements set forth in Article VII (Hazardous Substances, Liquids, and Gas Pipelines and Distribution Systems) of Chapter 35 of the City of Corpus Christi’s Code of Ordinances, as amended from time to time. Warning signs for the existence of the Pipeline Facilities that conform to Federal and State laws applicable to such warning signs will be posted at the required locations along the Easement. No boring pit or receiving pit may be placed in the Easement, without the express written consent of the Authority. All backfill placed in the Easement must be compacted so as to prevent settlement or erosion. Grantee shall bury and maintain the Pipeline and all underground Pipeline Appurtenances at a depth of not less than 4 feet below the surface of the ground or to such deeper depth as may be reasonably required as a result of the presence on, or construction on, or adjacent to, the areas within the Easement of any road, pipeline, or pole line. Grantee agrees to bore under all navigable channels and rail crossings to a depth set by Authority’s Director of Engineering Services. In refilling any hole or ditch; Grantee must compact the subsoil to ninety-five percent (95%) of original compaction. After any construction, repair or removal, Grantee shall compact, loosen, or otherwise condition the topsoil to the degree of compaction of non-disturbed topsoil so that there will be no settling or compaction of soil and so that the land disturbed will be the same level as the surrounding lands which will maintain drainage previous to such work and prevent erosion.

In the event of any excavation within the Easement, including but not limited to excavation of any pipeline trench or in the event of removal of the Pipeline Facilities herein contemplated, the top eighteen (18") inches of topsoil (should eighteen inches of top soil exist), or the full depth of any such top soil, whichever is less, will be removed and stored separately from the subsoil. As the Pipeline trench is backfilled, the subsoil will be replaced over the pipe and pipe bedding and all topsoil will be placed on top of the subsoil, commonly referred to as the double-ditch method. Grantee shall promptly back-fill all excavations in this manner and agrees to promptly remove all excess subsoil from the Easement.

Grantee will restore the Easement and any Post Construction Work Space disturbed by Grantee’s operations to pre-project elevations and contours and, if requested by Authority, will seed and/or vegetate all such area disturbed by Grantee’s operation, maintenance, repair or removal of the Pipeline Facilities. Grantee shall seed and/or vegetate the Easement and Post Construction Work Space to promote restoration of the pre-project percent vegetative coverage using perennial grass seed or transplant material as per the seasonal recommendations of the Nueces County Agriculture Extension Service, or with either Common Bermuda grass or other locally adapted perennial grass (if Authority so elects).

Grantee will immediately, notify the appropriate State and Federal agencies who regulate pipelines of the type in the Easement, and no later than twenty-four (24) hours after discovery, notify
Authority, of any visible or apparent contamination discovered in, on, under, or adjacent to the Easement. If the contamination is coming from the Pipeline Facilities, then Grantee will immediately take all steps necessary to shut down the Pipeline Facilities in the Easement from which the contamination is coming, repair or replace the Pipeline Facilities, and restore the Easement to the condition it was in prior to the discovery of the contamination. If the contamination is not coming from a pipeline or pipelines in the Easement, then Grantee and Authority shall cooperate to determine the source of the contamination and advise the appropriate State and Federal agencies of the occurrence.

Grantee's use of the Easement and Post Construction Work Space herein granted and its operations in relation thereto will at all times comply with all applicable laws, statutes, rules and regulations of federal, state and local government.

Grantee shall provide an as-built drawing depicting and describing (by metes and bounds) the as-built location of the Pipeline Facilities.

Grantee shall be responsible for coordination of its construction activities and use of the Easement and any Post Construction Work Space with any other, existing or future users and easement holders in or near the Easement. Grantee shall promptly restore any portion of the right-of-way damaged by Grantee to its condition prior to such damage. Grantee shall, if requested by Authority, test in the manner specified by all restoration work at Grantee's expense. Authority shall be promptly notified in writing of the results of all tests of any such restoration work.

4. Reservations and Exceptions. The Easement herein granted and authorization to utilize any Post Construction Work Space shall be subject to any and all easements heretofore granted by Authority to other parties which is either of record in Nueces County or physically evident on the property. The Authority reserves the right to grant easements and the right to grant the use Post Construction Work Space, upon, over, under and across the Easement, and to grant other rights of use, leases and easements above, below and on the surface of the Easement, provided that such grants shall not materially interfere with the rights granted herein.

5. Indemnity. Except for liabilities caused by the sole negligence, gross negligence or willful misconduct of the Authority, its commissioners, officers, directors, managers, employees, and agents, Grantee shall defend, indemnify and hold harmless Authority, its commissioners, officers, directors, managers, employees, and agents (for the purposes of this Section, the “Indemnified Parties”) from and against, and Grantee shall be responsible for, any and all liabilities (including strict liability), actions, demands, damages, penalties, fines, losses, claims, costs, expenses (including reasonable attorneys’, experts’ fees and expenses), suits, settlements or judgments of any nature whatsoever (including claims for personal injury, bodily injury, real and personal property damage and economic loss) which may be brought or instituted or asserted against the Indemnified Parties based on or arising out of or resulting from (i) the failure on the part of the Grantee, its agents, employees, contractors, subcontractors or licensees (collectively, “Grantee Parties”) to comply with the provisions of any laws or regulations applicable to the Pipeline or the Pipeline Facilities, (ii) any injury to or death of or claim of injury to or death of any person or any damage to or loss
of or claim of damage to or loss of property arising from or in any manner connected with the acts, conduct, or negligence of the Grantee Parties in the design, construction, maintenance, repair, removal, or replacement of the Pipeline or the Pipeline Facilities, (iii) the failure on the part of any of the Grantee Parties to comply with the provisions of any laws or regulations applicable to the Easement, Post Construction Work Space, the Pipeline or the Pipeline Facilities, or (iv) the condition, use, malfunction, defect, or explosion of the Pipeline or any of the Pipeline Facilities (collectively "Indemnified Claims"), EVEN IF THE INDEMNIFIED CLAIM ARISES OUT OF OR RESULTS FROM THE JOINT, CONCURRENT, OR CONTRIBUTORY NEGLIGENCE OF THE INDEMNIFIED PARTIES. The Grantee's indemnity obligations under this Agreement shall not be limited by a limitation on the amount or type of damages, compensation or benefits owed by Grantee to any employee of Grantee under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

Notwithstanding anything to the contrary stated elsewhere herein, Authority and Grantee understand and agree that, in no event, shall either Authority or Grantee be liable for special, exemplary, consequential or other indirect damages to the other, and all such damages are hereby waived to the extent permitted by law.

6. **Insurance.** Without limiting the indemnity obligations or liabilities of Grantee, or its insurers, provided herein, Grantee agrees at all times this Agreement is in effect to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum amounts as follows:

   (a) For all its employees engaged in performing work, workers' compensation required by the Texas Workers' Compensation Code, and Employer's Liability insurance with limits of at least $1,000,000.00 each employee accident and disease, or such similar insurance which is in accordance with state and federal law applicable to said employees.

   (b) Commercial General Liability (CGL) coverage with policy limits of at least $1,000,000.00 per occurrence and $2,000,000 general aggregate for operations and activities on the Easement and on any Post Construction Work Space.

   (c) Business Auto Liability coverage for all owned, hired, and non-owned vehicles, with a policy limit of $1,000,000 (Combined Single Limit.)

   (d) Umbrella liability coverage limits of not less than $5,000,000.00 over and above the underlying primary coverage limits stated in subsections (a), (b) and (c) of this Section.

   (e) Pollution Legal Liability including cleanup and defense costs for premises and operations including pollution of any body of water with limits of not less than $5,000,000.00 per occurrence.

The minimum insurance protection amounts set forth in the Policies shall be increased from time to time upon request by Authority to an amount which is commercially reasonable at the time.
Authority shall be furnished, to the attention of Authority’s Real Estate Manager, prior to the commencement of any work by Grantee on the Easement or on any Post Construction Work Space, as proof of the insurance required of Grantee a certificate or certificates of insurance (and the endorsements required in this Section shall be attached to the certificate or certificates of the insurance) describing the Policies, which certificates must be acceptable, in their form and content, to Authority. Each of the Policies will be endorsed to (i) (except for Workers’ Compensation and Employee’s Liability insurance) name Authority, its Port Commissioners, officers, officials, employees and agents as an additional insured (ii) provide that it will not be suspended, voided, canceled or reduced in coverage or limits without thirty (30) days’ prior written notice to Authority, Attention: Real Estate Manager, and (iii) provide that notwithstanding any language in any policy of insurance held by Authority ("Authority Insurance") to the effect that the Authority Insurance is primary, the policy or policies held by Grantee are primary coverage and the Authority Insurance is non-contributory so that Authority Insurance will not share with the Policies.

In addition the Policies shall be endorsed to provide as follows (or an ISO form endorsement containing the equivalent wording may be used): "Underwriters or the company or companies issuing this policy agree that, if the named insured is required, by written contract, to name any other person, firm or organization as an additional insured on this policy for claims arising out of acts, or the failure to act, by the named insured, then such other person, firm or organization shall automatically be deemed to be an additional insured under this policy without any further action, but only to the extent required under said written contract." Grantee shall deliver to Authority certificates of insurance at least thirty (30) days prior to the expiration date of each of the Policies. The deductible or self-insured retention for each of the Policies must be stated in the certificate of insurance provided to Authority if either exceeds $50,000.00; and, in such event, Authority may decline to approve this Agreement. The company writing each of the Policies must possess a current rating with A.M. Best Company of at least A: VI. If Grantee neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Authority may procure such insurance at Grantee’s expense, and Authority is entitled to reimbursement from Grantee for all amounts spent to procure and maintain the insurance, with interest on such expense at a rate of 10% annually from the date Grantee receives Authority’s notice of payment until reimbursement.

7. Waiver of Subrogation. Grantee agrees that all insurance policies required herein shall include full Waivers of Subrogation in favor of Authority. Grantee agrees to immediately give to each insurance company which has issued to it policies of insurance applicable to provisions of this Agreement written notice of the terms of the waiver set forth in this Section, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver; and Grantee will provide to Authority a copy of said endorsement or endorsements or evidence that such endorsement is not necessary to prevent the invalidation of the insurance coverage by reason of such waiver.

8. Assignment. The rights herein granted may not be assigned without the prior written consent of the Authority, which consent will not be unreasonably withheld, conditioned or delayed. Authority hereby consents, in advance, to the assignment of this Agreement to any corporation or other entity which is an affiliate of, and controlled by, Grantee. An affiliate, as used herein, is a
person or entity which is controlled by or the controlling interest of which is owned by the same persons or entities controlling Grantee. Notwithstanding the foregoing, Authority in Authority’s absolute sole discretion may elect withhold consent to any partial assignment of Grantee’s rights under this Agreement. In the event of an assignment or partial assignment of the Easement, any liability of Assignor or Assignee, to Authority under the terms of this Agreement shall be joint and several. The terms of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Assignment by Grantee shall not relieve Grantee from liability for the performance of the covenants and indemnities hereof. Grantee agrees to promptly provide Authority with a copy of all assignments authorized by this Section.

9. **Termination.** This Agreement and all rights to use and occupy the Easement shall terminate if the Pipeline(s) ceases to be used for the transmission of **Authorized Pipeline Products**, collectively, for a period of forty-eight (48) months period during the term of this Agreement or if Grantee shall at any time expressly abandon this Easement for the use of the same for the purposes herein granted. This Agreement and all of Grantee’s interest hereunder, at the option of Authority, shall forthwith terminate upon breach by Grantee of any of the conditions hereof and the failure of Grantee to remedy the same within ninety (90) days after Grantee’s receipt of written notice from the Authority so to do. Grantee agrees it will within ninety (90) days after the termination of this Agreement remove the Pipeline Facilities existing in the Easement and restore the land in the Easement and in any Post Construction Workspace utilized to remove the Pipeline Facilities to substantially the same condition in which same existed prior to the existence of the Pipeline Facilities. In the event Grantee fails to remove the said Pipeline Facilities within the above-described time period, Authority may either declare the termination of Grantee’s interest in the Pipeline Facilities and all of Grantee’s interest therein shall thereupon terminate, or the Authority may cause the Pipeline Facilities, or any part thereof, to be removed and disposed of, and the lands of the Authority restored, all at the cost of Grantee. In the event of a breach of the requirements of Section 11 (“Compliance with Authority Security Requirements”), this Agreement and all of Grantee’s interest hereunder, at the option of Authority, shall forthwith terminate in the event Grantee fails to remedy the same within ten (10) days after Grantee’s receipt of written notice from the Authority of such breach.

10. **Relocation.** The Authority may require Grantee to remove, lower or relocate the Pipeline Facilities situated in the aforesaid Easement in the event the same materially interferes with or will materially interfere with: (1) the development of Authority’s lands; (2) any facility, facility modification, or proposed facility of Authority, Authority Lessee or Authority Franchisee; (3) any road or proposed road; or (4) any operation or proposed operation of Authority, Authority Lessee or Authority Franchisee; The Authority may also require Grantee to remove, lower or relocate the Pipeline Facilities situated in the aforesaid Easement in the event the same materially interferes with or will materially interfere with any navigable channel, railroad or proposed railroad under which the Pipeline passes. In the event Authority requires Grantee to remove, lower or relocate pursuant to the provisions of this Section, the cost of such removal, lowering or relocation shall be paid solely by Grantee; and in such event, Authority will use its best efforts to provide Grantee with an alternate Easement on Authority’s land at no additional cost to Grantee; provided, however, Authority shall not be required to provide the alternate easement.
11. **Compliance with Authority Security Requirements.** Grantee, its employees, agents, representatives and subcontractors shall at all times comply with all Authority mandated security requirements and regulations pertaining to the Easement and any Post Construction Work Space locations or access thereto, regardless of whether now existing or hereinafter imposed, pursuant to Authority's Tariffs (the "Security Measures"). Failure to comply with Authority's Security Measures will be grounds for terminating this Agreement as described in Section 9 above. Authority's Security Measures applicable to the Easement and right of way can be ascertained by contacting the Authority's Police Department.

12. **Notice.** Until notified in writing of a different address, all notices, demands, or requests must be sent to Grantor and Grantee as follows. Notices will be deemed received 3 days after being mailed if sent by U.S. mail, postage paid, certified mail to the addresses below:

**Authority:**

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

**Grantee:**

Southcross CCNG Transmission Ltd.  
Attn: Land Department  
1717 Main Street, Suite 5200  
Dallas, Texas 75201

13. **Easement Maintenance and Litter.** Grantee will maintain the Easement, Post Construction Work Space, and Pipeline Facilities in excellent repair and with an neat appearance, clean of all litter and trash including construction debris caused by Grantee (i.e., welding rods, grinding wheels, tools, metal pieces, pipe coating materials, rags, cans, bags, paper, plastic, boards, blocks, pallets, skids, etc.) during periods of construction, operation, maintenance, repair or removal of the Pipeline Facilities. Grantee shall require Grantee's employees, agents, representatives, contractors, and sub-contractors to pick up said construction debris daily. All construction debris shall be cleaned up and removed from Authority’s lands prior to the termination of any construction period.

14. **Limitation on Easement Use.** Grantee specifically agrees that Grantee, its successors, assigns, and its related companies shall not use any portion of the Easement or portion of any Post Construction Work Space for any other purpose than the construction, operation and maintenance of the Pipeline Facilities. The Grantee will not grant, participate with, or initiate any contract with any third party to place any other use or operation within the Easement other than the Pipeline Facilities described in this Agreement. This Agreement is made regardless of any past or future statutory authority by any governmental agency allowing additional usage within the Easement. Grantee
disclaims any authority from any statutory rule or regulation that allows such additional usage and shall be bound by this Agreement.

15. **Mowing.** Grantee shall mow the Easement in a normal and customary fashion consistent with industry standards, a minimum of once a year. However, Authority may suspend said mowing activities by notifying Grantee of Authority’s election to suspend such mowing activities. If suspended, Authority may elect for Grantee to resume the mowing schedule by so notifying Grantee.

16. **Brush and Tree Disposal.** All trees and brush cut shall be removed from the Easement and disposed of in a lawful manner. Alternatively, Authority’s may, in its sole and absolute discretion, elect to have all trees and brush mulched and spread evenly across the Easement and/or any Post Construction Work Space.

17. **No General Warranty of Title.** It is hereby agreed that no general warranty of title, expressed or implied, is made by Authority by the execution of this instrument. This agreement is subject to all instruments of record in the Real Property Records of Nueces County, Texas and to the rights of any tenants of Authority. **GRANTEE HEREBY ACKNOWLEDGES THAT IT HAS INDEPENDENTLY INVESTIGATED THE TITLE TO, AND SURFACE ROUTE OF, THE EASEMENT AND ACCEPTS SAME AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY NATURE, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY CONCERNING FITNESS OR SUITABILITY FOR GRANTEE’S INTENDED USE THEREOF).**

The execution of this Agreement shall be conclusive of the agreement of Grantee to all of the terms and conditions hereof, whereupon this easement and all of its provisions shall extend to and be binding upon the legal representatives, successors and assigns of Grantee and Authority, respectively.

*Signature Page Immediately follows*
Executed this the 20th day of June 2017, but effective as of February 9, 2017.

AUTHORITY:

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

By: ________________________________
    John P. LaRue
    Executive Director

GRANTEE:

SOUTHCROSS CCNG TRANSMISSION LTD.,
A TEXAS LIMITED PARTNERSHIP

By: Southercross Energy GP, LLC, a Delaware
limited liability company, General Partner, on
behalf of said limited partnership

By: ________________________________
    Josh Thomas
    Director of Engineering Support
STATE OF TEXAS

COUNTY OF NUECES

This instrument was acknowledged before me on the _____ day of ____________________, 2017, by JOHN P. LaRUE, Executive Director of Port of Corpus Christi Authority of Nueces County, Texas, on behalf of the Port.

______________________________________________
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

COUNTY OF NUECES

This instrument was acknowledged before me on the 12 day of JUNE, 2017, by Josh Thomas, Director of Engineering Support for Southcross Energy GP, LLC, a Delaware limited liability company, as General Partner of and on behalf of Southcross CCNG Transmission, Ltd., a Texas limited partnership and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS
Exhibit A

Center Line of Easement out of the submerged land Patent dated May 7, 1930 from the State of Texas to Nueces County Navigational District, (now the Port of Corpus Christi Authority of Nueces County, Texas), recorded in Volume 192, Page 579 and referred to as Patent 84, Survey 939. Said center line of pipeline easement further described as follows:

Commencing at a point being the intersection on the centerline of existing drive entrance and said pipeline centerline as shown on Exhibit A.

The following calls are alongside pavement edge unless noted otherwise.

Thence, N 66° 1' W, along said centerline of pipeline easement for a distance of approximately 119 feet to point of beginning pipeline station 0+00

Thence S 66° 1' E, a distance of 800 feet pipeline station 8+00 to a point of inflection (P.I.) being 80 feet north of the centerline of rail road track 800.

Thence, S 66° 39' E, a distance of 557 feet to P.I. pipeline station 13+57 being 76 feet north of the centerline of rail road track 800,

Thence, S 62° 22' E, a distance of 189 feet to P.I. pipeline station 15+46 being 76 feet north of the centerline of rail road track 800,

Thence, S 53° 4' E, a distance of 202 feet to P.I. pipeline station 17+48 being 77 feet north of the centerline of rail road track 800,

Thence, S 46° 41' E, a distance of 764 feet to P.I. pipeline station 25+12 being 78 feet north of the centerline of rail road track 800,

Thence, S 47° 33' E, a distance of 152 feet to P.I. pipeline station 26+64 being 78 feet north of the centerline of rail road track 800,

Thence, S 54° 28' E, a distance of 151 feet to P.I. pipeline station 28+15 being 84 feet north of the centerline of rail road track 800,

Thence, S 62° 3' E, a distance of 176 feet to P.I. pipeline station 29+91 being 83 feet north of centerline rail road track 800,

Thence, S 66° 8' E, a distance of 683 feet to P.I. pipeline station 36+74 being approximately 78 feet north of the centerline of rail road track 800,

Thence, S 66° 41' E, a distance of 300 feet to P.I. pipeline station 39+74

Thence, S 67° 22' E, a distance of 322 feet to P.I. pipeline station 42+96

Thence, S 67° 56' E, a distance of 427 feet to P.I. pipeline station 47+23 being approximately 78' north of the centerline of rail road track 800,
Thence, at right angle to pavement edge, N 23° 2' E, a distance of approximately 4.5 feet to point of terminus on Port of Corpus Christi Authority property line, at pipeline station 47+27.5 containing approximately 4,728 linear feet of pipe.

Map and description based from Corpus Christi Industrial Pipeline as-built, drawing numbers PDE-M-023-1, PDE-M-023-2 and various field surveys.
Exhibit C

Center line of pipeline easement out of a 23.65 acre tract of land owned by Port of Corpus Christi Authority and recorded in Volume 662 page 381 Deed Records of Nueces County, Texas. Said center line easement further described as follows:

Beginning at a point having Texas State Plane Coordinates of X=2338239.27 Y=781262.31 from where the southwest corner of the aforementioned 23.65 acre tract (said corner also being on the north right of way line of Union Pacific railroad) bears S 7° 18’5” E 12.6 feet,

Thence, N 89°10’ 48” E - 94.59 feet to pipeline station 200+59.

Thence, N 83° 56’ E – 89 feet to a point of inflection (Pl) at pipeline station 201+48,

Thence, N 53° 56’ E – 89 feet to P.I. pipeline station 202+37 – said P.I. being approximately 6 feet west of Navigation Blvd. right of way, also known as the west boundary of Tule Lake Bridge Tract #3

Thence, N 8° 56’ E – 526 feet to P.I. pipeline station 207+63,

Thence, N 4° 53’ E – 103 feet to P.I. pipeline station 208+66,

Thence, N 0° 45’ E – 143 feet to P.I. pipeline station 210+09 – said P.I. being approximately 6 feet west of Navigation Blvd right of way,

Thence, N 35° 21’ E – 16 feet to P.I. station 210+25 – said P.I. being approximately 6 feet east of Navigation Blvd right of way,

Thence, N 4° 2’ west – along said centerline of pipeline, 6 feet east of and parallel to Navigation Blvd. right for a distance of 500 feet to P.I. pipeline station 215+25

Thence, N 4° 39’ W – 288 feet to P.I. pipeline station 218+13 – said P.I. being approximately 6 feet east of Navigation Blvd. right of way,

Thence, N 7° 52’ W – 38 feet to P.I. pipeline station 218+51 – said P.I. being approximately 3 feet east of Navigation Blvd right of way,

Thence, N 64° 4’ E – 130 feet across the aforementioned Tule Lake Bridge Tract #3 to P.I. pipeline station 219+81,

Thence, S 85° 56’ E – 5 feet to P.I. pipeline station 219+86,

Thence, N 64° 4’ E – 1.0 feet to point of terminus at pipeline station 219+87 – said point being on the Port of Corpus Christi Authority’s property line as shown on Exhibit C, containing approximately 2,023 linear feet of pipe.

Map and description based from Corpus Christi Industrial Pipeline as-built, drawing numbers PDE-M-008-8 and 9, and from a field survey conducted by Frontier Surveying Co. (drawing no. 010734C).
DATE: June 7, 2017

TO: Port Commission

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

SUMMARY: Staff requests approval to issue Service Order No. 6 of Master Agreement No. 10-16 with Platinum Environmental Services, LLC necessary to conduct environmental consulting services for a time and materials amount not-to-exceed $40,002 at La Quinta.

BACKGROUND: During the pipeline relocation activities on the PCCA La Quinta property, completed in accordance with the negotiated lease agreement by the tenant, voestalpine Texas holding, LLC, hydrocarbon contamination was discovered in soil and groundwater above Texas Commission on Environmental Quality (TCEQ) protective concentration limits. Efforts to delineate horizontal and vertical extent of soil contamination and to determine impacts to groundwater were conducted in and an Affected Property Assessment Report (APAR) was prepared and submitted to TCEQ in accordance with the Texas Risk Reduction Program (TRRP). Based on comments received from the TCEQ in an April 7, 2017 letter regarding the APAR, additional invasive sampling is requested to address the TCEQ’s groundwater delineation concerns, the results of which will be incorporated into a revised APAR. This project’s scope will also include formulation of a response action plan to address the impacted soil as requested by the TCEQ in the same April 7, 2017 letter.

ALTERNATIVES: There are no alternatives since this is a regulatory requirement.

CONFORMITY TO PORT POLICY: Conforms to Strategic Plan Goal #5 (Be an Environmental Leader), Strategic Objective 5B (Continue to Meet and Exceed Regulatory Standards), Action Item 1 (Implement Environmental Standards Port-Wide).

EMERGENCY: N/A

FINANCIAL IMPACT: N/A

Approve Service Order No. 6 in the Amount of $40,002 with Platinum Environmental Solutions, LLC, Under Professional Services Master Agreement No. 10-16, for Environmental Consulting Services to Conduct Soil and Groundwater Sampling Activities at La Quinta.
STAFF RECOMMENDATION: Staff recommends approval of the Service Order No. 6 with Platinum Environmental Services, LLC, for environmental consulting services in the amount of $40,002 at La Quinta.

DEPARTMENTAL CLEARANCES:
Originating Department Environmental Planning & Compliance
Reviewed & Approved Sarah Garza
          James Haley
Legal       Jimmy Welder
          Dane Brunn
Senior Staff John LaRue
          Sean Strawbridge

LIST OF SUPPORTING DOCUMENTS:
Platinum Environmental Solutions, LLC, Service Order No. 6.
SERVICE ORDER NO. 6
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER AGREEMENT NO. 10-16
PROJECT NO. 14002B

Pursuant to PCCA Master Agreement No. 10-16 between Port of Corpus Christi Authority of Nueces County, Texas (“PCCA”) and Platinum Environmental Solutions, LLC (“ENVIRONMENTAL CONSULTANT”), ENVIRONMENTAL CONSULTANT will provide the Basic and Additional Services set forth in Exhibit A of Master Agreement No. 10-16 in accordance with any additions or deletions to the same or any Services different from those described in the said Exhibit A, in this Service Order. This Service Order modifies or amends PCCA Master Agreement No. 10-16, the provisions of which not specifically amended by this Service Order will remain in effect.

Description of Project:

During the pipeline relocation activities on the PCCA La Quinta property, completed in accordance with the negotiated lease agreement by the tenant, voestalpine Texas holding, LLC, hydrocarbon contamination was discovered in soil and groundwater above Texas Commission on Environmental Quality (TCEQ) protective concentration limits. Efforts to delineate horizontal and vertical extent of soil contamination and to determine impacts to groundwater were conducted in 2014, and summarized in a report. In 2015 additional sampling of the existing monitoring wells was conducted to support a groundwater classification report that was submitted to the TCEQ on March 23, 2016. Also completed in 2015, and submitted to the TCEQ in 2016, was a drinking water survey report to document groundwater use in the surrounding area. Upon receipt of TCEQ’s concurrence with the groundwater classification, an evaluation and compilation of all data collected resulted in the preparation and submission to the TCEQ of an Affected Property Assessment Report (APAR) in accordance with the Texas Risk Reduction Program (TRRP). Based on comments received from the TCEQ in an April 7, 2017 letter regarding the APAR, additional invasive sampling is necessary to address the TCEQ’s groundwater delineation concerns, the results of which should be incorporated into a revised APAR. This project’s scope will also include formulation of a response action plan to address the impacted soil as requested by the TCEQ in the same April 7, 2017 letter.

Project Contact for PCCA: Project Contact for ENVIRONMENTAL CONSULTANT:

Project Manager: James L. Haley Project Manager: Peter C. Berveiler, P.E., PMP

Phone Number: (361) 885-6606 Phone Number: (281) 890-6140

Scope of Services:


In accordance with Section A-101 of Exhibit A of the Master Agreement, ENVIRONMENTAL CONSULTANT will provide the following services:

A. Health and Safety Plan. ENVIRONMENTAL CONSULTANT will develop a site-specific Health and Safety Plan (HASP) to be utilized for work performed by ENVIRONMENTAL CONSULTANT personnel and associated subcontractors. For purposes of the HASP, it is assumed that the scope of services can be conducted under modified Level D personal protective equipment (PPE), which will include a hard hat, steel-toed boots, protective eyewear, and gloves. Should the need arise to upgrade PPE (e.g. respiratory protection), the PCCA will be notified by ENVIRONMENTAL CONSULTANT and the HASP will be modified accordingly. ENVIRONMENTAL CONSULTANT is responsible for notifying Texas 811 for location of underground utilities that may be located within the project area at least 48 hours prior to any onsite work. ENVIRONMENTAL CONSULTANT will also obtain safety training as required by voestalpine Texas Holding, LLC prior to commencing field work.
B. Field Work. ENVIRONMENTAL CONSULTANT will advance three soil borings using direct push technology as indicated on the attached Soil Boring/Monitoring Well Location Map. One soil boring (B15) will be advanced to the next groundwater bearing unit (GWBU) and converted to a permanent 2-inch monitoring well following cement casement from competent clay under the first GWBU to the ground surface and subsequent boring through the casement. Soil borings B16 and B17 will be advanced to the confining layer beneath the first GWBU and converted to permanent 2-inch diameter monitoring wells. During the boring process, ENVIRONMENTAL CONSULTANT will continuously collect soil samples for field screening of volatile organic compounds (VOCs) using a photoionization detector (PID) and olfactory senses. Soil samples from each boring will be collected for laboratory analyses as follows: one sample exhibiting the highest PID level from the vadose zone; one sample from the observed saturated zone; and one sample from the bottom of the boring. ENVIRONMENTAL CONSULTANT will analyze each soil sample for total petroleum hydrocarbons (TPH) using method TX1005, benzene using method 8260 and semivolatile organic compounds using method 8270 in the event TPH greater than nC12 is detected. ENVIRONMENTAL CONSULTANT will also evaluate the geotechnical parameters grain size, soil classification and intrinsic permeability of soil samples collected from the bottom of each boring. ENVIRONMENTAL CONSULTANT will collect and analyze groundwater samples from the newly installed monitoring wells and from the existing monitoring well MW-3 for TPH using method TX1005, for benzene using method 8260, for SVOCs using method 8270 and for sulfate using method EPA method 300.0.

ENVIRONMENTAL CONSULTANT will collect and manage all investigation-derived waste (IDW) in properly labeled 55-gallon drums.

C. Report Preparation. Following receipt of analytical data from the laboratory, ENVIRONMENTAL CONSULTANT will determine if delineation to the current TPH and benzene standards have been achieved, or if additional sampling is required. If delineation has been achieved, ENVIRONMENTAL CONSULTANT will prepare an APAR addendum consisting of replacement pages for the previously-submitted APAR for review by PCCA prior to submittal to the TCEQ. ENVIRONMENTAL CONSULTANT will also prepare a Remedial Action Plan (RAP) for the vadose/saturated zone for review by PCCA prior to submittal to the TCEQ.

2. Preliminary Design Phase.

In accordance with Section A-1.02 of Exhibit A of the Master Agreement, ENVIRONMENTAL CONSULTANT will provide the following services:

None.

3. Final Design Phase.

With concurrence from PCCA on the preliminary design and in accordance with the Basic Services in Section A-1.03, A-1.04, and A-1.05 of Exhibit A of the Master Agreement, ENVIRONMENTAL CONSULTANT will provide the following services:

None.

**Service Schedule:**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field Work</td>
<td>June 28, 2017</td>
</tr>
<tr>
<td>Preliminary Laboratory Report</td>
<td>July 12, 2017</td>
</tr>
<tr>
<td>Draft APAR Addendum and RAP</td>
<td>July 26, 2017</td>
</tr>
<tr>
<td>Final APAR Addendum and RAP</td>
<td>August 2, 2017</td>
</tr>
</tbody>
</table>
Deliverables:

Preliminary Laboratory Report in electronic .pdf format
Draft APAR Addendum and RAP in electronic word format
Final APAR Addendum and RAP in electronic .pdf format

Project Team:

The Project team to be used on this project will include the following:

Peter C. Berveiler, P.E., PMP, Senior Consulting Principal

Subcontractors to be used on this project will include the following:

Enviro Tech Drilling
P.O. Box 19064
Houston, TX 77224
(832) 493-8063

ALS
10450 Stancliff, Ste 210
Houston, TX 77099
(281) 530-5656

Terrain Solutions, Inc.
10103 Fondren Road, Ste 426
Houston, TX 77096
(713) 467-2900

Compensation:

In accordance with Article 4 of Master Agreement No. 10-16 and negotiations between the parties, ENVIRONMENTAL CONSULTANT will be compensated pursuant to this Service Order as follows:

Report & Study Phase $ 40,002
Preliminary Design Phase $ 0
Final Design Phase $ 0

Total Compensation for Services per Exhibit C-4.01 not to exceed $ 40,002

Contingency (PCCA Approval Required) $ 0

Reimbursement:

The following applies to expenses reimbursed under this Service Order:

Invoices: ENVIRONMENTAL CONSULTANT will submit invoices to PCCA monthly in accordance with the fee schedule set forth in this Agreement. Requests for payment must be supported by documentation such as invoices, receipts, statements, stubs, tickets, time sheets, and any other documentation that, in the reasonable judgment of PCCA, provides complete substantiation of
Reimbursable Expenses incurred by ENVIRONMENTAL CONSULTANT. All deliverables and reimbursement documents submitted to PCCA must prominently display PCCA Master Agreement No. 10-16, Service Order No. 6.

Termination or Interpretation of Services:

PCCA reserves the right to halt or defer all or any portion of the Services included in the Scope of Services for this Service Order at any time during the performance period. If the Services are halted or deferred, the parties agree that the schedule and budget may require renegotiation.

Amendments to Service Order:

Material changes to this Service Order may be made only by written agreement of the parties to the Agreement. All provisions of PCCA Master Agreement No. 10-16 not specifically amended by this Service Order will remain in force and effect.

Material Changes to Master Agreement:

All provisions of PCCA Master Agreement No. 10-16 are in full force and effect. Effective on the date executed by the last party to this Service Order.

Port of Corpus Christi Authority of Nueces County, Texas

By: ______________________________________

Name:  Sarah L. Garza __________________________

Title:  Director of Environmental Planning & Compliance

Date of Execution: __________________________

“PCCA”

Platinum Environmental Solutions, LLC

By: ______________________________________

Name:  Peter C. Berveiler, P.E. ____________________

Title:  Principal Engineer __________________________

Date of Execution: 6/7/17 __________________________

“ENVIRONMENTAL CONSULTANT”
PROPOSED BORINGS IN RED B-15 TO LOWER wbu, B16 AND B-17 GEOTECH

Soil Boring/Monitoring Well Location Map
Impacted Property Map
La Quinta-voestalpine
DATE: June 20, 2017

TO: Port Commission

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

SUMMARY: Staff requests approval of the attached Memorandum of Agreement with the U.S. Department of the Army for use of $100,000 in federal funds appropriated under Section 2106 of the Water Resources Reform and Development Act (WRRDA) of 2014 to perform maintenance dredging of PCCA Bulk Terminal Dock 2.

BACKGROUND: Section 2106 of the Water Resources Reform and Development Act of 2014 (33 U.S.C. 2238) authorizes the Secretary of the Army to provide funds annually to Donor Ports and Energy Transfer Ports, subject to the availability of appropriations. One allowable use of these funds is for maintenance dredging of berths that are accessible to a federal navigation project and that benefits commercial navigation.

“Energy Transfer Port” is defined as a port (1) that is subject to the harbor maintenance fee, (2) at which energy commodities comprised greater than 25 percent of all commercial activity by tonnage in fiscal year 2012, and (3) through which more than 40,000,000 tons of cargo were transported in fiscal year 2012. A “Donor Port” is one that (1) is subject to the harbor maintenance fee, (2) collects at least $15 million dollars in Harbor Maintenance Tax (HMT) annually, (3) received less than 25 percent of the total amount of harbor maintenance taxes collected at that port in the previous 5 fiscal years, and (4) is located in a state in which more than 2,000,000 cargo containers were unloaded from or loaded on to vessels in fiscal year 2012. The Port of Corpus Christi qualifies as an Energy Transfer Port since it meets these criteria, and in 2017, $693,000 was allocated to the PCCA. After deducting the required 1% statutory deduction for emergency activities, the final allocation for PCCA use is $686,000.

In July 2016, the U.S. Army Corps of Engineers (USACE) received bids for the Corpus Christi Ship Channel Inner Basin to Viola Turning Basin and La Quinta Channel pipeline maintenance dredging project. The bids included options for maintenance dredging at PCCA Oil Docks 1, 2, 4, 7, 8, and 11, Cargo Docks 8 and 9, and Bulk Dock 2. The total

Adopt a Resolution Approving a Memorandum of Agreement with the Department of the Army to Perform Maintenance Dredging of PCCA Bulk Terminal Dock 2 Using $100,000 of Federal Funds Provided under Section 2106 of the Water Resources Reform and Development Act of 2014.
cost for maintenance dredging of these PCCA docks was $900,000 plus estimated supervision and administration and contingency. The PCCA funded the maintenance dredging of these docks using $619,000 in Section 2106 funds, allocated in FY 2016, plus $389,000 in funds paid to USACE by the PCCA.

The maintenance dredging has been completed on all PCCA dock options except for Bulk Terminal Dock 2. Since the Bulk Terminal Dock option has yet to be awarded and completed, Section 2106 funds allocated in FY 2017 are eligible to be used for this option.

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

**EMERGENCY:** No.

**FINANCIAL IMPACT:** It is anticipated that $100,000 out of the $389,000, previously paid by PCCA, will be returned to the PCCA upon completion of USACE’s maintenance dredging contract.

**STAFF RECOMMENDATION:** Staff recommends adoption of a resolution approving the Memorandum of Agreement with the U.S. Department of the Army for use of $100,000 in federal funds appropriated under Section 2106 of the Water Resources Reform and Development Act (WRRDA) of 2014 to perform maintenance dredging of PCCA Bulk Terminal Dock 2.

**DEPARTMENTAL CLEARANCES:**

Originating Department Engineering Services
Reviewed & Approved David Krams
Dan Koesema
Legal Dane Bruun
Senior Staff John LaRue
Sean Strawbridge
Dennis DeVries

**LIST OF SUPPORTING DOCUMENTS:**

Map Exhibit
Memorandum of Agreement
Resolution Adopting Memorandum of Agreement
MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
CONCERNING WORK USING FUNDS MADE AVAILABLE
PURSUANT TO SECTION 2106 OF THE WATER RESOURCES REFORM AND DEVELOPMENT ACT OF 2014

This MEMORANDUM OF AGREEMENT (hereinafter “MOA”) is entered into this ______ day of ________________, ________, by and between the Department of the Army (hereinafter the “Government”), represented by the U.S. Army Engineer, Galveston District (hereinafter the “District Engineer”), and the Port of Corpus Christi Authority of Nueces County, Texas (hereinafter the “Sponsor”) for the Port of Corpus Christi (hereinafter the “Port”), represented by the Executive Director, Port of Corpus Christi Authority of Nueces County, Texas.

WITNESSETH, THAT:

WHEREAS, section 2106 of the Water Resources Reform and Development Act of 2014 (33 U.S.C. 2238) (hereinafter “Section 2106”) authorizes the Secretary of the Army, subject to the availability of funds, to provide funds to donor ports and energy transfer ports to be used for certain purposes;

WHEREAS, the Port qualifies as “an energy transfer port”;

WHEREAS, funds have been appropriated in fiscal year 2017 to carry out Section 2106 and may be appropriated in subsequent fiscal years; and

WHEREAS, the Sponsor desires that the Government retain funds provided under Section 2106 for the Government to carry out expanded uses, as that term is defined in Section 210(f) of the Water Resources Development Act of 1986, as amended (33 U.S.C. 2238(f)), or environmental remediation related to dredging berths and Federal navigation channels.

NOW, THEREFORE, the Parties agree as follows:
1. Using the funds that otherwise would have been provided to the Sponsor under Section 2106 (hereinafter “Section 2106 funds”), the Government shall carry out work in accordance with the Work Plan to be developed by the Government and the Sponsor. This work may include, but is not limited to, maintenance dredging of non-Federal berthing areas and access channels; placement of material dredged from berthing areas and access channels; maintenance dredging and placement of legacy-contaminated sediment and sediment unsuitable for open water placement, if such dredging and placement would benefit commercial navigation at the harbor and such sediment is located in and affects the maintenance of a Federal navigation project; necessary engineering, design, and supervision and administration, including hydrographic surveys; dredged material testing and monitoring; permitting; and environmental documentation. While the Government will endeavor to limit costs to available Section 2106 funds, the Sponsor acknowledges that actual costs may exceed such amounts due to claims or other unforeseen circumstances and that the Sponsor is responsible for all costs, including any claims, related to work carried out by the Government under this MOA.

2. No later than thirty days after execution of this MOA, the Government and the Sponsor shall develop a Work Plan. The Work Plan shall identify the dredging and other work to be carried out using Section 2106 funds; the schedules for completion of compliance with applicable environmental laws and regulations and for initiation of dredging and other work; and the Government’s cost estimates for various work items. On at least an annual basis, the Government and the Sponsor shall review the Work Plan and revise it as appropriate.

   a. If the Government projects at any time that the costs of work under this MOA may exceed available Section 2106 funds, the Government shall provide written notice to the Sponsor, and the Government and Sponsor shall adjust the Work Plan to remain within available Section 2106 funds or the Sponsor may provide additional funds to cover such costs by delivering a check payable to “FAO, USAED Galveston District M3” to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government.

   b. In the unlikely event that the costs of work exceed available Section 2106 funds, the Government shall provide written notice to the Sponsor of the amount involved, and no later than thirty calendar days after such notice, the Sponsor shall provide that full amount by one of the methods described in paragraph 2.a.

3. The Government shall provide the Sponsor with quarterly reports of obligations for work under this MOA. The first such report shall be provided within thirty calendar days after the final day of the first full quarter of the Government’s fiscal year following execution of this MOA. Subsequent reports shall be provided within thirty calendar days after the final day of each succeeding quarter until the Government completes all work under this MOA.
4. In the exercise of their respective roles and responsibilities under this MOA, the Government and the Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

5. Notices.
   a. Any notice, request, demand, or other communication required or permitted to be given under this MOA shall be deemed to have been duly given if in writing and either delivered personally or mailed by registered or certified mail, with return receipt, as follows:

   If to the Sponsor:

   Executive Director
   Port of Corpus Christi Authority of Nueces County
   222 Power Street
   Corpus Christi, Texas 78401

   If to the Government:

   District Engineer
   USAED, Galveston
   2000 Fort Point Road
   Galveston, Texas 77553-1229

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

6. This MOA may be modified or amended only by written, mutual agreement of the parties.

7. Upon not less than thirty calendar days written notice to the other party, either party may elect to terminate performance of future work under this MOA. In the event of termination, the parties shall conclude their activities under this MOA. Termination has no effect on any obligation previously incurred.

IN WITNESS WHEREOF, the parties have executed this MOA as of the day, month, and year first above written.
THE DEPARTMENT OF THE ARMY

PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY,
TEXAS

BY: __________________________
Lars N. Zetterstrom
Colonel, U.S. Army
District Engineer

BY: __________________________
John P. LaRue
Executive Director
Port of Corpus Christi Authority
of Nueces County, Texas

DATE:________________________

DATE:________________________

WHEREAS, Section 2106 of the Water Resources Reform and Development Act of 2014 (33 U.S.C. 2238) authorizes the Secretary of Army to provide funds to Donor Ports and Energy Transfer Ports to be used for certain purposes; and

WHEREAS, the Port of Corpus Christi qualifies as an Energy Transfer Port; and

WHEREAS, funds have been appropriated in Fiscal Year 2017 to carry out Section 2106 and may be appropriated in subsequent fiscal years; and

WHEREAS, the Port of Corpus Christi Authority of Nueces County, Texas (hereinafter referred to as “PCCA”) desires that the Department of the Army (hereinafter referred to as the “Government”) retain funds provided under Section 2106 for the Government to carry out expanded uses, as that term is defined in Section 210(f) of the Water Resources Development Act of 1986, as amended (33 U.S.C. 2238(f)), or environmental remediation related to dredging berths and Federal navigation channels; and

WHEREAS, a Memorandum of Agreement between the Department of the Army and the Port of Corpus Christi Authority of Nueces County, Texas, Concerning Work Using Funds Made Available Pursuant to Section 2106 of the Water Resources Reform and Development Act of 2014 (hereinafter referred to as the “MOA”) has been presented to PCCA’s Port Commission for approval; and

WHEREAS, PCCA is authorized by Section 60.152 of the Texas Water Code, as amended, to enter into the MOA; and

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

Section 1. The Port Commission hereby finds and determines that it is necessary and advisable that PCCA enter into the MOA in substantially the form presented to this meeting.

Section 2. The MOA in substantially the form presented to this meeting is hereby approved, and the Executive Director is hereby authorized and directed, for and on behalf of PCCA, to execute the MOA.

Section 3. The Chairman, the Vice Chairman, the Secretary, and the Executive Director are each hereby severally authorized and directed to execute, attest, seal and deliver any and all additional certificates, documents or other papers and to do any and all things deemed necessary to carry out the intent and purposes of this Resolution, including the preamble hereto.
Section 4. This Resolution is hereby adopted by the Port Commission on June 20, 2017.
DATE: June 20, 2017

TO: Port Commission

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

SUMMARY: Staff requests approval of a Professional Engineering Services Contract with BathGroup, Incorporated dba Bath Engineering Company in the amount of $154,887 for electrical engineering services associated with the detailed design to remediate deficiencies of electrical systems at Public Oil Docks 1, 2, 3, 4, 5, 7, 11, and 12.

BACKGROUND: The majority of the public oil docks have been in service for over 30 years, and throughout that time, both the PCCA and customers have made repairs and/or the addition of electrical devices to the docks’ electrical systems. In 2014, Bath was tasked to update old existing hazardous area classification drawings for various public oil docks and develop new hazardous area classification drawings for those with no records. Bath was further engaged in 2016 to conduct a compliance assessment for Public Oil Docks 1, 2, 3, 4, 5, 7, 11, and 12 and develop a technical report of findings with general recommendations.

Now that the hazardous area compliance assessments have been complete, staff has negotiated a Professional Engineering Services Contract with Bath to develop remediation plans for the docks and to prepare construction contract documents to address PCCA-owned electrical systems and equipment at each of the public oil docks studied. Bath was selected for this work based on their submittal received in response to the Engineering Department’s annual Request for Qualifications and Interest for PCCA projects.

Engineering services will generally include performing additional field work; identifying course of action to remediate each of the deficiencies at respective oil docks; and developing site plans, electrical plans, electrical installation details, specifications, construction cost estimates, and providing bid phase support to be performed on a time and material basis not-to-exceed $154,887 for the eight oil dock facilities. Approximately $60,000 will be used to develop detailed remediation plans for each oil dock facility, and the remaining funds will be expended to provide detailed engineering and design to remediate electrical systems, which will include design drawings, technical specs, and contract document preparation. Bath is a local electrical and process safety management engineering firm who has successfully completed several design projects for the PCCA.
**ALTERNATIVES:** An alternative to ensuring all equipment meets the required hazard classification standards, would be to reduce the hazard by pressurizing the dock houses to ensure the combustible vapors do not enter the dock houses where the electrical equipment is housed. Pressurized dock houses can be achieved by installing a sophisticated ventilation system, which would be more expensive, would require a vigorous maintenance program, and then there is concern that dock operators will not ensure that doors and windows remain closed to provide a sealed, pressurized dock house space/room. In addition, any deficiencies outside the dock houses (e.g. light fixtures, sump systems, and conduit runs) will still require remediation.

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

**EMERGENCY:** No, however, the compliance assessment reports warrant that the electrical upgrades be performed to ensure the equipment meet the most current codes and recommended practices.

**FINANCIAL IMPACT:** The 2017 budget includes $340,000 for this maintenance project.

**STAFF RECOMMENDATION:** Staff recommends approval of a Professional Engineering Services Contract with BathGroup, Incorporated dba Bath Engineering Company in the amount of $154,887 for engineering services associated with the hazardous area classification compliance assessment remediation plan and contract document preparation for remediation of electrical systems at Public Oil Docks 1, 2, 3, 4, 5, 7, 11, and 12.

**DEPARTMENTAL CLEARANCES:**

<table>
<thead>
<tr>
<th>Originating Department</th>
<th>Engineering Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reviewed &amp; Approved</td>
<td>David Krams</td>
</tr>
<tr>
<td></td>
<td>Dave Michaelsen</td>
</tr>
<tr>
<td></td>
<td>Jacob Morales</td>
</tr>
<tr>
<td>Legal</td>
<td>Used standard template</td>
</tr>
<tr>
<td>Senior Staff</td>
<td>John LaRue</td>
</tr>
<tr>
<td></td>
<td>Sean Strawbridge</td>
</tr>
</tbody>
</table>

**LIST OF SUPPORTING DOCUMENTS:**

Professional Engineering Services Contract
PROFESSIONAL ENGINEERING SERVICES CONTRACT

PROJECT NAME: ELECTRICAL UPGRADES AT VARIOUS PUBLIC OIL DOCKS
PROJECT NUMBER: 17-008A

THIS CONTRACT (the “Contract”) is made and entered into effective as of the _____ day of June, 2017 (“Effective Date”) by and between the Port of Corpus Christi Authority of Nueces County, Texas (“Authority”), and Bath Group, Inc. (dba Bath Process Safety Management (PSM) and Bath Engineering) (“Engineer”), each a “Party” and collectively as “Parties”.

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

1. CONTRACT: Authority hereby engages the Engineer and the Engineer hereby accepts its engagement for the purpose of providing to Authority the engineering services (“Services”) as are generally described in the “Scope of Services” set forth in Exhibit A to this Contract which is incorporated herein by reference. Engineering designs, reports, drawings and specifications prepared hereunder will be sealed by a Registered Professional Engineer licensed to practice in the State of Texas and in accordance with applicable provisions of the Texas Engineering Practice Act and Rules of the Texas Board of Professional Engineers.

2. PERIOD OF SERVICE: The Engineer shall complete the Services on or before February 28, 2018 (the “Deadline”), unless the Authority agrees to extend the Deadline for good reason; provided, however, that the Authority may terminate this Contract at any time in accordance with Section 14. Time is of the essence in performance of this Contract. There will be no obligation established between Authority and the Engineer for performance of the Services until Authority provides the Engineer with a written notice to proceed which shall be issued upon execution of this Contract and receipt by the Authority of appropriate Certificates of Insurance and other documentation as may be required herein. The term of this Contract (“Term”) shall begin on the Effective Date and shall end on the first to occur of the following: (1) the Deadline, as the same may have been extended by the Authority, (2) the date on which, in the opinion of Authority, all of the Services have been rendered, (3) the date on which this Contract is terminated by the Authority pursuant to Section 14, or (4) the date on which this Contract is terminated by the Engineer pursuant to Section 14.

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

Jacob Morales  
222 Power Street  
Corpus Christi, Texas 78401  
Phone: 361.885.6131  
E-mail: jacob@pocca.com

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

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

If to the Authority:  
John P. LaRue  
Executive Director  
Port of Corpus Christi Authority  
222 Power Street  
Corpus Christi, Texas 78401  
E-mail: john@pocca.com

If to the Engineer:  
Jim Johnston, P.E.  
Bath Engineering  
5656 S. Staples, Suite 110  
Corpus Christi, Texas 78411  
Phone: 361.992.2284  
E-mail: jjohnston@bathgroup.com

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

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

6. ENGINEER’S RESPONSIBILITIES: In addition to all other obligations contained herein, the Engineer agrees, warrants, and represents that:

6.1 The Engineer will furnish all material, equipment, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services, except as otherwise mutually agreed by the Parties;
6.2 The Engineer shall perform the Services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license;

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

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

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

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

6.7 Engineer’s Opinions of probable cost or other forms of cost estimates will be based on the Engineer’s experience, the design, and current market conditions to the extent practicable. Authority hereby acknowledges that Engineer cannot warrant that estimates of probable cost provided by Engineer will not vary from actual market prices obtained by Authority;

6.8 Engineer is an independent contractor for the performance of his duties under this Contract. Accordingly, the Engineer shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Engineer’s activities in accordance with this Contract. Engineer is responsible for payment of the compensation, including any withholding, Social Security, or other taxes on such compensation, of any subcontractors retained by Engineer, or Engineer’s employees performing work on the Project;

6.9 Engineer has and hereby retains full control of any supervision over the Engineer’s obligations hereunder and over any persons employed or subcontracted by the Engineer for performing Services hereunder;

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

6.11 As of the Effective Date and at all times while providing Services hereunder, the Engineer shall possess and maintain in good standing any and all licenses or other
authorizations and approvals necessary to perform the Services consistent with its status as an independent contractor and in compliance with all applicable laws and regulations;

6.12 Engineer may, with prior written approval of Authority, use representations of designs or other engineering services provided hereunder for promotional purposes. Authority reserves the right to review and approve, in advance of any publication or use, promotional materials containing reference to or images related to the work produced under this Contract.

7. COMPENSATION: The compensation to be paid Engineer for providing the Services shall be the compensation described in Exhibit B hereto, which is incorporated herein by reference; provided, however, the total paid to Engineer for the Services shall not exceed One Hundred Fifty Four Thousand Eight Hundred Eighty Seven Dollars ($154,887.00). Engineer will obtain the approval of Authority's Project Representative relative to incurring travel and other expenses before incurring such costs.

8. INVOICE PROCEDURE AND PAYMENT: Engineer shall submit invoices monthly to the Authority for work performed during the preceding calendar month. Such invoices shall be due and payable by Authority on or before thirty (30) days from receipt by Authority. Monthly compensation will be for the Services actually performed during the billing period, invoiced in accordance with the Fee Schedule included in Exhibit B. Invoices shall also describe any work performed by subcontractors retained by Engineer and reimbursable costs. Subcontractor cost mark-up shall not exceed five percent (5%). Engineer will provide sufficient detail with each invoice to substantiate the requested amount of monthly payment. At the Authority’s request, Engineer will provide additional backup such as signed time sheets, invoices for materials and subcontracted service or other documentation sufficient to establish the accuracy of the invoices. Invoices are to be submitted in a format previously approved by Authority.

9. INSURANCE: Engineer shall procure and maintain at its sole expense, for as long as Engineer is obligated to provide Services under this Contract, the policies of insurance described in Exhibit C attached hereto and in at least the minimum amounts specified in Exhibit C to protect Engineer from claims which may arise out of or result from Engineer’s Services pursuant to this Contract, whether such operations be by Engineer, by any subcontractor of Engineer, or by anyone directly or indirectly employed by Engineer or Engineer’s subcontractor, or by anyone for whose acts Engineer or Engineer’s subcontractor may be liable. At least five (5) days prior to execution of this Contract, Engineer will provide to Authority’s Risk Program Manager certificates of insurance issued by each insurance company providing any of the required insurance coverage, and the text entered in each certificate must be acceptable to Authority. The requirement to provide acceptable certificates of insurance is a material condition of this Contract, and work under this Contract will not commence until certificates of insurance have been received, reviewed, and accepted by Authority. The minimum limits of liability and coverage for the insurance required are set forth in Exhibit C attached hereto, which is incorporated herein by reference.

10. INDEMNIFICATION AND RELEASE. Engineer hereby releases and discharges Authority and its agents, servants, representatives, employees, officers, directors, and Port Commissioners (collectively, the “Authority Parties”) from liability for and
assumes the risk of loss or damage to the property of Engineer and the injury or death of any person employed by Engineer. Engineer shall defend, indemnify and hold harmless the Authority Parties from and against all damages, losses, costs and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys’ fees and the cost of defense), in connection with any action, proceeding, demand or claim but only to the extent caused by the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subconsultants, or others for whom the Engineer is legally liable, in the performance of Services under this Contract. The Engineer is not obligated under this paragraph to indemnify the Authority Parties for the negligent acts of the Authority Parties.

Engineer shall defend, indemnify and hold harmless the Authority Parties from and against all damages, losses, costs and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys’ fees and the cost of defense), in connection with any action, proceeding, demand or claim arising out of a violation of any environmental law or regulation in effect during the Term of the Contract by the Engineer, its employees, agents, or subconsultants, or others for whom the Engineer is legally liable, in the performance of Services under this Contract. The Engineer is not obligated under this paragraph to indemnify the Authority Parties for the negligent acts of the Authority Parties.

Engineer’s indemnity obligations under this Section 10 shall not be limited by a limitation on the amount or type of damages, compensation or benefits owed by Engineer to any employee of Engineer under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts. The obligations of the Engineer under this Section 10 shall survive the end of the Term of the Contract.

11. LIMITATION OF LIABILITY: Except as otherwise expressly provided herein, neither Party shall be liable or responsible to the other Party for any indirect, incidental or consequential loss or damage of any nature whatsoever (including, but not limited to, contract, negligence or tort liability) of the other Party, including without limitation, any actual or anticipated profits, loss of time, inconvenience, commercial loss or any other damages, even if the Party has advance notice of the possibility of such damages.

12. DISCLOSURE OF INTERESTED PARTIES: Engineer will comply with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas Ethics Commission Rules by preparing a Texas Form 1295, “Certificate of Interested Parties” and submitting the signed and notarized form to Authority at the time Engineer submits the signed contract to Authority.

13. ASSIGNMENT: Neither Authority nor Engineer will assign or transfer its interest in this Contract without the written consent of the other.

14. SUSPENSION OR TERMINATION: Authority may suspend or terminate this Contract for convenience with seven (7) days prior written notice to Engineer of such action. Upon termination of this Contract in accordance with this paragraph, Authority will have no further
obligation to the Engineer hereunder except to pay the Engineer unpaid fees and expenses which the Engineer can reasonably show to have been earned under this Contract. **Under no circumstances may Engineer claim or recover consequential damages from Authority.**

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

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

**15. DISPUTES:** Each Party agrees that any dispute between the Parties relating to this Contract will first be submitted in writing to a panel of two senior executives of the Authority and Engineer, who shall promptly meet and confer in an effort to resolve such dispute through good faith consultation and negotiation. Each Party’s executive shall be identified by notice to the other Party, and may be changed at any time thereafter also by notice to the other. Any decisions of the executives will be final and binding on the Parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either Party may then refer such dispute to mediation.

If the Parties refer to mediation any controversy or claim arising out of or relating to this Contract or the existence, validity, breach or termination thereof, whether during or after its term, they shall select a mutually acceptable mediator within forty-five (45) days thereafter. Neither Party shall unreasonably withhold consent to the selection of a mediator. The Parties shall share equally the costs of mediation. If the Parties agree, they may substitute other forms of alternative dispute resolution. Any mediation shall not extend beyond thirty (30) days after the appointment of the mediator, and should the Parties fail to resolve any dispute by mediation within such 30-day period, the Parties shall have all rights available at law or in equity.

**16. ATTORNEY’S FEES, DEFAULT:** In the event Engineer or Authority breach any of the terms of this Contract and the Party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting Party agrees to pay reasonable attorney’s fees and costs incurred by the prevailing Party.

**17. STAFFING:** Engineer will designate in writing to Authority its project representative, and the manner in which it will provide staff support for the project, which must be approved by Authority. Engineer must notify Authority’s Project Representative of any change in personnel assigned to perform work under this Contract, and the Authority’s Project Representative has the right to reject the person or persons assigned to fill the position or positions. The Authority’s
Project Representative shall also have the right to require the removal of the Engineer’s previously assigned personnel, including Engineer’s project representative, provided sufficient cause for such removal exists. The criteria for requesting removal of an individual will be based on, but not limited to, the following: technical incompetence, inability to meet the position’s qualifications, failure to perform, poor attendance, ethics violation, unsafe work habits, or damage to Authority or other property. Upon notice for removal, Engineer shall replace such personnel with personnel substantially equal in ability and qualifications for the positions and shall submit the proposed replacement personnel qualification and abilities to the Authority, in writing, for approval.

18. OWNERSHIP OF WORK PRODUCT: Studies, plans, reports, surveys, drawings, specifications, cost estimates, computations and other information (collectively “Work Product”) and documents prepared by the Engineer, subconsultants, and/or suppliers under this Contract will remain the Authority’s property upon completion. This provision does not apply to pre-existing proprietary information of Engineer, subconsultants, and/or suppliers.

19. CONFIDENTIAL INFORMATION: It is understood that information developed by or communicated to Engineer in the performance of this Contract, as well as any and all information in whatever form or medium supplied to Engineer in connection herewith which is not generally available to the public is proprietary to the Authority and constitutes confidential information of the Authority. Engineer will make no oral or written disclosure of such information to third parties either during or after the term of this Contract, except as approved in writing by the Authority’s Project Representative or as otherwise required by law. In the event the Engineer becomes aware that confidential information must be disclosed under a legal requirement, Engineer will notify Authority of the requirement and the affected information.

20. FORCE MAJEURE: Neither Party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is delayed by any cause beyond the reasonable control of the affected Party. In the event of such a delay, the time for performance for the affected Party shall be extended for a period equal to the time lost during the delay, or the Contract may be terminated in accordance with terms herein should such delay be sufficient that termination is in the best interest of the Authority.

21. SEVERABILITY and WAIVER: If any part of this Contract is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Contract, and this Contract shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Contract. Further, the failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions or options on any future occasion.

22. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The Parties agree that venue of all claims and lawsuits arising out of this Contract shall lie in Nueces County, Texas.
23. OPEN RECORDS: The Authority is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the Authority is required to disclose to the public (upon request) this Contract and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Engineer agrees that the disclosure of this Contract or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the Authority as required by the Texas Public Information Act or any other applicable law will not expose the Authority (or any party acting by, through or under the Authority) to any claim, liability or action by the Engineer.

24. NO ORGANIZATIONAL CONFLICT OF INTEREST: Engineer hereby certifies that it has no actual or potential Organizational Conflict of Interest. “Organizational Conflict of Interest” means that because of other activities or relationships with other persons or entities, the Engineer is unable or potentially unable to render impartial assistance or advice to Authority or the Engineer’s objectivity in performing the services under this Contract is or might otherwise be impaired. Engineer agrees to immediately notify Authority of any actual or potential Organizational Conflict of Interest that develops during the term of this Contract. Engineer agrees that Authority may terminate this Contract immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Contract.

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

26. HEADINGS: All Section headings or other titles used in this Contract are used solely for convenience and shall not affect or be used in connection with the interpretation or construction of this Contract.

27. ENTIRETY OF CONTRACT: This writing embodies the entire Contract and understanding between the Parties hereto, and there are no other contracts or understandings, oral or written, between them with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing and signed by both Parties hereto.

[Signature page follows this page]
IN WITNESS WHEREOF, this Contract is made effective as of the Effective Date.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: ________________________________
Name: John P. LaRue
Title: Executive Director
Date: ________________________________

“Authority”

BATH GROUP, INC.

By: ________________________________
Name: James E. Johnston, P.E.
Title: Business Principal
Date: 6-6-2017

“Engineer”
EXHIBIT A

SERVICES

The Engineer will perform the following services in accordance with the terms and conditions set forth in this Contract:

Scope of Work:

Provide engineering services for the purpose of upgrading electrical systems at Public Oil Docks 1, 2, 3, 4, 5, 7, 11 and 12 to remediate hazardous area classification compliance findings from 2017 Public Oil Dock Compliance Assessment Reports.

Phase 1: Project Scope Development

- Separate the hazardous area classification compliance findings associated with PCCA owned electrical systems from those compliance findings associated with tenant owned electrical systems using the individual 2017 Public Oil Dock Compliance Assessment Reports.
- Develop a Hazardous Area Classification Compliance Remediation Plan for PCCA owned electrical systems at Public Oil Docks 1, 2, 3, 4, 5, 7, 11, and 12. This Remediation Plan will provide a final list of compliance assessment findings with proposed modifications and upgrades needed for compliance which will set the Project Scope for Phase 2.
- The Remediation Plan is to be accepted by PCCA in writing prior to proceeding with Phase 2.

Phase 2: Engineering Design Services

- Provide detailed professional engineering design services for the PCCA owned electrical systems compliance findings remediation at Public Oil Dock 1, 2, 3, 4, 5, 7, 11, and 12 as described in the Hazardous Area Classification Compliance Remediation Plan from Phase 1.
- These design services include:
  - Development of the following:
    - Site plans
    - Electrical plans
    - Electrical installation details
    - Technical specifications
    - Construction cost estimates
    - Construction bidding support – assist with developing bid documents, pre-bid conference, and any contract addendums
Preparation of one (1) single design package containing all Issued for Construction (IFC) documents

- Provide a 30, 60, and 90% submittal review
- Final design documents once approved in writing by PCCA, will be sealed by a Registered Professional Engineer licensed to practice in the State of Texas.

**Deliverables:**

**Phase 1 Deliverables**

- Hazardous Area Classification Compliance Remediation Plan listing only PCCA owned electrical equipment, associated findings, and proposed remediation necessary for compliance.
- Individual Public Oil Dock Hazardous Area Classification Compliance Assessment Reports documenting compliance findings for tenant owned electrical equipment only.
- Final reports will be sealed by a Registered Professional Engineer licensed to practice in the State of Texas.
- Phase 1 project deliverables must be completed and approved by PCCA prior to the commencement of Phase 2. Submit one completed hard copy package to PCCA in addition to PDF and native file formats.

**Phase 2 Deliverables**

- Detailed engineering design plans for upgrades and modifications to PCCA owned electrical systems necessary for compliance at Public Oil Docks 1, 2, 3, 4, 5, 7, 11, and 12 to include:
  - Site plans
  - Electrical plans
  - Electrical installation details
  - Technical specifications
  - Construction cost estimates
  - Construction bid documents
- A 30, 60, and 90% submittal review package submitted to PCCA in PDF electronic format.
- One (1) single design package containing one hard copy of all sealed and signed Issued for Construction (IFC) documents, in addition to PDF and native file formats.

**Schedule:**

Engineer will commence work on Phase 1 of this project within two weeks from the PCCA official Notice to Proceed.

- Phase 1 work will be completed within 8 to 12 weeks from Notice to Proceed
• Phase 1 project deliverables must be completed and approved by PCCA in writing prior to the commencement of Phase 2

• Engineer will commence work on Phase 2 within 2 weeks after the PCCA has approved in writing the Phase 1 deliverables

• Phase 2 project deliverables will be completed and submitted within 24 weeks of approval in writing by PCCA of Phase 1 deliverables
EXHIBIT B

FEE SCHEDULE

The Engineer will perform the Services described in Exhibit A in accordance with the terms and conditions of this Contract on an hourly fee basis; provided, however, that the total fee for services rendered under this Agreement will not to exceed $154,887.00, without Authority’s written approval. Services provided by Engineer will be billed at the hourly rates specified in Exhibit B. These fees will cover all of Engineer’s overhead costs, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges.

The Authority agrees to reimburse the Engineer for certain authorized and approved travel expenses incurred by the Engineer during the Term and directly resulting from the Engineer’s performance of the Services under this Contract. Reimbursement for lodging and meals may not exceed the maximum allowable per diem rates for domestic or foreign travel as set by the U.S. Department of Defense, Defense Travel Management Office. Lodging and meal per diem rates for specific locations (foreign and domestic) may be found at: [http://www.defensetravel.dod.mil/site/perdiemCalc.cfm](http://www.defensetravel.dod.mil/site/perdiemCalc.cfm). Authority will also reimburse the Engineer for document production costs and other direct costs (collectively, “Direct Costs”) incurred by the Engineer in performing the Services. The Engineer shall submit proper documentation of any such approved travel expenses and Direct Costs to Authority from time to time, and such costs and expenses shall be billed to Authority at Engineer’s actual cost.

Not later than the twentieth (20th) day of each calendar month, Engineer shall submit to Authority detailed invoices for all services performed and Direct Costs incurred, if any, pursuant to this Agreement during the prior calendar month. The invoices shall describe in detail the Services performed during the prior month and shall list the days and hours worked, the hourly rates charged, pre-approved Direct Costs, milestone achievements, tasks performed or completed, and the Services performed during each day of the prior month. Authority shall review the invoices and notify Engineer in writing (including email) within twenty (20) days of any disputed amounts.

Should this Contract be terminated for any reason, the Engineer will be paid all fees earned up to the termination date and any approved direct expenses incurred.

The fees listed on Exhibit B will remain in effect throughout the duration of this contract.
Compensation:

Phase 1: PROJECT SCOPE DEVELOPMENT. Field work, develop detailed remediation plan, reconfigure compliance assessment report, review record drawings, and Q&A.

PHASE 1 TOTAL $58,757.00

Phase 2: ENGINEERING DESIGN SERVICES. Develop detailed design to remediate electrical systems at the following oil docks.

Oil Docks No. 1, 2, 5, and 12 $25,383.00
Oil Docks No. 3, 4, 7, and 11 $70,747.00

PHASE 2 TOTAL $96,130.00

Total Project Compensation $154,887.00

Note: For the purpose of this estimate development the following were considered as PCCA owned electrical equipment:

All equipment affixed to the exterior of the dock houses
All equipment affixed to the interior of the dock houses
All area lighting fixtures
Any sanitary or process sewer sump systems

Any modifications to this criteria could impact the above cost totals for the Phase 2 estimate.
## LABOR RATE SCHEDULE FOR PROCESS SAFETY MANAGEMENT ENGINEERING SERVICES

*** PROJECT ENGINEERING - OFFICE STAFF - IN-HOUSE FACILITIES ***

<table>
<thead>
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<th>Classification</th>
<th>M.H. Rate</th>
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<td>Process Safety Engineer, P.E.</td>
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<td>Senior Process Engineer.</td>
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<td>Engineer III</td>
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<tr>
<td>Senior Designer</td>
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<td>Engineer Assistant / Draftsman</td>
<td>$ 95.00</td>
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<td>Clerical</td>
<td>$ 85.00</td>
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</table>

Effective Date: January 2017
**XHIBIT C**

**INSURANCE**

Without limiting the indemnity obligations or liabilities of Engineer or its insurers, provided herein, Engineer agrees to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum amounts as follows:

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>LIMITS OF LIABILITY</th>
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<tbody>
<tr>
<td>A. Workers’ Compensation</td>
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<td>B. Employer's Liability</td>
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<tr>
<td>C. Commercial General Liability</td>
<td>$1,000,000 per Occurrence $2,000,000 Aggregate</td>
</tr>
</tbody>
</table>

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

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

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

E. Professional Liability $2,000,000

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

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

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

Each policy, except Professional Liability, must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, its Port Commissioners, officers and employees (“Authority Parties”). Additionally, the Authority Parties shall be designated as an Additional Insured either by a blanket additional insured or a specific endorsement on all policies, except for Worker’s Compensation, Employer’s Liability, and
Professional Liability. In the event that the work of Engineer’s employees fall within the purview of the United States Longshoremen’s and Harbor Workers’ Compensation Act, the Jones Act or the Federal Employer’s Liability Act, Engineer shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts.

Each policy, except Workers’ Compensation and Professional Liability, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insureds with respect to claims arising under this Contract.

The insurance required as listed above, shall apply to any contractor or subcontractor performing for or on behalf of Engineer, and Engineer shall ensure that any such subcontractor is aware of and is in compliance with the insurance requirements during any period such contractor is performing work under this Contract.

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

Engineer’s liability shall not be limited to the specified amounts of insurance required herein.
DATE: June 20, 2017

TO: Port Commission

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

SUMMARY: Staff recommends the award of a construction contract to Garrett Construction Company for the Nueces Bay Shoreline Revetment project. On May 18, 2017, we received six responses to our Notice to Bidders (see attached Bid Tabulation). Garrett Construction Company submitted the lowest and best bid at $193,100.

BACKGROUND: In late 2016, significant storm damage was noted along Nueces Bay Shoreline adjacent to the bike path that was constructed as a part of the Nueces River Rail Yard – Phase I project. Significant undermining of embankment as well as damage to the bike path pavement forced closure of the bike path to the public, due to safety concerns. PCCA engineering staff developed plans and technical specifications to restore and stabilize the impaired shoreline where the bike path was damaged and provide additional shoreline armoring, within the limits of the U.S. Army Corps of Engineers general permit, to protect this reach of shoreline from future storm events. This same method of shore protection construction has been used along other areas of the Nueces Bay shoreline and has proven effective.

The storm damage prompted PCCA engineering staff to inspect all shoreline areas of PCCA property along the Nueces Bay to assess future needs. Degrees of damage were categorized into high, moderate, and low risk areas. The only area of high risk identified in the survey was within the 500 linear feet reach of shoreline and the subject of the repairs for this agenda item. Repairs are currently planned and being permitted for the areas along the shoreline that were deemed to be of moderate risk.

PCCA staff budgeted $100,000 in 2017 for construction of this project, and the low bid was $193,100. The original budget assumed there would be sufficient PCCA owned and stockpiled concrete rubble and riprap available from the PCCA’s storage yard that could be utilized and incorporated into the project. However, due to the increased needs of another PCCA projects requiring shoreline projection, there was shortfall of riprap available for the Nueces Bay project; therefore, Bidders were required to price the project.
with providing additional materials from outside sources, which resulted in the higher than budgeted bids.

**ALTERNATIVES:** Other options were considered for addressing the damaged area including creation of a larger project to protect more areas of the shoreline. This alternative would require additional time to perform the necessary permitting for a larger project. The delay would likely result in increased damage to the shoreline within the high risk area including the bike path, which would likely increase the cost of the project.

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

**EMERGENCY:** No; however, the damage to the shoreline and bike path caused the closure of the area due to potential risk to the public.

**FINANCIAL IMPACT:** This project was included in the 2017 Engineering Department workload budget at a project cost of $100,000. The budget was exceeded by approximately $90,000.

**STAFF RECOMMENDATION:** Staff recommends award of a contract to Garrett Construction Company in the amount of $193,100 for the Base Bid. Garrett Construction Company has successfully completed many construction projects for the PCCA. Staff further recommends that the Director of Engineering Services be granted a 10% contingency in accordance with the PCCA’s standard contingency guidelines for marine and rehabilitation projects.

**DEPARTMENTAL CLEARANCES:**

<table>
<thead>
<tr>
<th>Originating Department</th>
<th>Reviewed &amp; Approved</th>
</tr>
</thead>
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<tr>
<td>Engineering Services</td>
<td>David Krams</td>
</tr>
<tr>
<td></td>
<td>Dave Michaelsen</td>
</tr>
<tr>
<td></td>
<td>Eileen Mink</td>
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<td>John LaRue</td>
</tr>
<tr>
<td></td>
<td>Sean Strawbridge</td>
</tr>
<tr>
<td></td>
<td>Dennis DeVries</td>
</tr>
</tbody>
</table>

**LIST OF SUPPORTING DOCUMENTS:**

Bid Tabulation
Map Exhibit
16-015H – Nueces Bay Shoreline Revetment

Project Location
BID TABULATION FOR  
NUECES BAY SHORELINE REVETMENT  
PROJECT NO. 16-015H  
Bid Opening: May 18, 2017 at 3:00 PM

<table>
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<th>Company Name</th>
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<td>5%</td>
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<tr>
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<td>Gourley Contracting</td>
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Project to be completed within 120 calendar days of the date of said Notice to Proceed.

A BASE BID: Scope of work includes reshaping 450 LF of an existing shoreline with additional fill to stabilize embankment. Includes shaping and excavation of existing bank, furnish and placement of geotextile fabric, fill, compaction, and placement of 2"-6" bedding stone, and 6"-18" armor riprap. Project also includes 200 SF of repairs to damaged asphalt pavement bike path. This is a lump sum contract.

Read By: Lynn Angerstein
Tabulated By: Eileen Mink
Checked & Prepared By: Lucy Bet
Date:
SUMMARY: Staff recommends approval of an amendment to the Professional Services Contract with Hanson Professional Services, Inc. (formerly Naismith Engineering, Inc.), in the amount of $32,370 (for a total of $84,130) to add repairs to Harbor Drive within the Southside Storage Yard to the Roadways and Parking Lot Repairs project.

BACKGROUND: The original Professional Services Contract, approved by the Commission in 2016, was in the amount not to exceed $51,760.00. The original scope provided for design and engineering services to repair areas at the entrance and parking area of Oil Dock 1 and much of Avery Point Road and security entrance serving Oil Dock 3, 4, 7 & 11. During the course of design work, damage along Harbor drive at the South Side Storage Yard and at the rail crossing from Cargo Dock 8 to the South Yard were identified. High volumes of crane and wind energy component movements may be contributing to accelerated deterioration of these areas. Moderate damage in this area was repaired recently and staff proposes a more detailed investigation and design of this area to better accommodate the heavy traffic and load demands, and to reduce future maintenance and repair costs.

As this work is similar in nature to the design work underway by Hanson, amending the current contract will provide for cost and schedule efficiencies. The design work will include collecting targeted geotechnical and survey data in the damaged area, evaluation of load and traffic demands and designing new pavement sections and a rail crossing to accommodate current and anticipated cargo traffic.

ALTERNATIVES: Staff could prepare a new project to perform this new scope of work, but adding to an existing project of similar scope would be more efficient both in cost and time of completion.

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

**EMERGENCY:** No.

**FINANCIAL IMPACT:** Roadways and Parking Lot Repair is typically a recurring annual project and was included this year in the Engineering Department Workload under the General Maintenance of Property and Buildings for which $1,000,000 was budgeted this year.

**STAFF RECOMMENDATION:** Staff recommends approval of an amendment to the Professional Services Contract with Hanson Professional Services, Inc. (formerly Naismith Engineering, Inc.) in the amount of $32,370 (for a total of $84,130) for engineering services associated with the Roadway and Parking Lot Repairs project to add repairs to Harbor Drive within the Southside Storage Yard.

**DEPARTMENTAL CLEARANCES:**

<table>
<thead>
<tr>
<th>Originating Department</th>
<th>Engineering Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reviewed &amp; Approved</td>
<td>David Krams</td>
</tr>
<tr>
<td></td>
<td>Dave Michaelsen</td>
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<td>Eileen Mink</td>
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<td></td>
<td>Sean Strawbridge</td>
</tr>
<tr>
<td></td>
<td>Dennis DeVries</td>
</tr>
</tbody>
</table>

**LIST OF SUPPORTING DOCUMENTS:**

Map Exhibit
Amendment to Professional Services Contract
Roadways & Parking Lots 2016 Amendment

PROJECT LOCATION

TYPICAL CONDITIONS
AMENDMENT #1

TO

PROFESSIONAL ENGINEERING SERVICES CONTRACT
FOR NAISMITH ENGINEERING, INC.

PROJECT NAME: ROADWAY & PARKING LOT REPAIRS (2016)
PROJECT NO. 16-018A

This Amendment No. 1 to Professional Engineering Services Contract for Naismith Engineering, Inc. (the “Amendment”) is made effective as of June 20, 2017 (“Amendment Date”) by and between the Port of Corpus Christi Authority of Nueces County, Texas, a navigation district operating under Article XVI, Section 59 of the Texas Constitution (“Authority”), and Naismith Engineering, Inc. (now Naismith/Hanson Engineering, Inc). (“Engineer”). Authority and Engineer are sometimes individually referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, Authority and Engineer entered into a Professional Engineering Services Contract dated June 21, 2016, in connection with the Authority’s Roadway & Repairs (2016) Project No. 16-018A (the “Agreement”); and

WHEREAS, capitalized terms in this Amendment shall have the meanings given to them in the Agreement, except as provided herein; and

WHEREAS, the Authority and Engineer have agreed (i) to expand the Services to be provided under the Agreement, (ii) to increase the compensation payable to Engineer under the Agreement, and (iii) to extend the Deadline for performing the Services;

NOW, THEREFORE, for a good and valuable consideration, the Parties hereby agree as follows:

A. Attachment A and Attachment B of the Agreement shall be deleted and replaced with Attachment A and Attachment B to this Amendment.

B. Section 3 of the Agreement is amended to complete the Services on or before March 31, 2018 (the “Deadline”).

C. Section 8 of the Agreement is amended to read as follows.

8. COMPENSATION: The compensation to be paid Engineer for providing the Services shall be the compensation described in Attachment B hereto, which is incorporated herein by reference; provided, however, the total paid to Engineer for the Services shall not exceed Eighty Four Thousand One Hundred Thirty Dollars ($84,130.00). Engineer will obtain the approval of Authority’s Project Representative relative to incurring travel and other expenses before incurring such costs.
D. This Amendment shall be binding on the successors and assigns of the Parties.

E. Except as specifically amended hereby, all terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control.

F. This Amendment maybe executed in multiple counterparts, each of which will be considered to be an original. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. The Parties may provide signatures to this Amendment by facsimile or Adobe “.pdf” file and such facsimile or Adobe “.pdf” file signatures shall be deemed to be the same as original signatures.

In Witness Whereof, the Parties have caused this Amendment to be executed by their duly authorized representatives effective for all purposes as of the ____ day of June, 2017.

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

By: ____________________________
    John P. LaRue
    Executive Director
    Date: ____________________________

NAISMITH/HANSON ENGINEERING, INC.

By: ____________________________
    Wildredo Rivera, Jr., P.E.
    Assistant Vice President
    Date: ____________________________
ATTACHMENT A

SCOPE OF SERVICES

OVERVIEW

Roadway & Parking Lot Paving and Repairs (2016) (16-018A)

1. Roadway and parking lot repairs will be performed at various locations around the PCCA and may include, but are not necessarily limited to:

   - Oil Dock No.1 Parking Lot
   - Avery Point Road West from Oil Dock 11 bridge to Security Guard Station
   - Avery Point Road East to Oil Docks 3 & 4
   - South Side Yard areas (added in Amendment #1)
     - Road Spot Repair on Harbor Drive
     - Rail Crossing Pavement Repair along Harbor Drive

2. Work will include coordinating with PCCA Engineering Services Staff to identify the location and extend of repairs and improvements, developing preliminary and final designs, and preparing bid and construction documents. See attached location map.

TASKS

Design Phase:

1. Prepare drawings and technical specifications in PCCA standard format for the work identified.

2. Prepare Traffic Control and Construction Sequencing Plans (TCP). The TCP will include construction sequencing, typical cross section and construction phasing plan sheets, warning and barricades, as well as standards sheets for barricades, traffic control plan, work zone pavement markings and signage.

3. Provide Storm Water Pollution Prevention Plan, including construction drawings.

4. Provide one (1) set of the interim (60%) plans, specifications and specification table of contents (half-size electronic copies using PCCA Standards as applicable) for preliminary review.

5. Assimilate all interim review comments from PCCA Engineering Services Staff, provide one (1) set of the final (100%) plans and technical specifications (unsealed and unstamped - half-size electronic copies using PCCA Standards as applicable) for final review.

Assimilate all final review comments upon approval by the PCCA Engineering Staff, provide two (2) sets of the final plans and technical specifications (electronic and half-size electronic copies using PCCA Standards as applicable) suitable for reproduction and meeting the requirements of the PCCA Project Manual.
Bidding Phase:

1. Assist the PCCA with addendum, as required.

Topographic Survey:

1. Research horizontal (NAD 83) and vertical (NA VD 88) controls.

2. Pre-plan control survey.

3. Set control points in the field. Control points shall be set in well protected locations which can be easily located by the contractor during construction.

4. Establish vertical control points (bench marks) and perform level loops.

5. Establish horizontal control on control points by GPS.

6. Perform topographic survey within project limits (PCCA will provide base map if required).

7. Download raw survey field data, copy field notes, reduce data and check results.

8. Set baseline control points for construction.

Geotechnical Report:

1. The field exploration shall consist of drilling soil borings at each project site to obtain samples of existing pavement sections.

2. Pavement recommendations shall consist of two basic sections (flexible pavement section with and without geogrid, and a heavy duty concrete pavement option at the rail crossing); (PCCA will provide existing geotechnical reports for comparison).

SCHEDULE

Schedule from Notice to Proceed

60% Submittal 120 days from NTP  *(Amended in Amendment #1)*

100% Submittal 180 days from NTP  *(Amended in Amendment #1)*
ATTACHMENT B

FEE SCHEDULE

The Engineer will perform Tasks 1 through 4 on a time and materials basis for a total not-to-exceed sum amount of $84,130.00.

ORIGINAL CONTRACT

Task1: Proposed Engineering Fees – Oil Dock No.1 Parking Lot

A. Design Phase $8,500.00
B. Bidding Phase $750.00
C. Topographic Survey $1,400.00
D. Geotechnical Report $1,320.00

Task 1 Total Fees $11,970.00 (NTE)

Task2: Proposed Engineering Fees – Avery Point Road & Cantwell Lane

A. Design Phase $32,900.00
B. Bidding Phase $750.00
C. Topographic Survey $3,500.00
D. Geotechnical Report $2,640.00

Task 2 Total Fees $39,790.00 (NTE)

TOTAL ORIGINAL CONTRACT $51,760.00 (NTE)

ADDED IN AMENDMENT #1

Task3: Proposed Engineering Fees – South Side Yard Road Spot Repair

A. Design Phase $14,190.00
B. Bidding Phase $200.00
C. Topographic Survey $1,880.00
D. Geotechnical Report $1,500.00

Task 3 Total Fees $17,770.00

Task4: Proposed Engineering Fees – South Side Rail Crossing Pavement Repair

A. Design Phase $11,020.00 (NTE)
B. Bidding Phase $200.00
C. Topographic Survey $1,880.00
D. Geotechnical Report $1,500.00

Task 4 Total Fees $14,600.00

TOTAL AMENDMENT #1 $32,370.00 (NTE)

TOTAL AMENDED CONTRACT AMOUNT $84,130.00 (NTE)
# Rate Schedule

## Custom Rate Schedule

NEI 272

### Principal

- $255.00

### Engineer/Architect/Scientist Positions:

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<th>Position</th>
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<td>Survey Truck including expendable supplies, and total station or GPS (per day)</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

1. The above rates cover straight time only. Overtime directed by the client will be surcharged by 25 percent.
2. Charges for outside consultants, contractors and equipment rental will be at invoice cost plus 10 percent.
3. Mileage charges for automobile = IRS-approved rate per mile. Mileage charges for mobile lab or truck = IRS-approved rate plus 15 cents per mile.
4. Services will be billed every four weeks and at the completion of the project. There will be an additional charge of 1 1/2 percent per billing period compounded each billing period on amounts outstanding more than 28 days.
5. Rates are subject to change and may be superseded by a new schedule on or about January 31, 2018.

16 Rev. 0 (NEI 272)
Ratify TXDOT HSIP grant application for Safety Improvements along Joe Fulton International Trade Corridor.

SUMMARY: Staff requests authorization to apply for the Highway Safety Improvement Program (HSIP) through the Texas Department of Transportation (TXDOT) to potentially fund 90% of planned safety improvements along the Joe Fulton International Trade Corridor (JFITC).

BACKGROUND: The need for safety improvements along the JFITC has been documented through traffic accident data and incident reports along the corridor. To promote driver awareness and safer driving conditions along the JFITC, the PCCA has planned and budgeted to make improvements in the 2017 budget year as part of the General Maintenance of Property and Buildings Program. The opportunity to apply for the Texas Department of Transportation would potentially allow PCCA to complete these traffic improvements, which include additional and enlarged signage along curve roadway sections, improved advance warning and speed limit signage with flashing beacons as appropriate, pavement markings, and new rumble strips, at a fraction of the planned costs.

ALTERNATIVES: Complete the safety improvements with PCCA funding and no potential grant funding. The projected costs associated with construction of the identified improvements exceed the current project budget, and would likely require additional funding in subsequent budget years.

CONFORMITY TO PORT POLICY: Conforms to Strategic Objective 1A (Fund Our Vision), Action Item 1b-g Seek alternative funding sources to finance capital needs.

EMERGENCY: No

FINANCIAL IMPACT: The 2017 budget included $150,000 for safety improvements along JFITC. The grant would leverage the existing project budget and allow PCCA to make the planned improvements with additions for $28,386.33 or 10% of the projected costs, estimated at $283,863.34.
STAFF RECOMMENDATION: Staff recommends authority to apply for the HSIP grant.

DEPARTMENTAL CLEARANCES:

Originating Department: Accounting

Reviewed: Leslie Ruta
Natasha Fudge

Senior Staff: John LaRue
Sean Strawbridge
Dennis DeVries

LIST OF SUPPORTING DOCUMENTS:

Application with equipment list for HSIP grant.
### Segment

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### Intersection

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### Estimate

| Bid Items (not including 500 & 502) | $230,783.20 |
| Attach Detailed Estimate | |
| ROW (if required) | $ |
| Mobilization and Barricades (≥ 8%) | $18,462.66 |
| Safety (2-5%) | $11,539.16 |
| Inflation (≥ 10%) | $23,078.32 |
| Total | $ 283,863.34 |

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This information is collected for the purpose of evaluating and enhancing the safety of highways. The review form is not subject to discovery nor admissible as evidence in a case to recover damages arising out of the underlying accident. Do not release this information to the general public, in litigation, or under the Public Information Act without first obtaining the advice of legal counsel.
# Curve Safety Lighting/ Flashers/ Rumble Strip

**Maldonado-Burkett Intelligent Transportation Systems, LLP**

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<th>Price</th>
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<tr>
<td>533-6001</td>
<td>RUMBLE STRIPS (SHOULDER)</td>
<td>LF</td>
<td>118800</td>
<td>$0.15</td>
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<td>533-6002</td>
<td>RUMBLE STRIPS (CENTERLINE)</td>
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<td>59400</td>
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<td>644-6004</td>
<td>IN SM RD SN SUP&amp;AM TY10BWG(1)SA(T)</td>
<td>EA</td>
<td>86</td>
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<td>666-2142</td>
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<td>1500</td>
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<td>$375.00</td>
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<td>666-2145</td>
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<td>672-6009</td>
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<td>EA</td>
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<tr>
<td>XXX-XXXX</td>
<td>SOLAR POWERED LED ROADSIDE FLASHER</td>
<td>EA</td>
<td>30</td>
<td>$2,500.00</td>
<td>$75,000.00</td>
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</table>

Mobilization and Barricades (≥ 8%)
- Safety (2-5%)
- Inflation (≥ 10%)

**Grand Total** $283,863.34
DATE: June 20, 2017
TO: Port Commission
FROM: John LaRue, Executive Director
      john@pocca.com
      361.816.3604

EXECUTIVE DIRECTOR’S REPORT

SAFETY

OH&S Management System
EnSafe has completed the Gap Assessment and Hazard Survey tasks associated with their contract. Although significant progress in PCCA’s Safety Program is evident, as part of PCCA’s Strategic Plan Initiative #6 Fostering a Safe and Healthy Workplace and consistent with our objective to continually improve, both the Gap Assessment and Hazard Survey were evaluated against applicable elements of the new ISO 45001 standard. The results of these two completed tasks have been submitted via a memorandum to Executive Staff June 1, 2017.

Professional Development
The Safety Manager, Coordinator and two Safety Interns all supported and participated in the annual 2-day Coastal Bend Emergency Management Association Hurricane Conference. A lot of great information, ideas and reminders were taken from the sessions everyone attended.

SafetyMirror
The final SafetyMirror Workshop for the remainder of Port staff was completed April 19th and one-on-one coaching sessions are finished. The program enables employees to make better choices in potential exposure situations. Further plans are to incorporate SafetDNA into developing OH&S Safety Programs.
**Safety Webinar on EHS Today**
The Safety Manager along with Select International’s Director of Safety Solutions, Esteban Tristan, presented *Making Safety Personal at the Port of Corpus Christi – A Case Study* webinar June 1, 2017. There were 358 registrants and approximately 48% actively engaged participants so the response was very positive.

**Guest Speaker**
The Safety Manager and Safety Coordinator, with assistance from the Risk Coordinator, participated as guest speakers for Career Day at Yeager Elementary. Age-appropriate Safety and Risk material was presented to more than 365 students.

**Additional Safety Statistics**

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Recordable Injury Rate</th>
<th>Lost Time Case</th>
<th>Days Away Restricted Time</th>
<th>Severity Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>4.18</td>
<td>2.08</td>
<td>2.61</td>
<td>43.25</td>
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<tr>
<td>2016</td>
<td>2.03</td>
<td>0.5</td>
<td>1.01</td>
<td>1.25</td>
</tr>
</tbody>
</table>

**Texas Mutual Insurance Company**
Senior Safety Consultant Bill Luther, who works with our insurance carrier, Texas Mutual called to speak with the Safety Manager. The purpose was to check in to see how things were going as well as update their records on the business and operations since their last visit and to offer support, where possible for our operations in relation to employee safety. The response was positive and his letter is attached below for your convenience.
May 17, 2017

Angela Leyva, Safety Manager
Port Corpus Christi
P. O. Box 1541
Corpus Christi, Texas 78403

Email Address: angela@pocca.com
Policy Number: 0001317198

Dear Angela,

This letter confirms my phone call with you on May 16, 2017. Thank you for taking time out for my call as well as placing your trust in Texas Mutual Insurance Company.

The reason for call was to check in with you to see how things are going as well as to update our records on the business and operations since my last visit and to offer support, where possible, for your operations in relation to employee safety.

Based on our conversation, there have been no significant changes since our last visit back in April 2017. The activities performed remain satisfactory. The workplace exposures are being recognized and there is control in place to help prevent/reduce accidents.

There are written procedures for safety and health. There are processes in place such as new employee orientation, safety talks/meetings, training, and facility and equipment audits. Overall, workplace exposures are recognized and addressed via these types of controls.

Don’t forget about the “e-Learning”. It will help train employees, verify completion and maintain records. The e-Learning tool offers approximately 200 modern, high-quality video courses on workplace safety, which will continue to grow. Each video is accompanied by a quiz at the end, and periodic check-ups throughout to help employees learn. You will be able to see the employee’s score after the quiz has been completed. You can also assign courses, post reminder messages for employees and check completion statuses. e-Learning offers free record-keeping for all courses completed through the tool for as long as you’re a Texas Mutual policyholder. This can assist with fulfilling OSHA reporting requirements as well as maintaining your company’s own training records. Log in to texasmutual.com, click the Safety Resources tab, and take the e-Learning tour to get started.

Reminders

Tool Box Talks - Once a month, we'll send a new Toolbox Talk to your inbox. Each one-page Toolbox talk includes a short safety message and discussion questions on the front. The backside is a poster you can display to keep the message alive during the workday. Send an email to safety@texasmutual.com with "Toolbox Talks" in the subject line. In the body of the email, provide the company name, policy number, person to receive the monthly topic, person's email address and then indicate your choice of general industry, construction or both.

Safety Services Call Center - If you have questions about workplace safety, call our safety services support center at 844-WORKSAFE (967-5723) or email at safety@texasmutual.com. It operates between 8 A.M. and 5 P.M. The safety services support center representatives stand ready to help you keep your employees injury-free and on the job.

Online Safety Resource Center - Take a look at our online Safety Resource Center. You can preview and watch nearly 200 streaming online safety videos, most of which have power-point backups, handouts and quizzes. You can also get DVDs, toolbox-talks, handouts, sample programs, pamphlets, and other safety training materials. In addition to all that, you can also look over and analyze current and past claims, perform an online program assessment and find out how much accidents really cost you. www.texasmutual.com/employers/rmo.shtml

Accident Trends

The injury loss data was reviewed. As we discussed earlier, this is the first year with Texas Mutual. As such, there have been only 4 losses reported since inception of the workers' compensation policy on 1/1/2017. These have all been minor medical events, which are closed. Since my visit in April, there have been no reported losses. Great job!

As to negative loss trends, we try to look at the current and previous three policy periods. In this case, it remains difficult as the prior years were with another carrier and there is minimal descriptive information. As for your current losses, there have been 2 strains incurring $1109, 1 burn incurring $512 and one misc. cause incurring $0.00 for a total incurred cost of $1,621.00.

With overall losses, frequency and severity has reduced over the last three years. Please continue the training, safety meetings, and JSAs to help heighten and maintain the safety awareness.

Suggestions & Recommendations

As a result of our discussion, hazard survey and loss analysis, claims management, as well as your loss prevention efforts, no recommendations are being offered at this time. You are actively implementing controls to address hazard exposures. I appreciate your commitment to continue these.
<table>
<thead>
<tr>
<th>Safety</th>
<th>POCCA Employees</th>
<th>BMD Personnel</th>
<th>Maintenance Personnel</th>
<th>PD Personnel</th>
<th>Admin. &amp; Annex Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Month</td>
<td>YTD</td>
<td>Month</td>
<td>YTD</td>
<td>Month</td>
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<td>Number of Employees</td>
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<td>212</td>
<td>21</td>
<td>21</td>
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<td>Recordable Injuries</td>
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<td>Recordable Illnesses</td>
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<td>Number of Days Lost</td>
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<td>Restricted Cases</td>
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<tr>
<td>Number of Days Restricted</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td>0</td>
<td>1</td>
<td>0</td>
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<td>INCIDENT RATE (YTD)</td>
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<td>11.51</td>
<td>6.75</td>
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### Types of Injuries

<table>
<thead>
<tr>
<th>Types of Injuries</th>
<th>POCCA</th>
<th>BMD</th>
<th>Maintenance</th>
<th>PD</th>
<th>Admin. &amp; Annex</th>
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<tbody>
<tr>
<td>Slips/Trips/Falls</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Struck By</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Strains/Sprains</td>
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<td>2</td>
<td>0</td>
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<td>0</td>
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<td>Cuts/Lacerations/Punctures</td>
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<td>Back Injuries</td>
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<td>Heat Stress</td>
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<td>3</td>
<td>1</td>
<td>1</td>
<td>2</td>
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<td>TOTAL</td>
<td>1</td>
<td>9</td>
<td>1</td>
<td>1</td>
<td>5</td>
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</table>

### Days Since Last Lost Time Case

- 127

### Hours Since Last Lost Time Case

- 1,016

### Days Since Last Recordable Injury/Illness

- 65

### Hours Since Last Recordable Injury/Illness

- 520

### Date of Last Lost Time Case

- Wednesday, January 25, 2017

### Date of Last Recordable

- Tuesday, March 28, 2017

### 12 Month Rolling Average

- Total Recordable Incident Rate (TRIR): 2.01
Incident Report for the Month of April

Incident 1
An employee stepped onto the concrete median to conduct access control. The employee lost footing while attempting to get to the post and scraped both knees, palms, left shin and right elbow. Employee then immediately reported the incident to their supervisor.

Injury Prevention
- Aware of surroundings
- Job Safety Analysis

Incident 2
An employee was traveling south, crossing the intersection at Tancahua and Leopard. The employee was struck broad side by another vehicle failed to stop at a red light. The impact caused the employee to strike the watch guard video system with the top of their head. Employee then immediately reported the incident to their supervisor.

Injury Prevention
- Personal Protective Equipment
- Awareness of surroundings
- Anticipate intersections

Safety Suggestions
- Place surveillance cameras in stairwells.  
  Status: Researching
- Have the Port offer a Self-Defense class  
  Status: Researching
- Make stickers for fleet vehicles to remind about safety rules  
  Status: In Process
- Install spotlights for working in the Maint. Dept.  
  Status: In Process
- Maint. Install notification lights to alert drivers of crosswalk  
  Status: In Process
- Storm water drain at Maintenance is galvanized, suggest Stainless Steel. Also needs a ladder to access Storm Water Filter System  
  Status: Researching
- Car lift needs an alarm when raising/lowering so employees can hear beeps  
  Status: In Process
- Need better lighting on Eastside of garage door areas—suggest LED Directional lighting on both sides of garage  
  Status: In Process

2016 & 2017 Comparison Chart

<table>
<thead>
<tr>
<th>Year</th>
<th>First Aid</th>
<th>Recordables</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>2017</td>
<td>19</td>
<td>2</td>
</tr>
</tbody>
</table>

April Port TRIR: 2.52
2017 Injuries:
- Slips/Trips/Falls = 2
- Struck By = 0
- Strain/Sprain = 2
- Cuts/Lacerations = 2
- Other = 2
GOVERNMENT AFFAIRS

LOCAL

- Attended United Corpus Christi Chamber Government Affairs committee meeting.
- Attended PICC Public Affairs/Government Affairs committee meeting.
- Hosted Ingleside Chamber of Commerce, City of Ingleside staff, San Patricio County Commissioners to port for briefing and port tour.
- Attended meeting with TAMUCC interim President to discuss funding needs.
- Attended Occidental/Port VLCC Anne vessel event.

STATE

- Government Affairs worked with our state legislators to successfully pass our three bills:
  SB 1133 by Hinojosa/HB 2591 by Herrero—Ad valorem tax legislation
  Signed by Governor on May 26, 2017 and is effective immediately.
  SB 1129 by Hinojosa/HB 2593 by Herrero—50 year franchise legislation
  Sent to Governor on May 28 and is pending action.
  SB 1131 by Hinojosa/HB 2592 by Herrero—County Clerk Office/Check register requirement
  Signed by Governor on June 1, 2017 and is effective immediately.

- Government Affairs worked with the Texas Ports Association and state legislators to successfully pass other bills of interest:
  SB 28 by Creighton—creates a revolving loan program for Texas ports. Signed by Governor on May 26, 2017 and is effective immediately.
  SB 1395 by Creighton—Texas Ports Association omnibus bill. Signed by Governor on June 1, 2017 and is effective immediately.
  SB 1-state budget for 2018-2019—includes $40 million grant program for infrastructure projects for Texas Ports.

- The Governor has called legislators back for a special session on July 18th. Government Affairs will continue to monitor issues affecting port.
- Attended Texas Ports Association reception for new USCE Lt General.
FEDERAL

- Congress passed a continuing resolution to fund the federal government through April 28, 2017. The President released his 2018 budget proposal that reflects significant decreases in port related programs. Government Affairs will be monitoring trade, tax reform, EPA, port security grant program, US Coast Guard funding, infrastructure package, WRDA and Harbor Maintenance Tax reform, etc.

- Held meetings with port industry stakeholders to gain support for our channel improvement project.
MEMORANDUM

To: Nelda Olivo
From: Hugo Berlanga
Re: May Report
Date: June 6, 2017

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:

The Port enjoyed a very successful session. All legislation supported by the Port of Corpus Christi passed the legislature and has been signed into law by the Governor or is awaiting the Governor’s signature.

The 85th Legislative session saw a small drop off in bills passed from previous sessions. The legislature passed a combined number of 1,211 bills compared to 1,323 in the 84th and 1,437 in the 83rd. The Governor has signed 286 bills and 28 bills have become law without the Governor’s signature.

The Governor has called a special session for July 18th adding 20 items to the call, which are:

- Sunset legislation
- Teacher pay increase of $1,000
- Administrative flexibility in teacher hiring and retention practices
- School finance reform commission
- School choice for special needs students
- Property tax reform
- Caps on state and local spending
- Preventing cities from regulating what property owners do with trees on private land
- Preventing local governments from changing rules mid-way through construction projects
- Speeding up local government permitting process
- Municipal annexation reform
- Texting while driving preemption
- Privacy
- Prohibition of taxpayer dollars to collect union dues
- Prohibition of taxpayer funding for abortion providers
• Pro-life insurance reform
• Strengthening abortion reporting requirements when health complications arise
• Strengthening patient protections relating to do-not-resuscitate orders
• Cracking down on mail-in ballot fraud
• Extending maternal mortality task force

The 85th Legislative session was defined by the clashing of the House and Senate and its leaders, Speaker Joe Straus and Lieutenant Governor Dan Patrick. The chambers clashed on everything from the budget, education, property tax, bathrooms and school finance versus school choice. From the beginning of the legislative session, the House expressed no interest in taking up legislation dealing with school vouchers or bathrooms, while the Senate made these issues two of their top priorities. Rep. Dan Huberty (R-Kingwood), Chair of the House Committee on Public Education, announced early on that any form of school vouchers were dead on arrival in the House. House Speaker Straus expressed a similar view on any bathroom legislation; however, towards the end of the session the House attempted a compromise by adding an amendment that would restrict bathroom options in schools. Some members of the House believed this would protect children in schools, appease the Senate and Texas Businesses who were opposed. Regarding school finance and vouchers, the Senate’s school voucher bill, SB 3, passed the Senate, but did not make it to the House floor for consideration. The House passed HB 21 hoping to fix the school finance system, but when the bill was debated in the Senate, the upper chamber attached their school voucher bill to the legislation, as well as, reducing the $1.5 billion intended for public schools to $530 million. The Senate’s amendment was not accepted in the House and was appointed to conference committee. The House appointed members to the conference committee to negotiate a compromise. At first the Senate refused to appoint members but eventually did appoint a conference committee. The conference committee never met and the bill died. The two chambers did find a compromise on the budget, which was the only legislation that is required to pass. The final version of the budget appropriates $216.8 billion for the 2018 – 2019 biennium. The House and Senate compromised by taking $990 million from the Rainy Day Fund and delay a $1.8 billion payment to the State Highway Fund until the next budget cycle.

The House and Senate did agree on sanctuary cities, voter identification, and child protective welfare legislation. Both sanctuary cities and voter identification bills faced heavy opposition from democrats in both the House and Senate, but both measures passed.

As anticipated Governor Abbott called the legislature back for a special session to specifically address sunset legislation. The Senate refused to pass the sunset catch all bill to force the special session, which would make it easier to pass bathroom legislation and possibly a school voucher bill. There is a precedent which would not have required a special session to address the sunset issue. In 1993, the Texas Board of Dental Examiners were removed from the sunset safety net bill, but were able function with a few agency moves. Lt. Gov. Patrick asked Governor Abbott to call the special session to address school vouchers, property tax, and bathroom legislation. While the Governor obliged, he did state the must pass sunset legislation will be taken up first and must be passed before the other issues will be considered. The Governor can control this by only adding the sunset legislation to the call and waiting for the bill to pass before adding the other issues. In theory this ensures they will only be on special session. However, once the
sunset legislation is passed, the legislature is in no way required to pass any other items on the call of the special session. As stated above the House and Senate refused to compromise on several topics and if continued many of the issues may fail to pass.

Legislation of Interest:

SB 28 by Sen. Creighton, relating to the financing of ports in the state. Last Action: The bill was signed by the Governor on May 26, 2017 and is effective immediately.

SB 1129 by Sen. Hinojosa (companion bill in the House is HB 2593 by Herrero), relating to franchises granted by navigation districts. Last Action: The bill passed and was sent to the Governor on May 28, 2017.

SB 1131 by Sen. Hinojosa (companion bill in the House is HB 2592 by Herrero), relating to the powers and duties of a designated officer of a navigation district. Last Action: This bill passed and was signed by the Governor on June 1, 2017, the bills earliest effective date is September 1, 2017.

SB 1133 by Hinojosa (companion bill in the House is HB 2591 by Herrero), relating to the exemption from taxes and special assessments of property of a navigation district. Last Action: This bill passed and was signed by the Governor on May 26, 2017 and is effective immediately.

SB 1395 by Creighton (companion bill in the House is HB 1528 by Perez), relating to the powers and duties of navigation districts and port authorities. Last Action: This bill passed and was signed by the Governor on June 1, 2017 and is effective immediately.

Speaker Straus announced his intention to run for Speaker again next session.

- Attended a meeting with Rep. Abel Herrero on May 9, 2017;
- Attended a meeting with Sen. Kelly Hancock in Austin, on May 18, 2017;
- 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: May 31, 2017
Re: Activities on behalf of Port Corpus Christi during May 2017

May 1: Meeting with Rep. Herrero’s staff regarding the committee substitute to HB 2593, relating to franchises granted by navigation districts. The committee substitute added language to address self-funded navigation districts, including Port of Brownsville.

Research and review of HB 2499 by Rep. Wayne Faircloth (R-Galveston), relating to the disposition of real property interests by navigation districts and port authorities. Correspondence with Jimmy Welder and Nelda Olivo regarding SB 1239 by Sen. Van Taylor (R-Plano) and its applicability to navigation districts. Attend and monitor the Senate Committee on Agriculture, Water, & Rural Affairs hearing to verify that the committee substitute language for SB 1239 does not affect Port interests.


May 5: Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

May 6-11: Monitor HB 2591/SB 1133, relating to the exemption from taxes and special assessments of property of a navigation district, on second and third readings on the House General State Calendar. SB 1133 by Sen. Hinojosa, sponsored by Rep. Herrero, finally passed the House on May 11.

May 9: Research and review of pending legislation relating to the creation of management and improvement districts. Communication with John LaRue and Nelda Olivo regarding status of SB 1524 (relating to the movement of certain vehicles transporting intermodal shipping containers) in order to discuss Port’s position on the bill.

May 11-12: Meetings with the offices of Rep. Phil Stephenson (R-Wharton), Rep. Andrew Murr (R-Junction), and Rep. Hugh Shine (R-Temple), members of the House Ways & Means Committee, regarding legislation supported by the Port.

May 12: Meet with Rep. Wayne Faircloth and staff regarding Port legislation. Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.
May 16: Meeting with House Transportation Committee regarding the status of a committee vote on SB 1131, relating to the powers and duties of a designated officer of a navigation district. Meeting with Rep. Hunter and staff for update on Port supported legislation. Meeting with Rep. Lozano’s office regarding management and improvement district legislation and transmittal of bill language to Nelda Olivo and Jimmy Welder.

May 19-20: Monitor SB 1129 (Hinojosa/Herrero), relating to franchises granted by navigation districts, on second and third readings on the House General State Calendar. Also monitor SB 1395, relating to the powers and duties of navigation districts and port authorities (TPA omnibus). Both bills finally passed the House on May 20.

May 19: Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

May 21-22: Monitor SB 1131 (Hinojosa/Herrero), relating to the powers and duties of a designated officer of a navigation district, on second and third readings on the House General State Calendar. Confer with Rep. Herrero staff, Jimmy Welder, and Nelda Olivo about a request to amend SB 1131 with other legislation. SB 1131 finally passed the House on May 22 without amendment.

May 21: Meeting in the office of Rep. Hunter to discuss legislation of interest to the Port.

May 22: Teleconference with staff in the policy division of the Office of the Governor concerning SB 1133, relating to the exemption from taxes and special assessments of property of a navigation district. Confer with John LaRue, Nelda Olivo, and Jimmy Welder to respond to questions. Transmittal of written responses to questions regarding SB 1133 to Governor’s office.

May 26: Meeting with Office of the Governor legislative director for an update on the status of SB 1133. The bill was signed by the Governor with a signing statement.

May 26: Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

May 28: Meeting with Rep. Hunter and representatives of the Corpus Christi area for update and debrief on legislation supported by the Port.

May 1-31: Conferences with the offices of Sen. Hinojosa, Reps. Hunter, Herrero, and Lozano regarding Port issues. Conduct review of and legal research on legislation enacted by the 85th Texas Legislature of interest to Port of Corpus Christi activities and operations. Weekly transmission of relevant rulemakings and public notices to John LaRue and Nelda Olivo.
To: Port of Corpus Christi  
From: Borski Associates  
Date: June 6, 2017  
Re: Monthly Report

FY17 Budget, FY18 Budget and Ship Channel Improvement Project

In early May, Congress passed an omnibus appropriations bill to fund government programs and operations for the remainder of the 2017 fiscal year. Nearly three weeks later, the Army Corps released its FY17 Work Plan, through which it distributed additional funds. Unfortunately, no funding was provided for the Corpus Christi Ship Channel Improvement Project.

The President’s FY18 Budget request was also released. This also did not include any funding for the project. We helped draft talking points on the project and its history for stakeholders to use.

Coast Guard Reauthorization

Both the House Transportation and Infrastructure Committee and the Senate Commerce Committee introduced and marked up bills to reauthorize the Coast Guard. The House bill included a provision promoted by Congressman Farenthold and POCCA to allow the Coast Guard to reimburse port authorities for funding Aids to Navigation. The Senate bill did not include a similar provision.

The Senate bill did allow Harbor Maintenance Trust Fund revenues to be used to fund Aids to Navigation. However, the American Association of Port Authorities strenuously objected to this provision and it was removed at the mark up. We advised POCCA of these developments and the proposed legislative language.

Transition

As of this writing, 26 of 552 key appointments have been confirmed. Only 91 nominations have been submitted to date. No Assistant Secretary of the Army for Civil Works has been nominated.
Firm Client: Port of Corpus Christi Authority, Texas
Primary Client Team: Barry Rhoads, Steven McKnight, & Charles Brittingham II
Services Period: May 1-31, 2017

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

- Substantive consulting on federal government issues on behalf of PCCA
  - Reported on Administration’s proposed FY2018 budget.
  - Spoke with Corps of Engineers officials about Corpus Christi Channel Improvement Project, FY2018 budget, and prospects for future funding.
  - Engaged in liaison and reporting on status of PCCA request for approval for use of accelerated funding, especially between Corps of Engineers and Congressional appropriations committees.
  - Reviewed draft Project Partnership Agreement.
  - Assisted in organizing June DC visit and meeting with third party allies of Port projects.

- Legislative Liaison and Monitoring
  - Distributed and discussed draft Project Partnership Agreement with Congressional staff members.
  - Reported on Senate subcommittee hearing on “Water Resources: The Role of the Public and Private Sectors.”
  - Drafted talking points for Member of Congress to use in discussing Port projects with Office of Management and Budget (OMB) Director Mulvaney.
  - Provided information and analysis about continuing general argument between Congress and OMB about scoring of transportation and infrastructure projects.
  - Confirmed that Coast Guard reauthorization legislation contained language to allow Coast Guard reimbursement of PCCA expenditures for Aids to Navigation.

- Client Contact and Team Coordination
  - Engaged in regular telephone and e-mail contact on PCCA matters with Executive Director John LaRue and Government Relations Manager Nelda Olivo.
  - Worked with Port consultants on drafting documents and planning meeting.
  - Reviewed news media coverage of new developments at Port and other PCCA activities.
BUSINESS DEVELOPMENT

WIND ENERGY CARGO

- Vessel calls during May: Wind energy cargo vessels: 6
  - Staff continued collaboration with Chinese wind manufacturer regarding 2017 project near Austin and confirmed POCC as port of discharge.
  - Staff continued to receive feedback comments from cargo surveyor (project completed at end May) regarding operations at Southside terminal and facilitated coordination with stevedores and new Harbor Bridge entities.
  - Staff attended regular update meetings with local stevedore for cooperative planning purposes.
  - Staff executed, with external wind consultant, scheduled pre-arranged meetings during American Wind Energy Association expo & trade show (May 22-26) and provided Trip Report, which includes wind cargo projections into 2018 and 2019.
  - Staff collaborated with Communications Department for an interview at Ortiz Center regarding wind energy cargo via POCC.
  - Staff collaborated with stevedore and internal departments regarding laydown opportunities at industrial park site.
  - Staff collaborated with and provided site tour to major logistics provider with focus on wind energy project via POCC during Q4.
  - Staff participated in meeting with wind energy carrier for discussions regarding upcoming wind cargo vessel calls.

PROJECT CARGO

- Vessel calls during May: Project cargo vessels: 2

DRY BULK CARGO

- Analyze Market Study to identify market cargo opportunities. Working with Rail companies to target new markets.
  - Analyzing crane options for Bulk Terminal cargoes and visited with manufacturer. Awaiting spec analysis results.
  - Completing final design for brochures with Communications Dept.
  - Working on Bd3 opportunities for liquid bulk cargo with various clients.
  - Working with new dry bulk opportunities at BT from Turkey.
  - Visited with tenant on dry bulk exports out of BT via rail.
  - Supporting expansion of tenant yard for aggregates.
GENERAL CARGO
- Continue to work with pipe coating entity on storage needs for construction of new facility in Robstown and imports of pipe for 2017 delivery.
- Continue to work on pipe projects, Valley Crossing, on various shipments for Northside terminal.
- Supporting pipe and distribution yards at Rincon Industrial Park.
- Support Military deployment out of CD 8 for June/July. Working on logistics and storage requirements.
- Working to support mooring relocation of barges due to bridge development.
- Continue to analyze logistics for moving containers via barge to Houston.
- Continue to outreach for RoRo Terminal on/near PCC.
- Attended Gulf Shipper/JOC conference in Houston.
- Attended 1st Steel Conference in Houston.
- Joined EDC in marketing area for new manufacturing developer.
- Working with strategic plan in support of analyzing projects and business opportunities.

LATIN AMERICA TRADE
- Attended and participated within the 3rd Mexico Gas Summit in San Antonio, TX. Top Officials from Mexico’s Secretary of Energy and Cenegas in attendance as well as Tamaulipas State Governors’ office. In addition, important companies such as Exxon, Howard and others also participated. The key take away from this event is that Mexico will continue importing finished products for decades and PCC stands to substantially benefit from these future cargo volumes.
- Met with the State of Tamaulipas Secretary of Economy and defined/agreed to work on having the energy summit here in PCC within the second week of August. Thus, proceeding to work on the Agenda to have business entities from Northern Mexico-Tamaulipas and those within PCC’s surrounding area participating.
- Continue to work with our Latin American contacts to expand our business opportunities. We’ve received confirmation that in the month of June Grupo Coremar from Barranquilla, Colombia will visit our Port. They have a large off-shore operation in Colombian waters and seek to expand this type of operation within our area. (we signed an MOU with Coremar 3 years ago).

GENERAL ACTIVITIES
- Continue to support environmental and Business Development strategic plans.
- Safety training on self-analysis meetings with Safety Mgr.
- Support relocation of stevedore due to bridge development.
- Support temporary storage for pipe service facility in Robstown.
- Staff continued regular communications regarding on-going projects with designated carriers, agents and logistics providers towards seamless operational procedures
- Staff assisted with wind and project cargo identification for accurate billing of monthly open yard and covered storage
- Staff received and forwarded Draft Report from external consultant regarding tariff review
- Staff attended weekly update meetings with Engineering and external entities for new bridge Right-of-Way issues.
- Staff collaborated with Commercial team member towards successful laydown yard projection report.
- Staff attended Gulf Ports Association of the Americas (GPAA) Spring Conference in Biloxi, MS on behalf of Government Affairs Department.
- Staff attended TX-EU Business Summit in Austin.
- Staff collaborated with Business Development team regarding Strategic Plan for Marketing Cargo.
- Staff collaborated with Communications team member and met with educators from San Antonio regarding a future port presentation and tour for at-risk students.
- Staff reviewed and provided update regarding stevedore 2016 safety records.
- Participated in the two day Leadership seminar.
- Continue to work on projects which will soon allow us to perform transloading operations of finished refined products onto railroad tank-cars.
- Continue working on the various tasks depicted within PCC’s Strategic Plan to Foster Compatible Industrial and Maritime Development.
FOREIGN TRADE ZONE

FTZ Manager attended NAFTZ Annual Spring Seminar in San Antonio, TX on May 21-23, 2017. FTZ Board, CPB, and other key speakers discussed current FTZ developments, updates, and regulatory impacting issues.

A meeting with Foreign Trade Zone (FTZ) operators and local Customs and Border Protection (CBP) officers was held on Thursday, May 25, 2017. FTZ Manager and CBP provided updates, status of compliance reviews and other FTZ procedures.

POCCA FTZ scheduled Customs & Border Protection FTZ Compliance Review was administered on April 27, 2017. CBP has completed the review and will formally advise results and outcome.

POCCA continues to work with Tex-Isle Supply, Inc. as they complete construction of their Robstown facility. Working with CBP to start the FTZ activation process.

ORTIZ CENTER - OVATIONS

May was a great month for at the Ortiz Center with many exciting events and changes to our lobby entrance featuring new planters and greenery to welcome all to the Center.

We were pleased to host this month’s Greater Corpus Christi Hospitality Association monthly meeting, as well as welcome back the Christian Business Associations Annual Prayer Breakfast, the Buccaneer Commission for several events, Flint Hill Resources Outstanding Scholars Banquet, the MDA Annual Citgo Golf Tournament, the Foster Grandparents Association Appreciation Luncheon and the CC Bar Association Law Day Luncheon.

The Ortiz Center also excited to welcome several of our area schools for their private Senior Parties, Flatiron/Dragados for the Harbor Bridge Roadshow, Gulfstream Marine for a job fair and new hire onboarding session. We were also very excited to be the host site for several law firms conducting mock trials, a hopeful new line of business that we are persuing.

As part of our commitment to the community, we are pleased to report that Spectra and the Ortiz Center provided over $27,000 in discounts and sponsorships to various not for profit and Community Based Organizations this month. The support given by the Ortiz Center assists these wonderful groups in their ability to generate the resources needed to provide their services throughout the Coastal Bend region.
Below are 2016 totals and numbers to-date for 2017 activity. *April financials estimated as there is still one week remaining of the financial period at the time this report is being submitted.

<table>
<thead>
<tr>
<th>2016</th>
<th>Guest Attendance</th>
<th>Number of Events</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>4,621</td>
<td>41</td>
<td>$149,911</td>
</tr>
<tr>
<td>February</td>
<td>4,366</td>
<td>39</td>
<td>$204,819</td>
</tr>
<tr>
<td>March</td>
<td>4,553</td>
<td>59</td>
<td>$199,597</td>
</tr>
<tr>
<td>1st Quarter</td>
<td>13,540</td>
<td>139</td>
<td>$554,327</td>
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<tr>
<td>April</td>
<td>5,033</td>
<td>47</td>
<td>$207,522</td>
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<tr>
<td>May</td>
<td>5,980</td>
<td>47</td>
<td>$190,851</td>
</tr>
<tr>
<td>June</td>
<td>4,342</td>
<td>44</td>
<td>$213,748</td>
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<tr>
<td>2nd Quarter</td>
<td>15,355</td>
<td>138</td>
<td>$612,121</td>
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<tr>
<td>July</td>
<td>2,634</td>
<td>33</td>
<td>$113,642</td>
</tr>
<tr>
<td>August</td>
<td>5,045</td>
<td>53</td>
<td>$183,800</td>
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<tr>
<td>September</td>
<td>4,490</td>
<td>39</td>
<td>$180,273</td>
</tr>
<tr>
<td>3rd Quarter</td>
<td>12,169</td>
<td>125</td>
<td>$477,715</td>
</tr>
<tr>
<td>October</td>
<td>4,732</td>
<td>38</td>
<td>$125,957</td>
</tr>
<tr>
<td>November</td>
<td>6,008</td>
<td>54</td>
<td>$249,715</td>
</tr>
<tr>
<td>December</td>
<td>4,722</td>
<td>35</td>
<td>$214,650</td>
</tr>
<tr>
<td>4th Quarter</td>
<td>15,462</td>
<td>127</td>
<td>$590,322</td>
</tr>
<tr>
<td>YTD Total</td>
<td>56,526</td>
<td>529</td>
<td>$2,234,485</td>
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</table>

<table>
<thead>
<tr>
<th>2017</th>
<th>Guest Attendance</th>
<th>Number of Events</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>3,712</td>
<td>40</td>
<td>$152,998</td>
</tr>
<tr>
<td>February</td>
<td>5,874</td>
<td>46</td>
<td>$227,214</td>
</tr>
<tr>
<td>** March</td>
<td>6,761</td>
<td>56</td>
<td>$296,571</td>
</tr>
<tr>
<td>1st Quarter</td>
<td>16,347</td>
<td>142</td>
<td>$676,783</td>
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<tr>
<td>April</td>
<td>5,019</td>
<td>42</td>
<td>$190,831</td>
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<tr>
<td>May</td>
<td>4,998</td>
<td>54</td>
<td>$187,993</td>
</tr>
<tr>
<td>June</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd Quarter</td>
<td>10,017</td>
<td>96</td>
<td>$378,824</td>
</tr>
<tr>
<td>July</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>August</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>September</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd Quarter</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>October</td>
<td></td>
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<tr>
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<td>4,722</td>
<td>35</td>
<td>$214,650</td>
</tr>
<tr>
<td>December</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4th Quarter</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YTD Total</td>
<td>26,364</td>
<td>238</td>
<td>$1,055,607</td>
</tr>
</tbody>
</table>
May Staff & Employee Events:

- Worked with OXY reps for VLCC arrival
- Meetings in preparation of upcoming EFC consortium regional meeting
- Meetings for upcoming Texas Oil & Gas Association meeting
- Coordinating and producing for port video series
- Preparing for upcoming conferences and tradeshows including Expo Carga Mexico, Breakbulk USA, and Latin American Ports forum in Panama
- Preparing for Buckeye visit
- Planning meetings for annual Port Golf Tournament
- Attended Port Commission Mtg.
- Attended Wellness Committee meetings and Luncheon
- Attended CVB monthly meeting
- Attended VSC Board Meeting
- Assisting on Harbor Bridge acquisition and relocation project
- Supported Commissioners presentations at different area organizations

New Media Marketing Management

- PortOfCorpusChristi.com (May 1 – 31, 2017)
  - Website Analytics
    - 16,641 Sessions
    - 37,785 Pageviews
    - 9,639 Users
### User Profiles

<table>
<thead>
<tr>
<th>Country</th>
<th>Sessions</th>
<th>% Sessions</th>
</tr>
</thead>
<tbody>
<tr>
<td>United States</td>
<td>15,555</td>
<td>93.47%</td>
</tr>
<tr>
<td>India</td>
<td>131</td>
<td>0.79%</td>
</tr>
<tr>
<td>Mexico</td>
<td>114</td>
<td>0.69%</td>
</tr>
<tr>
<td>United Kingdom</td>
<td>68</td>
<td>0.41%</td>
</tr>
<tr>
<td>Philippines</td>
<td>56</td>
<td>0.34%</td>
</tr>
<tr>
<td>Peru</td>
<td>46</td>
<td>0.28%</td>
</tr>
<tr>
<td>Colombia</td>
<td>43</td>
<td>0.26%</td>
</tr>
<tr>
<td>Netherlands</td>
<td>42</td>
<td>0.25%</td>
</tr>
<tr>
<td>Canada</td>
<td>38</td>
<td>0.23%</td>
</tr>
<tr>
<td>Brazil</td>
<td>33</td>
<td>0.20%</td>
</tr>
</tbody>
</table>
Top Traffic Source

<table>
<thead>
<tr>
<th>Source</th>
<th>Sessions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organic Search</td>
<td>6,339</td>
</tr>
<tr>
<td>Direct</td>
<td>6,266</td>
</tr>
<tr>
<td>Other</td>
<td>1,488</td>
</tr>
<tr>
<td>Social</td>
<td>1,036</td>
</tr>
<tr>
<td>Referral</td>
<td>987</td>
</tr>
<tr>
<td>Display</td>
<td>522</td>
</tr>
</tbody>
</table>

SOCIAL MEDIA – (May 1 - 31, 2017)

- Facebook
  - 5,334 Likes
  - 165 New Likes
  - 334,035 Total Reach

Facebook Reach

- 1-May
- 1-Apr
- 1-Mar

New Likes | Likes | Total Reach
Twitter
- 1,871 Followers
- 78 New Followers
- 18,036 Impressions (Organic)

Twitter Reach

- Media Mentions/Web Stories (May 1 - 31, 2017)
  - 57 Mentions (Communications - News and Social - EDR – May 2017)

Photo/Video/Documentary
- Employee images
- VLCC
- Operations
- UAV photos of Inner Harbor areas

Media, Marketing, Community & Public Relations
- Coordinating interviews with media
- Coordinating Publication/Release of Employee Newsletter
- RAPport
Agency
Marketing Recap: MDR is working on several updates to Port collateral materials including:
• Inner Harbor Map Flyer
• Bulk Terminal Flyer
• Steel Pipe Flyer
• Breakbulk Cargo Capabilities Flyer (printed)

MDR also worked on the invite to welcome VLCC ANNE and designed a matching cookie tag for guests’ parting gift.

Creative for the Expo Carga and Breakbulk Americas conference booths is underway.

Production of a new :15 video for Sustainable Growth is underway. Videos and animated banners are running on a broad network of websites, including Facebook.

Moving America’s Energy –
Business to Business Ad Campaign

<table>
<thead>
<tr>
<th>2017 Digital Campaign: Purchased $119,773.09</th>
<th>Negotiated Added Value $72,059.67</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Mar ’17</strong></td>
<td><strong>Apr ’17</strong></td>
</tr>
<tr>
<td>Impressions: 187,634&lt;br&gt;Avg. CPM: N/A (added value)</td>
<td>Impressions: 721,616&lt;br&gt;Avg. CPM: $6.85</td>
</tr>
</tbody>
</table>

*Reports not available at the time of this report.*

252
2017 Print Campaign: Purchased $61,850.40

<table>
<thead>
<tr>
<th>Mar ‘17</th>
<th>Apr ‘17</th>
<th>May ‘17</th>
</tr>
</thead>
</table>

Negotiated $38,711.33

True media CPM equals $180, with the addition of the Port Directory with a CPM of $625 overall CPM equals $245.03.

Feel the Energy – Community Awareness Campaign

The Community Awareness Campaign launched on Thursday, April 13 at the Corpus Christi HOOKS season opener. Port Corpus Christi is the TRADE OF THE GAME sponsor, in which two people sitting in the berm are chosen to “trade” their seats for reserved seating. The Port’s logo is displayed on the jumbotron along with a short video to intro the program. Two (:15) Port videos play before the game, and during the game on the jumbotron as part of the sponsorship.

TRADE OF THE GAME (video donut):
https://www.dropbox.com/s/lvb3jj21264g7om/Port_17%20Trade%20of%20the%20Game_Promo%20HD.mov?dl=0

SHIP CHANNEL PROJECT: COMMERCE (:15 video)
https://www.dropbox.com/s/4ihv06vlyws7o5v/Port_17%20ShipChannel_Commerce_15%20HD_5.mov?dl=0
SHIP CHANNEL PROJECT: EFFICIENCY
https://www.dropbox.com/s/5ceq755hhwvyvke/Port_17%20ShipChannel_Efficiency_15%20HD.mp4?dl=0

The campaign also consists of pre-roll video on a network of websites that include local news sites such as KIII, KRIS and Caller Times, as well as Facebook. This portion launched in May and reporting will begin in June.

MDR May Hours (as of 5/30): 112.97
<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2017</td>
<td>Foreign Press Center</td>
<td>New York</td>
</tr>
<tr>
<td>May 2, 2017</td>
<td>Presentation to Appraisal Group</td>
<td>Corpus Christi</td>
</tr>
<tr>
<td>May 2, 2017</td>
<td>Leadership Meeting</td>
<td>Port Facilities</td>
</tr>
<tr>
<td>May 2, 2017</td>
<td>Security Committee Meeting</td>
<td>Port Facilities</td>
</tr>
<tr>
<td>May 9, 2017</td>
<td>Commission Meeting</td>
<td>Port Facilities</td>
</tr>
<tr>
<td>May 12, 2017</td>
<td>Hosting Inglesdie City Council</td>
<td>Port Facilities</td>
</tr>
<tr>
<td>May 13, 2017</td>
<td>Seatrade Cruise Global</td>
<td>Ft. Lauderdale</td>
</tr>
<tr>
<td>May 15, 2017</td>
<td>Filming Community Spots</td>
<td>Ortiz Center</td>
</tr>
<tr>
<td>May 15, 2017</td>
<td>Gulf Shipping Conference</td>
<td>Houston</td>
</tr>
<tr>
<td>May 16, 2017</td>
<td>Houston Cargo Conference</td>
<td>Houston</td>
</tr>
<tr>
<td>May 17, 2017</td>
<td>RAPPORT Town Hall</td>
<td>Del Mar College</td>
</tr>
<tr>
<td>May 17, 2017</td>
<td>Presentation to Geologic Society</td>
<td></td>
</tr>
<tr>
<td>May 22, 2017</td>
<td>AWEA Wind Power</td>
<td>Anaheim</td>
</tr>
<tr>
<td>May 22, 2017</td>
<td>Hurricane Readiness Conference</td>
<td>Port Facilities</td>
</tr>
<tr>
<td>May 25, 2017</td>
<td>Mexico Gas Summit</td>
<td>San Antonio</td>
</tr>
<tr>
<td>May 26, 2017</td>
<td>Arrival of VLCC Anne</td>
<td>Port Facilities</td>
</tr>
<tr>
<td>May 30, 2017</td>
<td>EMS External Audit</td>
<td>Port Facilities</td>
</tr>
</tbody>
</table>
• WBA Membership Breakfast
• PICC public affairs meeting
• Westside Helping Hands-Noche Latina
• United Corpus Christi Chamber of Commerce Board of Trustees Meeting
• United Corpus Christi Chamber of Commerce Weekly Executive Board
• Del Mar College Foundation Board of Trustees Meeting
• NAACP, FBI Youth Summit Meeting
• Ingleside Chamber of Commerce, Jane Gimler, meeting
• Strategic Planning meeting
• Corpus Christi Christian Business Association-Annual Leadership Prayer Breakfast
• Westside Business Association: Cinco de Mayo
• CASA of the Coastal Bend
• Nustar NuHope Golf Classic
• KEDT Auction
• American Heart Association: Go Red Luncheon
• Terry Mills, NAACP
• Eagle Ford Shale event planning meeting
• Mayor’s Interagency Breakfast Meeting
• United Corpus Christi Chamber of Commerce Board of Trustees meeting
• Pam American Golf Association children’s event meeting
• Small, Diverse & Emerging Business Council meeting
• Largest vessel Port of Call Press Conference event planning
• Rail Yard Phasell Ribbon Cutting event
• EFCI Regional Meeting Agenda
• Education and Workforce Committee meeting
• Annexation Policy Stakeholder meeting
• Port 101 Presentation and Windshield tour with San Patricio County Commissioner Rick Ott, Ingleside City Manager Melissa Byrne Vossner, SPCEDC President Foster Edwards and Ingleside Chamber of Commerce President Jane Gimler
• Port Industries Public Affairs meeting
• Del Mar College Foundation Board of Directors meeting
• World Affairs Council luncheon
• Port Industries Announcement-Grow Local Support
• Port community video with Dr. Christina Barrera, Principal, Menger Elementary
• Port community video with Dr. Mark Escamilla, President, Del Mar College
• Port community video with Dr. Kelly Quintanilla, Interim President. Texas A&M University-Corpus Christi
• Port community video with Miguel Rivera, former Community Relations intern
• Port RAPPORT Town Hall meeting
• United Corpus Christi Chamber of Commerce Board meeting
• Texas A&M University-Corpus Christi: interview meeting
• United Corpus Christi Chamber of Commerce: interview meeting
• City of Corpus Christi IGR interviews
• United Corpus Christi Foundation Trustees meeting
• Texas A&M University-Corpus Christi: interviews
• CASA of the Coastal Bend
• Portland Rotary Club 2085 - B2B Ruun/Walk
• American Diabetes Association - Sandcastle Run
• American GI Forum - Annual Scholarship Awards Banquet
• Corpus Christi Seamen's Center: welcoming and honoring the officers and cadets
• Coastal Bend SHRM - Hire Me Job Fair
• Tuloso-Midway Grad Nite 2017
• Montessori School - Crawfish Boil & Raffle
• Beach to Bay
• Heart Night @ The Hooks
• Young Life Corpus Christi - 3rd Coast Fishing Tournament
• Rubber Duck Round UP - South TX Lighthouse for the Blind
• Westside Business Association Board Meeing
• United Chamber President Interviews
• TX A&M CC  - President Interviews
Status of Information Technology Programs & Initiatives

- **Helpdesk** – 323 IT helpdesk tickets submitted and 284 tickets resolved in May.

- **Data Center Colocation** – All equipment from the on premise backup data center has been moved to Cyrus One. Data between Cyrus One and our local data center is in sync and ready for a data center fail over should the need arise. A data center fail over in a test environment is being scheduled for early July. Once this test is complete a full data center failover will be conducted in production.

- **Video Conferencing** – IT staff are currently evaluating three video conferencing systems to be used for commission meetings and general business. Product demonstrations and hands on testing have been conducted for Cisco, Polycom and LifeSize systems. A recommendation will be provided by June 16.

- **JD Edwards Upgrade** – Reviewing upgrade options for the JD Edwards Platform (JDE). IT staff is evaluating JDE upgrade assessment proposals from three Texas DIR vendors. The assessment will conduct a detailed analysis of existing system and what it will take to upgrade to JDE Enterprise One. Workshop held on May 1 to evaluate upgrade paths and system platforms. Goal of project is to update system for an improved user interface, improve business processes for efficiency and add additional modules to accomplish strategic plan goals such project and asset management.

- **Granicus** – Peak agenda management continues to be used for agenda creation. Training is underway for the tablet application, video archiving and minutes modules. Video archiving was tested in May and determined that further testing is needed. Video archiving and minutes modules will be tested at the June commission meeting. IT staff is testing the tablet application and is on track from commissioner testing in July.

- **NIST 800-53 Controls** – Implementation of the National Institute of Standards and Technology security controls. NIST 800-53 are catalog of security controls designed for federal information systems. While the Port is not required to adopt these controls, we feel it’s important to follow a control set for the department’s policies and procedures. Relevant controls have been selected and adapted to port operations. Final documents are complete and implementations into IT procedures is underway.

- **Network Redundancy** – The Admin building and all remote facilities are connected via a single fiber optic cable that routes through PD. This single point of failure would ideally be backed up with a leased line from a telecommunications provider. However, to receive adequate bandwidth the link would cost as much as $5000 per month. IT is evaluating wireless options with no reoccurring costs for this solution.
Phone System Replacement – Phase one of project is complete. Phase two will occur in 2017 to migrate service from AT&T PRI (Phone Rate Interface) to SIP (Session Initiation Protocol) trunks.

PD Network Redesign – Network redesign to convert analog network to digital has begun. The first phase is complete and new switches and cameras at Oil Dock 14 and the PD data center have been installed. A digital network will improve image quality, allow for easier software and firmware maintenance and replace the existing aging equipment. This project is on hold due to clarity needed on Department of Public Safety (DPS) Texas Law Enforcement Telecommunications System (TLETS) regulations. IT is in the process of receiving DPS approval for the section of the network the interfaces with TLETS.

2017 Budgeted Projects

HMO Radio Upgrade – Replacement of dated radio system for the Harbormasters Office. Radios have reached end of life and it is becoming harder to find parts for repair. Estimated project completion: 05/01/17

VTIS/AIS Replacement – This project will replace the Vessel Traffic Information System/ Automatic Identification System (VITS/AIS). The existing system is no longer supported by the manufacturer and parts are not available. Modern VTIS/AIS systems have the ability to integrate with our existing vessel management system for greater efficiencies. Both HMO and security departments will utilize the new system for greater awareness. Estimated project completion: 11/01/17

JD Edwards Upgrade – Upgrade from JD Edwards World to JD Edwards Enterprise One. The existing JDE installation has a ‘green screen’ user interface that is not intuitive. This system run on IBM hardware that is ready for replacement. JDE Enterprise One greatly improves the user interface and expands our financial system into other areas are existing JDE World could not accommodate. In addition to all existing functions we will look to JDE Enterprise one to handle capital program management, asset management and a more streamlined procurement workflow. Estimated project completion: TBD

Network Replacement (Port PD) – As identified in the Transportation Technology Associates Security Technology Master Plan, the network infrastructure for Port PD needs to be upgraded. Most equipment has reached end of life and is no longer supported by the manufacturer. This upgrade would allow for the transition from analog to digital cameras. Estimated project completion: 08/01/17
## Operations

### Harbormaster’s Office

<table>
<thead>
<tr>
<th>Ship Arrivals</th>
<th>Tankers</th>
<th>Freighters</th>
<th>Year to Date Ships</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 2017</td>
<td>131</td>
<td>39</td>
<td>801</td>
</tr>
<tr>
<td>May 2016</td>
<td>91</td>
<td>25</td>
<td>647</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ocean Going Barge Arrivals</th>
<th>Ocean Going Tank Barges</th>
<th>Ocean Going Freight Barges</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 2017</td>
<td>33</td>
<td>10</td>
</tr>
<tr>
<td>May 2016</td>
<td>46</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Barge Arrivals</th>
<th>Tank Barges</th>
<th>Freight Barges</th>
<th>Year to Date Barges</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 2017</td>
<td>309</td>
<td>27</td>
<td>1997</td>
</tr>
<tr>
<td>May 2016</td>
<td>337</td>
<td>0</td>
<td>2023</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Shifting</th>
<th>Tankers</th>
<th>Freighters</th>
<th>Ocean Going Tank Barges</th>
<th>Ocean Going Freight Barges</th>
<th>Tank Barges</th>
<th>Freight Barges</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 2017</td>
<td>23</td>
<td>7</td>
<td>19</td>
<td>2</td>
<td>882</td>
<td>18</td>
</tr>
<tr>
<td>May 2016</td>
<td>15</td>
<td>3</td>
<td>26</td>
<td>0</td>
<td>796</td>
<td>0</td>
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</table>

<table>
<thead>
<tr>
<th></th>
<th>Average Daily Ship Arrivals</th>
<th>Average Daily Barge Arrivals</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>5.48</td>
<td>12.23</td>
</tr>
<tr>
<td>2016</td>
<td>3.74</td>
<td>12.39</td>
</tr>
</tbody>
</table>

### Channel Disruptions

<table>
<thead>
<tr>
<th>Channel Disruptions</th>
<th>Total Hours</th>
<th>High Winds</th>
<th>Damage/Debris</th>
<th>Fog</th>
<th>Rig</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 2017</td>
<td>18.73</td>
<td>11.73</td>
<td>--</td>
<td>--</td>
<td>7</td>
</tr>
<tr>
<td>May 2016</td>
<td>25.24</td>
<td>8.27</td>
<td>11.8</td>
<td>--</td>
<td>5.17</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Delays</th>
<th>Inbound Delays</th>
<th>Outbound Delays</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 2017</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>May 2016</td>
<td>11</td>
<td>17</td>
</tr>
</tbody>
</table>
May 2017

**YARDS & RAIL**

- Rail traffic slowing with ADM doing **2655** railcars, milo maize/wheat in May, ship at dock,
- AHMSA/UPRR
  HBI pad to rail at BMD ongoing, HBI cargo on pads – **224** railcars loaded outbound in May
- **3624** total revenue rail cars in May 2017 compared to **1613** revenue cars in May 2016
- Working on Agreement (Restated CCPN 1997 Operating) with Welder, Strawbridge and Class 1 RR’s in UPRR legal
- North Bank storage yard wind components departing by truck and rail, no issues
- North Storage yard project cargo and wind cargo departing by trucks, FTZ areas set up for M&G cargo
- T G Mercer working pipe yard at Rincon – pipe 42 and 48 inch diameter projected to run through August 2017 ongoing no issues
- Warehouses 26/27, Acreage by ADM, CD 14 warehouse, BMD and Rincon have cargo for M&G
• South side yard – wind towers to Al Speight yard – space tight, yard by CD 8 – all space being used account USNS Mendonca downloaded 1500 pieces of military cargo, equipment arriving/departing no issues
• Military MOL OPS for CD8, CD15 - 250,000 square feet of cargo– Last train ETD 6/2, USNS Mendonca downloaded 1500 pcs, now at CD14/15 until September 2017
• South side laydown yard TXDOT ROW cleared for fence installation, laydown space becoming very tight
• NRRY Phase II and M&G construction, rail yard connections to JFC main line are complete, finishing tamping and field welding. Phase II running slightly behind scheduled completion date. Waiting for 2 ballast trains

CARGO DOCKS

• CD 10 - warehouse foundation TXDOT contractor fenced off ROW
• CD 8 – 06 vessels arrived May
• CD 9 – 09 vessels arrived May
• CD 15 – warehouse has over 200 pallets bottled water stored for City of Corpus Christi

BULK TERMINAL

Current Projects
• Dust control for all pads and roads
• Preparing for paving projects by shiploader and CB2
• Bulk Terminal Master Plan ongoing
• BMD2 Trestle Replacement is ongoing
• BMD1 Crane Replacement Study is ongoing
• Storm Water Improvement Project Planning ongoing
• Shiploader and Gantry Third Party Inspections Completed

Activity (short tons)

Railcars
• Load rail cars: 0 railcars loaded
• Unload rail cars: 0 railcars unloaded

Bulk Dock #1
• 77,173.86 Barite

Bulk Dock #2
• 72,511.44 Pet Coke
• 17,193.41 Sulfur
Pads
- 125,485.73 Pet coke
- 18,576.49 Sulfur

MAINTENANCE

Ortiz center
- Replaced 3 key cores in CC room front doors.
- Restart chillers and monitored operation.
- Continue with lighting retrofit and attend update and changes meeting.
- Backfilled and leveled potholes in South Parking lot.
- Inventory hurricane shutters and accessories.
- Remove hurricane shutters.

Commissioners Court
- Set up and tear down stage.

Guard houses
- Purchased and replaced lift station pump at Avery guard house.
- Serviced and replaced filters at Ave F guard house.

Administration building
- Assisted procurement with various request for storage or removal of property from turner storage. buildings
- Completed the remodeling of 2nd floor accounting office. (previously IT room)
- Repaired thermostat air leak in Audrey’s office.
- Installed tamper proof box in 1st floor conference room thermostat.
- Installed electrical outlets and computer connections at 2nd floor accounting office.
- Repaired cracked sewer pipe on 2nd floor that was causing foul smell throughout the building.
- Patched walls and painted 3rd floor North West corner office.
- Removed expansion joint wood divider to eliminate trip hazard.
- Assist office personnel with various requests of hanging pictures, furniture rearrangement, document disposal, plus other.
- Replaced Texas Flag and hoisting rope.
Annex building
- Assisted IT with removal and disposal of books and manuals.
- Removed shelf and shelf items from 3rd floor hallway, patched holes and painted complete wall.
- Troubleshoot and repaired alternating a/c switching system at 2nd floor IT room.
- Prepped and painted Russell Cordo’s at HMO office and rehung all pictures, maps and other.
- Installed TV bracket and mounted TV in John Slubar’s office.
- Replaced Port’s, Texas and U.S. Flags.

Port Security/PD
- Assisted PD with destroying old evidence.
- Replaced Port, Texas and U.S. flags.
- Attempted to clear sanitary drain, discovered clog was on city main drain line, contacted and assisted them until the line was clear.
- Assisted with removal and storing of file cabinets.

BMD
- Assisted with excavation and repairs to potable water line to BMD 1.
- Rebuilt potable water cover at BMD 2.
- Assisted with crane operations to remove conveyor rollers from subterranean pit.
- Assisted with repairs to locker room a/c unit.

Cargo Docks
- Installed ladder at CD 2 for access to the fireboat.
- Installed potable water supply line at CD 2.
- Repaired damaged concrete at CD 1.
- Repaired damaged access gate at CD 1.
- Repaired back flow preventer at CD 1.

Oil Docks
- Repaired door locks, hinges and closers at OD 4, 7 and 11.
- Repaired a/c’s at OD 9, OD 3, OD 4, OD 10.
- Replaced flush kit on commode at OD 4.
- Repaired area lighting and repositioned light fixtures at OD 11.
- Replaced contactor coils on Dock lights at OD 14.
- Fabricated and installed East gangway stair mounting base at OD 7.
- Replaced leaking foam barrel at OD 4.
- Troubleshoot and repaired electrical short for dock lights at OD 1.
- Picked up temporary guard shed from OD 6 and placed back at West Yard.
- Fabricated and installed sewer tank support base for OD 11.
• Fabricated access ladders for OD 1 and OD 2.
• Fabricated Mooring bit for OD 11.
• Replaced rusted shackles and chain on barge breasting structure at OD 11.
• Replaced wax ring on toilet at OD 5.

**Fire Barge**
- Replaced fuel lines and filters to all engines.
- Pumped out forward void bilge into slop tank.
- Circulated Diesel fuel from starboard to Port and Port to starboard tanks.
- Drained fuel water separator filters on all engines.
- Tested bilge alarms.

**Fire Boat**
- Replaced rudder position indicator wiring.
- Installed ladder at CD 2 for access to and from the fireboat.
- Install shore power.
- Assisted with pickup and delivery of butter fly valves, bolts and washers.
- Troubleshoot spot light and gauges- researching and ordering materials.

**Gates, Fences, signs and Roads**
- Repaired section of fence at the Nueces River Rail Yard.
- Completed installation of barbed wire and fencing at Harbor Island radar tower.
- Ordered and delivered “Danger signs” for Harbor Island Fina docks.
- Applied base to back fill ruts and potholes at OD 6 entrance driveway.

**Maintenance shops**
- Replaced bottom angle iron to secure wall siding at maintenance storage building.

**Property Other**
- Arranged with AEP to repair power pole at Sam Rankin and Broadway.
- Assisted with relocation, electrical and plumbing installation to Accutrans, It and Accounting trailers.
- Installed water supply line from Ortiz center to Accutrans trailer.
- Completed remodeling Parade Float.
- Replaced lamps and installed light photo cell outside lighting at old lift bridge office.
- Continued with replacement of central air unit for Water taxi restrooms.
- Dispose of creosote timbers from the West yard and taken to El Centro landfill in Robstown
- Picked up and stored Harbor Island signs.
• Repaired dock ramp personnel gate at water taxi dock.
• Replaced dead bolt locking mechanism in men’s restroom at water taxi.

**Maintenance Routine**
• Janitorial services Port wide.
• Maintenance and repairs of vehicles and equipment.
• Lighting pm throughout Port facilities.
• Mowing maintenance Port wide.
• Monthly fire alarm and sprinkler test on all warehouses.
• Monthly flush and test of all potable ship outlets at Cargo and Oil Docks.
• Conduct monthly sub water meter readings.
• Monthly Irrigation sprinkler test and inspections at Annex, Admin, PD and Ortiz.
• Conduct weekly departmental Safety Meetings.
• Conduct Monthly EMS meetings.
• Monthly emergency generator test and inspections at Annex, Admin, PD, Stroman, La Quinta and Harbor Island.
• Conducted monthly test and inspections of sanitary sewer lift stations Port wide.

**Maintenance Personnel**
• One employee retired on May 16, 2017
• One new employee started on May 30th as the Building Maintenance Technician
• One new employee started on May 30th as a Welder Assistant
Planning, Organization, Equipment, Training, Exercises (POETE)

Planning
- Conducted one-on-one Department meetings to review Hurricane Readiness Plan
- Disaster finance planning team continues to meet
- Conducted a Directors & Managers hurricane readiness meeting and distributed draft revisions
- See Hazard Mitigation Action Plan status below.
- Documents Submitted for Review:
  - Hazard Mitigation Action Plan Final Draft
  - Hurricane Readiness Plan Final Draft
- Documents in Progress:
  - Hazard Mitigation Action Plan
  - Emergency Action Plan Revision
  - Hurricane Readiness Plan Revision
  - Marine Firefighting Standard Operating Procedure
  - Disaster Finance Plan

Organization
- Continued bi-weekly meetings with Safety & Risk to review EM projects in progress.
- Participated in Environmental Management System Audit
- Committees/Boards Attended
  - City of Corpus Christi-Nueces County LEPC Finance Subcommittee
  - City of Corpus Christi-Nueces County LEPC General Membership
  - MetroCom System Operations Committee
  - Texas Emergency Management Advisory Committee
  - Coastal Plains Local Emergency Planning Committee

Training
- Coastal Bend Hurricane Conference- Continued coordination of conference.
- NIMS Implementation
  - Phase One IS 700 & 100 complete- 137 personnel completed
    - 85 attended classroom training with EM
    - 52 attended online self-paced training
  - Phase Two Online Training Ongoing
- Training/Outreach Conducted
  - Maritime Transportation Disaster Economics Presentation at Coastal Bend Hurricane Conference with PICC Representatives- May 4
  - Preparedness Presentation for Weeks Marine- May 5
  - Mandatory Hurricane Readiness Staff Meetings with Human Resources (6 deliveries)
- Attended
  - Management Leadership Training - May 2
  - Coastal Bend Hurricane Conference - May 3-4
  - Disaster Accounting 101 Module One - May 5
  - Texas Emergency Management Conference - May 16-18
  - IAEM Certified Emergency Manager Exam (Passed) - May 16

**Exercises**
- Coastal Bend Regional Hurricane Exercise - May 4
- Multi-Jurisdiction Improvised Explosive Device Senior Officials Workshop - May 10

**Incident Coordination**
- Weather Potential/Awareness - 7

**Emergency Management in the Community**

Texas Division of Emergency Management provided module one of a multi-part Disaster Accounting course to assist the Port develop a Disaster Finance Plan. Attendees reviewed best practices for disaster related costs and their role in the Incident Command System.
All Port employees attended one of numerous mandatory staff meetings to discuss roles and expectations for this upcoming hurricane season. The presentation was coordinated between Human Resources and Emergency Management. Presentations focused on staying informed, reentry documentation, personal preparedness and updates to the Port Hurricane Readiness Plan. Thank you for all who attended!

The 2017 Coastal Bend Hurricane Conference and regional exercise had over 800 participants representing the full range of local, state and federal governmental responders and policy makers, voluntary organizations, healthcare professionals, private businesses and industry representatives. The audience includes professionals ranging from those new to emergency preparedness, all the way to expert emergency managers, with many years of experience.

At this years’ conference, Emergency Management helped organize 45 breakout sessions across the two day event and also facilitated a community roundtable discussion entitled “Maritime Transportation Disaster Economics”. During the session, Danielle was joined by several industry representatives to discuss the importance of a resilient port community, communications, operational considerations and other topics related to preparing industry for hurricanes. Special thanks to the panel members!

**Hazard Mitigation Action Plan Status**

Following the recent public comment period, the draft Nueces County Multi-
Jurisdictional Hazard Mitigation Action Plan has been submitted to the Texas Division of Emergency Management for first review. The final draft is expected to be submitted to FEMA for final approval by September. Once approved by FEMA, each of the participating jurisdictions will be asked to formally adopt the plan ensuring compliance and eligibility for various federal disaster programs for a period of five years.

Project History:
In 2012 the Coastal Bend Council of Governments coordinated a regional HMAP process and secured FEMA approval for participating Counties (including Nueces) and Cities (including Agua Dulce, Bishop, Corpus Christi, Driscoll, Port Aransas & Robstown). Recognizing the need for a new plan because of a state preference for plans no larger than one county, Nueces County began informal discussions between other Emergency Management Coordinators within Nueces County and the Port on their interest in participating in a joint HMAP. Based upon the shared interest in planning together Nueces County submitted a Hazard Mitigation Grant Program (DR-4223) to support the cost of hiring a consultant to assist with the planning process/plan development. Each participating jurisdiction included a letter of support for the grant. FEMA/TDEM awarded the grant in August 2016 and the process to create an Inter-local agreement also took place to share the cost and define responsibilities across the jurisdictions. All participating jurisdictions had their governing boards approve the Inter-local agreement and sign onto the planning process in fall of 2016 (including appointment of their HMAP planning team representatives and their local planning team). Also during fall 2016 a request for proposals for consultant services to develop a hazard mitigation action plan. Several proposals were received/evaluated and LAN was selected/awarded the contract.

Mitigation Review and Development:
The mitigation strategy development for the Plan involved creating mitigation goals and new mitigation actions. Previous mitigation actions from the CBCOG regional plan were reviewed as a baseline for new actions, goals, and objectives. The Planning Team reviewed their respective mitigation actions from the previous plan to determine projects that were still viable and may be included in the Nueces County Multi-Jurisdictional Plan.

An inclusive and structured process was used to develop and prioritize mitigation actions for this Plan. Potential mitigation actions were developed and the list narrowed down to those that were most likely to be implemented, most cost-effective in reducing risk, and most likely to receive political and community support. A Problem Statement was developed for each hazard to determine actions to mitigate the specific problem or risk, background information on why the action is needed was documented as well as who (by title) will oversee implementation of the project. Timeframe for implementation was defined and any obstacles to implementation such as local environmental groups opposing the project or lack of community support was identified. Planning Team Members identified and prioritized proposed actions, costs and benefits, effects on existing buildings and future development, implementation schedules, and potential funding sources.
For additional information on the progress of the Nueces County Multi-Jurisdictional Hazard Mitigation Action Plan, contact project lead Christopher Boyce at 361-888-0513 or christopher.boyce@nuecesco.com.

Emergency Management Activity Report- May 2017
END
Environmental Stewardship Measurements

<table>
<thead>
<tr>
<th>Program Area</th>
<th>May 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical – Green Energy Purchased (10% of Total KWHs)</td>
<td>215,944 KWHs</td>
</tr>
<tr>
<td>Spent Liquids Recycled</td>
<td>0 gallons</td>
</tr>
<tr>
<td>Materials Recycled</td>
<td>4,500 lbs</td>
</tr>
<tr>
<td>Components Recycled</td>
<td>96</td>
</tr>
<tr>
<td>Regional Air Quality (EPA Standard of 70 ppb)</td>
<td>~64 ppb</td>
</tr>
<tr>
<td>Community Complaints Regarding Port Operations</td>
<td>0</td>
</tr>
<tr>
<td>Notice of Violations Against Port Operations</td>
<td>0</td>
</tr>
<tr>
<td>Tenant Audits Completed</td>
<td>16</td>
</tr>
<tr>
<td>Bulk Terminal Air Monitoring Alerts (North Network-Bulk Terminal)</td>
<td>17</td>
</tr>
<tr>
<td>Bulk Terminal Air Monitoring Alerts (South Network-Dona Park)</td>
<td>4</td>
</tr>
</tbody>
</table>

During the month of May, third party registration and verification was completed on the Green Marine self-evaluation and the Environmental Management System, respectively. Feedback from the auditors for both were very complementary of the Environmental programs implemented at the Port of Corpus Christi. This is our first year of certification for Green Marine and our tenth (10th) year of ISO 14001 certification. There were no non-conformances or findings identified during the audits.

Port staff assisted Gretchen Arnold, chair of the Regional Air Quality Committee, in final submittal of the Ozone Advance Annual Report. Air quality in Corpus Christi continues to be in attainment of the National Ambient Air Quality Standard (NAAQS) of 70 ppb. On June 6, 2017 EPA announced that they are extending the deadline for promulgating initial area ozone designations by one year. Designations were to be completed this year but are now postponed. Additionally, EPA Administrator Pruitt is developing an Ozone Cooperative Compliance Task Force to develop additional flexibilities for compliance with the standard when fully implemented.

Port staff and SQ Environmental, our Consultant, met with the Texas Commission on Environmental Quality (TCEQ) on May 18, 2017 to discuss the comments received on the Affected Property Assessment Report submitted in May 2016 to the TCEQ. The meeting was productive and resulted in agreement on an alternative path forward which no longer includes the originally required 80 borings. The alternate path forward will include justification of arsenic’s natural occurrence in groundwater and a revised groundwater resource classification. The recommendations in this submittal will be for site closure.
Environmental Initiatives Dashboard

Listed below are the environmental initiatives planned or underway and the status of each:

<table>
<thead>
<tr>
<th>Program</th>
<th>Description of Activities</th>
<th>Target Completion Date</th>
<th>% Complete</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental Management System</td>
<td>Development of updated EMS video.</td>
<td>8/31/2017</td>
<td>30%</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td>ISO 14001 Certification: Surveillance Audit</td>
<td>7/2/2017</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td></td>
<td>Green Marine Self Evaluation</td>
<td>4/30/2016</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td>Tenant Audit Program</td>
<td>Conduct routine annual audits of all leases on PCCA facilities.</td>
<td>12/31/2017</td>
<td>15%</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td>Conduct routine lease-ending audits of terminated or completed lease agreements.</td>
<td>12/31/2017</td>
<td>15%</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td>Conduct baseline assessments of properties as applicable for new lease agreements.</td>
<td>12/31/2017</td>
<td>0%</td>
<td>Not Started</td>
</tr>
<tr>
<td>Storm Water</td>
<td>Conduct routine inspections and monitoring and sampling in accordance with applicable permits.</td>
<td>12/31/2017</td>
<td>42%</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td>Complete annual reports for previous year in accordance with applicable permits.</td>
<td>1/30/2017</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td>Ozone Advance</td>
<td>Participation in Air Quality Committee and Ozone Advance Working Groups.</td>
<td>12/31/2017</td>
<td>50%</td>
<td>Started</td>
</tr>
<tr>
<td></td>
<td>Provide input to Annual Ozone Advance Report.</td>
<td>4/30/2017</td>
<td>100%</td>
<td>Completed</td>
</tr>
</tbody>
</table>

Environmental Projects Dashboard

Listed below are the budgeted capital, maintenance and professional services projects and the status of each:

<table>
<thead>
<tr>
<th>Project Description (Proj. #)</th>
<th>Consultant Agreement Type</th>
<th>Description of Activities</th>
<th>Target Completion Date</th>
<th>% Complete</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase of Software for EMS Recordkeeping (15-057A)</td>
<td>MA 05-14 E2 ManageTech, SO#4,5,6</td>
<td>RFP for software vendors.</td>
<td>1/29/2016</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor demonstrations.</td>
<td>3/11/2017</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Negotiations with Successful Vendor.</td>
<td>4/15/2016</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Commission approval of software purchase and implementation contract with successful vendor.</td>
<td>6/21/2016</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Purchase/implementation of EMIS software.</td>
<td>8/31/2017</td>
<td>40%</td>
<td>Ongoing</td>
</tr>
<tr>
<td>General Electrical Consumption Reduction Projects (13-013A/16-704A)</td>
<td>Pending</td>
<td>Negotiating project scope with electrical engineering firm.</td>
<td>03/31/2016</td>
<td>NA</td>
<td>Cancelled – Not Needed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Design electrical consumption reduction improvements.</td>
<td>06/30/2016</td>
<td>15%</td>
<td>Started</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Advertise RFQ for design-build.</td>
<td>6/30/2017</td>
<td>75%</td>
<td>Started</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Award contract.</td>
<td>8/15/2017</td>
<td>0%</td>
<td>Not Started</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Construction of project.</td>
<td>12/31/2017</td>
<td>0%</td>
<td>Not Started</td>
</tr>
<tr>
<td>Investigation and Remediation of Contamination from La Quinta Pipeline Removal/Relocation (14-002B)</td>
<td>MA –Platinum Environmental Solutions, LLC, SO# 1</td>
<td>Prepare and submit Groundwater Classification and Drinking Water Survey Reports to TCEQ.</td>
<td>3/7/2016</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Prepare and submit APAR to TCEQ.</td>
<td>01/31/2017</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Receive and respond to TCEQ comments.</td>
<td>9/7/2017</td>
<td>20%</td>
<td>Started</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Submit Response Action Plan.</td>
<td>9/7/2017</td>
<td>0%</td>
<td>Not Started</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Response Action Implementation</td>
<td>9/7/2019</td>
<td>0%</td>
<td>Not Started</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Case closure with TCEQ.</td>
<td>12/31/2019</td>
<td>0%</td>
<td>Not Started</td>
</tr>
<tr>
<td>Investment of Property Near Lift Bridge (14-002C)</td>
<td>MA – 06-14 Apex TITAN, SO# 1,2,3</td>
<td>Additional fieldwork to collect groundwater samples and verification soil samples.</td>
<td>3/28/2016</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Prepare and submit APAR to TCEQ.</td>
<td>5/31/2016</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td>Project Description</td>
<td>Consultant Agreement Type</td>
<td>Description of Activities</td>
<td>Target Completion Date</td>
<td>% Complete</td>
<td>Status</td>
</tr>
<tr>
<td>---------------------</td>
<td>---------------------------</td>
<td>-------------------------------------------------------------------------------------------</td>
<td>------------------------</td>
<td>------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Bulk Terminal Master Plan (16-009A)</td>
<td>Professional Services Agreement – Market Study Moffitt Nichol led by Commercial and Master Plan Cardno, Inc. led by Internal Bulk Terminal Project Team</td>
<td>Respond to TCEQ comments.</td>
<td>9/22/2017</td>
<td>50%</td>
<td>Started</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Case closure with TCEQ.</td>
<td>6/1/2018</td>
<td>0%</td>
<td>Not Started</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Commission Approval for RFP for Market Study</td>
<td>4/19/2016</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Advertise RFP for Market Study</td>
<td>4/30/2016</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Shortlist firms and negotiate scope of work and fees</td>
<td>5/25/2016</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Commission approval of agreement</td>
<td>6/17/2016</td>
<td>100%</td>
<td>Completed</td>
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<tr>
<td></td>
<td></td>
<td>Market Study Final Report</td>
<td>8/31/2016</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Advertise RFQ for Master Plan</td>
<td>9/30/2016</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Shortlist firms and negotiate scope of work and fees</td>
<td>10/6/2016</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Commission approval of agreement</td>
<td>10/18/2016</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Master Plan</td>
<td>6/30/2017</td>
<td>50%</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Sampling to Support OD-3 Expansion Plans (14-058A)</td>
<td>MA 04-14 RSA, SO# 8</td>
<td>Fieldwork to conduct upland sampling per sampling plan.</td>
<td>10/1/2016</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Prepare final report including recommendations for management of upland soils during construction project.</td>
<td>12/31/2016</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Conduct source investigation/delineation of hot spots.</td>
<td>6/30/2016</td>
<td>5%</td>
<td>Placed On Hold</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Develop final report summarizing source investigation and delineation of hot spots.</td>
<td>7/31/2016</td>
<td>0%</td>
<td>Placed On Hold</td>
</tr>
<tr>
<td>Bulk Terminal Storm Water Quality Improvements (15-046A)</td>
<td>MA 14-01 LAN, SO# 3,7</td>
<td>95% Design submittal for Task 1a and Task 2</td>
<td>02/26/2016</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>100% design submittal and contract documents for advertisement for Task 1a and Task 2</td>
<td>5/4/2017</td>
<td>95%</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Advertise for bid.</td>
<td>5/15/2017</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Commission approval for construction.</td>
<td>6/20/2017</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Construction completed.</td>
<td>8/31/2017</td>
<td>0%</td>
<td>Not Started</td>
</tr>
<tr>
<td>Bulk Dock 2 Air Permit (16-030A)</td>
<td>Pending Commission Approval</td>
<td>Negotiate Master Agreement and Service Order.</td>
<td>3/15/2016</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Prepare and submit air permit authorization for salt at Bulk Dock 1.</td>
<td>5/31/2016</td>
<td>100%</td>
<td>Completed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Prepare technical memo regarding removal/lowering of moisture content from existing permits.</td>
<td>6/30/2017</td>
<td>20%</td>
<td>Started</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Support Master Planning activities at the Bulk Terminal</td>
<td>6/30/2017</td>
<td>25%</td>
<td>Started</td>
</tr>
</tbody>
</table>
**Environmental Consultant Master Agreements and Service Orders**

Listed below are the Environmental Consultant Master Agreements and associated Service Order values:

<table>
<thead>
<tr>
<th>Consultant (MA#)</th>
<th>2016 Service Order Amounts</th>
<th>2017 Service Order Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>RPS, Inc. (02-14)</td>
<td>$49,918</td>
<td>$3,690</td>
</tr>
<tr>
<td>Trinity Consultants (03-14)</td>
<td>$48,000</td>
<td>$0</td>
</tr>
<tr>
<td>Rosengarten Smith and Associates, Inc. (04-14)</td>
<td>$0</td>
<td>$49,783</td>
</tr>
<tr>
<td>E2 ManageTech Inc. (05-14)</td>
<td>$140,622</td>
<td>$0</td>
</tr>
<tr>
<td>Apex TITAN, Inc. (06-14)</td>
<td>$119,844</td>
<td>$0</td>
</tr>
<tr>
<td>TRICORD Consulting, LLC (07-16)</td>
<td>$76,069</td>
<td>$30,900</td>
</tr>
<tr>
<td>Alan Plummer Associates, Inc. (08-16)</td>
<td>$62,604</td>
<td>$25,300</td>
</tr>
<tr>
<td>Cardno (09-16)</td>
<td>$49,343</td>
<td>$0</td>
</tr>
<tr>
<td>Platinum Environmental Solutions, LLC (10-16)</td>
<td>$96,837</td>
<td>$29,275</td>
</tr>
<tr>
<td><strong>Total MA’s</strong></td>
<td><strong>$643,237</strong></td>
<td><strong>$138,948</strong></td>
</tr>
</tbody>
</table>
As of May 22, 2017 (billing through April 30, 2017), the Port of Corpus Christi Authority Department of Engineering Services had invoicing of $6,652,528 for projects in progress. These projects consist of 66 Capital, 24 Maintenance, and 20 Professional Service projects. Below is a table detailing the 2017 budgeted amounts and the expended amount “to date” for capital, maintenance, and professional services projects.

<table>
<thead>
<tr>
<th>Project Type</th>
<th>2017 Budget Amount</th>
<th>Expended to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital</td>
<td>$65,133,769</td>
<td>$20,834,706</td>
</tr>
<tr>
<td>Maintenance</td>
<td>5,080,000</td>
<td>$154,554</td>
</tr>
<tr>
<td>Professional Services</td>
<td>834,000</td>
<td>$511,181</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$71,047,769</strong></td>
<td><strong>$21,500,441</strong></td>
</tr>
</tbody>
</table>

*Includes federal, state & other grants/funds by others – No land or software.

UPCOMING BIDS (PROJECTS > $50,000) / REQUEST FOR PROPOSALS

- Mike Carrell Road Construction (15-050A)
- Fire System Pressurization Upgrades at North Bank Oil Terminal Facilities (14-023A)
- Viola Barge Basin Maintenance (17-018A)
- Port Fire System Study (17-007A)
- Public Storage Pads (14-030A)

MASTER AGREEMENTS AND SERVICE ORDERS**

Listed below are the Master Agreements implemented, including values of Service Orders and Amendments issued per year:

<table>
<thead>
<tr>
<th>Company</th>
<th>2016*</th>
<th>2017*</th>
</tr>
</thead>
<tbody>
<tr>
<td>HDR, Inc. (13-01)</td>
<td>$363,100</td>
<td>$56,921</td>
</tr>
<tr>
<td>Freese and Nichols, Inc. (13-02)</td>
<td>$491,303</td>
<td>$469,493</td>
</tr>
<tr>
<td>Govind Development, LLC (13-03)</td>
<td>$49,900</td>
<td>$56,700</td>
</tr>
<tr>
<td>Hanson Professional Services, Inc. (formerly Naismith) (13-04)</td>
<td>$51,760</td>
<td>--</td>
</tr>
<tr>
<td>CH2M Hill (13-05)</td>
<td>$1,623,780</td>
<td>$649,225</td>
</tr>
<tr>
<td>LNV, Inc. (13-07)</td>
<td>$137,690</td>
<td>--</td>
</tr>
<tr>
<td>Coast &amp; Harbor Engineering d/b/a Mott MacDonald (14-03)</td>
<td>$107,097</td>
<td>$43,589</td>
</tr>
<tr>
<td>LJA Engineering, Inc. (16-01)</td>
<td>$198,724</td>
<td>$30,000</td>
</tr>
</tbody>
</table>

*Includes separate Professional Services Contracts

** as of 6/7/17
Corpus Christi Ship Channel - Channel Improvement Project (CCSC-CIP)

- **Project Elements:**
  - Widening and Deepening the CCSC to -52 feet MLT
  - Adding barge shelves on both sides of the ship channel across Corpus Christi Bay
  - Extending the La Quinta Channel 1.4 miles at -39 feet MLT
  - Constructing Ecosystem Restoration projects near Port Aransas and Ingleside on the Bay

- **CCSC-CIP Status**
  - Construction of Ecosystem Restoration Complete (2012)
  - La Quinta Extension Complete (2013)
  - Memorandum of Understanding with the Galveston District of the Corps of Engineers to Perform Sediment Testing Services Associated with Dredging the Entrance Channel of the Corpus Christi Ship Channel Channel Improvement Project (September 2016)
    - Allows for sediment sampling and analysis for dredge material from Contract 1 (Gulf of Mexico to Harbor Island) to be performed by the PCCA and those PCCA expenditures to be eligible for credit toward the PCCA’s cost-share requirement for the CCSC-CIP.
  - Cooperative Research and Development Agreement with U.S. Army Engineer Research and Development Center (November 2016)
    - Sediment Testing and Analysis for Entrance Channel Reach
      - Start Date: January 3, 2017
      - Estimated Completion Date: September, 2017

- **Authorizations:**
  - Water Resources Development Act (WRDA) of 2007 - Project Authorized
  - Water Resources Reform and Development Act (WRRDA) of 2014 - Project Re-Authorized
  - Water Infrastructure Improvements for the Nation (WIIN) Act signed into Law December 16, 2016
    - Increases the channel depth for the 25% non-federal cost share from 20’ – 45’ to 20’ – 50’
    - Increases the channel depth for the 50% non-federal cost share from depths in excess of 45’ to depths in excess of 50’
    - Includes language that clarifies the remaining separable elements of the Channel Improvement Project which will allow the Army Corps of Engineers to continue work on the Channel Improvement Project and allow it to be considered for construction appropriations during the Federal budget process.
    - Authorizes feasibility studies to investigate the widening and deepening of the La Quinta Channel from 45 feet to 52 feet and construction of a new turning basin near the entrance to the Inner Harbor, to provide a more effective, safe and efficient waterway.
Ongoing Ship Channel and PCCA Dock Slip Maintenance Dredging
- Corpus Christi Ship Channel to Viola Turning Basin/La Quinta Channel
  o Includes Upper Bay, Portions of Inner Harbor, Portions of La Quinta and PCCA Oil Docks 1, 2, 4, 7, 8, & 11, Cargo Docks 8 & 9, and Bulk Terminal Dock 2
  o Current Schedule:
    ▪ Start Date: December, 2016
    ▪ Estimated Completion Date: September, 2017

PCCA Channel Improvement Business Plan Study
Develop a planning document and business plan for the Corpus Christi Ship Channel System to provide a cogent, codified planning and informational document to assist PCCA in making planning decisions for the PCCA’s waterways, dredge material placement areas and beneficial use sites.
- Start Date: November, 2016
- Estimated Completion Date June, 2017

La Quinta Property Buffer Area Development
Surveying, development of conceptual buffer area layouts, and the acoustic modeling and analysis is near complete. Final engineering under negotiation. Construction scheduled to begin 4th Quarter 2017.
# Department of Engineering Services
## Project Design & Construction Status Report
### DESIGN PROJECTS

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Project Title</th>
<th>Project Manager</th>
<th>% Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14-036A</td>
<td>Ortiz Center Redevelopment Project (Preliminary Phase)</td>
<td>BF</td>
<td>20</td>
</tr>
<tr>
<td>14-061A</td>
<td>Maintenance Building Relocation</td>
<td>BF</td>
<td>10</td>
</tr>
<tr>
<td>15-016A</td>
<td>Tule Lake Rail Yard Upgrades and Modifications</td>
<td>BF</td>
<td>30</td>
</tr>
<tr>
<td>14-023A</td>
<td>Fire System Pressurization Upgrades at Oil Docks</td>
<td>BP</td>
<td>90</td>
</tr>
<tr>
<td>14-028B</td>
<td>Equipment Storage Building</td>
<td>BP</td>
<td>50</td>
</tr>
<tr>
<td>14-030A</td>
<td>Public Storage Pads Upgrade</td>
<td>BP</td>
<td>80</td>
</tr>
<tr>
<td>15-047A</td>
<td>Chiller Replacement at Ortiz Center</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>16-032A</td>
<td>General Improvements to Cargo Dock 9 Transfer Facility</td>
<td>BP</td>
<td>90</td>
</tr>
<tr>
<td>14-037A</td>
<td>La Quinta Terminal 600-FT Dock Development and 10-AC Yard</td>
<td>CM</td>
<td>90</td>
</tr>
<tr>
<td>09-019A</td>
<td>New Access Road to Good Hope DMPA</td>
<td>DJK</td>
<td></td>
</tr>
<tr>
<td>14-045B</td>
<td>Construction of 8-inch Water Line at La Quinta Property</td>
<td>DJK</td>
<td>90</td>
</tr>
<tr>
<td>15-043A</td>
<td>New Operator’s Cab for Gantry Crane</td>
<td>DLM</td>
<td>90</td>
</tr>
<tr>
<td>15-050A</td>
<td>Mike Carell Road Construction</td>
<td>DLM</td>
<td>90</td>
</tr>
<tr>
<td>15-061D</td>
<td>Security Grant 15 - Security Lighting along Fulton Corridor (25/75)</td>
<td>DLM</td>
<td>60</td>
</tr>
<tr>
<td>14-024A</td>
<td>Hoist Foundation &amp; Gangway Support at Oil Dock 7</td>
<td>JEM</td>
<td>60</td>
</tr>
<tr>
<td>17-016B</td>
<td>Structural Improvements and Cathodic Protection at Oil Dock 7</td>
<td>JEM</td>
<td>60</td>
</tr>
<tr>
<td>14-030B</td>
<td>Improvements to Pad 6 at the Bulk Terminal</td>
<td>LGD</td>
<td>10</td>
</tr>
<tr>
<td>15-040A</td>
<td>Concrete Paving Under Conveyor Belt 2</td>
<td>LGD</td>
<td>60</td>
</tr>
<tr>
<td>16-039A</td>
<td>Construction of Acceleration &amp; Deceleration Lanes at La Quinta Terminal</td>
<td>LGD</td>
<td>90</td>
</tr>
<tr>
<td>15-041A</td>
<td>Improvements to Fire Protection Systems at Oil Docks 4, 7, 11</td>
<td>NEF</td>
<td>50</td>
</tr>
<tr>
<td>14-047A</td>
<td>La Quinta Gateway Terminal Upland Buffer Area</td>
<td>PDC</td>
<td>30</td>
</tr>
<tr>
<td>Maintenance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16-018A</td>
<td>Roadway and Parking Lot Repairs (2016)</td>
<td>EM</td>
<td>60</td>
</tr>
<tr>
<td>16-047A</td>
<td>Resurfacing of North Side Open Storage Area</td>
<td>EM</td>
<td>40</td>
</tr>
<tr>
<td>16-023A</td>
<td>Main Water Line Valve Valves ($100,000) Replacement at Ortiz Center</td>
<td>JEM</td>
<td>10</td>
</tr>
<tr>
<td>15-032A</td>
<td>Bulk Dock 1 ($120,000) Storage Building Upgrades</td>
<td>LGD</td>
<td>100</td>
</tr>
<tr>
<td>15-032B</td>
<td>Bulk Dock 1 Storage Building Demolition</td>
<td>LGD</td>
<td>90</td>
</tr>
<tr>
<td>16-027A</td>
<td>Kay Bailey Hutchinson Road Maintenance</td>
<td>LGD</td>
<td>90</td>
</tr>
</tbody>
</table>
# CONSTRUCTION PROJECTS

<table>
<thead>
<tr>
<th>Capital</th>
<th>Project No.</th>
<th>Project Title</th>
<th>Project Manager</th>
<th>% Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>14-028A Bulk Terminal Office Renovation</td>
<td>14-028A</td>
<td>Bulk Terminal Office Renovation</td>
<td>BP</td>
<td>100</td>
</tr>
<tr>
<td>15-033A Reconstruction of Sam Rankin Road (24-76)</td>
<td>15-033A</td>
<td>Reconstruction of Sam Rankin Road (24-76)</td>
<td>BP</td>
<td>100</td>
</tr>
<tr>
<td>16-038A New Public Oil Dock 15</td>
<td>16-038A</td>
<td>New Public Oil Dock 15</td>
<td>BP</td>
<td>40</td>
</tr>
<tr>
<td>15-061C Security Grant 15 – Perimeter Fencing at Bulk Terminal (25-75)</td>
<td>15-061C</td>
<td>Security Grant 15 – Perimeter Fencing at Bulk Terminal (25-75)</td>
<td>CM</td>
<td>100</td>
</tr>
<tr>
<td>16-035A Viola Barge Basin Bulkhead Addition</td>
<td>16-035A</td>
<td>Viola Barge Basin Bulkhead Addition</td>
<td>DC</td>
<td>100</td>
</tr>
<tr>
<td>07-046C Tule Lake Foundation Removal</td>
<td>07-046C</td>
<td>Tule Lake Foundation Removal</td>
<td>DLM</td>
<td>20</td>
</tr>
<tr>
<td>13-032A Construction of Oil Dock 14</td>
<td>13-032A</td>
<td>Construction of Oil Dock 14</td>
<td>DLM</td>
<td>100</td>
</tr>
<tr>
<td>13-043A Nacres River Rail Yard Phase - II</td>
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