



**Notice of Meeting of the Port Commission of the
Port of Corpus Christi Authority of Nueces County, Texas, on
Tuesday, November 14, 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 October 17, 2017 Commission meetings.
[October 17, 2017 Minutes - Briefing](#)

- 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 report from Office Building Committee**
- 12. Presentations**
 - 12.a. Receive Barge Fire After Action Review.
 - 12.b. Receive update from the Coastal Bend Bays & Estuaries Program.
[Coastal Bend Bays & Estuaries - Presentation](#)
 - 12.c. Receive update from South Texas Military Facilities Task Force.
[South Texas Military Facilities Task Force - Presentation](#)
 - 12.d. Receive update from the United Corpus Christi Chamber of Commerce.
- 13. Open Agenda**
 - 13.a. Creation of special Ad Hoc Committee on 2018 Capital Financing by Commission Chairman and appointment of members.
 - 13.b. Adopt a Resolution Approving a Real Estate Sales Contract between PCCA, as Purchaser, and the Nueces County Road District Number 4, as Seller, and Authorizing the Execution of the Contract and Related Closing Documents.
[NCRD#4_Resolution - Memo](#)
[NCRD#4 Memo - Exhibit](#)
[NCRD#4 - Resolution](#)
 - 13.c. Approve PCCA's 3rd Quarter Financial Report.
[3rd Quarter Financial Report](#)
 - 13.d. Approve PCCA's 3rd Quarter Investment Report.
[3rd Quarter Investment Report](#)
 - 13.e. Award a Construction Contract in the Amount of \$2,303,200.00 to H & S

Constructors, Inc. the Lowest and Best Bidder Based on Bids Received on October 11, 2017, for the Fire Pressurization Upgrades at Oil Docks 1, 2 & 15 Project.

[OD Fire Press Award - Memo](#)

[OD Fire Press Award - Exhibit](#)

[OD Fire Press Award - Bid Tab](#)

- 13.f. Approve Temporary Rule Change to Tariff 100-A for 3 Hour Notice to Harbormaster for Vessel Movements.

[Temporary Rule Change - Memo](#)

[Temporary Rule Change - Notice](#)

14. 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.*

- 14.a. Approve a Professional Engineering Services Contract with Freese and Nichols, Inc. in the Amount of \$169,806 for Engineering Services Associated with Design for the Rincon West Storage Yard.

[Freese PSC Rincon - Memo](#)

[Freese PSC Rincon - Exhibit](#)

[Freese PSC Rincon - 3-PSC.pdf](#)

- 14.b. Approve a Professional Engineering Services Contract with Govind Development, LLC in the amount of \$85,000 for Engineering Services associated with Construction of Bulk Liquid Handling Facility at Bulk Terminal Dock 3.

[Govind PSC BD3 - Memo](#)

[Govind PSC BD3 - Contract](#)

- 14.c. Approve a Professional Services Contract with Unger Security Solutions, LLC (Craig Unger) in the Amount of \$51,875 for Professional Consulting Services Associated with the Design-Build process for the New Office Facility.

[Unger PSC - Memo](#)

[Unger PSC - Contract](#)

- 14.d. Approve a Professional Services Contract with Facility Programming and Consulting in the Amount of \$81,600 for Professional Consulting Services Associated with the New Office Facility.

[Facility Programming - Memo](#)

[Facility Programming - Contract](#)

- 14.e. Approve Fifth Modification of Lease Agreement with Corpus Christi Terminal Railroad, Inc. to relocate to a 1.2 acre tract south of Joe Fulton International Corridor and west of Mike Carrell Road, Nueces County, Texas.
[19959_CCTR_Amendment_to_Relocate_-_CM.docx](#)
[19959 CCTR Amendment to Relocate - Exhibit](#)
[19959 CCTR Amendment to Relocate - Amendment](#)
- 14.f. Approve an Amendment of Pipeline Easement Agreement with NuStar Logistics, L.P. for a Surface Site and Access Driveway, Located on the North Side of Joe Fulton International Trade Corridor and South of the South Shore Dredge Material Placement Area (Cell B), Nueces County, Texas.
[21748 NuStar Amendment for Surface Site - CM.docx](#)
[21748 NuStar Amendment for Surface Site - Exhibit](#)
[21748 NuStar Amendment for Surface Site - Amendment](#)
- 14.g. Approve an Amendment of Easement and Right of Way Agreement with AEP Texas, Inc. for the Installation of a 138kV Underground Electric Transmission Line on a 138.47 Acre Tract of Land West of US Highway 181 Frontage Road, San Patricio County, Texas.
[AEP 138.47 First Amendment to Easement and ROW - CM.docx](#)
[AEP 138.47 First Amendment to Easement and ROW - Exhibit](#)
[AEP 138.47 First Amendment to Easement and ROW - Amendment](#)
- 14.h. Reject bids received October 31, 2017, for Construction of the La Quinta Terminal Upland Buffer Area (Re-Bid) Project.
[LQ Buffer Recommendation - Memo](#)
[LQ Buffer Recommendation - Bid Tab](#)
- 14.i. Adopt a Resolution Approving a Memorandum of Agreement with the United States Army Corps of Engineers, Galveston District to Perform Work Associated with the Enforcement of Navigation Servitude for the Removal or Relocation of Pipelines Obstructing the Corpus Christi Ship Channel – Channel Improvement Project.

[CIP PPL MOA - Memo](#)
[CIP PPL MOA - Resolution](#)
[CIP PPL MOA - MOA](#)

15. Executive Director's and Commissioners' Comments

- 15.a. Receive Executive Director's Report on upcoming PCCA and community 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.

[Executive Director's Report](#)

- 15.b. Receive comments from Commissioners on any of the agenda items for this meeting, the PCCA's activities during the preceding month, upcoming PCCA events, and suggestions for future agenda items.

16. 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.

- 16.a. The Commission will go into executive session pursuant to §551.074 of the Texas Government Code to evaluate the performance of its Executive Director and Deputy Executive Director & Chief Operating Officer.
- 16.b. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate purchasing property in San Patricio County.
- 16.c. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate purchasing property on the south side of the Corpus Christi Ship Channel in Nueces County.
- 16.d. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate acquiring property in San Patricio County.
- 16.e. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate leasing property in Nueces and San Patricio Counties.

17. Reconvene Open Meeting

18. Adjourn

**OFFICIAL MINUTES OF PORT COMMISSION MEETING
OCTOBER 17, 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, October 17, 2017 at 8:00 a.m., for the regular monthly meeting of the Port Commission.

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

Absent: Mr. Wes Hoskins

Present: Mr. John P. LaRue
Mr. Sean Strawbridge
Mr. Dennis DeVries
Mr. Jarl Pedersen
Mr. Kent Britton
Mr. Darrin Aldrich
Ms. Patricia Cardenas
Ms. Rosie Collin
Mr. Kresten Cook
Mr. Russell Cordo
Mr. Tyler Fuhrken
Ms. Sarah Garza
Mr. David Krams
Mr. Ruben Medina
Ms. Sandra Terrell-Davis
Ms. Nelda Olivo

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

Others Present: Jessica Conrad
Ryan Hambleton
Kapil Longani
US House Committee on Oversight & Government Reform

1. Presentations:

1a. The Commission received presentations on the impacts of Hurricane Harvey and the resulting response and recovery efforts at the federal, state, and local levels.

1b. The Commission discussed this information with Staff members on the US House Committee on Oversight and Government Reform.

2. Adjourn: The meeting adjourned at 8:50 a.m.

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Mr. David Krams
Mr. Ruben Medina
Ms. Sandra Terrell-Davis
Ms. Nelda Olivo
Mr. Gilbert Acevedo
Ms. Lynn Angerstein
Mr. Steven Ashley
Mr. Eric Battersby
Mr. Bland Chamberlain
Ms. Audre Debler
Ms. Sherry DuBois
Mr. Sam Esquivel
Mr. Brett Flint
Ms. Natasha Fudge
Mr. James Haley
Mr. T.J. Gonzalez

Mr. Erin Hall
Ms. Donna James-Spruce
Mr. Dan Koesema
Ms. Sonya Lopez
Mr. Dave Michaelson
Ms. Leslie Ruta
Mr. David Villarreal
Mr. Bennie Benavides
Ms. Sandy Escobar
Ms. Teresa Longoria
Ms. Jennifer Powell
Mr. Jesse Samu
Ms. Pamela Mota
Mr. Miguel Rivera
Mr. Michael Cross
Mr. Austin DeGaish
Ms. Annie Archuleta
Mr. Craig Smith
Mr. Thomas Rios
Ms. Veronica Ramos
Ms. Rita Aracaju

Others Present:

Mr. Leo J. Welder, Jr.
Mr. Dane Bruun

Others Present:

Mr. Bob Paulison
Port Industries
Mr. Jeff Taylor
Mr. Frank Jordan, II
DRA
Mr. Rob Tully
GCGV
Mr. David Cave
CITGO
Mr. Gary Moore
City of Portland
Ms. Denise Skinner
NuStar Energy
Ms. Jane Gimler
Ingleside Chamber of Commerce
Mr. Tom Moore
Consultant
Ms. Sheldon Schroeder
Fresch Architects
Ms. Doreen Harrell
KCS/PR

Mr. Brad Smith
Security Title
Mr. Red Dotts
Ms. Nancy Zuniga
MDR
Mr. Richard Stracener
JM Davidson Construction Co.
Capt. Kevin Monaco
Aransas/CC Pilots Assn.
Mr. Ronald Berglund
Robstown Improvement District
Mr. Stefan Einfelt
Mr. Tom Vanlandinham
voestalpine Texas
Mr. Roger TenNapel
Flint Hills Resources

1. Meeting called to order.
2. Safety briefing presented.
3. Pledge of Allegiance recited.
4. Invocation given.
5. Conflict of Interest Affidavits: None were submitted.
6. **Minutes.**

6a. Action: On motion made by Mr. Valls and seconded by Mr. Engel, the Commission approved the minutes of the September 19, 2017 Commission meeting, in the form presented to the meeting.

7. **Public Comments:** Craig Paez with PenOak Corpus Christi announced that PenOak Terminals purchased Gravity Midstream assets on the west side of the ship channel and is looking forward to working with the Port.

Ms. Jane Gimler with the Ingleside Chamber of Commerce thanked the Port for its support.

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 on the committee's activities since the last regular Commission meeting.

10. **Long-Range Planning Committee Report:** The Chairman of the committee reported on the committee's activities since the last regular Commission meeting.
11. **Office Building Committee:** The Chairman of the committee reported on the committee's activities since the last regular Commission meeting.
12. **Presentations:**
 - 12a. The Commission received a presentation from San Patricio Economic Development Corporation.
 - 12b. The Commission received a presentation from the Corpus Christi Regional Economic Development Corporation.
 - 12c. The Commission received an update from voestalpine Texas Holdings.
 - 12d. The Commission received a presentation from Peter Mclees, SMART Development, on Building a High-Performance Culture.
 - 12e. The Commission received an update from Dell Richardson & Associates on the Hillcrest Voluntary Real Estate Acquisition and Relocation Program.
13. **Open Agenda:**
 - 13a. **Construction Contract with Ram-Bro Contracting, Inc.:** Staff recommended award of a construction contract to Ram-Bro Contracting, Inc., in the amount of \$320,050 for the Base Bid and in the amount of \$16.25 per cub yard for Additive Bid Item 2 for work associated with the Inner and Outer Harbor Land Management project to provide fill and to grade property at the former South Shore DMPA site. Staff further recommended that the Director of Engineering Services be granted a 5% contingency (\$16,002.50) in accordance with the PCCA's standard contingency guidelines for general construction projects.

Action: On motion made by Mr. Bowers and seconded by Mr. Squires, the Commission approved Staff's recommendations.
14. **Consent Agenda:** Mr. Bowers moved the approval of the 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.
 - 14a. By approval of the Consent Agenda Motion, the Commission approved the natural gas pipeline easement with the City of Corpus Christi to serve Maverick Terminals Corpus LLC and Bulk Liquid Handling Facility at Bulk Terminal Dock 3 and \$209,250.87 for the installation and construction of a natural gas supply pipeline.

14b. By approval of the Consent Agenda Motion, the Commission approved a construction contract, in the amount of \$83,500 to Russell Marine LLC, the lowest and best bidder based on bids received on October 6, 2017, for Oil Dock 4 ship fender system repairs.

14c. By approval of the Consent Agenda Motion, the Commission approved an amendment of lease agreement with NuStar Logistics, L.P. to extend the term of the existing lease agreement for a 4.32 acre tank farm located south of Joe Fulton International Trade Corridor and north of Permian Yard, Nueces County, Texas.

14d. Staff included a list of salvage PCCA personal property (i.e., items that are so worn, damaged or obsolete that they have no value for the purpose for which they were originally intended, and the expense to PCCA to attempt to sell each of these items would be more than the proceeds from the sale). By approval of the Consent Agenda Motion, the Commission authorized the destruction or disposition of this salvage property as worthless pursuant to Texas Water Code Section 62.122(b).

14e. By approval of the Consent Agenda Motion, the Commission approved an amended and restated lease agreement with M&G Resins USA, LLC for a 10-acre temporary construction laydown area at Rincon Industrial Park, Nueces County, Texas.

14f. By approval of the Consent Agenda Motion, the Commission approved the solicitation by request for proposal for FEMA Public Assistance Program Grant Management Services.

14g. By approval of the Consent Agenda Motion, the Commission approved the consent to change of pipeline product pursuant to an amendment of right-of-way agreement dated April 9, 2013 amending that certain easement dated August 30, 1951 granted by E.N. Tutt, et al, as Independent Executors and Trustees of the Joseph F. Green Estate to Houston Natural Gas Corporation changing the product specified in said easement agreement and said amendment from natural gas to oxygen.

14h. By approval of the Consent Agenda Motion, the Commission approved the easement agreement with the Texas Department of Transportation for 0.0159 acres (693 sq. ft.) of right-of-way associated with the US-181 Harbor Bridge Replacement Project.

14i. By approval of the Consent Agenda Motion, the Commission approved a Private Road Crossing Closure and Removal Agreement with Union Pacific Railroad and acceptance of a \$38,716 payment from UP for upgrading the alternate access to an all-weather road.

14j. By approval of the Consent Agenda Motion, the Commission approved a lease agreement with ARACOR, Inc. doing business as the Aransas-Corpus Christi Pilots for a .62 acre secure parking area and pilot boarding pier on Harbor Island, Nueces County, Texas.

15. Executive Director Report and Commissioner Comments:

15a. 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.

15b. Mr. Zahn then asked for comments from the Commissioners.

16. Recess Open Meeting and Convene Executive Session: At 11:05 a.m., Mr. Zahn announced the Commission would go into executive session pursuant to §551.071 and §551.072, of the Texas Government Code to deliberate agenda items 16a, 16b, 16c, 16d, 16e, and 16f, which were described in the agenda of the meeting as follows:

16a. The Commission will go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice on PCCA's policies.

16b. The Commission will go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice for PCCA's counsel in Re: Sherwin Alumina Company, LLC, et al, Debtors

16c. The Commission will go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice from PCCA's attorneys on PCCA's remedies under certain real property leases, a dock use agreement, and a real estate purchase option contract.

16d. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate purchasing property in San Patricio County.

16e. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate leasing property in San Patricio County to a third party.

16f. The Commission will go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice from PCCA's attorney concerning threatened litigation.

17. **Reconvene Open Meeting:** The Commission reconvened in open session at 12:55 p.m.
18. **Adjourn:** On motion duly made and seconded, the meeting was adjourned at 12:56 p.m.

Coastal Bend Bays & Estuaries Program

Protecting and Restoring the Bays & Estuaries of the
Texas Coastal Bend



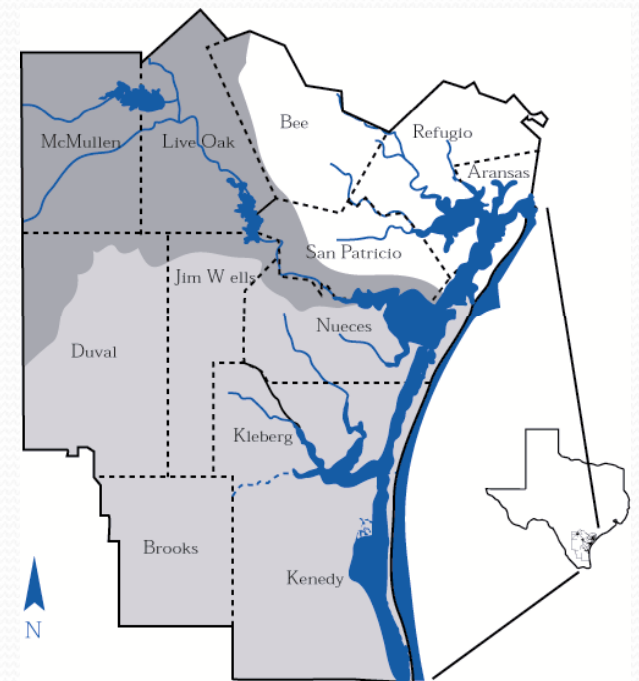
Ray Allen
Executive Director
rallen@cbbep.org

Mission and Priorities

Coastal Bend Bays & Estuaries Program is dedicated to protecting and restoring the health and productivity of the bays and estuaries in the Texas Coastal Bend, while supporting continued economic growth and public use of the bays.

Priorities

- ✓ Public Access and Recreation
- ✓ Environmental Education
- ✓ Water Quality and Freshwater Inflow
- ✓ Habitat Protection and Restoration
- ✓ Fish and Wildlife Conservation
- ✓ Maritime Commerce and Dredging
- ✓ Monitoring & Research



Serving the Community and the Environment

- Protect and restore 500,000+ acres of critical habitat
- Provide scientific and technical expertise for decision makers
- Conduct environmental research, restoration, and protection projects based on current needs (Implementation Teams)
- Partnership opportunities for local governments, conservation groups, business and industry
- Three key programs – Environmental Education, Land Conservation, Coastal Bird Program



Partners in Conservation

EPA
NOAA
GLO
TCEQ
TPWD
USFWS

Port of CC Authority
Port Industries of CC
CITGO
Celanese
Conoco Phillips
Flint Hills
Union Pacific
Fulton Construction
Gulf Coast Growth Venture

San Patricio County
Aransas County
Nueces County
City of Corpus Christi
City of Aransas Pass
City of Ingleside
City of Portland
City of Port Aransas
City of Rockport

Kleberg Foundation
Texas Parks & Wildlife Foundation
University of Saskatchewan
Ed Rachal Foundation
Coastal Bend Community Foundation

Partners in Conservation

American Bird Conservancy
Aransas Nat'l Wildlife Refuge
Aransas Pathways
Center for Coastal Studies
Coastal Bend Audubon Society
Coastal Bend Bays Foundation
Coastal Conservation
Association
Conrad Blucher Institute
Ducks Unlimited
Ed Rachal Foundation
Friends of Red Head Pond
Harte Research Institute
Holloman Price Foundation
International Crane Foundation
Kennedy Foundation

Mission Aransas NERR
Natural Resource Cons.
Service
Nueces River Authority
Padre Island Nat'l Seashore
San Antonio Bay Foundation
San Antonio Bay Partnership
Smithsonian
Texas A&M – CC
Texas State Soil & Water Cons.
Texas Water Resource
Institute
Trull Foundation
TX Water Development Board
University of Saskatchewan
UT Marine Science Institute



Fiscal Year 2017 Highlights



Delta Discovery

- Continue to see thousands of public school children on **Field Trips**
- **Homeschool Days** NEW
- Open to the public: **Nature Story Time** and **Family Picnic Days**
- NEW Classroom Building!



Coastal Bird Program

Migratory Bird Research: better understand the importance of the Coastal Bend in the Central Flyway by trapping and tagging species of concern

Discovering critical information with **tracking devices** on Black skimmers, Long-billed curlews, and Red knots

Coastal Bird Program

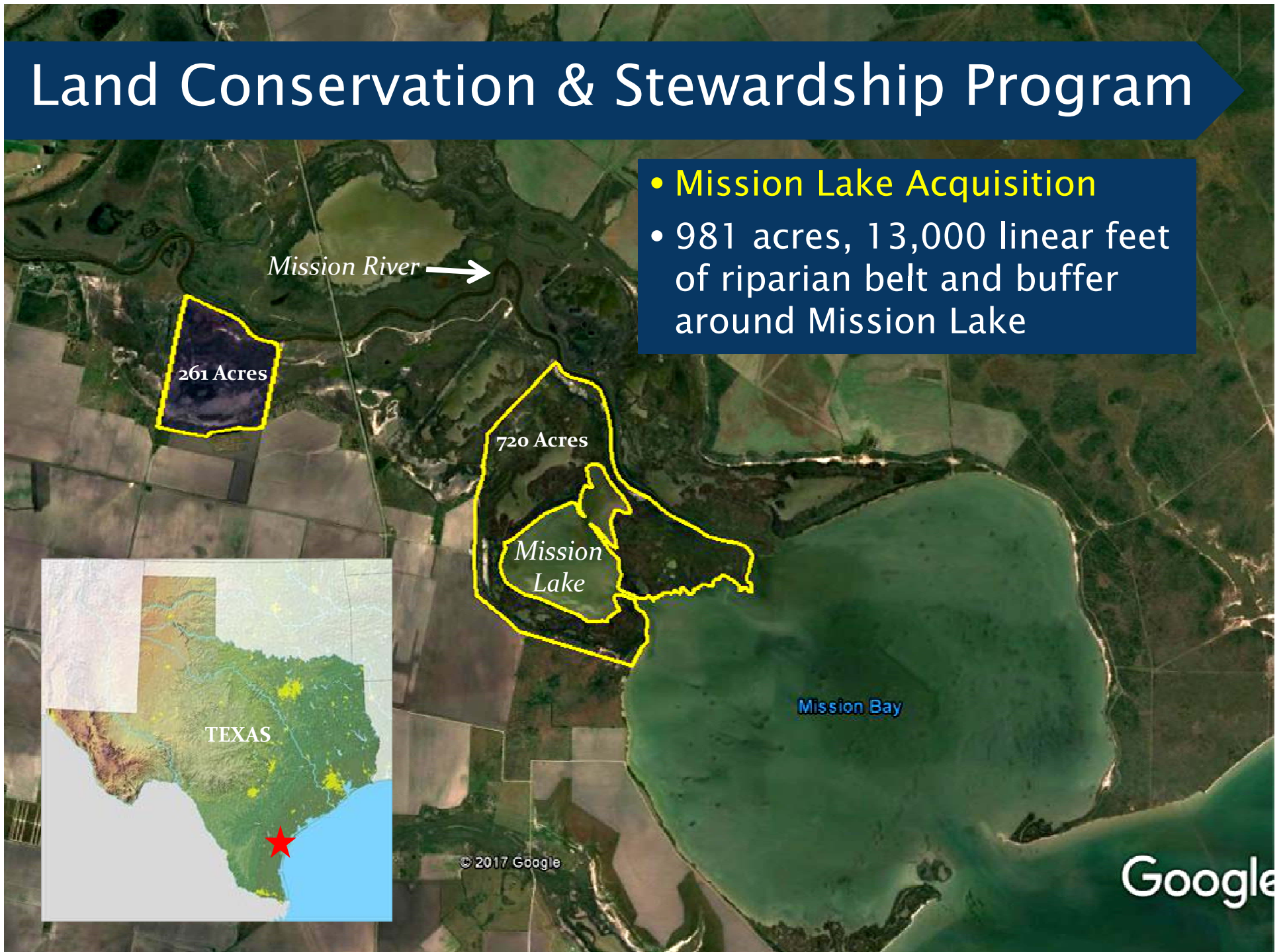
Colonial Waterbird Management: increase nesting success through predator control, planting vegetation, install nesting platforms, install informational signage



Upper and Lower Laguna Madre **Rookery Island Cleanups** remove harmful trash and debris from our rookery islands

Land Conservation & Stewardship Program

- **Mission Lake Acquisition**
- 981 acres, 13,000 linear feet of riparian belt and buffer around Mission Lake

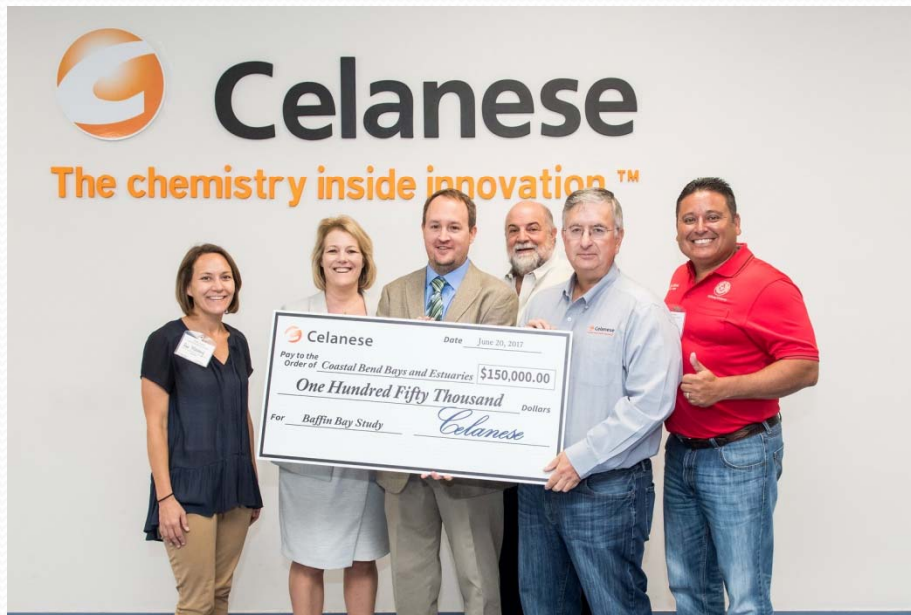


Land Conservation & Stewardship Program

- Pipeline Corridors
- Established 2 new corridors this last year through the Nueces Delta Preserve to help product carriers get gas and liquids through sensitive habitat areas



Celanese Continues Support in Baffin Bay



Baffin Bay Study
PUBLIC MEETING
August 8, 2017 • 5:30-7:30p



Kaufer-Hubert Memorial Park
644 Farm to Market Road 628 Exd, Riviera, TX 78379

JOIN US!

To hear about the latest Baffin Bay Study findings, next steps, and how YOU can help build 'a Better Baffin Bay'



Celanese



Nueces Bay Marsh Restoration: **Completed**



- 160 acres of marsh created
- \$5.3 million, 10-year effort
- This last year 240 volunteers, 720 hours, 10,000 Spartina plugs
- Public Access Improvements



Matagorda Island Restoration: **Completed**

- 2,500 acre hydrologic/marsh restoration
- \$1 million, multi-year effort



Indian Point Erosion Control: Upcoming

- Phase II Breakwaters on POCCA property
- Protect valuable habitat and infrastructure
- TGLO project, CBBEP and City of Portland local sponsors

LANMON AERIAL (361) 289-1120 #14120-02 FLOWN 12-09-14 ALL RIGHTS RESERVED

Hurricane Harvey



- Rookery islands heavily damaged
- Cleanup and restoration underway
- Nesting season begins in February
- Post-hurricane fundraising

Federal Funding Update



- EPA funding for FY18 is secure
- Still looking to diversify



Industry Partnership Opportunities



- CITGO – Caring for our Coast
- Port Industries of CC – Volunteer Day
- Flint Hills – Delta Discovery
- Pipeline corridors
- Mitigation opportunities

PICC Volunteers – Delta work days





Contact Information

(361) 336-0304
rallen@cbbep.org
info@cbbep.org

Stay Connected
www.cbbep.org



Coastal Bend Bays & Estuaries Program
CBBEP Coastal Bird Program
Coastal Bend Bays & Estuaries Program – Nueces Delta Preserve

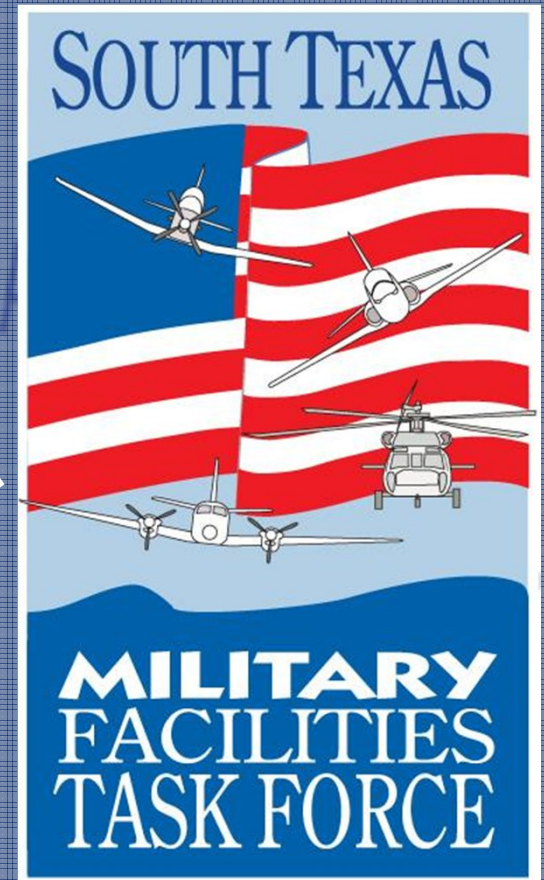
South Texas Military Facilities Task Force Report

Joe Guzman, Director

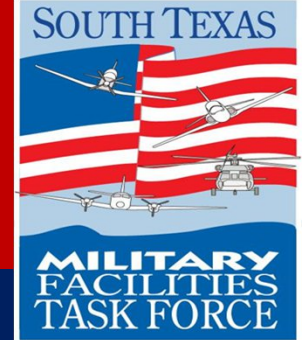
14 NOV 2017
Port Corpus
Christi
Commission



United Corpus Christi
CHAMBER of COMMERCE

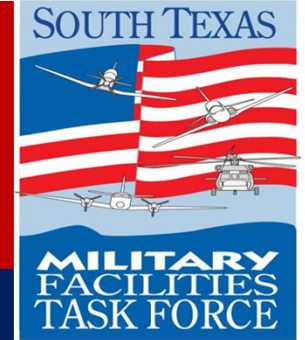


HOW WE SERVE THE COMMUNITY



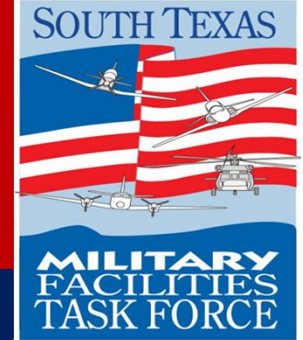
- Work to protect and expand South Texas Military Missions by cultivating relationships in Washington D.C. - specifically the Pentagon, and Austin
- Foster a military friendly atmosphere in South Texas
- Act as liaison between base leadership and community leadership

TASK FORCE FACTS



- Formed in 1976 – Carter Administration called for CCAD closure; interest in Homeport
- Base Closure and Realignment rounds in '88, '90, '91, '93, '95 and '05
- STMFTF currently 19 members and Executive Committee 8 members
- STMFTF meets quarterly and the Executive Committee meets monthly
- Task Force Members travel to Washington, DC on average twice a year to maintain a personal dialog with key defense related officials.

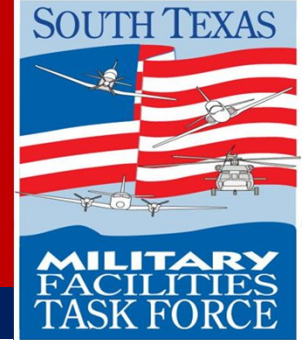
Our Stakeholders



Our major financial support comes from :

- Port of Corpus Christi
- City of Corpus Christi
- Regional Transportation Authority
- Nueces County
- San Patricio County
- Corpus Christi Regional Economic Corporation
- Privately owned businesses
- Banks
- Individuals

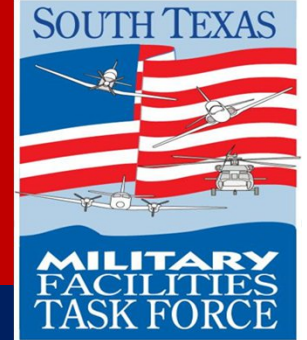
REPORT ON OCTOBER TRIP TO WASHINGTON, D.C.



Michael Cervone, Army Director of Maintenance, Policy, Programs and Processes

- Stated that regular community meetings very helpful in keeping him current on accomplishments and challenges at military facilities
- Lifecycle depot cost factors a focus and Army-wide business review soon
- Focus on the price of product delivered; process improvements valued
- Depots are the best means to control system maintenance and repair costs
- Depots prevent monopolies by the original equipment manufacturers (OEMs)
- Support needed for the administration defense budget
- CCAD on track for its current budget outlay rate
- Col. Lanceta receives high marks for leadership and resource management

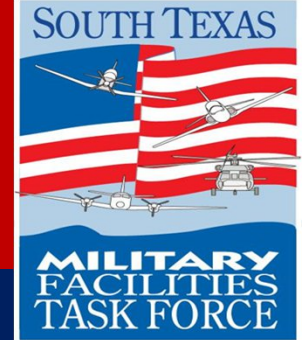
REPORT ON OCTOBER TRIP TO WASHINGTON, D.C.



Cervone, cont.

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- CCAD on track for its current budget outlay rate
- Col. Lanceta receives high marks for leadership and resource management

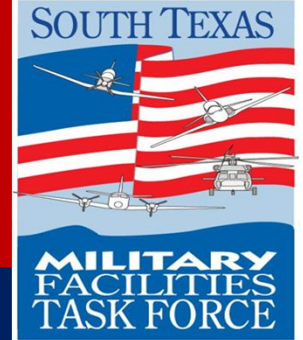
REPORT ON OCTOBER TRIP TO WASHINGTON, D.C.



Joseph Ludovici, Deputy Commander Naval Installations
Command

- Stated receives great value from community leader meetings and a good use of time
- Recommended keeping current the Joint Land Use Study (JLUS) plan
- In the ongoing force structure analysis: Navy finding underutilized capacity but not excess capacity or excess bases
- Navy needs all current training airspace, ranges and related air operations facilities
- Not feasible to retain all infrastructure; some buildings may go
- Base Commanders have a playbook to work with communities on needed projects, need community engagement to assist the Base Commanders
- NAS CC, CCAD and community collaboration can lower costs and improve military value
- Port is an important asset for the movement of CCAD helicopters to operational units

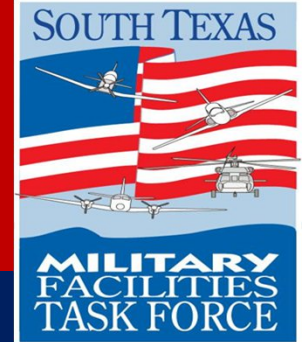
REPORT ON OCTOBER TRIP TO WASHINGTON, D.C.



Ludovici, cont.

- Base Commanders have a playbook to work with communities on needed projects, need community engagement to assist the Base Commanders
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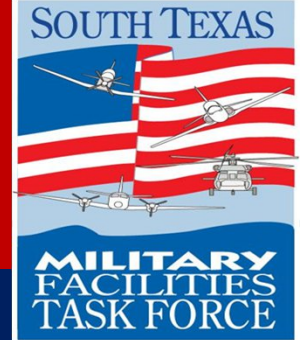
REPORT ON OCTOBER TRIP TO WASHINGTON, D.C.



Randall Robinson, Acting Assistant Secretary of the Army
(Installations, Energy and Environment) and Colonel Joy Curriera,
Army Operations Director

- Encouraged meetings with community leaders on a periodic basis and finds them useful
- Army is collecting data on hurricane damage
- Confirmed no BRAC round authorized this year but possibly for 2021
- Renewable energy makes sense in certain areas but only if it reduces costs
- Army needs to reduce excess facilities and related costs
- Urged STMFTF support for a new BRAC round

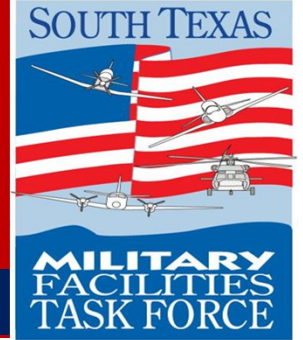
State Legislature Success



SB 277: Mission Preparedness Protection Act

- Signed into law by Governor Abbott on June 8, 2017.
- SB 277 prohibits the use of state-authorized local tax
- Abatements for wind projects that may jeopardize flight missions around a military base.

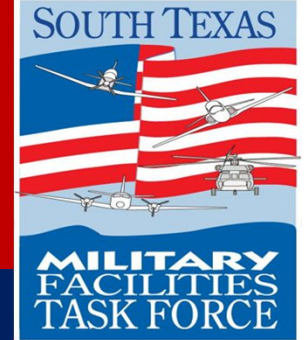
PENDING



Defense Economic Assistance Adjustment Grant (DEAAG)

- The City of Corpus Christi worked with NASCC and CCAD to apply for DEAAG funds from the State of Texas for two projects supporting NASCC and CCAD.
- The Texas Military Preparedness Commission will announce the awarded projects on December 14

RECENT NEWS



- DoD force structure report delivered to Congress
- Report accompanied by Secretary of Defense letter asking for approval of a future BRAC round
- DoD will seek to reduce excess infrastructure and redirect resources to force readiness needs with or without a formal BRAC process
- Continue to work with state of Texas to protect military, control encroachment and meet competition from other states

DATE: November 14, 2017

TO: Port Commission

FROM: Darrin Aldrich;
darrin@pocca.com
(361) 885-6169

Adopt a Resolution Approving a Real Estate Sales Contract between PCCA, as Purchaser, and the Nueces County Road District Number 4, as Seller, and Authorizing the Execution of the Contract and Related Closing Documents

SUMMARY: Staff is requesting a resolution approving a real estate sales contract between PCCA, as purchaser, and the Nueces County Road District Number 4, as seller, and authorizing the execution of the contract and related closing documents.

BACKGROUND: Over the course of the past several years PCCA has been evaluating the highest and best use of its land holdings at Harbor Island. One of the key impediments to development of Harbor Island is the lack of access to connect Harbor Island with infrastructure on the mainland of Aransas Pass. PCCA has been working with the Nueces County Road District Number 4 to coordinate the sale of a strip of land owned by the Road District Number 4 extending from Aransas Pass to Harbor Island that will provide that means of access to connect Harbor Island to the inland infrastructure. A survey and appraisal have been duly obtained and the terms and conditions of a conveyance of the strip of land from the Nueces County Road District Number 4 to the PCCA, Texas have been negotiated and agreed upon. The Nueces County Road District Number 4 has approved the terms and conditions of the purchase and sales agreement that is presented at this meeting of the Port Commission for approval.

ALTERNATIVES: Do not approve

CONFORMITY TO PORT POLICY: This Resolution is consistent with the PCCA Strategic Plan (Strategic Goal #4 – Foster compatible industrial and maritime development by acquiring and protecting land for industrial development and port related infrastructure).

EMERGENCY: N/A

FINANCIAL IMPACT: \$6.8 Million

STAFF RECOMMENDATION: Staff recommends approval of adopting a resolution approving a real estate sales contract between PCCA, as purchaser, and the Nueces

County Road District Number 4, as seller, and authorizing the execution of the contract and related closing documents.

DEPARTMENTAL CLEARANCES:

Originating Department Real Estate Services

Reviewed & Approved Darrin Aldrich
 Kent Britton

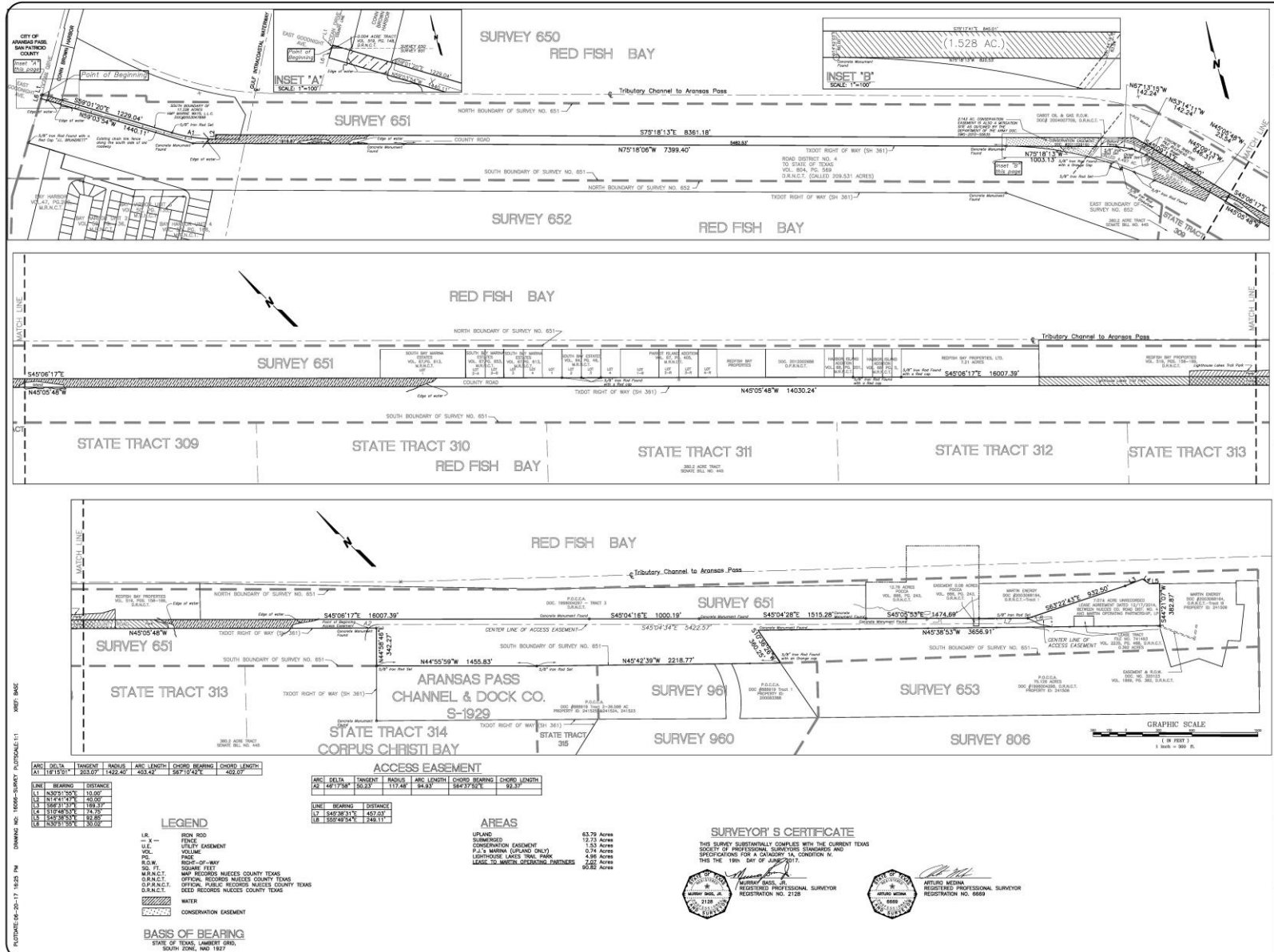
Legal Jimmy Welder
 Bruce Hawn

Senior Staff John P. LaRue
 Sean Strawbridge
 Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Resolution
Memo Exhibit

Adopt a Resolution Approving a Real Estate Sales Contract between PCCA, as Purchaser, and the Nueces County Road District Number 4, as Seller, and Authorizing the Execution of the Contract and Related Closing Documents



Adopt a Resolution Approving a Real Estate Sales Contract between PCCA, as Purchaser, and the Nueces County Road District Number 4, as Seller, and Authorizing the Execution of the Contract and Related Closing Documents



**RESOLUTION APPROVING A REAL ESTATE SALES CONTRACT BETWEEN
THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY,
TEXAS, AS PURCHASER, AND THE NUECES COUNTY ROAD DISTRICT
NUMBER 4, AS SELLER, AND AUTHORIZING THE EXECUTION OF THE
CONTRACT AND RELATED CLOSING DOCUMENTS**

WHEREAS, the Nueces County Road District Number 4 (“**NCRD#4**”) is the owner of 90.82 acres of land, more or less, in Nueces County, Texas, which is more particularly described in **Exhibit A** attached hereto (“**Property**”); and

WHEREAS, the Port Commission of the Port of Corpus Christi Authority of Nueces County, Texas (“**PCCA**”), has considered a Real Estate Sales Contract (“**Contract**”) for the purchase of the Property at this meeting; and

WHEREAS, PCCA’s staff recommends approval of the Contract;

NOW, THEREFORE, BE IT RESOLVED BY THE PORT COMMISSION THAT:

Section 1. The purchase of the Property from the NCRD#4 in accordance with the terms and conditions of the Contract in substantially the form presented to this meeting (the “**Transaction**”) is hereby approved.

Section 2. The Chairman of the Port Commission and PCCA’s Executive Director are each hereby severally authorized and directed, for and on behalf of PCCA, to execute and deliver the Contract in substantially the form presented to this meeting, with such changes therein as shall be approved by PCCA’s counsel and the officer executing the Contract, such officer’s execution thereof to constitute conclusive evidence of such approval. The Contract as executed and delivered is referred to herein as the “**Executed Contract**.”

Section 3. The Chairman, Executive Director, and Deputy Executive Director & Chief Operating Officer are each hereby severally authorized and directed, for and on behalf of PCCA, to close the Transaction pursuant to and in accordance with the terms and conditions of the Executed Contract without any further actions or approvals by the Port Commission.

Section 4. In connection with the closing of the Transaction, the Chairman, Executive Director, and Deputy Executive Director & Chief Operating Officer are each hereby severally authorized and directed, for and on behalf of PCCA, to execute and deliver the Deed attached to the Executed Contract in substantially the form attached to the Executed Contract, with such changes therein as shall be approved by PCCA’s counsel and the officer executing the Deed, such officer’s execution thereof to constitute conclusive evidence of such approval.

Section 5. In connection with the closing of the Transaction, the Executive Director, and Deputy Executive Director & Chief Operating Officer are each hereby severally authorized and directed, for and on behalf of PCCA, to execute and deliver the following documents after the legal form of such documents has been approved by PCCA’s counsel: (i) closing statement and

any other documents required by the Title Company in order to close the Transaction; and (ii) any other documents or certificates necessary to close the Transaction.

Section 6. The Executive Director and Deputy Executive Director & Chief Operating Officer are each hereby severally authorized and directed to execute, attest, seal, and deliver any and all additional certificates, documents, affidavits, or other papers and to do any and all things he deems necessary to close the Transaction and to carry out the intent and purposes of this Resolution.

Section 7. This Resolution is hereby adopted by the Port Commission on November 14, 2017.

BASS & WELSH ENGINEERING

TX Registration No. F-52
Survey Registration No. 100027-00

P.O. Box 6397
Corpus Christi, TX 78466-6397

February 20, 2017

Field Note Description

Being a tract situated in Nueces County, Texas, being generally described as that 279.607 acre tract described in the deed from Aransas Dock and Channel Company to Road District No. 4, save and except that portion of the 279 acres lying within State Survey 651 described as Parcel No. 1 in the deed from Road District No. 4 to the State of Texas as described in the deed recorded in Volume 804 at Page 569 of the Deed Records of Nueces County, Texas, and containing a called 209.531 acres; that 0.004 acre tract out of Survey 650, described in the deed to Nueces County Road District No. 4 from Port Aransas Causeway Company described as Parcel 2 in the deed recorded in Volume 519 at Page 148 of the Deed Records of Nueces County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the intersection of the centerline of East Goodnight Avenue with the east line of Ocean Drive in the City of Aransas Pass, Texas and on the centerline of the old Aransas Harbor Terminal Railway Track (now removed) said point being the northwest corner of Aransas Pass Channel and Dock Company, Patented State Survey No. 651, the southwest corner of State Survey 650 and the southwest corner of the heretofore referenced 0.004 acre tract for a corner of this tract;

THENCE N 30°51'55" E a distance of 10.00 feet to the northwest corner of the 0.004 acre tract for the northwest corner of this tract;

THENCE S 59°01'20" E along the northeast line of the 0.004 acre tract at 34.26 feet pass the south corner of the 0.004 acre tract to a point in the north boundary of the 209.531 acre tract and in all a distance of 1229.04 feet to the point of curvature of a curve to the left;

THENCE along said curve to the left in an easterly direction, whose radius is 1422.40 feet a distance of 403.42 feet to a point for an interior corner of this tract (corner falls along Gulf Intracoastal Waterway);

THENCE N 14°41'47" E a distance of 40.00 feet to a point for a corner of this tract (corner falls along Gulf Intracoastal Waterway);

THENCE continuing along the north line of the called 279.607 acre tract S 75°18'13" E a distance of 8361.18 feet to a point for a corner of this tract (corner falls in water adjacent to Tributary Channel to Aransas Pass);

THENCE S 45°09'13" E a distance of 799.20 feet to a point for a corner of this tract (corner falls in water adjacent to Tributary Channel to Aransas Pass);

THENCE S 45°06'17" E a distance of 16007.39 feet to a concrete monument found with a 2" metal pipe in concrete for a corner of this tract;

THENCE S 45°04'16" E a distance of 1000.19 feet to a concrete monument found with a 2" metal pipe in concrete for a corner of this tract;

THENCE S 45°04'28" E a distance of 1515.28 feet to a concrete monument found for a the most westerly corner of the 12.79 acre tract recorded in volume 686, page 243 in the deed records of Nueces county Texas and being a corner of this tract;

THENCE S 45°05'53" E along the south boundary of the 12.79 acre tract at 368.84 feet pass a concrete monument found with 4" drain tile in concrete, at 1029.00 feet pass the most southerly corner of the 12.79 acre tract and in all distance 1474.69 feet to a 5/8 inch iron rod set for a corner of this tract, said point being in the westmost corner of the 7.07 acres, leased to Martin Operating Partnership;

THENCE S 63°22'43" E along the north boundary of the 7.07 acre lease a distance of 932.50 feet to a point for a corner of this tract;

THENCE S 66°31'37" E a distance of 169.37 feet to a point for a corner of this tract;

THENCE S 10°48'53" E a distance of 74.75 feet to a point for an interior corner of this tract;

THENCE S 45°38'53"E a distance of 92.85 feet to a point in the northwest corner of the Martin Energy Tract described in the deed recorded under Clerk's File No. 2003068164, Official Records of Nueces County, Texas for the northeast corner of this tract;

THENCE S 44°21'07" W along the west boundary of the Martin Energy Tract a distance of 382.87 feet to a point for the southeast corner of this tract, said point lying in the north boundary of that 75.126 acre tract described in the deed and bill of sale from FinTEX Pipeline Company to Port of Corpus Christi Authority of Nueces County, Texas recorded under Clerk's File No. 1996004298, Official Records of Nueces County, Texas;

THENCE N 45°38'53" W along the north boundary of the 75.126 acre tract a distance of 3656.91 feet to a concrete monument found for the northwest corner of the 75.126 acres and an interior corner of this tract;

THENCE S 10°36'26" W along the west boundary of the 75.126 acre tract, a distance of 360.25 feet to a 5/8 inch iron rod found for a corner of this tract, said point lying in the south boundary of Survey 651 and the north boundary of Survey 961;

THENCE N 45°42'39" W along the south boundary of Survey 651, at 2,000.00 feet, more or less, pass the northwest corner of Survey 961 and northeast corner of Refugio Script 1929, a distance of 2218.77 feet to a 5/8 inch iron rod set for an intermediate corner of this tract

THENCE continuing along the north boundary of Refugio Script 1929, N 44°55'59" W a distance of 1455.83 feet to a 5/8 inch iron rod set for a corner of this tract;

THENCE N 44°58'46" E a distance of 342.27 feet to a concrete monument found for an interior corner of this tract, said point lying in the north right-of-way line of State Highway 361;

THENCE N 45°05'48" W with the north right-of-way line of State Highway 361 a distance of 14,030.24 feet to a point in the water for an interior corner of this tract, said point being the eastmost corner of a called 4.497 acre tract described in the deed from the State of Texas to Nueces County, Texas recorded under Clerk's File No. 2010043146, Official Records of Nueces County, Texas;

THENCE N 45°05'48" W along the north boundary of the 4.497 acre tract a distance of 23.54 feet to a point in the water for an intermediate corner of this tract;

THENCE continuing along the north boundary of the 4.497 acre tract N 45°09'13" W, a distance of 646.31 feet to a chisel mark set in concrete on a boat ramp for an intermediate corner for this tract;

THENCE continuing along the north boundary of the 4.497 acre tract N 53°14'11" W, a distance of 142.24 feet to a 5/8 inch iron rod set for an intermediate corner of this tract;

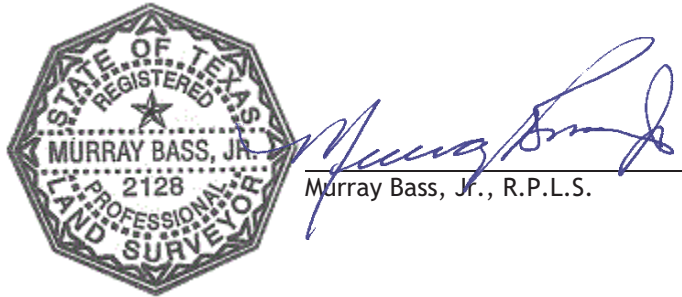
THENCE continuing along the north boundary of the 4.497 acre tract N 67°13'15" W, a distance of 142.24 feet to a 5/8 inch iron rod set for an intermediate corner of this tract;

THENCE continuing along the north boundary of the 4.497 acre tract N 75°18'13" W, a distance of 1,003.13 feet to a concrete monument found for an intermediate corner of this tract;

THENCE N 75°18'06" W at 5,482.53 feet pass a found concrete monument and in all a distance of 7,399.40 feet to a concrete monument found for an intermediate corner of this tract;

THENCE N 59°03'54" W a distance of 1,440.11 feet to a point in the east boundary of Ocean Drive in the City of Aransas Pass for the northwest corner of this tract;

THENCE N 30°51'55" E a distance of 30.02 feet to the **POINT OF BEGINNING** forming a tract embracing 90.82 acres.



Note: Basis of Bearing is State of Texas Lambert Grid, South Zone, NAD 1927



FINANCIAL REVIEW

For the Quarter Ended September 30, 2017



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Moving America's Energy



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

STATEMENT OF NET POSITION							
	September	December	Annual Change	%	September	Year-Over-Year Change	%
	2017	2016			2016		
Cash/ Investments	\$ 195,173,719	\$ 185,629,316	\$ 9,544,403	5%	\$ 185,194,433	\$ 9,979,286	5%
A/R	\$ 24,190,287	\$ 28,733,764	\$ (4,543,477)	-16%	\$ 32,029,735	\$ (7,839,448)	-24%
Restricted Assets	\$ 62,797,484	\$ 70,859,926	\$ (8,062,442)	-11%	\$ 71,573,783	\$ (8,776,299)	-12%
P P & E, net	\$ 427,103,046	\$ 390,123,868	\$ 36,979,178	9%	\$ 378,600,884	\$ 48,502,162	13%
Other	\$ 1,851,578	\$ 1,772,905	\$ 78,673	4%	\$ 4,153,407	\$ (2,301,829)	-55%
Total Assets	\$ 711,116,114	\$ 677,119,779	\$ 33,996,335	5%	\$ 671,552,242	\$ 39,563,872	6%
Deferred Outflows-Pension	\$ 5,529,207	\$ 5,529,207	\$ -	0%	\$ 1,958,889	\$ 3,570,318	182%
Total Deferred Outflows	\$ 5,529,207	\$ 5,529,207	\$ -	0%	\$ 1,958,889	\$ 3,570,318	182%
Current Liabilities	\$ 9,737,706	\$ 9,817,273	\$ (79,567)	-1%	\$ 7,709,507	\$ 2,028,199	26%
Unearned Income	\$ 44,244,184	\$ 34,146,050	\$ 10,098,134	30%	\$ 36,466,861	\$ 7,777,323	21%
Long-term Debt	\$ 110,640,000	\$ 110,640,000	\$ -	0%	\$ 115,000,000	\$ (4,360,000)	-4%
Other	\$ 5,908,061	\$ 5,781,876	\$ 126,185	2%	\$ 4,477,705	\$ 1,430,356	32%
Total Liabilities	\$ 170,529,951	\$ 160,385,199	\$ 10,144,752	6%	\$ 163,654,073	\$ 6,875,878	4%
Deferred Inflows-Pension	\$ 180,958	\$ 180,958	\$ -	0%	\$ -	\$ 180,958	100%
Total Deferred Inflows	\$ 180,958	\$ 180,958	\$ -	0%	\$ -	\$ 180,958	100%
Investment in Net Assets	\$ 334,645,287	\$ 306,107,673	\$ 28,537,614	9%	\$ 292,330,890	\$ 42,314,397	14%
Restricted Net Position	\$ 36,753,817	\$ 36,031,915	\$ 721,902	2%	\$ 36,034,035	\$ 719,782	2%
Unrestricted Net Position	\$ 174,535,308	\$ 179,943,241	\$ (5,407,933)	-3%	\$ 181,492,133	\$ (6,956,825)	-4%
Total Net Position	\$ 545,934,412	\$ 522,082,829	\$ 23,851,583	5%	\$ 509,857,058	\$ 36,077,354	7%

Revenues & Expenses

STATEMENT OF REVENUES AND EXPENSES							
	September YTD			Change			
	2017		2016	Budget	%	Actual	%
	Actual	Budget	Actual				
Wharfage	\$ 34,247,189	\$ 36,546,489	\$ 31,094,656	\$ (2,299,300)	-6%	\$ 3,152,533	10%
Dockage	\$ 9,682,914	\$ 9,860,764	\$ 9,204,516	\$ (177,850)	-2%	\$ 478,398	5%
Security	\$ 4,855,763	\$ 5,908,686	\$ 4,498,518	\$ (1,052,923)	-18%	\$ 357,245	8%
Other Shipping Services	\$ 6,933,151	\$ 7,481,537	\$ 6,078,909	\$ (548,386)	-7%	\$ 854,242	14%
Building and Land Rental	\$ 11,456,487	\$ 9,133,715	\$ 9,097,286	\$ 2,322,772	25%	\$ 2,359,201	26%
Total Operating Revenues	\$ 67,175,504	\$ 68,931,191	\$ 59,973,885	\$ (1,755,687)	-3%	\$ 7,201,619	12%
Employee Services	\$ 16,770,098	\$ 18,017,071	\$ 14,588,112	\$ (1,246,973)	-7%	\$ 2,181,986	15%
Maintenance	\$ 2,915,379	\$ 6,626,870	\$ 4,827,033	\$ (3,711,491)	-56%	\$ (1,911,654)	-40%
Utilities/ Telephone	\$ 1,019,714	\$ 950,695	\$ 992,848	\$ 69,019	7%	\$ 26,866	3%
Insurance	\$ 1,100,469	\$ 1,249,042	\$ 1,270,792	\$ (148,573)	-12%	\$ (170,323)	-13%
Prof/ Contracted Services	\$ 5,333,154	\$ 6,138,877	\$ 4,754,725	\$ (805,723)	-13%	\$ 578,429	12%
Operator/ Event Expenses	\$ 1,251,169	\$ 1,229,063	\$ 1,194,077	\$ 22,106	2%	\$ 57,092	5%
Admin/Trade Dvlp/Other	\$ 3,011,849	\$ 3,316,198	\$ 2,911,387	\$ (304,349)	-9%	\$ 100,462	3%
Depreciation	\$ 9,416,248	\$ 9,846,065	\$ 9,764,809	\$ (429,817)	-4%	\$ (348,561)	-4%
Total Operating Expenses	\$ 40,818,080	\$ 47,373,881	\$ 40,303,783	\$ (6,555,801)	-14%	\$ 514,297	1%
Net Operating Income(Loss)	\$ 26,357,424	\$ 21,557,310	\$ 19,670,102	\$ 4,800,114	22%	\$ 6,687,322	34%
Interest Income	\$ 2,502,845	\$ 1,217,025	\$ 1,442,185	\$ 1,285,820	106%	\$ 1,060,660	74%
Other Revenue	\$ 124,895	\$ 190,686	\$ 82,320	\$ (65,791)	-35%	\$ 42,575	52%
Gain(Loss) Disposal of Assets	\$ (15,127)	\$ -	\$ (64,527)	\$ (15,127)	-100%	\$ 49,400	-100%
Interest/Bond Expense	\$ (3,091,314)	\$ (3,088,183)	\$ (3,114,816)	\$ (3,131)	0%	\$ 23,502	-1%
Other Expense	\$ (7,039,353)	\$ (4,078,128)	\$ (4,042,621)	\$ (2,961,225)	73%	\$ (2,996,732)	74%
Other Revenue(Expenses)	\$ (7,518,054)	\$ (5,758,600)	\$ (5,697,459)	\$ (1,759,454)	-31%	\$ (1,820,595)	-32%
Net Income(Loss)	\$ 18,839,370	\$ 15,798,710	\$ 13,972,643	\$ 3,040,660	19%	\$ 4,866,727	35%



Tonnage/Ships & Barges

TONNAGE								
	September		Mth Over Mth Change	%	YTD		Year Over Year Change	%
	2017	2016			2017	2016		
Bulk Grain	387,152	516,050	(128,898)	-25%	3,830,567	2,675,428	1,155,139	43%
Break Bulk	11,867	31,012	(19,145)	-62%	353,543	237,713	115,830	49%
Dry Bulk	504,864	459,413	45,451	10%	5,283,225	5,471,095	(187,870)	-3%
Liquid Bulk	-	99,616	(99,616)	-100%	345,102	351,210	(6,108)	-2%
Chemicals	107,426	164,345	(56,919)	-35%	1,771,015	1,620,688	150,327	9%
Crude-Inbound	1,231,074	1,473,886	(242,812)	-16%	11,402,931	11,741,954	(339,023)	-3%
Crude-Outbound	2,556,084	1,707,774	848,310	50%	19,314,171	13,678,889	5,635,282	41%
Petroleum	3,022,140	3,877,102	(854,962)	-22%	32,702,892	34,354,269	(1,651,377)	-5%
Total Tonnage	7,820,607	8,329,198	(508,591)	-6%	75,003,446	70,131,246	4,872,200	7%

SHIP & BARGE MOVEMENTS								
	September		Mth Over Mth Change	%	YTD		Year Over Year Change	%
	2017	2016			2017	2016		
Ships	149	145	4	3%	1,367	1,239	128	10%
Barges	242	394	(152)	-39%	3,296	3,447	(151)	-4%
Total Ship & Barges	391	539	(148)	-27%	4,663	4,686	(23)	0%



Capital Projects

CAPITAL PROJECTS						
	Annual Budget	Actual Y-T-D	Balance Remaining	Baseline Budget Y-T-D	Actual Y-T-D	Variance
Authority Oil Docks	\$ 21,529,100	\$ 13,864,395	\$ 7,664,705	\$ 20,404,100	\$ 13,864,395	\$ (6,539,705)
Dry Cargo Docks	\$ 3,800,000	\$ 25,396	\$ 3,774,604	\$ 1,825,000	\$ 25,396	\$ (1,799,604)
Canals & Basins	\$ 14,040,000	\$ 14,316,589	\$ (276,589)	\$ 11,239,997	\$ 14,316,589	\$ 3,076,592
Bulk Terminal	\$ 11,925,303	\$ 3,733,572	\$ 8,191,731	\$ 5,075,300	\$ 3,733,572	\$ (1,341,728)
La Quinta	\$ 4,200,000	\$ 2,306,994	\$ 1,893,006	\$ 3,094,994	\$ 2,306,994	\$ (788,000)
Property & Buildings	\$ 46,930,744	\$ 5,016,767	\$ 41,913,977	\$ 14,285,819	\$ 5,016,767	\$ (9,269,052)
Railroads	\$ 6,100,000	\$ 6,361,868	\$ (261,868)	\$ 5,415,000	\$ 6,361,868	\$ 946,868
Security & Sec Grants	\$ 1,291,208	\$ 119,497	\$ 1,171,711	\$ 1,172,456	\$ 119,497	\$ (1,052,959)
Port Operations	\$ 377,000	\$ 482,840	\$ (105,840)	\$ 377,000	\$ 482,840	\$ 105,840
Administration	\$ 2,105,159	\$ 194,551	\$ 1,910,608	\$ 727,673	\$ 194,551	\$ (533,122)
Total Capital Projects	\$ 112,298,514	\$ 46,422,469	\$ 65,876,045	\$ 63,617,339	\$ 46,422,469	\$ (17,194,870)

Bond Projects

BOND PROJECT PROCEEDS - (As of September 30, 2017)

	Bond Project Proceeds	Bond Issuance Expenses	Net Bond Project Proceeds	Bond Project Expenditures	Transfer Remaining Proceeds on Closed Projects	Remaining Bond Project Proceeds
Land	\$ 34,960,000	\$ (346,544)	\$ 34,613,456	\$ (35,075,365)	\$ 461,909	\$ -
Oil Dock 14	\$ 28,000,000	\$ (277,552)	\$ 27,722,448	\$ (27,722,448)	\$ -	\$ -
Access Road & Rail	\$ 10,000,000	\$ (99,126)	\$ 9,900,874	\$ (26,724)	\$ -	\$ 9,874,150
Tule Lift Bridge	\$ 18,000,000	\$ (178,426)	\$ 17,821,574	\$ (6,018,965)	\$ -	\$ 11,802,609
West Barge Mooring Area	\$ 7,280,000	\$ (72,164)	\$ 7,207,836	\$ (6,745,927)	\$ (461,909)	\$ -
NRRY Phase II	\$ 6,000,000	\$ (59,475)	\$ 5,940,525	\$ (5,940,525)	\$ -	\$ -
La Quinta-Aquatic Habitat	\$ 4,020,000	\$ (39,849)	\$ 3,980,151	\$ (3,235,897)	\$ -	\$ 744,254
La Quinta-Mitigation Buffer	\$ 3,940,000	\$ (39,055)	\$ 3,900,945	\$ (335,053)	\$ -	\$ 3,565,892
La Quinta Dock	\$ 2,800,000	\$ (27,755)	\$ 2,772,245	\$ (2,715,483)	\$ -	\$ 56,762
Total Bond Projects	\$ 115,000,000	\$ (1,139,946)	\$ 113,860,054	\$ (87,816,387)	\$ -	\$ 26,043,667



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INVESTMENT REPORT

For the Quarter Ended
September 30, 2017



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- **Compliance Statement**
- **Executive Summary**
- **Investment Values and Yield Returns**
- **Allocation Analysis**
- **Portfolio Balances**
- **Weighed Average Maturities (WAM)**
- **Rates**
- **Benchmarks**
- **Appendix**
 - ❖ **Investment Portfolio Report**
 - ❖ **Investment Transactions**



Compliance Statement

We believe the investment information presented for the quarter ending September 30, 2017, is accurate in all material respects, and is presented in a manner that fairly sets forth the investment standing of the Port of Corpus Christi Authority (Authority).

This report was prepared in compliance with the Authority's Investment Policy, Investment Strategy, and the Public Funds Investment Act of the State of Texas (Texas Government Code 2256.023).

Dennis J. DeVries
Director of Finance

Audre Debler
Chief Accountant



Executive Summary

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 September 30, 2017. As of that date, the Authority had a total of approximately \$258.3 million invested in a local government investment pools, money market accounts, commercial paper, agencies, treasuries, and certificates of deposit.

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:

June 30, 2017

Beginning Book	\$ 262,457,439
Beginning Market	\$ 261,873,974
Unrealized Gain/(Loss)	\$ (583,465)
WAM	243 Days
Net Quarterly Yield	0.943%
Yield at End of Quarter	0.959%
Benchmark for Quarter	1.120%
Earnings for Quarter	\$ 598,871

September 30, 2017

Ending Book	\$ 258,276,707
Ending Market	\$ 257,738,193
Unrealized Gain/(Loss)	\$ (538,514)
WAM	196 Days
Net Quarterly Yield	0.968%
Yield at End of Quarter	0.962%
Benchmark for Quarter	1.240%
Earnings for Quarter	\$ 632,261



Asset Detail

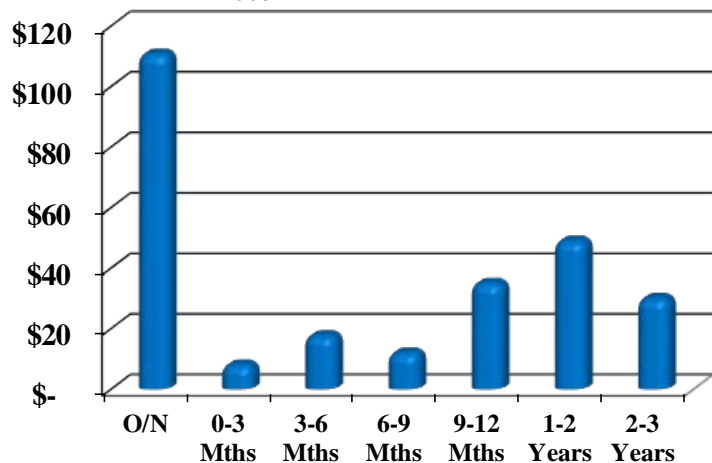
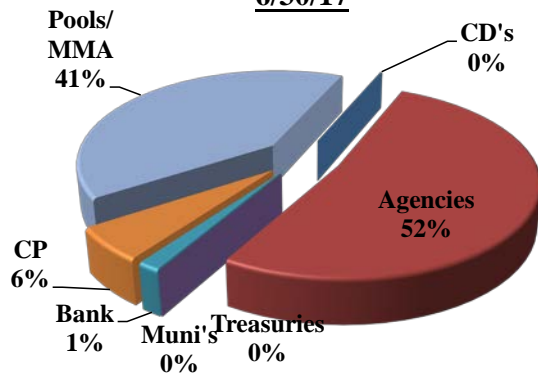
	Values	Yields
Bank	\$ 40,996,405	0.810%
Texpool	\$ 26,043,667	1.015%
Texpool Prime	\$ 47,256,049	1.264%
Money Market Account	\$ 248,620	1.080%
Certificates of Deposit	\$ 245,000	1.250%
Commercial Paper	\$ 9,999,631	1.353%
Federal Agencies	\$ 133,487,335	1.085%
Total	\$ 258,276,707	0.962%



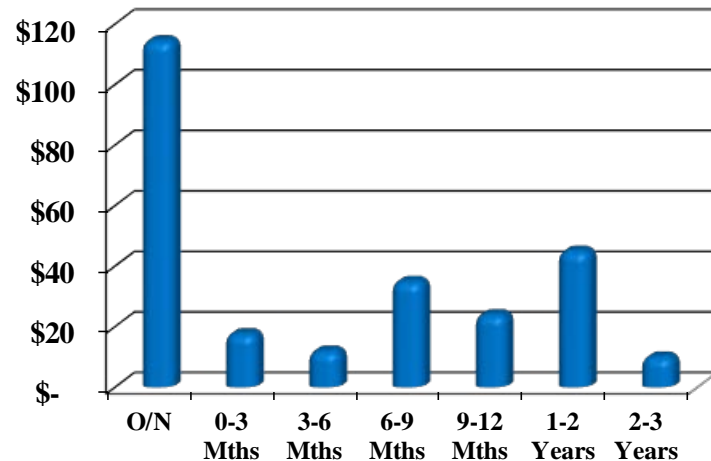
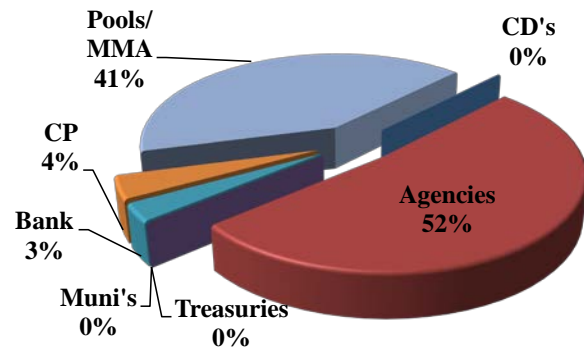
Allocation Analysis

Asset Allocation

6/30/17



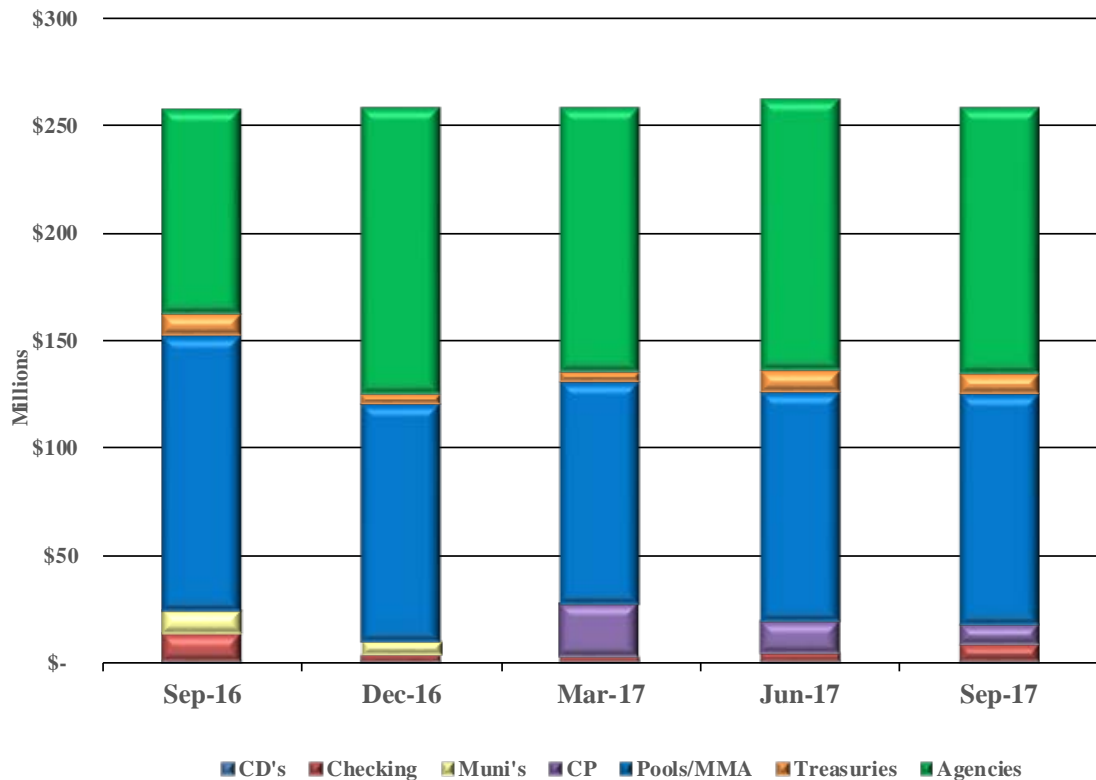
09/30/17



Maturity Allocation (in Millions)

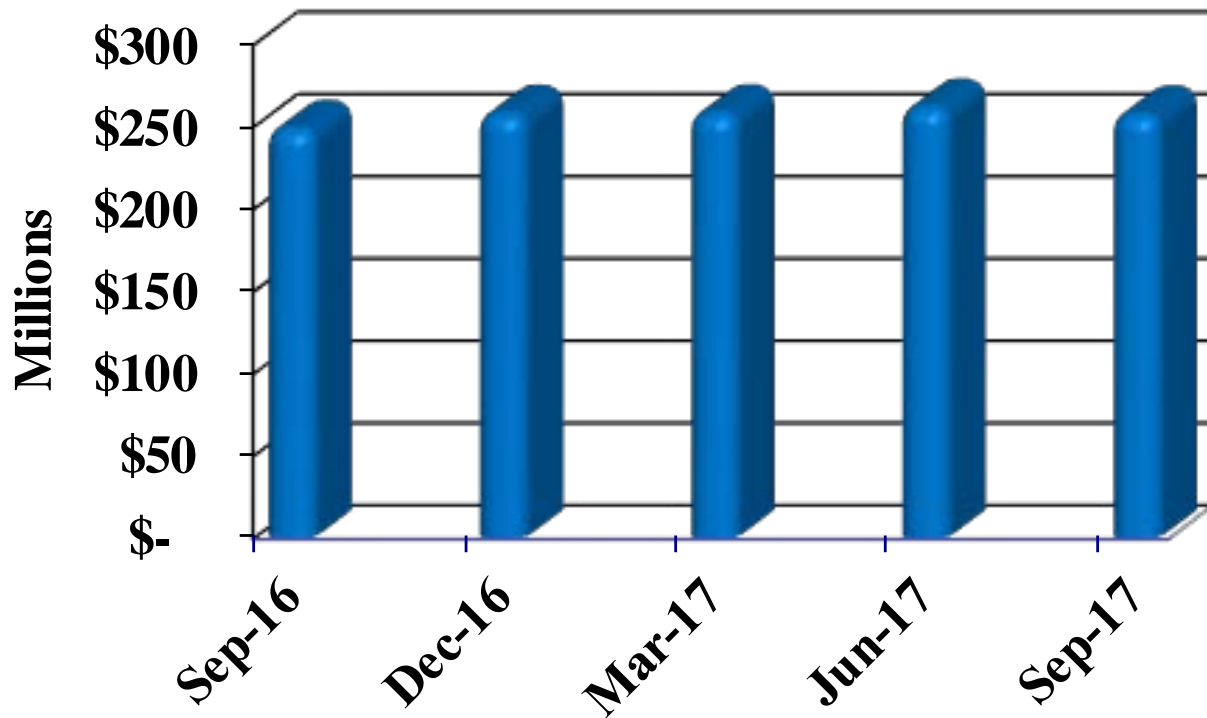


Quarterly Asset Allocation



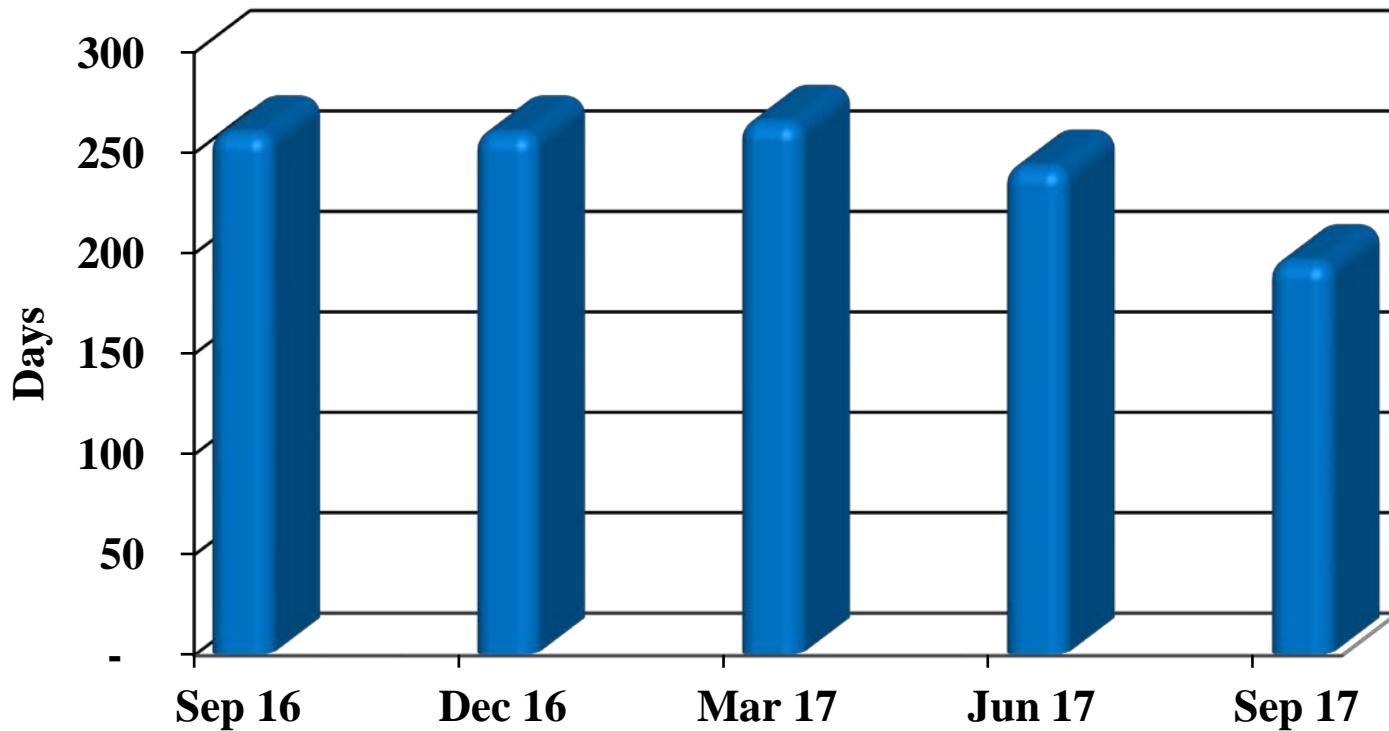


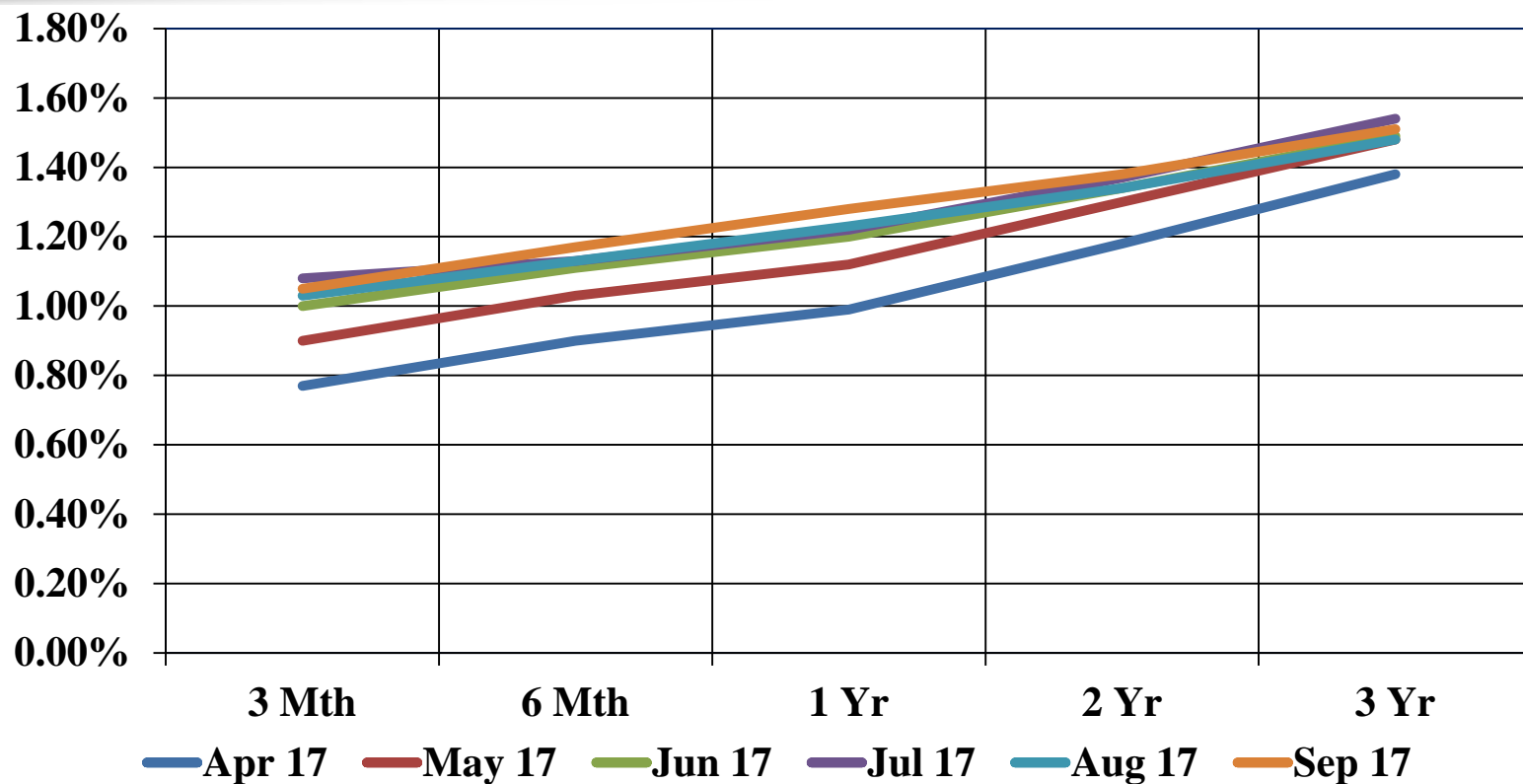
Portfolio Balances

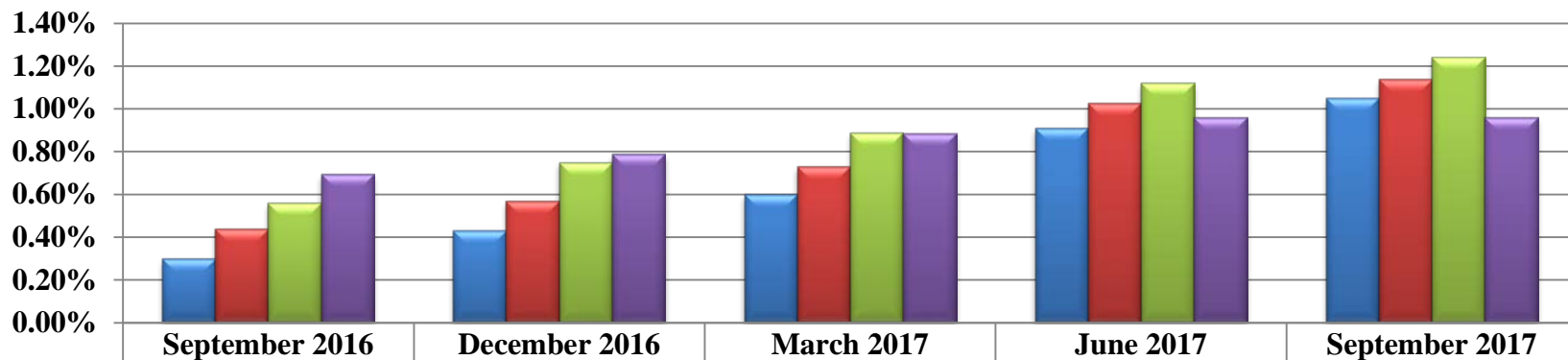




Weighted Average Maturity (WAM)







	September 2016	December 2016	March 2017	June 2017	September 2017
3 Month Treasury	0.300%	0.430%	0.600%	0.910%	1.050%
6 Month Treasury	0.440%	0.570%	0.730%	1.030%	1.140%
1 Year Treasury	0.560%	0.750%	0.890%	1.120%	1.240%
Portfolio Yield	0.695%	0.788%	0.883%	0.959%	0.962%

■ 3 Month Treasury ■ 6 Month Treasury ■ 1 Year Treasury ■ Portfolio Yield



	Q2-2016	\$ Impact
Investment Portfolio	0.968%	
3 Mth Treasury Bill	1.050%	-\$53,375
6 Mth Treasury Bill	1.140%	-\$111,958
12 Mth Treasury Bill	1.240%	-\$177,050



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Appendix



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Investment Portfolio

Port of Corpus Christi Authority Investment Portfolio Report For the Quarter Ended September 30, 2017

Purchase Date	Type	Maturity Date	Days to Maturity at Purchase	Remaining Days to Maturity	Coupon Rate	Book Yield (%)	Par Value	Book Value	Market Value	Unrealized Gain/Loss	Quarterly Accrued Interest
09/30/2017	Operating Fund	10/01/2017	1	1	0.000%	0.000%	\$ 7,149,192	\$ 7,149,192	\$ 7,149,192	\$ -	\$ -
09/30/2017	Vendor Fund	10/01/2017	1	1	0.000%	0.000%	\$ 516,240	\$ 516,240	\$ 516,240	\$ -	\$ -
09/30/2017	Payroll Fund	10/01/2017	1	1	0.000%	0.000%	\$ 4,089	\$ 4,089	\$ 4,089	\$ -	\$ -
09/30/2017	Asset Forfeiture Fund	10/01/2017	1	1	0.010%	0.010%	\$ 14,215	\$ 14,215	\$ 14,215	\$ -	\$ 2
Total Bank							\$ 7,683,737	\$ 7,683,737	\$ 7,683,737	\$ -	\$ 2
09/30/2017	TEXPOOL	10/01/2017	1	1	1.015%	1.015%	\$ 26,043,667	\$ 26,043,667	\$ 26,043,667	\$ -	\$ 77,621
09/30/2017	TEXPOOL-Prime	10/01/2017	1	1	1.264%	1.264%	\$ 47,256,049	\$ 47,256,049	\$ 47,256,049	\$ -	\$ 147,132
09/30/2017	Wells Fargo MDMF	10/01/2017	1	1	0.081%	0.081%	\$ 33,312,669	\$ 33,312,669	\$ 33,312,669	\$ -	\$ 8,017
09/30/2017	East West Bank - MMA	10/01/2017	1	1	1.080%	1.080%	\$ 248,620	\$ 248,620	\$ 248,620	\$ -	\$ 655
Total Pools/MMA							\$ 106,861,005	\$ 106,861,005	\$ 106,861,005	\$ -	\$ 233,426
03/24/2017	Ridgefield Funding CP	07/14/2017	112	0	1.265%	1.265%	\$ -	\$ -	\$ -	\$ -	\$ 2,275
06/29/2017	Anglesea Funding CP	10/02/2017	95	2	1.334%	1.334%	\$ 5,000,000	\$ 4,999,815	\$ 4,999,815	\$ -	\$ 16,994
06/29/2017	Chesam Finance CP	10/02/2017	95	2	1.334%	1.334%	\$ 5,000,000	\$ 4,999,815	\$ 4,999,815	\$ -	\$ 16,994
Total Commercial Paper							\$ 10,000,000	\$ 9,999,631	\$ 9,999,631	\$ -	\$ 36,264
10/18/2016	Certificate of Deposit-1st Community	10/18/2017	365	18	1.250%	1.250%	\$ 245,000	\$ 245,000	\$ 245,000	\$ -	\$ 772
Total Certificate of Deposits							\$ 245,000	\$ 245,000	\$ 245,000	\$ -	\$ 772
07/14/2015	FHLMC Call Note	07/14/2017	731	0	0.900%	0.900%	\$ -	\$ -	\$ -	\$ -	\$ 975
11/24/2015	FFCB Note	11/19/2018	1,091	414	1.290%	1.281%	\$ 5,000,000	\$ 5,000,493	\$ 4,991,180	\$ (9,313)	\$ 16,016
11/24/2015	FHLMC Note	11/17/2017	724	47	0.940%	0.990%	\$ 5,000,000	\$ 4,999,684	\$ 4,999,170	\$ (514)	\$ 12,249
11/24/2015	FNMA Note	05/21/2018	909	232	0.875%	1.165%	\$ 5,000,000	\$ 4,990,897	\$ 4,987,220	\$ (3,677)	\$ 14,499
05/27/2016	FFCB Note	02/16/2018	630	138	0.750%	0.940%	\$ 5,000,000	\$ 4,996,478	\$ 4,991,060	\$ (5,418)	\$ 11,723
07/29/2016	FFCB Call Note	01/11/2018	531	102	0.690%	0.829%	\$ 7,000,000	\$ 7,000,000	\$ 6,991,159	\$ (8,841)	\$ 12,075
08/23/2016	FHLM Call Note	08/23/2018	730	326	1.125%	1.112%	\$ 7,000,000	\$ 7,000,000	\$ 6,985,636	\$ (14,364)	\$ 27,500
08/23/2016	FNMA Call Note	08/23/2019	1,095	691	1.100%	1.100%	\$ 10,000,000	\$ 10,000,000	\$ 9,856,010	\$ (143,990)	\$ 19,688
08/24/2016	FHLM Call Note	05/24/2018	638	235	1.000%	1.000%	\$ 5,000,000	\$ 5,000,000	\$ 4,989,620	\$ (10,380)	\$ 12,500
09/06/2016	FNMA Call Note	09/06/2019	1,095	705	1.125%	1.125%	\$ 10,000,000	\$ 10,000,000	\$ 9,901,180	\$ (98,820)	\$ 28,125
09/12/2016	FNMA Note	12/20/2017	464	80	0.875%	0.720%	\$ 2,500,000	\$ 2,500,845	\$ 2,498,810	\$ (2,035)	\$ 4,506
10/06/2016	FHLM Call Note	04/12/2018	553	193	0.875%	0.875%	\$ 10,000,000	\$ 10,000,000	\$ 9,982,090	\$ (17,910)	\$ 21,875
10/06/2016	FHLM Call Note	09/06/2018	700	340	1.000%	1.005%	\$ 7,000,000	\$ 7,000,000	\$ 6,978,181	\$ (21,819)	\$ 17,500
10/27/2016	FHLM Call Note	07/27/2018	638	299	0.900%	0.900%	\$ 10,000,000	\$ 10,000,000	\$ 9,970,930	\$ (29,070)	\$ 22,500
10/28/2016	FHLMC Call Note	10/25/2019	1,092	754	1.300%	1.300%	\$ 10,000,000	\$ 10,000,000	\$ 9,931,940	\$ (68,060)	\$ 32,500
11/08/2016	FFCB Call Note	01/25/2019	808	481	1.230%	1.184%	\$ 5,000,000	\$ 5,000,000	\$ 4,976,400	\$ (23,600)	\$ 15,375
11/08/2016	FFCB Call Note	02/22/2019	836	509	1.150%	1.112%	\$ 5,000,000	\$ 5,000,000	\$ 4,962,290	\$ (37,710)	\$ 14,375
11/28/2016	FHLMC Call Note	11/28/2018	730	423	1.050%	1.050%	\$ 5,000,000	\$ 5,000,000	\$ 4,970,650	\$ (29,350)	\$ 13,125
04/19/2017	FRMAC Call Note	04/19/2018	365	200	1.250%	1.250%	\$ 10,000,000	\$ 10,000,000	\$ 9,994,320	\$ (5,680)	\$ 31,250
05/08/2017	FRMAC Note	04/18/2019	710	564	1.430%	1.467%	\$ 5,000,000	\$ 4,997,215	\$ 4,992,250	\$ (4,965)	\$ 18,325
05/08/2017	FHLM Note	06/08/2018	396	250	1.250%	1.199%	\$ 5,000,000	\$ 5,001,723	\$ 4,998,725	\$ (2,998)	\$ 14,997
Total Treasuries/Agencies							\$ 133,487,335	\$ 133,487,335	\$ 133,487,335	\$ -	\$ 354,728
Total Investments							\$ 258,276,742	\$ 258,276,707	\$ 257,738,193	\$ (538,544)	\$ 633,261

SUMMARY:	Total	Bank	Pools/ MMA	Commercial Paper	CD's	Treasuries/ Agencies	Municipal Securities
Valuation Date:	09/30/2017						
Book Value:	\$ 258,276,707	\$ 7,683,737	\$ 106,861,005	\$ 9,999,631	\$ 245,000	\$ 133,487,335	\$ -
% of Portfolio	100.00%	2.98%	41.37%	3.87%	0.09%	51.68%	0.00%
Average Maturity:	196 Days	1 Days	1 Days	2 Days	18 Days	378 Days	0 Days
Average Rate of Return:	0.959%	0.000%	0.834%	1.334%	1.250%	1.085%	0.000%



Investment Transactions

Transaction Date	Purchase Date	Description	Coupon	Yield	Maturity Date	Par Value	Transaction Price	Total Cost	Interest Purchased (Sold)	Total Transaction
<u>Purchases:</u>										
Total Purchases						\$ -		\$ -	\$ -	\$ -
Transaction Date	Purchase Date	Description	Coupon	Yield	Maturity Date	Par Value	Transaction Price	Total Cost	Interest Received	Maturity Proceeds
<u>Maturities:</u>										
07/14/2017	07/14/2015	FHLMCC	0.900%	0.900%	07/14/2017	\$ 3,000,000	100.00	\$ 3,000,000	\$ 13,500	\$ 3,013,500
07/14/2017	03/24/2017	Ridgefield Funding CP	1.265%	1.265%	07/14/2017	\$ 5,000,000	100.00	\$ 5,000,000	\$ -	\$ 5,000,000
Total Maturities						\$ 8,000,000		\$ 8,000,000	\$ 13,500	\$ 8,013,500
Total Net Transactions						\$ (8,000,000)		\$ (8,000,000)	\$ (13,500)	\$ (8,013,500)

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DATE: November 14, 2017

TO: Port Commission

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

**ANTICIPATED
STAFF PRESENTER:** Bert Perez, P.E.
Senior Project Engineering

Award a Construction Contract in the Amount of \$2,303,200.00 to H & S Constructors, Inc. the Lowest and Best Bidder Based on Bids Received on October 11, 2017, for the Fire Pressurization Upgrades at Oil Docks 1, 2 & 15 Project.

SUMMARY: Staff recommends the award of a construction contract to H & S Constructors, Inc. for the Fire Pressurization Upgrades at Oil Docks 1, 2 & 15 project. On October 11, 2017, staff received 3 responses to our Notice to Bidders (see attached Bid Tabulation). H & S Constructors, Inc., submitted the lowest and best bid at \$2,303,200.00.

BACKGROUND: In 2014, the PCCA performed a preliminary assessment to determine the feasibility of improving fire protection capability for PCCA public Oil Docks 1, 2, 6, 8, 9, 10, and 12 in the Inner Harbor. The study was initiated when significant upgrades were completed in 2013 at the Avery Point Oil Docks (PCCA Public Oil Docks 3, 4, 7, and 11), where a dry pipe system requiring the Refinery Terminal Fire Company (RTFC) to respond and provide firewater was replaced with an on-demand, on-site fire water storage tank and pump system. The 2014 assessment's conclusion was that providing upgrades to Oil Docks 1 and 2, similar to what was provided at the Avery Point Oil Docks, was a priority; that fire system upgrades for the existing pressurized systems at Oil Docks 8, 9, and 10 were suitably functioning; and that upgrades to the dry pipe fire systems at Oil Docks 6 and 12, the two lesser utilized used public barge docks, were not as critical nor recommended to be performed at that time (improvements to those systems will be scheduled at a later date).

Oil Docks 1 and 2, which are highly utilized ship and barge docks used currently by NuStar and Gavlion, and along with Oil Dock 15, which is under construction and will be operational in 2018, are located on the north side of the Corpus Christi Ship Channel near the Harbor Bridge. The docks' fire protection system currently consists of a dry pipe system with two fire monitors at each oil dock. There is no on-site water supply or foam capability available at these docks, and fire response relies primarily on the RTFC and

the PCCA's fire barge. Recommended improvements at Oil Docks 1 and 2 and new service to Oil Dock 15 would be similar to what was provided at Avery Point, and these improvements include providing a pressurized fire water system consisting of an approximately 300,000 gallon freshwater storage tank and a fire water pump to sufficiently supply approximately two hours of continuous water flow at 2,500 gallons per minute for fire response at any of these three dock facilities.

The scope of work for this project generally includes the construction of a structural steel, auger-cast pile supported water storage tank, supplying and installing a housed pump system, underground piping to Oil Docks 1, 2, and 15's existing or new dry fire water piping systems, a horizontal bore under Navigation Boulevard and the existing railroad lines for connection to the City water supply, the installation of a back flow preventer, upgrading existing fire nozzles, and installing foam canisters at Oil Docks 1, 2, and 15. In addition, electrical service will require construction of a new AEP approved transformer concrete foundation, and all associated electrical services to the fire pump system.

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.

FINANCIAL IMPACT: The Engineering budget included \$1,600,000 in 2017 for the Fire Pressurization Upgrades at North Bank Oil Terminal Facilities project; however, the budget amount only included costs to provide protection to Oil Docks 1 and 2 and was not updated to extend the service to Oil Dock 15 nor the need to provide deep foundation piles to support the firewater storage tank.

STAFF RECOMMENDATION: Staff recommends award of a contract to H & S Constructors, Inc. in the amount of \$2,303,200.00 for the Base Bid. Staff further recommends that the Director of Engineering Services be granted a 3% contingency in accordance with the PCCA's standard contingency guidelines for general construction projects. Total potential construction contract cost for this project, including contingency is \$2,372,296.00.

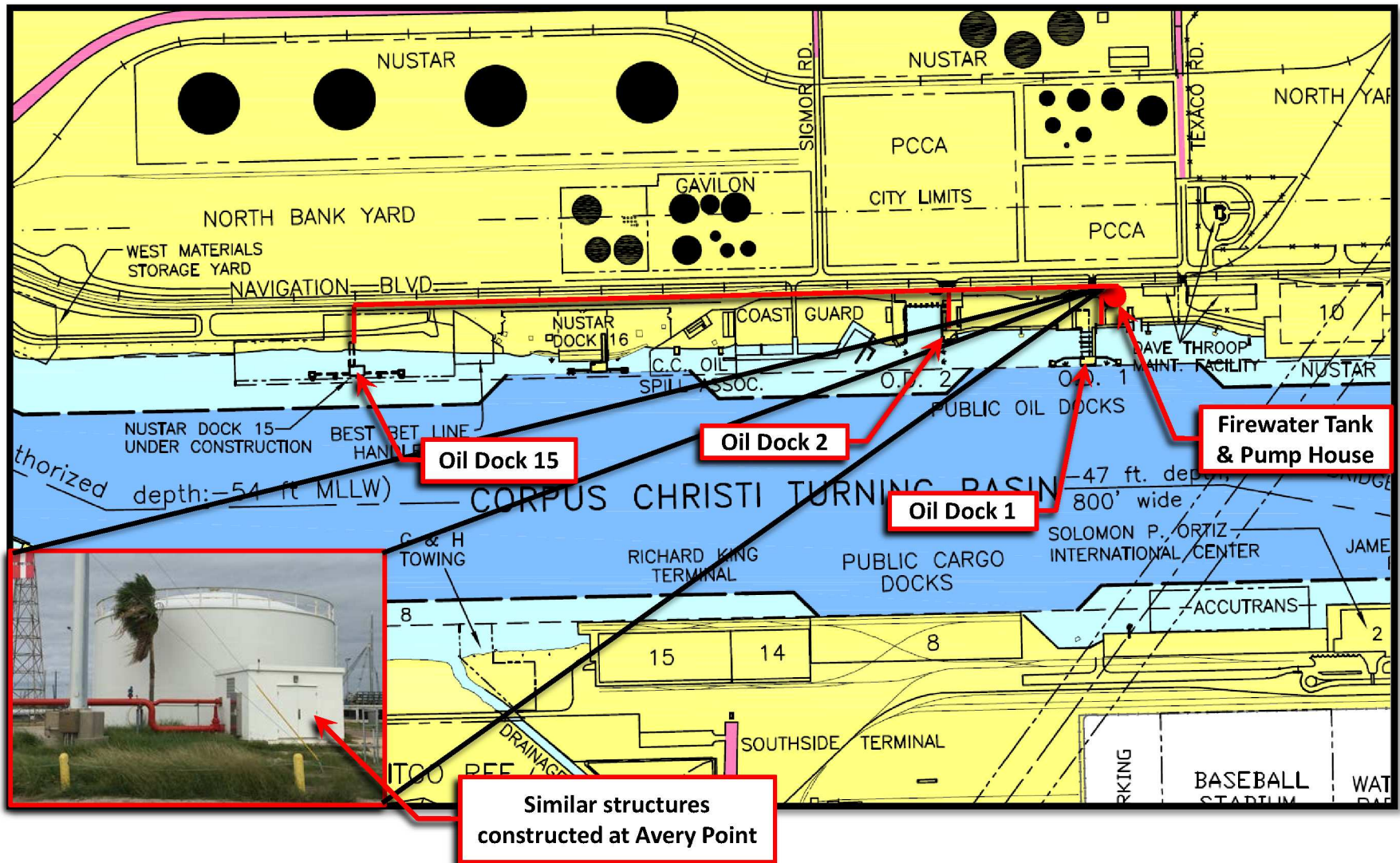
DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Dave Michaelsen
	Bert Perez
Legal	N/A – Used PCCA’s Standard Construction Contract
Senior Staff	John LaRue
	Sean Strawbridge
	Dennis DeVries

LIST OF SUPPORTING DOCUMENTS:

Map Exhibit
Bid Tabulation

Fire Pressurization at Oil Docks 1, 2 & 15





**BID TABULATION FOR
FIRE PRESSURIZATION UPGRADES AT OIL DOCKS 1, 2 & 15
PROJECT NO. 14-023A
Bid Opening: October 11, 2017 - 2:00 PM**

Company Name	Bid Bond or Check	Base Bid ^A	Addendum No. 1	Addendum No. 2	Addendum No. 3
H&S Constructors Inc.	5%	\$2,303,200.00	x	x	x
JM Davidson, Ltd.	5%	\$2,586,906.05	x	x	x
Russell Marine LLC	5%	\$2,621,699.00	x	x	x

****Project to be complete within 240 calendar days of the date of said Notice to Proceed.**

^A **BASE BID:** This project includes but not limited to the installation and management of storm water pollution prevention and erosion and sediment control measures; site preparation, removal of asphalt and flexible pavement, excavation, backfill, pavement repair, grading and seeding necessary to accomplish the required construction and to leave a clean and stable site; removal and installation of fencing; tapping into an existing water main owned and operated by the City of Corpus Christi; connection to existing fire system piping and systems; horizontal boring under an existing road and existing, operational, railroad tracks for water feed; coordination with American Electrical Power (AEP) of Texas to install an electrical feed and transformer for the project; construction of a concrete transformer foundation, and duct banks for electrical and control systems; construction of a 40-foot diameter, 35-foot high water tank with an augur-cast pile supported concrete foundation, coated steel walls and self-supporting conical roof, providing and installing a pre-manufactured pump house, fire water pump, and related valves, piping, power, lighting, and control systems; providing and installing a backflow prevention system; constructing concrete pads and steel platforms for fire suppression foam canisters; providing and installing a new fire monitor; upgrading four existing fire monitors with new self-educing foam nozzles; providing foam canisters at each fire monitor location; providing, installing and constructing pipelines, pipe supports, thrust blocks, valves, elbows, pipe constraints, traffic control and other material and equipment necessary to provide a fully complete and functional system; providing and installing wire, cable, controls, gauges, switches, controllers, instrumentation, power connections and other electrical and control equipment necessary to provide a fully complete and functioning system; providing ancillary equipment, materials and labor necessary to provide a fully functional and complete system as detailed in the drawings and specifications; and testing, commissioning and training of PCCA personnel in the operation and maintenance of the individual components of the new or modified fire protection system elements. This is a Lump Sum bid item.

Read By: Lynn Angerstein

Tabulated By: Bert Perez, P.E.

Checked & Prepared By: Lucy Betancourt

Date: October 11, 2017

DATE: November 14, 2017

TO: Port Commission

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

Approve Temporary Rule Change to Tariff 100-A for 3 Hour Notice to Harbormaster for Vessel Movements

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 136 day trial period effective November 15, 2017.

BACKGROUND: On June 20, 2017, the Port Commission approved a temporary rule change to Tariff 100-A to require a 3-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. Due to hurricane Harvey and the resulting channel restrictions put in place by the United States Coast Guard, a bias was created with regards to data gathered. Based on meetings and feedback from users, Staff recommends the temporary rule change be extended to March 31, 2018 to allow the collection of unbiased data not affected by the USCG restrictions. The temporary rule 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 November 15, 2017, and will be effective for a term of 136 days. During the 136 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 136 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.

The data collected from the 136 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 136 day trail 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 136 day trial period effective November 15, 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 136 days beginning on November 15, 2017. During the 136 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 136 day trial period, the Port Commission may approve a permanent rule change.

ITEM _____ (I) Eff. 11-15-2017
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, La Quinta 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: November 14, 2017

TO: Port Commission

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

ANTICIPATED STAFF PRESENTER: Brett F. Flint, P.E.
Chief of Planning and Design

Approve a Professional Engineering Services Contract with Freese and Nichols, Inc. in the Amount of \$169,806 for Engineering Services Associated with Design for the Rincon West Storage Yard.

SUMMARY: Staff requests approval of a Professional Engineering Services Contract with Freese and Nichols, Inc. in an amount not to exceed \$169,806 for professional engineering services associated with the development of a cargo storage area in the Rincon Industrial Park.

BACKGROUND: Increasing volumes of military and project cargo along with construction of the new Harbor Bridge is increasing the demand for cargo staging and storage area at the Port of Corpus Christi. Wind turbine components and other cargos have been steady or increasing, and the military has announced that movements to and from Fort Bliss and Fort Hood will be utilizing the Port of Corpus Christi, further increasing demand for cargo space.

In October 2017, the Long Range Planning committee recommended that staff proceed with the development of 25 acres of land in the Rincon Industrial Park as a cargo storage area with flexible pavement and the capability to add rail service to the area in the future. See attached map exhibit.

Staff negotiated a scope of work with Freese and Nichols, Inc. on a time and material basis with a not to exceed amount of \$169,806, which includes surveying, geotechnical services, preliminary and final designs for the cargo yard and future rail access and preparation of Contract Documents. The project is anticipated to be ready to bid by the end of 2017. The construction package will be structured to complete an initial 10 acres of the yard that can be accepted and opened to cargo storage prior to completion of the remaining area.

ALTERNATIVES: N/A

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

EMERGENCY: No; however, in order to meet anticipated cargo demands, staff recommends moving forward with final design and seeking bids for construction.

FINANCIAL IMPACT: The 2017 budget included \$210,000 for limited cargo related upgrades in the Rincon Industrial Park. Driveway access to the area was constructed in early 2017. Design and construction cost will be recovered through cargo storage and related cargo movement fees.

STAFF RECOMMENDATION: Staff recommends the approval of a Professional Engineering Services Contract with Freese and Nichols, Inc. at a cost not to exceed \$169,806 for services associated with the development of a 25-acre cargo storage area in the Rincon Industrial Park.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Brett Flint
Legal	PCCA's Standard Professional Services Contract Template
Senior Staff	John LaRue
	Sean Strawbridge
	Dennis DeVries

LIST OF SUPPORTING DOCUMENTS:

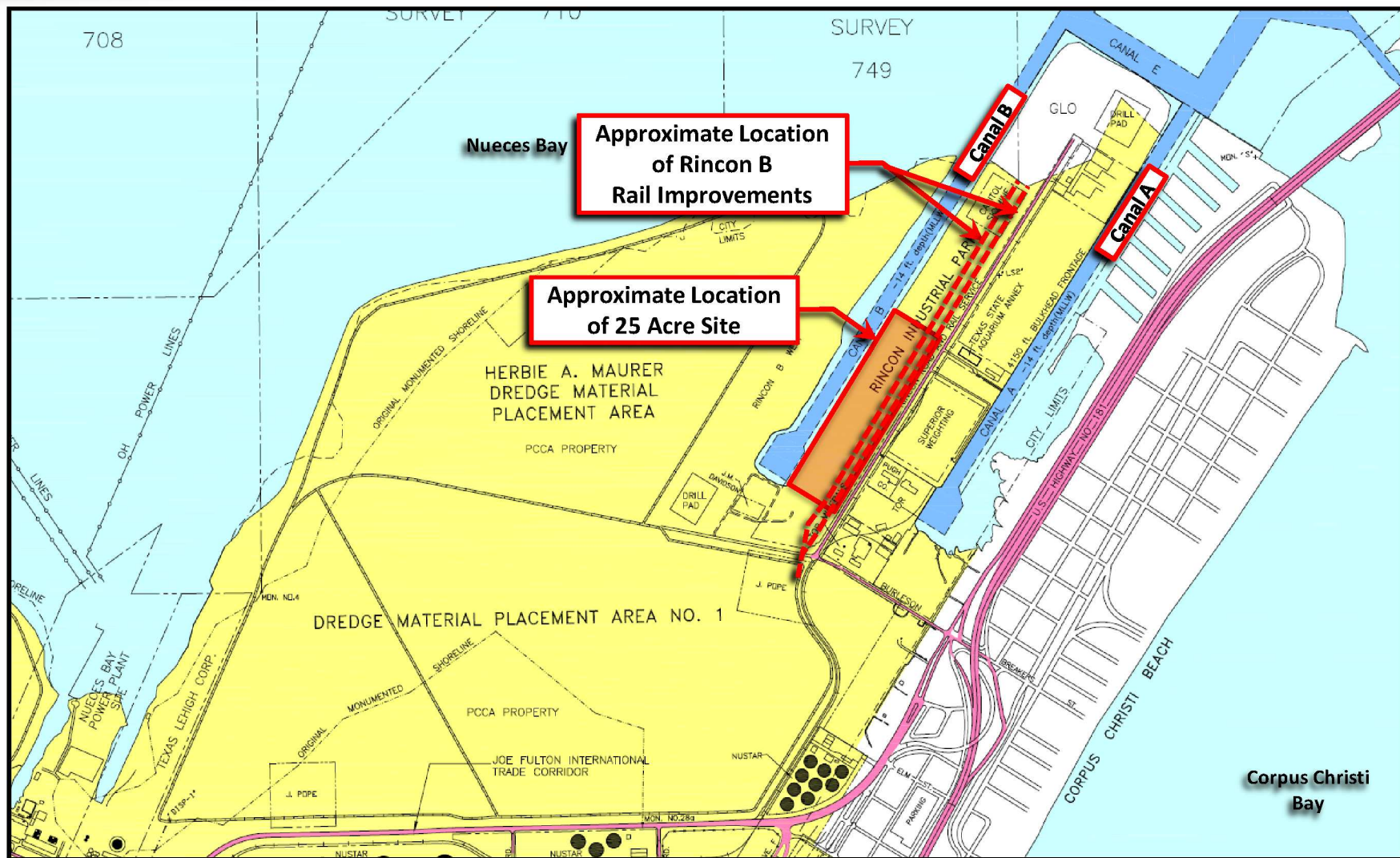
Map Exhibit
Professional Engineering Services Contract



PORT CORPUS CHRISTI®

Moving America's Energy

Rincon West Storage Yard



Corpus Christi Bay

PROFESSIONAL ENGINEERING SERVICES CONTRACT

PROJECT NAME: RINCON WEST STORAGE AREA DEVELOPMENT

PROJECT NUMBER: 17-028C

THIS CONTRACT (the “Contract”) is made and entered into effective as of the 14th day of November, 2017 (“Effective Date”) by and between the Port of Corpus Christi Authority of Nueces County, Texas (“Authority”), and Freese and Nichols, 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 May 31st, 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:

Brett Flint
222 Power Street
Corpus Christi, Texas 78401
Phone: (361) 885-6681
E-mail: brett@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: Ron Guzman, P.E.
Vice President/Principal
Freese and Nichols, Inc.
800 N. Shoreline, Ste 1600N
Corpus Christi, Texas 78401
E-mail: rg@freese.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 Sixty-nine Thousand Eight Hundred Six Dollars (\$169,806). Engineer will obtain the approval of Authority's Project Representative relative to incurring travel and other expenses before incurring such costs.

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

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

10. INDEMNIFICATION AND RELEASE. Engineer hereby releases and discharges Authority and its agents, servants, representatives, employees, officers, directors,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature page follows this page]

IN WITNESS WHEREOF, this Contract is made effective as of the Effective Date.

**PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS**

By:

Name: John P. LaRue

Title: Executive Director

Date: _____

“Authority”

FREESE AND NICHOLS, INC.

By:

Name: Ron Guzman, P.E.

Title: Vice President / Principal

Date: November 8, 2017

“Engineer”

EXHIBIT A

SERVICES

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

Scope of Work:

The design activities will include preparation of one construction contract to be built and accepted in two phases with an additive bid item for rail.

- Preliminary Design Work
 - Participate in PCCA project scoping meeting
 - Develop storage yard concepts (3 total)
 - Develop rail support concepts (3 total)
 - Review existing Port documents (geotechnical and topographic)
 - Coordinate to provide required geotechnical and survey support
 - Investigate/identify permitting requirements
 - Coordinate possible franchise utility requirements
 - Technical Specification development
 - Develop Opinion of Probable Construction Cost for Owner Approved option
 - Develop preliminary Traffic Control plans
 - Develop preliminary SW3P
- Drawing Development
 - Cover Sheet/Vicinity Map
 - General Notes and Quantities Sheet
 - Existing Topography and Demo Plans
 - Storm Water Pollution Prevention Plans
 - Storm Water Pollution Prevention Details
 - Site Grading Sheets
 - Grading Details
 - Miscellaneous Site Details
 - Miscellaneous Fencing Details
 - Typical Rail Section Sheets
 - Rail Alignment Sheets
 - Rincon/Burleson Intersection Rail Plan
 - Rincon B Rail P&P Sheets
 - Drainage Swale Improvements
 - Rincon/Burleson Intersection TCP
 - Precast Crossing Plan and Details
 - 60% Submittal
 - 90% Submittal
 - IFB Submittal

- Opinion of Probable Construction Costs
- Contract Development Support
- Bid Phase Activities
 - Respond to Bidder Questions and Issue Addenda
 - Provide Tech Reviews/Issue IFC Drawings

Deliverables:

- Updated survey and geotechnical data, or a statement that the existing data is sufficient for design. Reports and survey data will be provided in one hard copy and reproducible electronic format. Survey data will also be provided in native file format.
- Storage yard and rail Preliminary Engineering Report including layouts, pavement section options, and conceptual opinion of probable cost, specification outline, and other relevant information. Draft Report to be provided in 1 hard copy and reproducible electronic format. Final report, after addressing PCCA comments, will be provided in 3 bound hard copies, reproducible electronic format and native file format, where applicable. Final report will be sealed by a Registered Professional Engineer licensed to practice in the State of Texas.

Schedule:

- Geotechnical and Survey data – 2 weeks from Notice to Proceed
- Draft Preliminary Engineering Report – 3 weeks from Notice to Proceed
- Final Preliminary Engineering Report – 1 week after receipt of PCCA comments

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 \$169,806, 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 and are on a time and material basis.

EXHIBIT B

FEE SCHEDULE

Schedule of Charges:

<u>Position</u>	<u>Rate</u>
Professional - 1	113
Professional - 2	137
Professional - 3	156
Professional - 4	178
Professional - 5	209
Professional - 6	240
Construction Manager - 1	91
Construction Manager - 2	117
Construction Manager - 3	138
Construction Manager - 4	173
CAD Technician/Designer - 1	96
CAD Technician/Designer - 2	126
CAD Technician/Designer - 3	153
Corporate Project Support - 1	92
Corporate Project Support - 2	111
Corporate Project Support - 3	148
Intern/ Coop	57

Rates for In-House Services

Technology Charge

\$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

	<u>B&W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

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:

	<u>TYPE OF INSURANCE</u>	<u>LIMITS OF LIABILITY</u>
A.	Workers' Compensation	Statutory
B.	Employer's Liability	\$500,000 per Occurrence \$500,000 Aggregate
C.	Commercial General Liability	\$1,000,000 per Occurrence \$2,000,000 Aggregate

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

D.	Business Automobile Liability	\$500,000 per Occurrence
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Automobile liability insurance coverage will include all owned, non-owned, and hired vehicles.

E.	Professional Liability	\$1,000,000
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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: November 14, 2017

TO: Port Commission

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

**ANTICIPATED
STAFF PRESENTER:** Jacob Morales, P.E.
Senior Project Engineer

Approve a Professional Engineering Services Contract with Govind Development, LLC in the amount of \$85,000 for Engineering Services associated with Construction of Bulk Liquid Handling Facility at Bulk Terminal Dock 3.

SUMMARY: Staff requests approval of a Professional Engineering Services Contract with Govind Development, LLC (Govind) at a cost not to exceed \$85,000 for professional engineering services associated with the construction of the petroleum liquids and vapor handling facilities at Bulk Terminal Dock 3.

BACKGROUND: On September 18, 2017, the Commission approved the award of a construction contract to JM Davidson, Ltd. in the amount of \$6,621,987 for the construction of the petroleum liquids and vapor handling facilities at Bulk Terminal Dock 3. In addition to the civil, structural, and marine components of the project, the scope of work also involves extensive amounts of mechanical, electrical, and instrumentation discipline construction activities for which PCCA staff requires additional support to better ensure a successful project.

Govind, the engineer of record for the design of the project, has the professional personnel to provide the required services and PCCA staff recommends contracting with Govind to supplement Staff's administration of the construction project. Per the negotiated contract, Govind will perform select and specialized on-site inspections to better ensure the project is constructed per the plans and specifications, will review technical mechanical, electrical, and instrumentation submittals and shop drawings, will respond to technical request for information (RFI) inquiries in the noted disciplines, and will develop any required minor design modifications encountered in the field.

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 #4 – Develop Process to Support Private Customer Projects).

EMERGENCY: No, though the project is currently under construction.

FINANCIAL IMPACT: The contract will be billed on a time and material basis, with the effort estimated at \$85,000.

STAFF RECOMMENDATION: Staff recommends approval of a Professional Engineering Services Contract with Govind Development, LLC, in an amount not to exceed \$85,000, to provide additional engineering services associated with the construction of petroleum liquids and vapor handling facilities at Bulk Terminal Dock 3.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering
Reviewed & Approved	David Krams Brett Flint
Legal	PCCA's Standard Professional Services Contract Template
Senior Staff	John LaRue Sean Strawbridge Dennis DeVries

LIST OF SUPPORTING DOCUMENTS:

Professional Engineering Services Contract

PROFESSIONAL ENGINEERING SERVICES CONTRACT

**PROJECT NAME: BULK LIQUIDS HANDLING FACILITY
AT FORMER BULK DOCK 3 LAYBERTH
PROJECT NUMBER: 17-033B**

THIS CONTRACT (the “Contract”) is made and entered into effective as of the 14th day of November, 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 June 30, 2018 (the “Deadline”), unless the Authority agrees to extend the Deadline for good reason; provided, however, that the Authority may terminate this Contract at any time in accordance with Section 14. Time is of the essence in performance of this Contract. There will be no obligation established between Authority and the 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, P.E.
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: 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 Eighty-five Thousand Dollars (\$85,000). Engineer will obtain the approval of Authority's Project Representative relative to incurring travel and other expenses before incurring such costs.

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

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

10. INDEMNIFICATION AND RELEASE. Engineer hereby releases and discharges Authority and its agents, servants, representatives, employees, officers, directors, and Port Commissioners (collectively, the "Authority Parties") from liability for and assumes the risk of loss or damage to the property of Engineer and the injury or death of

any person employed by Engineer. Engineer shall defend, indemnify and hold harmless the Authority Parties from and against all damages, losses, costs and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim but only to the extent caused by the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subconsultants, or others for whom the Engineer is legally liable, in the performance of Services under this Contract. The Engineer is not obligated under this paragraph to indemnify the Authority Parties for the negligent acts of the Authority Parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature page follows this page]

IN WITNESS WHEREOF, this Contract is made effective as of the Effective Date.

**PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS**

By: _____

Name: John P. LaRue

Title: Executive Director

Date: _____

“Authority”

GOVIND DEVELOPMENT, LLC

By: _____

Name: AJMER KULAR

Title: Vice President

Date: 11/8/17

“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:

- Perform submittal review for construction elements pertaining to electrical, instrumentation, mechanical, and select civil-structural disciplines.
- Perform shop drawing reviews for construction elements pertaining to electrical, instrumentation, mechanical, and select civil-structural disciplines.
- Provide input and guidance during review process to ensure specifications are met and expedited construction schedule maintained.
- Respond to Request For Information (RFI) inquiries submitted during construction pertaining to electrical, instrumentation, mechanical, and select civil-structural disciplines.
- Perform field inspection for construction elements pertaining to electrical, instrumentation, and mechanical disciplines as directed by PCCA.
- Develop minor design modifications for issues encountered in the field during construction.
- Attend construction progress and other special meetings to resolve issues in a timely manner to maintain expedited construction schedule.
- Provide technical assistance during start-up of various facility elements.

Deliverables:

- Submittal review results to be furnished in reproducible electronic format.
- Shop drawing review results to be furnished in reproducible electronic format.
- RFI responses to be furnished in reproducible electronic format.
- Field inspection reports findings and/or observations to be furnished in reproducible electronic format.

- Any design work will be provided in reproducible electronic format with on hard copy. Design work will be sealed by a Registered Professional Engineer licensed to practice in the State of Texas.

Schedule:

- Submittal review results to be provided to PCCA within three days after receipt of submittal.
- Shop drawing review results to be provided to PCCA within five days after receipt of shop drawings.
- RFI responses to be provided to PCCA within two days after receipt of RFI.
- Field inspection reports to be provided to PCCA within two days after inspection is performed.
- Design modifications to be provided within five days of receiving direction from PCCA.

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 \$85,000, without Authority's written approval. Services provided by Engineer will be billed at the hourly rates specified in Exhibit B. These fees will cover all of Engineer's overhead costs, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges.

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.

GOVIND DEVELOPMENT, LLC

Professional Services - Schedule of Hourly Rates by Personnel Classifications

Effective January 1, 2017 - December 31, 2017

CLASSIFICATION	EXEMPT(E) OR HOURLY(H)	Standard Time RATE	Over Time RATE
Project Consultant II	E	\$190.00	\$190.00
Project Consultant I	E	\$170.00	\$170.00
Project Manager II	E	\$130.00	\$130.00
Project Manager I	E	\$117.00	\$117.00
Project Engineer / Coordinator IV	E	\$100.00	\$100.00
Project Engineer / Coordinator III	E	\$90.00	\$90.00
Project Engineer / Coordinator II	E	\$80.00	\$80.00
Project Engineer / Coordinator I	E	\$70.00	\$70.00
Engineer VII	E	\$170.00	\$170.00
Engineer VI	E	\$155.00	\$155.00
Engineer V	E	\$135.00	\$135.00
Engineer IV	E	\$100.00	\$100.00
Engineer III	E	\$90.00	\$90.00
Engineer II	E	\$80.00	\$80.00
Engineer I	E	\$70.00	\$70.00
Designer V	E	\$130.00	\$130.00
Designer IV	H	\$110.00	\$140.25
Designer III	H	\$90.00	\$114.75
Designer II	H	\$85.00	\$108.38
Designer I	H	\$65.00	\$82.88
Technician III	H	\$60.00	\$76.50
Technician II	H	\$45.00	\$57.37
Technician I	H	\$35.00	\$44.63
Document Control III	H	\$70.00	\$89.25
Document Control II	H	\$60.00	\$76.50
Document Control I	H	\$40.00	\$51.00
Secretary III	H	\$64.00	\$81.60
Secretary II	H	\$52.00	\$66.30
Secretary I	H	\$40.00	\$51.00
Controls Manager	E	\$104.00	\$104.00
Project Estimator III	H	\$110.00	\$140.25
Project Estimator II	H	\$90.00	\$114.75
Project Estimator I	H	\$70.00	\$89.25

Project Planner/Scheduler III	E	\$120.00	\$120.00
Project Planner/Scheduler II	H	\$100.00	\$127.50
Project Planner/Scheduler I	H	\$80.00	\$102.00
Clerk II	H	\$40.00	\$51.00
Clerk I	H	\$30.00	\$38.25
Architect	E	\$140.00	\$140.00
Construction Manager	E	\$115.00	\$115.00
Construction Coordinator	H	\$84.00	\$107.10
Safety Manager	H	\$80.00	\$102.00
Safety Coordinator	H	\$64.00	\$81.60
Registered Surveyor	E	\$135.00	\$135.00
Survey Chief	H	\$92.00	\$117.30
Survey Crewman	H	\$60.00	\$76.50

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:

	<u>TYPE OF INSURANCE</u>	<u>LIMITS OF LIABILITY</u>
A.	Workers' Compensation	Statutory
B.	Employer's Liability	\$500,000 per Occurrence \$500,000 Aggregate
C.	Commercial General Liability	\$1,000,000 per Occurrence \$2,000,000 Aggregate

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

D.	Business Automobile Liability	\$1,000,000 per Occurrence
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Automobile liability insurance coverage will include all owned, non-owned, and hired vehicles.

E.	Professional Liability	\$2,000,000
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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
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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: November 14, 2017

TO: Port Commission

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

ANTICIPATED
STAFF PRESENTER: Brett F. Flint
Chief of Planning and Design

Approve a Professional Services Contract with Unger Security Solutions, LLC (Craig Unger) in the Amount of \$51,875 for Professional Consulting Services Associated with the Design-Build process for the New Office Facility.

SUMMARY: Staff recommends the award of a Professional Engineering Services Contract with Unger Security Solutions, LLC (Craig Unger) in an amount not to exceed \$51,875 for professional consulting services associated with the Design-Build process for the New Office Building.

BACKGROUND: On June 20, 2017, the Commission provided approval of a Design-Build delivery method for a new PCCA Office Facility. With the unique nature of this project and the Design-Build delivery method, staff engaged Mr. Craig Unger of Unger Security Solutions, LLC to provide professional consulting services related to the development of the Request for Qualifications (RFQ) for potential Design-Build Teams. Mr. Unger helped to develop a design build program for the US Department of Justice and is a former president of the Design Build Institute of America (DBIA). Mr. Unger's participation in development of the RFQ has been of high value, and staff recommends his continued participation in development of the Request for Proposals and selection of the Design-Build Team. The initial Professional Consulting Services Contract for Mr. Unger was for an amount not to exceed \$46,500.00. The proposed new Professional Consulting Services Contract will include Unger's services through the final selection of the Design Build Team.

ALTERNATIVES: N/A

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 #3A – Build & Sustain Productive Stakeholder Relationships: PCCA's employees, in this case).

EMERGENCY: No; however, the selection process is underway with the RFQ being posted on October 18, 2017, and the RFP development must be completed in a timely manner to maintain the project schedule.

FINANCIAL IMPACT: This project is included in the 2017 Capital Budget with \$500,000 identified to be expended this year.

STAFF RECOMMENDATION: Staff recommends approval of a Professional Services Contract with Unger Security Solutions, LLC at a cost not to exceed \$51,875 for services associated with selection of Design Build Team for the new office Facility.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Brett Flint
Legal	PCCA's Standard Professional Services Contract Template
Senior Staff	John LaRue
	Sean Strawbridge
	Dennis DeVries

LIST OF SUPPORTING DOCUMENTS:

Professional Engineering Services Contract

CONSULTING SERVICES CONTRACT

PROJECT NAME: PCCA NEW OFFICE FACILITY
PROJECT NUMBER: 14-036A

THIS CONTRACT (the “Contract”) is made and entered into effective as of the 14th day of November, 2017 (“Effective Date”) by and between the Port of Corpus Christi Authority of Nueces County, Texas (“Authority”), and Unger Security Solutions, LLC (“Consultant”), each a “Party” and collectively as “Parties”.

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

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

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

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

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

Brett F. Flint, P.E.
222 Power Street
Corpus Christi, TX 78401
361-885-6125
E-mail: brett@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: Craig H. Unger
Principal
Unger Security Solutions, LLC
1104 Silver Run Place
Knoxville, MD 21758
E-Mail: TrustUnger@gmail.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 authorizations or certifications and approvals necessary to perform the Services.

7. COMPENSATION: The compensation to be paid Consultant for providing the Services shall be the compensation described in Exhibit B hereto, which is incorporated herein by reference; provided, however, the total paid to Consultant for the Services shall not exceed Fifty-one Thousand Eight Hundred Seventy-five Dollars (\$51,875). 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, or by any subcontractor of Consultant, by anyone directly or indirectly employed by 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.

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 or Consultant 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 Authority or Consultant claim or recover consequential damages from the other Party.**

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”

UNGER SECURITY SOLUTIONS, LLC

By: _____
Name: Craig H. Unger
Title: Principal
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:

Consultant (Unger Security Solutions, LLC) shall provide professional consulting services related to design-build project delivery in accordance with the Design Build Institute of America (DBIA) best practices, or other acceptable industry standards and best practices. Services to be provided in support of the New Office Facility Design-Build Project (RFP Phase II Technical & Price Proposal Activities) may include, but not necessarily be limited to the following:

- Peer Review of the Design Criteria Documents developed by AE-1 (fresch architects) to include the “final” Program and Performance Requirements (\$5,250)
 - Provide feedback relevant to the Design Criteria Package in regard to DBIA Best Practices
 - Confirm adequate substantiation procedures within the documents
- Peer Review of Best Value Source Selection Documents (\$7,500)
 - Review RFP Phase II Solicitation (procurement) documents
 - Provide guidance on source selection evaluation factors & rating methodology
 - Review competitive Proposal submission requirements
 - Office advice on the importance of the direct correlation between the Project risk factors & the source selection evaluation factors
 - Recommend Incentive / Award Fee approach
- Advise PCCA throughout the source selection process (\$5,750)
 - Help identify interview questions for the Source Selection Committee
 - Provide assistance in review of the “Draft” RFP documents
 - Participate in the RFP interview process, if applicable
 - Provide guidance to Evaluation Committee during the evaluation & scoring process
- Provide guidance to PCCA during the final RFP development process (\$3,500)
 - Peer review the various RFP documents
 - Front-end procurement documents
 - Criteria Package to include the Narratives; Space Program; Room Data Sheets; & Performance Requirements
- Facilitate the “Proprietary” One-on-One meetings with each of the shortlisted most highly qualified D-B Teams (i.e., successful respondents from the RFQ Phase I competition) (\$9,500)
 - 1st Proprietary Meetings – Review RFP documents
 - 2nd Proprietary Meetings – Review & discuss initial design concepts

- 3rd Proprietary Meetings – Review design concept revisions & alternatives
- Provide support services & guidance for the Evaluation Committee during the competitive Proposal(s) evaluation process (\$4,750)
 - Review Proposal(s) submissions
 - Facilitate the Evaluation Committee consensus meeting(s)
- Help establish negotiating strategy(ies) for each of the shortlisted D-B Teams (\$3,250)
 - Proposal(s) clarifications, if applicable
 - Weaknesses in Proposal(s), if applicable
 - Deficiencies in Proposal(s), if applicable
- Review Final Proposal(s) Revisions submissions (Best & Final Offers) (\$4,125)
 - Provide support & guidance to the Evaluation Committee during the final evaluation deliberations
- Advise PCCA in negotiation of the final contract terms & conditions with the successful Design-Build Team (\$3,250)
 - Review Enhancements & Deviations, if applicable
 - Review Final Contract Documents
 - Review issuance of Notice-to-Proceed & supporting documents

Task budgets are approximate and may be altered by mutual agreement between the Parties, provided the Not-to-Exceed amount stated herein is not exceeded.

Schedule

Services will be provided on an as requested and directed basis as mutually agreed upon by the Parties. Consultant will make reasonable effort to accommodate the Authority's schedule when providing review of documents of other services that may impact the overall project schedule.

Deliverables

Written comments of other documentation may be requested from the Consultant while providing Services stated herein. Documentation will be provided in the format as agreed on by the Parties at the time.

EXHIBIT B

FEE SCHEDULE

The Consultant 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 Contract will not exceed **\$51,875**, without Authority's written approval. Services provided by Consultant will be billed as specified in Exhibit B. These fees will cover all of Consultant's overhead costs, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges.

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

Not later than the twentieth (20th) day of each calendar month, Consultant shall submit to Authority detailed invoices for all services performed and Direct Costs incurred, if any, pursuant to this Agreement during the prior calendar month. The invoices shall describe in detail the Services performed during the prior month and shall list approved Direct Costs, milestone achievements, tasks performed or completed, and the Services performed during 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.

This base fee proposal for Consultant services is based on a lump sum not-to-exceed compensation structure with monthly billings to be based on tasks completed and services rendered as agreed to by the parties.

Fee Structure

RFP Acquisition Phase II (Technical & Price Proposals)	\$46,875.00
Travel Reimbursement Budget (Est 4 on-site visits @ \$1,250)	\$5,000.00
Total (Not-to-Exceed)	\$51,875.00

Additional Scope and Compensation – Should the Authority determine additional scope be added to the Consultant's services additional compensation shall be proposed by the Consultant based on a "not to exceed" budget of Services estimated to be required to complete the additional scope.

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:

	<u>TYPE OF INSURANCE</u>	<u>LIMITS OF LIABILITY</u>
A.	Workers' Compensation	Statutory
B.	Employer's Liability	\$500,000 per Occurrence \$500,000 Aggregate

If Consultant engages employees Workers' Compensation/Employer's Liability coverage is required.

C.	Commercial General Liability	\$1,000,000 per Occurrence \$2,000,000 Aggregate
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The CGL Policy will provide contractual liability coverage at the aforementioned limits.

D.	Business Automobile Liability	\$500,000 per Occurrence
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Automobile liability insurance coverage will include all owned, non-owned, and hired vehicles.

Each policy 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. 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, 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: November 14, 2017

TO: Port Commission

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

ANTICIPATED STAFF PRESENTER: Brett F. Flint
Chief of Planning and Design

Approve a Professional Services Contract with Facility Programming and Consulting in the Amount of \$81,600 for Professional Consulting Services Associated with the New Office Facility.

SUMMARY: Staff recommends approval of a Professional Engineering Services Contract with Facility Programming and Consulting in an amount not to exceed \$81,600 for professional consulting services associated with the New Office Building.

BACKGROUND: On June 20, 2017, the Port Commission provided approval of a Design-Build delivery method for a new PCCA Office Facility. Development of the Request for Proposals for the Design-Build team requires a detailed program of requirements to provide the technical and programmatic requirements for the design of the new facility. Local firms capable of providing this service have opted to be on one of the Design-Build teams. Freeman Schroder Architects, PCCA's coordinating architect for the project, along with staff have negotiated a professional services contract with Facility Programming and Consulting out of San Antonio to provide this service for a not to exceed amount of \$81,600. In order to maintain the project schedule, Facility Programming and Consulting was provided a limited engagement letter in an amount not to exceed \$10,000 to begin work. The initial engagement amount is part of the not to exceed contract amount.

Facility Programming and Consulting is a professional consulting firm with offices in San Antonio, Texas who specializes in working with organizations to develop facility programs. Freeman Schroder Architects has past experiences with the firm and recommended them for this project.

ALTERNATIVES: N/A

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 #3A – Build & Sustain Productive Stakeholder Relationships – Our Employees, in this case).

EMERGENCY: No; however, the selection process is underway with the RFQ being posted on October 18, 2017, and the RFP development must be completed in a timely manner to maintain the project schedule.

FINANCIAL IMPACT: This project is included in the 2017 Capital Budget with \$500,000 identified to be expended this year.

STAFF RECOMMENDATION: Staff recommends approval of a Professional Services Contract with Facility Programming and Consulting at a cost not to exceed \$81,600 for services associated with design of the new office Facility.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	David Krams
	Brett Flint
Legal	PCCA's Standard Professional Services Contract Template
Senior Staff	John LaRue
	Sean Strawbridge
	Dennis DeVries

LIST OF SUPPORTING DOCUMENTS:

Professional Services Contract

CONSULTING SERVICES CONTRACT

PROJECT NAME: PCCA NEW OFFICE FACILITY

PROJECT NUMBER: 14-036A

THIS CONTRACT (the "Contract") is made and entered into effective as of the 14th day of November, 2017 ("Effective Date") by and between the Port of Corpus Christi Authority of Nueces County, Texas ("Authority"), and Facility Programming LTD, dba Facility Programming and Consulting, 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 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 Consultant for performance of the Services until Authority provides the Consultant execution of this Contract and receipt by the Authority of appropriate Certificates of Insurance and other documentation as may be required herein. The term of this Contract ("Term") shall begin on the Effective Date and shall end on the first to occur of the following: (1) the Deadline, as the same may have been extended by the Authority, (2) the date on which, in the opinion of Authority, all of the Services have been rendered, (3) the date on which this Contract is terminated by the Authority pursuant to Section 14, or (4) the date on which this Contract is terminated by the Consultant pursuant to Section 14.

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

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

Brett F. Flint, P.E.
222 Power Street
Corpus Christi, Texas 78401
Phone: (361) 885-6125
E-mail: brett@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: Doug Lowe
President
Facility Programming and Consulting
100 West Houston Street, Suite 1100
San Antonio, TX 78205
E-mail: douglowe@facilityprogramming.com

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

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

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

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

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

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

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

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

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

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

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

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

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

7. COMPENSATION: The compensation to be paid Consultant for providing the Services shall be the compensation described in Exhibit B hereto, which is incorporated herein by reference; provided, however, the total paid to Consultant for the Services shall not exceed Eighty-one Thousand Six Hundred Dollars (\$81,600). 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'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”

**FACILITY PROGRAMMING LTD,
BY FACILITY PROGRAMMING AND
CONSULTING, INC. (ITS GENERAL
PARTNER)**

By:  _____
Name: Douglas H. Lowe
Title: President
Date: 11/7/17

“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:

- Phase One will evaluate space needs, functional relationships, and programming issues that impact the building configuration and cost and will balance the square footage with the budget
- Phase Two will expand on the Phase One deliverable, and will include detailed information, site issues, room data sheets, and other similar information.

Phase One Scope of Work

- Conference Call & Preliminary Activities
 - Conference call with PCCA and Freeman Schroeder Architects (FSA).
 - Set times for upcoming interviews and meetings.
 - Prepare and distribute questionnaires.
- Workshop 1- Combination Programming Kick-off Meeting & Data Gathering
 - Prepare for and conduct Workshop 1. Meet with the Department Directors, other selected Authority Staff, and other stakeholders to accomplish the following:
 - Introduce programming team and discuss the programming process and programming schedule.
 - Discuss the project goals and other “big picture” issues that will control the development of the program.
 - Discuss the budget for the project.
 - Conduct interviews and meetings to discuss space needs with user groups.
 - Conduct meetings with PCCA representatives to understand and/or modify any space standards, design standards, sustainability goals, and how they will apply to this program.
 - Determine what information developed by other consultants (MEP, civil, IT, etc.) should be included in the program.
 - Recap findings with Authority Project Staff
- Findings & Analysis
 - Develop a preliminary list of spaces and adjacencies.
 - Develop preliminary ideas on stacking diagrams.
 - Submit data to the cost estimator.

- Workshop 2
 - Prepare for and conduct a workshop to present preliminary findings and analysis to the appropriate Authority Staff.
 - Work with Authority staff and Management to balance the scope and budget.
 - Conduct any needed follow-up interviews with user groups if required.
- Prepare the 50% Draft Program
 - Assemble all of the requirements into a draft program.
 - Submit the draft program to PCCA for their review.
 - Prepare for and conduct a workshop to present the draft program to Authority staff and Management.
 - Incorporate comments and make any needed changes to the draft program, and submit the final Phase 1 Program.

Phase Two Scope of Work

- Prepare the 95% Draft Program
 - Refine the 50% program draft based on comments from PCCA.
 - Prepare room data sheets.
 - Incorporate any other requirements that will affect the program.
 - Submit 95% draft program with updated costs to PCCA for their review.
- Workshop 3
 - Prepare for and conduct a workshop review the 95% draft program with the committee.
- Prepare the Final Program of Requirements
 - Refine the 95% program based on comments from PCCA.
 - Prepare the final version of the program.
 - Submit the final program to PCCA.
 - Prepare for and conduct a meeting to transfer the final program with the committee.

Deliverables:

- Phase One Program, provided in hard copy (2 copies) and reproducible electronic format.
- Final Program, provided in hard copy (2 copies) and reproducible electronic format.
- Draft Programs will be provided in reproducible electronic format.

Schedule:

- | | |
|--------------------------------|---------------------------|
| • Initial meeting and workshop | November 16, 2017 |
| • Work shop 2 | Week of November 27, 2017 |
| • Phase 1 Program | December 19, 2017 |
| • Work Shop 3 | Week of January 8, 2018 |
| • Final Program | Week of January 15, 2018 |

EXHIBIT B

FEE SCHEDULE

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 \$81,600, 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.

RATES

Principal and Director:	\$225
Senior Facility Programmer:	\$195
Facility Programmer:	\$175

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

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

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

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

Summary of Fees and Expenses

Phase One Tasks:

Facility Programming and Consulting Fee \$43,700

Expenses and Cost Consultant:

Printing – (ten copies of the draft program) \$500

Travel (three visits).....\$1,500

Cost Estimator\$3,000

Total Expenses and Consultant.....\$5,000

Total Lump Sum Fees and Expenses Phase One..... \$48,700

Phase Two Tasks:

Facility Programming and Consulting Fee \$29,400

Expenses and Cost Consultant:

Printing – (ten copies of the final program) \$500

Travel (three visits).....\$1,500

Cost Estimator\$1,500

Total Expenses and Consultants.....\$3,500

Total Lump Sum Fees and Expenses Phase Two \$32,900

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:

	<u>TYPE OF INSURANCE</u>	<u>LIMITS OF LIABILITY</u>
A.	Workers' Compensation	Statutory
B.	Employer's Liability	\$500,000 per Occurrence \$500,000 Aggregate
C.	Commercial General Liability	\$1,000,000 per Occurrence \$2,000,000 Aggregate

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

D.	Business Automobile Liability	\$500,000 per Occurrence
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Automobile liability insurance coverage will include all owned, non-owned, and hired vehicles.

E.	Professional Liability	\$1,000,000
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Consultant will procure and maintain professional liability insurance for protection from claims arising out of performance of its Services under this Contract caused by any error, omission, or act for which the Consultant is legally liable. Policies written on a claims-made basis shall have an extended reporting period of at least two (2) years beyond termination of the Contract.

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: November 14, 2017

TO: Port Commission

FROM: Darrin Aldrich;
darrin@pocca.com
(361) 885-6169

Approve Fifth Modification of Lease Agreement with Corpus Christi Terminal Railroad, Inc. to Relocate to a 1.2 acre Tract South of Joe Fulton International Corridor and West of Mike Carrell Road, Nueces County, Texas.

SUMMARY: Staff is requesting a Fifth Modification of Lease Agreement with Corpus Christi Terminal Railroad, Inc. (CCTR) to relocate CCTR to the South of Joe Fulton International Corridor and West of Mike Carrell Road, Nueces County, Texas as depicted on the attached map.

BACKGROUND: At July 18, 2017 meeting of the Port Commission of the Port of Corpus Christi Authority approved a Lease Agreement with Maverick Terminals Corpus, LLC (Maverick). Maverick was granted a 41-acre lease premises located on the north side of the Inner Harbor to develop a terminal facility. The far eastern portion of the Maverick lease premises encroaches on the CCTR lease. The relocation of CCTR will provide the highest and best use of PCCA land by allowing Maverick to develop a Terminal site on the land.

PCCA staff and CCTR have negotiated the relocation of CCTR to an area adjacent to the Nueces River Rail Yard. As an incentive for CCTR to relocate before their current lease expiration, PCCA has offered to construct improvements at the PCCA's cost. The improvements include parking spaces, office building, warehouse, storage shed, and fenced storage yard.

ALTERNATIVES: None

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

EMERGENCY: N/A

FINANCIAL IMPACT: The cost of the CCTR relocation will be at the expense of PCCA as part of the relocation of CCTR to accommodate the construction of a new terminal for a new PCCA customer.

STAFF RECOMMENDATION: Staff recommends approval Fifth Modification of Lease Agreement with Corpus Christi Terminal Railroad, Inc. to relocate to 1.2 acre Tract South of Joe Fulton International Corridor and West of Mike Carrell Road

DEPARTMENTAL CLEARANCES:

Originating Department Real Estate Services

Reviewed & Approved Darrin Aldrich

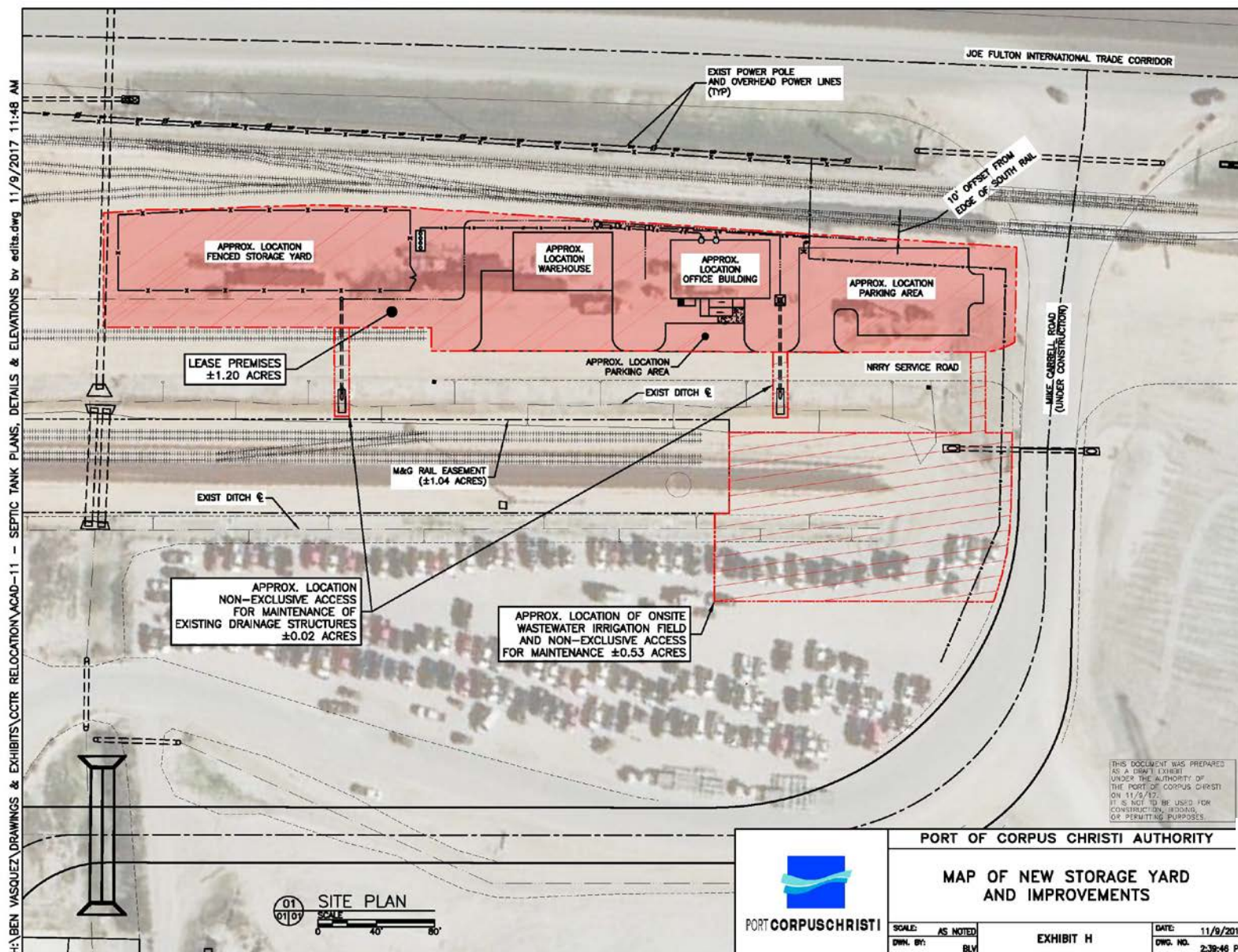
Legal Jimmy Welder

Senior Staff John P. LaRue
 Sean Strawbridge
 Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Fifth Modification of Lease Agreement

Approve Fifth Modification of Lease Agreement with Corpus Christi Terminal Railroad, Inc. to Relocate to a 1.2 acre Tract South of Joe Fulton International Corridor and West of Mike Carrell Road, Nueces County, Texas.



**FIFTH MODIFICATION OF LEASE AGREEMENT
BETWEEN THE PORT OF CORPUS CHRISTI AUTHORITY
AND CORPUS CHRISTI TERMINAL RAILROAD, INC.**

This Fifth Modification of Lease Agreement (“Agreement”) is entered into between the Port of Corpus Christi Authority of Nueces County, Texas, a political subdivision of the State of Texas (“Authority”), and Corpus Christi Terminal Railroad, Inc., a Delaware corporation (“Lessee” or “Railroad”), effective as of the 14th day of November, 2017 (“Modification Date”).

RECITALS

WHEREAS, Authority and Lessee (collectively, the “Parties” and individually, a “Party”) entered into a lease agreement on the 25th day of July, 1997 (the “Original Lease Agreement”), under which Authority leased to Lessee certain railroad property and facilities in the Inner Harbor of the Port of Corpus Christi, which are described in detail in the Original Lease Agreement (“Leased Premises”); and

WHEREAS, under the terms of the Original Lease Agreement and related agreements, Lessee is obligated to maintain a Class III common carrier terminal switching operation on the Leased Premises; and

WHEREAS, Authority and Lessee have amended the Original Lease Agreement by entering into the First Modification of Lease Agreement made effective as of August 3, 2002 (“First Modification”); the Second Modification of Lease Agreement executed by Lessee on July 21, 2004, and Authority on August 10, 2004 (“Second Modification”); the Third Modification of Lease Agreement made effective as of August 3, 2007 (“Third Modification”), and the Fourth Modification of Lease Agreement made effective as of May 13, 2014 (“Fourth Modification”); and,

WHEREAS, the Original Lease Agreement as amended by the First Modification, Second Modification, Third Modification, and Fourth Modification is referred to herein as the “Lease”; and

WHEREAS, in Section 10.01 of the General Conditions attached to the Lease as Exhibit B, the Authority agreed to make available to Lessee the metal building and storage yard area located along Navigation Boulevard east of the old Common Interchange Yard (collectively, the “Current Storage Yard and Buildings”); and

WHEREAS, the Authority has offered to relocate Lessee to the new location described in this Agreement (“New Storage Yard and Facilities”) at the Authority’s cost; and

WHEREAS, Lessee is willing to relocate to the New Location on the terms and conditions specified herein;

NOW, THEREFORE, for good and valuable consideration, Authority and Lessee agree as follows:

A. Upon PCCA's completion of the New Storage Yard and Facilities, the Railroad will vacate the Current Storage Yard and Buildings and relocate to the New Storage Yard and Facilities.

B. Section 1.01 of the Lease is hereby amended by adding a third paragraph thereto to read as follows:

*In addition to the real property described in the first paragraph of this Section 1.01, the Authority hereby leases to Lessee approximately 1.2 acres of real property in Nueces County, Texas, which is shown on the map attached hereto as **Exhibit H**, including all improvements now or hereafter constructed thereon by the Authority ("New Storage Yard"). The real property and improvements described in the first and third paragraphs of this Section 1.01 are collectively referred to in the Lease as the "Leased Premises."*

C. Section 10.01 of the General Conditions attached to the Lease as **Exhibit B** is hereby amended in its entirety to read as follows:

10.01. NEW STORAGE YARD AND IMPROVEMENTS. PCCA is constructing the following improvements on the New Storage Yard at its cost: parking, an office building, a warehouse, a storage shed, and a fenced storage yard. Upon PCCA's completion of these improvements, which is expected to occur no later than April 2018, the Railroad will take possession of the New Storage Yard for the remaining term of the Lease. Railroad's use of the New Storage Yard and improvements shall be without additional charge; provided, however, that all security, maintenance, upkeep, insurance, and utilities on the New Storage Yard, including the costs thereof, shall be the sole responsibility of the Railroad.

D. The map of the New Property attached to this Agreement as **Exhibit H** shall be deemed to be a new **Exhibit H** attached to the Lease.

E. The foregoing modifications to the Lease will become effective as of November 14, 2017.

F. The Lease as modified by this instrument shall continue in full force and effect.

[Signature Page Follows this Page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the Modification Date.

AUTHORITY

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

By: _____
John P. LaRue
Executive Director

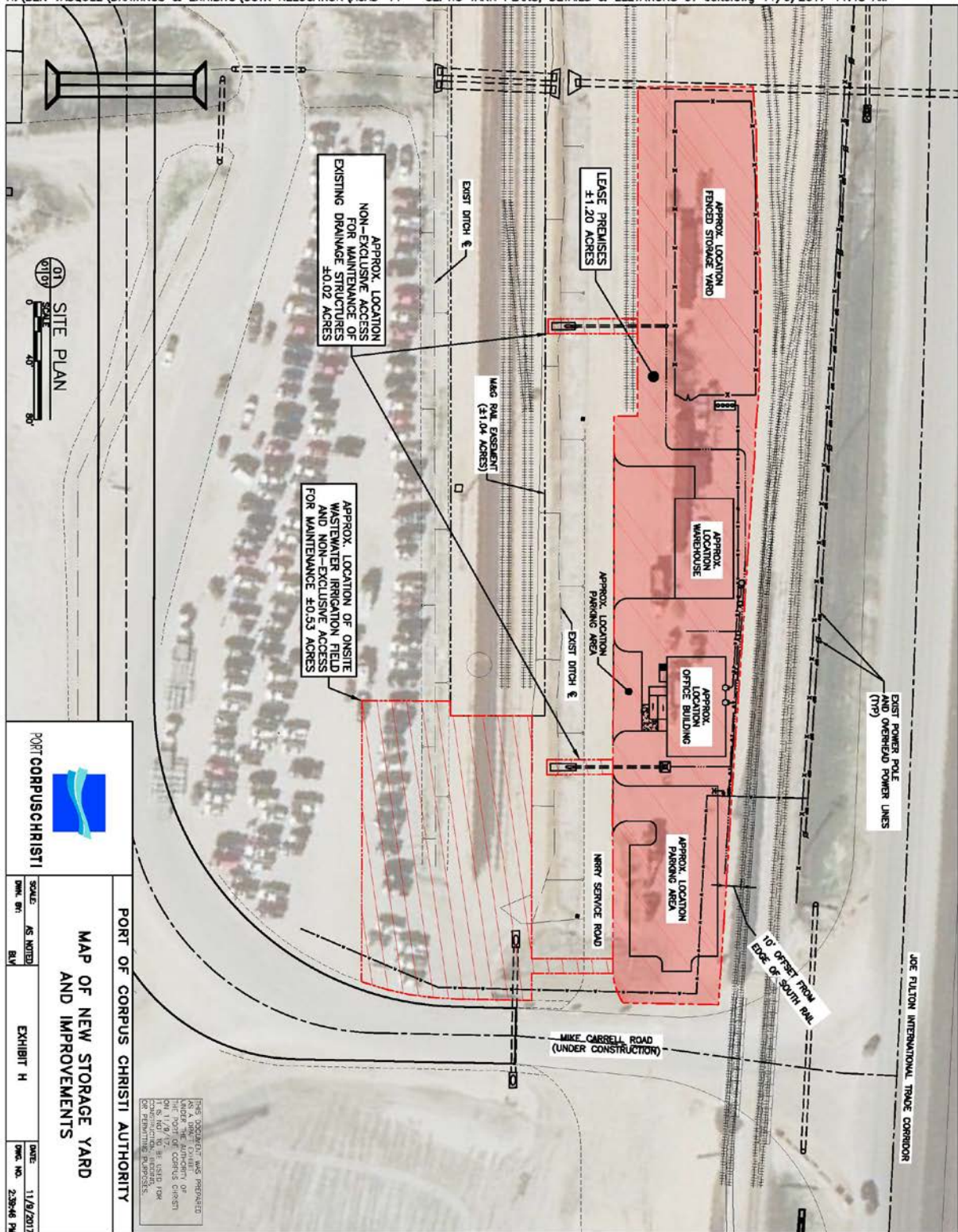
LESSEE

Corpus Christi Terminal Railroad, Inc.

By: _____
James Irvin
President

EXHIBIT H

H:\BEN VASQUEZ\DRAWINGS & EXHIBITS\CCTR RELOCATION\ACAD-11 - SEPTIC TANK PLANS, DETAILS & ELEVATIONS by edits.dwg 11/9/2017 11:48 AM



DATE: November 14, 2017

TO: Port Commission

FROM: Darrin Aldrich;
darrin@pocca.com
(361) 885-6169

Approve an Amendment of Pipeline Easement Agreement with NuStar Logistics, L.P. for a Surface Site and Access Driveway, Located on the North Side of Joe Fulton International Trade Corridor and South of the South Shore Dredge Material Placement Area (Cell B), Nueces County, Texas.

SUMMARY: NuStar Logistics, L.P. (NuStar) is requesting an Amendment of Pipeline Easement to add a surface site and access driveway for a valve site to be located on the North Side of Joe Fulton International Trade Corridor and South of the South Shore Dredge Material Placement Area (Cell B).

BACKGROUND: The Port of Corpus Christi Authority and NuStar Logistics, L.P entered into a pipeline easement agreement dated September 9, 2014. The amendment to the Pipeline Easement will grant NuStar the right to construct an access driveway and surface site for a valve site that will connect NuStar's 12-inch Corpus Christi Refinery Pipeline to Magellan's EF 90 pipelines to supply Trafigura's splitters located at the Magellan/Buckeye Corpus Christi Facility. The added valve site and access driveway totals .22-acres.

ALTERNATIVES: Do not approve

CONFORMITY TO PORT POLICY: This Lease Amendment 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: \$27,958.33 to cover use of the Surface Site and Access Driveway through September 8, 2024. During each succeeding ten (10) year period during the term of this Pipeline Easement, the annual fee for the additional Surface Site and Access Driveway will be ten percent (10%) of the product of .22 acres and the per acre equalization value then assigned by Authority to the Additional Surface Site and Access Driveway.

STAFF RECOMMENDATION: Staff recommends approval an Amendment of Pipeline Easement Agreement with NuStar Logistics, L.P. for a surface site and access driveway, located on the north side of Joe Fulton International Trade Corridor and South of the South Shore Dredge Material Placement Area.

DEPARTMENTAL CLEARANCES:

Originating Department Real Estate Services

Reviewed & Approved Darrin Aldrich
 Kent Britton

Legal Bruce Hawn

Senior Staff John P. LaRue
 Sean Strawbridge
 Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Amendment of Pipeline Easement Agreement

LEGEND

LP LIGHT POLE
PP POWER POLE
X FENCE
PIPELINE
OVERHEAD ELECTRIC

0' 15' 30' 60'

GRAPHIC SCALE
SCALE 1" = 30'

EXHIBIT A-1

**NUECES COUNTY NAVIGATION
DISTRICT NO. 1 SURVEY
A-2682**

**SOUTH SHORE DREDGE MATERIAL
PLACEMENT AREA (CELL B)**

PCCA "CELL-B" (2010)
BRASS DISC IN HEADWALL
X-132644.717
Y-17190626.60

DAN MOODY
TO
NUECES COUNTY
NAVIGATION DISTRICT NO. 1
VOLUME 192, PAGE 579 D.R.
PATENT NO. 84
2,694.93 ACRES

THIS SURVEY WAS COMPLETED WITH OUT THE BENEFIT
OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS
OR OTHER MATTERS OF RECORD NOT SHOWN.

THIS PLAT IS NOT INTENDED TO REPRESENT
A BOUNDARY SURVEY AS DEFINED BY THE
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.

BEARINGS ARE BASED ON GPS OBSERVATION
NAD 83 TEXAS SOUTH ZONE.
COORDINATES AND DISTANCES SHOWN HEREON ARE GRID

THE ABOVE PLAT WAS PREPARED FROM AN ACTUAL
SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.
A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.

DATE 11/4/2017

GEORGE A. GANEM, JR.
GANEM & KELLY SURVEYING, INC.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 4681

JOE FULTON CORRIDOR

NuStar
Logistics L.P.

2330 LOOP 1604 W
SAN ANTONIO, TEXAS 78248
Tel: (210) 918-2000
1-800-531-7911

ADDITIONAL SURFACE SITE-PART I

**PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS**

NUECES COUNTY, TEXAS

DRAWN BY : G.K.S.	SCALE: 1" = 30'
CHECKED BY: G.A.G.	DATE: 09/26/2017
APPROVED BY: G.A.G.	JOB NO. PC17-189

<p>GANEM & KELLY SURVEYING, INC.</p> <p>LAMAR STREET, SUITE 5 POINT COMFORT, TEXAS 77978 (361) 987-2011 FIRM NO. 10080300</p>	
DWG. NO.	PC17-189
REVISION	REV A: 11/03/17

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**THE STATE OF TEXAS §
 §
COUNTY OF NUECES §**

AMENDMENT OF PIPELINE EASEMENT

This Amendment of Pipeline Easement ("Amendment") entered into on November __, 2017 (the "Amendment Date"), but effective as of December 9, 2014 (the "Effective Date") is made 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 (hereinafter called "Authority"), and **NUSTAR LOGISTICS, L.P.**, a Delaware limited partnership, whose principal address is 19003 IH-10, San Antonio, Texas 78257 (hereinafter called "Grantee"), a Delaware limited partnership (Authority and Grantee each herein called a "Party" and together the "Parties"). This Amendment includes all Exhibits hereto.

RECITALS

WHEREAS, Authority and Grantee on September 18, 2014 entered into that certain unrecorded Pipeline Easement dated to be effective September 9, 2014 whereby Grantee was granted the right to construct, lay, operate, maintain, repair, replace and remove one 12-inch pipeline ("Grantee's Pipeline") and one valve site approximately fifteen feet by forty feet wide (15' x 40'), for the transmission of crude oil and condensate, said easement being across certain tracts of land owned by Authority in Nueces County, Texas, (the "Original Easement Agreement"). A copy of the Original Easement Agreement is attached hereto and incorporated herein as "Attachment One"; and

WHEREAS, capitalized terms in this Amendment shall have the meanings ascribed to those terms under the provisions of the Original Easement Agreement, except as provided herein; and

WHEREAS, the Parties desire to amend the Pipeline Easement to provide for the addition to the Pipeline Easement of an additional surface site (the "Additional Surface Site") and to provide for ingress and egress by driveway to and from the Additional Surface Site ("Access Driveway") to allow for the construction, operation, maintenance, repair, and removal of above and below ground appurtenances to allow for the interconnection of Grantee's Pipeline with one of the three pipelines located in the pipeline easement referenced in the Recording Memorandum of Pipeline Easement from the Authority to Magellan Pipelines Holdings ("Magellan") dated April 29, 2015 and recorded under document number 2016039275 of the Official Records of Nueces County, Texas (the "Magellan Easement"). The Additional Surface Site shall be described in two adjacent parts, Part I and Part II. Parts I of the Additional Surface

Site is more particularly described in Exhibit “A” and is depicted in Exhibit “A-1” and overlaps a portion of the Magellan Easement. Part II of the Additional Surface Site is described in Exhibit “B” and is depicted in Exhibit “B-1”. The Access Driveway is described in Exhibit “C” and is depicted in Exhibit “C-1” and also overlaps the Magellan Easement. Exhibits “A”, “A-1”, “B”, “B-1”, “C”, & “C-1” are attached hereto and hereby incorporated herein by reference.

Agreements:

NOW THEREFORE, for and in consideration of the premises set forth above and incorporated herein by this reference, the sum of \$10.00 in hand paid, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged and confessed, and intending to be legally bound, Authority and Grantee agree to the following:

1. The legal description and plat of the Pipeline Easement is hereby amended to include Parts I and II of the Additional Surface Site described and depicted in Exhibits “A,” “A-1,” “B,” and “B-1”; and to include the Access Driveway described in Exhibit “C” and depicted in Exhibit “C-1”.

2. Parts I & II of the Additional Surface Site may only be used for the purpose of installing, operating, maintaining, repairing, and removing above and below ground appurtenances to allow for the interconnection of Grantee’s Pipeline with one of the three pipelines located within the Magellan Easement. Authority expressly reserves the right to grant pipeline and other easements through the Additional Surface Site; provided they do not unreasonably interfere with Grantee’s use of the Additional Surface Site.

3. The Access Driveway is non-exclusive and may only be used for the sole purpose of providing ingress and egress to and from the Additional Surface Site. Authority hereby reserves the right to use and grant the right to use the land burdened by the Access Driveway and any improvements placed thereon by Grantee for any purpose whatsoever, provided such use or grant does not unreasonably interfere with Grantee’s use of the Access Driveway for the purposes set forth herein.

4. As a condition precedent to Grantee’s use of the Additional Surface Site and the Access Driveway for any of the purposes set forth herein, Grantee must first obtain the express written consent of Magellan to Grantee’s use of the Additional Surface Site and of the Access Driveway pursuant to this Amendment and to the encroachment of the Additional Surface Site and Access Driveway upon the Magellan Easement authorized by this Amendment. (the “Magellan Consent”). Grantee to provide Authority with an executed copy of the Magellan Consent prior to any construction activities on Additional Surface Site or Access Driveway. In the event the Magellan Consent is not obtained within one year from the date hereof, then this Amendment of Pipeline Easement will terminate and be of no further force and effect.

5. Section A of the Pipeline Easement is hereby amended to add the following paragraph to the end of said Section A:

Grantee shall pay a fee for the use of the Additional Surface Site and Access Driveway in the amount of Twenty Seven Thousand Nine Hundred Fifty Eight and 33/100 Dollars (\$27,958.33) to cover use of the Additional Surface Site through midnight September 8, 2024. During each succeeding ten (10) year period during the term of this Pipeline Easement, the annual fee for the Additional Surface Site and Access Driveway will be ten percent (10%) of the product of .22 acres and the per acre equalization value then assigned by Authority to the Additional Surface Site and Access Driveway. Grantee may prepay all annual installments due for each ten (10) year period at the beginning of each such period.

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

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized officers as of the date set forth below, to be effective, however, for all purposes, as of the Effective Date.

EXECUTED, this _____ day of November, 2017.

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

By: _____
John P. LaRue, Executive Director

GRANTEE

NUSTAR LOGISTICS, L.P.
By: NuStar GP, Inc. its general partner

By: _____
Name: _____
Title: _____

"Grantee"

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ day of November, 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 BEXAR §

This Agreement was acknowledged before me on the _____ day of _____, 2014, by _____, the _____ of NuStar GP, Inc., a Delaware corporation, general partner of NuStar Logistics, L.P., a Delaware limited partnership, on behalf of said limited partnership.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT A
0.10 ACRE (4,496.52 SQ FT)
ADDITIONAL SURFACE SITE – PART I
LEGAL DESCRIPTION

STATE OF TEXAS
COUNTY OF NUECES

BEING a 0.10 acre surface site situated in the Nueces County Navigation District No. 1 Survey, Abstract No. 2682, Nueces County, Texas and being out of a 2,694.93 acre tract described in Deed dated May 7, 1930 from Dan Moody to Nueces County Navigation District No. 1 and recorded in Volume 192, Page 579 of the Deed Records of Nueces County, Texas, and this surface site being more particularly described by metes and bounds as follows;

BEGINNING at a set 5/8 inch iron rod for the northeast corner of the herein described surface site, said iron rod having a Texas State Plane coordinate NAD 83 Texas South Zone of X = 1,326,303.76 and Y = 17,190,582.37, and being located South 72° 51' 37" West a distance of 150.08 feet from an existing brass disc located in a headwall and marked "CELL-B" (2010), said disc having a Texas State Plane coordinate NAD 83 Texas South Zone of X = 1,326,447.17 and Y = 17,190,626.60;

THENCE South for a distance of 42.42 feet to a set 5/8 inch iron rod for the southeast corner of the herein described surface site;

THENCE West for a distance of 106.00 feet to a set 5/8 inch iron rod for the southwest corner of the herein described surface site;


THENCE North for a distance of 42.42 feet to a set 5/8 inch iron rod for the northwest corner of the herein described surface site;

THENCE East for a distance of 106.00 feet to the **POINT OF BEGINNING**, Containing 4,496.52 square feet or 0.10 acre of land.

Reference is made to that plat accompanying this legal description. (Exhibit "A-1")

Bearings are based on GPS Observation NAD83 Texas South Zone. Coordinates and distances shown hereon are grid.

The above legal description is based on an actual survey made on the ground under my supervision.


Ganem & Kelly Surveying, Inc.
By: George A. Ganem, Jr.
Registered Professional Land Surveyor
Texas No. 4681

Date 11/6/2017



Port of Corpus Christi Authority
Nustar Logistics, L.P.
0.10 Acre Additional Surface Site-Part I
PC17-189

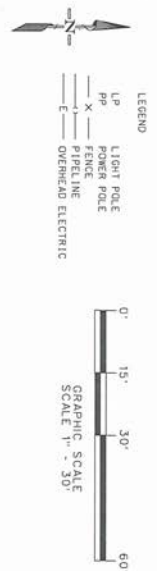
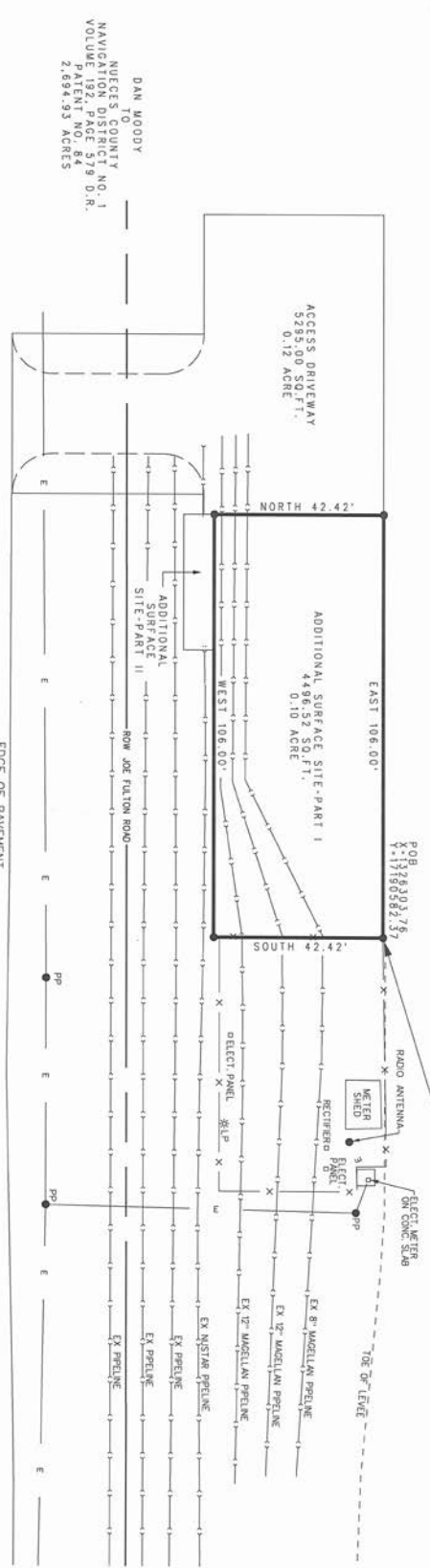


EXHIBIT A-1
NUECES COUNTY NAVIGATION
DISTRICT NO. 1 SURVEY
A-2682
SOUTH SHORE DREDGE MATERIAL
PLACEMENT AREA (CELL B)

PCCA "CELL-B" (2010)
 BRASS 4 1/2" IN. H.E. ADWALL
 N 17° 06' 26.60"



THIS SURVEY WAS COMPLETED WITH OUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.

THIS PLAT IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY AS DEFINED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.




BEARINGS ARE BASED ON GPS OBSERVATION MADE BY TEXAS SOUTH ZONE COORDINATES AND DISTANCES SHOWN HEREON ARE GRID

THE ABOVE PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.

George A. Ganem, Jr.
 DATE 11/16/2017



GEORGE A. GANEM, JR.
 GANEM & KELLY SURVEYING, INC.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS NO. 4681

 Logistics L.P.		2310 LOOP 1804 W SAN ANTONIO, TEXAS 78248 TEL: (210) 918-2000 T-800-531-7511		ADDITIONAL SURFACE SITE-PART I	
DRAWN BY : G.K.S.		SCALE: 1" = 30'		PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS	
CHECKED BY: G.A.G.		DATE: 09/26/2017		NUECES COUNTY, TEXAS	
APPROVED BY: G.A.G.		JOB NO. PC17-189		GANEM & KELLY SURVEYING, INC.	
				1448 STREET, SUITE 5 POINT COMFORT, TEXAS 77378 TEL: (210) 987-2011 FIRM NO. 10080300	
				DMC. NO. PC17-189	
				REVISION	
				REV A: 11/03/17	

• SET 5/8" IRON ROD

EXHIBIT B
0.006 ACRE (257.72 SQ FT)
ADDITIONAL SURFACE SITE – PART II
LEGAL DESCRIPTION

STATE OF TEXAS
COUNTY OF NUECES

BEING a 0.006 acre surface site situated in the Nueces County Navigation District No. 1 Survey, Abstract No. 2682, Nueces County, Texas and being out of a 2,694.93 acre tract described in Deed dated May 7, 1930 from Dan Moody to Nueces County Navigation District No. 1 and recorded in Volume 192, Page 579 of the Deed Records of Nueces County, Texas, and this surface site being more particularly described by metes and bounds as follows;

BEGINNING at a set 5/8 inch iron rod for the northeast corner of the herein described surface site, said point having a Texas State Plane coordinate NAD 83 Texas South Zone of X = 1,326,231.76 and Y = 17,190,539.95, and being located South 68° 05' 18" West a distance of 232.18 feet from an existing brass disc located in a headwall and marked "CELL-B" (2010), said disc having a Texas State Plane coordinate NAD 83 Texas South Zone of X = 1,326,447.17 and Y = 17,190,626.60;

THENCE South for a distance of 7.58 feet to a set 5/8 inch iron rod for the southeast corner of the herein described surface site;

THENCE West for a distance of 34.00 feet to a set 5/8 inch iron rod for the southwest corner of the herein described surface site;


THENCE North for a distance of 7.58 feet to a set 5/8 inch iron rod for the northwest corner of the herein described surface site;

THENCE East for a distance of 34.00 feet to the **POINT OF BEGINNING**, Containing 257.72 square feet or 0.006 acre of land.

Reference is made to that plat accompanying this legal description. (Exhibit "B-1")

Bearings are based on GPS Observation NAD83 Texas South Zone. Coordinates and distances shown hereon are grid.

The above legal description is based on an actual survey made on the ground under my supervision.



Ganem & Kelly Surveying, Inc.
By: George A. Ganem, Jr.
Registered Professional Land Surveyor
Texas No. 4681

Date 11/6/2017



Port of Corpus Christi Authority
Nustar Logistics, L.P.
0.006 Acre Additional Surface Site-Part II
PC17-189

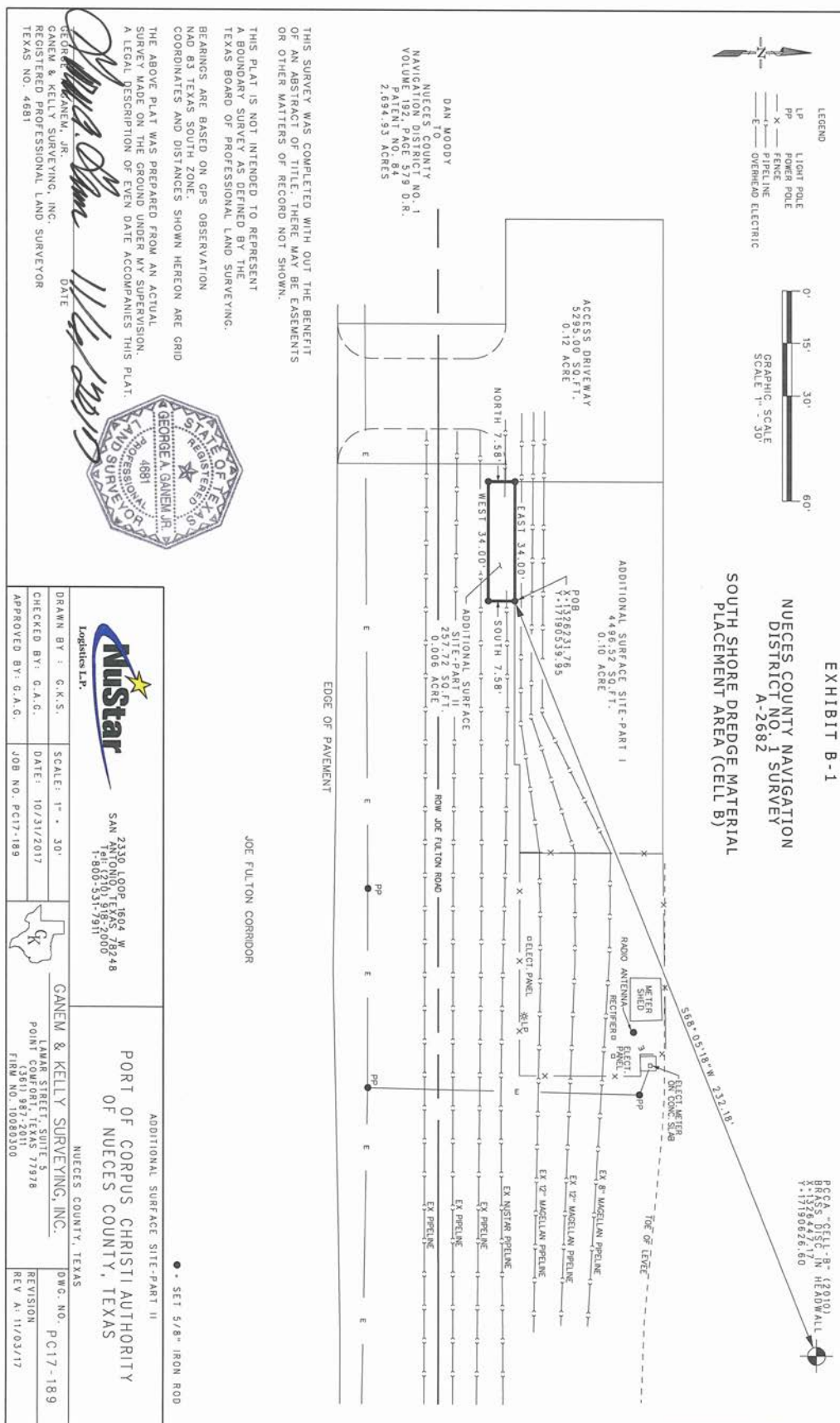


EXHIBIT C
0.12 ACRE (5,295.00 SQ FT)
ACCESS DRIVEWAY
LEGAL DESCRIPTION

STATE OF TEXAS
COUNTY OF NUECES

BEING a 0.12 acre access driveway situated in the Nueces County Navigation District No. 1 Survey, Abstract No. 2682, Nueces County, Texas and being out of a 2,694.93 acre tract described in Deed dated May 7, 1930 from Dan Moody to Nueces County Navigation District No. 1 and recorded in Volume 192, Page 579 of the Deed Records of Nueces County, Texas, and this access driveway being more particularly described by metes and bounds as follows;

BEGINNING at a set 5/8 inch iron rod for the northeast corner of the herein described access driveway, said iron rod having a Texas State Plane coordinate NAD 83 Texas South Zone of X = 1,326,197.76 and Y = 17,190,582.37, and being located South 79° 56' 39" West a distance of 253.30 feet from an existing brass disc located in a headwall and marked "CELL-B" (2010), said disc having a Texas State Plane coordinate NAD 83 Texas South Zone of X = 1,326,447.17 and Y = 17,190,626.60;

THENCE South for a distance of 45.00 feet to a set 5/8 inch iron rod for a southeasterly exterior corner of the herein described access driveway;

THENCE West for a distance of 5.00 feet to a set 5/8 inch iron rod for a southeasterly interior corner of the herein described access driveway;

THENCE South for a distance of 48.00 feet to a set 5/8 inch iron rod for the southeast corner of the herein described access driveway;

THENCE West for a distance of 40.00 feet to a set 5/8 inch iron rod for the southwest corner of the herein described access driveway;

THENCE North for a distance of 48.00 feet to a set 5/8 inch iron rod for a southwesterly interior corner of the herein described access driveway;

THENCE West for a distance of 30.00 feet to a set 5/8 inch iron rod for a southwesterly exterior corner of the herein described access driveway;

THENCE North for a distance of 45.00 feet to a set 5/8 inch iron rod for the northwest corner of the herein described access driveway;

THENCE East for a distance of 75.00 feet to the **POINT OF BEGINNING**, Containing 5,295.00 square feet or 0.12 acre of land.

Reference is made to that plat accompanying this legal description. (Exhibit "C-1")

Bearings are based on GPS Observation NAD83 Texas South Zone. Coordinates and distances shown hereon are grid.

The above legal description is based on an actual survey made on the ground under my supervision.


Ganem & Kelly Surveying, Inc.
By: George A. Ganem, Jr.
Registered Professional Land Surveyor
Texas No. 4681



Date 11/4/2010

Port of Corpus Christi Authority
Nustar Logistics, L.P.
0.12 Acre Access Driveway
PC17-189

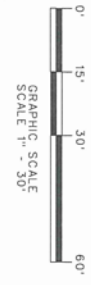
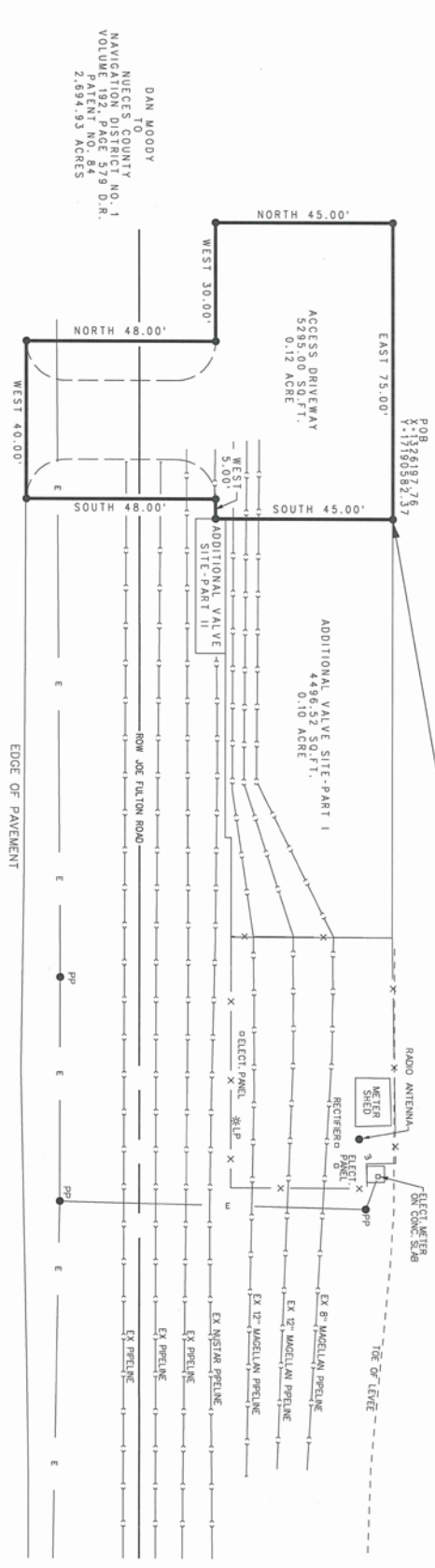
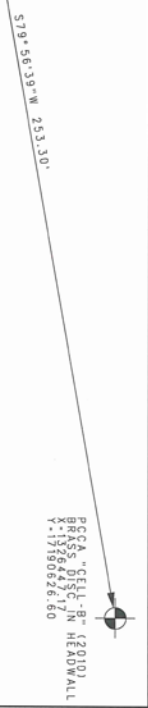


EXHIBIT C-1
NUECES COUNTY NAVIGATION
DISTRICT NO. 1 SURVEY
A-2682
SOUTH SHORE DREDGE MATERIAL
PLACEMENT AREA (CELL B)



THIS SURVEY WAS COMPLETED WITH OUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.

THIS PLAT IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY AS DEFINED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.

BEARINGS ARE BASED ON GPS OBSERVATION NAD 83 TEXAS SOUTH ZONE. COORDINATES AND DISTANCES SHOWN HEREON ARE GRID. THE ABOVE PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.

George T. Ganem, Jr.
 DATE 11/14/2017

GEORGE T. GANEM, JR.
 GANEM & KELLY SURVEYING, INC.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS NO. 4681



		23.50 HOP 1604 N SAN JOE (710) 518-2000 1-800-531-7911		PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS	
DRAWN BY: G.K.S. CHECKED BY: G.A.G. APPROVED BY: G.A.G.	SCALE: 1" = 30' DATE: 10/31/2017 JOB NO. PC17-189	GANEM & KELLY SURVEYING, INC. LAWRENCE STREET, SUITE 3 POINT CROFT, TEXAS 77978 (361) 987-2015 FIRM NO. 10080300	DWG. NO. PC17-189 REVISION REV A: 11/03/17	NUECES COUNTY, TEXAS	

DATE: November 14, 2017

TO: Port Commission

FROM: Darrin Aldrich, Director of Real Estate
Darrin@pocca.com
(361) 885-6169

Approve a First Amendment to Easement and Right of Way Agreement with AEP Texas, Inc. for the Installation of a 138kV Underground Electric Transmission Line on a 138.47 Acre Tract of Land West of US Highway 181 Frontage Road, San Patricio County, Texas.

SUMMARY: AEP Texas, Inc. (AEP) representatives are requesting an Amendment to an Easement and Right-of-Way Agreement for the burial of a portion of a 138kV electric transmission line on a 138.47-acre tract of land located west of U.S Hwy 181 in San Patricio County, Texas.

BACKGROUND: In 2015, the PCCA purchased a 138.47-acre tract of land west of U.S. Hwy 181 for future development in the vicinity of La Quinta Terminal in San Patricio County, Texas. In April 2017, ExxonMobil and SABIC selected a site adjacent to the La Quinta Terminal tracts to build a \$10 Billion, 1,300 acre plastic manufacturing complex. The development plan for the PCCA property west of U.S. 181 includes rail, heavy haul road and drainage improvements to facilitate the construction of the ExxonMobil and SABIC project. The intent of this AEP easement amendment is to remove a portion of an aerial obstruction that hinders the development plan for the property. The project includes the burial of electric transmission lines together with conduits, static wires, communication circuits and other appurtenances.

ALTERNATIVES: None

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

EMERGENCY: N/A

FINANCIAL IMPACT: None – No fees are assessed for AEP electrical service easements granted to serve PCCA customers.

STAFF RECOMMENDATION: Staff recommends approval of the Easement and Right of Way Amendment with AEP Texas, Inc.

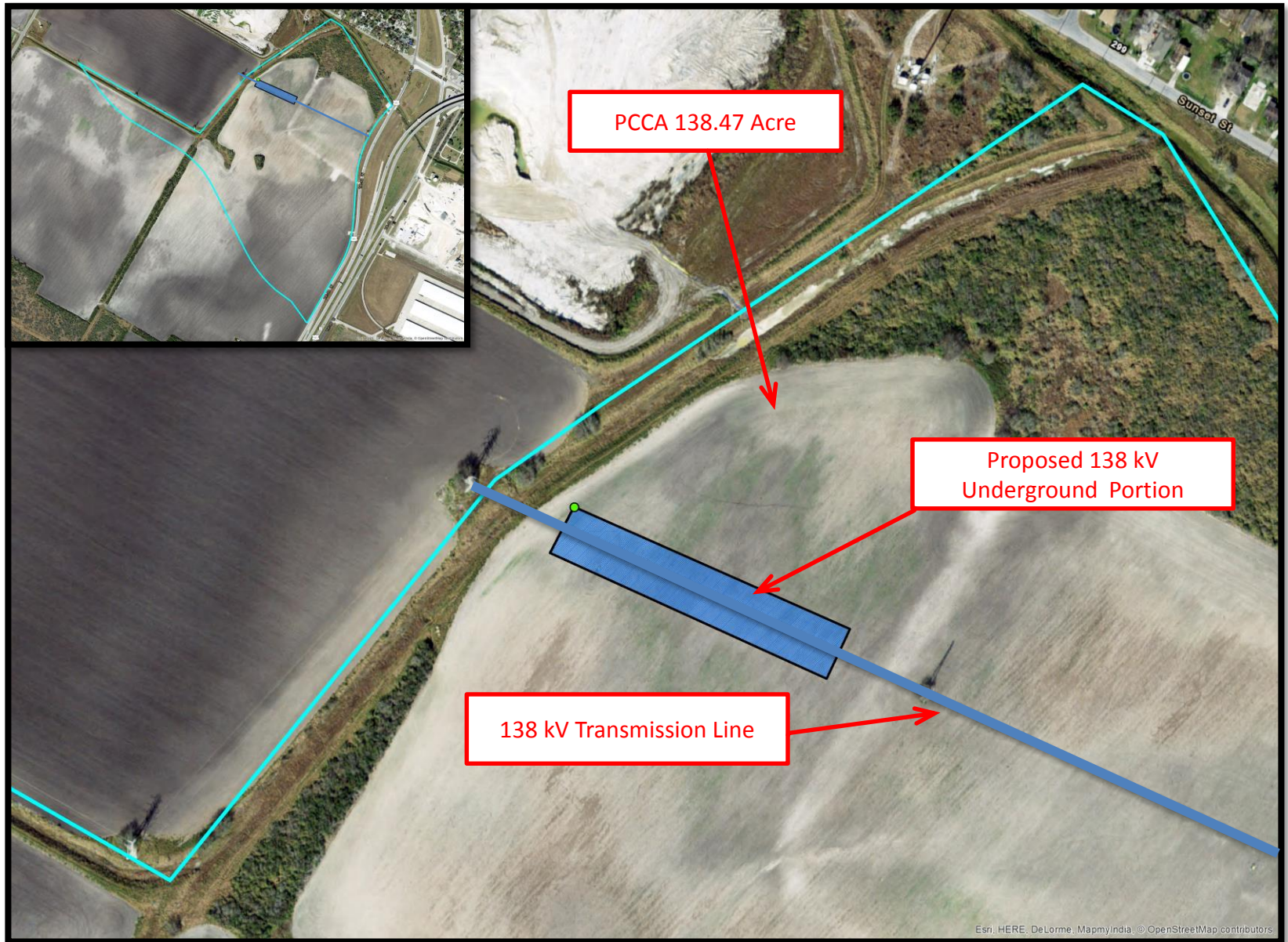
DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate
Reviewed & Approved	Darrin Aldrich Kent Britton
Legal	R. Bryan Stone
Senior Staff	John LaRue Sean Strawbridge Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
First Amendment to Easement and Right of Way Agreement

Approve an Amendment of Easement and Right of Way Agreement with AEP Texas, Inc. for the Installation of a 138kV Underground Electric Transmission Line on a 138.47 Acre Tract of Land West of US Highway 181 Frontage Road, San Patricio County, Texas.



**FIRST AMENDMENT TO
EASEMENT AND RIGHT OF WAY AGREEMENT**

THIS FIRST AMENDMENT TO EASEMENT AND RIGHT OF WAY AGREEMENT (the “Amendment”) is executed as of the 14 day of November, 2017 between **PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS**, acting herein by and through its Port Commissioners hereunto duly authorized (the “Authority”) and **AEP TEXAS INC.**, a Delaware Corporation (“Grantee”).

RECITALS

A. A.F. Abney and Annie B. Abney, husband and wife, predecessor of the Authority, executed that certain Easement and Right of Way to Central Power and Light Company (now known as “AEP Texas, Inc.” and referred to herein as “Grantee”) (the “Easement”), dated October 6, 1927, recorded in Vol. 88, Page 328, Deed Records of San Patricio County, Texas, granting an easement and right of way over, across and upon the following described property located in San Patricio County, Texas to-wit: Being a tract of 227.34 acres of land out of Block O of the Paul Sub. of the Coleman Fulton Pasture Co. as per Deed Records of San Patricio County Texas (the “Property”).

B. The Authority is the current owner of that portion of the Property containing the Easement as more particularly described on Exhibit “A” attached hereto, and which is incorporated herein by reference for all purposes (the “Authority Tract”).

C. The Authority and Grantee desire to amend the Easement relating to the Authority Tract as set forth in this Amendment.

NOW, THEREFORE, the Authority and Grantee, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, consent and agree to amend the Easement as follows:

1. Grantee may reconstruct, bury and maintain a portion of the transmission line on the Authority Tract as more particularly described and depicted on Exhibit “B” attached hereto, and which is incorporated herein by reference for all purposes. The Distribution Line running underground is to be encased in red concrete. Transitions to above-ground lines shall be at as steep a slope as practical.

2. This Amendment shall be binding on the successors and assigns of the parties.

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

4. This Amendment may be executed in multiple counterparts, each of which will be considered to be an original. Signature pages may be detached from the counterparts and attached

to a single copy of this document to physically form one document. The parties may provide signatures to this Amendment by facsimile or Adobe “.pdf” file and such facsimile or Adobe “.pdf” file signatures shall be deemed to be the same as original signatures.

(Signature page to follow)

WITNESS this ____ day of _____, 2017.

GRANTOR:

PORT OF CORPUS CHRISTI AUTHORITY

By: _____
John P. LaRue, Executive Director

GRANTEE:

AEP TEXAS INC.

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF NUECES §

 This instrument was acknowledged before me this the ____ day of _____2017,
by John P. LaRue, Executive Director of the Port of Corpus Christi Authority of Nueces County,
Texas, on behalf of the Port.

NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF NUECES §

 This instrument was acknowledged before me on the ____ day of _____, 2017,
by _____, _____ of
AEP Texas Inc., a Delaware corporation, on behalf of the corporation.

NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

EXHIBIT A

(Legal Description of the Property)

138.47 ACRE TRACT

(138.56 acres of land save & except 0.094 acres)

A 138.56 ACRE TRACT OF LAND OUT OF A 531.467 ACRE, AS RECORDED IN DOCUMENT NUMBER 422250, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a found 1" iron pipe for the southeast corner of a 72.476 acre tract, as recorded in Document No. 596633, Deed Records, San Patricio County, Texas, and being an interior corner of said 531.467 acre tract and an interior corner of the herein described tract;

THENCE North 39°03'14" East, with the common line of said 72.476 acre tract and said 531.467 acre tract, a distance of 956.27 feet to a found 5/8 inch iron rod for a corner of said 72.476 acre tract and of said 531.467 acre tract and for a corner of the herein described tract;

THENCE North 54°52'57" East, with said common line, a distance of 251.98 feet to a found 5/8 inch iron rod for the northeast corner of said 72.476 acre tract, the southeast corner of second 72.476 acre tract as recorded in Document No. 537419, Deed Records, San Patricio County, Texas, a corner of said 531.467 acre tract and a corner of the herein described tract;

THENCE North 56°21'22" East, with the common line of said second 72.476 acre tract and said 531.467 acre tract, a distance of 1135.49 feet to found 5/8 inch iron rod for the most northerly corner of said 531.467 acre tract and the most northerly corner of the herein described tract;

THENCE South 54°20'59" East, with the north boundary line of said 531.467 acre tract, a distance of 11.12 feet to a found 5/8 inch iron rod for a corner of said 531.467 acre tract, being on the south line of a 100 foot drainage easement as referenced in Volume 85, Page 133, Deed Records, San Patricio County, Texas, and for a corner of the herein described tract;

THENCE South 31°58'09" East, with the north line of said 531.467 acre tract, same being the south line of said 100 foot drainage easement, at a distance of 1360.18 feet pass a found concrete monument, continue for a total distance of 1361.81 to a set 5/8 inch iron rod with a red plastic cap stamped "NAISMITH ENG. C.C., TX" (herein after called set 5/8 inch iron rod) for the northeast corner of said 531.467 acre tract, the northeast corner of a 0.094 acre save & except tract as recorded in Document Numbers 543463-543466, Deed Records, San Patricio County, Texas, and the northeast corner of the herein described tract, said point being on the west-right-of-way line of U.S. Highway 181 and being the beginning of a curve to the left having a radius of 1477.20 feet, a chord bearing of South 25°22'42" West and a chord distance of 1077.09 feet;

THENCE with said curve to the left, and with the common line of said 531.467 acre tract and said westerly right-of-way line of U.S. Highway 181, an arc distance of 1102.50 feet to a set 5/8 inch iron rod for a corner of the herein described tract;

THENCE South 04°01'44" West, with said common line, a distance of 520.00 feet to a set 5/8 inch iron rod for a corner of the herein described tract and the beginning of a curve to the right having a radius of 1387.39 feet, a chord bearing of South 17°00'39" West and a chord distance of 624.19 feet;

THENCE with said curve to the right, and with said common line, an arc distance of 629.58 feet to a found 5/8 inch iron rod for a corner of the herein described tract;

THENCE South 30°00'39" West, with said common line, a distance of 252.31 feet to a found 5/8 inch iron rod for a corner of the herein described tract;

THENCE South 29°52'57" West, with said common line, a distance of 580.23 feet to a set iron rod for a corner of the herein described tract;

THENCE North 65°27'22" West, leaving said common line and crossing said 531.467 acre tract, a distance of 16.53 feet to a set iron rod for a corner of the herein described tract;

THENCE North 35°27'22" West, a distance of 325.93 feet to a set iron rod for a corner of the herein described tract and the beginning of a curve to right having a radius of 1597.69 feet, a chord bearing of North 42°40'12" West and a chord distance of 859.22 feet;

THENCE with said curve to the right, an arc distance of 869.92 feet to a set iron rod for a corner of the herein described tract;

THENCE North 27°04'17" West, a distance of 971.72 feet to a set iron rod for a corner of the herein described tract and the beginning of a curve to left having a radius of 1267.69 feet, a chord bearing of North 43°33'58" West and a chord distance of 719.86 feet;

THENCE with said curve to the left, an arc distance of 729.90 feet to a set iron rod for a corner of the herein described tract;

THENCE North 60°03'38" West, a distance of 534.74 feet to a set iron rod for a corner of the herein described tract and the beginning of a curve to right having a radius of 1597.69 feet, a chord bearing of North 48°55'40" West and a chord distance of 616.99 feet;

THENCE with said curve to the right, an arc distance of 620.89 feet to a set iron rod for a corner of the herein described tract;

THENCE North 37°47'41" West, a distance of 502.65 feet to a set iron rod on the common line of said 531.467 acre tract and the south line of said 72.476 acre tract, as recorded in Document No. 596633, for a corner of the herein described tract;

THENCE South 60°05'38" East, with said common line, a distance of 1815.16 feet to the **POINT OF BEGINNING** and containing 6,035,724 square feet or 138.56 acres of land.

SAVE & EXCEPT A 0.094 ACRE TRACT AS RECORDED IN DOCUMENT NUMBERS 543463-543466, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS.

NOTE: ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE NAD 1983.

AEP TEXAS INC.
WHITEPOINT TO DUPONT RELOCATE
100' WIDE TRANSMISSION LINE EASEMENT
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

AEP PARCEL NO. 1.000
SAM Job No. 39707
SHEET 1 OF 2

EXHIBIT "B"
56,091 SQUARE FEET OR 1.288 ACRES

BEING A TRACT OF LAND LOCATED IN THE J. KEATING SURVEY, ABSTRACT NO. 180, SAN PATRICIO COUNTY, TEXAS, AND BEING PART OF A TRACT CONVEYED IN DEED TO PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, RECORDED IN DOCUMENT NUMBER 649208, OFFICIAL PUBLIC RECORDS, SAN PATRICIO COUNTY, TEXAS (O.P.R.S.P.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "SAM" SET, FROM WHICH A 5/8-INCH IRON ROD WITH CAP STAMPED "NAISMITH ENG. C.C. TX" FOUND IN A NORTHWEST LINE OF SAID PORT OF CORPUS CHRISTI AUTHORITY TRACT FOR THE COMMON CORNER OF A TRACT CONVEYED IN DEED TO BERRY CONTRACTING, INC., RECORDED IN FILE NO. 537419, REAL PROPERTY RECORDS, SAN PATRICIO COUNTY, TEXAS (R.P.R.S.P.C.T.), AND A TRACT CONVEYED IN DEED TO PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, RECORDED IN DOCUMENT NUMBER 656771, O.P.R.S.P.C.T. BEARS NORTH 16 DEGREES 34 MINUTES 39 SECONDS EAST, A DISTANCE OF 204.30 FEET, SAID POINT OF BEGINNING HAVING GRID COORDINATES OF N: 17223358.44, E: 1370657.24;

THENCE OVER AND ACROSS SAID PORT OF CORPUS CHRISTI AUTHORITY TRACT THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) SOUTH 65 DEGREES 23 MINUTES 17 SECONDS EAST, A DISTANCE OF 560.10 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SAM" SET,
- 2) SOUTH 24 DEGREES 19 MINUTES 56 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SAM" SET, FROM WHICH A 5/8-INCH IRON ROD WITH CAP STAMPED "NAISMITH ENG. C.C. TX" FOUND ON THE COMMON LINE OF SAID PORT OF CORPUS CHRISTI AUTHORITY TRACT AND US HIGHWAY 181 BEARS SOUTH 39 DEGREES 12 MINUTES 38 SECONDS EAST, A DISTANCE 1,271.89 FEET,
- 3) NORTH 65 DEGREES 23 MINUTES 17 SECONDS WEST, A DISTANCE OF 561.76 FEET TO A 5/8-INCH IRON ROD WITH A CAP STAMPED "SAM" SET, AND
- 4) NORTH 25 DEGREES 17 MINUTES 04 SECONDS EAST, A DISTANCE OF 100.00 FEET TO A **POINT OF BEGINNING** AND CONTAINING 56,091 SQUARE FEET OR 1.288 ACRES, MORE OR LESS.

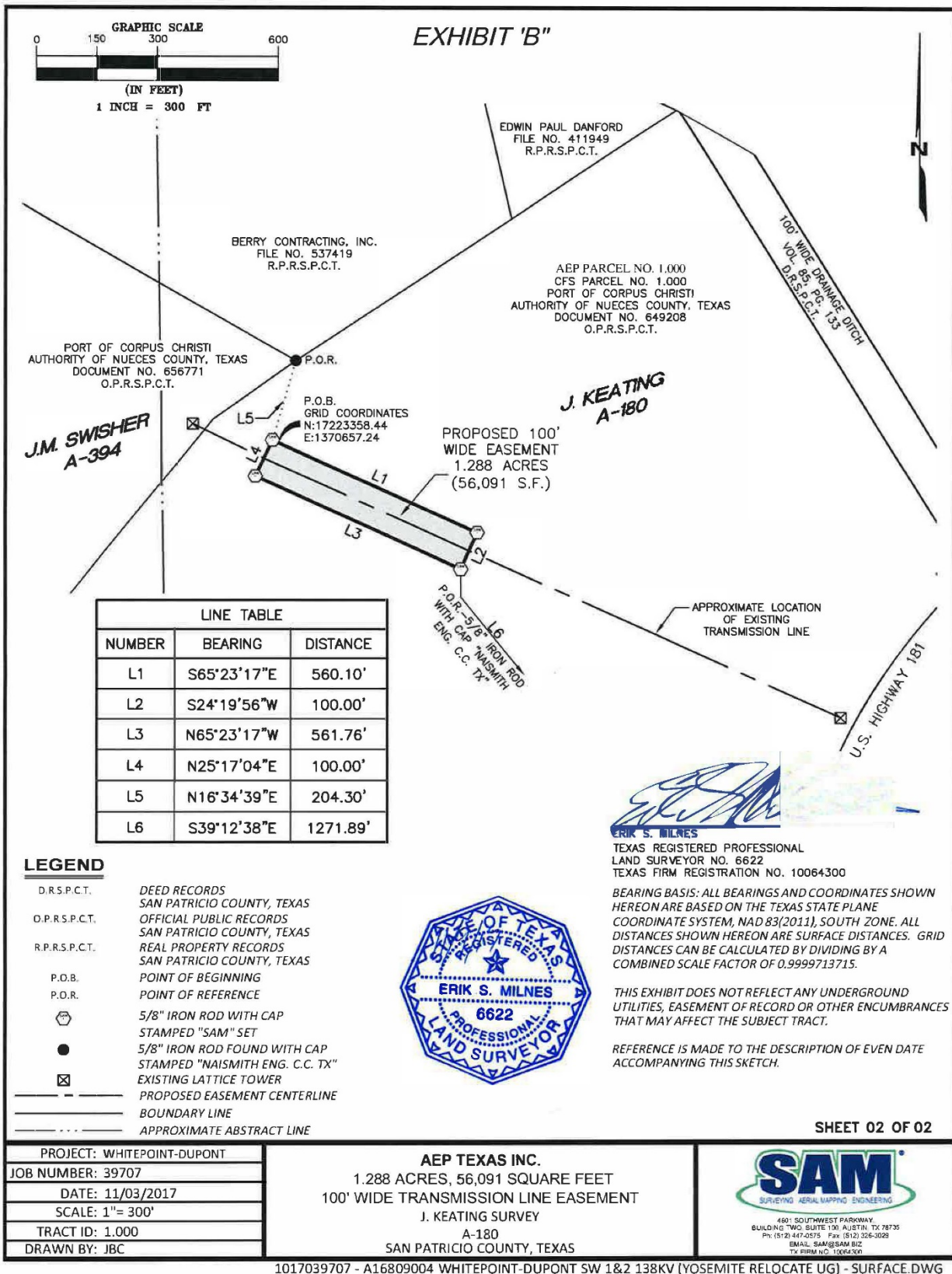
BEARING BASIS: ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83(2011), SOUTH ZONE. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES. GRID DISTANCES CAN BE CALCULATED BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.9999713715.

REFERENCE IS MADE TO THE SKETCH OF EVEN DATE ACCOMPANYING THIS DESCRIPTION.


ERIK S. MILNES
TEXAS REGISTERED PROFESSIONAL
LAND SURVEYOR NUMBER 6622
SURVEYING AND MAPPING, LLC.
TEXAS FIRM REGISTRATION NO. 10064300

DATE: NOVEMBER 03, 2017





DATE: November 14, 2017

TO: Port Commission

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

Reject bids received October 31, 2017, for Construction of the La Quinta Terminal Upland Buffer Area (Re-Bid) Project.

SUMMARY: Staff recommends the Port Commission reject bids received on October 31, 2017 for the construction of the La Quinta Terminal Upland Buffer Area (Re-Bid) project.

BACKGROUND: In May 2017, the Commission approved a professional services contract with Freese and Nichols, Inc. to finalize the design and prepare contract documents to create a buffer area on the west side of the La Quinta property. The scope and final design consisted of converting the approximately 180-acre Dredge Material Placement Area (DMPA) 14 into an area with elevated berms along the Port's western boundary, which would be planted with tree vegetation landscaping and an irrigation system, and also consisted of configuring the remaining area into a smaller DMPA.

The bid documents included both a Base Bid and an Alternate Base Bid. The bid items were similar except that, for the Base Bid, much of the area was covered with a lower cost hay mulch erosion protection, while the Alternate Base Bid replaced the hay mulching with top soil, hydro seeding, and installation of erosion control fabric.

On October 31, 2017, the PCCA received two bids. PLW Waterworks, LLC submitted the lowest Base Bid in the amount of \$5,975,559.38 and provided a bid of \$7,331,169.68 for the Alternate Base Bid. (See attached Bid Tabulation.)

Given the potential need to utilize the existing DMPA 14 for dredge material for upcoming dredging projects, staff brought this item to the Commission's Long Range Planning Committee for discussion, consideration, and the ultimate recommendation to reject the bids.

ALTERNATIVES: N/A

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

Objective #2B – Provide Public Docks and Support Private Facilities to Facilitate Maritime and Industrial Development).

EMERGENCY: No.

FINANCIAL IMPACT: The original budget for this project was \$3,725,000 and was based on 2013 assumptions. By maintaining the current configuration of the existing DMPA 14, the PCCA will have increased DMPA capacity for the PCCA and its customer's projects.

STAFF RECOMMENDATION: Staff recommends the Port Commission reject bids received on October 31, 2017 for the La Quinta Terminal Upland Buffer Area (Re-bid) project.

DEPARTMENTAL CLEARANCES:

Originating Department Engineering Services

Reviewed & Approved David Krams

Senior Staff John LaRue
Sean Strawbridge
Dennis DeVries

LIST OF SUPPORTING DOCUMENTS:

Bid Tabulation



**BID TABULATION FOR
LA QUINTA UPLAND BUFFER - REBID
PROJECT NO. 14-047A
Bid Opening: October 31, 2017 - 2:00 PM**

Company Name	Bid Bond or Check	Base Bid ^A	Alternate Base Bid ^B
PLW Waterworks, LLC	5% Bid Bond	\$5,975,559.38	\$7,331,169.68
Great Bear Construction	No	\$12,398,607.80	\$14,338,154.30

Project to be complete within 270 calendar days of date of said Notice to Proceed

^A **BASE BID:** This project scope includes earthwork, irrigation, and hay mulch erosion control improvements to create an Upland Buffer Area within the footprint of existing DMPA 14 on the western side of the PCCA La Quinta Terminal property and establish a reduced Dredge Material Placement Area 14. The earthwork scope includes the excavation, transportation, and placement of various materials in order to separate the DMPA from the Upland Buffer Area, re-establish DMPA 14 levees, create the Upland Buffer, establish positive drainage from the site, planting of trees and application of hay mulch for erosion control. Irrigation improvements include 4" PVC piping and irrigation leads, heads, and controllers for temporary drip irrigation to establish trees on the Upland Buffer Area. Erosion control vegetation to be established by the contractor includes hydromulched grass seed on drainage channel slopes and trees in the Upland Buffer Area. This is a Lump Sum bid item.

^B **ADDITIVE BID ITEM 1:** This project scope includes earthwork, irrigation, and erosion control improvements to create an Upland Buffer Area within the footprint of existing DMPA 14 on the western side of the PCCA La Quinta Terminal property and establish a reduced Dredge Material Placement Area 14. The earthwork scope includes the excavation, transportation, and placement of various materials in order to separate the DMPA from the Upland Buffer Area, re-establish DMPA 14 levees, create the Upland Buffer, establish positive drainage from the site, planting of trees and application of hay mulch for erosion control. Irrigation improvements include 6" PVC piping and irrigation leads, heads, and controllers for temporary spray irrigation to establish erosion control vegetation on the Upland Buffer Area. Erosion control vegetation to be established by the contractor on a performance basis includes hydromulched grass seed on the channel slopes, and hydromulch grass seed protected by a temporary erosion control blanket and trees on the Upland Buffer Area. This is a Lump Sum bid item.

Read By: Lynn Angerstein

Tabulated By: Procurement

Checked & Prepared By: Lucy Betancourt

Date: October 31, 2017

DATE: November 14, 2017

TO: Port Commission

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

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

Adopt a Resolution Approving a Memorandum of Agreement with the United States Army Corps of Engineers, Galveston District to Perform Work Associated with the Enforcement of Navigation Servitude for the Removal or Relocation of Pipelines Obstructing the Corpus Christi Ship Channel – Channel Improvement Project.

SUMMARY: Staff requests the Commission adopt a Resolution approving the attached Memorandum of Agreement with the United States Army Corps of Engineers, Galveston District (USACE) to perform work associated with the enforcement of navigation servitude for the removal or relocation of pipelines obstructing the Corpus Christi Ship Channel Improvement Project.

BACKGROUND: On September 9, 2017, a Project Partnership Agreement (PPA) was executed with the Department of the Army (Government) for the design and construction of the remaining elements of the Corpus Christi Ship Channel – Channel Improvement Project (CIP) including widening and deepening the Corpus Christi Ship Channel from the Gulf of Mexico to the Viola Turning Basin and the construction of barge shelves on both sides of the ship channel across Corpus Christi Bay. Design of the first construction contract from the Gulf of Mexico to Harbor Island is ongoing, and construction is expected to begin early in 2018.

Per the Water Resources Development Act of 2007 and the terms of the PPA, the Government, in carrying out the CIP, shall enforce navigation servitude for the removal or relocation of pipelines obstructing the CIP. The PCCA is required to provide funds sufficient to cover the Government's administrative costs for this work. A projection of these costs have yet to be provided by the USACE but are not anticipated to exceed \$50,000.

CONFORMITY TO PORT POLICY: The CIP 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: Costs for these service are not expected to exceed \$50,000 and are required per the terms of the PPA.

STAFF RECOMMENDATION: Staff recommends the Commission adopt the attached Resolution approving the attached Memorandum of Agreement with the United States Army Corps of Engineers, Galveston District to perform work associated with the enforcement of navigation servitude for the removal or relocation of pipelines obstructing the Corpus Christi Ship Channel Improvement Project.

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:

Resolution
Memorandum of Agreement

**RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT
BETWEEN THE U.S. ARMY CORPS OF ENGINEERS, GALVESTON DISTRICT,
AND THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS**

WHEREAS, a Memorandum of Agreement between the U.S. Army Corps of Engineers, Galveston District (“USACE, Galveston”), and the Port of Corpus Christi Authority of Nueces County, Texas (“PCCA”) for work by USACE, Galveston to notify pipeline owners of requirement to remove or relocate pipelines to accommodate the Corpus Christi Ship Channel Project has been presented to PCCA’s Port Commission for approval;

WHEREAS, Section 1001(40) directs the Secretary, acting through the Corps of Engineers, to enforce navigation servitude in the Corpus Christi Ship Channel (including the removal or relocation of any facility obstructing the project) consistent with the cost sharing requires of Section 101 of WRDA 1986 (33 U.S.C. 2211);

WHEREAS, on September 9, 2017, the Department of Army and PCCA entered into a Project Partnership Agreement (the “PPA”) for the Corpus Christi Ship Channel Project (Main Channel Deepening and Widening and Barge Lane Separable Elements);

WHEREAS, pursuant to Articles II.J and VI.E of the PPA, PCCA must provide funds sufficient to cover the Government’s estimated administrative costs, including litigation expenses, associated with exercising the navigation servitude in advance of the Government performing such work; and

WHEREAS, PCCA is authorized by Section 60.152 of the Texas Water Code, as amended, to enter into the Memorandum of Agreement.

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

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

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

Section 3. The Chairman, the Vice Chairman, the Secretary, and the 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.

Section 4. This Resolution is hereby adopted by the Port Commission on November 14, 2017.

**MEMORANDUM OF AGREEMENT
BETWEEN
U.S. ARMY CORPS OF ENGINEERS,
GALVESTON DISTRICT
AND
PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS**

This Memorandum of Agreement ("MOA") is entered into this ____ day of _____, 2017, by and between the United States Army Corps of Engineers, Galveston District (hereinafter the "USACE, Galveston") represented by the District Engineer, and the Port of Corpus Christi Authority of Nueces County, Texas (hereinafter the "Non-Federal Sponsor") represented by its Executive Director.

WHEREAS, Section 1001(40) of the Water Resources Development Act of 2007, Public Law 110-114 (hereinafter "Section 1001"), authorizes the project for navigation and ecosystem restoration in the Corpus Christi Ship Channel, Texas, as recommended in the Chief of Engineers Report dated June 2, 2003;

WHEREAS, Section 1001(40) further directs the Secretary, acting through the Corps of Engineers, to enforce navigation servitude in the Corpus Christi Ship Channel (including the removal or relocation of any facility obstructing the project) consistent with the cost sharing requires of Section 101 of WRDA 1986 (33 U.S.C. 2211);

WHEREAS, USACE, Galveston, shall undertake the necessary actions to enforce the navigation servitude in the Corpus Christi Ship Channel Project as required by Section 1001(40);

WHEREAS, on September 9, 2017, the Government and the Non-Federal Sponsor entered into a Project Partnership Agreement for the Corpus Christi Ship Channel Project (Main Channel Deepening and Widening and Barge Lane Separable Elements) (the "PPA");

WHEREAS, pursuant to Articles II.J and VI.E of the PPA, the Non-Federal Sponsor must provide funds sufficient to cover the Government's estimated administrative costs, including litigation expenses, associated with exercising the navigation servitude in advance of the Government performing such work; and

WHEREAS, administrative and any legal costs incurred by USACE, Galveston to compel deep draft utility relocations would be shared 50/50 between the Non-Federal Sponsor and the utility owner.

NOW, THEREFORE, USACE, Galveston and the Non-Federal Sponsor do hereby enter into this Memorandum of Agreement in order to set forth the responsibilities of USACE, Galveston and Non-Federal Sponsor, along with the expense thereof, for the administrative procedures which must be accomplished for USACE, Galveston to prepare

notices to facility owners regarding the removal or relocation of facilities obstructing the Project.

ARTICLE I - DESCRIPTION OF WORK TO BE PERFORMED

A. USACE, Galveston will prepare and deliver letters signed by the District Chief of Real Estate to the owners of 43 pipelines informing said owners of their requirement to remove or relocate their existing pipeline(s) to accommodate the construction authorized by Section 1001(40) of the Water Resources Development Act of 2007, Public Law 110-114.

ARTICLE II - FUNDING

A. The Non-Federal Sponsor shall pay all costs identified as their responsibility in ARTICLE I above. USACE, Galveston shall bill the Non-Federal Sponsor in advance for the estimated cost of the items, and within 60 days of such billing, the Non-Federal Sponsor shall deposit funds in the amount of the billing with USACE, Galveston. USACE, Galveston shall not commence any work, or incur any obligations, until receipt of the necessary funds in advance.

B. If the USACE, Galveston forecasts that its actual costs for any such item will exceed the amount of funds available, it shall promptly notify the Non-Federal Sponsor of the amount of additional funds necessary to complete the work for that item. The Non-Federal Sponsor shall provide the additional funds to USACE, Galveston within 60 days of receipt of such notice.

C. Within 90 days of completing the work for all such items, USACE, Galveston shall conduct an accounting to determine the actual costs of the work. USACE, Galveston shall return to the Non-Federal Sponsor any funds advanced in excess of the actual costs as then known, or the Non-Federal Sponsor shall provide any additional funds necessary to cover the actual costs as then known.

D. To the extent permitted under applicable Federal laws and regulations, USACE, Galveston shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by USACE, Galveston, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this agreement. The costs of the non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by USACE, Galveston.

E. Nothing in this MOA shall be construed in such a manner as to cause a violation of the Anti-Deficiency Act.

ARTICLE III - APPLICABLE LAWS

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

ARTICLE IV - CONTRACTS CLAIMS AND DISPUTES

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

B. USACE, Galveston shall be responsible for handling all litigation involving disputes and appeals, and for coordinating with the Department of Justice as appropriate. USACE, Galveston shall notify the Non-Federal Sponsor of any such litigation and afford the Non-Federal Sponsor an opportunity to review and comment on the litigation proceedings and any resulting settlement negotiations.

ARTICLE V - LIABILITY

Subject to the provisions of Article XV of the PPA, the Non-Federal Sponsor shall hold and save USACE-Galveston free from all damages arising from the services provided pursuant to this MOA, except for damages due to the fault or negligence of USACE-Galveston or its contractors.

ARTICLE VI - MISCELLANEOUS

A. This MOA shall not affect any pre-existing or independent relationships or obligations between the Non-Federal Sponsor and USACE, Galveston.

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

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

D. USACE, Galveston and the Non-Federal Sponsor shall keep, for a minimum of three years after this agreement is completed, evidence pertaining to costs and expenses

incurred pursuant to this agreement to the extent and in such detail as will properly reflect costs associated with the agreement.

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

F. The Non-Federal Sponsor warrants that no person, or selling agency has been employed or retained to solicit or secure this agreement upon a contract or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Non-Federal Sponsor for the purpose of securing business. For breach or violation of this warranty, USACE, Galveston shall have the right to annul this agreement without liability, or in its discretion, to deduct from agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE VII - AMENDMENT, MODIFICATION AND TERMINATION

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

ARTICLE VIII - NOTICES

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

If to the Non-Federal Sponsor:

John P. LaRue
Executive Director
Port of Corpus Christi Authority of Nueces County, Texas
222 Power Street
Corpus Christi, TX 78401

If to USACE, Galveston:

Timothy J. Nelson
Chief, Real Estate Division
USACE, Galveston
2000 Fort Point Road
Galveston, TX 77553

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

C. Any notice, request, demand, or other communications made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is personally delivered or seven days after it is mailed, as the case may be.

B. The parties understand and agree that time is of the essence because of the time constraints set forth in Section 1001(40) for the consummation of this land exchange. The parties will exercise their best efforts to execute their responsibilities hereunder in a timely fashion.

THE PORT OF CORPUS CHRISTI
AUTHORITY OF
NUECES COUNTY, TEXAS

U.S. ARMY CORPS OF
ENGINEERS GALVESTON DISTRICT

John P. LaRue
Executive Director

Lars N. Zetterstrom
Colonel, U.S. Army
District Engineer

DATE: _____

DATE: _____

DATE: November 14, 2017

TO: Port Commission

FROM: John LaRue, Executive Director
john@pocca.com
361.816.3604

EXECUTIVE DIRECTOR'S REPORT

GOVERNMENT AFFAIRS

LOCAL

- Attended United Chamber Government Affairs committee meeting
- Attended PICC Public/Government Affairs committee meeting
- Attended San Patricio County EDC breakfast honoring Representative Lozano
- Attended US Economic Development Administration hurricane recovery workshop
- Participated in port leadership retreat
- Attended Port golf tournament
- Attended USCE/Port Project Partnership Agreement signing ceremony for our channel improvement project
- Attended Portland State of the City
- Attended Corpus Christi City Council meeting

STATE

- The Texas House of Representatives and Texas Senate have issued interim charges related to Hurricane Harvey. Government Affairs will continue to monitor for port impact/opportunities.

FEDERAL

- Congress returned from August recess with a busy agenda, top items include passing FY2018 appropriation bills, tax reform, etc. A short term continuing resolution funds the government through December 8th. Government Affairs will be monitoring trade, EPA, port security grant program, US Coast Guard funding, National Estuary Program funding, infrastructure package, WRDA and Harbor Maintenance Tax reform, hurricane supplemental legislation, etc.

- Hosted the House Committee on Oversight and Government Reform, presentation on impacts of Hurricane Harvey, response and recovery efforts was provided.
- Prepared and submitted the port's hurricane supplemental projects for consideration to Governor's office, Rebuild Texas, state and federal offices.



MEMORANDUM

To: Nelda Olivo
From: Hugo Berlanga
Re: October Report
Date: November 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:

Current Speaker of the House Joe Straus (R-San Antonio) suddenly announced that he will not be seeking re-election. Straus's announcement sent shockwaves through the Texas House of Representatives and will lead to a free for all race for the House to choose its next Speaker. Many have already announced interest in seeking the position and two have already announced their run for the position. Prior to Rep. Straus's announcement, Rep. Phil King (R-Weatherford) announced his candidacy for Speaker. Rep. King, chair of the House Homeland Security and Public Safety Committee, has proposed an overhaul on House rules and procedures. After Straus's announcement, Rep. John Zerewas (R-Richmond), chair of the House Appropriations Committee, announced he will also run for Speaker of the House.

The race for Speaker is sure to draw more candidates and the race will be long and drawn out due to some Representatives who have yet to decide to run for re-election and those who will not be elected until the March primary and next November's general elections.

The Texas Comptroller Glenn Hegar released the Certification Revenue Estimate (CRE) with projections of a higher revenue forecast for the 2018-2019 biennium. Hegar said that the estimates made in January's Biennial Revenue Estimate (BRE) remained within projections, but there is some uncertainty due to the economic impact from Hurricane Harvey. The BRE is released before a legislative session to give lawmakers a guide to crafting the state's budget and the CRE is released after a legislative session to adjust for economic factors and legislation passed during the session.

The Texas Department of Transportation (TxDOT) has earmarked \$12 billion in spending on projects to improve the freight network. The entire TxDOT plan calls for 2,400 projects worth \$65 billion, of which only \$40 billion are funded. The Texas freight traffic is expected to double between 2017 and 2045 and the Texas freight plan addresses projects for road, rail, port and air traffic.

In re-election news, Rep. Lyle Larson (R-San Antonio) will run for re-election as well as Rep. Charlie Geren (R-Fort Worth). Rep. Byron Cook (R-Corsicana) announced he will not be seeking re-election.

The Texas Windstorm Insurance Association (TWIA) will spend the balance of its catastrophe reserve fund to pay for Hurricane Harvey claims. TWIA said it expects record losses of \$1.13 billion as a result of Hurricane Harvey. Also, in a Senate Finance Committee hearing several Senators expressed concern with the speed and scope of the recovery efforts for Hurricane Harvey.

Both Speaker Straus and Lt. Governor Patrick have released their full list of interim charges. Many interim charges ask various committees to study the impact of Hurricane Harvey and how state agencies respond and prepare for future disasters.

List of House and Senate interim charges of interest:

HOUSE INTERIM CHARGES

House Committee on Agriculture and Livestock

1. Review the Texas Department of Agriculture's and the Texas Animal Health Commission's role in the response to Hurricane Harvey. Examine the short-term and long-term economic and agricultural impacts to producers in the agriculture and livestock industries in Texas as a result of Harvey. Identify ways to mitigate the impact and prevent substantial losses from Harvey and future natural disasters.

House Committee on Appropriations

1. Examine the use of federal funds by state agencies responding to the effects of Hurricane Harvey and identify opportunities to maximize the use of federal funds to reduce the impact of future natural disasters. Also, identify the need for state resources to respond to Harvey relief and recovery efforts, as well as opportunities for state investment in infrastructure projects that will reduce the impact of future natural disasters. (Issued on September 14, 2017)
2. Monitor the agencies and programs under the Committee's jurisdiction and oversee the implementation of relevant legislation passed by the 85th Legislature. In conducting this oversight, the Committee will also specifically monitor: All activities and expenditures related to Hurricane Harvey; Proposal by the University of Texas and Texas A&M systems to modernize the management of Permanent University Fund lands.

House Committee on Business and Industry

1. Evaluate the adequacy of the workforce currently available to the industries responsible for rebuilding the state's key infrastructure as well as residential and commercial properties damaged by Hurricane Harvey. Specifically, examine the labor needs within the construction industry and skilled trades and determine if local or state licensing requirements and regulations are an unnecessary barrier

to the ongoing success of post-Harvey recovery. (Joint charge with the House Committee on Licensing and Administrative Procedures)

House Committee on County Affairs

1. Examine how emergency response activities are organized, funded, and coordinated. Review the impact of natural disasters on county finances. Identify any deficiencies in authority for the most populous counties related to infrastructure planning, emergency response, and recovery. Explore ways to improve efficiencies and manage costs while protecting public safety. Additionally, study the relationship between the state, counties, non-governmental organizations, and churches in preparing for and responding to Hurricane Harvey and its aftermath, and determine if preparedness plans are adequate.

House Committee on Defense and Veterans' Affairs

1. Evaluate the impact of Hurricane Harvey related to the Texas Military Department, Emergency Management Council, and the Texas Division of Emergency Management. Recommend any changes that could improve operational stability and the reaction of these agencies following a natural disaster and changes that would allow for a more effective response.
2. Assess ways the State of Texas can further aid federal military installations and their communities in order to minimize the negative consequences of a Base Realignment and Closure round by the federal government.

House Committee on Insurance

1. Examine the effect of Hurricane Harvey on the insurance market in Texas. Include an evaluation of the status of the Texas Windstorm Insurance Association and Texas FAIR Plan Association, and of the impact of Harvey on the ability of these residual markets to achieve their statutory goals and meet the needs of their policyholders. Examine possible gaps and vulnerabilities in insurance coverage brought to light by Harvey and recommend ways to address these issues.

House Committee on International Trade and Intergovernmental Affairs

1. Review the state's communications with the federal government in response to Hurricane Harvey. Identify best practices and make recommendations for improvements to ensure the state maximizes federal resources in future emergencies.
2. Review the current state of infrastructure at Texas' international shipping ports and border ports of entry in Texas. Identify transportation-related impediments to international trade and estimate the impact of those challenges, including border wait times, on the state's economy. Make recommendations for improvements to facilitate international trade and economic growth. (Joint charge with the House Committee on Transportation)

3. Monitor developments with international trade agreements, including NAFTA, and review the impact of proposed and enacted changes on the state's economy.
4. Review the current trade relationship between Texas and Cuba and evaluate the potential impact of opening the trade relationship. Make recommendations to facilitate an increase in trade in the event federal restrictions are loosened.

House Committee on Transportation

1. Review the state's response to Hurricane Harvey and natural disaster preparedness with respect to the transportation system and transportation infrastructure. Make recommendations for improving agency operations related to emergency preparedness and response.
2. Study the ability of the TxDOT to deliver highway construction projects that reduce congestion and improve mobility, including the Department's options and limitations related to contracting. Make recommendations to improve the Department's ability to complete complex projects on time and under cost.
3. Review the management of the oversize/overweight permitting system and ensure that the state is adequately protecting the driving public and road integrity. Make recommendations to improve operations.

SENATE INTERIM CHARGES

Transportation Committee

1. Funding Opportunities for Texas Ports: Review the state's appropriations for Texas' ports and the Ship Channel Improvement Revolving Fund and make recommendations for increased investment to meet future needs.
2. Project Acceleration: Study and make recommendations regarding segregating state and federal transportation funding to accelerate project delivery.
3. Monitoring Charge: Progress of the TxDOT efforts to issue an annual permit for transporting overweight, sealed intermodal shipping containers on TxDOT approved routes within 30 miles of a port of entry or an international bridge.

Veterans Affairs and Border Security Committee

1. Military Installation: Identify opportunities to promote the strategic importance of military installations in Texas. Study the impact of the Aviation, Aerospace and Defense manufacturing industry on the economic vitality of military installations and communities. Identify potential strategic partnerships between this industry and military communities which would enhance key strategic assets.
2. Monitoring: SB 277 by Campbell 85(R), relating to ad valorem tax incentives for wind-powered energy devices near military aviation facilities.

- Attended the PORT Board Meeting held on October 17, 2017;
- Attended a reception for Rep. Todd Hunter on October 19, 2017;
- Attended a Young Business Professionals dinner with Port staff, honoring PORT Commissioner Barbara Canales, on October 28, 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.

ERBEN & YARBROUGH

807 BRAZOS STREET, SUITE 402

AUSTIN, TEXAS 78701

(512) 472-1682

Memorandum for Nelda Olivo

Director of Government Affairs, Port of Corpus Christi Authority

From: Brian Yarbrough and Janiece Crenwelge

Date: October 31, 2017

Re: Activities on behalf of Port Corpus Christi during October 2017

October 4: Research General Land Office emergency rules providing guidance for rebuilding structures and bulkheads on coastal lands damaged by Hurricane Harvey. Forward rules to Nelda Olivo and John LaRue to discern if rules may affect private landowners within the Port or any contracts that the Port has with the General Land Office.

October 6: Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

October 13: Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

October 16: Visit the Office of Sen. Hinojosa regarding a signed copy of SB 1131 by Hinojosa for the Port's CFO. SB 1131 passed during the 85th Regular Session and related to the powers and duties of a designated officer of a navigation district.

October 17: Meeting with Rep. Joe Deshotel (R – Beaumont) and chair of the Select Committee on Texas Ports, Innovation and Infrastructure. Discuss future committee hearing dates, the Port of Corpus Christi, and a visit to the Port.

Research and review proposed rules from the Texas Comptroller of Public Accounts related to annual reports of financial information by political subdivisions. Transmit to Nelda Olivo and John LaRue for potential review by Jimmy Welder for applicability. The rules implement the requirements of House Bill 1378, 84th Legislature, 2015, codified under Local Government Code, §140.008. The new rules establish guidelines for the format, submission, and web posting and/or web linking of reporting of political subdivisions' required annual debt information, including that of water districts described in Water Code, Chapter 49.

October 18: Meeting with Sen. Hinojosa and staff regarding Port issues and hurricane recovery efforts in Corpus Christi and South Texas.

October 20: Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

October 24: Attend and monitor the Senate Finance Committee hearing related to Hurricane Harvey. The committee discussed state and federal funds being used for relief and recovery and also evaluated the long-term impact of Hurricane Harvey on the Texas economy and Gulf Coast region. Witnesses included James Bass, Executive Director of the Texas Department of Transportation, and George P. Bush, Commissioner of the Texas General Land Office.

October 25: Attend meeting with Rep. Todd Hunter with representatives of the electric industry for an update on hurricane recovery efforts in the Corpus Christi and Nueces County area. Transmit notice of a hearing of the House Appropriations Subcommittee on Disaster Impact and Recovery scheduled in Corpus Christi. The committee will examine the use of federal funds by state agencies responding to the effects of Hurricane Harvey and identify opportunities to maximize the use of federal funds to reduce the impact of future natural disasters. The committee is also charged with identifying the need for state resources to respond to Hurricane Harvey relief and recovery efforts, as well as opportunities for state investment in infrastructure projects that will reduce the impact of future natural disasters.

Forward all House and Senate interim charges to Port staff. Begin review of charges to identify those of particular interest to the Port.

Review and transmit proposed regulations from the Department of Motor Vehicles relating to procedures for obtaining a permit to transport intermodal shipping containers. The rulemaking relates to SB 1524 from the 85th Regular Session that created a special permit to transport shipping containers on state highways or county or municipal roads within 30 miles of a port authority or port of entry on the Gulf.

October 27: Review the Port's list of hurricane recovery projects. Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

October 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.

BORSKI ASSOCIATES, LLC

5023 South Convent Lane, Unit J
Philadelphia, PA 19114
(215) 327-5600 (Cell)

1655 North Fort Myer Drive
Suite 950
Arlington, VA 22209
(202) 459-0804 (Office)

MEMO

To: Port of Corpus Christi
From: Borski Associates
Date: November 4, 2017
Re: Monthly Report

Ship Channel Improvement Project

We participated in a series of meetings with Members of Congress and staff about prioritizing the Corpus Christi Ship Channel Improvement project in the FY18 Work Plan and FY19 Budget. We also participated in a meeting with the Army Corps to convey appreciation for finalizing the project partnership agreement and discuss any budgetary issues that might arise from full funding. Finally, we participated in a meeting with port stakeholders to coordinate lobbying efforts in support of federal funding.

During these meetings, we provided port personnel guidance on the expected timeline of federal activities and decision points, anticipated funding opportunities, and the stakeholder presentation.

Disaster Relief Bill

We also advised on potential opportunities to supplement port priorities with disaster relief funding and the federal process for determining eligible projects. The most recent disaster relief responses (Hurricanes Katrina and Sandy) have included significant funding for each federal agency responding to the disaster. In our experience, these monies can fund already scheduled project if such would mitigate disaster damage. For instance, we believe permanent Aids to Navigation for the ship channel could be funded in part by disaster funding that would otherwise be used to repair damage to the temporary aids.

We provided suggestions and comments on multiple iterations of the Port's disaster recovery projects list requested by the Texas congressional delegation. We further advised that these priorities should be shared with the Governor's office and the appropriate federal agencies. While the most recent disaster relief bills have simply funded FEMA's Disaster Relief Fund, future bills

should provide funding for other agencies, including the Army Corps and USDOT (Coast Guard), among other agencies.

FY18 Appropriations

Congress's "to do" list keeps getting longer, setting up what could be an epic showdown over several divisive issues. In addition to every appropriations bill, Congress is slated to tackle a reauthorization of the Children's Health Insurance Program, action on ACA health insurance stabilization payments, action on the Deferred Action for Childhood Arrivals program, and potentially raising the debt limit.

Leading up to this will be furious action on tax reform, which is the foremost priority for Republican congressional leaders. That will absorb much of Congress's attention over the next month, in advance of the December 8th expiration of the current continuing resolution. These issues, and Congress's inattention to them, set the stage for a "grand bargain" that will require skill and political will to achieve.

With these issues piling up, we are growing increasingly concerned that the FY18 Omnibus Appropriations will be delayed or that a government shutdown might occur. If the FY18 Appropriations process is delayed, an FY18 Army Corps Work Plan will be delayed accordingly. We will keep POCCA apprised of this situation.

WRDA 18

The House Transportation and Infrastructure Committee is beginning to hold listening sessions, marking the informal start of the legislative process for a new Water Resources Development Act. We advised POCCA of this and requested a list of issues that required a legislative solution. We will work with POCCA throughout this process on any priorities identified.

BUSINESS DEVELOPMENT

WIND ENERGY CARGO

- Vessel calls during September: Wind energy cargo vessels: 9
- Staff continued collaboration with Chinese wind manufacturer and logistics provider regarding 2017 project near Austin.
- Staff continued collaboration with external wind consultant regarding future projections.
- Staff continued collaboration with wind manufacturer, stevedore and internal department regarding long-term storage of import wind components at industrial park site.
- Staff continued due diligence of new direct discharge opportunity for major OEM.
- Staff initiated communication with wind energy developer for re-power import opportunity in Q1 2018.
- Staff attended BreakBulk Expo (Oct 17-19) in Houston, submitted Trip Report and followed through with established Action Items.
- Staff continued to assist with project to increase laydown space at Industrial Park.
- Staff collaborated with 2018 Budget forecasts.
- Staff collaborated with internal staff and wind manufacturer regarding space issue at Southside Terminal.

PROJECT CARGO

- Vessel calls during September: Project cargo vessels: 0

DRY BULK CARGO

- Analyzed Bulk Terminal Strategic Plan Draft with staff and make recommendations
- Supporting staff with RFP for Crane at bulk terminal
- Working with 2 new mining companies for import of barite in super sacks
- Working details for storage and loadout of cement in supersacks
- Working on dry bulk bi-products load outs from bulk terminal from Voestalpine to vessel and rail. 2 separate companies
- Working on inquiry for iron ore export opportunity
- Working on logistics for possible coal exports
- Working on inquiries for frac sand/glass sand imports

GENERAL CARGO

- Support Military deployment out of CD 8 for future deployments in November. Working on logistics and storage requirements
- Working to support mooring relocation of barges for long term lease
- Continued interest from pipeline logistic companies visiting for major pipelines projects for 2017-18
- Opportunity for Rail transloading interest of propane and biodiesel
- Opportunity for Rail transloading of aggregates via rail to truck
- Working with customers on expansion for their facility at end of channel

LATIN AMERICA TRADE

- We were present in the 2017 NASCO Continental Reunion which took place in Monterrey, Mexico. Delegates from Canada, USA and Mexico in attendance. We were invited to be part of the “North America Energy: The Foundation for NAFTA2 & The World panel.
- Within the net-working sections we exchange business opportunities/ideas with various Mexican energy companies who are seeking to import refined products for distribution within Mexico. Company wants to import crude oil from Mexico and have it refined by one of the local PCCA refineries and subsequently export the finish product to Mexico. Other entities are planning visits to PCCA to pursue import/export opportunities of other bulk materials.

GENERAL ACTIVITIES

- Continue to support environmental and Business Development strategic plans
- Managing BD3 opportunities for liquid bulk cargo with various clients and working on Coast Guard requirements.
- Support Maverick Terminal together with Engineering and Operations Departments.
- Attended Breakbulk Conference 2017. Port sponsored.
- Staff continued regular communications regarding on-going projects with designated carriers, agents and logistics providers towards seamless operational procedures.
- Staff assisted with Breakbulk identification for accurate billing of monthly laydown yard and covered storage.

FOREIGN TRADE ZONE

FTZ Manager attended the NAFTAZ Annual Conference in San Diego, CA on October 22-25, 2017. The Port was a Luncheon Sponsor at this year's Annual conference. CBP and FTZ Board Executive Secretary addressed the group and provided updates on Customs and FTZ initiatives. There were several presentations throughout the conference which provided status on NAFTA, trade policies, and current government administration information. Updates on upcoming FTZ Board requirements and CBP changes for mandatory electronic processing of FTZ transactions were also presented.

Due to future Harbor Bridge construction, FTZ Manager worked with M&G and CBP to transfer all M&G FTZ POCCA General Purpose cargo to M&G FTZ bond and responsibility.

Voestalpine was granted a 3rd production authority to add fines and remits to their HBI production process. Voestalpine is currently awaiting 4th production request to add another raw material substance. Currently, voestalpine has full or interim authority to process and produce all materials at their facility.

FTZ Manager continued to review and update current FTZ#122 Fee schedule in compliance with FTZ Board Public Utilities Regulations.

ORTIZ CENTER - OVATIONS

As usual, the month of November is again, our busiest month of the year. We closed the month of October incredibly strong, exceeding top line sales by almost double. The influx in sales was a great opportunity to capitalize on the extremely slow summer months that we experienced. As we move forward into the remainder of the year and looking forward into next year, we continue to manage towards the anticipation that many of our non-profit galas will continue to come in under previous year's sales as they continue to work hard to sell sponsorships and tables as a result of the continued effects of Hurricane Harvey.

Reflecting back over the last month, we welcomed back again the Moonlight in the Gardens, hosted by the South Texas Botanical Gardens, Corpus Christi Young Life Banquet, the Tejano Civil Rights Museum Luncheon, Christus Spohn Service Awards and the Texas A&M Young Business Professionals Superhero Dinner. We also welcomed back the semi-annual Habitat for Humanity Gala and the Wildlife in Focus Banquet. The Ortiz was also selected as the host venue for the Christus Spohn Joint Leadership Meeting and the WellMed 2017 Learning Sessions.

In addition, we hosting the 4th stage for the Texas Jazz Festival for the second year allowing for festival attendees to spread out and enjoy an alternate Salsa/Jazz stage with a dance floor. After the tremendous success of last year's fourth stage at the Ortiz, we also added Friday and extended the hours of the Saturday. Unfortunately, with all that is happening within our local community, as well as the events in Las Vegas earlier in the month, attendance was half of what we experienced last year.

As part of our commitment to the community, we are pleased to report that Spectra and the Ortiz Center provided over \$20,500 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.

2016	Guest Attendance	Number of Events	Revenue
January	4,621	41	\$149,911
February	4,366	39	\$204,819
March	4,553	59	\$199,597
1st Quarter	13,540	139	\$554,327
April	5,033	47	\$207,522
May	5,980	47	\$190,851
June	4,342	44	\$213,748
2nd Quarter	15,355	138	\$612,121
July	2,634	33	\$113,642
August	5,045	53	\$183,800
September	4,490	39	\$180,273
3rd Quarter	12,169	125	\$477,715
October	4,732	38	\$125,957
November	6,008	54	\$249,715
December	4,722	35	\$214,650
4th Quarter	15,462	127	\$590,322
YTD Total	56,526	529	\$2,234,485

2017	Guest Attendance	Number of Events	Revenue
January	3,712	40	\$152,998
February	5,875	45	\$227,214
March	6,761	56	\$296,571
1st Quarter	16,348	141	\$676,783
April	5,019	42	\$190,831
May	4,998	54	\$187,993
June	6,504	60	\$238,244
2nd Quarter	16,521	156	\$617,068
July	2,172	34	\$90,695
August	3,271	45	\$136,584
September	3,814	37	\$131,282
3rd Quarter	9,257	116	\$358,561
October	6,322	51	\$225,210
November			
December			
4th Quarter			
YTD Total	48,448	464	\$1,877,622

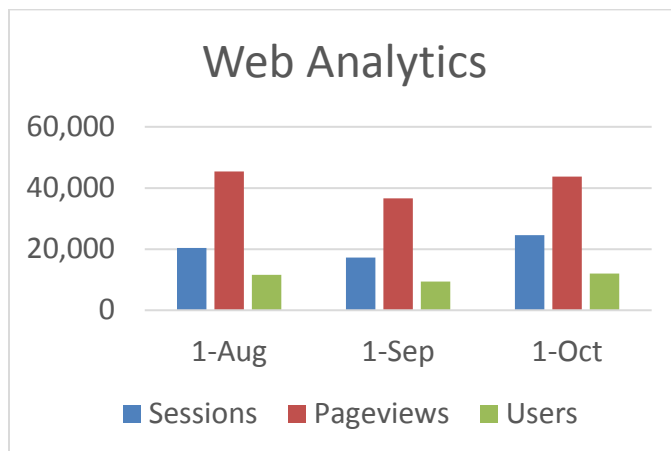
COMMUNICATIONS

October Staff & Employee Events:

- Wellness luncheon
- Worked on Hillcrest TXDoT monthly report
- Various wellness related meetings
- Planning of annual golf tournament
- Strategic Plan update Goal 3 team meetings
- Working on planning of upcoming participation at FALL conferences and tradeshow AAPA Latin America, FITAC
- Working on filming new set of videos for the Port
- Working on editorial for 2018 Directory
- Participated in various staff leadership training events
- Supported staff for different conferences and events local, regional and international (see attached file)
- Planned and participated in Breakbulk Americas
- Planned and participated in CIP PPA Signing Agreement Celebration
- Attended and presented at AAPA Annual Convention
- Working on 2018 Budget

New Media Marketing Management

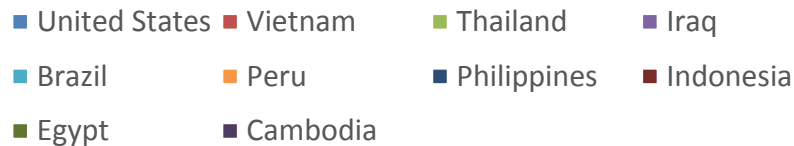
- **PortOfCorpusChristi.com (October 1 - 30, 2017)**
 - Website Analytics
 - 24,543 Sessions
 - 43,747 Pageviews
 - 15,139 Users



- User Profiles

Country	Sessions	% Sessions
United States	13,315	54.25%
Vietnam	1,629	6.64%
Thailand	1,384	5.64%
Iraq	1,360	5.54%
Brazil	1,352	5.51%
Peru	810	3.30%
Philippines	599	2.44%
Indonesia	576	2.35%
Egypt	531	2.16%
Cambodia	295	1.20%

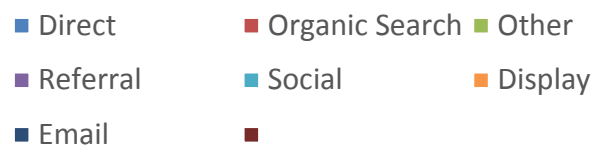
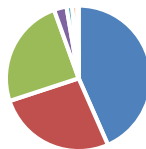
User Profiles October 2017



- Top Traffic Source

Source	Sessions
Direct	10,698
Organic Search	6,546
Other	6,052
Referral	692
Social	310
Display	276
Email	1

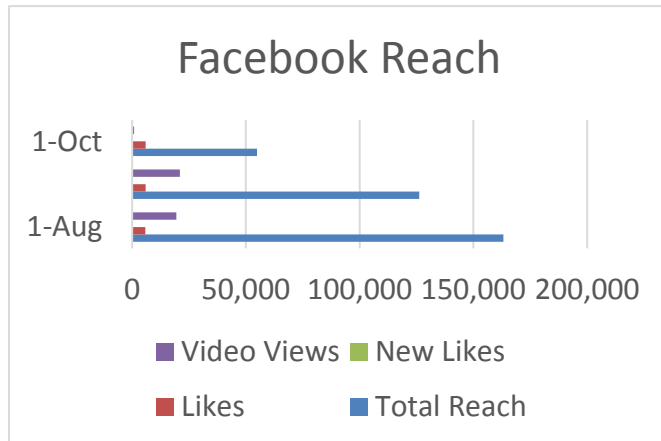
Top Traffic Source October 2017



- SOCIAL MEDIA – (September 1 - 30, 2017)

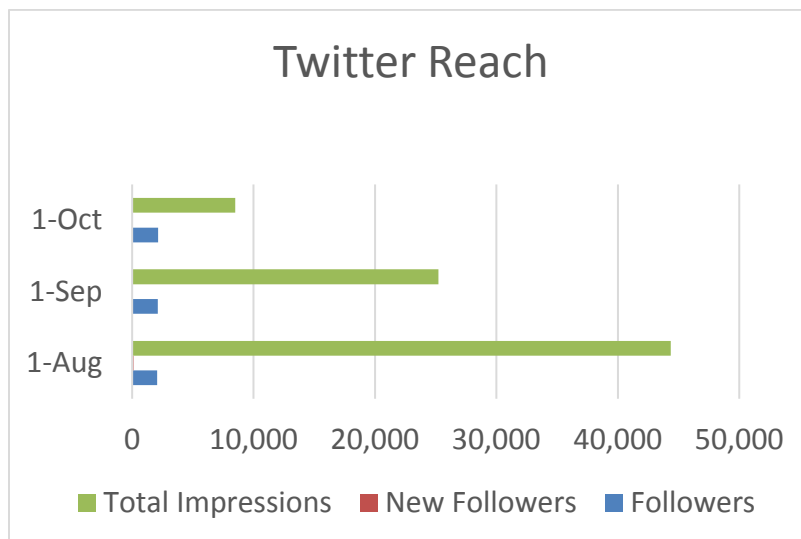
- Facebook

- 5,970 Likes
 - 14 New Likes
 - 54,806 Total Reach
 - 895 Video Views

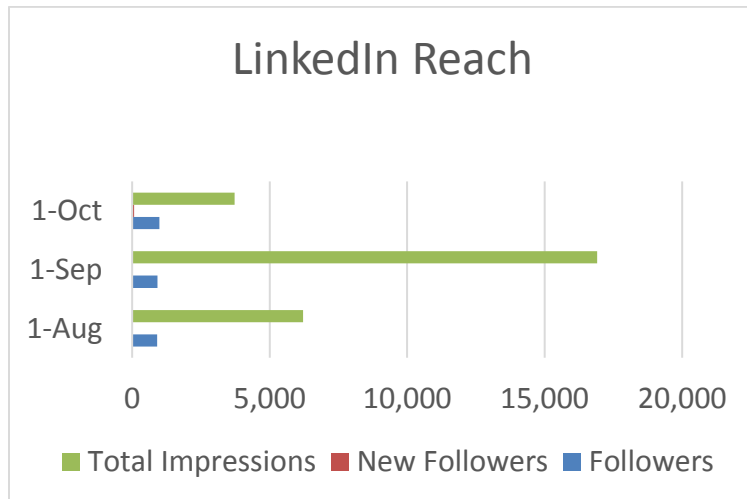


- Twitter

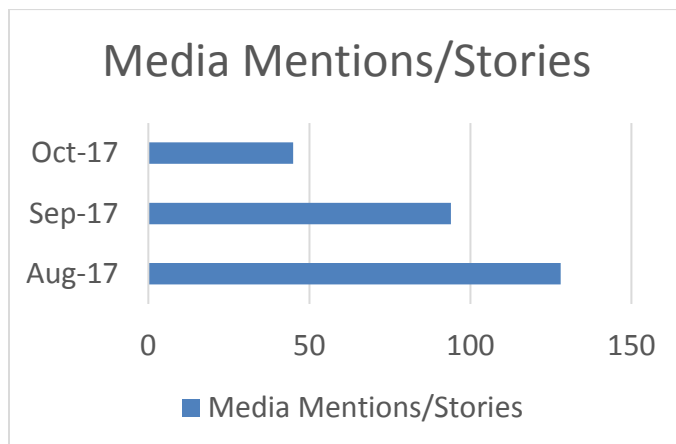
- 2,145 Followers
 - 30 New Followers
 - 8,492 Impressions (Organic)



- LinkedIn
 - 3,723 Impressions
 - 990 Followers
 - 72 New Followers



- Media Mentions/Web Stories (October 1-30, 2017)
 - 45 Mentions (Communications - News and Social - EDR – October 2017)



- Port Stories and News Releases:
 1. Media Advisory: Military Surface Deployment & Distribution Commanding General Visits Out-load Operations at Port Corpus Christi
 2. Media Advisory: Port Corpus Christi and U.S. Army Corps of Engineers to Hold Ceremony for Signing of Project Partnership Agreement for Deepening & Widening of the Corpus Christi Ship Channel

Moving America's Energy – Business to Business Ad Campaign

2017 Digital Campaign: Purchased \$106,168.26 | 2017 Negotiated Added Value \$105,332.85

<i>Aug '17</i>	<i>Sep '17</i>	<i>Oct '17</i>
America Economia eNewsletter breakbulk.com heavyliftphi.com ITJ eNewsletter Latin Trade eNewsletter seatrade-maritime.com T21.com.mx	America Economia eNewsletter breakbulk.com heavyliftphi.com ITJ eNewsletter Latin Trade eNewsletter LNGgc Conference Retargeting seatrade-maritime.com T21.com.mx	America Economia eNewsletter breakbulk.com Breakbulk Conference Targeting globaltrademag.com ITJ eNewsletter Latin Trade eNewsletter Maritime Executive eNewsletter T21.com.mx T21 email blast T21 eNewsletter
Impressions: 773,300 CPM: \$9.01	Impressions: 1,547,042 Avg. CPM: \$7.89	Impressions: TBD Avg. CPM: TBD

Note: Although natural disasters affected overall numbers, Hurricane Harvey and two major earthquakes in Mexico, the overall impressions increased in September, and the average cost per thousand decreased.

***Reports not available at the time of this report.**

Breakbulk Americas – Conference



**2017 Print Campaign: Purchased \$77, 518, 20 | 2017 Negotiated
Added Value \$66,974.43**







<i>Aug '17</i>	<i>Sep '17</i>	<i>Oct '17</i>
Global Trade Magazine T21 Revista	AAPA Member Directory Heavy Lift International – Ports & Terminals Journal of Commerce – Texas Transportation Laredo Morning Times – Logistics Symposium North American Clean Energy SHALE Magazine – Environmental	Laredo Morning Times – Biz Person of the Yr Comunidad Portuaria
Circulation: 52,500 CPM: \$62.75	Circulation: 51,175 CPM: \$77.40	Circulation: 26,000 CPM: \$54.02



CPM = Cost Per Thousand

Feel the Energy – Community Awareness Campaign

The Feel the Energy campaign is a community campaign that runs in the Corpus Christi Designated Market Area (DMA). The campaign includes :15 videos and online banner ads featuring port operations, values, and statistics.

Media Recap (as of 9.29.17)

	<i>Videos</i>	<i>Online Banners</i>
April – Commerce		
May – Efficiency		
June - Reliability		

July - Solutions				
July/August	Intern Videos			
<i>Print</i>	<i>Online</i>	<i>Ride in Theater Outdoor Movie Sponsorship</i>	<i>HOOKS Homestands</i>	<i>Movie Theaters</i>
<i>Caller-Times</i> <i>Aransas Pass Progress</i> <i>Ingleside Index</i> <i>Portland News</i> <i>San Patricio News</i> <i>Coastal Bend Herald</i> <i>Port A South Jetty</i> <i>Island Moon</i> <i>Nueces County Record Star</i>	Facebook Brand Exchange YouTube	June – The Outsiders July – Teen Witch September – Better Off Dead	April – September 70 game recap: 67 HOOKS Wins 2,288 Season Members 100,596 Social Media Followers	Century 16 NorthShore Cinema
Circulation: 57,753 CPM: \$232.17	Impressions: 2,273,014 CPM: \$14.30	Attendees YTD: 920 CPM: Not available	Attendees: 331,242 CPM: \$24.86	Not available at time of report

EDR Major Event Tracker: October 2017

Date	Event
October 1, 2017	Visit from General Ryan SDDC
October 4, 2017	Annual Health & Benefits Fair
October 4, 2017	Wellness Luncheon
October 6, 2017	World Affairs Council
October 9, 2017	Long-RangePlanning Committee
October 9, 2017	Security Committee
October 10, 2017	National Association of Corrosin Engineers
October 11, 2017	Nueces County Commissioners Court
October 12, 2017	Project Coordination
October 17, 2017	Commission Meeting
October 17, 2017	Gulf Coast Growth Ventures
October 18, 2017	Gulf Coast Growth Ventures
October 18, 2017	UWCB Meeting
October 20, 2017	Golf Tournamnet
October 26, 2017	Young Business Professionals Super Hero Dinner
October 29, 2017	LNG Global Congress - London
October 31, 2017	Security Surcharge
October 31, 2017	Nurse Navigator Program

COMMUNITY RELATIONS

INTERNAL AND COMMUNITY EVENTS/MEETINGS

- Voestalpine meeting: Sandra Alvarez
- United Corpus Christi Chamber of Commerce meeting with Cleo Rodriguez
- Portland Chamber of Commerce: State of the Port with Commissioner Hoskins
- Hillcrest report to TxDOT
- Community meeting with Chairman Todd Hunter and stakeholders
- Meeting with Russell Wagner, Superhero Dinner honoring Commissioner Canales
- and Staff on SPCEDC breakfast event hosted by PCC
- Commission agenda item
- AAPA Annual Conference in Long Beach, California
- Dinner meeting with Sean Strawbridge, Patricia Cardenas and attendees from AAPA conference, including Dr. Mario Cordero, Executive Director, Port of Long Beach
- Discussion on donation to Puerto Rico with Sean Strawbridge and Jay Rivera
- Discussion with IConquer on reference for grant
- Contact with Ryan Crawford on Vice-Presidential search for Texas A&M University-Corpus Christi
- Review of website
- American G.I. Forum tablet giveaway to George Evans Elementary (Port Adopt-A-School)
- United Corpus Christi Chamber of Commerce Foundation Board
- Discussion with Iain Vasey on CCREDC By-Laws
- Meeting with Foster Edwards on Port presentation
- BIG DEAL breakfast with Chairman J.M. Lozano in Portland, Texas
- Meeting with Jane Gimler on Chamber Paradise Banquet
- CCREDC Economic Recovery Briefing in Portland, Texas
- Call with Kym Bolado regarding Shale Magazine
- Review sponsorships
- Lobster Fest
- Meeting with the following University Officials, including Rodolfo Ballesteros
- Tecnologico de Monterrey
- Javier Eduardo Medina Malagon, Secretary of Economic Development, City of Monterrey
- 2017 NASCO Continental Reunion in Monterrey, Mexico

- Discussion and lunch with Vasken Khabayan, Consul, Foreign Policy and Diplomacy Service and Canada's Consul General Bez Babakhani
- Collaboration with Neil Fox on START meeting and Texas Fundraiser / Employer Network Reception at The Ortiz International Center in Corpus Christi, TX to benefit The Honor Foundation
- Collaborate on logistics for Super Hero Dinner
- Call in for Ad Hoc Nominating Committee for Work Force Solutions of the Coastal Bend
- CCO Staff Meeting
- Coordination of events with Commissioner Canales
- Instituto De Cultura
- Education/Workforce Stakeholder Committee Meeting
- Boots, Business, and BBQ meeting with Silvia Martinez & Dr. Gilda Ramirez
- Meeting with Jarl to discuss Port User party
- Meeting to discuss DRA request with Lynn Angerstein
- Meeting with Liz Vesely regarding Holy Cross
- Meeting with Teresa Betzold to discuss sponsorships
- Meeting with Chairman Hunter
- Luis Buentello—Lunch
- Coaching Session #10
- Meeting with LULAC
- Meeting with Lynn Angerstein to discuss service agreements
- Desal: City Council agenda item
- Meeting with Neil Fox on upcoming Ortiz Center events
- CITGO Partner Appreciation Breakfast
- AGENDA & MAP—Mayor's Interagency Breakfast Meeting
- Hurricane Harvey IMT After Action Review
- Wellness Luncheon
- Meeting with NAACP President, Terry Mills
- Meeting with Nelda Olivo on submission to Governor for Channel Improvement project
- Discussion with Jorge Canavati on Energy event in Monterrey

EMERGENCY MANAGEMENT

Planning, Organization, Equipment, Training, Exercises (POETE)

Planning

- Participated in direct planning and coordination activities with the following partners:
 - Nueces County
 - San Patricio County
 - San Patricio County Navigation District
 - Aransas County
 - Coastal Bend Council of Governments
 - Coastal Bend Disaster Recovery Group
 - Coastal Plains LEPC
 - National Weather Service
 - Texas Division of Emergency Management
 - Texas General Land Office
 - Texas Department of Transportation
 - Federal Emergency Management Agency
 - United States Coast Guard
- Attended department meetings to discuss Tule Lift Bridge demolition and emergency response for BD3
- Assisted Government Affairs with development of supplemental recovery project list
- Participated in NWS response review for Hurricane Harvey
- Assisted with coordination of the San Patricio County Multi-Jurisdictional Hazard Mitigation Action Plan
- Coordination of the PCCA Recovery Team activities including weekly meetings to discuss various topics including:
 - Status of Damage Assessments & Repairs
 - Cost Recovery Estimations
 - Staff Support Needs
 - Customer/Tenant Concerns & Needs
 - Community Engagement
 - Grants
 - Upcoming Events
- Documents in Progress:
 - Emergency Action Plan Revision
 - Marine Firefighting Standard Operating Procedure
 - Disaster Finance Plan

Organization

- Committees/Boards Attended
 - City of Corpus Christi-Nueces County LEPC Executive Committee
 - Port Commission Long Range Planning Committee
 - Nueces County Commissioners Court
 - Coastal Bend Disaster Recovery Group
 - San Patricio County Navigation District Meeting
 - Port Commission Meeting
 - City of Corpus Christi-Nueces County LEPC Emergency Response & Communications Subcommittee
 - City of Corpus Christi-Nueces County LEPC Risk Awareness Subcommittee

Training

- NIMS Implementation
 - ICS 300 & 400 scheduling in progress
- Attended
 - Port Leadership Retreat- Oct 18 & 19

Exercises

- Ortiz Center Fire Drill- Oct 10

Incident Coordination

- Weather Potential/Awareness- 1
- Industry- 1

Emergency Management in the Community

Hurricane Harvey recovery continues to dominate the daily activity of the Port's Emergency Manager, Danielle Hale. In addition to supporting the Port's ongoing recovery efforts, Danielle continues to coordinate with the numerous Emergency Management Coordinators in the surrounding impacted communities.



PCCA joins the Emergency Management Coordinators from San Patricio and Aransas Counties along with the Texas Division of Emergency Management to discuss ongoing disaster operations at the City of Aransas Pass Emergency Operations Center.

ENGINEERING SERVICES

As of October 28, 2017 (billing through September 30, 2017), the Port of Corpus Christi Authority Department of Engineering Services had invoicing of \$34,524,736 for projects in progress. These projects consist of 65 Capital, 30 Maintenance, and 20 Professional Service projects. Below is a table detailing the 2017 budgeted amounts and the expended amount “to date” for on-going capital, maintenance, and professional services projects.

Engineering Services September 2017 Activity Report			
Project Type	2017 Budget Amount	Expended to Date	Projected Year End
Capital	\$65,133,769	\$74,324,000**	\$89,500,000**
Maintenance	\$5,080,000	\$1,118,100	\$2,004,000
Professional Services	\$834,000	\$1,039,700	\$1,050,000
Total	\$71,047,769	\$76,481,800**	\$92,554,000**

**Includes federal, state & other grants/funds by others – No land or software.*

***Includes \$32 Million unbudgeted payment to USACE for Channel Improvement Project*

UPCOMING BIDS (PROJECTS > \$50,000)

Viola Barge Basin Maintenance	(17-018A)
Roadway and Parking Lot Improvements at Oil Dock 1, Avery Point Rd, and South Side Storage Yard	(16-018A)
Rincon B Marsh Aquatic Habitat Mitigation	(13-041C)
New Access Road to Good Hope DMPA	(09-019A)

MASTER AGREEMENTS AND SERVICE ORDERS**

Listed below are the Master Agreements implemented, including values of Service Orders, Contracts, and Amendments issued per year:

	<u>2016*</u>	<u>2017*</u>
HDR, Inc. (13-01)	\$363,100	\$63,351
Freese and Nichols, Inc. (13-02)	\$491,303	\$469,493
Govind Development, LLC (13-03)	\$49,900	\$566,050
Hanson Professional Services, Inc. (formerly Naismith) (13-04)	\$51,760	\$33,470
CH2M Hill (13-05)	\$1,623,780	\$713,824
LNV, Inc. (13-07)	\$137,690	\$5,000
Coast & Harbor Engineering d/b/a Mott MacDonald (14-03)	\$107,097	\$52,605
LJA Engineering, Inc. (16-01)	\$198,724	\$30,000

**Includes separate Professional Services Contracts*

**** as of 10/26/17**

Corpus Christi Ship Channel - Channel Improvement Project (CCSC-CIP)

- Project Elements:
 - Widening and deepening the CCSC to -54 feet MLLW
 - Adding barge lanes on both sides of the ship channel across Corpus Christi Bay
 - Extending the La Quinta Channel 1.4 miles at -41 feet MLLW
 - 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)
 - Project Partnership Agreement (PPA) for CCSC Deepening and Widening and Barge Lanes fully executed on September 9, 2017
 - PPA signing ceremony held for October 20, 2017
 - Design of first contract from Gulf of Mexico to Harbor Island underway
 - Sediment testing and analysis of dredge material for first contract
 - Testing and analysis complete. Material deemed satisfactory to place at offshore dredge material disposal site.
 - Final report expected November 2017
 - PCCA staff coordinating with USACE in the planning and design of subsequent CCSC construction projects

Ongoing Ship Channel and PCCA Dock Slip Maintenance Dredging

- Corpus Christi Ship Channel to Viola Turning Basin/La Quinta Channel
 - 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
 - \$2 million contract modification awarded by USACE to dredge shoaling caused by Hurricane Harvey
 - Upper Bay Reach
 - Lower Bay Reach
 - La Quinta Channel
 - Current Schedule:
 - Start Date: December 2016
 - Estimated Completion Date: January 2018
- Post Hurricane Harvey emergency dredging of entrance channel complete

2016/2017 ENGINEERING PROJECTS WITH IN-HOUSE STAFF DESIGN

Project Name	Project Manager(s)	Project Status
Partial Removal of Harbor Island Docks	Dave Michaelson	Work complete
Bulk Terminal New Pad 6	Lou Donato / Dave Michaelson	On hold pending BT study
Bulk Dock 1 Building Demolition and Storage Containers	Lou Donato / Dave Michaelson	Awarded; construction in progress starting November 10 th
Concrete Paving under Conveyor Belt 2	Lou Donato / Dave Michaelson	60% Design
Repairs on the East Trestle @ BD1	Lou Donato / Dave Michaelson	Design complete, construction in progress
Kay Bailey Hutchinson Road Maintenance	Lou Donato / Dave Michaelson	Work complete
Concrete Repairs @ Ortiz Center	Eileen Mink Dave Michaelson	Quote; project completed
Resurfacing of North Side Storage Area	Eileen Mink Dave Michaelson	On hold to minimize cargo disruption; non-critical area
Purchase of Dock Fenders & Panels	Eileen Mink Dave Michaelson	Contract awarded; fender and panels in process of being delivered
Demolition of Harbor Island Docks	Eileen Mink Dave Michaelson	On hold
Site work for Security/IT modular buildings	Eileen Mink Dave Michaelson	Will be complete in November
Installation of Fence/Gate @ Security Center	Eileen Mink Dave Michaelson	Partially complete; scope may be modified
Oil Dock 12 Mooring Dolphin Repairs & Maintenance	Jacob Morales	Currently in design
Purchase of Explosion Proof A/C Units	Jacob Morales	Items spec'd for procurement; items ordered, pending delivery
Maintenance Painting @ Bulk Terminal	Jacob Morales	Contract awarded in April
Viola Turning Basin Bulkhead Maintenance	Danielle Caro Brett Flint	Out for bid in late November

Department of Engineering Services

Project Design & Construction Status Report

DESIGN PROJECTS

Project No.	Project Title	Project Manager	% Completed
<u>Capital</u>			
14-036A	New Port Office Building	BF	20
14-061A	Maintenance Building Relocation	BF	10
15-016A	Tule Lake Rail Yard Upgrades and Modifications	BF	30
14-023A	Fire Pressurization Upgrades at Oil Docks 1, 2 & 15	BP	100
14-030A	Public Storage Pads Upgrade	BP	80
15-047A	Chiller Replacement at Ortiz Center	BP	
14-037A	La Quinta Terminal 600-FT Dock Development and 10-AC Yard	CM	90
09-019A	New Access Road to Good Hope DMPA	DJK	90
14-045B	Construction of 8-inch Water Line at La Quinta Property	DJK	50
15-043A	New Operator's Cab for Gantry Crane	DLM	90
15-061D	Security Grant 15 - Security Lighting along Fulton Corridor (25/75)	DLM	60
14-030B	Improvements to Pad 6 at the Bulk Terminal	LGD	10
15-040A	Concrete Paving Under Conveyor Belt 2	LGD	60
16-039A	Construction of Acceleration & Deceleration Lanes at La Quinta Terminal	LGD	90
15-041A	Improvements to Fire Protection Systems at Oil Docks 4, 7, 11	NEF	50
14-047A	La Quinta Gateway Terminal Upland Buffer Area	PDC	100
<u>Maintenance</u>			
16-019A	Inner and Outer (\$250,000) Harbor Landing Management (2016)	BP	100
16-018A	Roadway and Parking Lot Repairs (2016)	EM	60
16-047A	Resurfacing of North Side Open Storage Area	EM	40
14-024A	Structural Repairs and Cathodic Protection at Oil Dock 7	JEM	90
16-023A	Main Water Line Vault Valves (\$100,000) Replacement at Ortiz Center	JEM	90
17-008A	Electrical Upgrades at Various Public Oil Docks	JEM	40
17-016B	Structural Repairs and Cathodic Protection at Oil Dock 4	JEM	30
15-032A	Bulk Dock 1 (\$120,000) Storage Building Upgrades	LGD	100
15-032B	Bulk Dock 1 Storage Building Demolition	LGD	90

Department of Engineering Services
Project Design & Construction Status Report
CONSTRUCTION PROJECTS

Project No.	Project Title	Project Manager	% Completed
<u>Capital</u>			
14-028A	Bulk Terminal Office Renovation	BP	100
15-053A	Reconstruction of Sam Rankin Road (24/76)	BP	100
16-032A	General Improvements to Cargo Dock 9 Transfer Facility	BP	
16-033A	New Public Oil Dock 15	BP	80
15-061C	Security Grant 15 – Perimeter Fencing at Bulk Terminal (25/75)	CM	100
13-036A	Relocation of Suntide DMPA Drainage to Viola Turning Basin	DJK	
07-046C	Tule Lake Foundation Removal	DLM	40
13-032A	Construction of Oil Dock 14	DLM	100
13-043A	Nueces River Rail Yard Phase - II	DLM	100
15-050A	Mike Carrell Road Construction	DLM	
15-035A	Upgrades and Repairs to Bulk Dock 2 Marine Structures	EM	100
15-030A	General Improvements to Oil Dock 6	JEM	100
16-035A	Viola Barge Basin Bulkhead Addition	JEM	50
15-046A	Storm Water System Quality Improvements – Bulk Terminal	LGD	
16-067A	Bulk Terminal Paving Improvements (2016)	LGD	
12-031B	La Quinta Terminal Mitigation – Aquatic Habitat – Phase II	PDC	80
<u>Maintenance</u>			
15-037B	Repair Bridge to Oil Dock 12	EM	100
15-039B	Marine Improvements at Oil Dock 2	JEM	90
16-049A	Maintenance Painting at BT	JEM	100
16-027A	Kay Bailey Hutchinson Road Maintenance	LGD	80

ENVIRONMENTAL PLANNING & COMPLIANCE

Environmental Stewardship Measurements

Program Area	October 2017
Electrical – Green Energy Purchased 10% of Total KWHs thru July 2017. After August 1, 100% of electric purchased is green energy. (Total through September 2017 only).	663,508 KWHs
Spent Liquids Recycled	252 gallons
Materials Recycled	4,620 lbs
Components Recycled	415 components
Regional Air Quality (EPA Standard of 70 ppb)	~61 ppb
Community Complaints Regarding Port Operations	0
Notice of Violations Against Port Operations	0
Tenant Audits Completed	16
Bulk Terminal Air Monitoring Alerts (North Network-Bulk Terminal)	48
Bulk Terminal Air Monitoring Alerts (South Network-Dona Park)	10

Draft permit applications were received from Amec Foster Wheeler, now the Wood Group, for desalination plants at both Harbor Island and La Quinta for 20 MGD and 10 MGD, respectively. Meetings are being coordinated with stakeholders to review the draft permits to identify potential concerns with the applications prior to submitting them to the TCEQ. A meeting is being set with TCEQ for mid-November to review and submit the draft applications.

Barge B255 fire event occurred during the reporting period. The event was an explosion on the Bouchard Barge B255 and resulted in a fire, confirmed fatality, and spill of approximately 2,000 bbls of crude. Port staff were engaged in the responsible party's incident command at the USCG. Some of the crude oil was recovered from the water, but much of it is washing up onshore on the beach. There were no impacts to PCCA from the spilled crude initially. However, when the barge was brought into Oxy Ingleside to be transloaded, more crude spilled in the La Quinta ship channel. USCG and GLO are monitoring the situation and the barge is contained with boom.

Environmental Initiatives Dashboard

Listed below are the environmental initiatives planned or underway and the status of each:

Program	Description of Activities	Target Completion Date	% Complete	Status
Environmental Management System	Development of updated EMS video.	8/31/2017	35%	Ongoing
	ISO 14001 Certification: Surveillance Audit	7/2/2017	100%	Completed
	Green Marine Self Evaluation	4/30/2017	100%	Completed
Tenant Audit Program	Conduct routine annual audits of all leases on PCCA facilities.	12/31/2017	20%	Ongoing
	Conduct routine lease-ending audits of terminated or completed lease agreements.	12/31/2017	15%	Ongoing

Program	Description of Activities	Target Completion Date	% Complete	Status
	Conduct baseline assessments of properties as applicable for new lease agreements.	12/31/2017	50%	Started
Storm Water	Conduct routine inspections and monitoring and sampling in accordance with applicable permits.	12/31/2017	75%	Ongoing
	Complete annual reports for previous year in accordance with applicable permits.	1/30/2017	100%	Completed
Ozone Advance	Participation in Air Quality Committee and Ozone Advance Working Groups.	12/31/2017	75%	Ongoing
	Provide input to Annual Ozone Advance Report.	4/30/2017	100%	Completed

Environmental Projects Dashboard

Listed below are the budgeted capital, maintenance and professional services projects and the status of each:

<u>Project Description</u> <u>(Proj. #)</u>	<u>Consultant Agreement</u> <u>Type</u>	<u>Description of Activities</u>	<u>Target Completion Date</u>	<u>% Complete</u>	<u>Status</u>
Purchase of Software for EMS Recordkeeping (15-057A)	MA 05-14 E2 ManageTech, SO#4,5,6	RFP for software vendors.	1/29/2016	100%	Completed
		Vendor demonstrations.	3/11/2017	100%	Completed
		Negotiations with Successful Vendor.	4/15/2016	100%	Completed
		Commission approval of software purchase and implementation contract with successful vendor.	6/21/2016	100%	Completed
		Purchase/implementation of EMIS software.	8/31/2017	45%	Ongoing
General Electrical Consumption Reduction Projects (13-013A/16-704A)	Pending	Negotiating project scope with electrical engineering firm.	03/31/2016	NA	Cancelled – Not Needed
		Design electrical consumption reduction improvements.	06/30/2016	15%	Started
		Advertise RFQ for design-build.	6/30/2017	75%	Started
		Award contract.	8/15/2017	0%	Not Started
		Construction of project.	12/31/2017	0%	Not Started
Investigation and Remediation of Contamination from La Quinta Pipeline Removal/Relocation (14-002B)	MA –Platinum Environmental Solutions, LLC, SO# 1	Prepare and submit Groundwater Classification and Drinking Water Survey Reports to TCEQ.	3/7/2016	100%	Completed
		Prepare and submit APAR to TCEQ.	01/31/2017	100%	Completed
		Receive and respond to TCEQ comments.	9/7/2017	100%	Started
		Submit Response Action Plan	9/7/2017	25%	Started
		Response Action Implementation	9/7/2019	0%	Not Started
Investigation of Property Near Lift Bridge (14-002C)	MA – 06-14 Apex TITAN, SO# 1,2,3	Case closure with TCEQ.	12/31/2019	0%	Not Started
		Additional fieldwork to collect groundwater samples and verification soil samples.	3/28/2016	100%	Completed
		Prepare and submit APAR to TCEQ.	5/31/2016	100%	Completed
		Respond to TCEQ comments.	9/22/2017	100%	Completed
		Case closure with TCEQ.	6/1/2018	30%	Started
Bulk Terminal Master Plan (16-009A)	Professional Services Agreements – Market Study Moffitt Nichol led by Commercial and Master Plan Cardno, Inc. led by	Commission Approval for RFP for Market Study.	4/19/2016	100%	Completed
		Advertise RFP for Market Study	4/30/2016	100%	Completed
		Shortlist firms and negotiate scope of work and fees.	5/25/2016	100%	Completed
		Commission approval of agreement	6/17/2016	100%	Completed
		Market Study Final Report	8/31/2016	100%	Completed
		Advertise RFQ for Master Plan	9/30/2016	100%	Completed
		Shortlist firms and negotiate scope of work and fees.	10/6/2016	100%	Completed

<u>Project Description (Proj. #)</u>	<u>Consultant Agreement Type</u>	<u>Description of Activities</u>	<u>Target Completion Date</u>	<u>% Complete</u>	<u>Status</u>
	Internal Bulk Terminal Project Team	Commission approval of agreement	10/18/2016	100%	Completed
		Master Plan	10/31/2017	100%	Ongoing
Sampling to Support OD-3 Expansion Plans (14-058A)	MA 04-14 RSA, SO# 8	Fieldwork to conduct upland sampling per sampling plan.	10/1/2016	100%	Completed
		Prepare final report including recommendations for management of upland soils during construction project.	12/31/2016	100%	Completed
		Conduct source investigation/delineation of hot spots.	6/30/2016	5%	Placed On Hold
		Develop final report summarizing source investigation and delineation of hot spots.	7/31/2016	0%	Placed On Hold
Bulk Terminal Storm Water Quality Improvements (15-046A)	MA 14-01 LAN, SO# 3,7	95% Design submittal for Task 1a and Task 2	02/26/2016	100%	Completed
		100% design submittal and contract documents for advertisement for Task 1a and Task 2.	5/4/2017	100%	Ongoing
		Advertise for bid.	5/15/2017	100%	Completed
		Commission approval for construction.	7/18/2017	100%	Completed
		Construction completed.	8/31/2018	5%	Started
Bulk Dock 2 Air Permit (16-030A)	Pending Commission Approval	Negotiate Master Agreement and Service Order.	3/15/2016	100%	Completed
		Prepare and submit air permit authorization for salt at Bulk Dock 1.	5/31/2016	100%	Completed
		Prepare technical memo regarding removal/lowering of moisture content from existing permits.	6/30/2017	20%	Started
		Support Master Planning activities at the Bulk Terminal.	6/30/2017	75%	Started

Environmental Consultant Master Agreements and Service Orders

Listed below are the Environmental Consultant Master Agreements and associated Service Order values:

<i>Consultant (MA#)</i>	<i>2016 Service Order Amounts</i>	<i>2017 Service Order Amounts</i>
RPS, Inc. (02-14)	\$49,918	\$3,690
Trinity Consultants (03-14)	\$48,000	\$0
Rosengarten Smith and Associates, Inc. (04-14)	\$0	\$49,783
E2 ManageTech Inc. (05-14)	\$140,622	\$0
Apex TITAN, Inc. (06-14)	\$119,844	\$0
TRICORD Consulting, LLC (07-16)	\$76,069	\$30,900
Alan Plummer Associates, Inc. (08-16)	\$62,604	\$29,800
Cardno (09-16)	\$49,343	\$0
Platinum Environmental Solutions, LLC (10-16)	\$96,837	\$110,844
Total MA's	\$643,237	\$225,017

OPERATIONS

Significant Activity:

Military Out Loads – Working as member of Port Readiness Committee and Military Out Load Operations team (POCCA, USCG, US Army 842nd, Port Security, and more). Present military forecast shows four, perhaps even five, out loads in December.

Notice to Vacate – Due to urgent need for storage area for upcoming Military Out loads, issued a (first ever?) Notice to Vacate to Siemens-Gamesa to remove Wind tower components from the Al Speight Military Storage Yard. Removal is underway and projected to be complete by 16 November.

Barge Incident – Responded immediately at 0500 on 10/20/2017 to notice of fire on the B #255/Buster Bouchard Barge loaded with crude, located at the anchorage. Coordinated closely with USCG, Pilots, RTFC, Port Security, and Port stakeholders to ensure incident response was safe with as minimal impact on Port operations as could be expected. Working lessons learned from this incident to improve performance in the future.

Port's Newest Harbormaster - Officially announced selection of Russell Cordo as the Port's ninth Harbormaster in its 91 year history. Russell began his work in the Port area in 1996 at the Tule Lake lift bridge and moved to the Harbormaster office in 2002. Russell has a vast knowledge of area Harbormaster operations and is also valued for his ability to work effectively across the wide range of Port Stakeholders and their respective interests.

New Assistant in Operations – Tana Neighbors hired as Assistant to the Director of Operations. Tana is an excellent addition to the Port team and most recently was Executive Assistant at the United Corpus Christi Chamber of Commerce.

2018 Budget - Completed 2018 budget projections for Operations

Port Visitor Safety Cards – Completed design and printing of new Port visitor safety cards. Everyone who visits our Port is made aware of our Safety Procedures and values with this visible reminder Safety is our first SEAPORT value.

HARBORMASTER'S OFFICE

Ship Arrivals	Tankers	Freighters	Year to Date Ships
October 2017	125	30	1529
October 2016	110	30	1380

Ocean Going Barge Arrivals	Ocean Going Tank Barges	Ocean Going Freight Barges
October 2017	37	1
October 2016	43	1

Barge Arrivals	Tank Barges	Freight Barges	Year to Date All Barge Types
October 2017	369	35	3718
October 2016	428	3	3907

Shifting	Tankers	Freighters	Ocean Going Tank Barges	Ocean Going Freight Barges	Tank Barges	Freight Barges
October 2017	27	6	13	3	832	0
October 2016	7	4	6	0	836	6

	Average Daily Ship Arrivals	Average Daily Barge Arrivals
October 2017	5.0	14.26
October 2016	4.52	15.32

Channel Disruptions

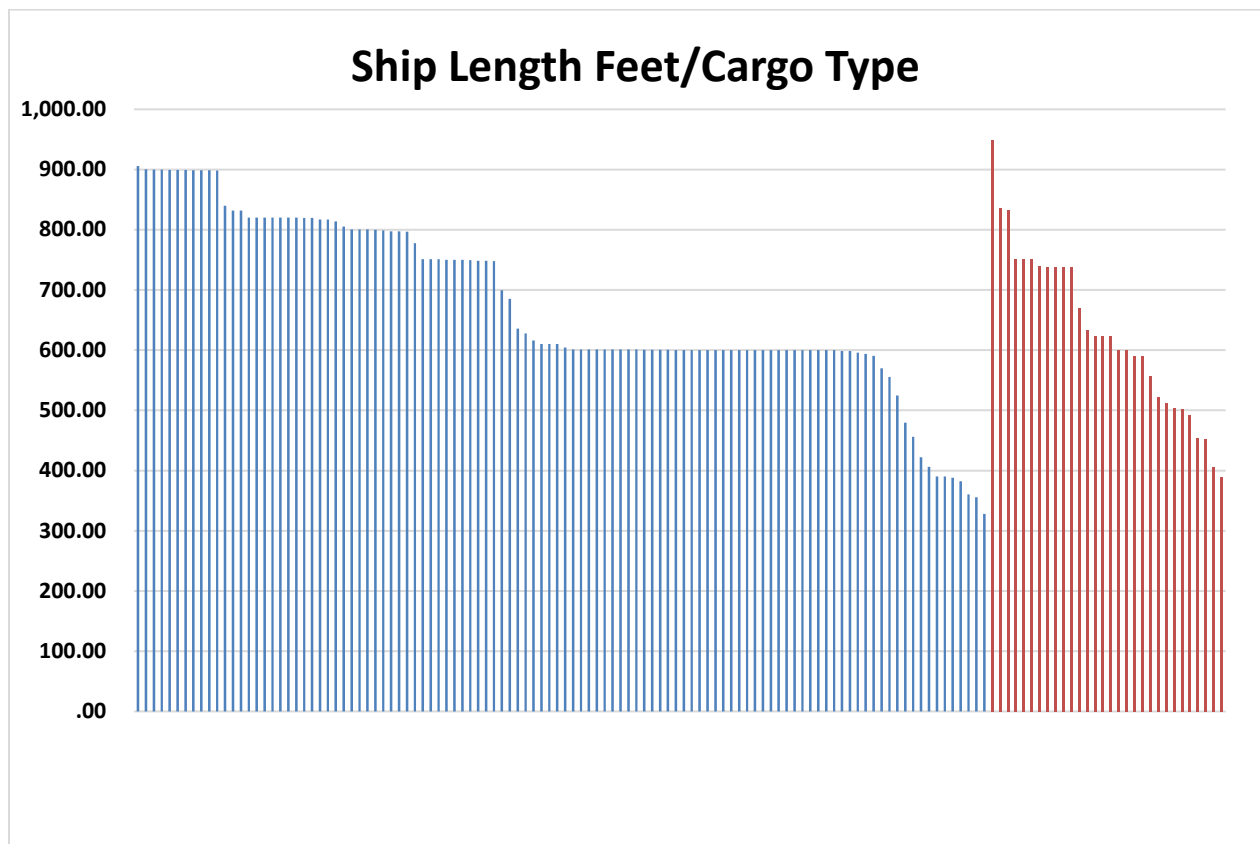
There was 77.49 hours of channel disruption in October. 60.0 hours due to an oil spill, B #255 and 17.49 hours due to heavy weather. 18 inbound and 16 outbound vessels were delayed.

There was 7 hours of channel disruption in October. 7 hours due to a chokepoint restriction at ADM/CT1. A total of 1 outbound was delayed.

October 2017

Liquid Cargo

Dry Cargo



YARDS & RAIL

- Rail traffic increased with ADM doing **2157** railcars of wheat/milo/soybeans in October, ship at dock , 1 at anchorage
- AHMSA/UPRR
HBI pad to rail at BMD ongoing, HBI cargo on pads – **232** railcars loaded outbound in October
- **2622** total revenue rail cars in October 2017 compared to **1880** revenue cars in October 2016
- Working on Agreement (Restated CCPN 1997 Joint Operating) with Welder, Strawbridge and Class 1 RR's in Port legal review
- North Bank storage yard wind components departing by truck 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 pipe yard at Rincon – yard empty – retained lease until end of year
- Warehouses 26/27 cargo moved into to CD14, Acreage by ADM, CD 14 warehouse, BMD and Rincon have cargo for M&G, now in bankruptcy
- South side yard – wind towers moving out of Al Speight yard – space tight, yard by CD 8 –tight - TXDOT ROW established in yard – allowing 842nd temporary laydown space in ROW
- USNS Mendonca docked CD 14/15 departure date unknown

- South side laydown yard TXDOT ROW cleared for fence installation, laydown space affected.
- 842nd has repeated their request for additional office space on south and north side of inner harbor to facilitate upcoming military cargo moves. Port will provide “mobile mini” offices for one year. To be installed November 17th.
- M&G construction stopped, no word on restart or completion, in bankruptcy

CARGO DOCKS

- CD 10 - warehouse foundation TXDOT contractor fenced off ROW
- CD 8 – **07** vessels arrived October
- CD 9 – **03** vessels arrived October
- CD 15 – warehouse has over **100** pallets bottled water stored for City of Corpus Christi

SAFETY

Safety Consultant Activities

Safety Consultant, EnSafe, was onsite and performed the following tasks:

- Fall Hazard Risk Assessment
- Confined Space Risk Assessment and Analysis
- Lockout/Tag out Risk Assessment and Analysis
- Machine Guarding Assessment and Training
- Incident Investigation Training

Training for Fall Hazard, Confined Space, and Lockout/Tag out are currently in the planning stages.

Safety Professional Development

The Safety Manager, Safety Administrative Coordinator and Bulk Terminal Safety and Environmental Representative all participated in and successfully completed a four day OSHA #510 Occupational Safety and Health Standards in Construction Training.

The Safety Manager participated in the Ports 2nd Annual 2-day Leadership Retreat. A lot of great information was received and efforts to incorporate positive take-always into safety staff performance improvements are underway.

OH&S Management System

The Executive Safety Committee is scheduled to meet in November to collaborate on the draft OH&S Management System Manual. Committee members have received a copy of the draft document.

Safety Committee

The Safety Committee has assigned new leadership roles for 2018. We would like to congratulate and welcome our new Chair Andre Branch (Maintenance), Vice Chair Lou Donato (Engineering) and Secretary, Leslye Cavazos (Environmental). Focus of the Safety Committee for 2018 will be developed in the next monthly meeting, which will include committee and committee member roles and responsibilities within the OH&S Management System (OHSMS), modifying committee guidelines to align with the Port's Strategic Objectives and OHSMS, and development and implementation of a committee *Safety Suggestion* tracking system.

Safety Lunch 'N Learn

Ports 4th Quarter Safety Lunch 'N Learn was well attended, like usual. Guest speakers were Lillian Helms and Chris Loosemore with Turner Industries.

Included in the luncheon was a planned fire drill coordinated by Ortiz Management, Port Police Department, Corpus Christi Fire Department and Port Safety Department. Attendees responded very well during the drill and it was completed successfully with a few minor exceptions that are currently being addressed under a time-sensitive corrective action process.



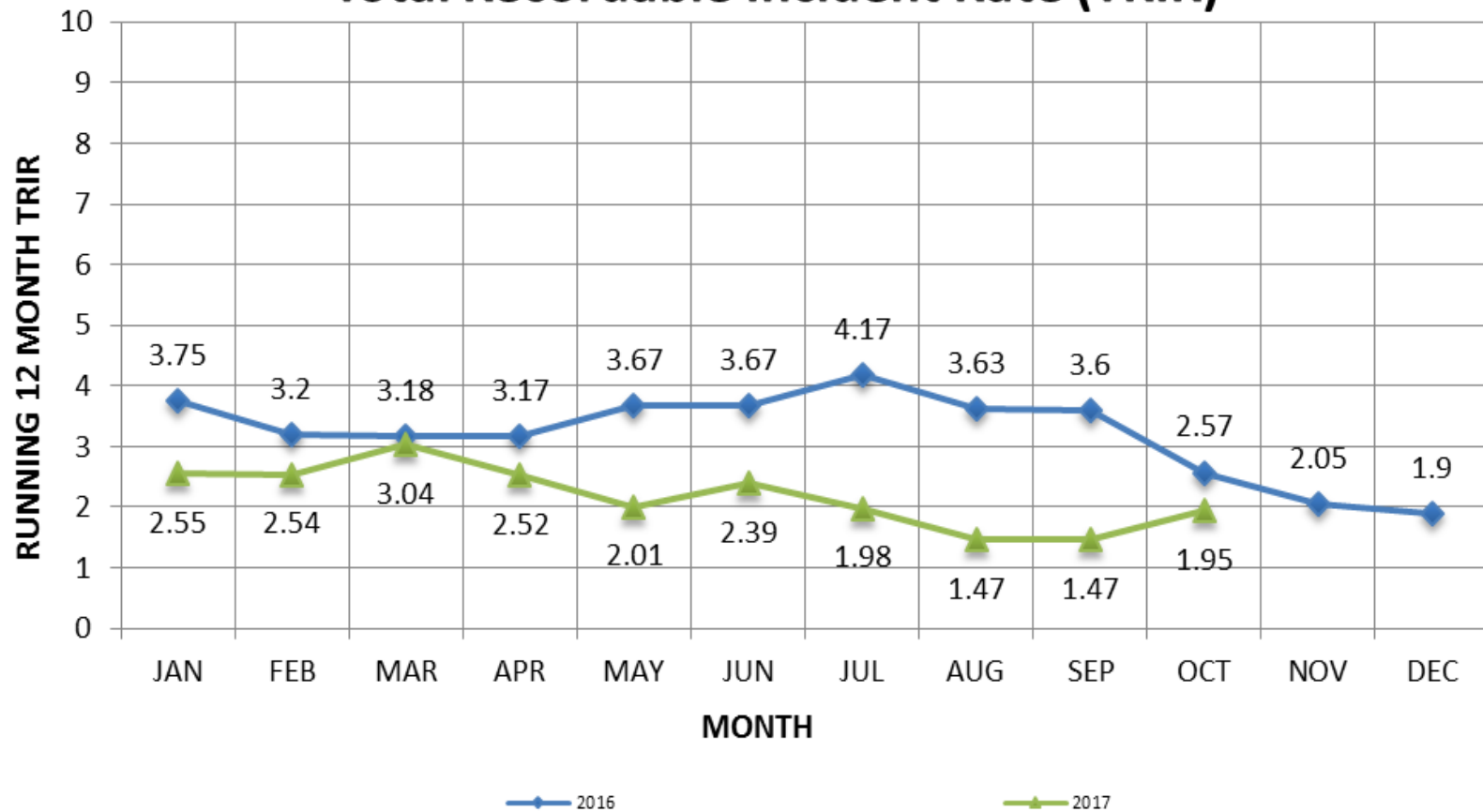
Port of Corpus Christi Authority

Monthly Safety Data Report

October 2017

PORTCORPUSCHRISTI										
	POCCA Employees		BMD		Maintenance		PD		Admin. & Annex	
	Total		Personnel		Personnel		Personnel		Personnel	
Safety	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Number of Employees	218		21		44		48		105	
Hours Worked	33,366	332,664	3,869	38,256	6,673	64,108	7,663	79,402	15,161	150,898
First Aid Cases	2	14	1	6	0	4	1	3	0	1
Recordable Injuries	1	5	0	1	1	3	0	1	0	0
Recordable Illnesses	0	0	0	0	0	0	0	0	0	0
Lost Time Cases	0	2	0	1	0	0	0	1	0	0
Number of Days Lost	0	8	0	3	0	3	0	2	0	0
Restricted Cases	1	2	0	1	1	1	0	0	0	0
Number of Days Restricted	0	0	0	0	0	0	0	0	0	0
TOTAL RECORDABLES	1	5	0	1	1	3	0	1	0	0
INCIDENT RATE (YTD)		3.01		5.23		9.36		2.52		0.00
Types of Injuries										
Slips/Trips/Falls	1	3	0	0	1	1	0	1	0	1
Struck By	0	3	0	1	0	2	0	0	0	0
Strains/Sprains	1	5	1	1	0	3	0	1	0	0
Cuts/Lacerations/Punctures	1	3	0	0	0	1	1	2	0	0
Back Injuries	0	0	0	0	0	0	0	0	0	0
Heat Stress	0	1	0	0	0	1	0	0	0	0
Insect Bites	0	0	0	1	0	2	0	0	0	0
Other	0	4	0	2	0	2	0	0	0	0
TOTAL FIRST AID/RECORDABLES	3	19	1	7	1	7	1	4	0	1
Days Since Last Lost Time Case	Hours Since Last Lost Time Case			Days Since Last Recordable Injury/Illness			Hours Since Last Recordable Injury/Illness			
1	8			1			8			
Date of Last Lost Time Case	Date of Last Recordable			12 Month Rolling Average						
Tuesday, October 31, 2017	Tuesday, October 31, 2017			November 2016 - October 2017:			408,244	Hours Worked		
				Total Recordable Incident Rate (TRIR):			1.95			

12 MONTH AVG Total Recordable Incident Rate (TRIR)





Incident Report for the Month of September

Incident 1

- An employee experienced a watery and irritated feeling to the right eye overnight after welding throughout the day at work. Employee immediately reported symptoms to his supervisor.

Injury Prevention

- Aware of surroundings
 - Perform JSA with risks before starting the job.
- Exhibits caution
 - Utilize PPE such as gloves, shielding, safety glasses

Incident 2

- An employee was moving a pallet jack and while employee turned to tend to another task he returned not able to see where the pallet jack was stationed and caused employee to trip and cause injury to the left cheek, shoulder, knee, and both hands. Employee immediately reported injuries to his supervisor.

Injury Prevention

- Stays in control
 - Perform JSA with risks before starting the job.
 - Take care of one task at a time
 - Do not rush
- Aware of surroundings
 - When setting aside tasks ensure they are not left in a hazardous location.
- Exhibits caution
 - Make a priority list

September Port TRIR: 1.47

2017 Injuries:

Slips/Trips/Falls = 3

Struck By = 2

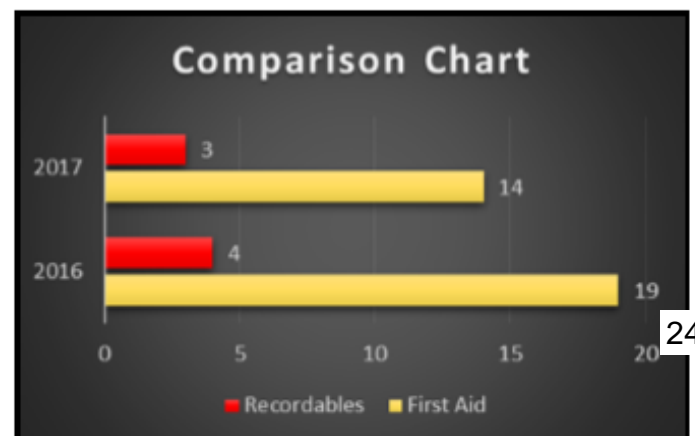
Strain/Sprain = 4

Cuts/Lacerations = 2

Other = 6

Safety Suggestions

- **Maintenance trucks need headache racks/strobe lights.**
 - ◆ Status: In Progress POC: Rat Garcia
 - Estimated time of completion: End of October
- **Change entry into boats when boat is at water level.**
 - ◆ Status: Complete POC: Angela Leyva
 - No change to boat entry. Maintenance program for boat dock updated.
- **Striping on Joe Fulton needs to be repainted.**
 - ◆ Status: Researching POC: Louis Donato
 - Estimated time of completion: TBD
- **Safety Should have their own website.**
 - ◆ Status: Complete POC: Angela Leyva
 - Entire POCCA website to be updated



MAINTENANCE

Ortiz Center:

- Repaired leaks to ladies restroom toilet in CC room.
- Continue with lighting retrofit.
- Diagnose AEP power loss and assist with startup of chiller units.
- Conducted annual back flow prevention device test and inspections total of 5 back flows.
- Repaired two broken light fixtures in pavilion area.
- Troubleshoot kitchen exhaust fan- provide quote for motor replacement-work pending.
- Isolated tower 2 fan to stop water overflow in cooling tower.

Commissioners Court:

- Set up and tear down stage.

Guard Houses:

- Replaced door knob and lock at BMD guardhouse.
- Repaired read door striker plate at Stroman guardhouse.
- Reattached siding to carport at Ave F guardhouse.
- Removed pigeons and reattached bird netting at Ave F guardhouse.
- Repaired and adjusted East door at Avery point guardhouse.
- Continue with modifications to BMD temporary guardhouse.
- Adjusted on/off bulb on lift station at Stroman guardhouse.
- Repaired restroom heater switch at Viola guardhouse.

Administration Building:

- Installed pictures, maps, and board and assisted with furniture moves.
- Replaced countertop bottom boards at 3rd floor kitchen.
- Mounted 2 televisions in 1st conference room as requested by IT.
- Restripe exit arrows in parking lots.
- Replaced commode flush kit in 1st floor ladies restroom and replaced 4 ceiling tiles.
- Repaired door locks on Patricia's supply closet.
- Conducted quarterly cleaning of floors, carpet and dusting.

Annex Building:

- Assist Otis elevator with elevator repairs.
- Removed office wall at 1st floor engineering department, rewired electric and trimmed ceilings.
- Repaired or installed door stoppers in 1st floor men's restroom, stairwell door and rear entrance door.
- Troubleshoot HVAC back up air compressor, motor bad- purchased new air compressor and installed.
- Assist with Natural Gas Generator repairs and automatic switch gear, repairs are still pending.

Port Security/PD:

- Installed electrical service to new PD and IT trailers.
- Assisted IT with installation of computer wiring and mounting of communications board.
- Cleaned up debris and sand piles around newly installed trailers.
- Continue with replacement of shower stall in men's restroom.
- Locate rain leak, reports of roof leak-rain water coming from under utility room door.
- Repaired lights under East lift canopy.
- Adjusted limit switches to West boat lift.
- Replaced door locks cylinders and cores on recent trailers.
- Repaired locks in metal cabinets and air handler closet door.
- Purchased and installed new door closer in office area.
- Backfill holes where previous fence was located.
- Reinstall fence that was removed during electrical installation.
- Repaired small water leak in kitchen area.

BMD:

- Repaired urinal drain line and replaced automatic flush valve.
- Installed cylinder and core in Jerilyn's office.
- Transferred trade in forklifts from BMT to maintenance shop for disposal.
- Assist with crane and operator to make several lifts.
- Replaced water pump in lunchroom ice machine, cleaned and sanitized.
- Conducted annual back flow prevention device test and inspections at BMD 1, 2 and 3.

Cargo Docks:

- Assist Innovative Pest control with access to CD 15 for bat removal.
- Fabricated step ladders for CD 9 and CD 1.
- Conducted annual back flow prevention device test and inspections at CD 1, 8, 9, 14 & 15.

Oil Docks:

- Refill water tank at OD 14 (X7).
- Replaced lock on potable water sub meter at OD 7.
- Repaired A/C at OD 11.
- Repaired temporary water supply line at OD 14.
- Unclog and cleared sink drain at OD 3.
- Purchased and installed lockset on OD 9 dock house door.
- Conducted annual back flow prevention device test and inspections at OD 3, 4, 7 & 11.
- Troubleshoot and repaired lift station sewer pump at OD 8.
- Replaced lighting contactor coil at OD 11.
- Disconnect power source do downed ramp light at OD 1.
- Prepping materials and plan for water line replacement at OD 4.

Fire Barge:

- Cleaned engine room bilge.
- Re installed square D cover to Thruster engine block heater.
- Removed, repaired and reinstalled 25 hp Johnson outboard on rescue boat.
- Lubricated thruster lift rams, exercised forward and aft thrusters.
- Replaced emergency exit lights.
- Replaced wiper blades in pilot house.

Fire Boat:

- Replaced generator batteries.
- Fabricate and weld new mooring bit on bow.
- Fabricate and install fire water pipe reducer, 8" to 4" stainless steel reducer.

Gates, Fences, signs and Roads:

- Repaired 40' of chain link fence on Breakwater and Ave F.
- Installed number signs on CD 9 East and West gates.
- Retightened cable and welded lock latches in place on gate 91.
- Replaced roller on gate 195 at OD 10.
- Repaired rollers and guides on gate 145.
- Backfilled potholes at Best Bet road.
- Backfilled potholes at South Laydown yard.

- Removed Rail Road signs and expanded entrance driveway to Rincon Property gate #9.
- Repaired damages to gate #59, welded new section of frame and replaced rollers.
- Removed, repaired and reinstalled gate #126 at OD 12.
- Reinstalled 2 pedestrian cross walk signs and straightened a stop sign at Avery Point.

Maintenance shops:

- Replaced sewer pump at lift station tank at shop 1.
- Modified headache racks for two new maintenance trucks.

Property Other:

- Removed “closed area” signs and barricades from bike trail.
- Removed floating debris from maintenance boat ramp.
- Assisted Troy Barton with relocating concrete culvert pipes and stored at west yard.
- Replaced sewer pump in lift station at Hillcrest trailers.
- Exercised, lubricated and serviced storm drain gate valves at OD 1 & 2 and south laydown yard.
- Assist engineering (Eileen) with boat ride for CD 9 fender inspection.
- Demonstrate abilities and data input of TATEM’s program.
- Replaced rolling gate chain at BMD 3.
- Assist En safe (Safety) with lock out tag out and confined space Assessment.

Maintenance Routine:

- Monthly Irrigation sprinkler test and inspections at Annex, Admin, PD and Ortiz.
- Conduct weekly departmental Safety Meetings.
- Conduct Monthly EMS meetings.
- Monthly emergency generator test and inspections at Annex, Admin, PD, Stroman, La Quinta and Harbor Island.
- Conduct monthly test and inspections of sanitary sewer lift stations Port wide.
- Conduct monthly inspections, flush and test all potable water ship outlets.
- Attain monthly potable water sub meter readings.
- Conduct weekly inspections, tests and repairs of all PCCA area lighting.
- Routine daily maintenance and PM’s of equipment and vehicles.
- Routine daily Janitorial services to all PCCA facilities.
- Conduct daily mowing operations throughout Port facilities and Hillcrest area.

Maintenance Personnel:

- Ben Garcia and Noel Salinas attended crane training on 10-24.
- All maintenance employees attended “Machine Guarding” training on 10-31.
- Ben Garcia attended “keys to a successful and fulfilling career” training.

Hurricane Related Items:

- Picked up generator from Pilots’ office, serviced, replaced water pump and delivered back to Orion Drilling.
- Replaced window glass on overhead door at Brown Bldg.
- Continued replacing and installing road traffic signs on Joe Fulton corridor.

BULK TERMINAL

Bulk Dock 1 (Unload)

All tonnages are shown in Short Tons

Commodity	# of Vessels	Total Tonnage
Barite	1	33,077

2017 Month Total	33,077
2016 Month Total	27,558
Difference	5,519

2017 Annual Total	467,416
2016 Annual Total	359,767
Difference	107,649

Bulk Dock 2 (Load)

Commodity	# of Vessels	Total Tonnage
Petcoke	4	140,730
Sulfur	1	12,883

2017 Month Total	153,614
2016 Month Total	135,070
Difference	18,543

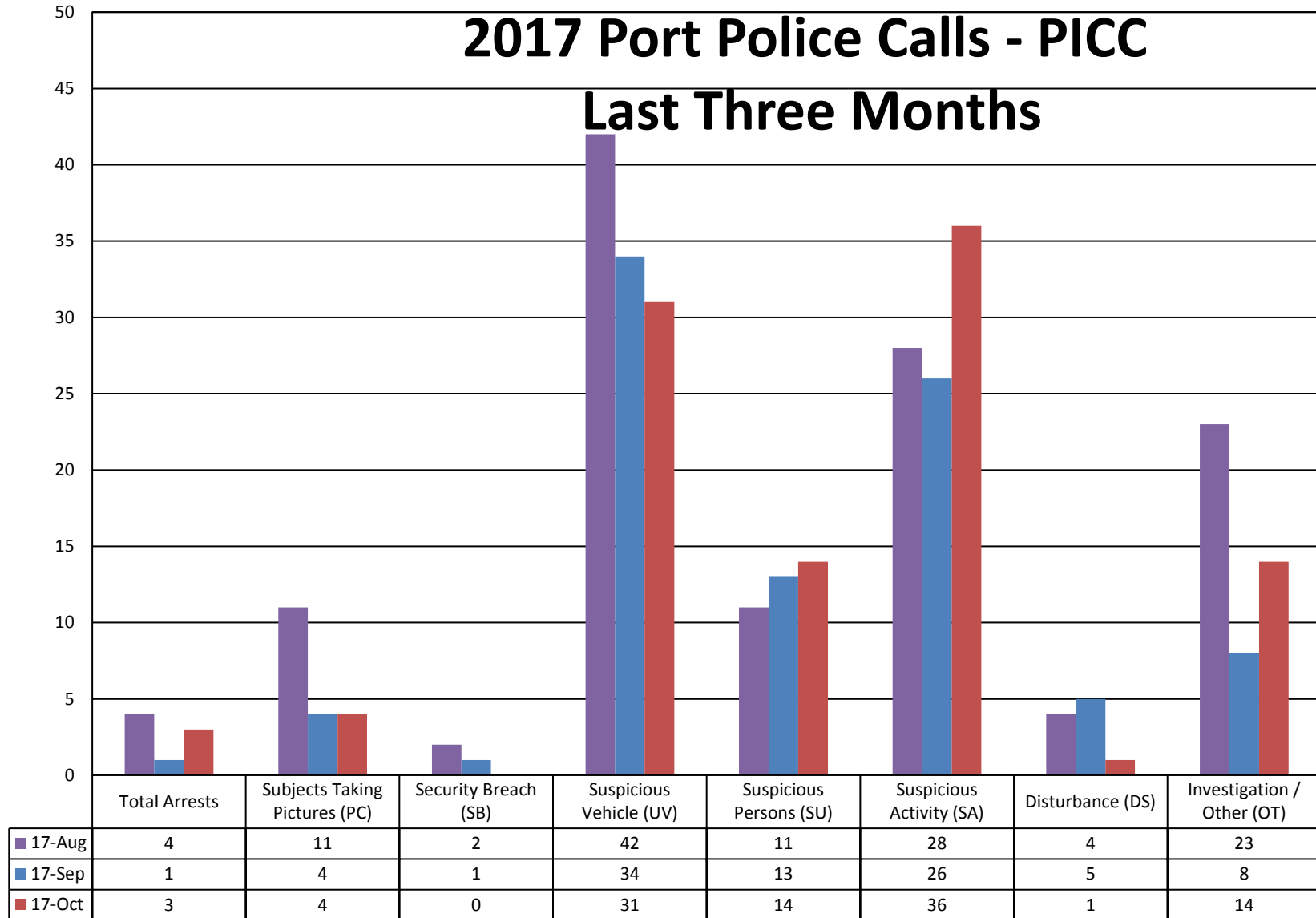
2017 Annual Total	1,334,353
2016 Annual Total	1,199,282
Difference	135,070

Improvement Projects/Key Points

- Bulk Terminal Master Plan Ongoing
- RFP process ongoing for design, installation, and commissioning of rail-mounted multi-purpose ship unloading crane for BMD1
- EnSafe hazard assessments and training conducted throughout the facility.

2017 Port Police Calls - PICC

Last Three Months



Port of Corpus Christi Authority

MONTHLY FINANCIAL RESULTS

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September 2017



PORT CORPUS CHRISTI™

PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

KEY METRICS

OPERATING REVENUES	OPERATING EXPENSES	NET INCOME(LOSS)	TONNAGE	SHIPS AND BARGES	CAPITAL PROJECTS
\$ 67,175,504	\$ 40,818,080	\$ 18,839,370	75,003,446	4,663	\$ 46,422,469
↑ 12% Actual	↑ 1% Actual	↑ 35% Actual	↑ 7% Actual	↓ 0% Actual	
↓ -3% Budget	↓ -14% Budget	↑ 19% Budget			↓ -27% Budget

ALL METRICS

METRIC	YTD 2017 ACTUAL	YTD 2016 ACTUAL	% CHANGE	YTD 2017 BUDGET	% CHANGE
ASSETS	\$ 711,116,114	\$ 671,552,242	↑ 6%		
CASH & INVESTMENTS	\$ 195,173,719	\$ 185,194,433	↑ 5%		
ACCOUNTS RECEIVABLE	\$ 24,190,287	\$ 32,029,735	↓ -24%		
RESTRICTED ASSETS	\$ 62,797,484	\$ 71,573,783	↓ -12%		
LIABILITIES	\$ 170,529,951	\$ 163,654,073	↑ 4%		
NET POSITION	\$ 545,934,412	\$ 509,857,058	↑ 7%		
OPERATING REVENUES	\$ 67,175,504	\$ 59,973,885	↑ 12%	\$ 68,931,191	↓ -3%
OPERATING EXPENSES	\$ 40,818,080	\$ 40,303,783	↑ 1%	\$ 47,373,881	↓ -14%
NET OPERATING INCOME (LOSS)	\$ 26,357,424	\$ 19,670,102	↑ 34%	\$ 21,557,310	↑ 22%
NON OPERATING REVENUE (EXPENSES)	\$ (7,518,054)	\$ (5,697,459)	↓ -32%	\$ (5,758,600)	↑ 31%
NET INCOME (LOSS)	\$ 18,839,370	\$ 13,972,643	↑ 35%	\$ 15,798,710	↑ 19%
TONNAGE	75,003,446	70,131,246	↑ 7%		
SHIPS	1,367	1,239	↑ 10%		
BARGES	3,296	3,447	↓ -4%		
SHIPS & BARGES	4,663	4,686	↓ 0%		
RAIL CARS	21,829	13,446	↑ 62%		
CAPITAL PROJECTS	\$ 46,422,469			\$ 63,617,339	↓ -27%

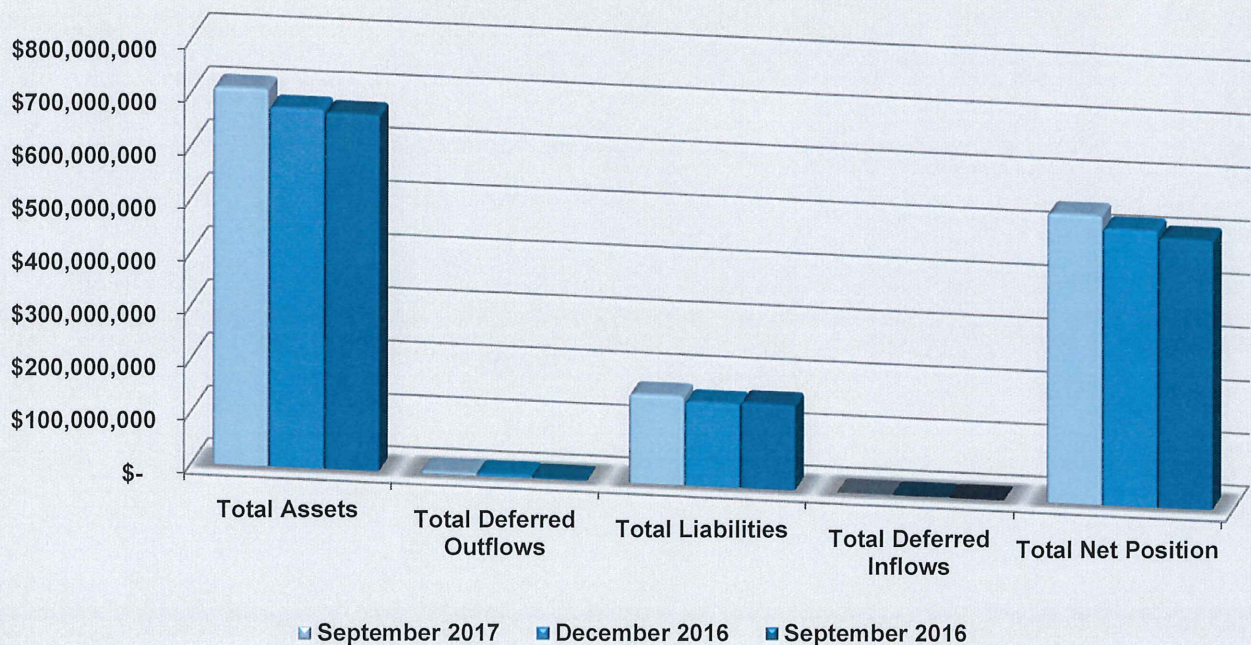
PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

STATEMENT OF NET POSITION

	September	December	Annual Change	%	September	Year-Over-Year Change	%
	2017	2016			2016		
Cash/ Investments	\$ 195,173,719	\$ 185,629,316	\$ 9,544,403	5%	\$ 185,194,433	\$ 9,979,286	5%
A/R	\$ 24,190,287	\$ 28,733,764	\$ (4,543,477)	-16%	\$ 32,029,735	\$ (7,839,448)	-24%
Restricted Assets	\$ 62,797,484	\$ 70,859,926	\$ (8,062,442)	-11%	\$ 71,573,783	\$ (8,776,299)	-12%
P P & E, net	\$ 427,103,046	\$ 390,123,868	\$ 36,979,178	9%	\$ 378,600,884	\$ 48,502,162	13%
Other	\$ 1,851,578	\$ 1,772,905	\$ 78,673	4%	\$ 4,153,407	\$ (2,301,829)	-55%
Total Assets	\$ 711,116,114	\$ 677,119,779	\$ 33,996,335	5%	\$ 671,552,242	\$ 39,563,872	6%
Deferred Outflows-Pension	\$ 5,529,207	\$ 5,529,207	\$ -	0%	\$ 1,958,889	\$ 3,570,318	182%
Total Deferred Outflows	\$ 5,529,207	\$ 5,529,207	\$ -	0%	\$ 1,958,889	\$ 3,570,318	182%
Current Liabilities	\$ 9,737,706	\$ 9,817,273	\$ (79,567)	-1%	\$ 7,709,507	\$ 2,028,199	26%
Unearned Income	\$ 44,244,184	\$ 34,146,050	\$ 10,098,134	30%	\$ 36,466,861	\$ 7,777,323	21%
Long-term Debt	\$ 110,640,000	\$ 110,640,000	\$ -	0%	\$ 115,000,000	\$ (4,360,000)	-4%
Other	\$ 5,908,061	\$ 5,781,876	\$ 126,185	2%	\$ 4,477,705	\$ 1,430,356	32%
Total Liabilities	\$ 170,529,951	\$ 160,385,199	\$ 10,144,752	6%	\$ 163,654,073	\$ 6,875,878	4%
Deferred Inflows-Pension	\$ 180,958	\$ 180,958	\$ -	0%	\$ -	\$ 180,958	100%
Total Deferred Inflows	\$ 180,958	\$ 180,958	\$ -	0%	\$ -	\$ 180,958	100%
Investment in Net Assets	\$ 334,645,287	\$ 306,107,673	\$ 28,537,614	9%	\$ 292,330,890	\$ 42,314,397	14%
Restricted Net Position	\$ 36,753,817	\$ 36,031,915	\$ 721,902	2%	\$ 36,034,035	\$ 719,782	2%
Unrestricted Net Position	\$ 174,535,308	\$ 179,943,241	\$ (5,407,933)	-3%	\$ 181,492,133	\$ (6,956,825)	-4%
Total Net Position	\$ 545,934,412	\$ 522,082,829	\$ 23,851,583	5%	\$ 509,857,058	\$ 36,077,354	7%

Statement of Net Position



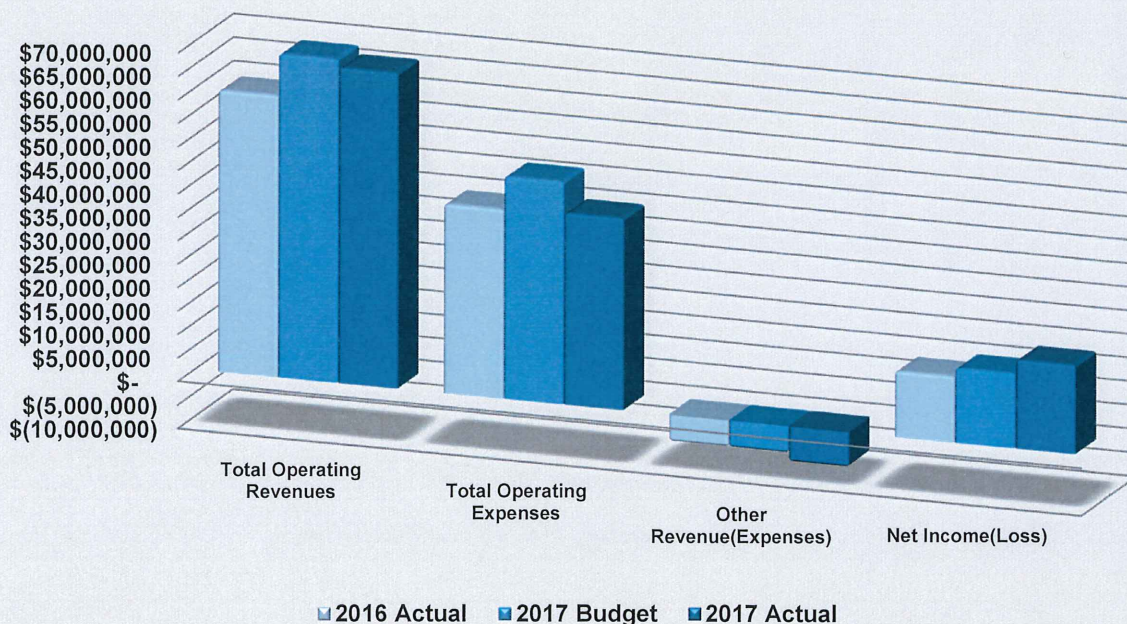
PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

STATEMENT OF REVENUES AND EXPENSES

	September YTD			Change			
	2017		2016	Budget	%	Actual	%
	Actual	Budget	Actual				
Wharfage	\$ 34,247,189	\$ 36,546,489	\$ 31,094,656	\$ (2,299,300)	-6%	\$ 3,152,533	10%
Dockage	\$ 9,682,914	\$ 9,860,764	\$ 9,204,516	\$ (177,850)	-2%	\$ 478,398	5%
Security	\$ 4,855,763	\$ 5,908,686	\$ 4,498,518	\$ (1,052,923)	-18%	\$ 357,245	8%
Other Shipping Services	\$ 6,933,151	\$ 7,481,537	\$ 6,078,909	\$ (548,386)	-7%	\$ 854,242	14%
Building and Land Rental	\$ 11,456,487	\$ 9,133,715	\$ 9,097,286	\$ 2,322,772	25%	\$ 2,359,201	26%
Total Operating Revenues	\$ 67,175,504	\$ 68,931,191	\$ 59,973,885	\$ (1,755,687)	-3%	\$ 7,201,619	12%
Employee Services	\$ 16,770,098	\$ 18,017,071	\$ 14,588,112	\$ (1,246,973)	-7%	\$ 2,181,986	15%
Maintenance	\$ 2,915,379	\$ 6,626,870	\$ 4,827,033	\$ (3,711,491)	-56%	\$ (1,911,654)	-40%
Utilities/ Telephone	\$ 1,019,714	\$ 950,695	\$ 992,848	\$ 69,019	7%	\$ 26,866	3%
Insurance	\$ 1,100,469	\$ 1,249,042	\$ 1,270,792	\$ (148,573)	-12%	\$ (170,323)	-13%
Prof/ Contracted Services	\$ 5,333,154	\$ 6,138,877	\$ 4,754,725	\$ (805,723)	-13%	\$ 578,429	12%
Operator/ Event Expenses	\$ 1,251,169	\$ 1,229,063	\$ 1,194,077	\$ 22,106	2%	\$ 57,092	5%
Admin/Trade Dvlp/Other	\$ 3,011,849	\$ 3,316,198	\$ 2,911,387	\$ (304,349)	-9%	\$ 100,462	3%
Depreciation	\$ 9,416,248	\$ 9,846,065	\$ 9,764,809	\$ (429,817)	-4%	\$ (348,561)	-4%
Total Operating Expenses	\$ 40,818,080	\$ 47,373,881	\$ 40,303,783	\$ (6,555,801)	-14%	\$ 514,297	1%
Net Operating Income(Loss)	\$ 26,357,424	\$ 21,557,310	\$ 19,670,102	\$ 4,800,114	22%	\$ 6,687,322	34%
Interest Income	\$ 2,502,845	\$ 1,217,025	\$ 1,442,185	\$ 1,285,820	106%	\$ 1,060,660	74%
Other Revenue	\$ 124,895	\$ 190,686	\$ 82,320	\$ (65,791)	-35%	\$ 42,575	52%
Gain(Loss) Disposal of Assets	\$ (15,127)	\$ -	\$ (64,527)	\$ (15,127)	-100%	\$ 49,400	-100%
Interest/Bond Expense	\$ (3,091,314)	\$ (3,088,183)	\$ (3,114,816)	\$ (3,131)	0%	\$ 23,502	-1%
Other Expense	\$ (7,039,353)	\$ (4,078,128)	\$ (4,042,621)	\$ (2,961,225)	73%	\$ (2,996,732)	74%
Other Revenue(Expenses)	\$ (7,518,054)	\$ (5,758,600)	\$ (5,697,459)	\$ (1,759,454)	-31%	\$ (1,820,595)	-32%
Net Income(Loss)	\$ 18,839,370	\$ 15,798,710	\$ 13,972,643	\$ 3,040,660	19%	\$ 4,866,727	35%

Statement of Revenues & Expenses



PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

<u>Public Oil Docks</u>	September YTD		
	2017		Variance
	Actual	Budget	
Operating Revenues	\$ 19,299,088	\$ 20,146,087	\$ (846,999)
Operating Expenses	\$ (1,999,229)	\$ (2,506,437)	\$ 507,208
Net Operating Income(Loss)	\$ 17,299,859	\$ 17,639,650	\$ (339,791)
Other Revenue(Expenses)	\$ (751,262)	\$ (749,741)	\$ (1,521)
Net Income(Loss)	\$ 16,548,597	\$ 16,889,909	\$ (341,312)

<u>Private Oil Docks</u>	September YTD		
	2017		Variance
	Actual	Budget	
Operating Revenues	\$ 14,119,299	\$ 13,723,435	\$ 395,864
Operating Expenses	\$ (30,757)	\$ (38,569)	\$ 7,812
Net Operating Income(Loss)	\$ 14,088,542	\$ 13,684,866	\$ 403,676
Other Revenue(Expenses)	\$ -	\$ -	\$ -
Net Income(Loss)	\$ 14,088,542	\$ 13,684,866	\$ 403,676

<u>Dry Cargo Docks</u>	September YTD		
	2017		Variance
	Actual	Budget	
Operating Revenues	\$ 7,520,502	\$ 9,028,903	\$ (1,508,401)
Operating Expenses	\$ (1,872,165)	\$ (1,938,704)	\$ 66,539
Net Operating Income(Loss)	\$ 5,648,337	\$ 7,090,199	\$ (1,441,862)
Other Revenue(Expenses)	\$ -	\$ -	\$ -
Net Income(Loss)	\$ 5,648,337	\$ 7,090,199	\$ (1,441,862)

<u>Bulk Terminal</u>	September YTD		
	2017		Variance
	Actual	Budget	
Operating Revenues	\$ 7,709,932	\$ 7,041,316	\$ 668,616
Operating Expenses	\$ (4,495,399)	\$ (6,657,984)	\$ 2,162,585
Net Operating Income(Loss)	\$ 3,214,533	\$ 383,332	\$ 2,831,201
Other Revenue(Expenses)	\$ (2,156)	\$ 748	\$ (2,904)
Net Income(Loss)	\$ 3,212,377	\$ 384,080	\$ 2,828,297

<u>Conference Center</u>	September YTD		
	2017		Variance
	Actual	Budget	
Operating Revenues	\$ 1,693,006	\$ 1,706,336	\$ (13,330)
Operating Expenses	\$ (1,936,030)	\$ (1,860,392)	\$ (75,638)
Net Operating Income(Loss)	\$ (243,024)	\$ (154,056)	\$ (88,968)
Other Revenue(Expenses)	\$ (282)	\$ 4,860	\$ (5,142)
Net Income(Loss)	\$ (243,306)	\$ (149,196)	\$ (94,110)

PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

<u>Property and Buildings</u>	September YTD		
	2017		Variance
	Actual	Budget	
Operating Revenues	\$ 7,893,906	\$ 6,576,240	\$ 1,317,666
Operating Expenses	\$ (3,027,974)	\$ (4,417,221)	\$ 1,389,247
Net Operating Income(Loss)	\$ 4,865,932	\$ 2,159,019	\$ 2,706,913
Other Revenue(Expenses)	\$ (5,199,197)	\$ (2,314,717)	\$ (2,884,480)
Net Income(Loss)	\$ (333,265)	\$ (155,698)	\$ (177,567)

<u>Other Facilities</u>	September YTD		
	2017		Variance
	Actual	Budget	
Operating Revenues	\$ 3,276,116	\$ 3,986,855	\$ (710,739)
Operating Expenses	\$ (1,194,872)	\$ (1,564,337)	\$ 369,465
Net Operating Income(Loss)	\$ 2,081,244	\$ 2,422,518	\$ (341,274)
Other Revenue(Expenses)	\$ (4,105,332)	\$ (4,092,966)	\$ (12,366)
Net Income(Loss)	\$ (2,024,088)	\$ (1,670,448)	\$ (353,640)

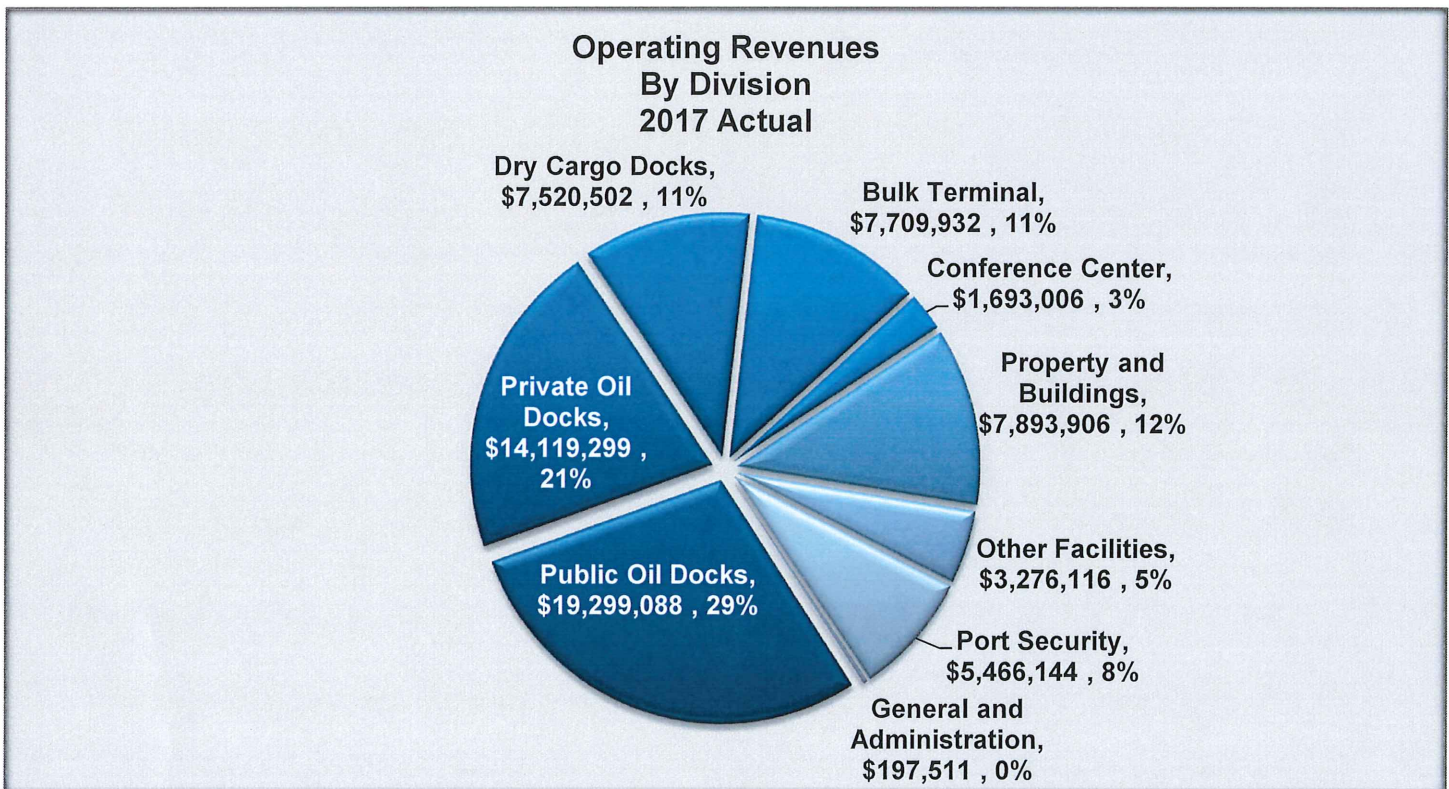
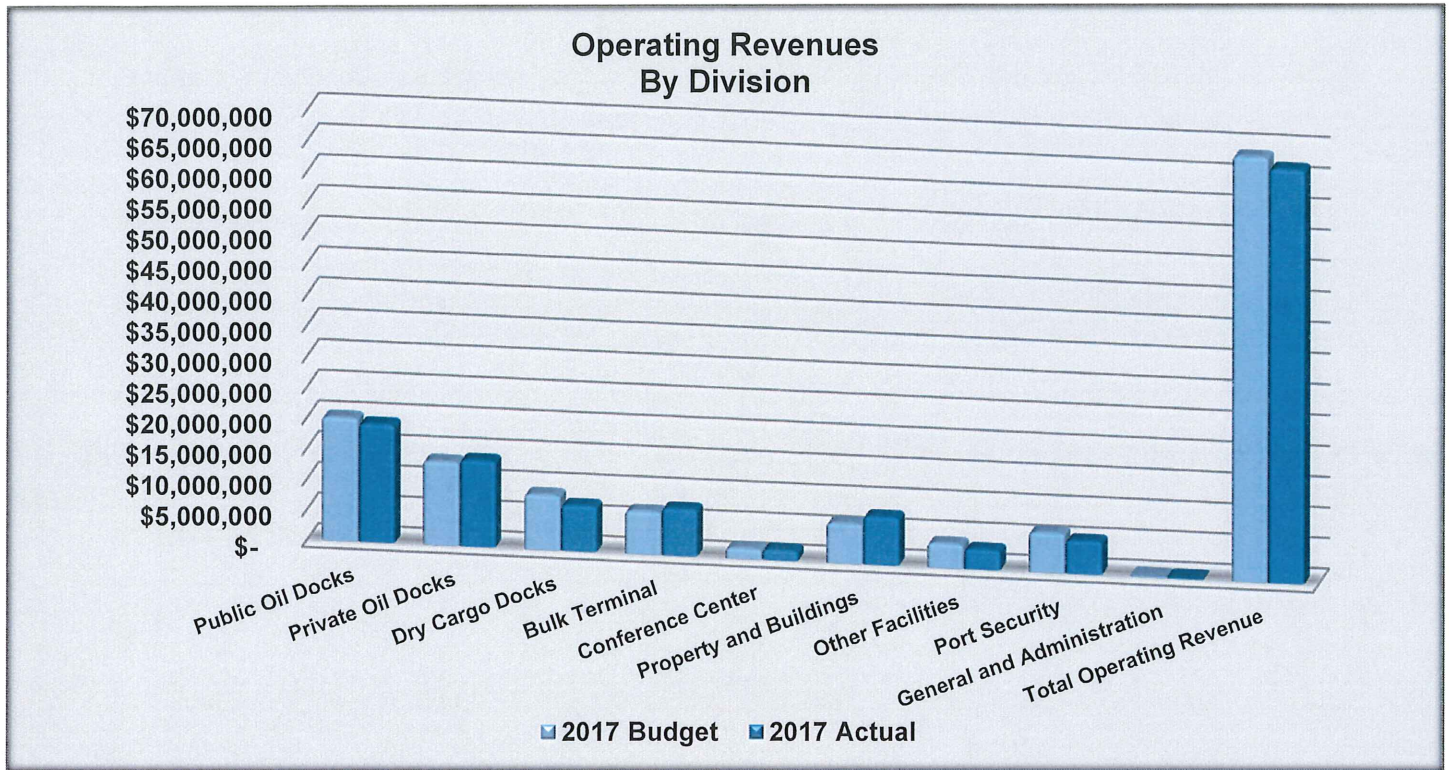
<u>Port Security</u>	September YTD		
	2017		Variance
	Actual	Budget	
Operating Revenues	\$ 5,466,144	\$ 6,512,775	\$ (1,046,631)
Operating Expenses	\$ (7,574,065)	\$ (7,776,247)	\$ 202,182
Net Operating Income(Loss)	\$ (2,107,921)	\$ (1,263,472)	\$ (844,449)
Other Revenue(Expenses)	\$ (37,778)	\$ -	\$ (37,778)
Net Income(Loss)	\$ (2,145,699)	\$ (1,263,472)	\$ (882,227)

<u>General and Administration</u>	September YTD		
	2017		Variance
	Actual	Budget	
Operating Revenues	\$ 197,511	\$ 209,244	\$ (11,733)
Operating Expenses	\$ (18,687,589)	\$ (20,613,990)	\$ 1,926,401
Net Operating Income(Loss)	\$ (18,490,078)	\$ (20,404,746)	\$ 1,914,668
Other Revenue(Expenses)	\$ 2,577,953	\$ 1,393,216	\$ 1,184,737
Net Income(Loss)	\$ (15,912,125)	\$ (19,011,530)	\$ 3,099,405

<u>Total</u>	September YTD		
	2017		Variance
	Actual	Budget	
Operating Revenues	\$ 67,175,504	\$ 68,931,191	\$ (1,755,687)
Operating Expenses	\$ (40,818,080)	\$ (47,373,881)	\$ 6,555,801
Net Operating Income(Loss)	\$ 26,357,424	\$ 21,557,310	\$ 4,800,114
Other Revenue(Expenses)	\$ (7,518,054)	\$ (5,758,600)	\$ (1,759,454)
Net Income(Loss)	\$ 18,839,370	\$ 15,798,710	\$ 3,040,660

PORT OF CORPUS CHRISTI AUTHORITY

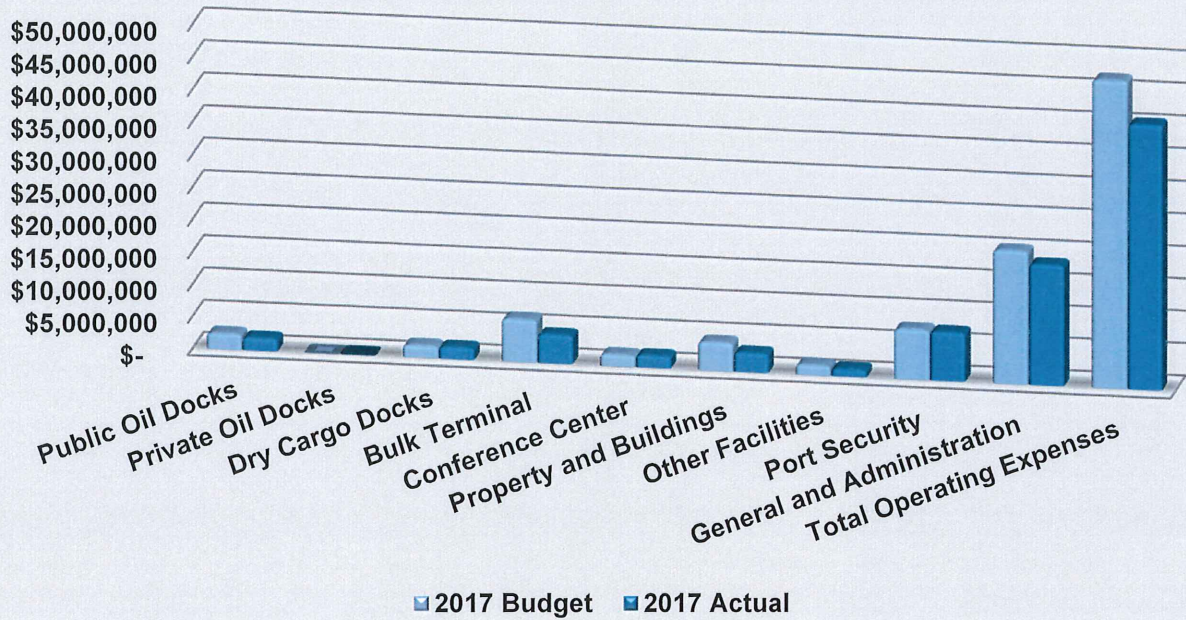
FINANCIAL RESULTS



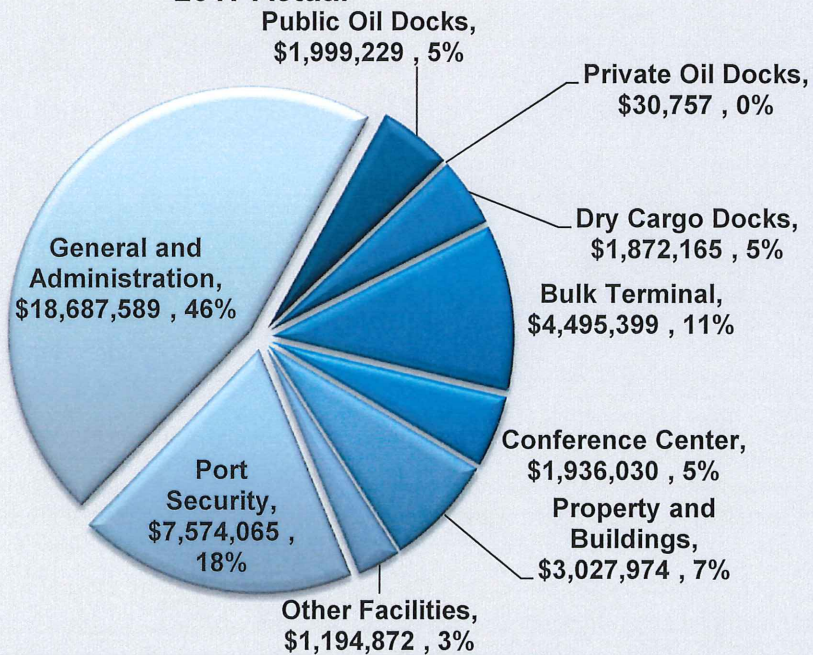
PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

Operating Expenses
By Division



Operating Expenses
By Division
2017 Actual

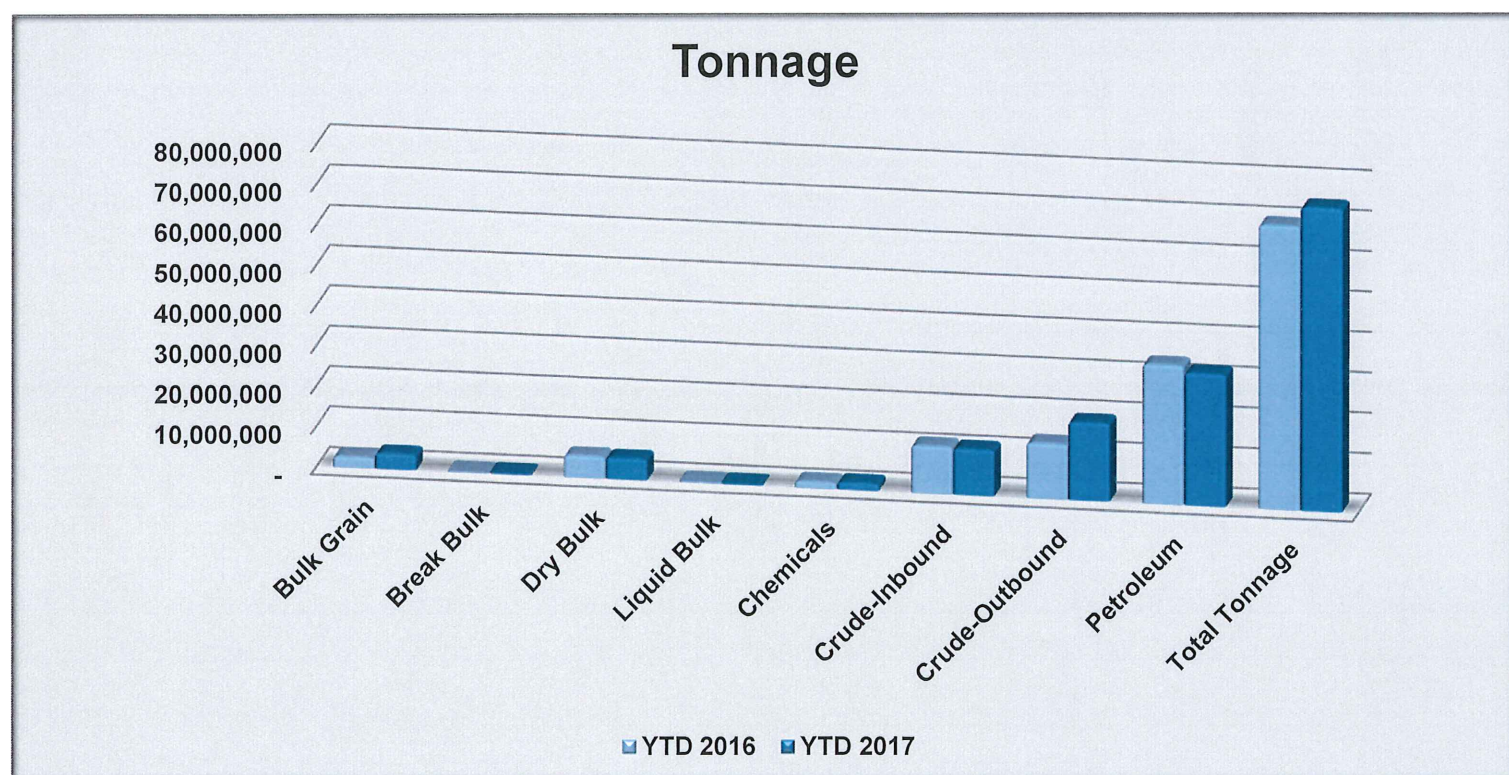


PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

TONNAGE

	September		Mth Over Mth Change	%	YTD		Year Over Year Change	%
	2017	2016			2017	2016		
Bulk Grain	387,152	516,050	(128,898)	-25%	3,830,567	2,675,428	1,155,139	43%
Break Bulk	11,867	31,012	(19,145)	-62%	353,543	237,713	115,830	49%
Dry Bulk	504,864	459,413	45,451	10%	5,283,225	5,471,095	(187,870)	-3%
Liquid Bulk	-	99,616	(99,616)	-100%	345,102	351,210	(6,108)	-2%
Chemicals	107,426	164,345	(56,919)	-35%	1,771,015	1,620,688	150,327	9%
Crude-Inbound	1,231,074	1,473,886	(242,812)	-16%	11,402,931	11,741,954	(339,023)	-3%
Crude-Outbound	2,556,084	1,707,774	848,310	50%	19,314,171	13,678,889	5,635,282	41%
Petroleum	3,022,140	3,877,102	(854,962)	-22%	32,702,892	34,354,269	(1,651,377)	-5%
Total Tonnage	7,820,607	8,329,198	(508,591)	-6%	75,003,446	70,131,246	4,872,200	7%



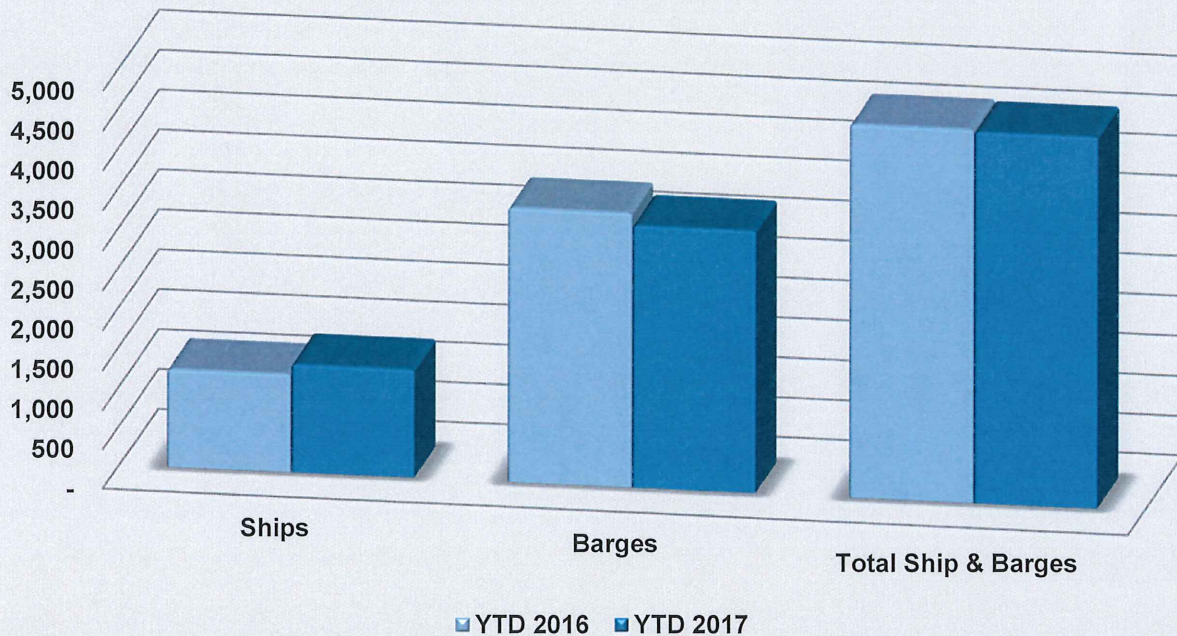
PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

SHIP & BARGE MOVEMENTS

	September		Mth Over Mth Change	%	YTD		Year Over Year Change	%
	2017	2016			2017	2016		
Ships	149	145	4	3%	1,367	1,239	128	10%
Barges	242	394	(152)	-39%	3,296	3,447	(151)	-4%
Total Ship & Barges	391	539	(148)	-27%	4,663	4,686	(23)	0%

Ships & Barges



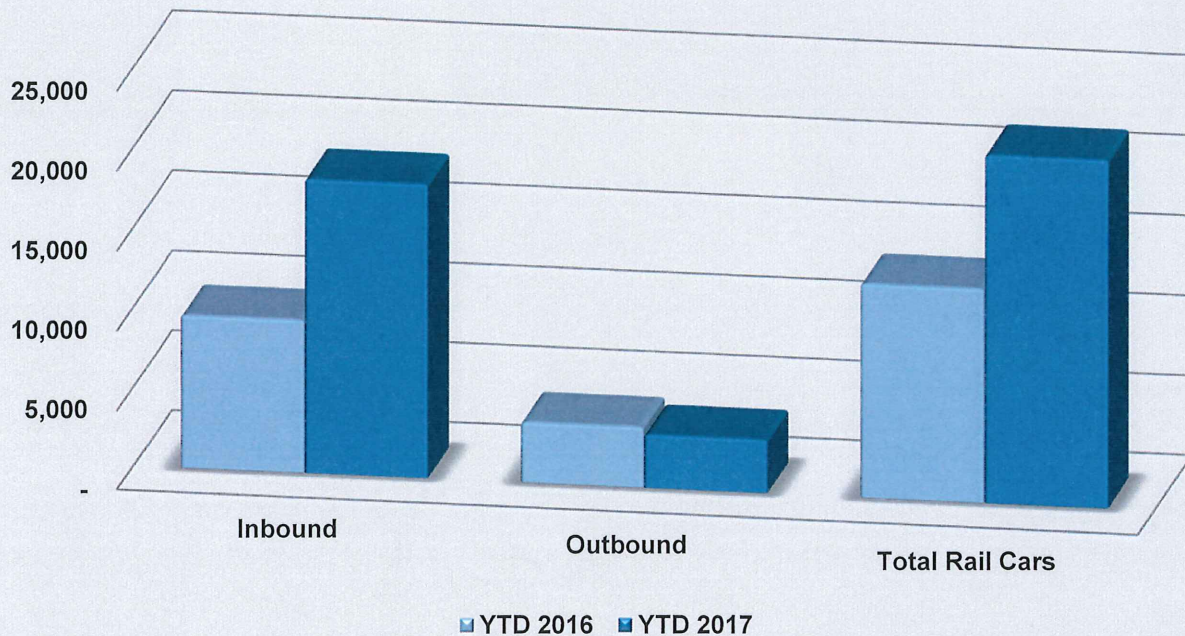
PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

RAIL CARS

	September		Mth Over Mth Change	%	YTD		Year Over Year Change	%
	2017	2016			2017	2016		
Inbound	823	1,437	(614)	-43%	18,442	9,605	8,837	92%
Outbound	356	689	(333)	-48%	3,387	3,841	(454)	-12%
Total Rail Cars	1,179	2,126	(947)	-45%	21,829	13,446	8,383	62%

Rail Cars

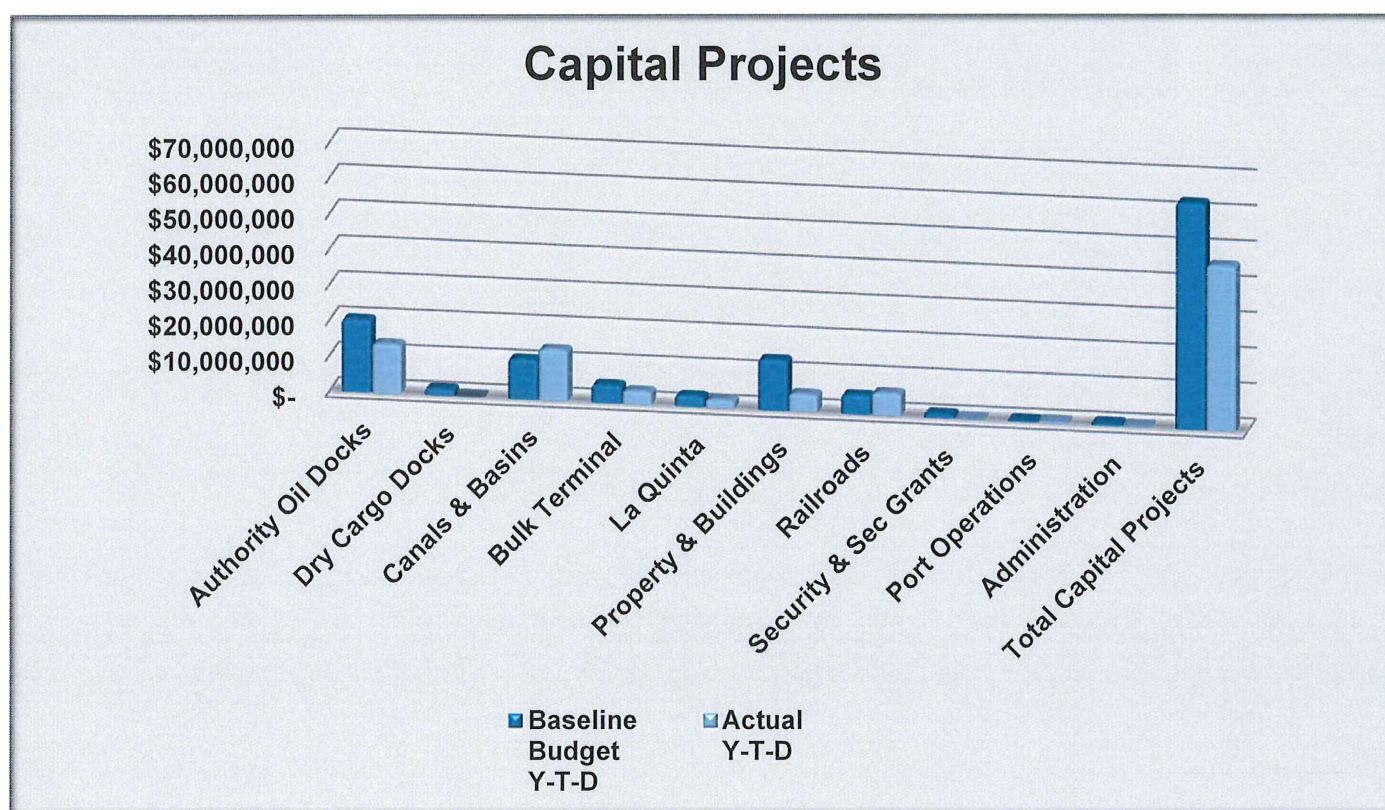


PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

CAPITAL PROJECTS

	Annual Budget	Actual Y-T-D	Balance Remaining	Baseline Budget Y-T-D	Actual Y-T-D	Variance
Authority Oil Docks	\$ 21,529,100	\$ 13,864,395	\$ 7,664,705	\$ 20,404,100	\$ 13,864,395	\$ (6,539,705)
Dry Cargo Docks	\$ 3,800,000	\$ 25,396	\$ 3,774,604	\$ 1,825,000	\$ 25,396	\$ (1,799,604)
Canals & Basins	\$ 14,040,000	\$ 14,316,589	\$ (276,589)	\$ 11,239,997	\$ 14,316,589	\$ 3,076,592
Bulk Terminal	\$ 11,925,303	\$ 3,733,572	\$ 8,191,731	\$ 5,075,300	\$ 3,733,572	\$ (1,341,728)
La Quinta	\$ 4,200,000	\$ 2,306,994	\$ 1,893,006	\$ 3,094,994	\$ 2,306,994	\$ (788,000)
Property & Buildings	\$ 46,930,744	\$ 5,016,767	\$ 41,913,977	\$ 14,285,819	\$ 5,016,767	\$ (9,269,052)
Railroads	\$ 6,100,000	\$ 6,361,868	\$ (261,868)	\$ 5,415,000	\$ 6,361,868	\$ 946,868
Security & Sec Grants	\$ 1,291,208	\$ 119,497	\$ 1,171,711	\$ 1,172,456	\$ 119,497	\$ (1,052,959)
Port Operations	\$ 377,000	\$ 482,840	\$ (105,840)	\$ 377,000	\$ 482,840	\$ 105,840
Administration	\$ 2,105,159	\$ 194,551	\$ 1,910,608	\$ 727,673	\$ 194,551	\$ (533,122)
Total Capital Projects	\$ 112,298,514	\$ 46,422,469	\$ 65,876,045	\$ 63,617,339	\$ 46,422,469	\$ (17,194,870)



PORT OF CORPUS CHRISTI AUTHORITY

FINANCIAL RESULTS

BOND PROJECT PROCEEDS - (As of September 30, 2017)

	Bond Project Proceeds	Bond Issuance Expenses	Net Bond Project Proceeds	Bond Project Expenditures	Transfer Remaining Proceeds on Closed Projects	Remaining Bond Project Proceeds
Land	\$ 34,960,000	\$ (346,544)	\$ 34,613,456	\$ (35,075,365)	\$ 461,909	\$ -
Oil Dock 14	\$ 28,000,000	\$ (277,552)	\$ 27,722,448	\$ (27,722,448)	\$ -	\$ -
Access Road & Rail	\$ 10,000,000	\$ (99,126)	\$ 9,900,874	\$ (26,724)	\$ -	\$ 9,874,150
Tule Lift Bridge	\$ 18,000,000	\$ (178,426)	\$ 17,821,574	\$ (6,018,965)	\$ -	\$ 11,802,609
West Barge Mooring Area	\$ 7,280,000	\$ (72,164)	\$ 7,207,836	\$ (6,745,927)	\$ (461,909)	\$ -
NRRY Phase II	\$ 6,000,000	\$ (59,475)	\$ 5,940,525	\$ (5,940,525)	\$ -	\$ -
La Quinta-Aquatic Habitat	\$ 4,020,000	\$ (39,849)	\$ 3,980,151	\$ (3,235,897)	\$ -	\$ 744,254
La Quinta-Mitigation Buffer	\$ 3,940,000	\$ (39,055)	\$ 3,900,945	\$ (335,053)	\$ -	\$ 3,565,892
La Quinta Dock	\$ 2,800,000	\$ (27,755)	\$ 2,772,245	\$ (2,715,483)	\$ -	\$ 56,762
Total Bond Projects	\$ 115,000,000	\$ (1,139,946)	\$ 113,860,054	\$ (87,816,387)	\$ -	\$ 26,043,667

Bond Project Proceeds (As of September 30, 2017)

