



**Notice of Meeting of the Port Commission of the
Port of Corpus Christi Authority of Nueces County, Texas, on
Tuesday, May 09, 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 April 18, 2017 Commission meeting.**

7. PUBLIC COMMENT (Each speaker is limited to three minutes.)

8. RECEIVE REPORT FROM SECURITY COMMITTEE

9. RECEIVE REPORT FROM AUDIT COMMITTEE

10. RECEIVE REPORT FROM LONG-RANGE PLANNING COMMITTEE

11. PRESENTATIONS

- 11.a. Approve a Resolution of Appreciation for Robert David Fields.

[David Fields - Resolution](#)

- 11.b. Receive presentation on the proposed creation of the Ingleside Improvement District, and approve a resolution consenting to the annexation of certain property by the district, if created. The Commission may go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice from PCCA's attorney regarding the powers of the district before taking action on the resolution.

[Ingleside Improvement District - Memo](#)

[Ingleside Improvement District - Resolution](#)

[Ingleside Improvement District - Map](#)

- 11.c. Receive progress report from Del Richardson & Associates Inc. on the Hillcrest Voluntary Real Estate Acquisition and Relocation program.

[DRA Presentation](#)

- 11.d. Receive update from the Corpus Christi Regional Economic Development Corporation.

[CCREDC - Presentation](#)

12. OPEN AGENDA

- 12.a. Approve an amendment to the Commission's Operating Rules to establish the Long-Range Planning Committee as a standing committee.

[Operating Rules - Memo](#)

[Operating Rules - Amendment](#)

[Operating Rules - Amendment 1](#)

- 12.b. Approve an amendment to Service Order No. 7 in the amount of \$385,201 with Freese and Nichols, Inc., under Professional Services Master Agreement No. 13-02, for engineering services associated with the La Quinta Terminal Upland Buffer Area project.

[Buffer Area - Memo](#)

[Buffer Area - Amendment](#)

[Buffer Area - Exhibit](#)

- 12.c. Approve a Change Order in an amount not to exceed \$3.9 Million with W.T. Byler to extend Track A for the Nueces River Rail Yard – Phase II Project.

[WT Byler - Memo](#)

[WT Byler - Exhibit](#)

[WT Byler - Change Order](#)

- 12.d. Approve Amendment to a Professional Services Contract with AG|CM Inc. in the amount of \$410,850 to provide inspection and construction contract administrative services associated with the Nueces River Rail Yard – Phase II Project and the Mike Carrell Road project.

[AGCM PSC - Memo](#)

[AGCM PSC - Amendment](#)

13. 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.*

- 13.a. Authorize staff to submit a Diesel Emission Reduction Act application under the 2017 Clean Diesel Funding Assistance Program.

[DERA Grant - Memo](#)

- 13.b. Award a Construction Contract in the amount of \$72,868.00 to Ram-Bro Contracting, the lowest and best bidder based on bids received on March 31, 2017, for interim improvement and stabilization of the Permian Yard.

[Permian Yard - Memo](#)

[Permian Yard - Bid Tab](#)

[Permian Yard - Map](#)

- 13.c. Approve an Amendment to Indefinite Delivery/Indefinite Quantity Contract with Coastal Bend Demolition Inc. for residential/commercial demolition and property clearing services in connection with the Harbor Bridge project.

[CB Demolition - Memo](#)

[CB Demolition - Amendment](#)

- 13.d. Authorize purchase of four (4) vehicles from Silsbee Ford using Government pricing from the State of Texas BuyBoard Cooperative program in the amount of \$126,795.20.

[4 Vehicles - Memo](#)

[4 Vehicles - Quotes](#)

- 13.e. Approve an Amendment to a Service Order with HDR Engineering, Inc., under Professional Services Master Agreement No. 13-01, in the amount of \$16,611.21 for additional services on the evaluation of the Sherwin site.
[HDR - Memo](#)
[HDR - Amendment](#)
- 13.f. Award a Purchase Contract in the amount of \$111,747.00 to Johnstone Supply Shepherd through the Texas Cooperative Purchasing Program for eight explosion proof air conditioning units for PCCA Public Oil Dock facilities.
[Johnstone Supply Shepherd - Memo](#)
[Johnstone Supply Shepherd - Quotes](#)
- 13.g. Authorize purchase of portable police radios from Dailey & Wells Communications.
[Dailey & Wells - Memo](#)
[Dailey & Wells - Quotes](#)
- 13.h. Authorize award of Energy Management Services Contract to Thomas Engineering Inc. in the amount of \$120,000.
[Thomas Engineering - Memo](#)
[Thomas Engineering - Contract](#)
- 13.i. Approve a Valve Site Easement with Air Liquide Large Industries U.S. LP for a .021 acre Valve Site at La Quinta Terminal Gateway West of Dredge Material Placement Area No. 14 Through May 8, 2022
[Air Liquide Valve Site La Quinta - Memo](#)
[Air Liquide Valve Site La Quinta - Easement Sumary.pdf](#)
[Air Liquide - Letter Exhibit](#)
[Air Liquide Valve Site - Easement](#)
- 13.j. Approve an Easement and Right-of-Way Agreement with AEP Texas, Inc. For Electrical Service to Oil Dock 15

[AEP EA - OD 15 - Memo](#)
[AEP OD 15 - Letter Exhibit](#)
[AEP OD 15 - Easement](#)

14. STAFF/COMMISSION COMMENTS

- 14.a. Receive report from the Executive Director on upcoming community and 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.

Safety Report

Government Affairs Report

Business Development Report

Communications Report

Hillcrest Report

Community Relations Report

Information Technology Report

Operations Report

Security Report

Emergency Management Report

Environmental Report

Engineering Services Report

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

15. EXECUTIVE SESSION

- 15.a. The Commission will go into executive session pursuant to §551.071 of the Texas Government Code to receive legal advice from PCCA's attorneys regarding a pending EEOC claim.
- 15.b. The Commission will go into executive session pursuant to §551.074 of the Texas Government Code to deliberate the evaluation of the Executive Director and the Deputy Executive Director & Chief Operating Officer.
- 15.c. The Commission will go into executive session pursuant to §551.074 of the Texas Government Code to deliberate the evaluation of the Executive Director with the Executive Director.
- 15.d. The Commission will go into executive session pursuant to §551.074 of the Texas Government Code to deliberate the evaluation of the Deputy Executive Director & Chief Operating Officer with the Deputy Executive Director & Chief Operating Officer.
- 15.e. The Commission will go into executive session pursuant to §551.071 and §551.072 of the Texas Government Code to deliberate the purchase, sale, exchange, and value of certain real property in San Patricio County and receive legal advice from PCCA's attorneys regarding the possible purchase,

sale, and exchange of this property.

16. ADJOURN

**OFFICIAL MINUTES OF PORT COMMISSION MEETING
APRIL 18, 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, April 18, 2017 at 8:30 a.m., for the regular monthly meeting of the Port Commission.

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

Present: Mr. John P. LaRue
Mr. Sean Strawbridge
Mr. Dennis DeVries
Mr. Jarl Pedersen
Mr. Darrin Aldrich
Ms. Patricia Cardenas
Ms. Rosie Collin
Mr. Russell Cordo
Mr. Tyler Fuhrken
Ms. Sarah Garza
Mr. David Krams
Mr. Ruben Medina
Ms. Sandra Terrell-Davis
Ms. Nelda Olivo
Ms. Lynn Angerstein
Mr. Steven Ashley
Mr. Eric Battersby
Ms. Audre Debler
Ms. Sherry DuBois
Mr. Sam Esquivel
Mr. Brett Flint
Mr. Erin Hall
Mr. James Haley
Ms. Donna James-Spruce
Mr. Dan Koesema
Ms. Angela Leyva
Ms. Sonya Lopez
Mr. Dave Michaelson
Ms. Jennifer Pena
Ms. Maggie Turner

Mr. Bennie Benavides
Ms. Jennifer Powell
Mr. Jesse Samu
Ms. Pamela Mota

Others Present:

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

Others Present:

Capt. Jay Rivera
Capt. Louis Adams
Capt. Andrea Morrison
Capt. Kevin Monaco
Aransas/CC Pilots Assn.
Mr. Kevin Miller
Mr. David Cave
CITGO
Mr. Xavier F. Valverde
G&H Towing
Mr. Tom Moore
Consultant
Ms. Darcy Schroeder
Capt. Joe Harrington
Valero
Mr. Bob Paulison
Port Industries
Mr. Iain Vasey
CC Regional EDC
Mr. Terry Arnold
Consultant
Mr. William Goldston
ALEL/WFGCON
Ms. Sue Zimmermann
Zimmermann Consulting
Mr. Larry Perryman
Bay-Houston Towing Co.
Mr. Gary Moore
City of Portland
Mr. Jene Adler
Mr. Scotty Emmons
Orion/Schneider EC
Mr. Foster Edwards
San Patricio EDC
Mr. Kevin Gibson
Mr. Tim McCallum
Mr. Barry Snyder
Signet Marine

Mr. Tim Merriweather
Banister Group
Mr. Jim Pennoil
Suez
Mr. Jody Bickel
MSUSA
Mr. Rick Ott
San Patricio County
Mr. Scott Harris
LAH
Mr. Bill Hasbiouk
ABIA
Mr. Burt Moorhouse
Gulf Copper
Ms. Lenora Keas
Mr. Dan Korus
Del Mar College
Mr. Darrell Chambers
FDCCC
Mr. Bridgett Cook
Collier-Johnson Woods
Mr. Lorette Williams
Consultant
Mr. Ewav Lopez
Robstown Area Development Corp.
Mr. Bill Portwood
Mr. Martin Timmerman
CH2M Hill
Mr. Mike Wike
Accutrans
Capt. Mike Kershaw
Consultant
Mr. Joe Guzman
So. Tx. Military Facilities Task Force
Mr. John Pasch
Cheniere
Mr. Chris Ramirez
Caller-Times

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.

Chairman Zahn pointed out that the supporting materials for agenda items 6a, 7a, 13c, 13e, 13f and 13j of this meeting were delivered to the Commissioners after the deadline stated in the Commission's Operating Rules. On motion made by Mr. Valls and seconded by Mr. Engel, the Commission unanimously agreed to consider and take action on these agenda items.

6. REVIEW

6a. The Commission reviewed the Role of the Port Commission and the Operating Rules of the Port Commission and related matters.

7. MINUTES.

7a. On motion made by Mr. Bowers and seconded by Mr. Valls, the Commission approved the minutes of the March 21, 2017 Commission meeting, in the form presented to the meeting.

8. PUBLIC COMMENTS. Comments were received by:

Mr. Ron Navarro – Resident of Hillcrest
Mr. Rolando Garza – Cotton Broadcasting
Mr. Gary Moore – Portland City Council

9. SECURITY COMMITTEE REPORT. The Chairman of the committee reported on the committee's activities since the last regular Commission meeting.

10. AUDIT COMMITTEE REPORT. The Chairman of the committee reported on the committee's activities since the last regular Commission meeting.

11. LONG-RANGE PLANNING COMMITTEE REPORT. The Chairman of the committee reported on the committee's activities since the last regular Commission meeting.

12. PRESENTATIONS

12a. The Commission received an update from Flatiron Dragados on the Harbor Bridge project.

12b. The Commission received a presentation by e Design-Build Institute of America (DBIA) representative on value and benefits of using design-build.

13. OPEN SESSION AGENDA.

13a. On motion made by Mr. Engel and seconded by Mr. Squires, the Commission approved, in the form presented to the meeting, the PCCA Comprehensive Annual Financial Report for the year ending December 31, 2016.

13b. On motion made by Mr. Valls and seconded by Ms. Canales, the Commission adopted the following resolution:

**RESOLUTION APPROVING A DESIGN AGREEMENT
BETWEEN THE DEPARTMENT OF THE ARMY AND THE
PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS
FOR DESIGN FOR THE CORPUS CHRISTI, TEXAS SHIP CHANNEL
IMPROVEMENT PROJECT MAIN CHANNEL AND BARGE LANES**

WHEREAS, a Design Agreement between The Department of the Army and the Port of Corpus Christi Authority of Nueces County, Texas ("PCCA") for the Design for the Corpus Christi, Texas Ship Channel Improvement Project Main Channel and Barge Lanes ("Design Agreement") has been presented to PCCA's Port Commission for approval; and

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

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

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

Section 2. The Design 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 Design 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 April 18, 2017.

13c. On motion made by Mr. Bowers and seconded by Mr. Squires, the Commission approved, in the form presented to the meeting, a Professional Engineering Services Agreement with Amec Foster Wheeler Environmental & Infrastructure, Inc., in an amount amount not to exceed \$247,000 for engineering and consulting services related to PCCA's filing of a TCEQ Marine Seawater Desalination Permit Application.

13d. On motion made by Mr. Valls and seconded by Mr. Engel, the Commission (1) awarded a Construction Contract to J.M. Davidson LTD in the amount of \$393,831 (Base Bid) for repairs to PCCA's short span bridge at Oil Dock 12, together with Additive Bid Item 1 (\$325/CY for additional flowable fill, if needed) with a \$6,500 allowance, and (2) granted the Director of Engineering Services an 8% contingency allowance for change orders under the contract in accordance with the PCCA's standard contingency guidelines for general construction projects.

13e. The Chairman announced that the Commission would consider Agenda Item 13e in open session after the Executive Session.

13f. On motion made by Mr. Engel and seconded by Ms. Canales, the Commission approved purchase orders with US Ecology Landfill and Republic Services El Centro Landfill in the amount of \$300,00 each for the disposal of hazardous and regulated wastes generated during the demolition of properties acquired under the Hillcrest/Washington-Coles Voluntary Real Estate Acquisition and Relocation Assistance Program.

13g. The Chairman announced that the Commission would consider Agenda Item 13g in open session after the Executive Session.

13h. The Chairman announced that the Commission would consider Agenda Item 13h in open session after the Executive Session.

13i. On motion made by Mr. Bowers and seconded by Mr. Valls, the Commission approved a temporary rule change to Tariff 100-A to require a 4-hour notice to the Harbormaster for vessel movements for a 120 day trial period beginning July 1, 2017.

13j. On motion made by Mr. Valls and seconded by Mr. Bowers, the Commission approved the following resolution:

**RESOLUTION TO OPERATE UNDER
TEXAS GOVERNMENT CODE CHAPTER 2267, AND
ADOPTING GUIDELINES FOR PUBLIC-PRIVATE PARTNERSHIPS**

WHEREAS, the Texas Legislature enacted the Public and Private Facilities and Infrastructure Act of 2011 (the "Act") in order to facilitate and expand the use of public-private partnerships (P3's); and

WHEREAS, the Act is codified under Chapter 2267 of the Texas Government Code ("Chapter 2267"); and

WHEREAS, the Port of Corpus Christi Authority ("PCCA") may operate under Chapter 2267, if the Port Commission adopts a resolution making that election; and

WHEREAS, PCCA may consider proposals for P3's, if the Port Commission adopts guidelines that enable PCCA to comply with Chapter 2267 and makes them publicly available; and

WHEREAS, the Port Commission finds it to be in the best interest of PCCA to elect to operate under Chapter 2267 and to adopt guidelines to enable PCCA to comply with Chapter 2267;

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

Section 1. PCCA hereby elects to operate under Chapter 2267 of the Texas Government Code.

Section 2. PCCA hereby adopts the "Port of Corpus Christi Authority Guidelines for Public-Private Partnerships" ("Guidelines") in the form presented to this meeting.

Section 3. A copy of the Guidelines shall be attached to the minutes of this meeting as Exhibit A, and the Guidelines shall be made publicly available as soon as practicable after the conclusion of this meeting.

Section 4. This resolution is adopted by the Commission this 21st day of April, 2017.

13k. On February 3, 2017, the Texas Department of Transportation ("TxDOT") and the Federal Highway Administration ("FHWA") entered into an agreement allowing for relocation benefits to be provided to eligible tenants of landlords who do not wish to participate in the Hillcrest Neighborhood Acquisition Plan ("Additional Tenant Benefits"). TxDOT then sent PCCA a letter agreement dated

April 18, 2017, proposing that PCCA offer these Additional Tenant Benefits to eligible tenants at TxDOT's expense ("Supplemental Letter Agreement"). A copy of the Supplement Letter Agreement was presented at the meeting for consideration. A second letter agreement dated April 18, 2017, between TxDOT and PCCA regarding TxDOT's approval of PCCA's acquisition costs for the Hillcrest & Washington-Coles Neighborhood Acquisition Plan and Relocation Program ("Reimbursement Letter Agreement") was also presented at the meeting for consideration. On motion made by Mr. Valls and seconded by Mr. Squires, the Commission authorized the Executive Director to execute the Reimbursement Letter Agreement and Supplemental Letter Agreement in substantially the form presented at the meeting.

- 14. CONSENT AGENDA.** The Chairman announced that Consent Agenda Item 14a would be considered at a later date, and Individual Commissioners requested that Consent Agenda Items 14d, 14f, 14g, 14i and 14j be considered separately. Then, Mr. Bowers moved the approval of the remaining Consent Agenda Items by one vote (the "Consent Agenda Motion"), in accordance with the respective staff recommendations and agreements furnished to the Commission at the meeting. Mr. Squires seconded the motion and the motion passed without objection.

14a. No action was taken on this agenda item: Consulting Services Contract for a term of three and one-half years with Trinity Consultants, in the amount of \$166,250 for consulting services related to Environmental Management System internal auditing.

14b. By separate motion duly made and seconded, the Commission approved, in the form presented to the meeting, a Lease Agreement with M & G Resins USA, LLC for a 6-acre temporary construction laydown area at the South Shore Dredge Material Placement Area through April 17, 2018.

14c. By separate motion duly made and seconded, the Commission approved, in the form presented to the meeting, a Lease Agreement with M & G Resins USA, LLC for a 10-acre temporary construction laydown area at Rincon Industrial Park through April 17, 2018.

14d. By approval of the Consent Agenda Motion, the Commission approved Service Order No. 10 in the amount of \$5,655 with 360factors EHS Consulting Services, under Professional Services Master Agreement No. 04-14, for environmental consulting services to conduct soil sampling activities at Avery Point.

14e. By separate motion duly made and seconded, the Commission awarded a contract in the amount of \$150,000 to J.M. Davidson, LTD, the lowest and best

bidder, based on bids received on March 23, 2017, for maintenance painting at the Bulk Terminal.

14f. By approval of the Consent Agenda Motion, the Commission approved an Amendment to the Cooperative Research and Development Agreement with the U.S. Army Engineer Research and Development Center to prepare a Site Management and Monitoring Plan associated with placement of dredge materials from the entrance channel of the Corpus Christi Ship Channel – Channel Improvement Project (Contract 1).

14g. By approval of the Consent Agenda Motion, the Commission authorized staff to issue a Request for Proposals for energy management services.

14h. The Chairman announced that the Commission would consider Agenda Item 14h in open session after the Executive Session.

14i. By approval of the Consent Agenda Motion, the Commission awarded a Consulting Services Contract to EnSafe Inc. in the amount of \$86,308 for consulting services related to development and implementation of the Occupational Health & Safety Management System and health & safety policies and manuals.

14j. By approval of the Consent Agenda Motion, the Commission authorized the purchase of vehicles using government pricing from the State of Texas BuyBoard Cooperative program.

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. EXECUTIVE SESSION: At 11:09 a.m., Mr. Zahn announced the Commission would go into executive session pursuant to §551.071, §551.072, §551.074, and §551.087 of the Texas Government Code to deliberate agenda items 13e, 13g, 13h, 14h, 16a, 16b, 16c, 16d, 16e, and 16f, which were described in the agenda of the meeting as follows:

13e. Approve termination of NuStar Oil Dock 17 Lease Agreement.

13g. Approve a Third Amendment to Service Order No. 9 in the amount of \$509,727 with CH2M Hill Engineers Inc., under Professional Services Master Agreement No. 13-05, for engineering services associated with the New Oil Dock 15 Project.

13h. Approve Amended & Restated Dock Use Agreement between Port of Corpus Christi Authority and Gravity Midstream Corpus Christi, LLC for Public Oil Dock 14.

14h. Approve a Change Order in the amount of \$227,381 with Russell Marine, LLC, for additional work associated with the construction of Oil Dock 15 Project.

16a. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate the purchase of certain real property on the south side of the Inner Harbor.

16b. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate the purchase of certain real property on the accessible to the La Quinta Channel.

16c. The Commission will go into executive session pursuant to §551.087 of the Texas Government Code to deliberate offering financial or other incentives to a business prospect that PCCA is encouraging to locate in San Patricio County and with which PCCA is conducting economic development negotiations.

16d. The Commission will go into executive session pursuant to §551.072 and §551.087 of the Texas Government Code to deliberate (i) leasing certain PCCA real property on the north side of the Inner Harbor, and (ii) offering financial or other incentives to a business prospect that PCCA is encouraging to locate on the north side of the Inner Harbor and with which PCCA is conducting economic development negotiations.

16e. The Commission will go into executive session pursuant to §551.074 of the Texas Government Code to receive a report from the Executive Director on the evaluation of the Chief Commercial Officer.

16f. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate the evaluation of the Executive Director and the Deputy Executive Director & Chief Operating Officer.

RECONVENE IN OPEN SESSION. The Chairman reconvened the meeting in open session at 2:07 p.m., to take action on agenda items 13e, 13g, 13h, and 14h.

13e. On motion made by Mr. Squires and seconded by Mr. Valls, the Commission approved the termination of the NuStar Oil Dock 17 Lease Agreement as

requested by NuStar in its letter to PCCA dated April 12, 2017, a copy of which was presented at the meeting..

13g. On motion made by Ms. Canales and seconded by Mr. Squires, the Commission approved, in the form presented to the meeting, a Third Amendment to Service Order No. 9 in the amount of \$509,727 with CH2M Hill Engineers Inc., under Professional Services Master Agreement No. 13-05, for engineering services associated with the New Oil Dock 15 project.

13h. On motion made by Mr. Squires and seconded by Mr. Valls, the Commission approved, in the form presented to the meeting, an Amended & Restated Dock Use Agreement between the Port of Corpus Christi Authority and Gravity Midstream Corpus Christi, LLC for Public Oil Dock 14.

14h. On motion made by Mr. Squires and seconded by Ms. Canales, the Commission approved, in the form presented to the meeting, a Change Order in the amount of \$227,381 with Russell Marine, LLC, for additional work associated with the construction of Oil Dock 15 project.

- 17. ADJOURN.** On motion duly made and seconded, the meeting was adjourned at 2:08 p.m.

EXHIBIT A

PORT OF CORPUS CHRISTI AUTHORITY GUIDELINES FOR PUBLIC-PRIVATE PARTNERSHIPS Adopted by the Port Commission on April 18, 2017

ARTICLE 1 PURPOSE AND SCOPE

The terms “*Public-Private Partnership*” and “*P3*” refer generally to agreements between public entities and the private sector by which the private sector makes physical assets or services available to a public entity for an extended term in exchange for fixed payments. Pursuant to the Texas Public and Private Facilities and Infrastructure Act (Chapter 2267, Texas Government Code) (the “*Act*,” as amended from time to time), the Port Commission (“*Port Commission*”) of the Port of Corpus Christi Authority of Nueces County, Texas (the “*PCCA*”) has adopted these Guidelines for Public-Private Partnerships (“*Guidelines*”) to create PCCA's P3 Program and to further the public purposes declared in Section 2267.002(a)-(c) of the Act.

These Guidelines govern the submission and evaluation of “P3 Proposals” (defined in Article III below) by the private sector to partner with PCCA for the development or operation of certain improvements “necessary or desirable to real property” owned by PCCA. A successful P3 Proposal will result in an agreement between the private sector and PCCA for development, completion, financing, operation, or maintenance of a “Qualifying Project” (defined in Article III below).

ARTICLE 2 GUIDELINES REQUIRED

A. It is PCCA's intention to comply with all mandatory provisions of the Act. Under the Act, PCCA must adopt and make publicly available guidelines that enable PCCA to comply with the Act before requesting proposals for a Qualifying Project. The Act provides that the guidelines must be reasonable, encourage competition, and guide the selection of P3 Proposals, and must:

1. require PCCA to:
 - a. make a representative available to meet with persons who are considering submitting a proposal; and
 - b. provide notice of the representative's availability;
2. provide reasonable criteria for choosing among competing proposals;
3. contain suggested timelines for selecting proposals and negotiating an interim or comprehensive agreement;
4. allow PCCA to accelerate the selection, review, and documentation timelines for proposals involving a Qualifying Project considered a priority by the entity;
5. include financial review and analysis procedures that at a minimum consist of:
 - a. a cost-benefit analysis;
 - b. an assessment of opportunity cost;

- c. consideration of the degree to which functionality and services similar to the functionality and services to be provided by the proposed project are already available in the private market; and
 - d. consideration of the results of all studies and analyses related to the proposed Qualifying Project;
- 6. allow PCCA to consider the nonfinancial benefits of a proposed Qualifying Project;
- 7. ensure that PCCA, for a proposed project to improve real property, evaluates design quality, life-cycle costs, and the proposed project's relationship to any relevant comprehensive planning or zoning requirements;
- 8. include criteria for:
 - a. the Qualifying Project, including the scope, costs, and duration of the project and the involvement or impact of the project on multiple public entities;
 - b. the creation of and the responsibilities of an oversight committee, with members representing PCCA, that acts as an advisory committee to review the terms of any proposed interim or comprehensive agreement; and
 - c. the role the Center for Alternative Finance and Procurement established by the Texas Facilities Commission in the review, analysis, or evaluation of the Qualifying Project;
- 9. require PCCA to analyze the adequacy of the information to be released by PCCA when seeking competing proposals and require that PCCA provide more detailed information, if PCCA determines necessary, to encourage competition, but without disclosing confidential and proprietary information provided by a private entity submitting a proposal;
- 10. establish criteria, key decision points, and approvals required to ensure that PCCA considers the extent of competition before selecting proposals and negotiating an interim or comprehensive agreement; and
- 11. include a requirement that PCCA engage the services of qualified professionals, including an architect, professional engineer, or registered municipal advisor, not otherwise employed by PCCA or the Center to provide independent analyses regarding the specifics, advantages, disadvantages, and long-term and short-term costs of a Qualifying Project unless the Port Commission determines that the analysis is to be performed by similarly qualified employees of PCCA.

B. A Qualifying Project includes any improvements necessary or desirable to real property owned by PCCA. PCCA may approve any Qualifying Project that the Port Commission determines serves a public purpose. Under the Act, PCCA may approve as a Qualifying Project the development or operation of a facility needed by PCCA, or the design or equipping of a Qualifying Project, if the Port Commission determines that the project serves the public purpose of Act. The Act provides that the Port Commission may determine that the development or operation of a project serves the public purpose if:

- 1. there is a public need for or benefit derived from the project;

2. the estimated cost of the project is reasonable in relation to similar facilities; and
3. the project's plans will result in the timely development or operation of the project.

ARTICLE 3 DEFINITIONS

These Guidelines specifically incorporate by reference the definitions in Section 2267.001 of the Act. Any variance between the capitalization of terms in the Act and in these Guidelines is immaterial. In the event of a substantive conflict between definitions in the Act and in these Guidelines, the Act shall control. In addition to definitions appearing in the Act and elsewhere in these Guidelines, for the purposes of these Guidelines the terms listed below have the meaning stated.

Authority's Website is <http://portofcc.com/>

Comprehensive Agreement means the comprehensive agreement authorized by Section 2267.058, Government Code, between the contracting person and PCCA.

Contracting Person means a person who enters into a Comprehensive or Interim Agreement with PCCA under Chapter 2267 of the Government Code.

Interim Agreement means an agreement authorized by Section 2267.059, Government Code, between the contracting person proposing the development or operation of the Qualifying Project and PCCA.

P3 Contract means an agreement between a public entity and a private entity by which the private entity makes physical assets or services available to the public entity for a term of twenty or more years in exchange for fixed payments.

P3 Procurement Record means a document or other record in any form directly related to a P3 Proposal. Notwithstanding the previous sentence, a P3 Procurement Record does not include (a) information excepted or otherwise exempt from the public disclosure requirements of the Texas Public Information Act (Chapter 552, Texas Government Code), or (b) information not constituting a procurement record within the meaning of Section 2267.066(f) of the Act.

P3 Proposal means a proposal submitted to PCCA in response to a P3 Solicitation.

P3 Solicitation means a request for proposals ("RFP") issued by PCCA for a Qualifying Project.

Project means either a Qualifying Project or a proposed Qualifying Project, depending on context.

Proposer means a private person or entity that plans to submit or that has submitted a P3 Proposal to PCCA.

Qualifying Project means a service or an improvement to real property provided or proposed to be provided by a private entity to PCCA by means of a P3 Contract, in accordance with the Act.

P3 Proposal means a P3 Proposal submitted to PCCA in response to a P3 Solicitation, as contemplated by Section 2267.053(b) of the Act.

ARTICLE 4 OVERVIEW OF P3 PROGRAM

- A. A person may not develop or operate a Qualifying Project for PCCA unless the person contracts with PCCA as prescribed by these Guidelines and applicable law. See TEX. GOV'T CODE § 2267.051.
- B. Participation in the P3 Program is initiated by responding to a P3 Solicitation.
- C. PCCA will exercise full due diligence in the evaluation of P3 Proposals and will examine carefully the qualifications, capabilities, resources, and other attributes of a Proposer and its team. Proposers will be held strictly accountable for representations made and information provided to PCCA regarding their qualifications and experience.
- D. If required under Section 2267.055(a) of the Act, the selected Proposer must provide “each affected jurisdiction” with copies of its Solicited P3 Proposal.
- E. Absent a legally enforceable written agreement executed by an authorized representative of PCCA, PCCA will not be responsible for any costs incurred in the preparation, submission, or presentation of a P3 Proposal.

ARTICLE 5 AUTHORITY'S P3 REPRESENTATIVE

- A. PCCA has designated its Deputy Executive Director and Chief Operating Officer as its representative (“**P3 Representative**”) to administer PCCA's P3 Program and, as required by Section 2267.052(b)(1) of the Act, confer with persons considering submission of a P3 Proposal. The P3 Representative will be available during PCCA’s regular business hours, by appointment only. Requests to meet with the P3 Representative regarding matters within the scope of these Guidelines should be submitted in writing to the following address:

Mr. Sean C. Strawbridge
Port of Corpus Christi Authority
Deputy Executive Director & Chief Operating Officer
222 Power Street
Corpus Christi, TX 78401

- B. The P3 Representative may designate in writing another employee of PCCA to act in his stead with regard to any particular P3 Proposal. The P3 Representative may amend or withdraw this designation at any time.
- C. The Port Commission may designate in writing a different P3 Representative, which designation shall be effective upon its posting at PCCA's Website.

ARTICLE 6 AUTHORITY'S P3 OVERSIGHT COMMITTEE AND PROFESSIONAL ADVISORS

- A. As required by Section 2267.052(b)(8) of the Act, PCCA has established a P3 Oversight Committee, with the members specified below, that will act as an advisory committee to review the terms of any proposed interim or comprehensive agreement:

Position 1 (Chair): Deputy Executive Director & Chief Operating Officer

Position 2: Chief Commercial Officer

Position 3: Director of Finance

B. Members of the Oversight Committee do not serve for specific terms; new members may be designated to the above Positions by the Chairman of the Port Commission as circumstances require. Names of the members of the Oversight Committee and any changes in the Committee's membership will be announced promptly on PCCA's Website.

C. The P3 Oversight Committee shall evaluate each Solicited P3 Proposal.

1. In most instances, the Committee will complete its evaluations not later than 90 days after the Solicited P3 Proposals are received by the P3 Representative. As authorized by Section 2267.052(b)(4) of the Act, this timeline may be adjusted for Solicited P3 Proposals considered a priority by PCCA.
2. The Committee shall consider the extent of competition evidenced by Solicited P3 Proposals responsive to the P3 Solicitation. If the Committee reasonably concludes the Solicited P3 Proposals do not reflect competition among Proposers sufficient to provide PCCA with good value, the P3 Representative may amend, supplement, or withdraw the P3 Solicitation. See TEX. GOV'T CODE § 2267.052(b)(10).
3. During its evaluation of a Solicited P3 Proposal, the Committee may communicate with a Proposer to clarify information in the Solicited P3 Proposal or to confirm the Proposer understood the requirements of the P3 Solicitation. The Committee shall maintain a record of each such communication, which record shall be a P3 Procurement Record.
4. After evaluating the Solicited P3 Proposals, the Committee shall recommend to the Port Commission either (a) the acceptance of a particular Solicited P3 Proposal for negotiation to an Interim or Comprehensive Agreement, in accordance with Articles 9 and 10 of these Guidelines, or (b) the rejection all of the Solicited P3 Proposals.
5. Additional criteria and procedures for the evaluation of Solicited P3 Proposals shall be as described in the P3 Solicitation but shall not be inconsistent with the Act.

C. The P3 Oversight Committee shall also review the terms of any proposed Interim or Comprehensive Agreement and make recommendations to the Port Commission regarding these agreements.

D. As required by Section 2267.052(c)(2) of the Act, PCCA will engage the services of qualified professionals, including an architect, professional engineer, or registered municipal advisor, not otherwise employed by PCCA, or the Center to provide independent analyses regarding the specifics, advantages, disadvantages, and long-term and short-term costs of a Qualifying Project unless the Port Commission determines that the analysis is to be performed by similarly qualified employees of the PCCA.

E. As required by Section 2267.052(c-1) of the Act, for the evaluation of any P3 Proposal with an estimated cost of \$5 million or more for the construction or renovation of a facility, PCCA shall retain an architect, a professional engineer, and a registered municipal advisor, none of whom shall be employees of PCCA, to advise members of the Oversight Committee.

F. The Oversight Committee is not subject to the Texas Open Meetings Act (Chapter 551, Texas Government Code). See TEX. GOV'T CODE § 551.001(3).

ARTICLE 7

RFP FOR P3 PROPOSALS

A. A P3 Solicitation shall be by RFP. These Guidelines do not govern all RFPs issued by PCCA. These Guidelines pertain only to a Request for Proposals for a Public-Private Partnership.

B. A P3 Solicitation may be preceded by a Request for Qualifications ("RFQ") if the P3 Representative reasonably concludes doing so is likely to serve PCCA's interests. In such event, the P3 Oversight Committee shall determine from responses to the RFQ whether PCCA will proceed with the P3 Solicitation and, if so, shall identify one or more Proposers eligible to respond to the P3 Solicitation.

C. Before issuing a P3 Solicitation, PCCA shall analyze the adequacy of the information to be supplied by the P3 Solicitation, as required by Section 2267.052(b)(9) of the Act. If the analysis indicates additional information is likely to encourage competition among private entities, PCCA shall revise the P3 Solicitation to include such information, subject to Section 2267.053(g) of the Act. The P3 Representative shall prepare a brief summary of the analysis required by this Article 7, which summary shall be a P3 Procurement Record.

D. P3 Solicitations shall follow PCCA's procurement policies and procedures stated in PCCA's Procurement Manual, except as may be modified by mandatory provisions of the Act. Additional procedures and requirements applicable to a particular Solicited P3 Proposal will be specified in the P3 Solicitation, which may or may not address every provision of these Guidelines. While it is PCCA's duty to state the requirements for responding to a P3 Solicitation, it is the Proposer's obligation to determine from the P3 Solicitation the extent to which these Guidelines apply and to request clarification from the P3 Representative as may be necessary or prudent.

E. At a minimum, each P3 Solicitation shall:

1. State that PCCA will "make a best value determination in evaluating the proposals received and consider the total project cost as one factor in evaluating the proposals," as required by Section 2267.053(b-1) of the Act.
2. State that PCCA is not required to select the proposal that offers the lowest total project cost and that PCCA may also consider the following factors, as applicable to the Project:
 - a. the proposed cost of the Qualifying Project;
 - b. the general reputation, industry experience, and financial capacity of the person submitting a proposal;
 - c. the proposed design and overall quality of the Qualifying Project;
 - d. the eligibility of the project for accelerated selection, review, and documentation timelines under these Guidelines;
 - e. comments from local citizens and affected jurisdictions;
 - f. benefits to the public;

- g. the person's good faith effort to comply with the goals of a historically underutilized business plan;
- h. the person's plans to employ local contractors and residents;
- i. for a Qualifying Project that involves a continuing role beyond design and construction, the person's proposed rate of return and opportunities for revenue sharing;
- j. the relationship and conformity of the Qualifying Project to a state or local community plan impacted by the Qualifying Project or to the uses of property surrounding the Qualifying Project;
- k. the historic significance of the property on which the Qualifying Project is proposed to be located;
- l. the environmental impact of the Qualifying Project; and
- m. other criteria that PCCA considers appropriate.

ARTICLE 8

PUBLIC HEARING ON AN ACCEPTED P3 PROPOSAL

A. After reviewing the Oversight Committee's report and recommendation on the proposals received in response to a P3 Solicitation, the Port Commission shall accept the P3 Proposal that the Commission determines provides the best value for PCCA, based on the evaluation factors specified in the RFP for the Proposals, or the Commission may reject all Proposals.

B. As required by Section 2267.066(a) of the Act, not later than ten days after the Authority's acceptance of a P3 Proposal in accordance with Section 2267.053(b) of the Act, PCCA shall post a copy of the accepted P3 Proposal on PCCA's Website. PCCA shall make available for public inspection at least one copy of the Proposal.

C. Notwithstanding any provision to the contrary in these Guidelines, no employee, consultant, or agent of PCCA may publish, make available for inspection, or otherwise reveal to any person not employed by or in privity with PCCA, any trade secret, proprietary information, financial records, or work product of a Proposer except (a) as required by the Texas Public Information Act; (b) as required by court order; or (c) with the written agreement of authorized representatives of the Proposer and any other entity with a legally enforceable proprietary or legal interest in all or part of the information.

D. As required by Section 2267.066(d) of the Act, PCCA shall hold a public hearing on the accepted P3 Proposal during the Proposal review process not later than the 30th day before the day PCCA enters into an Interim or Comprehensive Agreement with the Proposer. The public hearing shall be held in the area in which the proposed Qualifying Project is to be performed.

ARTICLE 9

COMPREHENSIVE AGREEMENTS

A. A Proposer may not develop or operate a Qualifying Project without a Comprehensive Agreement with PCCA. PCCA may not enter into a Comprehensive Agreement without prior approval by the Port Commission.

B. The P3 Representative shall designate one or more professionals employed or retained by PCCA to negotiate the terms of a Comprehensive Agreement. Negotiation of a Comprehensive Agreement should be completed not later than 90 days after the Port Commission's acceptance of a P3 Proposal pursuant to these Guidelines. As authorized by Section 2267.052(b)(4) of the Act, this timeline may be adjusted for P3 Proposals considered a priority by PCCA.

C. The Comprehensive Agreement shall provide for:

1. delivery of letters of credit or other security in connection with the development or operation of the Qualifying Project, in the forms and amounts satisfactory to PCCA, and delivery of performance and payment bonds in compliance with Chapter 2253 of the Government Code for all construction activities;
2. review of plans and specifications for the Qualifying Project by PCCA and approval by PCCA indicating that the plans and specifications conform to standards acceptable to PCCA, except that the Contracting Person may not be required to provide final design documents for a Qualifying Project before the execution of a Comprehensive Agreement;
3. inspection of the Qualifying Project by PCCA to ensure that the Contracting Person's activities are acceptable to PCCA in accordance with the Comprehensive Agreement;
4. maintenance of a public liability insurance policy, copies of which must be filed with PCCA accompanied by proofs of coverage, or self-insurance, each in the form and amount satisfactory to PCCA and reasonably sufficient to ensure coverage of tort liability to the public and project employees and to enable the continued operation of the Qualifying Project;
5. monitoring of the practices of the Contracting Person by PCCA to ensure that the Qualifying Project is properly maintained;
6. reimbursement to be paid to PCCA for services provided by PCCA;
7. filing of appropriate financial statements on a periodic basis; and
8. policies and procedures governing the rights and responsibilities of PCCA and the Contracting Person if the Comprehensive Agreement is terminated or there is a material default by the Contracting Person, including conditions governing:
 - a. assumption of the duties and responsibilities of the Contracting Person by PCCA; and
 - b. the transfer or purchase of property or other interests of the Contracting Person to PCCA.

D. The Comprehensive Agreement shall provide for any user fee, lease payment, or service payment established by agreement of the parties. In negotiating a user fee under this Article 9(D), the parties shall establish a payment or fee that is the same for persons using a facility of the Qualifying Project under like conditions and that will not materially discourage use of the Qualifying Project. A user fee or lease payment established in the Comprehensive Agreement as a source of revenue may be in addition to, or in lieu of, a service payment.

E. The Comprehensive Agreement may include a provision that authorizes PCCA to make grants or loans to the Contracting Person from money received from the federal, state, or local government or any agency or instrumentality of the government.

F. The Comprehensive Agreement must incorporate the duties of the Contracting Person under Chapter 2276 of the Government Code and may contain terms PCCA determines serve the public purpose of Chapter 2276. The Comprehensive Agreement may contain:

1. provisions that require PCCA to provide notice of default and cure rights for the benefit of the Contracting Person and the persons specified in the agreement as providing financing for the Qualifying Project;
2. other lawful terms to which the Contracting Person and PCCA mutually agree, including provisions regarding unavoidable delays or providing for a loan of public money to the Contracting Person to develop or operate one or more Qualifying Projects; and
3. provisions in which the authority and duties of the Contracting Person under Chapter 2276 of the Government Code cease and the Qualifying Project is dedicated for public use to PCCA.

G. Any change in the terms of the Comprehensive Agreement that the parties agree to must be added to the Comprehensive Agreement by written amendment.

H. The Comprehensive Agreement may provide for the development or operation of phases or segments of the Qualifying Project.

I. The Comprehensive Agreement must provide that a security document or other instrument purporting to mortgage, pledge, encumber, or create a lien, charge, or security interest on or against the Contracting Party's interest may not extend to or affect the fee simple interest of PCCA in the Qualifying Project or PCCA's rights or interests under the Comprehensive Agreement. Any holder of debt shall acknowledge that the mortgage, pledge, or encumbrance or a lien, charge, or security interest on or against the Contracting Party's interest is subordinate to the fee simple interest of PCCA in the Qualifying Project.

J. PCCA shall accept no liability arising from or otherwise related to a Qualifying Project prior to PCCA's entering into a legally enforceable Comprehensive Agreement stating all rights and obligations of the parties.

ARTICLE 10 INTERIM AGREEMENTS

A. Before or in connection with the negotiation of the Comprehensive Agreement, PCCA may enter into an Interim Agreement with the Contracting Person proposing the development or operation of the Qualifying Project. The Interim Agreement may:

1. authorize the Contracting Person to begin project phases or activities for which the Contracting Person may be compensated relating to the proposed Qualifying Project, including project planning and development, design, engineering, environmental analysis and mitigation, surveying, and financial and revenue analysis, including ascertaining the availability of financing for the proposed facility or facilities of the Qualifying Project;
2. establish the process and timing of the negotiation of the Comprehensive Agreement; and

3. contain any other provision related to any aspect of the development or operation of a Qualifying Project that the parties consider appropriate.
- B. The P3 Representative shall designate one or more professionals employed or retained by PCCA to negotiate the terms of an Interim Agreement.
 - C. Negotiation of an Interim Agreement, if any, should be completed not later than 60 days after the Port Commission's acceptance of a P3 Proposal pursuant to these Guidelines. As authorized by Section 2267.052(b)(4) of the Act, this timeline may be adjusted for P3 Proposals considered a priority by PCCA.
 - D. PCCA may not enter into an Interim Agreement without prior approval of the Port Commission.

ARTICLE 11

PUBLIC HEARING ON A COMPREHENSIVE AGREEMENT

- A. On completion of the negotiation phase for the development of an Interim or Comprehensive Agreement and before an Interim Agreement or Comprehensive Agreement is entered into, PCCA shall post a copy of proposed agreement on PCCA's Website.
- B. As required by Section 2267.066(e-1) of the Act, after making the proposed Comprehensive Agreement available as required by Article 11(A), above, PCCA shall hold a public hearing on the final version of the proposed Comprehensive Agreement and vote on the proposed Comprehensive Agreement after the hearing. The hearing must be held not later than the 10th day before the date PCCA enters into a Comprehensive Agreement with a Contracting Person.
- C. If PCCA enters into an Interim Agreement or Comprehensive Agreement with a Contracting Person, PCCA shall make procurement records available for public inspection on request. For purposes of this Article 11(C), procurement records do not include the trade secrets of the Contracting Person or financial records, including balance sheets or financial statements of the Contracting Person, that are not generally available to the public through regulatory disclosure or other means.
- D. Cost estimates relating to a proposed procurement transaction prepared by or for PCCA are not open to public inspection.
- E. Any inspection of procurement transaction records under this Article 11 is subject to reasonable restrictions to ensure the security and integrity of the records.

ARTICLE 12

CONTENTS OF P3 PROPOSALS

- A. The required contents of a P3 Proposal will be described in PCCA's P3 Solicitation for a Qualifying Project. This Article 12 provides a general description of the type of information likely to be requested in connection with any P3 Solicitation made by PCCA.
- B. Proposers shall submit trade secrets, financial records, and proprietary or other confidential information exempt from disclosure under the Act or under Section 552.101, Texas Government Code, in hard copy only, enclosed in a separate, sealed envelope, marked "CONFIDENTIAL MATERIALS." Failure to so mark confidential or proprietary information may lead to disclosure of the information as a publicly available record. The duty lies with the Proposer to identify and mark confidential information delivered to PCCA.

C. A P3 Proposal should convey the key components of the proposal, the experience and capacity of the Proposer's development team, and the financial and implementation strategies offered to ensure successful completion of the Project.

1. Cover Letter and Executive Summary. A cover letter signed by an authorized representative of the Proposer and summarizing key components of the Proposer's P3 Proposal, including general descriptions of the facility or facilities to be constructed by the Proposer, the Proposer's qualifications and experience with similar projects, the business arrangement for PCCA's use of the facilities, and the community benefits, if any, likely to result from the Project.
2. Information Required by Statute. As applicable to the Project, information sufficient for PCCA to evaluate the P3 Proposal according to the factors addressed by Section 2267.052(b)(5)–(8)(A) of the Act.
3. Additional Information Regarding Qualifications. Information evidencing the Proposer's thorough understanding of the complexities of the Project as well as management and operational expertise sufficient to complete the Project in a timely and professional manner.
4. Additional Information Regarding Development Plan. To the extent not already supplied, provide the following:
 - a. A plan for the development, financing, and operation of the Project, specifically including an anticipated schedule of funds required, in what amounts, at what times, and from what sources.
 - b. A summary of all anticipated third-party business arrangements (as examples only, agreements for ground leases, build-to-suit, long-term maintenance, employee leasing, or parking management).
 - c. Preliminary schedules for:
 - i. Obtaining required permits or approvals from any federal, state, or local agencies; and
 - ii. Requesting and obtaining any financial or other commitments from public or not-for-profit sources.
 - d. For a P3 Proposal involving an improvement to real property:
 - i. A conceptual design including, at a minimum, the following:
 - (a) Conceptual renderings (drawings, computer aided models, aerial sketches, photomontages, or other) from which PCCA may deduce the nature and general character of the improvement and its relationship to the subject property and surrounding improvements;
 - (b) A conceptual site plan encompassing the subject property and portions of contiguous properties from which PCCA may deduce pedestrian entrances and proposed outdoor areas, and a circulation

- plan (for walking, cycling, public transportation, and motor vehicles) illustrating how the improvement will relate to public rights-of-way both to and within the site;
 - (c) A preliminary facility program describing the improvement's mix of uses, estimating square footage for each use and addressing likely parking needs; and
 - (d) Preliminary exterior building elevations illustrating entrances and related elements.
 - ii. A preliminary schedule for initiation, construction phasing, completion, and acceptance by PCCA.
 - iii. A proposed timeline for significant responsibilities to be performed by PCCA.
 - e. A representation (to which PCCA is likely to give significant weight) regarding the full availability of all human, financial, and material resources necessary for completion of the Project in a timely and professional manner.
 - f. A statement regarding any special terms, conditions, or contingencies the Proposer is offering to or requesting from PCCA.
5. Project Analyses. The project analyses should support the business case of the Project. As applicable and to the extent not already supplied, provide the following:
- a. Location and Site Analysis.
 - i. An explanation of how the design of the improvement and the attributes of the site will generate significant social, financial, and economic benefits.
 - ii. A general description of properties in the immediate vicinity of the Project, together with an explanation of the impact (both economic and non-economic) the Project is likely to have on the said properties both during and after construction.
 - iii. A list of any public utilities likely to be affected by the Project and a summary of plans to accommodate same.
 - b. Market and Competitive Analysis. A preliminary analysis supporting the revenue assumptions and economic viability of the Project. (If the Port Commission accepts the P3 Proposal, PCCA may require a more detailed analysis.)
 - c. Life-Cycle Cost Analysis. A preliminary analysis enabling PCCA to estimate the total long-term cost of the Project and the lowest cost of ownership consistent with PCCA's goals for functionality, durability, design, and overall quality of the asset. (If the Port Commission accepts the P3 Proposal, PCCA may require a more detailed analysis.)

- d. **Project Schedule.** A conceptual timeline identifying all stages of project development from design to completion and acceptance by PCCA.
 - e. **Legal Analysis.** A list of all permits and approvals from federal, state, and local agencies required for the development and completion of the Project, together with a description of any reasonably anticipated support for or opposition to the Project (including potential legal responses) from public or private persons or entities.
6. **Additional Information Regarding Financial Matters.** To the extent not already supplied, provide the following:
- a. **Financial Analysis.**
 - i. The Proposer's financing plan for the Project, including identification of sources of capital, financing mechanisms, and amounts of debt and equity to capitalize the Project.
 - ii. A description of the sources and anticipated amounts of working capital to pay operating costs from start-up through completion and acceptance by PCCA.
 - iii. Letters, not more than ninety days old, from authorized representatives of regulated financial institutions evidencing the existence of liquid assets or suitable unencumbered lines of credit sufficient to finance all reasonably anticipated pre-development activities.
 - iv. Documentary evidence of the Proposer's liquid assets or acceptable forms of equity of a nature and in amounts sufficient to meet requirements likely to be imposed by a regulated construction lender.
 - b. **Project Budget.** A development budget using standard estimating techniques detailing any anticipated land acquisitions, pre-development costs, and hard and soft costs from initial design through completion and PCCA's acceptance of the Project. The budget should include cost estimates for relocation of any utility facilities to be displaced as a result of the Project.
 - c. **Pro Forma Financial Statements.**
 - i. A discounted cash flow analysis for the entire term of the Project, including estimates of costs, operating expenses, capital reserves (including, as applicable, replacement and re-tenanting reserves), net operating income, benchmarks, calculations of net present value, and internal rate of return.
 - ii. A projected balance sheet, statement of losses and earnings, and income statement for the first year of the Project following PCCA's acceptance.
7. **Additional Information Regarding Community Impact.** To the extent not already supplied, provide the following:
- a. A description of the Project's anticipated financial benefit to PCCA.

- b. Estimates of the number and value of subcontracts generated by the Project for area subcontractors.
- c. Estimates of the number of jobs for area residents to be generated by the Project and of the compensation (including the value of benefits) for such jobs.
- d. A description of the Project's anticipated non-financial benefits to PCCA.
- e. Any additional information the Proposer considers important with regard to the Project's impact on the area surrounding the Project and PCCA as a whole.

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

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

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

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

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

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

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

WHEREAS, Robert David Fields was named Cooperator of the Year in 2012, in addition to being honored as Warehouseman of the Year by the Texas Cotton Association (TCA) ; and

WHEREAS, Robert David Fields served as a member of the South Texas Cotton & Grain Producers Association (STCGA) and the Cotton Growers Warehouse Association; and

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

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

DATE: May 9, 2017

TO: Port Commission

FROM: Jimmy Welder, General Counsel
Direct: (361) 561-8002; jwelder@welderleshin.com

Consent to the Annexation of 569 Acres of Land in San Patricio County by the Ingleside Improvement District, if the District is established

SUMMARY: Dagger Island Partners has introduced a bill this legislative session that would create the Ingleside Improvement District ("District"). If the legislation passes, the District would have the powers of a navigation district, a municipal management district and a Type B development corporation for the construction and financing of projects within the boundaries of the District. The initial territory of the District would be Dagger Island Partners' 625-acre tract of land shown on the map included with this memo. Dagger Island Partners is requesting PCCA's consent to the District's annexation of Dagger Island Partners' 569-acre tract of land shown on the same map, if the District is established.

BACKGROUND: Dagger Island Partners has been trying to develop its property in and adjacent to the City of Ingleside for a number of years without success. If established, the Ingleside Improvement District would have the legal authority to construct, finance and operate infrastructure and other improvements within the District. The District may levy owner-approved special assessments on commercial property within the District and voter-approved ad valorem taxes on property within the District to pay for its services and improvements. The District would also have the authority to issue bonds payable from ad valorem taxes to finance the cost of its improvement projects.

If established, the original territory of the District would be Dagger Island Partners' 625-acre property inside the Ingleside city limits. Land outside the District may be annexed by the District if the landowners request annexation, but the proposed legislation provides that no land in Nueces County or San Patricio County may be annexed by the District without the prior written consent of the Port of Corpus Christi Authority. Therefore, Dagger Island Partners is requesting PCCA's consent now to the annexation of its 569-acre tract of land, if the District is established.

The initial directors of the District will be Joseph Wetegrove, Richard Dupriest, Jane Helm, Steve Ray, and Raymond Wetegrove. Richard Morrison, attorney for the District, will be present at the Commission meeting to describe the District's purposes and powers and to answer your questions about the District.

STAFF RECOMMENDATION: Port staff does not oppose the creation of the District, as long as the District does not have the right to annex property without PCCA's consent. If the Commission does not oppose the formation of the District, Staff recommends Commission approval of the attached Resolution consenting to the annexation of Dagger Island Partners' 569-acre tract of land.

Reviewed & Approved

John LaRue

Legal

Jimmy Welder

LIST OF SUPPORTING DOCUMENTS:

Map of the Dagger Island Partners' properties

Resolution consenting to the District's annexation of the Dagger Island Partners' 569-acre tract of land, if the District is formed

**RESOLUTION CONSENTING TO THE ANNEXATION OF 569 ACRES OF LAND
IN SAN PATRICIO COUNTY BY THE INGLESIDE IMPROVEMENT DISTRICT,
IF THE DISTRICT IS ESTABLISHED**

WHEREAS, Representative J. M. Lozano filed H. B. No. 4275 for the 2017 Regular Session of the 85th Texas Legislature (“HB 4275”); and

WHEREAS, C.S.H.B. No. 4275, in substantially the form presented to this meeting (“CSHB 4275”), has been or will be substituted for HB 4275; and

WHEREAS, CSHB 4275 is a bill relating to the creation of the Ingleside Improvement District (“District”); providing authority to issue bonds; and providing authority to impose assessments, fees, and taxes; and

WHEREAS, the initial territory of the District would be a 625-acre tract of land inside the city limits of the City of Ingleside, Texas (“625-Acre Tract”); and

WHEREAS, a map showing the location of the 625-Acre Tract has been presented to this meeting (“Map”); and

WHEREAS, the 625-Acre Tract is owned by Dagger Island Partners; and

WHEREAS, land outside the District may be annexed by the District if the landowners request annexation, but CSHB 4275 provides that no land in Nueces County or San Patricio County may be annexed by the District without the prior written consent of the Port of Corpus Christi Authority (“PCCA”); and

WHEREAS, Dagger Island Partners has requested PCCA’s consent to the annexation of a 569-acre tract of land owned by Dagger Island Partners (“569-Acre Tract”), if the District is established; and

WHEREAS, the location of the 569-Acre Tract is shown on the Map;

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

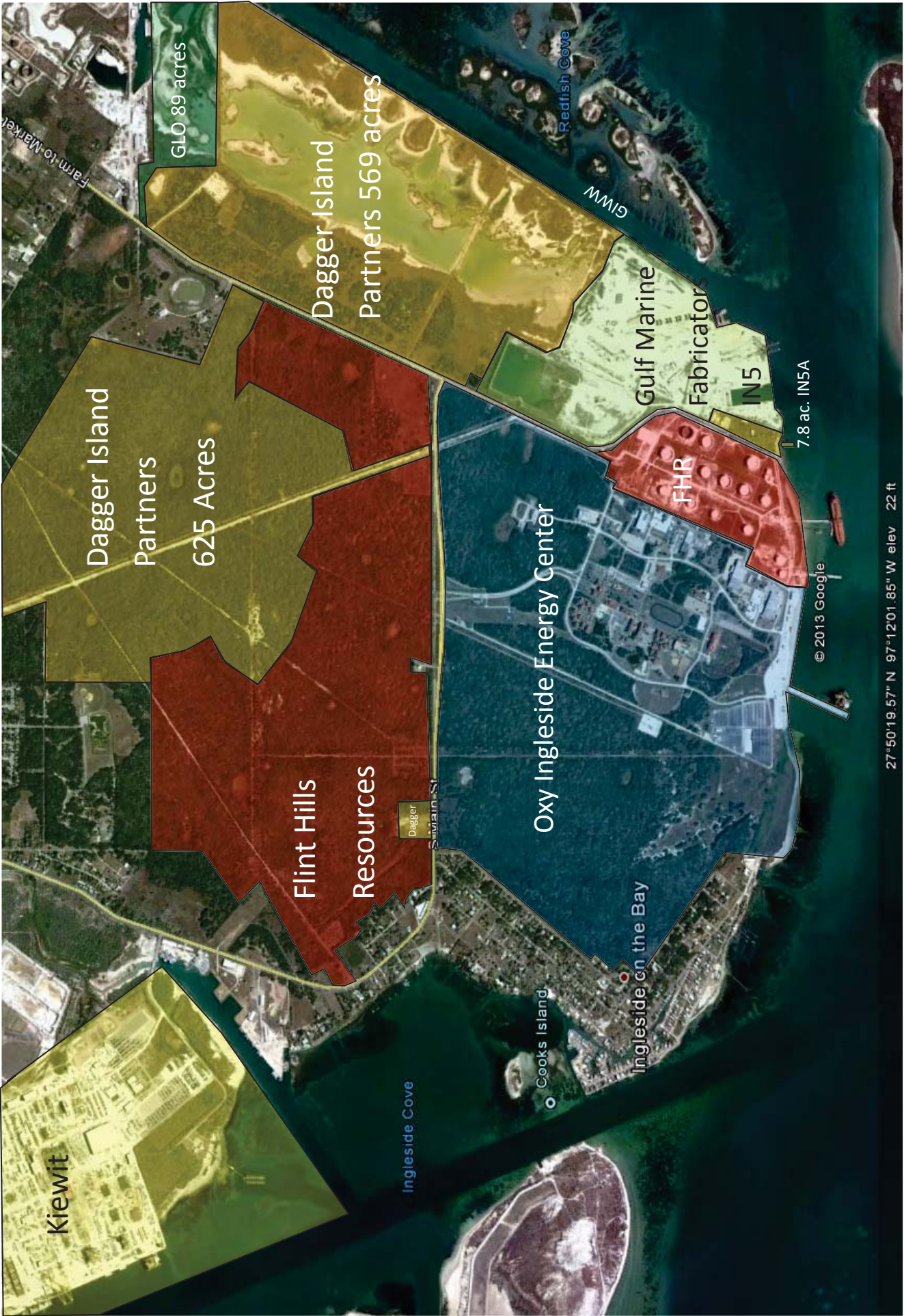
Section 1. PCCA hereby consents to the District’s annexation of the 569-Acre Tract, if the District is established in accordance with the terms of CSHB 4275 in substantially the form presented to the meeting.

Section 2. A copy of the Map shall be attached to minutes of this meeting as Exhibit A.

Section 3. The Executive Director is hereby authorized and directed to deliver a certified copy of this Resolution, with the Map attached, to Dagger Island Partners.

Section 4. This resolution is adopted by the Commission this 9th day of May, 2017.

Ingleside Point Properties





Hillcrest / Washington – Coles Voluntary Real Estate Acquisition & Relocation Program

May Commissioners Report

Since February

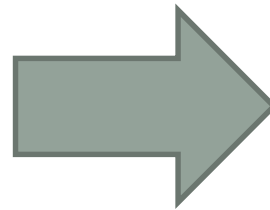
Acquisition Progress	Then	Now *
Title Commitments Requested	233	264
Interest in Selling	206	235
Confirmed Program Eligibility	157	180
Appraisals Requested	138	173
Appraisals Approved by TXDOT	105	128
Total Acquisition Packages Approved	70	106

Relocation Progress	Then	Now*	Offer Progress	Then	Now*
Onsite Owner Acquisition Packages Approved	35	53	Offer Presented	2	63
Relocations Packages Approved	20	40	Offers Accepted	2	40

* As of 05/01/2017 9:00 am

Offer to Closing Process

Offer in February



Close in April



WHAT TOOK SO LONG?

Offer to Close Process

continued 2...

Offers is made to property owner



```
graph TD; A[Offers is made to property owner] --> B[A reminder notice is sent to all property owners who received an offer]; B --> C[Once offer is accepted title curative begins. (DRA works with the property owner to cure all title issues)]; C --> D[For landlord properties , tenants are contacted to initiate relocation plans once landlord accepts offer.];
```

A reminder notice is sent to all property owners who received an offer

Once offer is accepted title curative begins.
(DRA works with the property owner to cure all title issues)

For landlord properties , tenants are contacted to initiate relocation plans once landlord accepts offer.

Offer to Close Process

continued 3...

Once title is completely cleared a payment package is sent to TXDOT for approval and then the PORT for funding

A closing date is set.

- For onsite owners the closing date is set to match the closing date of the replacement home
- When possible the same title company is used for both closings

PORT representative, DRA staff, and property owner close on the property

Owner/Tenant moves out prior to closing

PORT takes possession of the PROPERTY

2 Homeowners Relocated in April



MORE TO COME!!

Community Education and Engagement



Past Community Events

- Community Clean Up
- Property Tax Workshop
- Landlord Information Workshop
- City Housing Programs Workshop
- Credit Counseling
- Lender Requirements
- Onsite Homeowner Information
- Tenant Information



Q and A

Site Office

**2301 N. Port Avenue
Corpus Christi, TX 78401**

361-232-5083

Thank you!

May 9, 2017
Economic Update

Iain Vasey

Corpus Christi MSA Employment by Sector



	Annual Change	Mar-17	Feb-17	Mar-16	Mar-15	Mar-14	Mar-13
Total Nonagricultural	2600	193,300	191,500	190,700	191,800	190,400	187,900
Mining, Logging, & Construction	700	23,200	23,000	22,500	24,700	25,300	24,000
Manufacturing	-300	8,700	8,700	9,000	9,400	9,800	9,800
Trade, Transportation, and Utilities	100	34,400	34,000	34,300	34,800	34,700	33,200
Information	0	1,800	1,800	1,800	1,900	2,100	2,100
Financial Activities	-100	7,600	7,500	7,700	8,300	8,000	7,700
Professional and Business Services	100	17,100	16,800	17,000	16,900	15,700	16,300
Education and Health Services	900	31,600	31,600	30,700	29,500	29,200	30,000
Leisure and Hospitality	500	26,100	25,600	25,600	24,700	23,800	23,400
Other Services	100	7,200	7,100	7,100	7,100	7,100	6,800
Government	600	35,600	35,400	35,000	34,500	34,700	34,600

YTD EDC Goals and Results



Project Wins:

- ExxonMobil/SABIC: Plastics Facility, 636 jobs, \$90,000 average wage, \$9.5 B investment
Corpus Christi ETJ
- Envirotech Carriers: medical waste facility, 20 new jobs, \$50,000 average wage, \$500k investment

Activities:

- Prospect Visits this Quarter: 5
- Upcoming site visits: 3
- Upcoming recruitment missions: 2
- Type A projects in process: 1

Project Pipeline:

- ✓ YTD: 2 “Wins”, 656 Jobs
 - ✓ 2 Class A Projects (high probability) – 60 jobs
 - ✓ 7 Class B Projects (in competitive negotiations) – 1,480 jobs
 - ✓ 19 Class C Projects (early in process/low probability) – 3,490 jobs
 - ✓ 28 Total projects representing a potential of \$ 24.5B CapEx
-

Key Economic Indicators



Oil Prices (WTI):

March 2016 \$36.91/bbl.

March 2017 \$47.29/bbl.

(WTC www.oil.com)

U.S. Rig Count:

(www.bakerhughes.com/rigcount)

Dec 2014 1,913

Dec 2015 884

Dec 2016 481

March 2017 847

Unemployment:

March 2016 5.8%

March 2017 6.6%

Natural Gas Prices:

\$1.73 mm btu

\$2.88 mm btu

(Henry Hub www.eia.gov)

Eagle Ford Shale Rig Count:

(www.EagleFordShale.com)

Dec 2014 260

Dec 2015 110

Dec 2016 44

March 2017 75

Employment:

March 2016 190,700

March 2017 193,300

Legislative Actions



- **Senate Bill 2:** Limits cities, counties and taxing districts from adjusting tax rates more than 4%. CCREDC resolution of opposition.
- **Senate Bill 650/ SB1765:** Further restricts cities in operation of Tax Increment Reinvestment Zones, puts more control in State Comptroller's hands, limits sunset to 10 years (so bonding for infrastructure is unfeasible). CCREDC testified in opposition. Bill put into pending status.
- **House Bill 445/Senate Bill 277:** Restricts wind farms within 30 miles of Military Airfield from receiving 312 and 313 property tax incentives (for job creation). Does not impact land uses, only regulates economic incentives. CCREDC resolution in support of bill.
- **TAMU-CC Special Funding Request:** Funds requested for Unmanned Aerial Systems Program and Matching Grant for Civil & Industrial Engineering Programs (matches City Type A Grant). CCREDC resolution of support. Parked in Budget Article 11.
- **House Bill 793:** Would require not-for-profits with any support from government agencies to operate as government entities. CCREDC resolution in opposition & testimony.

Synchronist 2016 Overview



Major Issues Identified

- 72% Workforce
 - Retention and Availability
 - Essential Skills
 - Skilled Labor
 - 48% Infrastructure
 - Street Maintenance
 - Water Availability
 - Water Quality
 - Long-term planning in growth areas
 - 28% Quality of Training
 - 78% believed the business climate was stable
 - 43% saw weak sales
 - 27% continue to hire
-

Synchronist Q1 2017



37 BRE Visits (as of April 30, 2017)

Issues Identified

- Workforce – 85%
 - Qualified Workforce
 - Labor Availability – concerns over a large number of industry employees eligible for retirement
 - Regional growth is positive but will burden the available labor market
 - Companies expect to continue hiring in 2017
 - Infrastructure – 81%
 - Reliable water source
 - Long term planning in growth areas
 - Quality of Training – 31%
-

DATE: May 9, 2017

TO: Port Commission

FROM: Jimmy Welder, General Counsel
Direct: (361) 561-8002; jwelder@welderleshin.com

Approve an Amendment to the Operating Rules of the Port Commission to Establish the Long Range Planning Committee as a Standing Committee

SUMMARY: During the discussion of the Operating Rules of the Port Commission at last month's Commission meeting, there seemed to be a consensus that the Long Range Planning Committee should be a standing committee. The Commission may establish a standing committee from time to time by an amendment to the Operating Rules. A proposed amendment to the Operating Rules establishing the Long Range Planning Committee as a standing committee of the Commission is included with this memo.

BACKGROUND: At the Commission meeting held on February 16, 2016, Chairman Zahn announced that he was establishing the Long Range Planning Committee as a special committee of the Commission as permitted under Section 4 of the Commission's Operating Rules. The Long Range Planning Committee held its first meeting on May 31, 2016, and at the meeting the committee agreed that the purpose of the committee was to assist the Port Commission in fulfilling its responsibilities with respect to oversight of the Port Authority's Strategic Plan 2014-2020 ("Strategic Plan"), including the Property Planning Guide described in the Strategic Plan, and evaluation of strategic transactions and significant capital projects for consistency with the Strategic Plan. In furtherance of this purpose, the Committee agreed that it should:

1. Prioritize and review proposed long-term leases and easements, land acquisitions, significant capital projects, and other strategic transactions recommended by management for consistency with the Strategic Plan.
2. Advise the Port Commission regarding approval of proposed long-term leases and easements, land acquisitions, significant capital projects, and other strategic transactions.
3. Monitor management's progress in accomplishing the elements and objectives of the Strategic Plan. Serve as a sounding board to management on Strategic Plan issues.
4. Review with management proposed annual updates to the Strategic Plan.
5. Advise the Port Commission regarding approval of proposed annual updates to the Strategic Plan.
6. Report Committee actions or issues discussed at its meetings to the Port Commission.

7. Annually review and assess the adequacy of Committee's own performance in relationship to its purpose and responsibilities.

STAFF RECOMMENDATION: If the Commission wishes to establish the Long Range Planning Committee as a standing committee of the Commission, Staff recommends Commission approval of the attached Amendment No. 1 to the Operating Rules of the Port Commission.

Reviewed & Approved	John LaRue Sean Strawbridge Jarl Pedersen
Legal	Jimmy Welder

LIST OF SUPPORTING DOCUMENTS:

Amendment No. 1 to the Operating Rules of the Port Commission
Redlined version of Section 4 of the Operating Rules showing the changes

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

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

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

The functions of the Security Committee are to periodically review and make recommendations regarding the security of PCCA and the Port of Corpus Christi and to consult with PCCA’s Chief of Police on a regular basis concerning these matters. The Security Committee shall consist of three Port Commissioners.

The functions of the Long Range Planning Committee are to assist the Port Commission in fulfilling its responsibilities with respect to oversight of PCCA’s Strategic Plan 2014-2020 (“Strategic Plan”), including the Property Planning Guide described in the Strategic Plan, and evaluation of strategic transactions and significant capital projects for consistency with the Strategic Plan. The Long Range Planning Committee shall consist of three Port Commissioners.

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

The Chair will also appoint PCCA’s representatives on the governing boards or committees of any outside organizations to which PCCA has the right to appoint representatives. The Port Commission

will elect the directors of PCCA's Industrial Development Corporation in accordance with the bylaws of the corporation.

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

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

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

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

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

The functions of the Security Committee are to periodically review and make recommendations regarding the security of PCCA and the Port of Corpus Christi and to consult with PCCA’s Chief of Police on a regular basis concerning these matters. The Security Committee shall consist of three Port Commissioners.

The functions of the Long Range Planning Committee are to assist the Port Commission in fulfilling its responsibilities with respect to oversight of PCCA’s Strategic Plan 2014-2020 (“Strategic Plan”), including the Property Planning Guide described in the Strategic Plan, and evaluation of strategic

transactions and significant capital projects for consistency with the Strategic Plan. The Long Range Planning Committee shall consist of three Port Commissioners.

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

The Chair will also appoint PCCA's representatives on the governing boards or committees of any outside organizations to which PCCA has the right to appoint representatives. The Port Commission will elect the directors of PCCA's Industrial Development Corporation in accordance with the bylaws of the corporation.

DATE: May 9, 2017

TO: Port Commission

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

Approve Second Amendment to Service Order No. 7 in the amount of \$385,201 with Freese and Nichols, Inc., under Professional Services Master Agreement No. 13-02, for Engineering Services Associated with the La Quinta Terminal Upland Buffer Area project

SUMMARY: Staff requests approval of a Second Amendment to Service Order No. 7 with Freese and Nichols, Inc., under Professional Services Master Agreement No. 13-02 in the amount of \$385,201, to perform preliminary and final engineering design of the approximately 100-acre La Quinta Terminal Upland Buffer Area project and for additional work associated with scope changes to acoustic and noise control evaluation studies performed during the planning and concept selection phase of the project.

BACKGROUND: The La Quinta Terminal Upland Buffer Area is proposed to be located along the western portion of the PCCA's La Quinta property in the general location of the PCCA's Dredge Material Placement Area (DMPA) 14 (see map exhibit). Once constructed, the buffer area will be planted with vegetation adapted to the region and provide sight and sound separation between industrial development and adjacent residential communities.

In January 2017, the Commission approved an amendment to Service Order No. 7 with Freese and Nichols, Inc. for engineering services associated with the study, planning, and conceptual design of the La Quinta Terminal Buffer Area to address concerns from the adjacent residential community regarding industrial noise emanating from operations within the La Quinta Terminal property. The amendment included preparation of acoustical models, acoustical studies, review of the efficacy of abatement measures being implemented directly at the sources of industrial sounds, modeling of existing and future possible noise sources, and to evaluate and incorporate noise attenuation into the La Quinta Terminal Upland Buffer Area project design. During the performance of the sound modeling and studies, the scope of services was expanded to consider more alternatives than originally anticipated or included in the amendment scope of work and cost. Costs associated with the increased scope resulted in \$53,924 in additional fees.

To advance the project toward construction, staff has negotiated the attached Second Amendment to Service Order No. 7 in an amount not to exceed \$385,201 to cover the scope changes to the first amendment (\$53,924) and to perform preliminary and final engineering design and construction contract document preparation services (\$331,277) for the project.

Services for the final engineering include but are not limited to performing additional geotechnical evaluations, surveying, coordination meetings with PCCA and other governmental agencies such as the City of Portland, San Patricio Municipal Water District and the San Patricio Drainage District, utility and irrigation plans, grading and storm drainage plan, slope stability analysis, vegetation and erosion control, and provisions for potential public access amenities. In general, the buffer area will consist of lands, vegetation, and a primary continuous berm located along the western border of the existing dredge material placement area just east of Green Lake.

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.

FINANCIAL IMPACT: The 2017 engineering workload budget included \$935,000 for this year as part of the projected \$4 million initiative.

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

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	David Krams Brett Flint Dan Koesema

Port Commission
May 9, 2017
Page 3

Legal
Senior Staff

Paul Carangelo
Dane Bruun
John LaRue
Sean Strawbridge
Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Map Exhibit
Second Amendment to Service Order No. 7

SECOND AMENDMENT TO SERVICE ORDER NO. 7
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER AGREEMENT NO. 13-02 – {Freese & Nichols, Inc.}
PROJECT NO. 14-047A
PROJECT NAME: La Quinta Gateway Terminal Upland Buffer Area Concept Design

THIS SECOND AMENDMENT TO SERVICE ORDER NO. 7 (the “**Second Amendment**”) is made and entered into effect as of the 9th day of May, 2017 (“**Amendment 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**”.

WHEREAS, Authority and ENGINEER entered into a Master Services Agreement on July 30, 2015 (the “**Agreement**”), under the terms of which ENGINEER agreed to perform the professional services as described in the Scope of Services associated with Service Order No. 7 (SO #7) which, except for the following fully remain in scope and in effect;

WHEREAS, on January 17, 2017, the Port Commission approved an amendment to SO#7 (“**First Amendment**”);

WHEREAS, it has become necessary to amend SO #7 to expand and add to the scope of services and adjust compensation;

NOW THEREFORE, in consideration of the services and of the mutual covenants and agreements of the parties hereto, the Authority and the ENGINEER do agree as follows:

Scope of Services:

The ENGINEER will provide preliminary and final design, prepare bid documents, prepare construction plans and specifications, provide estimates of probable construction costs, and perform bid phase services for the project defined herein.

Under this Second Amendment, the ENGINEER will perform professional services to develop design drawings and specifications for the development of the La Quinta Terminal Upland Buffer project using Design Alternative #1, identified in the Concept Study Report, as the general design basis for preliminary and final design. Final dimensions and configuration will be determined during design and approved by PCCA prior finalizing the design. In addition the final design will incorporate utility improvements, drainage improvements, landscaping, and irrigation improvements as necessary, The Engineer will also provide permitting services as applicable, and approved by PCCA.

In addition to design and bid phase services, the ENGINEER and its noise consultant SLR Consulting (SLR), will provide additional services within the Data Collection and Evaluation (Task 2) and Concept Study Phase (Task 3). These additional services include: prepare presentations and attend additional Port Commission meetings, additional meetings with PCCA staff, additional meetings with the project working group, additional noise modeling, additional permutations and concepts, evaluation of SPMWD waterlines, and noise model evaluation of a barrier on the west edge of the wharf area.

The ENGINEER pursuant to this amendment will de-scope SO #7 Quality Assurance Review (HDR) and re-program unexpended funds to this amendment scope of work, as provided herein.

The Specific Tasks in Service Order No. 7 are amended to add the following:

I. Project Management and Controls (Task 1)

ADD:

The ENGINEER will provide project management and quality control services for the preliminary and final design phase services and additional SLR scope activities related to the proposed buffer design and noise study tasks. ENGINEER will prepare for and attend additional meetings with SLR and PCCA to prepare the required documentation for the additional project tasks. Engineer will prepare and provide additional progress reports to PCCA covering the tasks described in the amended project scope.

II. Data Collection and Evaluation. (Task 2)

1. Existing Data

ADD:

The ENGINEER's noise consultant, SLR Consulting (SLR), will prepare for, and attend up to four additional teleconference working group meetings and two additional staff meetings with ENGINEER and PCCA staff to evaluate existing sound data and acoustical reports (as obtained by PCCA or others). SLR will use the computer model to predict the potential acoustical benefit to the residential area due to berms, barriers, plantings, or other features at the buffer site. ENGINEER and SLR will coordinate with PCCA to evaluate means and approaches that will maximize attenuation within feasible construction and budgetary constraints.

ADD:

SLR will model two barrier concepts with five heights per concept for identified noise source groups at four receptor locations to assess the effectiveness of various buffer configurations at receptor sites. These results will be included in the Noise Study and summarized in the Conceptual Report along with the other results. SLR will calibrate measurements on the Voestalpine site as well as calibrate the Voestalpine model. Measurements will be taken at one additional measurement location and the measurement period will be extended from 48 to 72 hours.

ADD:

SLR will update the noise model to evaluate a 28-foot tall barrier on western edge of the wharf area. SLR will summarize the results of this noise evaluation in a separate technical memorandum.

2. *Site Visit*

No Change to SO #7

3. *Data Gap Analysis*

No Change to SO #7

4. *Letter Report Summarizing Data Compilation and Field Activities.*

No Change to SO #7

III. *Concept Study & Study Report (Task 3)*

1. *Conceptual Alternative Development.*

No Change to SO #7

2. *Opinion of Probable Project Costs and Preliminary Project Schedules.*

No Change to SO #7

3. *Alternative Analysis*

No Change to SO #7

4. *Concept Charrette and Development – DELETED BY AMENDMENT #1*

5. *Revised Conceptual Alternatives and Preferred Alternative Selection*

ADD:

ENGINEER will meet with San Patricio Municipal Water District (SPMWD) personnel to discuss the potential for utilizing the existing SPMWD easement in the construction of one or more of the proposed alternative buffer designs. Considerations will include the need to armor or relocate the existing water lines to protect them from additional loads resulting from the construction of the buffer. ENGINEER will prepare diagrams and preliminary estimates of construction cost for the replacement and /or protection of the SPMWD waterlines.

ADD:

ENGINEER will prepare up to a total 10 additional iterations and permutations of berm cross-sections for selected concepts for the purposes of determining amounts of materials moved, construction costs, and amount of developable area yielded by each iteration.

ENGINEER will utilize landscape architects to develop exhibits suitable for public display depicting the final design for the buffer area.

ENGINEER will meet with San Patricio County Drainage District (SPCDD) personnel or a designated representative to discuss the project and identify any drainage issues with regard to the Buffer area design

6. *Final Design Scope of Work*

No Change to SO #7

7. *Concept Report*

No Change to SO #7

IV. Permitting Assistance (Task 4)

No Change to SO #7

V. Preliminary and Final Design Phase Services (Task 5)

ADD:

Description of Project

The objective of the project is to create a visual and acoustical buffer separation between the La Quinta Terminal and neighboring, non-industrial and residential areas. The proposed buffer area will be approximately 100 acres in size and be located at the current site of DMPA 14 located along the western border of the La Quinta property. The anticipated construction costs of the buffer is expected to be in the range of \$5M - \$10M. The design criteria of the buffer area will generally involve re-locating, grading and re-shaping the existing dredge material and containment levees. Design of the buffer will include reshaping the existing material into earthen features and slopes that are maintainable and accessible by PCCA and may provide for the future beneficial use of the DMPA site. The buffer site will be designed as a continuous earthen berm and will include the replacement and protection of the existing 24" and 36" raw water pipelines owned by San Patricio Municipal Water District which are located between the north and south cells. New steel encased pipelines will be designed to replace the existing pipelines within the DMPA site. The project will include design of storm drainage infrastructure such as ditches, culverts, and storm drains and storm water pollution prevention measures. The project will also include planting of vegetation, erosion control, irrigation improvements, security improvements, and construction of other elements to create the desired buffer area. A conceptual future land use plan will be developed to consider possible future use of the buffer area for recreational purposes and to include future public access amenities such as bike and hike trails. The final buffer configuration will be designed to plan for these public access amenities to be added at a future time.

The ENGINEER will perform professional services related to preliminary and final design, development of bid and construction plans, specifications, and estimates for the project. Upon

completion of the Concept Study Report and preferred selected alternative, PCCA may elect to remove some elements from the Task 5 scope of work for Preliminary and Final Design Phase Services and will advise the Engineer in writing of any such change which may require an amendment to this Service Order.

This scope of work assumes that Design Alternative #1 identified in the Concept Study Report will be used as the general design basis for preliminary and final design. The information and results of the permutations developed throughout the planning and concept selection phases will be used to identify the Preferred Alternative Design that will become the basis for the Preliminary and Final Design. The ENGINEER, will use this and other information and coordinate with PCCA to select the Preferred Alternative Design. Professional services will include but are not limited to:

1. Geotechnical Investigation and Report
 - a. ENGINEER will gather and assemble additional geotechnical data from previous PCCA projects to be used for final design of the buffer. ENGINEER will evaluate geotechnical data and information provided by PCCA to determine extent of additional geotechnical investigations and borings that are needed. ENGINEER will recommend scope of geotechnical investigation and laboratory tests for PCCA review.
 - b. Perform necessary borings and bulk samples within the existing DMPA 14 site to define the characteristics of the existing material for construction purposes and assist in the design of the buffer site and SPMWD waterlines.
 - c. Perform necessary laboratory tests on materials collected as bulk samples and from subsurface borings
 - d. Perform engineered slope stability analysis of dredge material.
 - e. Provide a signed/sealed geotechnical data report that will include a map of borings, and bulk sample locations, boring logs, results of the laboratory testing, results of the slope stability analysis, and related geotechnical recommendations for use in design.
2. Topographic Survey
 - a. Perform additional topographic survey for final design of the buffer site. Perform necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners and as-built drawings. Topographic Survey will be performed using a High-Density Scanner to scan the site to create a topographic grid with X,Y,Z measurements every couple of inches, which will create a highly detailed surface model.
3. Design Coordination and Meetings
 - a. Coordinate a kick-off meeting with PCCA staff to discuss the general scope of work and recommended final layout of the selected design alternative.
 - b. Prepare preliminary and final design phase services and documents consisting of final design criteria, preliminary and final drawings, specifications, and written descriptions of the Project. Design phase tasks will include:
 - i. Conduct up to three (3) site visits to review the project design
 - ii. Attend regularly scheduled meetings with PCCA
 - iii. Conduct up to three (3) meetings with San Patricio Municipal Water District (SPMWD)
 - iv. Conduct up to two (2) meeting with the San Patricio County Drainage District
4. Preparation of Design Plans, Specifications, and Estimates (PS&E)

- a. Preliminary and Final Design PS&E for the upland buffer design will include but not be limited to:
 - Title/Notes/Quantities/Testing Schedule
 - Existing Topo/Demolition Plan
 - SW3P
 - SW3P Details
 - Staking Plan
 - Construction Sequencing
 - Site Grading Plan and Details
 - Buffer Cross Sections
 - Paving Details
 - Hydraulic and Hydrologic (H&H) Analysis
 - Drainage Plan and Details
 - SPMWD Water Lines and Details
 - Landscaping/Vegetation Plan and Details
 - Irrigation Plan and Details
 - Security Plan/Fencing and Camera Details
 - Miscellaneous Details
 - Other
 - Construction Contract Documents
 - Construction Specifications
 - Opinions of Probable Construction Costs
 - Design and Construction Schedules

Note that some elements, as directed by PCCA, may be presented in the bid and construction documents as Alternative or Additive Bid Items.

- b. Based on the information contained in the concept study report, prepare and submit a revised itemized opinion of probable Construction Cost, identifying any adjustments to the Total Project Costs as then known to the ENGINEER.

5. Water Pipeline Design

- a. ENGINEER will prepare preliminary and final design documents in coordination with the San Patricio County Municipal Water District (SPMWD) for the replacement and protection of the 36" and 24" raw water pipelines within the limits of the upland buffer. The design will incorporate methods to protect the existing pipelines during construction of the new encased waterlines.
- b. ENGINEER will design in coordination with the SPMWD both the 36" and 24" raw water pipelines within the project limits of the upland buffer based upon the agreed alternative with SPMWD and PCCA. Recommendations for construction sequencing will be provided.
- c. At direction of PCCA, ENGINEER will prepare the pipeline design documents as a separate bid package or include the pipeline work in the upland buffer bid documents.

6. Planting and Irrigation Design, and Future Concept Land Use Plan

- a. ENGINEER will develop a detailed planting plan specification to be used to plant perennial vegetative cover on the proposed buffer site. This plan will address soil testing, soil amendments as measures to ensure initial (up to five years) survival of plantings or seedings, a list of plant species including grasses, shrubs and trees adapted to site conditions that will be planted on the buffer. Specifications will be prepared to include the initial planting plan, a planting schedule if applicable, post planting survival monitoring and replanting requirements, for incorporation into the bid documents.
- b. ENGINEER will develop a seeding specification or modify existing specifications for adaptation to conditions on the buffer area for use by the selected PCCA contractor to establish the initial perennial ground cover on the proposed buffer site for the short-term (up to five years) seeding and reseeding, if necessary. This specification will include soil testing, a list of potential soil amendments, a list of approved plant species, seed mix and pound pure live seed rates. The specification will also include plant species and sources (if a commercial mix), topsoil or other soil amendment requirements, fertilizer and irrigation requirements, herbicide use, preparation of the seed bed, sowing methods, post plan monitoring, maintenance, and performance requirements of the initial seeding efforts.
- c. ENGINEER will evaluate using raw water sourced from the SPMWD and potable water sourced from City of Portland for irrigation and develop an irrigation plan and specification to be used to establish the vegetation initially planted on the buffer and for the long-term maintenance and propagation of the vegetation planted. This irrigation system will be designed as a temporary system (up to five years) that will support plant growth on the buffer site during the initial seeding/planting effort. The plan and specification will include type of irrigation proposed, including controllers, weather stations, distribution system layout (sprinkler head spacing). The specification will include regulatory requirements, materials, and installation with approved manufacturers, testing and performance requirements, quality assurance, and execution of irrigation system including site preparation, excavation and backfilling, acceptable construction means and methods, testing and inspection. The irrigation system will be designed to be compatible with the conceptual future land use plan.
- d. ENGINEER will prepare a draft conceptual future land use plan that will consider possible future use of the site as a recreational amenity. Based on the final design of the buffer area, this plan would present a conceptual recreational use plan of the site including features such as hike or bike trails, overlooks and other amenities, including supplemental vegetation plantings that could create visual interest and additional wildlife habitat, and recommend potential security infrastructure to support recreational use.

7. Preliminary and Final Design Submittals
 - a. ENGINEER will furnish the preliminary and final design phase documents to PCCA and review them with PCCA.
 - b. ENGINEER will prepare and submit each design phase submittal documents and revised opinion of probable Construction Cost within the number of days after authorization to proceed with this phase as provided in the Service Order. ENGINEER will deliver the design submittals in accordance with the requirements of PCCA's Project Manual.
 - c. ENGINEER will provide technical criteria, written descriptions, and design data for PCCA's use in filing applications for permits from or approvals of governmental authorities having authority to review or approve the final design of the Project and assist PCCA in consultations with appropriate authorities.
 - d. ENGINEER will advise PCCA of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER.
 - e. ENGINEER will prepare and furnish Bid Documents for review and approval by PCCA, and assist PCCA in the preparation of related documents.
 - f. ENGINEER will submit two (2) hard copies of the sealed Bid Documents and a revised opinion of probable Construction Cost to PCCA within the number of days after authorization to proceed with this phase as provided in the Service Order.
8. Develop exhibits depicting the plan layout and cross sections of the proposed buffer configuration and future land use plan.

VI. Bidding and Negotiation Services (Task 6)

ADD:

1. Bid Phase Services

During the bid phase, the ENGINEER will:

- a. Attend and Provide Technical Support for Pre-Bid Meeting
- b. Respond to Bidders Questions
- c. Provide Support for Preparation of Addendums, as requested by PCCA
- d. Provide Technical Review of Bids, as requested by PCCA
- e. Incorporate Addendums into Drawings to produce Issued for Construction Documents

VII. Construction and Post-Construction Services (Excluded)

No Change to SO #7

Deliverables

The list of Deliverables in Service Order No. 7 is amended by adding the following:

ADD:

Submittal	Remarks
Technical memorandum for 28-foot tall barrier	SLR will update the noise model to evaluate a 28-foot tall barrier on western edge of the wharf area. SLR will summarize the results of this noise evaluation in a separate technical memorandum.
Preferred Alternative Selection	Develop and select in coordination with PCCA
35% Design Submittal	35 percent level completion design and set of construction documents submittal to include layouts, preliminary design details, Construction Drawings, Specification outlines, Front-end Construction Documents, and Engineer's Opinion of Probable Cost. This submittal does not need to include project phasing or related alternatives.
65% Design Submittal	65 percent completion set of construction document submittal to include layouts and details, construction drawings, technical specifications Front-end Construction Documents, Construction Drawings, Specifications, updated Opinion of Probable cost, and a conceptual construction schedule. Phase alternatives should be provided at a conceptual level, unless the need for phasing has been precluded at this point.
95% Design Submittal	95 percent completion of construction document submittal to include final layouts, details and specifications for final review and will include phase alternatives as necessary. The Engineer's Opinion of Probable Cost and construction schedule should be updated to reflect the final design.
Conceptual Future Land Use Plan	Draft plan that will consider possible future conceptual use of the buffer area for recreational purposes.
Display Exhibits	Exhibits suitable for public display of the final design of the buffer area
Issued for Bid Drawings and Specifications	Issued for bid Drawing and Specifications sealed by a Registered Professional Engineer licensed to practice in the state of Texas.

Issued for Construction Drawings and Specifications	Issued for Construction Drawings and Specifications incorporating addendums and modifications resulting from bidder questions. Construction Drawings and Specifications sealed by a Registered Professional Engineer licensed to practice in the state of Texas and updated opinion of probable cost, as appropriate.
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ENGINEER will prepare and deliver the design submittals in accordance with the requirements of PCCA's Project Manual.

Schedule of Services

The Schedule of Services section in Service Order No. 7 is amended by adding the following:

ENGINEER will complete the *Concept Study Phase* within 2 weeks of execution of this Service Order #7, Amendment 2. PCCA Commission approval this Service Order #7, Amendment 2 will be considered Notice to Proceed for the ENGINEER.

ENGINEER will complete the **Preliminary and Final Design Phase Services (Task 5) and Bidding and Negotiation Services (Task 6)** based on the following schedule. PCCA Commission approval of this Service Order #7, Amendment 2 will be considered Notice to Proceed (NTP) for the ENGINEER. Key project Milestone include:

<u>Submission</u>	<u>Date</u>
• Concept Study Report	3 weeks after NTP on or before May 30
• Preferred Alternative Selection	4 weeks after NTP on or before June 14
• 35 percent design	3 weeks after Preferred Alternative selection on or before July 5
• 65 percent design	3 weeks after receiving PCCA review comments on or before August 1
• 95 percent design	3 weeks after receiving PCCA review comments delivered on or before August 29
• Issued for Bid Package	2 weeks after receiving PCCA review comments on or before September 19
• Advertisement	upon delivery of Issued for Bid Package on or before September 22
• Bid Opening	Bid Opening October 20 (advertise 3 weeks)
• Commission and Award	November 21, 2017
• Issued for Construction Package	At Pre-construction Meeting

PCCA will return comments on Draft submittals within one week, any delay in the return of comments will be reflected in a commensurate extension of related schedule milestones dates and the final completion date. However, ENGINEER will continue to work developing plans and specification through the PCCA review process. The ENGINEER will provide a project schedule reflecting the major milestones and other project durations within one week of Notice to Proceed.

Sub-consultants

SLR Consulting
6001 Savoy Drive, Suite 215
Houston, Texas 77036

Barton and Associates
2321 Tropical Wind Drive
Corpus Christi, Texas 78414

PSI, Inc.
810 S. Padre Island Drive
Corpus Christi, Texas 78416

Compensation

In accordance with Article 4 of Master Agreement No. 13-02 and negotiations between the parties, ENGINEER will be compensated pursuant to this Service Order as follows:

Original Service Order No. 7 Amount	\$ <u>187,177</u>
Additional Services (<i>Amendment #1</i>)	\$ <u>84,292</u>
Additional Services (<i>Amendment #2</i>) Tasks 1, 2, & 3	\$ <u>53,924</u>
Additional Services (<i>Amendment #2 Design & Bid</i>) Tasks 5 & 6	\$ <u>331,277</u>
<i>TOTAL SERVICES FOR AMENDMENT #2</i> <i>(Not to Exceed)</i>	\$ <u>385,201</u>
Amendment 2 Contingency (as approved by PCCA)	\$ <u>30,000</u>
TOTAL SERVICES FOR SERVICE ORDER No. 7 AND AMENDMENT #1 and #2 (excluding Contingency)	\$ <u>656,670</u>

Except as specifically amended hereby, all terms and conditions of PCCA Master Agreement No. 13-02, original Service Order No. 7, and Amendment No. 1, shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Second Amendment and the terms and conditions of PCCA Master Agreement No. 13-02, original Service Order No. 7, or Amendment No. 1, the terms and conditions of this Second Amendment shall control.

Effective on the date executed by the last party to this Second Amendment to Service Order No. 7.

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

Signature

Name: David L. Krams, P.E.

Title: Director of Engineering Services

Date of Execution: _____

“PCCA”

Consultant Name

Signature

By: Freese & Nichols, Inc.

Name: Ron Guzman, P.E.

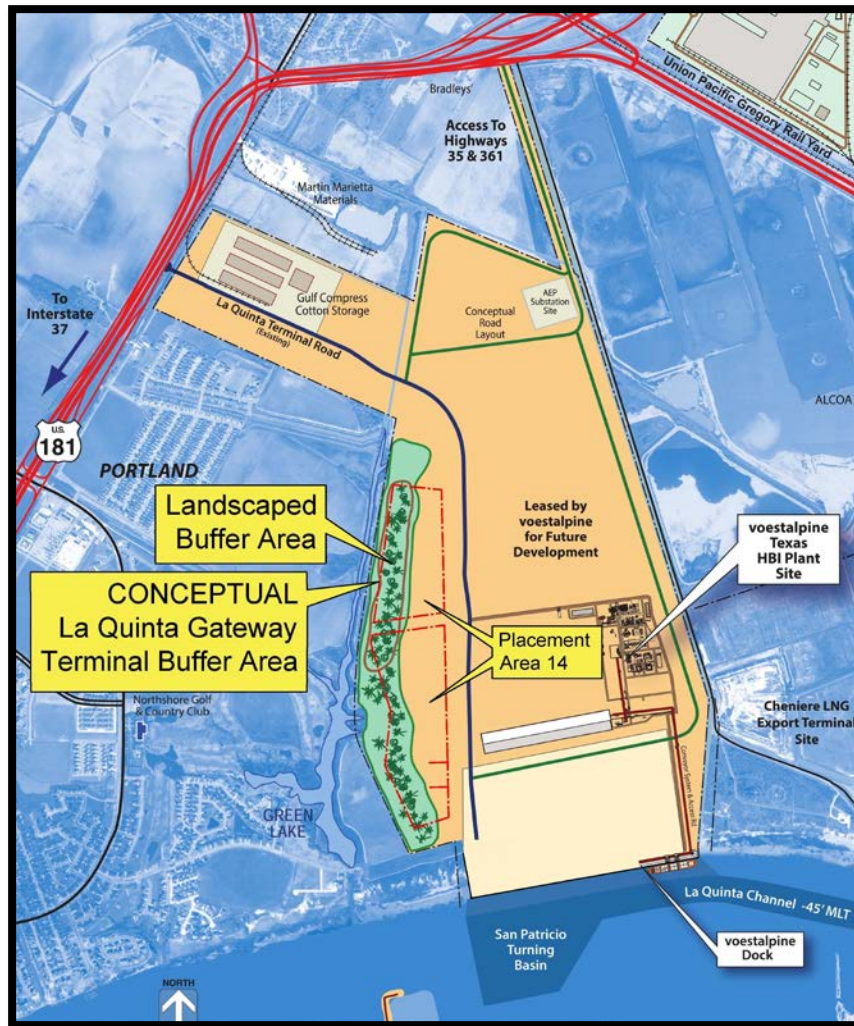
Title: Vice President

Date of Execution: _____

“ENGINEER”



La Quinta Gateway Terminal Buffer Area



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DATE: May 9, 2017

TO: Port Commission

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

Approve a Change Order in an Amount Not to Exceed \$3.9 Million with W.T. Byler to Extend Track A for the Nueces River Rail Yard – Phase II Project.

SUMMARY: The Texas Department of Transportation (TxDOT) has authorized the expenditure of the remaining grant funds not currently projected to be expended of the original \$22 Million grant for the Nueces River Rail Yard – Phase II Project to construct an extension of Track A beyond and east of the original limits included in the Phase II construction contract. Therefore, staff requests approval of a Change Order with W.T. Byler in the amount not to exceed \$3.9 million to extend Track A to the Tule Lake Rail Yard.

BACKGROUND: The Nueces River Rail Yard Phase II construction contract is funded with 78.6% TxDOT grant funds and 21.4% PCCA dollars. The project, being constructed by W.T. Byler, is very close to being complete. Track B & C will be turned over to the PCCA for use in May 2017, with the remainder of the project (Tracks D through H) completed soon after. The forecasted expenditure of grant funds with the current scope of work is estimated to be \$19.5 Million dollars, which will leave approximately \$2.5 million in unused grant funds. The original contract included additive bid items to extend Track A eastward to the west end of the Bulk Terminal Loop Track (as shown on the attached exhibit) and was to be awarded based on the contractor's base bid amount vs grant funds available. Extending Track A helps achieve the goal to have a two-way track system between the cargo base and the Nueces River Rail Yard. The next logical extension to Track A is to construct rail track another approximately 7,000 feet east to the former primary PCCA interchange yard (Tule Lake Rail Yard). TxDOT has approved this Track A extension because it meets the original scope of work, and all the project permits include these areas.

Another TxDOT requirement to expend the remaining grant funds, which has been agreed to by WT Byler, is that all of the original contract pay items (unit rates established with the original bid) will be utilized on this Change Order. To accomplish this Change Order, the total cost is estimated at \$3.9 million, which will expend the entire TxDOT grant (approx. \$2.5 million TXDOT/ \$680,000 PCCA) and require any overage (currently projected to be approximately \$720,000) to be paid 100% by the PCCA. However, the scope of work in

this proposed change order was also identified and included in the PCCA's Tule Lake Rail Yard Upgrades and Modifications project in the 2017 Engineering workload budget and bond program with \$100,000 currently projected to be expended this year with approximately \$9 million in construction funding forecasted for 2018. Approving this Change Order will significantly reduce the costs anticipated for the Tule Lake Rail Yard Upgrades project.

To date, the W.T. Byler's contract amount is \$24,876,692.75, which includes expending \$667,862.65 of the Commission approved contingency of \$684,176.60. This Change Order would increase the amount of the contract to \$28,776,692.75, or approximately 15% more than the original contract amount awarded by the Commission.

ALTERNATIVES: The PCCA could prepare a separate design package and bid this work as a standalone project or include it with the overall Tule Lake Rail Yard Upgrades and Modifications design and construction package.

CONFORMITY TO PORT POLICY: Conforms to Strategic Plan Goal #2 (Provide Facilities & Services to Meet Customer Needs), Strategic Objective 2C (Provide Surface Infrastructure and Services to Support Maritime and Industrial Development), Action Item 3 (Continued Improvement of Rail Access to Support Waterborne Commerce and Port-related Industry).

EMERGENCY: No, however, a time constraint exists. Delaying approval of a change order, may result in the Nueces River Rail Yard – Phase II project to be completed and potentially jeopardizing the opportunity to amend the contract and utilizing available grant funding and favorable unit rates.

FINANCIAL IMPACT: Awarding this Change Order allows approximately \$2.5 Million in additional grant funding participation by TxDOT and approximately \$680,000 in PCCA cost share plus another estimated \$720,000 in PCCA funds, which will result in approximately a 65% State and 35% PCCA match for work identified in this Change Order.

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

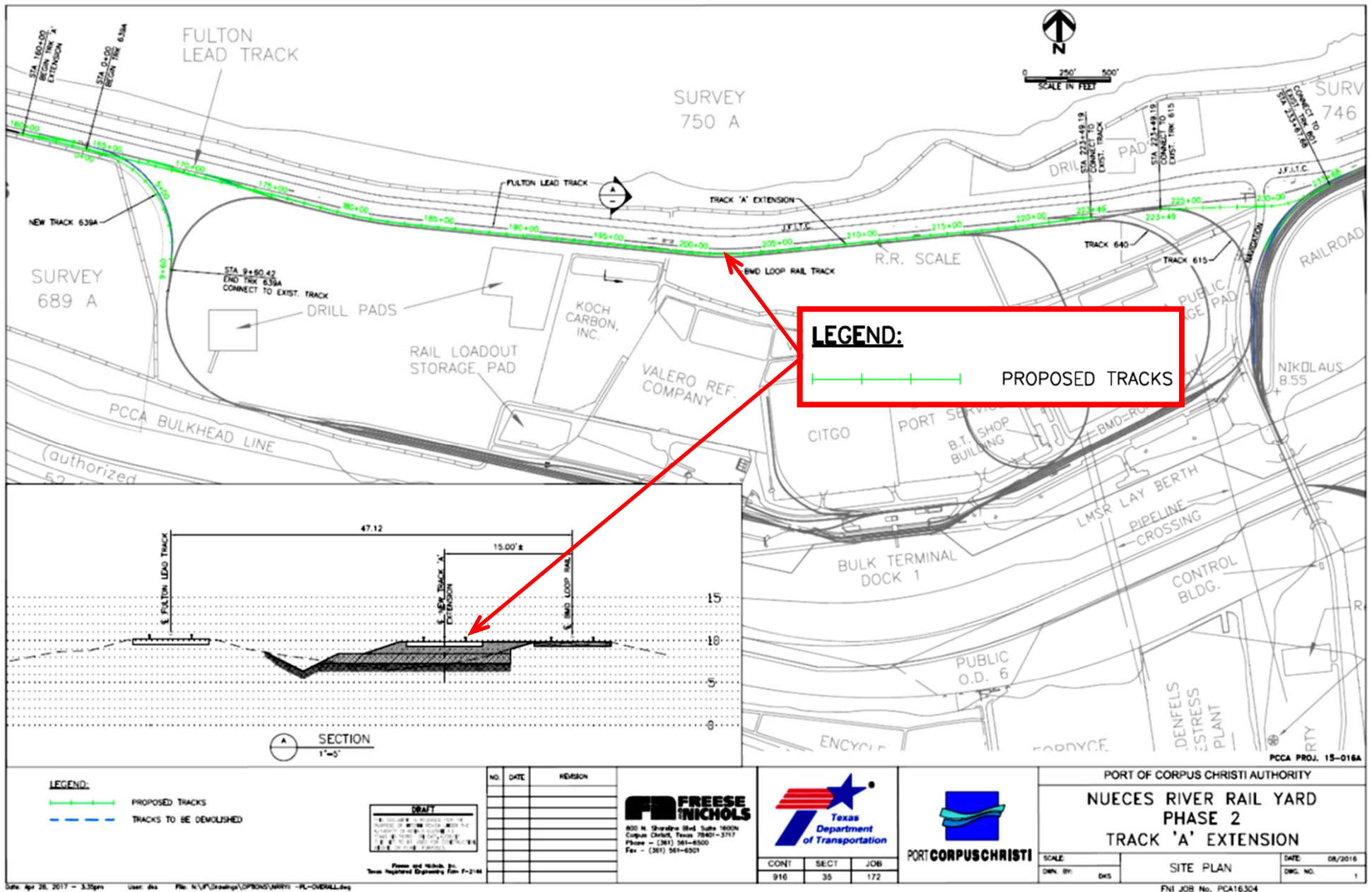
DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	David Krams Dave Michaelson
Legal	Used standard template
Senior Staff	John LaRue Sean Strawbridge Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Map Exhibit
Change Order

Nueces River Rail Yard Phase 2 - Track "A" Extension



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CHANGE ORDER

Change Order No. 13

Date: April 28, 2017

Page 1 of 1

PROJECT: Nueces River Rail Yard Phase - II
PROJECT NUMBER: 13-043A
CONTRACTOR: W.T. Byler Co., Inc.

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

Extend Track A to approximately 7,000 track ft. east to tie into the Tule Lake Interchange Yard. Utilize contract unit rates Not-to-Exceed \$3,900,000.00.

Increase in Contract Price:	\$ 3,900,000.00
Increase in Contract Time:	365 Days

Original Contract Amount:	\$ 24,208,830.10
Total Amount of Previous Change Orders:	\$ 467,862.65
Amount of this Change Order:	\$ 3,900,000.00
Revised Contract Amount:	\$ 28,576,692.75

Notice To Proceed Date:	July 08, 2015
Original Contract Time:	630 Days
Previous Changes in Contract Time:	60 Days
Calendar Days for this Change Order:	365 Days
Revised Contract Time:	1,055 Days
Required Completion Date:	May 28, 2018

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

Port of Corpus Christi Authority

W.T. Byler Co., Inc.

By: _____
David L. Michaelson, P.E.
Chief Engineer

By: _____
Steve Smith
CFO

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

Date: _____

Date: April 28, 2017



DATE: May 9, 2017

TO: Port Commission

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

Approve Amendment to a Professional Services Contract with AG|CM Inc. in the Amount of \$410,850 to Provide Inspection and Construction Contract Administrative Services Associated with the Nueces River Rail Yard – Phase II Project and the Mike Carrell Road Project.

SUMMARY: Staff recommends approval of an amendment to a Professional Services Contract with AG|CM, Inc. for a not-to-exceed amount of \$410,850 to provide construction inspection, documentation, and management services at a rate of \$22,825 per month for the next eighteen months for services associated with the NRRY – Phase II and the Mike Carrell Road Construction projects.

BACKGROUND: On May 15, 2015, the Port Commission approved a contract with AG|CM to provide construction management and inspection services for PCCA projects, which included Oil Dock 14, its access road, and the Nueces River Rail Yard – Phase II projects at a rate of \$29,700 per month. AG|CM's contract will be expiring at the end of May. PCCA staff recommends continuing to retain AG|CM at an agreed reduced rate of \$22,825 per month to provide the same level of management and inspection services and staff through July 2017 and then at a reduced level of services to support the extension of Track A on the NRRY – Phase II beginning August 1, 2017 (see W.T. Byler Agenda Item). Current AG|CM services include a project manager, assistant project manager, vehicles, computer, phone and office equipment, and supplies.

In addition, the PCCA will soon bid and award a TxDOT grant-funded project to widen the Joe Fulton International Trade Corridor and construct the Mike Carrell Road. This project has a projected fifteen-month construction period. AG|CM Inc. will be on location and available to provide the basic services on that second TxDOT funded project. These projects are subject to periodic and final audits from the local and state TxDOT offices; therefore, accurate recordkeeping is critical for these projects. These projects are within the same geographical area, and based on the anticipated construction schedules, AG|CM can provide effective construction inspection, documentation, and management for both TxDOT grant projects. Having one construction management team to help coordinate contractor efforts in this area will also be beneficial to the PCCA.

AG|CM provided similar services on the Joe Fulton International Trade Corridor project, which was another heavily audited TxDOT-funded project. AG|CM offers an experienced team that knows the TxDOT system, and their services have been beneficial on the NRRY – Phase II Project.

ALTERNATIVES: PCCA staff could provide these services, but the level of services to ensure compliance to TxDOT audit requirements would require hiring additional PCCA staff.

CONFORMITY TO PORT POLICY: Conforms to Strategic Plan Goal #2 (Provide Facilities & Services to Meet Customer Needs), Strategic Objective 2C (Provide Surface Infrastructure and Services to Support Maritime and Industrial Development), Action Item 3 (Continued Improvement of Rail Access to Support Waterborne Commerce and Port-related Industry).

EMERGENCY: No.

FINANCIAL IMPACT: Construction management services are not reimbursable by TxDOT grants; therefore, these costs are paid 100% by the PCCA.

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

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	David Krams Dave Michaelson Sonya Lopez-Sosa
Legal	Used Standard Template
Senior Staff	John LaRue Sean Strawbridge Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Amendment to Professional Services Contract with AG|CM Inc.

FIRST AMENDMENT AND SUPPLEMENT
OF PROFESSIONAL SERVICES CONTRACT
FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES

This First Amendment and Supplement of Professional Services Contract for Construction Management & Inspection Services (the “***Amendment***”) is made effective as of June 1, 2017 (“***Amendment Date***”) by and between the Port of Corpus Christi Authority of Nueces County, Texas, a navigation district operating under Article XVI, Section 59 of the Texas Constitution (“***Authority***”), and AG|CM, Inc. (“***Consultant***”). Authority and Consultant are sometimes individually referred to herein as a “***Party***” and collectively as the “***Parties***”.

WHEREAS, Authority and Consultant entered into a Professional Services Contract for Construction Management & Inspections Services dated May 19, 2015 (the “***Agreement***”), under the terms of which the Consultant agreed to perform the services described in the Scope of Services attached to the Agreement as **Exhibit A** in connection with the Authority's Nueces River Rail Yard – Phase II (13-043A), Oil Dock 14 (13-032A) and Oil Dock 14 Terminal Entrance Road (now named The Mike Carrell Road Entrance and Roadway) (15-050A) Projects (the “***Project***”); and

WHEREAS, the Authority asked Consultant for a proposal to provide additional professional construction management & inspections services for the Project; and

WHEREAS, in response to the Authority's request for a proposal to provide the foregoing services Consultant submitted the proposal attached hereto as **Attachment One** (the “***Supplemental Proposal***”); and

WHEREAS, Authority wishes to accept the Supplemental Proposal and the Parties wish to amend and supplement the Agreement to incorporate the Supplemental Proposal in the Agreement;

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

- A. Effective as of the Amendment Date, **Attachment One** to this Amendment, which is the Supplemental Proposal, shall constitute and be deemed to be a new **Attachment One** to the Agreement.
- B. Section 1 of the Agreement is amended in its entirety to read as follows:

Section 1. Services

Authority hereby engages the Consultant and the Consultant hereby accepts its engagement for the purpose of providing to Authority the construction management & inspections services (“Services”) as are

generally described in the “*Scope of Services*” set forth in Exhibit A of the Contract and in the “*Tasks*” set forth in Attachment One of the Contract, both of which are incorporated herein by reference.

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

Section 2. Period of Service

Consultant shall complete its Services within the following specific time period beginning June 1, 2017 for a period of eighteen months thereafter or earlier when the Consultant has satisfactorily completed the Services and provided any Deliverables described herein, or as terminated in accordance with terms and conditions for early termination described herein. 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 engages the Consultant with a written notice to proceed which shall be issued upon execution of this Contract and receipt by the Port of appropriate Certificates of Insurance and other documentation as may be set forth herein.

If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's Services is impaired, or Consultant's Services are delayed or suspended, then the time for completion of Consultant's Services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

- D. Section 4 of the Agreement is amended in its entirety to read as follows:

Section 4. Basis of Payment-Monthly Rates Plus Reimbursable Expenses

Authority shall pay Consultant for Services as follows:

- (a) The monthly rate established for the “Project Manager” or for a “Project Manager and Assistant Project Manager Team” per month. Plus reimbursement of approved Reimbursable Expenses incurred in connection with providing the Services, if any allowable. Consultant's Standard Monthly Rates are attached as Attachment One.
- (b) The total compensation for Services and Reimbursable Expenses will not exceed \$410,825.00.

- (c) Consultant will formally notify Authority when cost for Services and Reimbursement Expenses reach 70 percent of the not to exceed amount.
- E. This Amendment shall be binding on the successors and assigns of the Parties.
- F. Except as specifically amended hereby, all terms and conditions of the original Agreement dated June 30, 2015 shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control.
- G. This Amendment 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 an original signature to this Amendment and return it in “.pdf” file format.

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

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

By: _____
John P. LaRue
Executive Director

AG|CM, Inc.

By: _____
Nathan Swinney, CPE, CCM
Printed Name

Vice President South Texas Region
Title

Attachment One

FEES

Standard Monthly Rates:

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

Project Staffing

- Construction Manager & Assistant Construction Manager team through July 31, 2017
- Construction Manager only beginning August 1, 2017 and throughout remaining contract term

Schedule of Monthly Rates:

- Consultant rate will be \$22,825.00/month
- Monthly rate includes transportation, cell phones and miscellaneous supplies

Reimbursable Expenses:

Approved Reimbursable Expenses will be paid at cost plus 10%

Exhibit A

HOURLY FEE SCHEDULE

Title	Hourly Rate	
	2017	2018
Project Principal	\$211	\$222
Sr. Project Advisor, PE	\$192	\$202
Sr. Project Manager, PE	\$172	\$181
Program Manager	\$160	\$168
Sr. Construction Manager	\$110	\$116
Project Manager	\$147	\$154
Construction Manager	\$121	\$127
Assistant Construction Manager	\$61	\$64
Safety Manager (OSHA 30 cert)	\$160	\$168
Project Scheduler	\$150	\$158
Scheduler II	\$100	\$105
Sr. Quality Control/Inspector	\$122	\$128
Quality Control/Inspector	\$95	\$100
Constructability Reviewer	\$153	\$161
MEP Consultant	\$134	\$141
Chief Estimator	\$143	\$150
Senior Estimator	\$131	\$138
Estimator III	\$108	\$114
Estimator II	\$82	\$86
Estimator I	\$68	\$72
Administrative Assistant	\$59	\$62
CM Intern	\$21	\$22
Chief Executive Officer	\$214	\$225

DATE: May 9, 2017

TO: Port Commission

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

**Authorize Staff to Submit an Application for Diesel Emissions
Reduction Act Grant Funding**

SUMMARY: Staff requests approval to prepare and submit an application for Diesel Emissions Reduction Act (DERA) grant funding to support the Port's Truck Queuing Area project which is an existing capital project. The scope of the project is to construct a truck queuing area to relieve congestion and safety concerns created by the queuing of semi-truck, or eighteen-wheeler, traffic along the Joe Fulton International Trade Corridor primarily at the ADM grain facility during peak harvest times.

BACKGROUND: The U.S. Environmental Protection Agency (EPA) is requesting applications for funding of projects that reduce diesel emissions through the 2017 Clean Diesel Funding Assistance Program. Applications will be accepted until June 20, 2017. The total amount available for funding under this request for applications is \$11 million, and will fund 30% (labor and expenses) for electrified parking spaces. It is currently unclear if the award will include overall construction costs for the facility but staff is working to determine if that is the case or not. If not, the funding will only contribute dollars towards for the emission reduction technologies purchase and installation. The current total project cost is \$15.9 million and the maximum funding amount for Region 6 is \$2.1 million. The estimated cost of the electrified parking space technology is \$2.3 million and 30% of that amount is \$690,000.

The Truck Queuing Area project meets the DERA programmatic priorities in that ports are a priority sector, the project location is a priority location for improving air quality, it is a sustainable project, and the project generates community benefits. In addition the project directly links to the EPA strategic plan and will reduce idling hours. The project will also improve safety by providing better visibility for drivers and relieve congestion on the north side of the inner harbor especially during harvest by staging approximately 150 trucks in the queuing area. The project scope of work would also include an upgraded entrance with enhanced signalization and/or signage to improve safety and efficiency of traffic and cargo transport, and could also provide a waiting area with restrooms for truck drivers. The location of the truck queuing area within the Port is currently under study and the results are not yet finalized. However, the location is expected to be on the north

side of the ship channel with easy access to Joe Fulton International Trade Corridor and close proximity to terminals like ADM that would be expected to benefit from its use.

ALTERNATIVES: There are no alternatives to this project.

CONFORMITY TO PORT POLICY: Conforms to Strategic Goal #2 (Provide Facilities & Services to Meet Customer Needs), Strategic Objective #2C (Provide Surface Infrastructure & Services to Support Maritime & Industrial Development), Action Item #4 (Improve Vehicular Access to Support Waterborne Commerce & Port-related Industry); Conforms to Strategic Plan Goal #3 (Sustain Productive Stakeholder Relationships), Strategic Objective #3A (Build & Sustain Productive Relationships with all Stakeholders), Action Item #4 (Manage Stakeholder Relationships); Conforms to Strategic Plan Goal #4 (Foster Compatible Industrial & Maritime Development), Strategic Objective #4A (Proactively Pursue Diversified Port-related Economic Development Opportunities), Action Item #4 (Lead Region in Developing Infrastructure to Attract New Waterborne Commerce & Industrial Development); and Conforms to Strategic Plan Goal #5 (Be An Environmental Leader), Strategic Objective 5B (Continue to Meet and Exceed Regulatory Standards), Action Item #1 (Implement Environmental Standards Port-wide).

EMERGENCY: No; however, applications will only be accepted until June 20, 2017.

FINANCIAL IMPACT: This project would impact the PCCA financially in that it is a reimbursement grant and the funds would have to be expended first to receive reimbursement. Only the study and conceptual plan are currently budgeted in 2017 and the construction is included in the three-year capital program in 2018. If awarded, the project funding would begin on January 1, 2018 and the project would need to be completed by December 31, 2019.

STAFF RECOMMENDATION: Staff recommends approval to prepare and submit an application for a DERA grant to be used toward the purchase and installation of electrified parking space equipment and, potentially, the construction of the Truck Queuing Area project. Current project cost is estimated at \$15.9 million, and staff is recommending a maximum grant request of \$2.1 million.

DEPARTMENTAL CLEARANCES:

Originating Department
Reviewed By

Environmental Planning & Compliance
Sarah Garza
Steven Ashley
Leslie Ruta
Danielle Caro
Dane Bruun
John LaRue
Sean Strawbridge

Legal
Senior Staff

LIST OF SUPPORTING DOCUMENTS:

None.

DATE: May 9, 2017

TO: Port Commission

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

Award a Construction Contract in the amount of \$72,868.00 to Ram-Bro Contracting, the Lowest and Best Bidder Based on Bids Received on March 31, 2017, for Interim Improvements and Stabilization of Permian Yard.

SUMMARY: Staff recommends the award of a construction contract to Ram-Bro Contracting, for drainage improvements and the vegetative stabilization of the Permian Yard. On March 31, 2017, eight responses to our Notice to Bidders (see attached Bid Tabulation) were received. Ram-Bro Contracting submitted the lowest and best bid at \$72,868.00.

BACKGROUND: The Permian Yard is a former tank farm and has had fill placed at the site to bring up its elevation. In addition, a storm water conveyance project was completed last year through the Permian Yard. These activities required a Texas Commission on Environmental Quality (TCEQ) construction permit. As construction activities have ceased at the site, termination of the TCEQ permit is required.

The TCEQ construction permit may not be terminated until final stabilization of the site is achieved. Final stabilization is defined as vegetative cover of at least 70%, when compared to background/surrounding areas.

The Interim Improvements and Stabilization of Permian Yard project will first excavate and contour an area for improved drainage at the southwest corner of the site. Excavated soils will be placed onsite in a low lying area near the northeast corner of the site. In addition, three obsolete concrete drainage structures will be removed. Areas not meeting TCEQ defined final stabilization will then be vegetated and watered until meeting requirements to terminate the permit.

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

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

EMERGENCY: N/A

FINANCIAL IMPACT: This project is included in the annual capital budget.

STAFF RECOMMENDATION: Staff recommends award of a contract to Ram-Bro Contracting, in the amount of \$72,868.00 for Interim Improvements and Stabilization of the Permian Yard. Staff further recommends that a 6% contingency, in accordance with the PCCA's standard contingency guidelines, be granted.

DEPARTMENTAL CLEARANCES:

Originating Department	Environmental Planning & Compliance
Reviewed By	Sarah Garza
	Steven Ashley
Legal	N/A – will use standard construction contract template
Senior Staff	John LaRue
	Sean Strawbridge

LIST OF SUPPORTING DOCUMENTS:

Bid Tab
Map Exhibit



**BID TABULATION FOR
INTERIM IMPROVEMENTS AND STABILIZATION OF PERMIAN YARD
PROJECT NO. 17-708A
Bid Opening: March 31, 2017 at 2:00 pm**

Company Name	Bid Bond or Cashier's Check	Base Bid ^A	Addendum	Time of Delivery*
Ram-Bro Contracting	5%	\$ 72,868.00	Yes	150
JM Davidson	5%	\$ 105,797.00	Yes	150
Bonco LLC	5%	\$ 138,318.29	Yes	150
Affolter Contracting Company, Inc.	5%	\$ 146,213.00	Yes	150
Garrett Construction	5%	\$ 149,544.00	Yes	150
Mako Contracting LLC	5%	\$ 183,585.00	Yes	150
HO Salinas & Sons	5%	\$ 209,370.73	Yes	150
Gourley Construction	5%	\$ 364,033.00	Yes	150

*In calendar days

^A BASE BID: Lump sum price for cutting ,filling, and grading the site to line grades shown on the construction drawings, the removal of three concrete drainage structures, applying hydromulch vegetative cover, and watering vegetation to achieve permanent stabilization of the site.

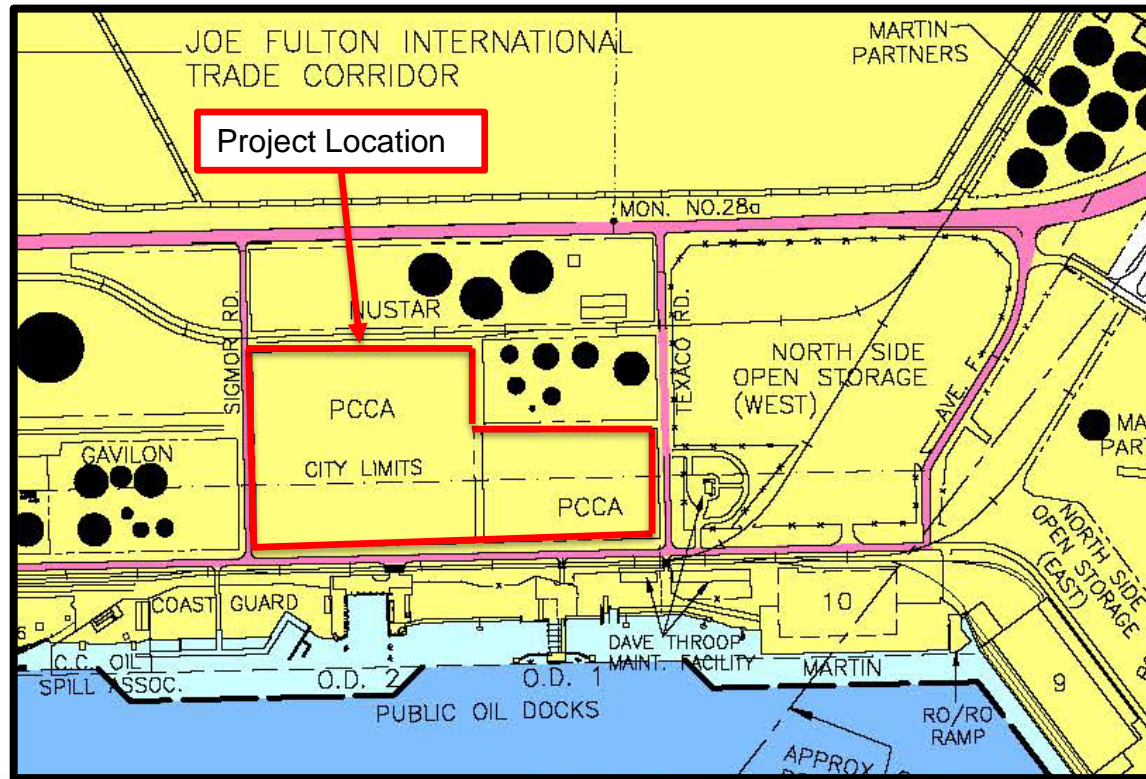
Read By: Lynn Angerstein

Tabulated By: Steven Ashely

Checked & Prepared By: Leslye Cavazos

Date: March 31,2017

Interim Improvements & Stabilization of Permian Yard



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DATE: May 9, 2017

TO: Port Commission

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

Approve an Amendment to Indefinite Delivery/Indefinite Quantity Contract with Coastal Bend Demolition Inc. for Residential/Commercial Demolition and Property Clearing Services in Connection with the Harbor Bridge Project.

SUMMARY: Staff recommends the approval of an amendment to the Indefinite Delivery/Indefinite Quantity Contract with Coastal Bend Demolition Inc. to include pest and rodent control services for properties acquired under the Hillcrest/Washington-Coles Voluntary Real Estate Acquisition and Relocation Assistance Program.

BACKGROUND: Prior to the demolition of properties acquired through the Hillcrest/Washington-Coles Voluntary Real Estate Acquisition and Relocation Assistance Program, it is anticipated that the disturbance of property and grounds of some acquired properties will create a potential issue with pest and rodents, which is common during demolition projects. Staff would like to minimize this issue by requiring the PCCA's demolition contractor to provide pest control services prior to the demolition of properties.

Staff is requesting approval to amend the contract with Coastal Bend Demolition Inc. to add pest and rodent control services in the scope of services for properties acquired and prepared for demolition and property clearing. Payments to perform these services will be on a unit cost basis at \$100 per residential property and \$200 per commercial property to be demolished.

ALTERNATIVES: N/A

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

EMERGENCY: N/A

FINANCIAL IMPACT: The Hillcrest/Washington-Coles Voluntary Real Estate Acquisition and Relocation Assistance Program project is included in the annual capital budget.

STAFF RECOMMENDATION: Staff recommends approval of an Amendment to the Indefinite Delivery/Indefinite Quantity Contract with Coastal Bend Demolition Inc. to add pest and rodent control services. Costs for these services are reimbursable expenses under the Hillcrest/Washington-Coles Voluntary Real Estate Acquisition and Relocation Assistance program.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed By	David Krams
	Sonya Lopez-Sosa
Legal	Jimmy Welder
	Dane Bruun
Senior Staff	John LaRue
	Sean Strawbridge

LIST OF SUPPORTING DOCUMENTS:

Amendment #1

**FIRST AMENDMENT OF
INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT FOR
RESIDENTIAL AND COMMERCIAL DEMOLITION AND PROPERTY
CLEARING SERVICES IN CONNECTION WITH THE
HARBOR BRIDGE REPLACEMENT PROJECT**

THIS FIRST AMENDMENT OF INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT FOR RESIDENTIAL AND COMMERCIAL DEMOLITION AND PROPERTY CLEARING SERVICES IN CONNECTION WITH THE HARBOR BRIDGE REPLACEMENT PROJECT (the “**Amendment**”) is made and entered into effect as of the ___ day of May, 2017 (“**Amendment Date**”) by and between the Port of Corpus Christi Authority of Nueces County, Texas (“**Authority**”), and Coastal Bend Demolition, Inc. (“**Contractor**”), each a “**Party**” and collectively as “**Parties**”.

WHEREAS, Authority and Contractor entered into an Indefinite Delivery Indefinite Quantity Contract **for Residential and Commercial Demolition and Property Clearing Services in connection with the Harbor Bridge Replacement Project** on August 16, 2016 (the “**Agreement**”), under the terms of which Contractor agreed to perform the demolition and property clearing services as described in the Scope of Services associated with the Agreement which, except for the following fully remain in scope and in effect; and

WHEREAS, it has become necessary to amend the Agreement to expand the scope of work and amend the pay items and pricing schedule;

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

1. Effective as of the Amendment Date, Section 2 of the Agreement is hereby amended by adding a new subsection “y” thereto to read as follows:

y. *Contractor will provide professional pest and rodent control services for each Demo-ready Property described in a Service Order. The Contractor’s pest and rodent control services will include on-site service, application expertise and monitoring. The Contractor shall ensure that its agents, workers or employees who apply pesticides on a Demo-ready Property are sufficiently trained and certified to carry out the pest control services correctly and safely.*

2. Effective as of the Amendment Date, Attachment 2 (Pricing Schedules) to the Agreement is hereby amended by adding the following new items to the Miscellaneous Demolition Items at the end of the table in Attachment 2:

<i>Pay Item Description</i>	<i>Unit</i>	<i>Unit Price</i>
<i>Commercial pest and rodent control services</i>	<i>Per Property</i>	<i>\$200</i>
<i>Residential pest and rodent control services</i>	<i>Per Property</i>	<i>\$100</i>

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

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

The Parties have caused this Amendment to be executed by their duly authorized officers effective for all purposes as of the Amendment Date.

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

By: _____

Name: _____

Title: _____

Date of Execution: _____

“Authority”

Coastal Bend Demolition, Inc.

By: Vernon Carr

Name: Vernon Carr

Title: President

Date of Execution: 4/26/2017

“Contractor”

DATE: May 9, 2017

TO: Port Commission

FROM: Lynn Angerstein, Manager of Procurement Services
Lynn@pocca.com
(361) 885-6142

Authorize Purchase of Four (4) Vehicles from Silsbee Ford Using Government Pricing from the State of Texas BuyBoard Cooperative Program in the amount of \$126,795.20.

SUMMARY: Staff requests authorization to purchase four (4) pickup trucks for the replacement of aging and worn vehicles in order to maintain a dependable and operational vehicle fleet. Staff will utilize one of the state-approved purchasing programs known as the Buy Board Cooperative Purchasing Program (Buy Board) to purchase these vehicles. The F150 pickups will replace current PD and Security fleet and F350 pickups will replace current Maintenance fleet.

Vehicles identified for replacement are:

<u>Unit</u>	<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>Mileage</u>	<u>Assigned To</u>
364	Ford	F150	2008	112,594	PD-Adm
361	Ford	Ranger	2008	126,193	PD-Security
339	Ford	F350	2005	111,797	Maintenance
429	Ford	F350	2003	80,829	Maintenance

BACKGROUND: The 2017 budget included \$60,000 for the purchase of two PD/Security vehicles and \$80,000 for the purchase of two Maintenance vehicles. Staff has been able to leverage approximately \$4,000 in normally after-market items such as tinted windows, bedliners and running boards into the quote from Silsbee Ford. Silsbee Ford, a BuyBoard vendor is located in Silsbee, Texas a small community just north of Beaumont. Each F150 vehicle is priced at \$26,543.60 and each F350 vehicle is priced at \$36,854.00, for an estimated total of \$13,200 under 2017 budget.

ALTERNATIVES: Competitive Sealed Bid on Open Market

CONFORMITY TO PORT POLICY: Conforms to Strategic Plan Goal #3 (Sustain Productive Stakeholder Relationships), Strategic Objective 3B (Operate Port Facilities in a Safe, Secure, and Efficient Manner), Action Item 1a (Assure Security of Port property, Port personnel, and Port waterways).

EMERGENCY: No

FINANCIAL IMPACT:

STAFF RECOMMENDATION: Staff recommends a purchase order be issued to Silsbee Ford Silsbee, TX in the amount of \$126,795.20 for purchase of four vehicles with an estimated delivery of 90 - 120 days.

DEPARTMENTAL CLEARANCES:

Originating Department	Procurement
Reviewed & Approved	Lynn Angerstein Approved
Legal	N/A
Senior Staff	John LaRue Sean Strawbridge Dennis DeVries Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Quotes

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #521-16

Vehicles and Heavy Duty Trucks

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: PORT OF CORPUS CHRISTI AUTHORITY

Prepared by: GLEN ANGELLE

Contact: JENNIFER PENA

Phone: 409-880-9191 C- 800-646-2749 LINE

Email: jenpena@pocca.com

Email: gangelle.cowboyfleet@gmail.com

Product Description: 2017 F-SERIES

Date: March 23, 2017

A. Bid Series: _____

A. Base Price:	\$ 16,360.00
-----------------------	---------------------

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	TRAILER TOW	\$ 465.30		EXT BLUE JEAN	
	REARVIEW CAMERA	\$ 235.00			
	REV. SENSING	\$ 258.50			
	POWER EQUIPMENT GROUP	\$ 1,099.80		BLIND SPOT MONITOR N/A IN	
W1C	CREW CAB UPGRADE	\$ 6,625.00		THIS MODEL	
	40/20/40 CLOTH SEATS				
	3.5L V6				
	6-SPD. AUTO				
	AIR				
Total of B. Published Options:					\$ 8,683.60

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 3.8 \%

Options	Bid Price	Options	Bid Price
TINT WINDOWS	\$ 150.00		
SPRAY IN BED LINER	\$ 425.00		
NERF BARS	\$ 375.00		
Total of C. Unpublished Options:			\$ 950.00

D. Pre-delivery Inspection:

--

E. Texas State Inspection:

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

H Lot Insurance (for in-stock and/or equipped vehicles):

I. Contract Price Adjustment:

J. Additional Delivery Charge: 312 miles

\$ 150.00

K. Subtotal:

\$ 26,143.60

L. Quantity Ordered 1 x K =

\$ 26,143.60

M. Trade in:

N. BUYBOARD Administrative Fee (\$400 per purchase order)

\$ 400.00

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$ 26,543.60

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #521-16

Vehicles and Heavy Duty Trucks
VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: PORT OF CORPUS CHRISTI AUTHORITY**Prepared by:** GLEN ANGELLE**Contact:** JENNIFER PENA**Phone:** 409-880-9191 C- 800-646-2749 LINE**Email:** jenpena@pocca.com**Email:** gangelles.cowboyfleet@gmail.com**Product Description:** 2017 F-SERIES**Date:** March 23, 2017**A. Bid Series:** _____**A. Base Price:** \$ **16,360.00****B. Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
				EXT BLUE JEAN	
	REARVIEW CAMERA	\$ 425.00			
	REV. SENSING	\$ 258.50			
	POWER EQUIPMENT GROUP	\$ 1,099.80			
W3A	CREW CAB UPGRADE	\$ 8,900.00			
	BLIND SPOT MONITOR	\$ 507.60			
	RUNNING BOARDS	\$ 425.00			
	40/20/40 CLOTH SEATS	\$ 296.10			
	AIR				
	TRAILER TOW				
	56 CA				
Total of B. Published Options:					\$ 11,912.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 27.0 %

Options	Bid Price	Options	Bid Price
TINT WINDOWS	\$ 150.00		
SPRAY IN BED LINER	\$ 550.00		
RKI SERVICE BODY L56-80	\$ 6,936.00		
Total of C. Unpublished Options:			\$ 7,636.00

D. Pre-delivery Inspection:**E. Texas State Inspection:****F. Manufacturer Destination/Delivery:****G. Floor Plan Interest (for in-stock and/or equipped vehicles):****H. Lot Insurance (for in-stock and/or equipped vehicles):****I. Contract Price Adjustment:** _____**J. Additional Delivery Charge:** 312 miles**K. Subtotal:****L. Quantity Ordered** 1 **x K =****M. Trade in:** _____**N. BUYBOARD Administrative Fee (\$400 per purchase order)****O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE****\$ 546.00****\$ 36,454.00****\$ 36,454.00****\$ 400.00****\$ 36,854.00**

DATE: May 9, 2016

TO: Port Commission

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

Approve an Amendment to a Service Order with HDR Engineering, Inc., under Professional Services Master Agreement No. 13-01, in the amount of \$16,611.21 for Additional Services on the evaluation of the Sherwin Site.

SUMMARY: Staff requests approval of an amendment to a Service Order with HDR Engineering, Inc., under Professional Services Master Agreement No. 13-01, in the amount of \$16,611.21 for additional services to evaluate the Sherwin Alumina site in San Patricio County.

BACKGROUND: In mid-2016, the PCCA considered purchasing the Sherwin waterfront facilities and equipment. The PCCA had a limited timeframe to evaluate the asset's value and therefore contracted HDR Engineering Inc. to assist in the evaluation of the facilities and equipment. HDR's scope of work included the evaluation of the waterfront docks, bulkheads, and ship loading and unloading equipment. After the project commenced, a modification to the scope of work was needed to include mapping and calculating the volume of bauxite that remained in the stockpiles outside the warehouses, inside the warehouses, and on the approaches; as well as determining the volume of bauxite remaining at the marine facilities. This information would help determine the anticipated cost to clean up and dispose of the bauxite from the site, which would factor in the determining an estimated value of the acquisition for PCCA assets. HDR increased their staff and man-hours to accomplish this task within the time frame dictated by the bankruptcy court proceedings. This effort resulted in an overage on the original scope and fees totalling \$16,611.21.

ALTERNATIVES: None.

CONFORMITY TO PORT POLICY: Conforms to Strategic Plan Goal #4 (Foster Compatible Industrial and Maritime Development), Strategic Objective 4C (Acquire and Protect Land for Industrial Development and Port-related Infrastructure), Action Item 1 (Develop Multi-year Plan to Acquire & Protect Properties).

EMERGENCY: No; however, services were provided several months ago.

FINANCIAL IMPACT: With approval of the proposed Service Order amendment, the total amount of HDR services for this project is \$66,511.21.

STAFF RECOMMENDATION: Staff requests approval of an amendment to a Service Order with HDR Engineering, Inc. in the amount of 16,611.21 for additional work associated with mapping and calculating the bauxite volumes at the Sherwin property.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	David Krams Sarah Garza Dave Michaelson
Legal	Modifying scope and fee to standard Service Order template
Senior Staff	John LaRue Sean Strawbridge Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Service Order Amendment

**AMENDMENT NO 1 OF SERVICE ORDER NO 18
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER AGREEMENT NO. 13-01 (HDR Engineering Inc.)
PROJECT NO. 16-054A
PROJECT NAME: Project Sandy Marine Structures and Equipment Evaluations**

THIS FIRST AMENDED SERVICE ORDER (the “**Amendment**”) is made and entered into effect as of the 9th day of May, 2017 (“**Amendment Date**”) by and between the Port of Corpus Christi Authority of Nueces County, Texas (“**Authority**”), and HDR Engineering, Inc. (“**ENGINEER**”), each a “**Party**” and collectively as “**Parties**”.

WHEREAS, Authority and ENGINEER entered into a Master Services Agreement on April 9, 2013 (the “**Agreement**”), under the terms of which ENGINEER agreed to perform the professional services as described in the Scope of Services associated with Service Order No. 18 (SO #18) which, except for the following fully remain in scope and in effect; and,

WHEREAS, it has become necessary to amend SO #18 to expand the scope of services and adjust compensation;

NOW THEREFORE, in consideration of the services and of the mutual covenants and agreements of the parties hereto, the Authority and the ENGINEER do agree as follows:

Scope of Services:

Amending original Scope of Work to provide additional services including mapping and calculating the volume of bauxite that remains in the stockpiles outside the warehouses, inside the warehouses, and approaches; and, estimating the bauxite remaining on the marine facilities.

Compensation:

In accordance with Article 4 of Master Agreement No. 13-01 and negotiations between the parties, ENGINEER will be compensated on a time and materials, not-to-exceed basis in accordance with Section C.401 of the Master Agreement, pursuant to this Service Order as follows:

Service Order No. 18	\$ <u>49,900.00</u>
Additional Services (Amendment No 1)	\$ <u>16,611.21</u>
Total Services for Service Order No 18 and Amendment No. 1 (Not To Exceed)	\$ <u>66,511.21</u>

All provisions of PCCA Master Agreement No 13-01 and original Service Order No 18 are in full force and effect.

Effective on the date executed by the last party to this Service Order Amendment.

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

By: _____

Name: John P. LaRue

Title: Executive Director

Date of Execution: _____

“PCCA”

HDR Engineering, Inc.

By: _____

Name: _____

Title: _____

Date of Execution: _____

“ENGINEER”

DATE: May 9, 2017

TO: Port Commission

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

Award a Purchase Contract in the amount of \$111,747.00 to Johnstone Supply Shepherd through the Texas Cooperative Purchasing Program for Eight Explosion Proof Air Conditioning Units for PCCA Public Oil Dock Facilities.

SUMMARY: Based on recommendations from the Procurement and Maintenance Departments, staff recommends the award of a purchase contract to Johnstone Supply Shepherd in the amount of \$111,747.00 for the purchase of eight explosion proof air conditioning units to be used at the PCCA's Public Oil Docks based on pricing received through the Texas Cooperative Purchasing Program. The plan is to purchase three units immediately to replace units that are currently out of service and then replace the remaining five on an as-needed basis. Due to the specialized nature of these units, it takes fourteen weeks for delivery.

BACKGROUND: In 2008, at the request of the Public Oil Docks customers for the welfare of the dock operators, the PCCA began a program to install air conditioning units in the operator rooms of all public oil docks. The units were first installed in 2009 at Public Oil Docks 8,9,10, in 2010 at 4,7,11, in 2011 at Oil Docks 1, 2 and 3, and finally at Oil Dock 6 this year. Air conditioning of dock houses has become the standard, and all new public oil docks, like most recently Oil Dock 14, are constructed with air conditioning. Valero private oil docks all have air conditioning; most of Citgo's private oil docks have air conditioning, and Citgo is currently in the process of having them all air conditioned; and the majority of Flint Hills Resources private oil docks also are air conditioned.

Since dock houses fall within the hazardous area classification, the air conditioning units are required to be explosion proof rated in order to safely operate. These units are manufactured with intrinsically safe components and explosion proof features; should an electrical failure occur, sparks will be contained within specialized component seals and housings and thus not pose as an ignition source in a hazardous environment.

The Maintenance Department does an admirable job in performing regular preventative maintenance on Oil Dock air conditioning units; however, in the past two years, units are breaking down more frequently, and repairs are becoming more costly. Long, hot seasons and constant dock house occupancy result in a massive load demand on these units. Even though the air conditioning units are constructed with a stainless steel shell and with

components coated for corrosion resistance, the constant exposure to the marine salt air accelerates deterioration of units. In spite of Maintenance Department's diligent maintenance efforts and repairs, the original units for the oil docks noted above are reaching the end of their service life. Based on correspondence with an explosion proof A/C unit manufacturer, they have indicated that refurbishing existing units will be too costly because very few parts can be reused due to the extent of corrosion and wear, and current dock house units operate on the older discontinued refrigerant R-22. There are currently three units out of service that the Maintenance Department is attempting to work on to bring back online.

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 2017 Budget includes a project for General Oil Dock Facility Repairs and Maintenance with a budgeted amount \$500,000 for this year.

STAFF RECOMMENDATION: Staff recommends that a contract be awarded to Johnstone Supply Shepherd in the amount of \$111,747.00 for the purchase of eight explosion proof air conditioning units based on pricing received through the Texas Cooperative Purchasing Program.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	David Krams Dave Michaelson Jacob Morales
Legal	Standard Purchase Contract Template
Senior Staff	John LaRue Sean Strawbridge Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Quotation

39 - JOHNSTONE SUPPLY SHEPHERD
 2120 SHEPHERD
 HOUSTON, TX 77007
 713-868-8967 Fax 713-868-3045

Quotation

QUOTE DATE	QUOTE NUMBER
04/07/17	S3397393
39 - JOHNSTONE SUPPLY SHEPHERD 2120 SHEPHERD HOUSTON, TX 77007 713-868-8967 Fax 713-868-3045	PAGE NO. 1

QUOTE TO:
 Port of Corpus Christie
 222 Power Street.
 CORPUS CHRISTI, TX 78401

SHIP TO:
 Port of Corpus Christie
 222 Power Street.
 CORPUS CHRISTI, TX 78401

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
51571	Explosion Proof WU		Reginald Farrar BDM	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT
Reginald Farrar	QUOTE ONLY	Cash, Check, Credit C	04/07/17	No
ORDER QTY	PART NO	DESCRIPTION	UNIT PRICE	NET AMOUNT
		Jennifer Pena Procurement Specialist 361-885-6144 Direct 361-881-5167 Fax Reji, The window units we are looking for are explosion proof air conditioners by the manufacturer Marc. Model #?s Qty. 1 - RCBX12-11 7 - RCBX12-11-C1 If you can please quote these units based on BuyBoard pricing with delivery/shipping fees included, delivered to: 222 Power Street, CC, TX 78401. Thanks for working on this, I look forward to hearing from you. CSA (C/US) Certified Room Air Conditioner for use in Class I, Division 2, Groups B, C, & D Locations with an Operating Temperature Code of T3C (320 F, 160 C) to include: - Model: RCBX12-11 - Nominal BTU Capacity: 12,100 (Cooling Only) - Voltage: 120V-1-60Hz - R410A Refrigerant (EPA Approved)		
*** Continued on Next Page ***				

39 - JOHNSTONE SUPPLY SHEPHERD
 2120 SHEPHERD
 HOUSTON, TX 77007
 713-868-8967 Fax 713-868-3045

Quotation

QUOTE DATE	QUOTE NUMBER
04/07/17	S3397393
39 - JOHNSTONE SUPPLY SHEPHERD 2120 SHEPHERD HOUSTON, TX 77007 713-868-8967 Fax 713-868-3045	PAGE NO. 2

QUOTE TO:
 Port of Corpus Christie
 222 Power Street.
 CORPUS CHRISTI, TX 78401

SHIP TO:
 Port of Corpus Christie
 222 Power Street.
 CORPUS CHRISTI, TX 78401

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
51571	Explosion Proof WU		Reginald Farrar BDM	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT
Reginald Farrar	QUOTE ONLY	Cash, Check, Credit C	04/07/17	No
ORDER QTY	PART NO	DESCRIPTION	UNIT PRICE	NET AMOUNT
		- Spark resistant blower section. - Spark resistant condenser fan blade. - Aluminum fin-copper tube refrigerant coils for maximum transfer. - Self-contained with integral controls - NEMA rated explosion proof enclosure for all arcing electrical components. - Time delay relay - 3/4" NPT conduit connection and terminals for power. - Fully insulated plenum chamber for quiet operation. - Totally recirculating indoor air. - Easy access re-usable return air filter. - Solid sleeve top protects the fan from debris - Firm-grip handles for easy installation and removal for service. - CORROTEC coatings on refrigerant coils and all uninsulated tubing for maximum corrosion protection. Corrosion resistance meets a minimum of 10,000 hours ASTM B117 Salt spray test.		
*** Continued on Next Page ***				

39 - JOHNSTONE SUPPLY SHEPHERD
2120 SHEPHERD
HOUSTON, TX 77007
713-868-8967 Fax 713-868-3045

Quotation

QUOTE DATE	QUOTE NUMBER
04/07/17	S3397393
39 - JOHNSTONE SUPPLY SHEPHERD 2120 SHEPHERD HOUSTON, TX 77007 713-868-8967 Fax 713-868-3045	PAGE NO. 3

QUOTE TO:

Port of Corpus Christie
 222 Power Street.
 CORPUS CHRISTI, TX 78401

SHIP TO:

Port of Corpus Christie
 222 Power Street.
 CORPUS CHRISTI, TX 78401

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
51571	Explosion Proof WU		Reginald Farrar BDM	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT
Reginald Farrar	QUOTE ONLY	Cash, Check, Credit C	04/07/17	No
ORDER QTY	PART NO	DESCRIPTION	UNIT PRICE	NET AMOUNT
		- Stainless Steel cabinet surfaces for maximum corrosion protection. Unit Price: \$7,453.21 Ext. Price: \$7,453.21 CSA (C/US) Certified Room Air Conditioner for use in Class I, Division 1, Groups C & D Hazardous (Classified) Locations with an Operating Temperature Code of T3B (165°C, 329°F). Unit to include: - Model: RCBX12-11-C1 - Nominal BTU Capacity: 12,000 (Cooling Only) - Voltage: 115-1-60 Hz - Circuit breaker size: 40 amps (HACR rated) - R410a refrigerant (EPA Approved) - TEFC explosion proof motor for Class I, Division 1, Groups C&D. - NEMA rated electrical enclosure for arching electrical components. - Spark resistant blower and condenser fan sections. - Explosion-proof compressor. - Intrinsically safe thermostat and selector switch. - Self-contained with integral controls reduces - 3/4" NPT conduit connection and terminals for easy power		
*** Continued on Next Page ***				

39 - JOHNSTONE SUPPLY SHEPHERD
2120 SHEPHERD
HOUSTON, TX 77007
713-868-8967 Fax 713-868-3045

Quotation

QUOTE DATE	QUOTE NUMBER
04/07/17	S3397393
39 - JOHNSTONE SUPPLY SHEPHERD 2120 SHEPHERD HOUSTON, TX 77007 713-868-8967 Fax 713-868-3045	PAGE NO. 4

QUOTE TO:

Port of Corpus Christie
 222 Power Street.
 CORPUS CHRISTI, TX 78401

SHIP TO:

Port of Corpus Christie
 222 Power Street.
 CORPUS CHRISTI, TX 78401

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
51571	Explosion Proof WU		Reginald Farrar BDM	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT
Reginald Farrar	QUOTE ONLY	Cash, Check, Credit C	04/07/17	No
ORDER QTY	PART NO	DESCRIPTION	UNIT PRICE	NET AMOUNT
1ea	275355	connection. - Aluminum-finned copper tube coils provide maximum transfer. - Fully insulated plenum chamber for quiet operation. - Totally recirculating indoor air. - 1" throw-away return air filter. - CORROTEC coatings on refrigerant coils and all uninsulated tubing for maximum corrosion protection. Corrosion resistance meets a minimum of 10,000 hours ASTM B117 Salt spray test. - Stainless Steel cabinet surfaces for maximum corrosion protection. Unit Price: \$14,849.21 Ext. Price: \$103,944.48 11053-RCBX1211 EXPLO.WIND UNIT RCBX12-11 CL1, DIV2,GRP B,C&D Minimum \$15 Restock Fee on Item	7453.21	7453.21
7ea	275356	11053-RCBX1211C1 EXPLO.WIND UNIT RCBX12-11-C1,CL1,DIV1,GRP C&D Minimum \$15 Restock Fee on Item DRAWINGS LEAD TIME: UP TO 3WKS AFTER ORDER ENTRY. PROD. LEAD TIME: 14 WKS AFTER REC'T OF APPROVED DRAWINGS (ARAD) FREIGHT EST: \$350.00 (INBOUND TO OUR DOCK, NO CHARGE. OUTBOUND TO YOUR DOCK IS ESTIMATED	14849.21	103944.47

*** Continued on Next Page ***

39 - JOHNSTONE SUPPLY SHEPHERD
 2120 SHEPHERD
 HOUSTON, TX 77007
 713-868-8967 Fax 713-868-3045

Quotation

QUOTE DATE	QUOTE NUMBER
04/07/17	S3397393
39 - JOHNSTONE SUPPLY SHEPHERD 2120 SHEPHERD HOUSTON, TX 77007 713-868-8967 Fax 713-868-3045	PAGE NO. 5

QUOTE TO:
 Port of Corpus Christie
 222 Power Street.
 CORPUS CHRISTI, TX 78401

SHIP TO:
 Port of Corpus Christie
 222 Power Street.
 CORPUS CHRISTI, TX 78401

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
51571	Explosion Proof WU		Reginald Farrar BDM	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT
Reginald Farrar	QUOTE ONLY	Cash, Check, Credit C	04/07/17	No
ORDER QTY	PART NO	DESCRIPTION	UNIT PRICE	NET AMOUNT
		AMOUNT SHOWN.) **BE ADVISED THAT TAX AMOUNT SHOWN ON ESTIMATE IS DUE TO HAVING NO TAX EXEMPT STATUS DOCUMENTS ON RECORD AT TIME OF QUOTING. UPON NET30 ACCOUNT SETUP, TAX WILL BE REMOVED FROM FINAL INVOICE W/ CURRENT TAX EXEMPT DOCUMENTS ON FILE. TAXES NOT INCLUDED		

THIS IS A QUOTATION
 Prices are firm for 30 days, subject to
 change without notice after 30 days.
 APPLICABLE TAXES EXTRA !

Subtotal	111397.68
S&H CHGS	350.00
	111
Amount Due	111747.68

DATE: May 9, 2017
TO: Port Commission
FROM: Tom Mylett, Director Port Security

Authorize Purchase of twenty (20) Portable Police Radios from Dailey & Wells Communications, Inc. in the amount of \$66,098

SUMMARY: Staff requests authorization to purchase twenty (20) portable police radios from Dailey & Wells Communications, Corpus Christi, for the replacement of aging, worn, and obsolete portable radios. This purchase is exempt from competitive bidding under the Water Code Exemptions 60.412(2) as an item necessary to preserve or protect the public health or the safety of the residents of the district or port authority.

BACKGROUND: The 2017 capital budget included \$52,000 for the purchase of replacement radios for the Port Police/Security department.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: Conforms to Strategic Plan Goal #3 (Sustain Productive Stakeholder Relationships), Strategic Objective 3B (Operate Port Facilities in a Safe, Secure, and Efficient Manner), Action Item 1a (Assure Security of Port property, Port personnel, and Port waterways).

EMERGENCY: No

FINANCIAL IMPACT: Budgeted in 2017 Capital Budget

STAFF RECOMMENDATION: Staff recommends a purchase order be issued to Dailey and Wells Communications, Inc. in the amount of \$66,098 for purchase of twenty portable police radios.

DEPARTMENTAL CLEARANCES:

Originating Department	Port PD
Reviewed & Approved	Tom Mylett, Director, Port Security
Legal	Dane Bruun

Senior Staff

Dennis DeVries, Chief Financial Officer
Sean Strawbridge, Deputy Executive Director/COO
John LaRue, Executive Director

Port Security Committee.

LIST OF SUPPORTING DOCUMENTS:

Exhibit A – Dailey & Wells Communications quote

DAILEY-WELLS COMMUNICATIONS

3440 E. Houston St., San Antonio, TX 78219



To: Art Munsel
 For: Port of Corpus Christi Police Department
 Phone: 361.438.7171
 Date: March 15, 2017
 email: Art@pocca.com

From: Edward Martinez
 Major Accounts Representative
 Dailey-Wells Communications
 361-548-5660 Cell
 210.893.6702 Fax
emartinez@dwcomm.com

XG-75PE PORTABLE, SCAN MODEL, 768-861 MHZ, EDACS

Item	Part #	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	EVXG-PB78ME	PORTABLE, XG-75PE, 768-861 MHZ, SCAN, BLACK	17	\$ 1,995.00	25%	\$ 1,496.25	\$ 25,436.25
2	MAEV-NNC5X	ANTENNA, 764-870 MHZ, 1/4 Wave Whip	17	\$ 40.00	25%	\$ 30.00	\$ 510.00
3	EV-P25ED	FEATURE PACKAGE, P25 TRUNKING & EDACS	17	\$ 1,600.00	25%	\$ 1,200.00	\$ 20,400.00
4	EV-PRO	FEATURE, PROVOICE	17	\$ 250.00	25%	\$ 187.50	\$ 3,187.50
5	MAEV-PA2U	BATTERY, LI-POLYMER, 3600 MAH	17	\$ 140.00	25%	\$ 105.00	\$ 1,785.00
6	MAEV-NCH9T	CHARGER, SINGLE, TRI-CHEMISTRY	17	\$ 120.00	25%	\$ 90.00	\$ 1,530.00
7	MAEV-NAE6A	SPEAKER MIC, COILED	17	\$ 160.00	25%	\$ 120.00	\$ 2,040.00
TOTAL FOR RADIO PACKAGE:				\$ 4,305.00		\$ 3,228.75	
8	DWC-Labor	Radio Programming	17	\$ 37.50	0%	\$ 37.50	\$ 637.50
9	DWC-Shipping	Shipping / Handling	17	\$ 15.00	0%	\$ 15.00	\$ 255.00
						Sub Total	\$ 55,781.25

XG-75PE PORTABLE, SYSTEM MODEL, 768-861 MHZ, EDACS

Item	Part #	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	EVXG-PF78ME	PORTABLE, XG-75PE, 768-861 MHZ, SYS, BLACK	3	\$ 2,205.00	25%	\$ 1,653.75	\$ 4,961.25
2	MAEV-NNC5X	ANTENNA, 764-870 MHZ, 1/4 Wave Whip	3	\$ 40.00	25%	\$ 30.00	\$ 90.00
3	EV-P25ED	FEATURE PACKAGE, P25 TRUNKING & EDACS	3	\$ 1,600.00	25%	\$ 1,200.00	\$ 3,600.00
4	EV-PRO	FEATURE, PROVOICE	3	\$ 250.00	25%	\$ 187.50	\$ 562.50
5	MAEV-PA2U	BATTERY, LI-POLYMER, 3600 MAH	3	\$ 140.00	25%	\$ 105.00	\$ 315.00
6	MAEV-NCH9T	CHARGER, SINGLE, TRI-CHEMISTRY	3	\$ 120.00	25%	\$ 90.00	\$ 270.00
7	MAEV-NAE6A	SPEAKER MIC, COILED	3	\$ 160.00	25%	\$ 120.00	\$ 360.00
TOTAL FOR RADIO PACKAGE:				\$ 4,515.00		\$ 3,386.25	
8	DWC-Labor	Radio Programming	3	\$ 37.50	0%	\$ 37.50	\$ 112.50
9	DWC-Shipping	Shipping / Handling	3	\$ 15.00	0%	\$ 15.00	\$ 45.00
						Sub Total	\$ 10,316.25
						Extended Total	\$ 66,097.50

Terms: Net 30 Days
 Shipping: Pre-Pay & add to invoice
 Price valid until April 30, 2017

DATE: May 9, 2017

TO: Port Commission

FROM: Lynn Angerstein, Manager of Procurement Services
Lynn@pocca.com
(361) 885-6142

Authorize Award of Energy Management Services Contract to Thomas Engineering Inc. in the amount of \$120,000.

SUMMARY: Staff requested authorization from the Commission April 18, 2017 to issue a Request for Proposals for an Energy Management Consultant to assist in various electrical objectives of the Port including renewal analysis and negotiation of retail electric contract, coordinating energy efficiency projects, resolving power outages, coordinating AEP easements related to Harbor Bridge relocation and other commercial needs. Staff received one response.

BACKGROUND: Port staff has utilized the services of an Energy Management Consultant since 2006 at an average annual cost of \$21,000 for the services identified above and more. The saving in staff time and resources has proven to support the value of this consulting services. The 2017 budget included \$24,000 for this professional service previously directed from the Engineering department, now under the direction of the Procurement department. Thomas Engineering has extensive work experience in the electric utility industry, including employment with CP&L and TXU Energy. Contracts have been negotiated by Thomas Engineering for some of the largest commercial and industrial companies in South Texas. Currently they manage electric portfolios and negotiate electric power contracts for: Port of Corpus Christi Authority, Whataburger Restaurants, City of Laredo, Aransas County ISD, Valley Co-op Oil Mill, American Electric Power, and approximately 60 cotton gins across the state of Texas.

ALTERNATIVES: Tasks to be done by Port staff

CONFORMITY TO PORT POLICY: Conforms to Strategic Plan Goal #3 (Sustain Productive Stakeholder Relationships), Strategic Objective 3B (Operate Port Facilities in a Safe, Secure, and Efficient Manner), Action Item 1a (Assure Security of Port property, Port personnel, and Port waterways).

EMERGENCY: No

FINANCIAL IMPACT:

STAFF RECOMMENDATION: Staff recommends award to Thomas Engineering Inc. in the amount of \$120,000 for a five (5) year term consultant contract.

DEPARTMENTAL CLEARANCES:

Originating Department	Procurement
Reviewed & Approved	Lynn Angerstein Approved
Legal	N/A
Senior Staff	John LaRue Sean Strawbridge Dennis DeVries Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Contract

CONSULTING SERVICES CONTRACT

THIS CONTRACT (the “Contract”) is made and entered into effective as of the 1st day of June, 2017 (“Effective Date”) by and between the Port of Corpus Christi Authority of Nueces County, Texas (“Authority”), and Thomas Engineering 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 May 31, 2022 (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:

(Name)	<u>Lynn Angerstein</u>
(Address)	<u>222 Power Street C.C., Texas 78401</u>
(Phone No.)	<u>361-885-6142</u>
(Email)	<u>lynn@pocca.com</u>

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: James W. "Bill" Thomas, P.E.
754 Brock Drive
Corpus Christi, Texas 78412
E-mail: bill@thomasengineering-inc.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 [One Hundred Twenty Thousand Dollars (\$120,000)]. 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”

By: _____
Name: James W. “Bill” Thomas, P.E.
Title: President
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:

Work will include but are not necessarily limited to the following activities:

- Assist the Port with the management and renewal of the retail electric contract.
- Duties for existing retail electric power contract for the Port will include, but not limited to:
 - Manage the addition and deletion of ESI IDs on the retail electric contract;
 - Provide assistance to accounts payable as needed to resolve issues with Port electric bills;
 - Monthly review of electric energy usage. Tabulate monthly energy use totals for all ESI IDs and provide this information to Director of Environmental Compliance;
 - Manage the acquisition of AEP energy efficiency incentive dollars when the Port installs energy efficient equipment; and
 - Assist the Port in coordinating energy efficiency projects that include incentives from AEP for the installation of high efficiency equipment.
- Responsibilities will include:
 - Assisting Port Engineering with the construction of AEP facilities for new or existing Port facilities;
 - Act as a contact between the Port and AEP on projects that involve distribution voltage service;
 - Act as a resource for Port Engineering on future projects and how AEP distribution would need to be designed. AEP would be brought in to assist in review if necessary;
 - Assist Port Maintenance Department with questions/concerns regarding AEP services;
 - Assist the Port in resolving power outages to Port facilities and with emergency situations that involve AEP facilities;
 - Report power outages of Port facilities to AEP on a 24x7 basis. Serve as first point of contact for outages;
 - Monitor flood light and area light outages including night audits of Port lighting and report to AEP as needed;

- Assist the Port in coordinating temporary power disconnects of Port facilities with AEP. These outages can be during the week or the weekend;
- Assist Port customers with the coordination of electric service on Port property leased location customers;
- Assist Port customers, when necessary, with the management and the installation of permanent or temporary AEP facilities; and
- Assist the customers in the contracting of a retail electric provider of their choosing.

FEE SCHEDULE

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.

(Please Specify)

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: May 9, 2017

TO: Port Commission

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

Approve a Valve Site Easement with Air Liquide Large Industries U.S. LP for a .021 acre Valve Site at La Quinta Terminal Gateway West of Dredge Material Placement Area No. 14 Through May 8, 2022

SUMMARY: Air Liquide Large Industries U.S. LP (AL) is requesting a five year Valve Site Easement with five (5) additional periods of five (5) years for a .021 acre valve site, being thirty by thirty foot (30' x 30') and located at La Quinta Terminal Gateway west of Dredge Material Placement Area #14. The valve site will include a valve installed on an existing AL 8" nitrogen pipeline and an 8" lateral line to tie-in to the existing Houston Pipeline 14" pipeline, now under lease to AL, which will be placed in nitrogen service. The 14" pipeline will loop AL's pipeline to improve reliability nitrogen services to industry located on the Corpus Christi Ship Channel and Inner Harbor area. AL will construct and maintain the Valve Site Appurtenances in a good and workmanlike manner and in compliance with all applicable governmental and industry standards for construction and maintenance including the requirements set forth in Article VII (Hazardous Substances, Liquids, and Gas Pipelines and Distribution Systems) of Chapter 35 of the City of Corpus Christi's Code of Ordinances, as amended from time to time. Warning signs for the existence of the Valve Site Appurtenances that conform to Federal and State laws applicable to such warning signs will be posted at the required locations on the Easement.

BACKGROUND: AL serves customers in refining, natural gas, chemicals, metals, and energy markets, with large volumes of industrial gases and energy-saving solutions geared to improve process efficiency and reduce the environmental footprint of industrial operations.

ALTERNATIVES: Do not approve valve site which could cause reliability issues.

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: \$11,119.50 for the first five years. The fee for each five year Extension Period shall be adjusted using the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City average – all items 1982-84=100 (Unadjusted), Bureau of Labor Statistics, United States Department of Labor.

STAFF RECOMMENDATION:

DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate
Reviewed & Approved	Darrin Aldrich David L. Krams, P.E. Sarah Garza
Legal	Bruce Hawn
Senior Staff	John LaRue Sean Strawbridge Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Easement Agreement
Easement Summary

**PORT OF CORPUS CHRISTI AUTHORITY
VALVE SITE EASEMENT SUMMARY**

Grantee: Air Liquide Large Industries U.S. LP, a Delaware limited partnership
9811, Katy Freeway, Suite 100
Houston, Texas 77024

Easement Location: .021 acre Valve Site located at La Quinta Terminal Gateway west of
Dredge Material Placement Area #14 as depicted on the attached Exhibit

Use: .021 acre Valve Site

Term: 5 years

Options: five (5) additional periods of five (5) years

Start Date: May 9, 2017

End Date: May 8, 2022

Fee: \$11,119.50 for the first five years. The fee for each five year Extension
Period shall be adjusted using the Consumer Price Index for All Urban
Consumers (CPI-U), U.S. City average – all items 1982-84=100
(Unadjusted), Bureau of Labor Statistics, United States Department of
Labor.

Easement Contact: Air Liquide Large Industries U.S. LP,
9811, Katy Freeway, Suite 100,
Houston, Texas 77024
Kasy Chambers, SR/WA
kasy.chambers@airliquide.com
713-320-5306 - Mobile

Remarks:

**Approve a Valve Site Easement with Air Liquide Large Industries U.S. LP for a
.021 acre Valve Site at La Quinta Terminal West of Dredge Material
Placement Area No. 14 Through May 8, 2022**



VALVE SITE EASEMENT

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS THAT:**
COUNTY OF NUECES §

Port of Corpus Christi Authority of Nueces County, Texas, acting herein by and through its Port Commissioners hereunto duly authorized (hereinafter called "Authority") for good and valuable consideration as described below, and including the covenants and conditions herein made and provided to be kept and performed by Grantee, has **GRANTED AND CONVEYED** and by these presents does **GRANT AND CONVEY** to **Air Liquide Large Industries U.S. LP**, a Delaware limited partnership, whose principal address is 9811 Katy Freeway, Suite 100, Houston, Texas 77024, (hereinafter called "Grantee"), a non-exclusive term right-of-way and easement (the "Easement") on Authority's land located in San Patricio County, Texas, for the purpose of constructing, laying, operating, maintaining, repairing, replacing and removing a thirty foot by thirty foot (30' x 30') valve site consisting of valves, meters, pipe, fencing and signage, all to be located entirely within the boundaries of the valve site (the "Valve Site Location"). The Valve Site Location will be used to interconnect the non-abandoned portion of the "Existing HPL 14 inch Pipeline" (described below) currently leased by Grantee with Grantee's existing eight inch (8") nitrogen pipeline (the "Existing Nitrogen Pipeline"). The location of the Existing Nitrogen Pipeline is more particularly described in that certain Amendment of Right of Way Agreement dated April 26, 2013 by and between Authority and Grantee and recorded under document number 627551 of the Official Public Records of San Patricio County, Texas. The "Existing HPL 14 inch Pipeline" is the non-abandoned portion of the pipeline more particularly described in that certain Amendment of Right of Way Agreement by and between Houston Pipe Line Company LP and Authority dated April 9, 2013 and recorded under document number 627554 of the Official Public Records of San Patricio County, Texas (the "HPL Amendment"). The term "Existing HPL 14 inch Pipeline" does not include any portion of the "new pipeline", referenced in paragraph 4, not yet installed in the "Pipeline Corridor" described in the HPL Amendment. Other than valves, meters, pipe interconnecting the Existing Nitrogen Pipeline and the Existing HPL 14 inch Pipeline (the "Valve Site Appurtenances"), no other above or below ground appurtenances are permitted. The Valve Site Location and the Valve Site Appurtenances shall hereinafter be collectively referred to as the "Valve Site". The Valve Site Location hereby conveyed is in the form of a square with thirty foot (30') sides, which location is more particularly described and depicted in Exhibit "A" attached hereto; the Valve Site Location is conveyed together with an additional non-exclusive temporary construction easement extending thirty five feet (35') on all sides of the Valve Site Location (the "Temporary Easement"). The Temporary Easement shall expire on: (1) the date on which the initial construction of the Valve Site Appurtenances are completed and the Valve Site is operational, or (2) one year from the date of this Valve Site Easement agreement ("Agreement"), whichever is earlier, (the "Initial Construction Period"). The Easement and Temporary Easement shall be collectively referred to as the "Easements". In the event construction is not commenced within one year from the date hereof, this Agreement and the Easements will terminate, unless the period for commencement of construction is extended, in writing, beyond one year by Authority.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, the rights and privileges hereby conveyed for an initial term of five (5) years beginning on the 9th day of May,

2017, and ending at midnight on the 8th day of May, 2022, and for up to five (5), five (5) year extension periods subject to the exceptions and reservations herein set forth, and upon the following covenants and conditions which are a part of the consideration for this grant, which covenants and conditions are and shall be construed as covenants running with the land, and which covenants and conditions by its acceptance hereof Grantee covenants and agrees to keep and perform.

This Easement is granted subject to the following:

1. Option to Extend. Grantee shall have the right and option to extend the initial term of this Agreement for five (5) additional periods of five (5) years (the "First Extension Period" "Second Extension Period", "Third Extension Period", "Fourth Extension Period" and the "Fifth Extension Period", respectively). To exercise such right and option, Grantee shall give written notice thereof to Authority at least one hundred fifty (150) days prior to the end of the then effective term, exercising its option to extend the term for an additional five-year period. Notice of Grantee's intention to extend the term under this Agreement must, to be effective, be sent by certified mail to Authority at the address provided in Section 13 and must be postmarked no later than the latest date provided in this section for Grantee's exercising the option. Grantee may not exercise such option if at the time of exercise Grantee is in default of any material obligation in this Agreement. If Grantee affirmatively exercises its option to extend the term, then this Agreement shall continue in full force and effect under all the terms and conditions set forth herein.

2. Fee. For the initial five (5) year term of this Agreement, Grantee will pay to the Authority a fee in the amount of Eleven Thousand One Hundred Nineteen and 50/100 Dollars (\$11,119.50) in advance. The fee for the First Extension Period shall be paid in advance shall be due on the fifth (5th) anniversary date of this Agreement. The fee for the Second Extension Period shall be paid in advance on the tenth (10th) anniversary date of this Agreement. The fee for the Third Extension Period shall be paid in advance on the tenth (15th) anniversary date of this Agreement. The fee for the Fourth Extension Period shall be paid in advance on the twentieth (20th) anniversary date of this Agreement. The fee for the Fifth Extension Period shall be paid in advance on the twenty fifth (25th) anniversary date of this Agreement. The fee for each Extension Period shall be calculated by taking the fee paid for the immediately preceding five-year period and multiplying that fee by a fraction, the numerator of which is the index number of the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City average – all items 1982-84=100 (Unadjusted), Bureau of Labor Statistics, United States Department of Labor for the last month of the immediately preceding five-year period and the denominator of which is the index number of the same Consumer Price Index for the first month of the initial term of this agreement. In the event the product is less than the fee paid for the immediately preceding five-year period, there will be no downward adjustment in the fee and the fee will be the same as for the immediately preceding five-year period. In no event shall any fee adjustment result in a fee less than the amount of the fee paid for the immediately preceding five-year period.

If the Bureau of Labor Statistics of the United States Department of Labor ceases to exist or to publish statistics concerning the purchasing power of the consumer dollar during the term, the remaining rental adjustments called for in this Section will be made by using the most nearly comparable statistics published by a recognized financial authority selected by Authority.

3. Access and Post Construction Work Space. The rights of ingress and egress hereinabove referred to in Grantee shall be confined to the above-described Easements during the Initial Construction Period and over a route or routes, across Authority's adjacent lands, if any, designated in advance by Authority. Grantee during the Initial Construction Period shall not have the right to store materials or equipment on Authority's adjacent land, or conduct any of Grantee's operations on Authority's adjacent land, without the prior express written consent of Authority. After the expiration of the Initial Construction Period, Grantee shall be permitted to have ingress and egress to and from the Easement for the construction, operation, maintenance, inspection, repair, removal or replacement of the Valve Site Appurtenances over a route or routes, across Authority's adjacent lands, if any, designated in advance by Authority. Grantee, during any period of construction, maintenance, inspection, repair, removal or replacement of the Valve Site Appurtenances, taking place after the expiration of the Initial Construction Period, shall be permitted to use a reasonable amount of Authority's adjoining property, as designated in advance by Authority, to the extent reasonably available, as determined by Authority in its sole and absolute discretion, and only for so long as reasonably necessary for such construction, maintenance, inspection, repair, removal or replacement of the Valve Site Appurtenances ("Post Construction Work Space"). Notwithstanding the forgoing, Authority shall have no obligation to preserve the availability of any of Authority's adjacent lands for Grantee's use as Post Construction Work Space. After the expiration of the Initial Construction Period Except in the case of an emergency, Grantee agrees to notify the Authority not less than seventy-two (72) hours prior to Grantee's employees, agents or contractors entering upon the Easement for construction, maintenance, repairs or other operations. In the case of an emergency, necessitating entry upon the Easement by Grantee, its employees, agents or contractors without first giving at least seventy-two (72) hours prior notice to Authority, Grantee agrees to notify the Authority of the nature and extent of any such emergency within twenty-four (24) hours after any such entry.

4. Construction, Maintenance and Use.

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

Grantee shall construct and maintain the Valve Site Appurtenances in a good and workmanlike manner and in compliance with all applicable governmental and industry standards for construction and maintenance of the same; including but not limited to the requirements set forth in Article VII (Hazardous Substances, Liquids, and Gas Pipelines and Distribution Systems) of Chapter 35 of the City of Corpus Christi's Code of Ordinances, as amended from time to time. Warning signs for the existence of the Valve Site Appurtenances that conform to Federal and State laws applicable to such warning signs will be posted at the required locations on the Easement.

All backfill placed in the Easement must be compacted so as to prevent settlement or erosion. In refilling any hole or ditch; Grantee must compact the subsoil to ninety-five percent (95%) of original compaction. After any construction, repair or removal, Grantee shall compact, loosen, or otherwise condition the topsoil to the degree of compaction of non-disturbed topsoil so that there will be no settling or compaction of soil and so that the land disturbed will be the same level as the surrounding lands which will maintain drainage previous to such work and prevent erosion.

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

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

Grantee will immediately, notify the appropriate State and Federal agencies who regulate pipelines of the type currently underlying the Easement, and no later than twenty-four (24) hours after discovery, notify Authority, of any visible or apparent contamination discovered in the Easement during initial construction of the Valve Site Appurtenances.

Following completion of construction of the Valve Site Appurtenances, Grantee will immediately, notify the appropriate State and Federal agencies who regulate pipelines of the type then underlying the Easement, and no later than twenty-four (24) hours after discovery, notify Authority, of any visible or apparent contamination discovered in, on, under, or adjacent to the Easement.

If, during, or after, completion of construction of the Valve Site Appurtenances, the contamination is coming from the Valve Site Appurtenances, or any pipeline operated by Grantee, then Grantee will immediately take all steps necessary to shut down the Valve Site Appurtenances and/or the pipelines operated by Grantee underlying the Easement from which the contamination is coming, repair or replace the Valve Site Appurtenances and/or pipelines, and restore the Easement to the condition it was in prior to the discovery of the contamination. If the contamination is not coming from a pipeline, pipelines, or Valve Site Appurtenances in the Easement, then Grantee and Authority shall cooperate to determine the source of the contamination and advise the appropriate State and Federal agencies of the occurrence.

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

Grantee as a condition precedent to Grantee's right to enter upon and otherwise access the Easements for construction purposes, shall furnish Authority all "issued for construction drawings" provided to its construction contractors for the construction of the Valve Site Appurtenances, as well as, any subsequent revisions thereto applicable to the Easement (the "Issued for Construction Drawings"). Grantee shall not enter upon the Easements for construction purposes until Grantee has provided Authority with a current set of Issued for Construction Drawings. Upon completion of the installation of the Valve Site Appurtenances in the Easement, Grantee shall provide an as-built drawing depicting and describing (by metes and bounds) the as-built location of the Valve Site Appurtenances.

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

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

6. Indemnity. Except for liabilities caused by the sole negligence, gross negligence or willful misconduct of the Authority, its commissioners, officers, directors, managers, employees, and agents, Grantee shall defend, indemnify and hold harmless Authority, its commissioners, officers, directors, managers, employees, and agents (for the purposes of this Section, the "*Indemnified Parties*") from and against, and Grantee shall be responsible for, any and all liabilities (including strict liability), actions, demands, damages, penalties, fines, losses, claims, costs, expenses (including reasonable attorneys', experts' fees and expenses), suits, settlements or judgments of any nature whatsoever (including claims for personal injury, bodily injury, real and personal property damage and economic loss) which may be brought or instituted or asserted against the Indemnified Parties based on or arising out of or resulting from (i) the failure on the part of the Grantee, its agents, employees, contractors, subcontractors or licensees (collectively, "*Grantee Parties*") to comply with the provisions of any laws or regulations applicable to the Valve Site, (ii) any injury to or death of or claim of injury to or death of any person or any damage to or loss of or claim of damage to or loss of property arising from or in any manner connected with the acts, conduct, or negligence of the Grantee Parties in the design, construction, maintenance, repair, removal, or

replacement of the Valve Site, (iii) the failure on the part of any of the Grantee Parties to comply with the provisions of any laws or regulations applicable to the Easements, Post Construction Work Space, the Valve Site, or (iv) the condition, use, malfunction, defect, or explosion of the Valve Site (collectively "*Indemnified Claims*"), EVEN IF THE INDEMNIFIED CLAIM ARISES OUT OF OR RESULTS FROM THE JOINT, CONCURRENT, OR CONTRIBUTORY NEGLIGENCE OF THE INDEMNIFIED PARTIES. The Grantee's indemnity obligations under this Agreement shall not be limited by a limitation on the amount or type of damages, compensation or benefits owed by Grantee to any employee of Grantee under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

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

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

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

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

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

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

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

The minimum insurance protection amounts set forth in the Policies shall be increased from time to time upon request by Authority to an amount which is commercially reasonable at the time.

Authority shall be furnished, to the attention of Authority's Real Estate Manager, prior to the commencement of any work by Grantee on the Easements or on any Post Construction Work Space, as proof of the insurance required of Grantee a certificate or certificates of insurance (and the

endorsements required in this Section shall be attached to the certificate or certificates of the insurance) describing the Policies, which certificates must be acceptable, in their form and content, to Authority. Each of the Policies will be endorsed to (i) (except for Workers' Compensation and Employee's Liability insurance) name Authority, its Port Commissioners, officers, officials, employees and agents as an additional insured (ii) provide that it will not be suspended, voided, canceled or reduced in coverage or limits without thirty (30) days' prior written notice to Authority, Attention: Real Estate Manager, and (iii) provide that notwithstanding any language in any policy of insurance held by Authority ("Authority Insurance") to the effect that the Authority Insurance is primary, the policy or policies held by Grantee are primary coverage and the Authority Insurance is non-contributory so that Authority Insurance will not share with the Policies.

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

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

9. Assignment. The rights herein granted may not be assigned without the prior written consent of the Authority, which consent will not be unreasonably withheld, conditioned or delayed. Authority hereby consents, in advance, to the assignment of this Agreement to any corporation or other entity which is an affiliate of, and controlled by, Grantee. An affiliate, as used herein, is a person or entity which is controlled by or the controlling interest of which is owned by the same persons or entities controlling Grantee. Notwithstanding the foregoing, Authority in Authority's absolute sole discretion may elect withhold consent to any partial assignment of Grantee's rights under this Agreement. In the event of an assignment or partial assignment of the Easement, any liability of Assignor or Assignee, to Authority under the terms of this Agreement shall be joint and

several. The terms of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Assignment by Grantee shall not relieve Grantee from liability for the performance of the covenants and indemnities hereof. Grantee agrees to promptly provide Authority with a copy of all assignments authorized by this Section.

10. Termination. This Agreement and all rights to use and occupy the Easement shall terminate if the Valve Site Appurtenances cease to be used for the transmission of Nitrogen, collectively, for a period of thirty-six (36) months period during the term of this Agreement or if Grantee shall at any time expressly abandon this Easement for the use of the same for the purposes herein granted. This Agreement and all of Grantee's interest hereunder, at the option of Authority, shall forthwith terminate upon breach by Grantee of any of the conditions hereof and the failure of Grantee to remedy the same within ninety (90) days after Grantee's receipt of written notice from the Authority so to do. Grantee agrees it will within ninety (90) days after the termination of this Agreement remove the Valve Site Appurtenances existing in the Easement and restore the land in the Easement and in any Post Construction Workspace utilized to remove the Valve Site Appurtenances to substantially the same condition in which same existed prior to the existence of the Valve Site Easement. In the event Grantee fails to remove the said Valve Site Appurtenances within the above-described time period, Authority may either declare the termination of Grantee's interest in the Valve Site Appurtenances and all of Grantee's interest therein shall thereupon terminate, or the Authority may cause the Valve Site Appurtenances, or any part thereof, to be removed and disposed of, and the lands of the Authority restored, all at the cost of Grantee. In the event of a breach of the requirements of Section 12 ("Compliance with Authority Security Requirements"), this Agreement and all of Grantee's interest hereunder, at the option of Authority, shall forthwith terminate in the event Grantee fails to remedy the same within ten (10) days after Grantee's receipt of written notice from the Authority of such breach.

11. Relocation. The Authority may require Grantee to remove, lower or relocate the Valve Site Appurtenances situated in the aforesaid Easement in the event the same materially interferes with or will materially interfere with: (1) the development of Authority's lands; (2) any facility, facility modification, or proposed facility of Authority, Authority Lessee or Authority Franchisee; (3) any road or proposed road; or (4) any operation or proposed operation of Authority, Authority Lessee or Authority Franchisee; The Authority may also require Grantee to remove, lower or relocate the Valve Site Appurtenances situated in the aforesaid Easement in the event the same materially interferes with or will materially interfere with any navigable channel, railroad or proposed railroad under which any portion of the Valve Site Appurtenances passes. In the event Authority requires Grantee to remove, lower or relocate pursuant to the provisions of this Section, the cost of such removal, lowering or relocation shall be paid solely by Grantee; and in such event, Authority will use its best efforts to provide Grantee with an alternate Easement on Authority's land at no additional cost to Grantee; provided, however, Authority shall not be required to provide the alternate easement.

12. Compliance with Authority Security Requirements. Grantee, its employees, agents, representatives and subcontractors shall at all times comply with all Authority mandated security requirements and regulations pertaining to the Easements and any Post Construction Work Space locations or access thereto, regardless of whether now existing or hereinafter imposed, pursuant to Authority's Tariffs (the "Security Measures"). Failure to comply with Authority's Security Measures

will be grounds for terminating this Agreement as described in Section 10 above. Authority's Security Measures applicable to the Easement and right of way can be ascertained by contacting the Authority's Police Department.

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

Authority:

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

Grantee:

Air Liquide Large Industries U.S. LP
Attn: General Counsel
9811 Katy Freeway, Suite 100
Houston, Texas 77024

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

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

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

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

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

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

[Signature Page Immediately Follows]

WITNESS this _____ day of _____, 2017.

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

By: _____

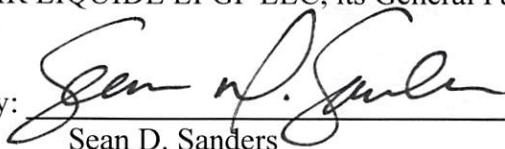
John P. LaRue
Executive Director

“Authority”

AIR LIQUIDE LARGE INDUSTRIES U.S. LP

By: AIR LIQUIDE LI GP LLC, its General Partner

By: _____


Sean D. Sanders
Director of Pipeline Construction & Maintenance

(Acknowledgements on Next Page)

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

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

NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 4th day of May, 2017, by Sean D. Sanders, as Director of Pipeline Construction & Maintenance of Air Liquide LI GP LLC the general partner of Air Liquide Large Industries U.S. LP.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"

METES AND BOUNDS DESCRIPTION
PROPOSED SURFACE SITE
PORT OF CORPUS CHRISIT AUTHORITY
OF NUECES COUNTY, TEXAS
SAN PATRICIO COUNTY, TEXAS

Being a metes and bounds description of a proposed surface site situated on a called 930.28-acre tract of land situated in the T.T. Williamson Survey, Abstract No. 286 of San Patricio County, Texas, said called 930.28-acre tract being described as Tract II in File No. 1998005467 of the Official Public Records of Real Property of San Patricio County, Texas, said proposed surface site being more particularly described as follows:

All bearings are referenced to a Southwesterly line of said called 930.28-acre tract.

Commencing at a 2-inch iron pipe found marking a Southwesterly corner of said called 930.28-acre tract, said 2-inch iron pipe also being an interior corner of a called 70.00-acre tract as described in File No. 391196 of the Official Public Records of Real Property of San Patricio County, Texas;

THENCE N 24°30'51" W, along a common line of said called 930.28-acre tract and said called 70.00-acre tract, a distance of 1,948.02 feet to a point, said point being on the said common line and also being on an existing Air Liquide Pipeline;

THENCE N 79°23'37" E, along said existing Air Liquide Pipeline, a distance of 153.06 feet to the POINT OF BEGINNING of the herein described proposed surface site;

THENCE N 10°39'24" W, a distance of 22.52 feet to a point, said point being the Northwest corner of the proposed surface site;

THENCE N 79°20'36" E, a distance of 30.00 feet to a point, said point being the Northeast corner of the proposed surface site;


THENCE S 10°39'24" E, a distance of 30.00 feet to a point, said point being the Southeast corner of the proposed surface site;

THENCE S 79°20'36" W, a distance of 30.00 feet to a point, said point being the Southwest corner of the proposed surface site;

THENCE N 10°39'24" W, a distance of 7.48 feet to the POINT OF BEGINNING of the herein described proposed surface site;

Area of proposed surface site containing 900 square feet or 0.021 acres.

April 25, 2017



Marc C. Ouellette – R.P.L.S. No. 5877
Firm Number 10008400
2310 Owen Street, Alvin, Texas 77511



Exhibit 1

EXHIBIT "B"

SAN PATRICIO COUNTY, TEXAS

T.T. WILLIAMSON SURVEY, A-286

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

CALLED 930.28-ACRE TRACT (TRACT II)

DOCUMENT No. 1998005467

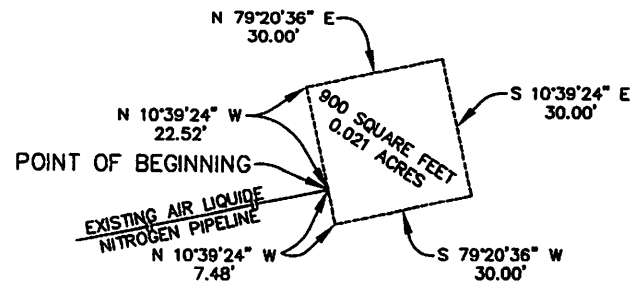
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
SAN PATRICIO COUNTY, TEXAS

N 79°23'37" E
153.06'

PROPOSED 30' x 30'
SURFACE SITE
900 SQUARE FEET
0.021 ACRES
SEE DETAIL "A"

POINT OF BEGINNING
N 27°53'09.4866" E
W 97°17'29.0656" W

N 24°30'51" W - 1,948.02'



DETAIL "A" - N.T.S.
PROPOSED 30' x 30'
SURFACE SITE

FOUND 2"
IRON PIPE

BERRYMAN PROPERTIES, LTD.
CALLED 70.00-ACRE TRACT (TRACT ONE)
FILE No. 391196
OFFICIAL PUBLIC RECORDS
OF REAL PROPERTY
SAN PATRICIO COUNTY, TEXAS

CORPUS CHRISTI
BAY

MARC C. OUELLETTE, R.P.L.S. No. 5877
FIRM NUMBER 10008400
2310 OWEN STREET, ALVIN, TEXAS 77511
PHONE NO. 281-388-0426

BEARINGS BASED UPON SOUTHEASTWESTERLY PROPERTY LINE OF 930.28-ACRE TRACT.
PROPOSED SURFACE SITE: 900.00 SQUARE FEET OR 0.021 ACRES.

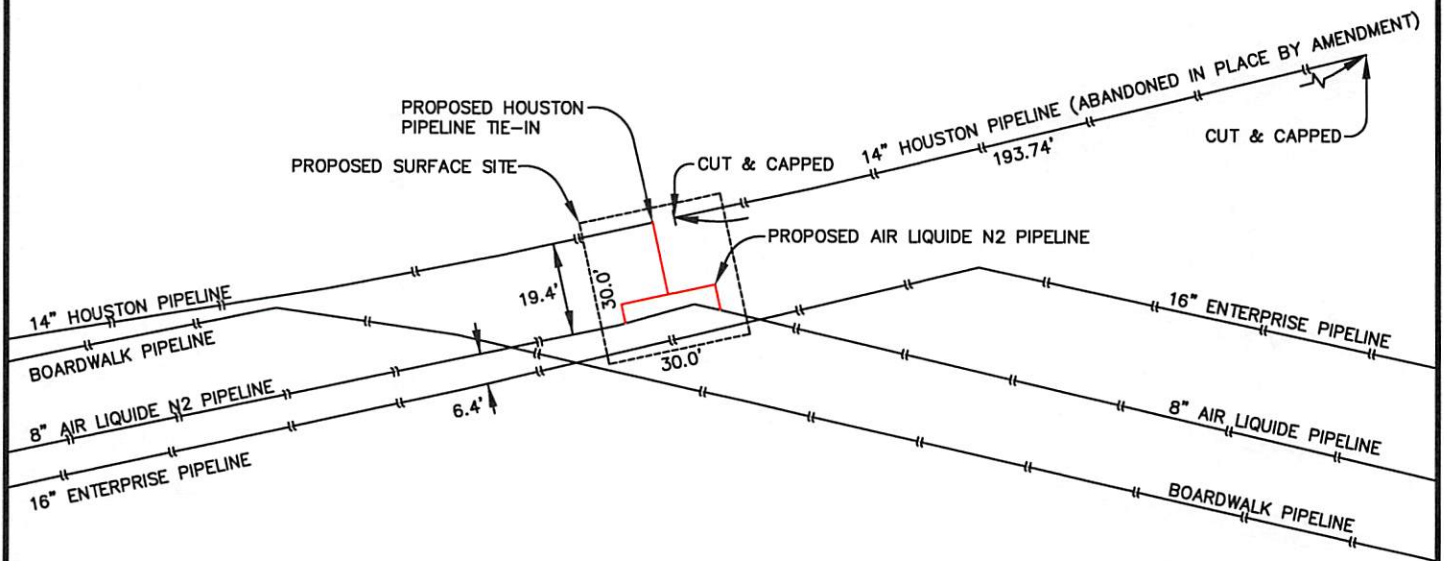
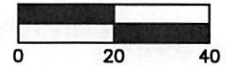
PAGE 1 OF 2

REVISION			DATE	AIR LIQUIDE	AIR LIQUIDE LARGE INDUSTRIES U.S. LP HOUSTON, TEXAS	FILE & DISK
NO.	DATE	BY				
1.	04-25-2017	MCO	DRAWN BY MCO-2M	PROPOSED SURFACE SITE PORT OF CORPUS CHRISTI AUTHORITY SAN PATRICIO COUNTY, TEXAS		SCALE 1" = 400'
2.			CHECKED			JOB NO.
3.						DWG. NO.
4.			APP'D			EXHIBIT 1


EXHIBIT "B"

SAN PATRICIO COUNTY, TEXAS

T.T. WILLIAMSON SURVEY, A-286



PAGE 2 OF 2

REVISION			DATE	 AIR LIQUIDE AIR LIQUIDE LARGE INDUSTRIES U.S. LP HOUSTON, TEXAS	FILE & DISK
NO.	DATE	BY	04-17-2017		
1.	04-25-2017	MCO	DRAWN BY MCO-2M		SCALE 1" = 40'
2.			CHECKED		JOB NO.
3.			APP'D		DWG. NO.
4.				PROPOSED SURFACE SITE PORT OF CORPUS CHRISTI AUTHORITY SAN PATRICIO COUNTY, TEXAS	EXHIBIT 1

DATE: May 9, 2017
TO: Port Commission
FROM: Darrin Aldrich, Director of Real Estate
Darrin@pocca.com
(361) 885-6169

**Approve an Easement and Right-of-Way Agreement with AEP Texas, Inc.
For Electrical Service to Oil Dock 15**

SUMMARY: AEP Texas, Inc. (AEP) representatives have requested an Easement and Right-Of-Way agreement to provide electrical service to Oil Dock 15. The easement will be five (5') in width and contain an aerial distribution line to service the oil dock, as depicted in the attached map. In addition, AEP will provide a minimum of twenty-five feet (25') of aerial clearance from the top of any rail at railroad crossings. The term of the easement will be thirty (30) years.

BACKGROUND: On July 16, 2016 the Port of Corpus Christ Authority broke ground on the construction of Oil Dock 15 which will accommodate trans-loading through a new 24" pipeline originating from NuStar's 900,000 barrel POCC crude oil terminal. Oil Dock 15 is designed to accommodate up to 52 feet of draft and feature a 1,100 foot slip. The dock will be capable of crude loading at a rate of 30,000 barrels per hour with three loading arms to accommodate inland and oceangoing barges.

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 – Fees are not assessed for AEP electrical service easements that serve PCCA tenants.

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

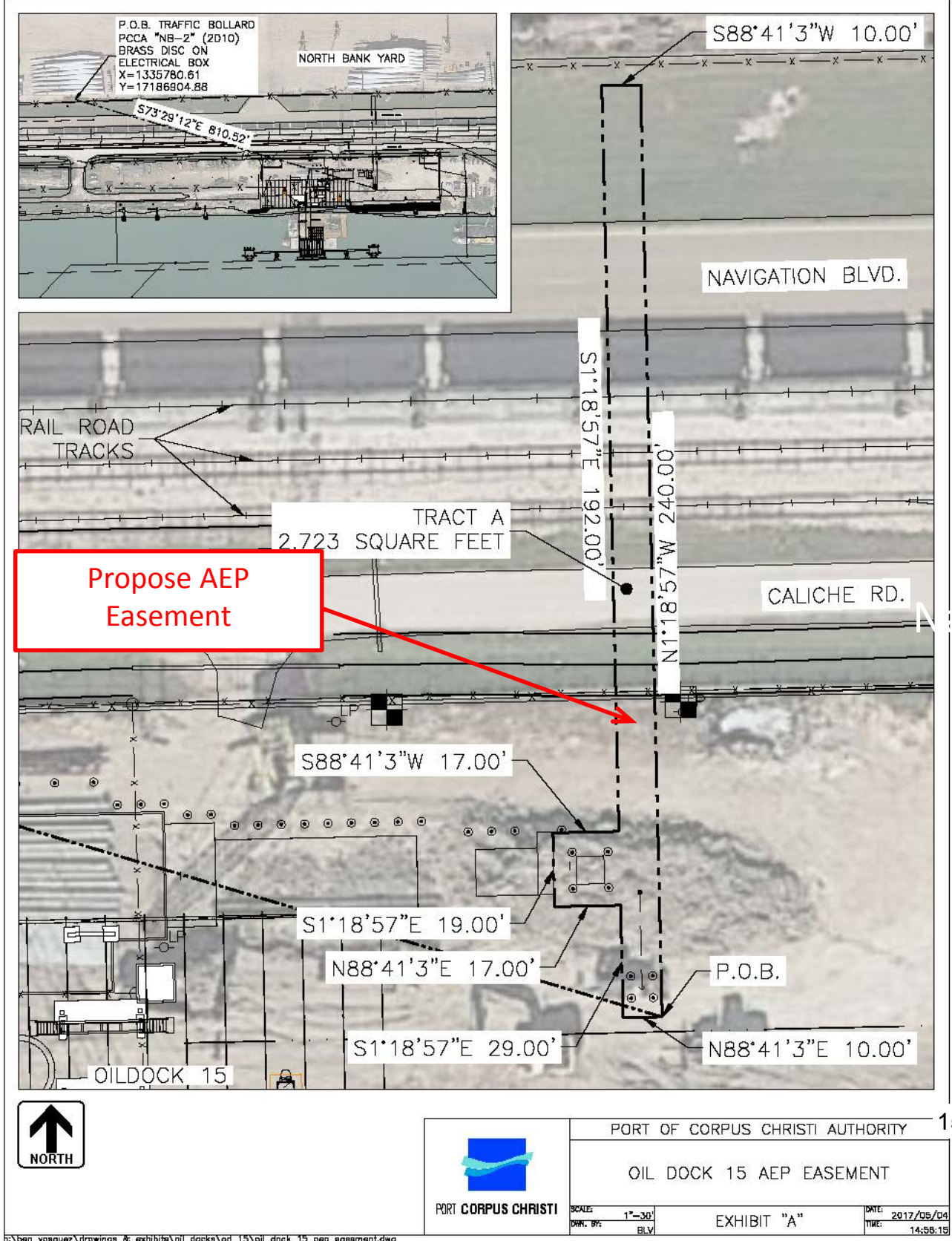
DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate
Reviewed & Approved	Darrin Aldrich David L. Krams, P.E. Brett Flint, P.E.
Legal Senior Staff	Bryan Stone John LaRue Sean Strawbridge Jarl Pedersen

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Easement Agreement
Easement Summary

Approve an Easement and Right-of-Way Agreement with AEP Texas, Inc. For Electrical Service to Oil Dock 15



**EASEMENT AND
RIGHT-OF-WAY AGREEMENT**

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, acting herein by and through its Port Commissioners hereunto duly authorized (hereinafter called "Authority") for and in consideration of Ten and NO/100 Dollars (\$10.00) and other good and valuable considerations, including the covenants and conditions herein made and provided to be kept and performed by Grantee, has GRANTED AND CONVEYED and by these presents does GRANT AND CONVEY to **AEP TEXAS INC.**, a Delaware Corporation (hereinafter, together with its successor and assigns, called "Grantee"), an easement and right-of-way (hereinafter called the "Easement") over, across and upon the property depicted in Exhibit "A" and described in Exhibit "B" attached hereto for the purpose of constructing, operating, reconstructing, enlarging, replacing, upgrading, inspecting, patrolling, repairing, maintaining, and removing electric distribution lines consisting of poles or towers made of wood, metal or other materials, wires, circuits, static wires, communication circuits, crossarms, insulators, guy wires, and all other necessary or desirable appurtenances (the "Distribution Line").

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, the rights and privileges hereby conveyed for a term of 30 years, and subject to the exceptions and reservations herein set forth, and upon the following covenants and conditions which are a part of the consideration for this grant, which covenants and conditions are and shall be construed as covenants running with the land, and which covenants and conditions, by its acceptance hereof, Grantee covenants and agrees to keep and perform.

This Easement is granted subject to the following:

A. Type of Distribution Line. The Distribution Line shall be electric distribution cables together with conduits, static wires, communication circuits and other appurtenances as deemed appropriate by Grantee. All underground power conductors are to be encased in a 6-inch HDPE conduit with a minimum wall thickness of .6 inches or maximum standard Dimension Ratio (SDR) of 11 that shall be buried and maintained so that the top thereof should be at least fifty-nine inches (59") below the top of any existing surfaces elsewhere for the full length of the underground segment. Transitions to above-ground lines shall be at as steep a slope as practical. Grantee shall provide a minimum of twenty-five feet (25') of aerial clearance from the top of any rail at railroad crossings. Grantee shall place caution markers at all transition points of the Distribution Line from above ground to below ground. All of the Authority's other underground utilities near the location of the conduit run and new poles on the south end for the new Distribution Line are to be located in the field by excavation or other means and shall be protected during installation of poles, foundations, power lines, guy wires and other elements. Any damage or disruption of fiber service or other utilities will be corrected immediately at the Grantee's cost and to the satisfaction of the Grantor.

B. Access. The rights of ingress and egress hereinabove referred to given to Grantee shall be confined to the above-described easement area. Grantee shall have the right to cross Authority's adjacent land, store materials or equipment thereon or to conduct any of its operations thereon only if the prior consent of the Authority is obtained in writing, which consent will not be unreasonably withheld. Except in the case of an emergency, Grantee agrees to notify the Authority not less than 72 hours prior to its employees, agents or contractors entering upon the easement area for construction, maintenance, repairs or other operations.

C. Construction, Maintenance and Use. Grantee shall construct and maintain the Distribution Line in a good and workmanlike manner and in compliance with all applicable governmental and industry standards for construction and maintenance of the same, and in accordance with the Grantor's current requirements as detailed in the Port of Corpus Christi Authorities current Project Manual.

Grantee's use of the Easement herein granted and its operations in relation to it shall at all times comply with all laws, statutes, rules and regulations of federal, state and local government.

Grantee shall furnish the Authority upon completion of the installation of the Distribution Line or any modification thereof an as-built drawing of the location of the Distribution Line and any such modification.

Grantee shall be responsible for coordination of its construction and use in the easement area with any other existing users and easement holders near the Easement. Grantee shall promptly restore any portion of the easement area damaged by Grantee to substantially its original condition. All restoration work shall be appropriately tested at Grantee's expense.

Grantee must submit to Authority plans for any proposed improvements on the easement area ("Plans"), and the Plans must be approved in writing by the Director of Engineering Services of Authority prior to the commencement of construction of the same, which approval shall not be unreasonably denied, delayed or conditioned. To facilitate the Authority's review, two sets of final for-construction plans that clearly define the project must be submitted to Authority along with electronic files for its prior approval. The drawings must be prepared on a standard engineering format (24" x 36" drawings) and show all physical features and improvements in and around the project site and must be signed and sealed by a Professional Engineer registered in the State of Texas. Any approval, comments or denial of the Plans by the Authority shall be promptly made to Grantee within 30 Business Days after submittal. Further, Authority shall prepare detailed comments or responses to the Plans in order to direct Grantee on the action needed to have the Plans revised and approved. Within 60 days of the completion of the work depicted on the Plans, Grantee will provide Authority with one set of As-Built or Record Drawings on a standard engineering format (24" x 36" drawings) and in an electronic file format acceptable to the Authority.

D. Reservations and Exceptions. The Easement is further made subject to any restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement whether or not appearing of record in the Official

Public Records of Nueces County, Texas, to the extent that said items and matters are in effect and validly enforceable.

E. Indemnity. GRANTEE HEREBY RELEASES AND DISCHARGES AUTHORITY FROM LIABILITY FOR, AND ASSUMES THE RISK OF LOSS OR DAMAGE TO THE PROPERTY OF GRANTEE, AND THE PERSONAL INJURY OR DEATH OR ANY PERSON EMPLOYED BY GRANTEE, AND GRANTEE EXPRESSLY AGREES TO DEFEND, INDEMNIFY, REIMBURSE AND HOLD AUTHORITY, ITS AGENTS, SERVANTS, EMPLOYEES AND COMMISSIONERS, HARMLESS FROM ALL CLAIMS, CAUSES OF ACTION, DEMANDS, DAMAGES AND LIABILITIES OF ANY KIND OR CHARACTER, INCLUDING BUT NOT LIMITED TO CLAIMS, CAUSES OF ACTION, DEMANDS, DAMAGES AND LIABILITIES IN ANY MATTER RESULTING FROM, ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY GRANTEE'S WILLFUL MISCONDUCT, NEGLIGENCE, GROSS NEGLIGENCE, DELIBERATE ACTS, STRICT LIABILITY IN TORT, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BREACH OF ANY TERM OR CONDITION OF THIS EASEMENT, INCLUDING THAT CAUSED BY ANY OF THE GRANTEE'S AGENTS, CONTRACTORS, EMPLOYEES, INVITEES OR LICENSEES, ACTIVITIES DIRECTLY RELATED TO THIS EASEMENT OCCURRING IN, DURING OR AFTER THE TERM OF THIS EASEMENT, SAVE AND EXCEPT SUCH DAMAGES AS MAY BE CAUSED BY THE NEGLIGENCE OF THE AUTHORITY, ITS AGENTS, CONTRACTORS, EMPLOYEES, INVITEES OR LICENSEES IT BEING INTENDED THAT GRANTEE WILL INDEMNIFY AUTHORITY FOR GRANTEE'S PROPORTIONATE FAULT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE, WHICH CAUSES SUCH DAMAGES. IT IS EXPRESSLY AGREED THAT SHOULD GRANTEE FAIL OR REFUSE TO PARTICIPATE IN THE SETTLEMENT OF A CLAIM FOR DAMAGES, THEN AUTHORITY MAY SETTLE WITH THE CLAIMANT WITHOUT PREJUDICE TO AUTHORITY'S INDEMNITY RIGHTS SET FORTH HEREIN, IT BEING EXPRESSLY RECOGNIZED THAT A SETTLEMENT AFTER DEMAND ON GRANTEE WILL CONSTITUTE A SETTLEMENT OF THE PROPORTIONATE FAULT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, OF BOTH GRANTEE AND AUTHORITY, WHICH SETTLEMENT MAY LATER BE APPORTIONED BETWEEN AUTHORITY AND GRANTEE.

TO THE EXTENT PERMITTED BY LAW, AUTHORITY HEREBY RELEASES AND DISCHARGES GRANTEE FROM LIABILITY FOR, AND ASSUMES THE RISK OF LOSS OR DAMAGE TO THE PROPERTY OF AUTHORITY, AND THE PERSONAL INJURY OR DEATH OF ANY PERSON EMPLOYED BY AUTHORITY, AND AUTHORITY EXPRESSLY AGREES TO DEFEND, INDEMNIFY, REIMBURSE AND HOLD GRANTEE, ITS AGENTS, SERVANTS, EMPLOYEES AND COMMISSIONERS, HARMLESS FROM ALL CLAIMS, CAUSES OF ACTION, DEMANDS, DAMAGES AND LIABILITIES OF ANY KIND OR CHARACTER, INCLUDING BUT NOT LIMITED TO CLAIMS, CAUSES OF ACTION, DEMANDS, DAMAGES AND LIABILITIES IN ANY MATTER RESULTING FROM, ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY AUTHORITY'S WILLFUL MISCONDUCT, NEGLIGENCE, GROSS NEGLIGENCE, DELIBERATE ACTS, STRICT LIABILITY IN TORT, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BREACH OF ANY TERM OR CONDITION OF THIS EASEMENT, INCLUDING THAT CAUSED BY

ANY OF THE AUTHORITY'S AGENTS, CONTRACTORS, EMPLOYEES, INVITEES OR LICENSEES, ACTIVITIES DIRECTLY OR INDIRECTLY RELATED TO AUTHORITY'S USE OF THE EASEMENT OR ITS SURROUNDING PROPERTIES AND OCCURRING IN, DURING OR AFTER THE TERM OF THIS EASEMENT, SAVE AND EXCEPT SUCH DAMAGES AS MAY BE CAUSED BY THE NEGLIGENCE OF THE GRANTEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, INVITEES OR LICENSEES, IT BEING INTENDED THAT AUTHORITY WILL INDEMNIFY GRANTEE FOR AUTHORITY'S PROPORTIONATE FAULT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE, WHICH CAUSES SUCH DAMAGES. IT IS EXPRESSLY AGREED THAT SHOULD AUTHORITY FAIL OR REFUSE TO PARTICIPATE IN THE SETTLEMENT OF A CLAIM FOR DAMAGES, THEN GRANTEE MAY SETTLE WITH THE CLAIMANT WITHOUT PREJUDICE TO GRANTEE'S INDEMNITY RIGHTS SET FORTH HEREIN, IT BEING EXPRESSLY RECOGNIZED THAT A SETTLEMENT AFTER DEMAND ON AUTHORITY WILL CONSTITUTE A SETTLEMENT OF THE PROPORTIONATE FAULT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, OF BOTH AUTHORITY AND GRANTEE, WHICH SETTLEMENT MAY LATER BE APPORTIONED BETWEEN AUTHORITY AND GRANTEE.

EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, IT IS THE INTENT OF THE PARTIES HERETO THAT ALL INDEMNITY OBLIGATIONS AND LIABILITIES ASSUMED UNDER THE TERMS OF THIS EASEMENT BE WITHOUT MONETARY LIMIT. THE INDEMNITY CONTAINED IN THIS PARAGRAPH APPLIES, WITHOUT LIMITATION, TO ANY VIOLATION OF ANY APPLICABLE ENVIRONMENTAL LAW IN EFFECT DURING THE TERM OF THIS EASEMENT, INCLUDING ANY EXTENSION, AND ANY AND ALL MATTERS ARISING OUT OF ANY ACT, OMISSION, EVENT OR CIRCUMSTANCE EXISTING OR OCCURRING DURING THE TERM OF THIS EASEMENT, INCLUDING ANY EXTENSIONS, REGARDLESS OF WHETHER THE ACT, OMISSION, EVENT OR CIRCUMSTANCE CONSTITUTED A VIOLATION OF ANY APPLICABLE ENVIRONMENTAL LAW AT THE TIME OF ITS EXISTENCE OR OCCURRENCE.

F. Assignment. The rights herein granted may not be assigned without the prior written consent of the Authority, which consent will not be unreasonably withheld; if the Authority withholds consent, the Authority will provide written notice within 30 days from date of notice of assignment to third parties by Grantee; failure to provide such written notice within the said 30 days shall constitute acceptance of assignment.

The Authority, however, consents to the assignment of the Easement to any corporation that is an affiliate of and controlled by, Grantee, or to a parent corporation of Grantee or a subsidiary corporation of such parent corporation.

The Easement shall be deemed a covenant running with the land and shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. Assignment in accordance with this paragraph shall relieve Grantee from liability for the performance of the covenants and indemnities hereof.

G. Relocation. The Authority may require Grantee to remove, lower, raise, or relocate the Distribution Line, equipment, facilities and appurtenances situated in the Easement in the event the Authority wants to use the Easement property for construction of Authority facilities or other Authority uses and the Distribution Line becomes a hindrance or interferes with any such future uses of the property. In such event, the cost of such removal, lowering, raising or relocation shall be paid solely by Grantee. In the event of such removal, lowering, raising, or relocation, the Authority will provide Grantee with an alternate easement, using its best efforts, on Authority land in a location that is reasonably acceptable to Grantee and at no additional cost to Grantee.

H. Compliance with all Laws. The rights and privileges associated with the Easement granted under this agreement shall not be exercised in a manner so as to violate any standards or provisions of any applicable common law or legislation, or the rules, regulations or policies of any regulatory body, whether Federal, State municipal or county, including without limitation, applicable standards, legislation, rules and regulations relating to the protection of the environment.

I. Exhibits. All exhibits attached hereto are hereby incorporated herein by this reference and made a part hereof for all purposes.

J. Notice. Any notice or demand which either party hereto may desire to serve upon the other shall be sufficiently served if deposited in the United States mail, postage prepaid and certified or registered, or delivered by a regularly established courier service, or hand delivered, addressed, in the instances of Authority to:

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

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

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

K. Severability/Interpretation. In case any one or more of the provisions contained in this agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Whenever required by the context, as used in this agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.

L. Counterparts. This agreement may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this document to physically form one document, which may be recorded.

M. Governing Law. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

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

[Signature and acknowledgement pages follow this page]

WITNESS this _____ day of _____, 2017.

GRANTOR:

PORT OF CORPUS CHRISTI AUTHORITY

By: _____
John P. LaRue, Executive Director

GRANTEE:

AEP TEXAS INC.

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

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

NOTARY PUBLIC, STATE OF TEXAS

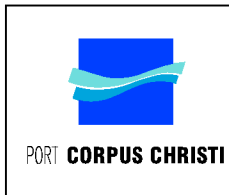
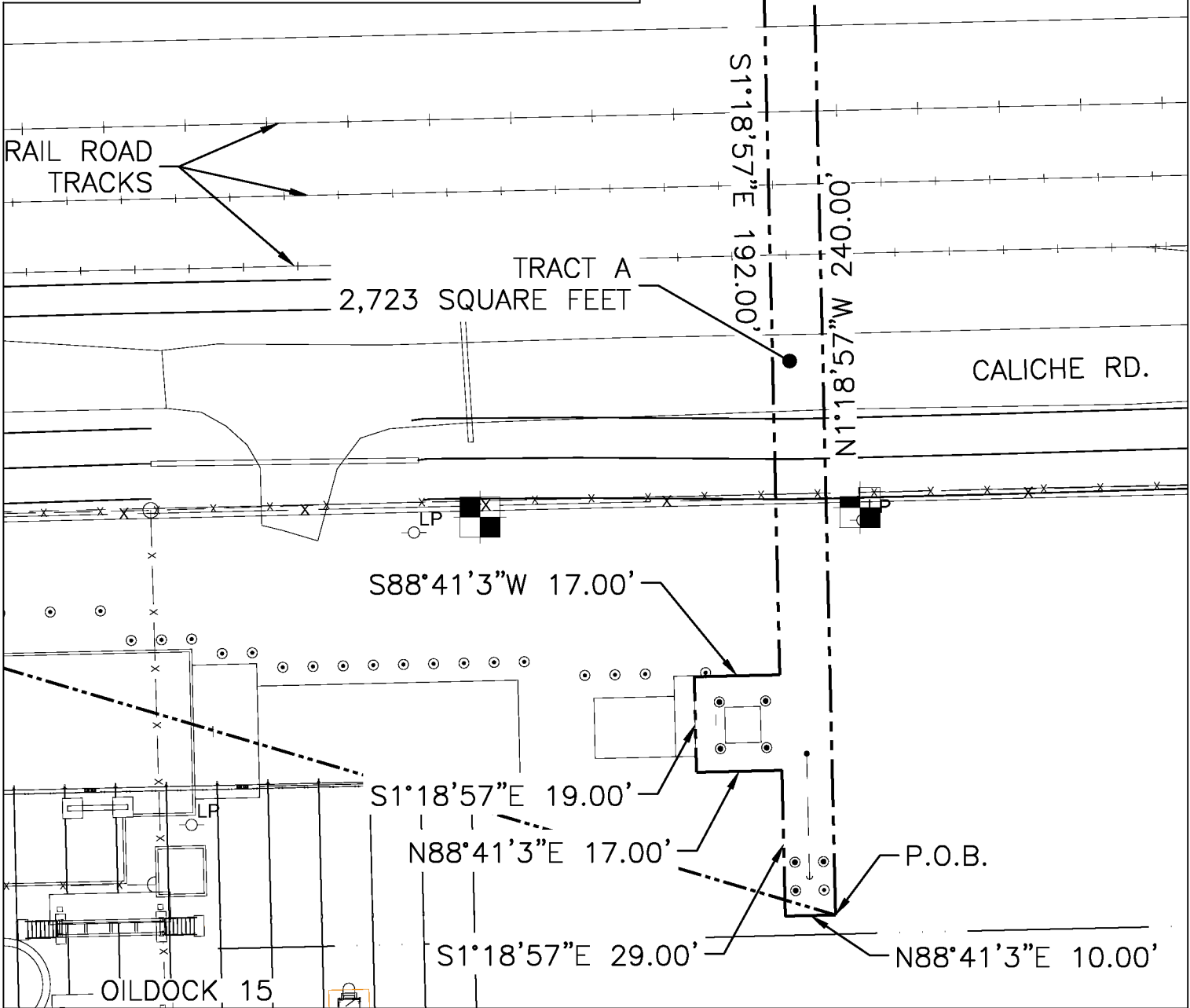
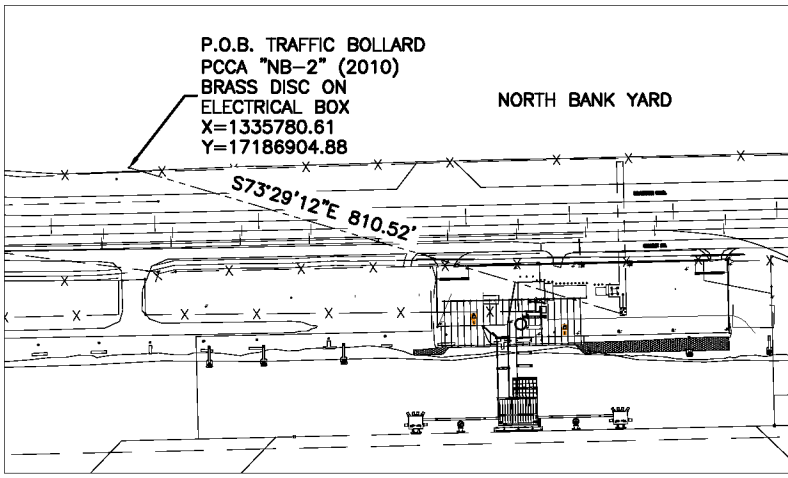
My Commission Expires: _____

THE 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: _____



PORT OF CORPUS CHRISTI AUTHORITY

161

OIL DOCK 15 AEP EASEMENT

SCALE: 1"=30'
DWN. BY: BLV

EXHIBIT "A"

DATE: 2017/04/07
TIME: 13:32:15

Exhibit B – Metes & Bounds Description

TRACT A
2,723 Square Feet Tract

Utility easement out of the submerged land patented to Nueces County Navigation District (now known as Port of Corpus Christi Authority) by the State of Texas on May 7, 1930, recorded in Vol. 192 page 579 and referred to as Patent 84 (Section 939). Said easement further described as follows:

COMMENCING at a brass disc having the name “PCCA ‘NB-2’ (2010)”, located on an electrical box inside the PCCA North Bank Yard, and having state plane coordinates of $X = 1335780.61$ and $Y = 17186904.88$. Then, South $73^{\circ} 29' 12''$ East, a distance of 810.52 feet to the Southeast corner to the **POINT OF BEGINNING**;

THENCE, North $1^{\circ} 18' 57''$ West, a distance of 240.00 feet to a point for the Northeast corner of this tract;

THENCE, South $88^{\circ} 41' 3''$ West, a distance of 10.00 feet to a point for the Northwest corner of this tract;

THENCE, South $1^{\circ} 18' 57''$ East, a distance of 192.00 feet to a point for an interior corner of this tract;

THENCE, South $88^{\circ} 41' 3''$ West, a distance of 17.00 feet to a point for an exterior corner of this tract;

THENCE, South $1^{\circ} 18' 57''$ East, a distance of 19.00 feet to a point for an exterior corner of this tract;

THENCE, North $88^{\circ} 41' 3''$ East, a distance of 17.00 feet to a point for an interior corner of this tract;

THENCE, South $1^{\circ} 18' 57''$ East, a distance of 29.00 feet to a point for the Southwest corner of this tract;

THENCE, North $88^{\circ} 41' 3''$ East, a distance of 10.00 feet to the **POINT OF BEGINNING** of this tract, said tract containing 2,723 square feet, more or less.

Note: Description and map derived from office records and not from a ground survey. State Plane Coordinate System are shown in the North American Datum 83 (NAD83) Texas South Plane FIPS 4205.

See attached drawing dated April 5, 2017.

DATE: May 9, 2017
TO: Port Commission
FROM: John LaRue, Executive Director
john@pocca.com
361.816.3604

EXECUTIVE DIRECTOR'S REPORT

SAFETY

OH&S Management System

Immediately following Commission's approval of the Port's safety consultants, EnSafe's VP of Health and Safety Services, Mike Palmer and Sr. Project Director, Glen Bianchi began their comprehensive Safety Gap Analysis of the Port. Mr. Palmer and Mr. Bianchi were given an extensive tour. They were able to visit each department and conducted in-depth interviews with numerous employees, including key senior staff. They are in the process of connecting with executive and have already begun the process of compiling information for reporting. Once all interviews are complete, the final report can be generated and presented to the Port.

SAFETY LUNCHEON

April 11, 2017 was our 2nd quarter Safety Lunch 'N Learn. We had Commissioner Bowers in attendance. Our guest speaker was John Metz from the National Weather Service and he gave a presentation on being 'Storm Ready'. The responses were very positive and we had a great turn-out.

SAFETYMIRROR

The final SafetyMirror Workshop for the remainder of Port staff was completed April 19th. One-on-one coaching sessions for the final workshop are nearly complete. The importance of coaching has two critical aspects to support a strong safety culture: solid safety processes and employees knowledgeable in their personal SafetyDNA. The program enables employees to make better choices in potential exposure situations.

SAFETY EXCELLENCE AWARD

For the fourth year in a row the Port will be recognized June 8, 2017 for our safety excellence at the annual Industrial Industry Safety Excellence Awards Program and Banquet presented by Contractors Safety Council of the Coastal Bend, Inc.

Texas Mutual Insurance Company

Senior Safety Consultant Bill Luther, who works with our new Workers Compensation Insurance Company visited the Port to review and update their records on the Port's business and operations as well as offer support, where possible. The response was positive and his letter is attached below for your convenience.



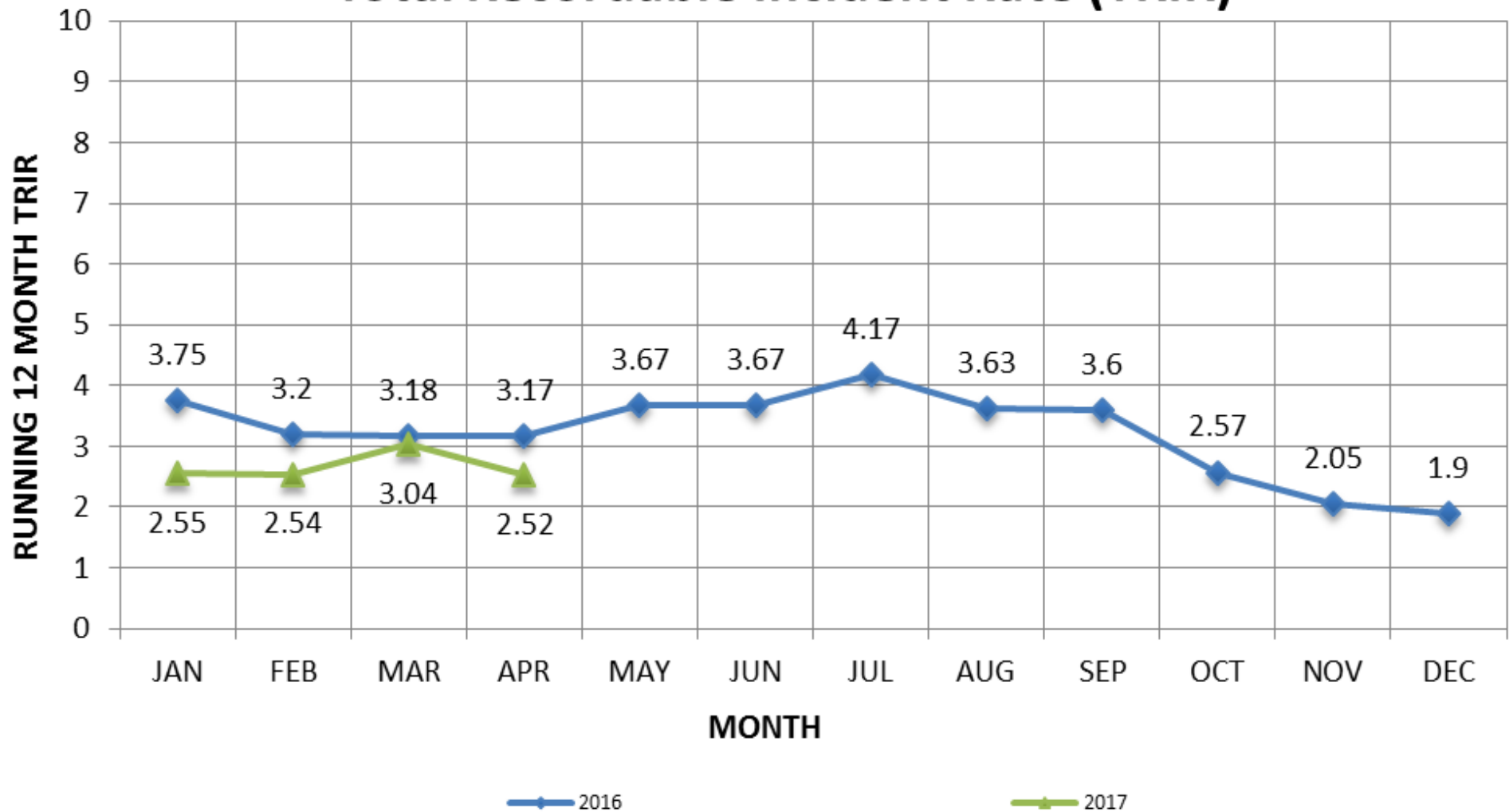
Port of Corpus Christi Authority

Monthly Safety Data Report

April 2017

PORTCORPUSCHRISTI										
	POCCA Employees Total		BMD Personnel		Maintenance Personnel		PD Personnel		Admin. & Annex Personnel	
Safety	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Number of Employees	212		21		42		47		102	
Work Hours	31,147	122,391	3,291	13,744	5,917	23,264	7,500	29,057	14,439	56,326
First Aid Cases	2	4	0	0	0	3	2	2	0	1
Recordable Injuries	0	2	0	1	0	1	0	0	0	0
Recordable Illnesses	0	0	0	0	0	0	0	0	0	0
Lost Time Cases	0	1	0	1	0	0	0	0	0	0
Number of Days Lost	0	3	0	3	0	0	0	0	0	0
Restricted Cases	0	1	0	1	0	0	0	0	0	0
Number of Days Restricted	0	0	0	0	0	0	0	0	0	0
TOTAL RECORDABLES	0	2	0	1	0	1	0	0	0	0
INCIDENT RATE (YTD)		3.27		14.55		8.60		0.00		0.00
Types of Injuries										
Slips/Trips/Falls	1	2	0	0	0	0	1	1	0	1
Struck By	0	0	0	0	0	0	0	0	0	0
Strains/Sprains	0	2	0	0	0	2	0	0	0	0
Cuts/Lacerations/Punctures	1	2	0	0	0	1	1	1	0	0
Back Injuries	0	0	0	0	0	0	0	0	0	0
Heat Stress	0	0	0	0	0	0	0	0	0	0
Insect Bites	0	0	0	0	0	0	0	0	0	0
Other	0	2	0	1	0	1	0	0	0	0
TOTAL	2	8	0	1	0	4	2	2	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			
96	768			34			272			
Date of Last Lost Time Case	Date of Last Recordable			12 Month Rolling Average						
Wednesday, January 25, 2017	Tuesday, March 28, 2017			May 2016 - April 2017:			396,075	Manhours Worked		
				Total Recordable Incident Rate (TRIR):			2.52			

12 MONTH AVG Total Recordable Incident Rate (TRIR)





Incident Report for the Month of March

Safety Suggestions

Incident 1

Employee 1 was refueling a Port vehicle and was unable to start the vehicle. Employee 1 then contacted employee 2 to diagnose the problem with the vehicle. During the diagnosis of the vehicle, employee 2 got under the vehicle to diagnose the problem and removed safety glasses. When employee 1 went to start the vehicle a piece of metal fell into the left eye. Employee 2 immediately notified employee 1 and washed out eyes.

Injury Prevention

- Personal Protective Equipment
- Job Safety Analysis
- Lock Out Tag Out

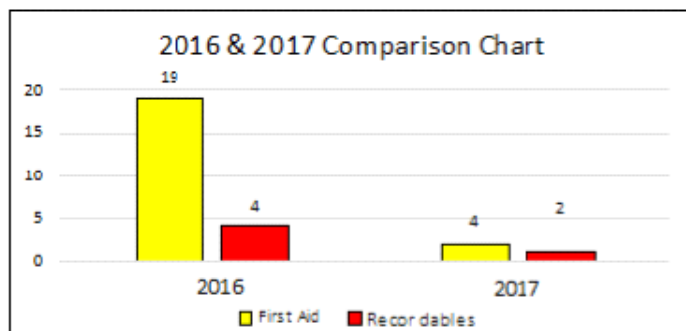
Incident 2

A Port employee was working on a fence and in the process of tightening a carriage bolt the employee's hand slipped and injured left index finger. The employee immediately notified their supervisor.

Injury Prevention

- Personal Protective Equipment
- Job Safety Analysis
- Awareness of surroundings

- Place surveillance cameras in stairwells.
Status: Researching
- Have the Port offer a Self-Defense class
Status: Researching
- Make stickers for fleet vehicles to remind about safety rules
Status: In Process
- Install spotlights for working in the Maint. Dept.
Status: In Process
- Maint. Install notification lights to alert drivers of crosswalk
Status: In Process
- Storm water drain at Maintenance is galvanized, suggest Stainless Steel. Also needs a ladder to access Storm Water Filter System
Status: Researching
- Car lift needs an alarm when raising/lowering so employees can hear beeps
Status: In Process
- Need better lighting on Eastside of garage door areas-suggest LED Directional lighting on both sides of garage
Status: In Process



March Port TRIR: 3.04

2017 Injuries:

Slips/Trips/Falls = 1

Struck By = 0

Strain/Sprain = 2

Cuts/Lacerations = 1

Other = 2





April 4, 2017

Angela Leyva, Safety Manager
Port Corpus Christi
P. O. Box 1541
Corpus Christi, Texas 78403

Email Address: angela@pocca.com
Policy Number: 0001317198

Dear Angela,

This letter confirms my visit with you at your office located at 222 Power Street in Corpus Christi on April 4, 2017. It was a pleasure to meet and visit with you again. Thank you for taking time out of your schedule for this meeting and for placing your trust in Texas Mutual Insurance Company.

The reason for this review was to update our records on the business and operations as of the writing of the policy and to offer support, where possible, for your operations in relation to employee safety. We were able to discuss policies and procedures in place to keep employees safe, recent injuries/claims, trends in the industry, and resources Texas Mutual has that are at your disposal to help raise safety awareness.

Based on our discussion, the activities performed are satisfactory as noted at this time. The work place exposures are being recognized and there is controls in-place to help prevent/reduce accidents. There are written procedures for safety and health. There are processes in place such as new employee orientation, safety talks/meetings, training, and facility and equipment audits. Overall, workplace exposures are recognized and addressed via these types of controls.

We discussed "e-Learning". It will help train employees, verify completion and maintain records. The e-Learning tool offers approximately 200 modern, high-quality video courses on workplace safety, which will continue to grow. Each video is accompanied by a quiz at the end, and periodic check-ups throughout to help employees learn. You will be able to see the employee's score after the quiz has been completed. You can also assign courses, post reminder messages for employees and check completion statuses. e-Learning offers free recordkeeping for all courses completed through the tool for as long as you're a Texas Mutual policyholder. This can assist with fulfilling OSHA reporting requirements as well as maintaining your company's own training records. Log in to texasmutual.com, click the Safety Resources tab, and take the e-Learning tour to get started. https://www.youtube.com/watch?v=k_3YmpX_rhU&feature=youtu.be
Alternatively, here is the webinar link: <http://www.texasmutual.com/safety/Webinars/Elearning-with-Virtually-No-Hassle-Webinar-03-03-17.mp4>.



GOVERNMENT AFFAIRS

LOCAL

- Attended United Corpus Christi Chamber Government Affairs committee meeting.
- Attended PICC Public Affairs/Government Affairs committee meeting; coordinated PICC boat tour for elected officials and media.
- Attended Coastal Bend Council of Governments committee meeting.

STATE

- Ad valorem tax legislation
SB 1133 by Hinojosa—hearing held 4/12/17 in Transportation Committee; passed Senate on 4/26/17
HB 2591 by Herrero—hearing held on 4/26/17 in Ways and Means Committee
- Franchise legislation (50 years)
SB 1129 by Hinojosa—hearing held 4/12/17 in Transportation Committee; passed Senate on 4/20/17
HB 2593 by Herrero—hearing held 4/27/17 in Transportation Committee
- County Clerk Office/Check register requirement:
SB 1131 by Hinojosa--hearing held 4/12/17 in Transportation Committee; passed Senate on 4/26/17
HB 2592—hearing held 4/27/17 in Transportation Committee

FEDERAL

- Congress passed a continuing resolution to fund the federal government through April 28, 2017. The President released his 2018 budget proposal. Budget details for programs impacting ports are unclear but cuts to critical programs are expected. Government Affairs will be monitoring trade, tax reform, EPA, port security grant program, US Coast Guard funding, infrastructure package, WRDA and Harbor Maintenance Tax reform, etc.
- Meetings held with USACE and congressional offices to advance the port's channel improvement project; attended Texas Maritime Port Caucus roundtable discussion hosted by Congressman Farenthold.
- Attended AAPA conference; presentations on key policy issues affecting ports were presented.



MEMORANDUM

To: Nelda Olivo
From: Hugo Berlanga
Re: April Report
Date: April 28, 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:

After a debate lasting more than 15 hours the House passed the budget bill with a 131 to 16 vote. The House passed its \$218 billion budget which includes \$2.5 billion from the Rainy Day Fund. The House budget stripped \$43 million from Governor Greg Abbott's Texas Enterprise Fund and \$20 million from the Attorney General's budget for lawsuits. The money from these funds were used to put more money into Child Protective Services and foster care and for disabled children's physical, occupational, and speech therapy services.

On a side note during the House debate on the budget, an amendment by Rep. Abel Herrero (D-Robstown) prohibiting general revenue funds to be used for school vouchers passed 103 to 44. Rep. Briscoe Cain (R-Deer Park) tried to add an amendment to allow subsidies for students with household incomes below a given baseline, the amendment failed on a 117 to 27 vote. These votes are a strong indicator that the issue of school vouchers is dead in the House.

House leaders have said the Senate budget uses a \$2.5 billion accounting trick in trying to balance their version of the budget. Both House and Senate leaders made their case to the Texas Attorney General's office on the Senate's accounting maneuver to determine if it's constitutional or not. The maneuver or trick, depending on who you ask, delays a \$2.5 billion payment to the state's highway fund by one month and pushing the payment into the next fiscal year and next budget cycle. The delay allows the Senate to use the \$2.5 billion towards the budget. After consideration the Attorney General offered his non-binding opinion saying the Senate's budget maneuver is constitutional. The favorable opinion of the maneuver allows it to be an option when the House and Senate conferees begin negotiations on their respective versions of the budget.

The final versions of the House and Senate budgets are very close in total spending, the House at \$218.1 billion and the Senate at \$217.7 billion. Both the House and Senate are

close in their allocations for Medicaid (House: \$63.2 billion/Senate: \$63.9 billion), public education (House: \$42.1 billion/Senate: \$42 billion), child protective services and foster care (House: \$3.5 billion/Senate: \$3.4 billion) and both completely defunded high-quality pre-kindergarten going against Governor Greg Abbott's proposed funding of \$236 million. The House and Senate differ the most on border security funding and whether or not to use a portion of the Rainy Day Fund. The Senate decided to keep border security funding at the current level of \$800 million while the House decreased funding to \$653.1 million. The House also decided to use \$2.5 billion from the Rainy Day Fund while the Senate does not touch any of the roughly \$10 billion in the fund.

The Senate budget conferees are Senators Nelson, Hinojosa, Huffman, Kolkhorst, and Schwertner and the House budget conferees are Representatives Zerwas, Longoria, S. Davis, Ashby, and L. Gonzales.

Legislation of interest to the Port:

HB 2499 by Rep. Faircloth, relating to the disposition of real property interests by navigation districts and port authorities. The bill was heard in the House Land and Resource Management Committee on 4-25-17 and left pending.

SB 28 by Sen. Creighton, relating to the financing of ports in the state. The bill was voted out of the House Select Committee on Texas Ports, Innovation and Infrastructure on 4-20-17. The bill was recommended for the Local and Consent Calendar.

SB 1129 by Sen. Hinojosa (companion bill in the House is HB 2593 by Herrero), relating to franchises granted by navigation districts. This bill passed the Senate on 4-20-17 and is now in the House awaiting referral to committee.

SB 1131 by Sen. Hinojosa (companion bill in the House is HB 2592 by Herrero), relating to the powers and duties of a designated officer of a navigation district. This bill passed the Senate on 4-26-17 and is awaiting referral to committee in the House.

SB 1133 by Hinojosa (companion bill in the House is HB 2591 by Herrero), relating to the exemption from taxes and special assessments of property of a navigation district. This bill passed the Senate on 4-26-17 and is awaiting referral to committee in the House.

The companions for SB 1129, 1131, and 1133, which are HB 2593, 2592, and 2591 were heard in committee this week and left pending.

- Attended the House Ways and Means Committee in Austin on April 5, 2017;
- Attended the House State Affairs Committee in Austin on April 5, 2017;
- Attended the Senate Transportation Committee on Port bills SB 1129, 1131, and 133 in Austin on April 12, 2017;

- Attended the House Select Committee on Texas Ports, Innovation and Infrastructure on Port bill HB 4021 in Austin, on April 12, 2017;
- Attended the House Ways and Means Committee on Port bill HB 2591 in Austin on April 26, 2017;
- Attended the House Transportation Committee on Port bills HB 2592 and HB 2593 in Austin on April 27, 2017;
- BBC will continue communication with the members and staff of Senate IGR, Senate Natural Resources, Senate State Affairs, the Lt. Governor's office and House Transportation & Speaker's Office;
- BBC will continue to send notices regarding meetings and articles of interest to the Port via fax and/or e-mail.

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

From: Brian Yarbrough and Janiece Crenwelge
Date: April 30, 2017
Re: Activities on behalf of Port Corpus Christi during April 2017

April 6: Meeting with Sen. Hinojosa's Legislative Director, regarding Port legislation set for hearing in Senate Transportation on Wednesday, April 12. Discuss with John LaRue, Nelda Olivo, and Jimmy Welder the effect of limiting the scope of the franchise and tax exemption bills to only the Port of Corpus Christi. Meet with the Senate Transportation Committee to discuss same. Coordinate with representatives of other ports to express support for Port legislation.

April 7: Research, review, and prepare questions and answers on the Port's tax exemption bill to deliver to Sen. Hinojosa's office.

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

April 9: Coordinate with other Port consultants to visit the offices of Senate Transportation Committee members prior to the committee hearing on Port legislation on Wednesday, April 12.

April 11: Meetings with the offices of Sen. Kelly Hancock (R-North Richland Hills), Sen. Bob Hall (R-Canton), and Sen. Charles Perry (R-Lubbock) to review and support Port legislation.

April 12: Attend the Senate Transportation Committee hearing on the Port's bills (SBs 1129, 1131, and 1133) with Nelda Olivo and Jimmy Welder. Each bill was reported favorably from committee.

Discuss with representatives of the Port of Brownsville and the Port of Houston the need to add language related to franchises from other sections of Texas Water Code to the Port's SB 1129, relating to franchises granted by navigation districts. Meeting with Sen. Hinojosa's office regarding same. Email correspondence with John LaRue, Nelda Olivo, and Jimmy Welder regarding same.

Attend and monitor with Nelda Olivo meeting of the House Select Committee on Texas Ports, Innovation and Infrastructure. Register support for HB 4021 by Rep. Joe Deshotel (D-Beaumont), relating to the financing of ports in the state, and listen to the discussion on two bills by Rep. Todd Hunter, HB 3636, relating to the promotion of the cruise industry in this state by the Texas Economic Development and Tourism Office, and HB 3650, relating to the promotion and development of the cruise industry in this state. (Nelda Olivo testified on both.)

April 13: Meeting with the office of Sen. Eddie Lucio, Jr. (D-Brownsville), regarding the inclusion of the Port of Brownsville and other ports in Sen. Lucio's Senate district in proposed franchise legislation. Lunch meeting with Rep. Abel Herrero's office regarding Port bills.

April 14: Review of Texas Register for state agency actions relating to POCCA and transmittal to staff.

April 17: Meeting with House Ways & Means committee staff to discuss the Port's property tax legislation, HB 2591, and setting the bill for a committee hearing.

April 19: Attend and monitor the Senate Transportation Committee hearing on the Texas Ports Association omnibus legislation, SB 1395 by Sen. Brandon Creighton (R-Conroe). Meeting with Rep. Todd Hunter's staff regarding status of Port bills and the need for House hearings.

April 20: Meetings with the offices of Sen. Hinojosa and Rep. Herrero after the Port's franchise bill, SB 1129, passed the Senate without an amendment to include the Port of Brownsville – discuss a committee substitute in the House.

April 21: Send notification of House committee hearings for the Port's legislative agenda to John LaRue, Nelda Olivo, and Jimmy Welder to coordinate Port attendance and testimony for April 26th and 27th. Teleconference with Nelda Olivo to discuss hearings and two other pieces of legislation, HB 4275 by Rep. J.M. Lozano, relating to the creation of the Ingleside Improvement District, and SB 2265 by Sen. Larry Taylor (R-Friendswood), relating to the Gulf Coast Waste Disposal Authority and expanding the territory and powers of the authority.

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

April 23-24: Coordinate with other Port consultants to visit the offices of House Ways & Means and House Transportation Committee members prior to Port bill hearings on April 26th and 27th.

April 24-25: Meetings with the offices of Representatives Dennis Bonnen (R-Angleton), Dwayne Bohac (R-Houston), Geanie Morrison (R-Victoria), Jim Murphy (R-Houston), Andrew Murr (R-Junction), Hugh Shine (R-Temple), Drew Springer (R-Muenster), Phil Stephenson (R-Wharton), and Ed Thompson (R-Pearland) prior to House bill hearings on Port legislation.

April 25: Meeting with the office of Rep. Herrero to confirm that the Port's franchise bill will be modified to include the Port of Brownsville. Share new language with the Port of Brownsville.

April 26: Attend the House Ways & Means Committee hearing on HB 2591, the property tax legislation, with Jimmy Welder. Lunch meeting with the office of Sen. Hinojosa.

Meeting with Jimmy Welder, Rep. Lozano's staff, and proponents of the Ingleside Improvement District bill (HB 4275) to discuss the legislation.

April 27: Attend the House Transportation Committee hearing on HBs 2592 and 2593 with Jimmy Welder. Conference with Jimmy Welder, Texas Ports Association, and the office of Sen. Charles Schwertner (R-Georgetown) regarding eminent domain implications in the omnibus Ports Association bill.

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

April 1-30: Conferences with the offices of Sen. Hinojosa, Reps. Hunter, Lozano, and Herrero 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.

CASSIDY&ASSOCIATES

733 Tenth Street, N.W., Suite 400
Washington, DC 20001-4886

Tel: (202) 347-0773
Fax: (202) 347-0785
www.cassidy.com

Firm Client: Port of Corpus Christi Authority, Texas

Primary Client Team: Barry Rhoads, Steven McKnight, Andrew Forbes, and Charles Brittingham II

Services Period: April 1-30, 2017

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

- Substantive consulting on federal government issues on behalf of PCCA
 - ▶ Participated in meeting between PCCA and Corps of Engineers officials.
 - ▶ Engaged in liaison and reporting on status of PCCA request for approval for use of accelerated funding, especially between Corps of Engineers and Congressional appropriations committees.
 - ▶ Report on schedule and status of release of Administration's proposed budget in May and status of nomination of senior officials.
 - ▶ Assisted in drafting post-meeting correspondence for Executive Branch and Congressional officials.
- Legislative Liaison and Monitoring
 - ▶ Arranged and accompanied PCCA Commissioner and other PCCA officials to meetings with Members of Texas Congressional delegation.
 - ▶ Attended meeting of Texas Maritime Caucus.
 - ▶ Attended Congressional reception at American Association of Port Authorities (AAPA) conference, which firm helped sponsor.
 - ▶ Scheduled meetings for PCCA officials with Professional Staff Members of Congressional committees on port matters.
 - ▶ Engaged in planning activities for AAPA events, meeting of Texas Maritime Caucus, and Congressional reception.
 - ▶ Participated in event involving PCCA Executive Director and Chairman of House Transportation and Infrastructure Committee.
 - ▶ Engaged in liaison on reintroduction of legislation to allow for Coast Guard reimbursement of PCCA expenditures for Aids to Navigation.
- Client Contact and Team Coordination
 - ▶ Engaged in regular telephone and e-mail contact on PCCA matters with Executive Director John LaRue and Government Relations Manager Nelda Olivo.
 - ▶ Coordinated involvement of Port consultants in Congressional meetings and arranged breakfast planning meeting.
 - ▶ Reviewed news media coverage of new developments at Port and other PCCA activities.

BUSINESS DEVELOPMENT

WIND ENERGY CARGO

- Vessel calls during April: Wind energy cargo vessels: 4
- Staff initiated collaboration with external wind consultant to schedule pre-arranged meetings during American Wind Energy Association expo & trade show (May 22-26).
- Staff continued discussion regarding the possibilities of long-term storage for Safe Harbor Program with multiple wind manufacturers and logistics providers
- Staff continued collaboration with Chinese wind manufacturer regarding 2017 project near Austin
- Staff continued to receive feedback comments from cargo surveyors regarding operations at Southside terminal and facilitated coordination with stevedores, new Harbor Bridge entities, military and on-campus railroad.
- Staff attended regular update meetings with local stevedore for cooperative planning purposes
- Staff provided POCC updated information to major wind manufacturer during scheduled site visit and facilitated a meeting with internal operations team
- Staff initiated collaboration with external wind consultant to schedule pre-arranged meetings during American Wind Energy Association expo & trade show (May 22-26).

PROJECT CARGO

- Vessel calls during April: Project cargo vessels: 2

DRY BULK CARGO

- Analyze Market Study to identify market cargo opportunities. Working with Rail to support target markets
- Analyzing crane options for Bulk Terminal cargoes and visited with manufacturer
- Design new brochures, support Communications/Marketing for BT
- Working with engineering on public pad expansion and improvements
- Working with dry bulk cargo, alumina hydrate, for import and distribution
- Working on Bd3 opportunities for liquid bulk cargo with various clients
- Working with new dry bulk opportunities at BT from Turkey
- Working to target new dry bulk markets with Class 1 support.

GENERAL CARGO

- Continue to work with pipe coating entity on storage needs for construction of new facility in Robstown and imports of pipe for 2017 delivery. 1 vessel arrived in April.
- Continue to work on pipe projects, Valley Crossing, on various shipments for Northside terminal. 2 vessels arrived in April.
- Supporting pipe and distribution yards at Rincon.
- Support Military deployment out of CD 8 for April. Meeting on logistics.
- Working to support mooring relocation due to bridge development.
- Working with local business to analyze dedicated barge service into POH.
- Visited with interested OEM car imports via rail and vessel.
- Preparing for new conferences in Houston for general cargo.
- Joined EDC in marketing area for new manufacturing developer.
- Visited with new midstream companies looking to develop pipelines into STX.
- Working with strategic plan in support of analyzing projects and business opportunities.

LATIN AMERICA TRADE

- We continue coordination with Tamaulipas State Governors' office for the Energy Summit planned for June. A defined date is to be confirmed by April 24. Nevertheless, various domestic and Mexican energy / logistics entities have shown interest in supporting and participating in the event.
- Attended the Mexico Energy Assembly conference which took place in Mexico City. Our CCO participated within one of the panels. We also took the opportunity to meet with top executives of PEMEX-PMI, Grupo TMM, San Luis Potosi's WTC and others who are looking forward to the expansion of importing refined petrochemical products. PCC is destined to play a key role in the not too far future.

GENERAL ACTIVITIES

- Continue to support environmental strategic plan with meetings and planning.
- Safety training on self-analysis.
- Support relocation of stevedore due to bridge development.
- Support temporary storage for developer in Robstown.
- Received a visit from an Eurasia bulk business entity who is interested in pursuing the leasing of a few acres for the construction of a bulk-grinding facility within PCC. Their business plan calls for an estimated investment of USD \$30-40 million.
- Continue working on the various tasks depicted within PCC's Strategic Plan to Foster Compatible Industrial and Maritime Development.
- Staff continued regular communications regarding on-going projects with designated carriers, agents and logistics providers towards seamless operational procedures
- Staff provided continued communication with external consultant for tariff review.

- Staff continued to monitor Oil Dock 15 project and follow-up efforts regarding temporary work site.
- Staff attended weekly update meetings with Engineering and external entities for new bridge Right-of-Way issues.
- Staff facilitated and participated in training sessions for vessel traffic agents for new online procedure effective May 3.
- Staff collaborated with Community Relations towards successful Town Hall Meeting for Gregory/Portland residents.
- Staff collaborated with Commercial team member towards successful laydown yard projection report.
- Staff collaborated with Safety Manager towards personal goal-setting initiatives.
- Staff collaborated with IT Dept. to update Tariff main page with new Notice to All Port Users regarding temporary Item 678: FOUR HOUR NOTICE TO HARBORMASTER.

FOREIGN TRADE ZONE

FTZ Manager will attend NAFTZ Annual Spring Seminar in San Antonio, TX on May 21-23, 2017. FTZ Board, CPB, and other key speakers will discuss current FTZ developments, updates, and regulatory impacting issues. FTZ Manager will then discuss these topics at FTZ Operator & CPB bi-monthly meeting on May 25, 2017.

POCCA FTZ is scheduled for Customs & Border Protection FTZ Compliance Review on April 27, 2017. FTZ Manager is working directly CBP and M&G Resin to obtain all documents and required items for this audit.

FTZ Manager continues to work with Superior Weighting Products, LLC. to obtain local tax entity letters of concurrence for their FTZ authorization application.

Voestalpine continues to work with FTZ Board and CBP for approval to modify and add another production notification request for byproducts to their active FTZ site.

ORTIZ CENTER - OVATIONS

April was another good month for us here at the Ortiz Center. Top line sales revenue for the month increased by almost a third year over year.

We were pleased to welcome back to the Ortiz Center the Boy Scouts of America for their annual Friends of Scouting Breakfast. We also held the Second Annual Vestido Rojo conference again this year. This national movement hosted here in Corpus Christi by the American Heart Association celebrates the energy, passion and power of Hispanic women to band together and wipe out our heart disease in the Coastal Bend. We were also pleased to welcome back Driscoll Children's Hospital for their annual Employee Awards, as well as the Corpus Christi Bar Association CLE day with a special luncheon presentation from the Civil Jury Project.

The Ortiz Center, along with the Port of Corpus was to present a Veterans Benefits Seminar hosted by our local American Legion, as well as, the semi-annual Food Back Gala featuring BBQ from the CC Mustangs BBQ Club, the annual Foster Angels Annual Appreciation Luncheon and the American GI Forum dinner.

As part of our commitment to the community, we are pleased to report that Spectra and the Ortiz Center provided almost \$19,000 in discounts and sponsorships to various not for profit and Community Based Organizations this month. The support given by the Ortiz Center assists these wonderful groups in their ability to generate the resources needed to provide their services throughout the Coastal Bend region.

Below are 2016 totals and numbers to-date for 2017 activity. *April financials estimated as there is still one week remaining of the financial period at the time this report is being submitted.

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	5,874	46	\$227,214
** March	6,761	56	\$296,571
1st Quarter	16,347	142	\$676,783
April	Estimated		\$190,531
May			
June			
2nd Quarter			
July			
August			
September			
3rd Quarter			
October			
November			
December			
4th Quarter			
YTD Total	16,347	142	\$867,314

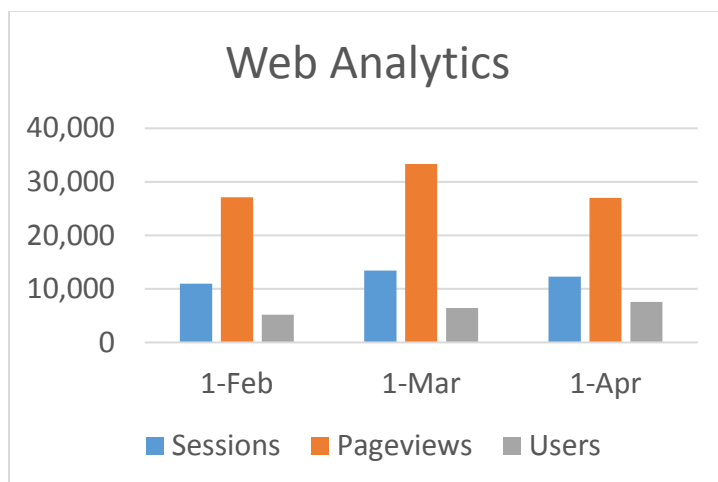
COMMUNICATIONS

March Staff & Employee Events:

- Various Marketing B2B updates meetings
- Salesforce program review meeting
- Safety Lunch meeting
- Ensafe Safety Gap Analysis meeting
- ODC Training
- Attended AAPA Spring Conference and PR Committee meeting
- Attended meeting at Mexican Embassy with Commissioner Canales
- Updating collateral pieces with department representatives
- Attended Port Commission Mtg.
- Attended Wellness Committee meetings and Luncheon
- Attended CVB monthly meeting
- Attended VSC Board Meeting
- Assisting on Harbor Bridge acquisition and relocation project
- Attended & supported RapPort – First Town Hall meeting in portland
- Supported Commissioners and Staff presentations at different area organizations
- Working on scope of potential port video project

New Media Marketing Management

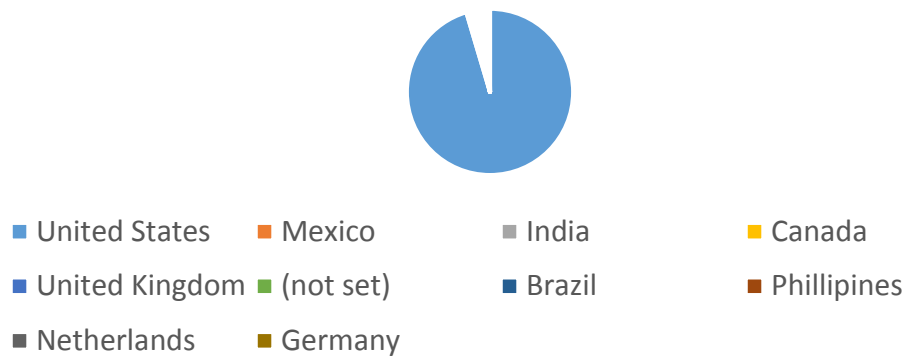
- **PortOfCorpusChristi.com (April 1 – 24, 2017)**
 - Website Analytics – Data is a little skewed being a week short. Interestingly, we have gained ~1,000 new visitors/mo since January.
 - 12,271 Sessions
 - 26,999 Pageviews
 - 7,547 Users



- User Profiles

Country	Sessions	% Sessions
United States	11,283	91.95%
Mexico	91	0.74%
India	90	0.73%
Canada	76	0.62%
United Kingdom	71	0.58%
(not set)	58	0.47%
Brazil	53	0.43%
Philippines	44	0.36%
Netherlands	39	0.32%
Germany	36	0.29%

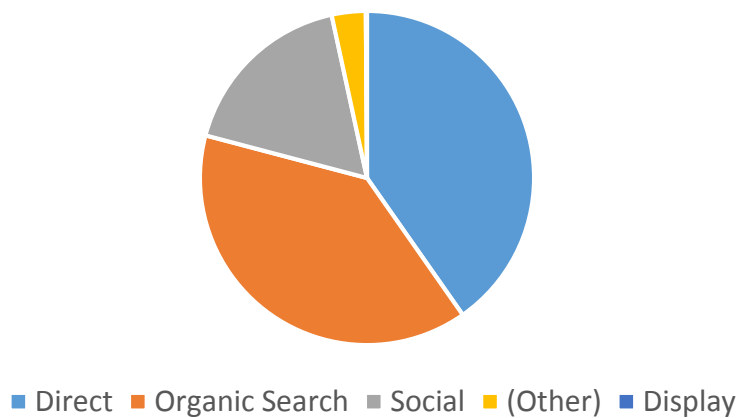
User Profiles April 2017



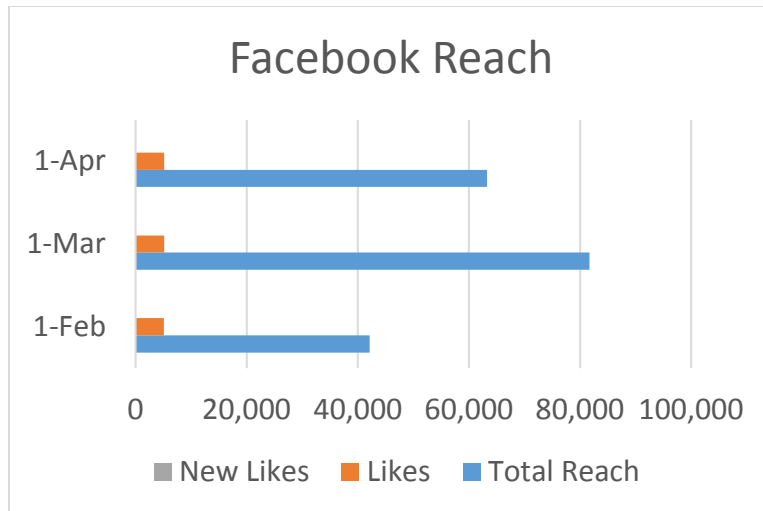
- Top Traffic Source

Source	Sessions
Direct	4,591
Organic Search	4,425
Social	1,993
(Other)	375
Display	13

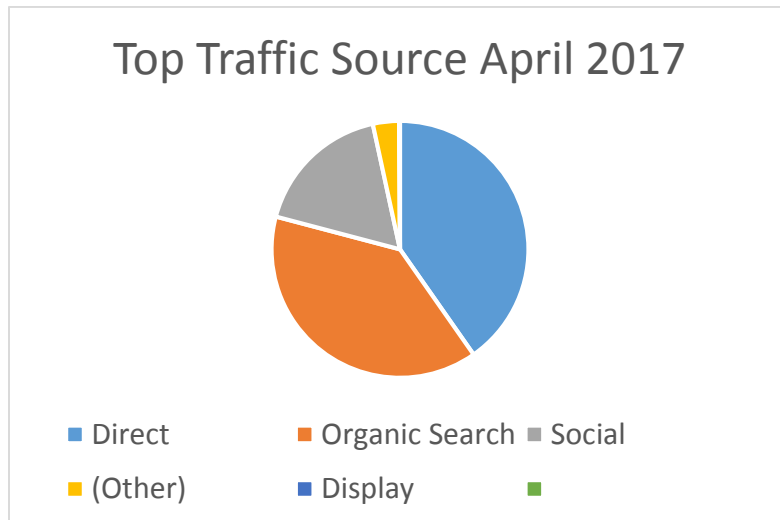
Top Traffic Source April 2017



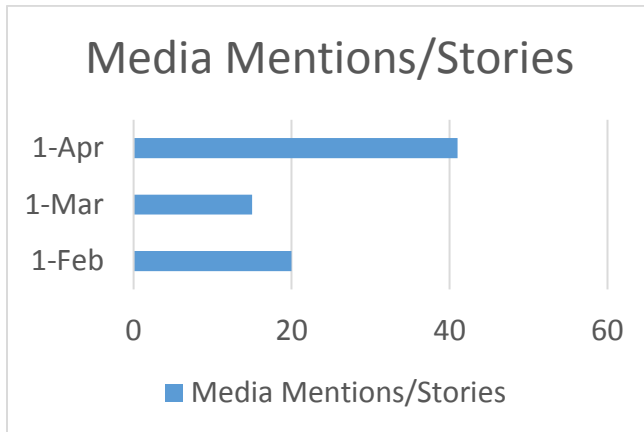
- SOCIAL MEDIA – (April 1 – 24, 2017)
 - Facebook
 - 5,162 Likes
 - 28 New Likes
 - 63,274 Total Reach (Organic)



- Twitter
 - 1,793 Followers
 - 32 New Followers
 - 7,400 Impressions (Organic)



- Media Mentions/Web Stories (April 1 – 24, 2017)
 - 41 Mentions (Communications - News and Social - EDR – April 2017) – though our data is shortened a week we have a very high level of coverage for the month.



Photo/Video/Documentary

- Employee images
- Military and wind cargo ops
- Commission items
- UAV photos of Inner Harbor areas

Media, Marketing, Community & Public Relations

- Coordinating interviews with media
- Coordinating Publication/Release of Employee Newsletter

Agency

Marketing Recap: MDR is working on several updates to Port collateral materials including:

- Wind Capabilities Flyer
- Inner Harbor Map Flyer
- Bulk Terminal Flyer
- General Brochure (accordion style)
- Steel Pipe Flyer

MDR is also working on several projects such as the Buc Days float design, several projects for the HR and Safety Departments, and working on entries for the American Association of Port Authority Communication Awards.

The Feel The Energy campaign launched on April 13th with the Corpus Christi Hooks season opener. The Port is the sponsor of TRADE OF THE GAME where two people are chosen from the berm to upgrade to seats behind home plate.

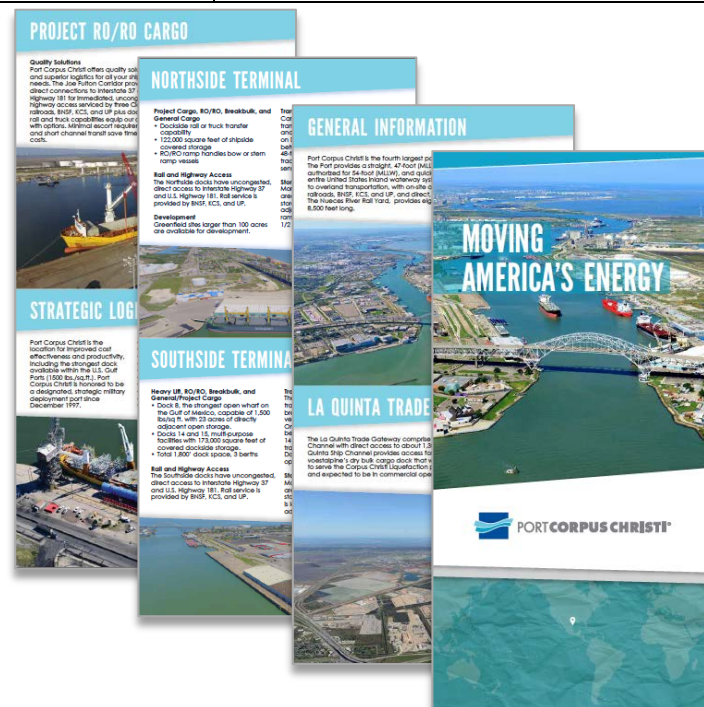
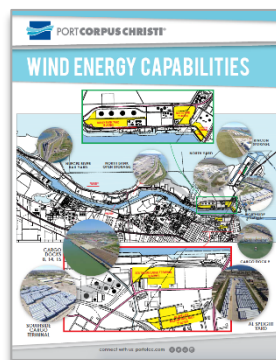
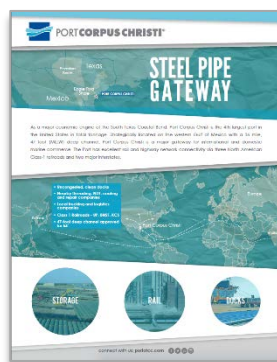
Mar '17	Apr '17	May '17
ajot.com	ajot.com breakbulk.com Latin Trade eNewsletter NACleanEnergy.com seatrade-maritime.com T21.com.mx	ajot.com America Economia eNewsletter breakbulk.com International Transport Journal eNewsleter Latin Trade eNewsletter NACleanEnergy.com seatrade-maritime.com T21.com.mx
Impressions: 187,634 Avg. CPM: N/A (added value)	Impressions: TBD* Avg. CPM: TBD*	Impressions: TBD* Avg. CPM: TBD*

Moving America's Energy – Business to Business Ad Campaign

2017 Digital Campaign: Purchased
\$125,773.09 Negotiated Added Value
\$66,059.38

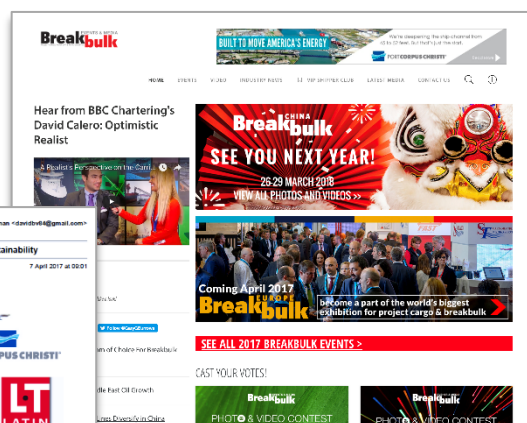
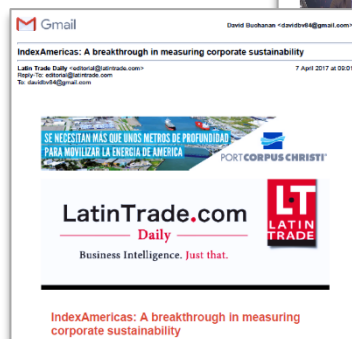
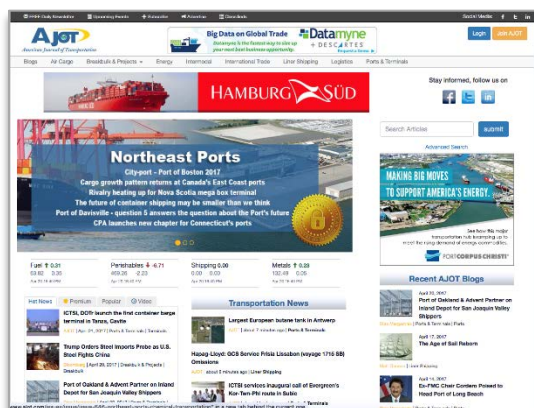
*Reports not available at the time of this report.

2017 Print Campaign: Purchased \$55,733.92
Negotiated Added Value \$38,802.41



Feb '17	Mar '17	Apr '17
No print marketing	American Journal of Transportation – Gulf Ports Issue Journal of Commerce –Ad Impact Study Port Directory	Breakbulk Magazine – Dist. at Breakbulk Europe Conference Global Trade Magazine – Pick Your Port Journal of Commerce – Mexico Trade & Logistics Southern Business & Development – Co-op with CCREDC
Circulation: N/A Avg. CPM: N/A	Circulation: 27,488 Avg. CPM: \$245.03*	Circulation: 82,011 Avg. CPM: \$143,52

***True media CPM equals \$180, with the addition of the Port Directory with a CPM of \$625 overall CPM equals \$245.03.**



Feel the Energy – Community Awareness Campaign

The Community Awareness Campaign launched on Thursday, April 13 at the Corpus Christi HOOKS season opener. Port Corpus Christi is the TRADE OF THE GAME sponsor, in which two people sitting in the berm are chosen to “trade” their seats for reserved seating. The Port’s logo is displayed on the jumbotron along with a short video to intro the program. Two (:15) Port videos play before the game, and during the game on the jumbotron as part of the sponsorship.

TRADE OF THE GAME (video donut):

https://www.dropbox.com/s/lvb3jj21264g7om/Port_17%20Trade%20of%20the%20Game_Promo%20HD.mov?dl=0


SHIP CHANNEL PROJECT (:15 video)

https://www.dropbox.com/s/4iho06vlyws7o5v/Port_17%20ShipChannel_Commerce_15%20HD_5.mov?dl=0

The campaign will also consist of pre-roll video on a network of websites that include local news sites such as KIII, KRIS and Caller Times, and this portion will launch in May.

Audience Overview

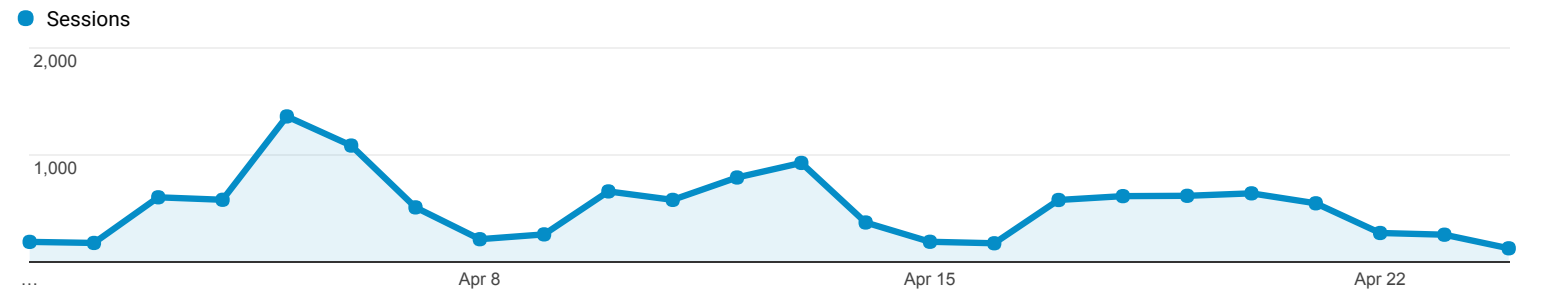
Apr 1, 2017 - Apr 24, 2017



All Users


100.00% Sessions

Overview




Sessions

12,271




Users

7,547




Pageviews

26,999




Pages / Session

2.20




Avg. Session Duration

00:02:29




Bounce Rate

55.91%

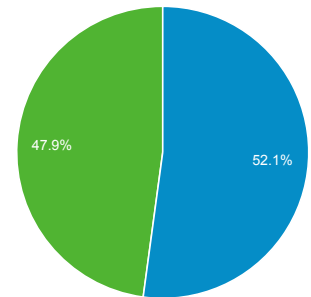


% New Sessions

52.13%



■ New Visitor ■ Returning Visitor



Country		Sessions	% Sessions
1.	United States	11,283	91.95%
2.	Mexico	91	0.74%
3.	India	90	0.73%
4.	Canada	76	0.62%
5.	United Kingdom	71	0.58%
6.	(not set)	58	0.47%
7.	Brazil	53	0.43%
8.	Philippines	44	0.36%
9.	Netherlands	39	0.32%
10.	Germany	36	0.29%



PORTCORPUSCHRISTI

EDR Major Event Tracker: April 2017

Date	Event	Location
April 3, 2017	Security Committee	Port Facilities
April 4, 2017	AAPA Spring Conference	Washington, DC
April 4, 2017	German Business Conference	Houston
April 5, 2017	Mexico Energy Assembly	Mexico City
April 10, 2017	PICC Channel Boat Tour	Port Facilities
April 11, 2017	Reverse Alert Test	Port Facilities
April 12, 2017	Portland Town Hall Meeting	North Shore
April 12, 2017	Kreston Cook Boat Tour	Port Facilities
April 12, 2017	Audit Committee Meeting	Port Facilities
April 18, 2017	Commission Meeting	Port Facilities
April 19, 2017	Safety Mirror Workshop	Port Facilities
April 19, 2017	POCC Channel Study Review	Port Facilities

HILLCREST

1.1 Port of Corpus Christi

(a) Summary of activities

In April, we presented 20 acquisition offers through 4/26/2017. YTD we have made 62 offers. Of the 62 offers presented 39 have been accepted.

Team DRA closed 2 properties in April and expect to close on 4 additional properties in May.

Team DRA spent time answering each inquiry and provided the necessary information to address each concern.

Below is a summary of meetings and events held in addition to the walk-in and telephone calls received from community members.

Date	Activity
4/1/2017	Citizen Alliance Meeting
4/1/2017	Offer presented parcel #0547
4/3/2017	A. J. Moreno program introduction meeting
4/4/2017	F. Rodriguez program introduction meeting
4/4/2017	Advisory Services Parcel 1002
4/4/2017	Offer presented parcel #0430
4/4/2017	Offer presented parcel #0671
4/5/2017	Staff meeting to discuss Hillcrest project
4/5/2017	Offer presented parcel #0565
4/6/2017	PORT/DRA Hillcrest/Harbor Bridge Program Status Call

4/6/2017	Hillcrest/Harbor Bridge Project Conference Call
4/7/2017	Hillcrest project weekly conference call
4/10/2017	C. Richardson program introduction meeting
4/10/2017	M. McChester program introduction meeting
4/10/2017	A. Rodriguez & M. Sayles program instruction meeting
4/10/2017	Offer presented parcel #1015
4/11/2017	Offer presented parcel #0621
4/11/2017	Offer presented parcel #0796
4/11/2017	Offer presented parcel #0803
4/11/2017	Offer presented parcel #1024
4/11/2017	F. Benetiz R. Morales program introduction meeting
4/11/2017	Credit Counselling session
4/13/2017	PORT/DRA Hillcrest/Harbor Bridge Program Status Call
4/13/2017	Hillcrest/Harbor Bridge Project Conference Call
4/13/2017	Property closed #1042
4/14/2017	Property Board – Up #1042
4/14/2017	Hillcrest program weekly conference call
4/17/2017	R. Taylor program introduction meeting
4/17/2017	R. Rangel program introduction meeting
4/18/2017	Onsite owner information

4/19/2017	Offer presented parcel #0579
4/19/2017	Offer presented parcel #0637
4/19/2017	Offer presented parcel #0802
4/20/2017	Offer presented parcel #0619
4/20/2017	PORT/DRA Hillcrest/Harbor Bridge Program Status Call
4/20/2017	Hillcrest/Harbor Bridge Project Conference Call
4/21/2017	Hillcrest program weekly conference call
4/24/2017	J. Cantu Advisory Services
4/24/2017	V. Lloyd Advisory Services
4/24/2017	Offer presented parcel #0541
4/24/2017	Offer presented parcel #1014
4/25/2017	Offer presented parcel #0722
4/25/2017	J. and W. Daily program introduction meeting
4/26/2017	Offer presented parcel #1148
4/26/2017	Offer presented parcel #1187
4/29/2017	Offer presented parcel #0581
4/29/2017	Offer presented parcel #0951

(b) Total parcels acquired by ROW Contractor /total eligible parcels

2 parcels have been purchased

(c) Information on appraisals performed on specific properties

Parcel ID	Owner Reference	Status	Parcel ID	Owner Reference	Status
410	Tovar-Rodriguez	Approved	830	Thomas	Approved
430	Milligan	Approved	833	DoubleDare	Approved
460	Mumphod	Approved	837	Castillo	Approved
468	Robledo	Initiated	839	Wolfson	Approved
473	Mazeda	Approved	840	Wolfson	Approved
477	Banda	Approved	856	Guzman	Approved
487	Aguilar	Approved	858	Wolfson	Approved
488	Aguilar	Approved	860	Grande	Approved
492	Rodrigues	Approved	862	Kinney	Approved
501	Gallegos	Approved	865	Grant	Approved
508	Zurbock	Approved	867	Hicks	Approved
510	Hill	Approved	875	Delagarza	Approved
515	Alvair	Approved	876	Perez	Approved
517	Lloyd	Approved	879	Wolfson	Approved
521	Robbins-Woods	Approved	885	Washington,et al	Approved
533	Banda	Approved	888	Guerrero	Approved
541	Fuentes	Approved	892	Rosario	Approved
544	Casarez	Approved	909	Johnson	Approved
545	Brown	Approved	911	Johnson	Approved
547	Lopez	Approved	912	Bolden	Approved
548	Flores	Initiated	938	Banda	Approved
560	Chaves	Approved	940	Lozano	Approved
562	Enriquez	Approved	944	Ortiz	Approved
565	Ray	Approved	946	Urrutia, et al	Approved
567	Wolfson	Approved	948	Torres	Approved
573	Marroquin	Approved	949	Padron	Approved
579	Wilson	Approved	951	Osswald-Murphy	Approved
581	Jenkins	Approved	952	Villarreal, et ux	Approved
582	Jefferson	Approved	953	Salas	Approved
587	Coleman	Approved	954	Calderson	Approved
590	Lopez	Approved	961	DKJS	Approved
600	Williams	Approved	968	Clacken	Approved
616	Martinez	Approved	969	Clacken	Approved
617	Martinez	Approved	974	Reyna	Approved
619	Quintero	Approved	984	Claeys	Approved

621	Rodrigues	Approved	993	Williams	Approved
637	Jenkins	Approved	1000	Ramirez	Approved
643	Smith	Approved	1002	Smith	Approved
650	Reyes	Approved	1009	Garcia	Approved
659	Olivarez	Approved	1014	Rodriguez	Approved
660	Trevino	Approved	1015	Rodriguez	Approved
671	Yancey	Approved	1018	Markham Bros	In Review
675	Carter	In Review	1024	Perez	Approved
678	Wolfson	Approved	1025	Perez	Cancelled
681	Martinez	Approved	1032	Naranjo	Approved
683	Gonzales	Approved	1034	Perry	Approved
696	Alvarez	Approved	1035	West	Approved
699	Alvarez	Approved	1041	Valdez	Approved
702	Ovalle	Approved	1042	Sanchez	Approved
709	Banda	Approved	1043	Rodgers	Approved
710	Marruffo	Approved	1045	Mircovich	Approved
715	Bardon	In Review	1046	Hall	Approved
722	Garcia	Approved	1051	Osswald	Approved
748	Garza	In Review	1052	Ayala III	Approved
752	Landeros	Approved	1099	Mungia	Approved
765	Lawson	Approved	1104	Martinez	Approved
769	Seecoud	Approved	1118	Garcia	Approved
775	Escobar	Approved	1120	Salinas	Approved
780	Vargas/McGray	Approved	1148	Maxwell	Approved
793	Ramirez-Parra	In Review	1158	Martinez	Approved
796	Perez	Approved	1160	Alvarado	Approved
797	Izaguirre Jr.	Approved	1163	Aranda	Approved
802	Pittman	Approved	1178	Galvan	Approved
803	Gutierrez	Approved	1179	Galvan	Approved
810	Guy	Approved	1186	Galvan	Approved
817	Hudgens	Approved	1187	Galvan	Approved
818	Dominguez	Approved	1189	Galvan	Approved
824	Wolfson	Initiated	M001	Navarro	Approved
828	Jackson	Approved	M003	Parra	Approved
634	Wilson	Initiated	983	Livingston	Initiated
978	Youngblood	Initiated	1012	Hernandez	Initiated
981	Johnson	Initiated	923	Clark	Initiated
1016	Berrera	Initiated	777	Aguilar	Initiated
744	Sanchez/Parker	Initiated	718	Chapa	Initiated

836	Guy	Initiated	491	Garcia	Initiated
1161	Cervantes	Initiated	615	Gonzalez	Initiated
1036	Stewart	Initiated	1100	Powell	Initiated
950	Fry	Initiated	859	Cornelius	Initiated
661	Berry	Initiated	612	Guzman	Initiated
437	Allen	Initiated	644	Vasquez	Initiated
654	Smith	Initiated	593	Garcia	Initiated
481	Drake	Initiated	982	Aranda	Initiated
783	Horcol	Initiated	1162	Rosales	Initiated
420	Serna	Initiated	526	Ortiz	Initiated
826	Porter	Initiated	845	Lott	Initiated
691	Taylor	Initiated	718	Chapa	Initiated

Legend

In Review = Appraisals that have been created and submitted through some level of review

Initiated = Appraisal has been requested and in progress

Approved = Appraisal has been approved by TxDOT

On-Hold = Appraisal that have been order and placed on-hold due to program related reasons

(d) Relocation assistance provided and to whom (owner or tenant)

Relocation activity is increasing this month with the number of acquisition offers being made. Searching for comparable and actual replacement housing is active. Affordable DS&S comparable housing remains in limited supply. 27 NOE have been presented with 2 having relocated.

As we continue the task of preparing initial relocation packages and interviewing owners, tenants and businesses, we realize that there is a significant percentage of nontraditional owners requiring substantial need for resources, referrals and extensive advisory services.

Relocation planning for year 2 and how we will handle the new population of tenants whose landlords are not selling is underway. Forms are being drafted, internal controls, practice and policies are being put in place. Advisory services are an ongoing activity. In 2017 specific advisory services were provided to the owners of the 42 offers presented.

Restrictive covenant purchases:

None purchased to date. 1 Restrictive covenant and 1 Life estate requested at this time

(e) Title work performed

To date a total of 264 titles commitments have been ordered of which 247 have been received and are under review.

Multiple family owners for onsite residents (not tenants) is an issue with several property owners. We are involved in family mediation, financial counselling and resource referrals to help cure title issues.

(f) Other services related to relocation of residents during reporting period

DRA recognized the need to provide advisory services in the form of mediation to families due to title issues. Some owner had multiple relatives on title, some of which were close family others were family that had not been seen in years, other situations pertained to ex-spouses. The relocation team in coordination with community outreach assisted owners in having these difficult conversations.

Met with local real estate agents to gather information on the current real estate market. The DRA team continues to update the Comparable Housing Study for the “Comp Book” weekly.

(g) Summary of Port’s ROW Contractor Disadvantaged Business Enterprise (DBE) % Goal

DRA is not aware of a DBE goal set for this project. However, it should be noted that DRA and one of its subcontractors are both certified DBE firms.

DRA continued to; prepare acquisition packages for property owners, conducted relocation interviews with on-site owners, landlords and small businesses primarily in home churches, collect documents, searched for comparable housing and prepare relocation packages for on-site owner's whose property appraisals were approved by TxDOT.

As requests to participate in the voluntary program continued to arrive and as program eligibility was confirmed additional title reports and appraisals were requested. The total number of title commitments ordered to date is 264, of which 247 have been received and are under review. The number of appraisals ordered increased to 175 parcels, of which 129 have been approved by TXDOT.

The 4 Community Outreach events in April focused on program participants financing and program overviews for tenants and homeowners.

Community Outreach

Four (4) community events were conducted in the month of April.

- April 11th Credit Counseling
- April 13th Lender Requirements
- April 18th Onsite Homeowner information
- April 25th Tenant information

We had 76 people attend the 4 community workshops. The largest participation was at the tenant information workshops.

As of April 25th the DRA office had 176 visitors versus 213 in March, we collected eligibility documents for 20 parcels. The phones rang all month with 191 people calling the office for assistance.

Acquisition

A total of 20 offers were made in the month of April and we closed two parcels, one on April 13th and the other will close April 27, 2017 YTD. We have made 62 offers. We have executed contracts on 15 parcels in April, bringing the total contracts executed to 39. Working with Stewart, Bay Area, San Jacinto and First Title to focus on primarily acquisition curative items. We continued to follow up with title companies on Affidavit of Heirship Questionnaires, Affidavit of Heirships, Not Same Person Affidavits. We are clearing many title issues before offers are made. (this would typically occur after the offers are made.) We delivered numerous documents to all four title companies to clear title issues before closing. As we review title commitments we are scheduling meetings to discuss all title problems.

We continued to work with all landowners (off-site and on-site) many of which are walk-ins.

Relocation

During the month of April relocation continued to meet and interview on-site owners whose properties are currently being appraised. The relocation team met with owners and answered questions regarding the status of their relocation benefits.

Relocation continues to search for available comparable housing to maintain the project comparable book. The comparable book is maintained on a weekly basis and at the end of April, there were 501 properties in the comp book and we have added 124 lease properties in the comp as we prepare for tenant relocations. Real Estate agents continue to email listings and bring their listings to the office to post them on the bulletin board.

The relocation team continues to prepare relocation packages for TXDOT to review and approve. A total of 42 relocation packages have been approved, 27 NOE have been presented. Relocation activities continue to consist of; preparing relocation packages, conducting inspections on comparable housing that will be used for establishing maximum relocation payments for residential households in the relocation packages. 8 NOE's were presented to on site owners during the month of April. Agents have also met with tenants and will begin to gather information on tenants in preparation for tenant relocation. During the month of April we conducted workshops for onsite owners and also workshops for tenant relocation. The relocation with the community outreach team attended the CAB meeting to answer questions. During the month of April, 2 onsite owners closed escrow on their replacement property and vacated their property in Hillcrest.

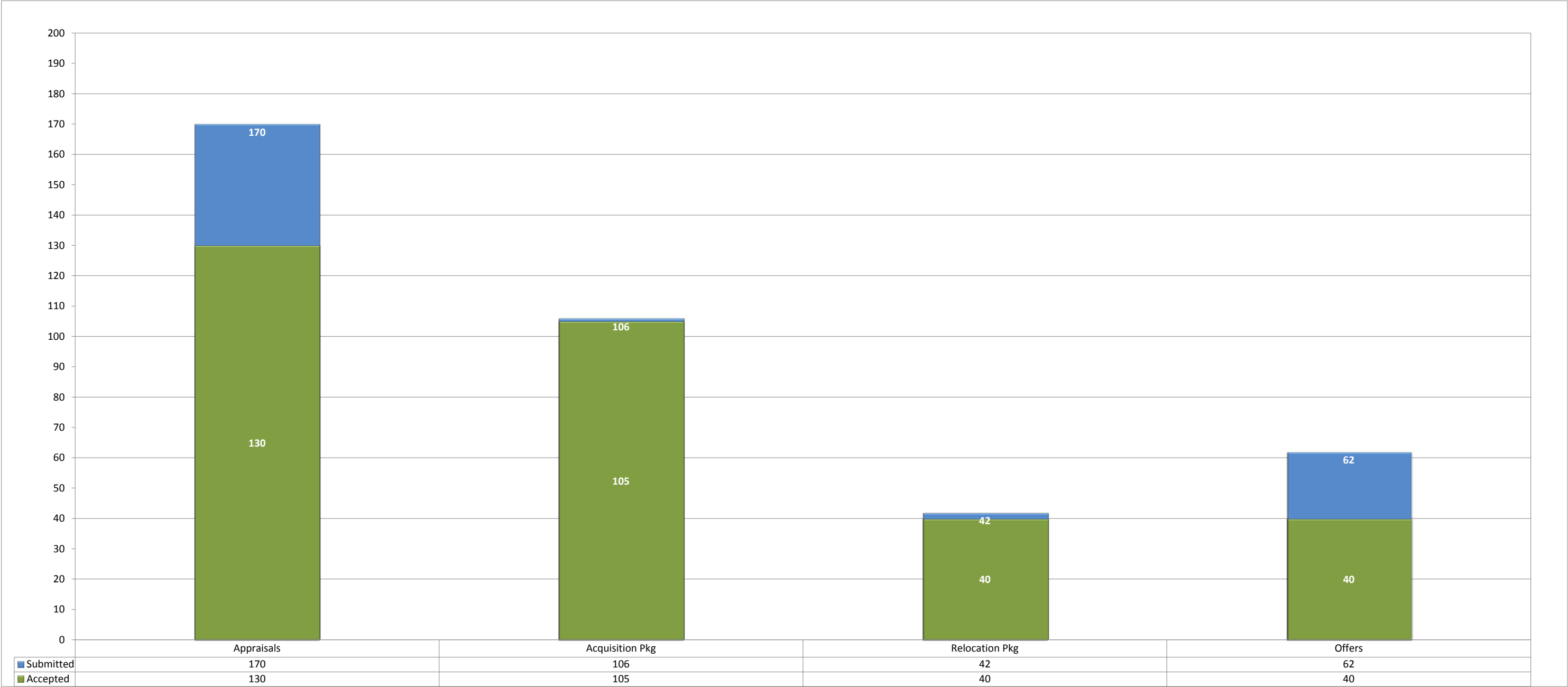
Appendix B: Port of Corpus Christi Supplemental Information

Attachments provided



Hillcrest Voluntary Acquisition and Relocation Program

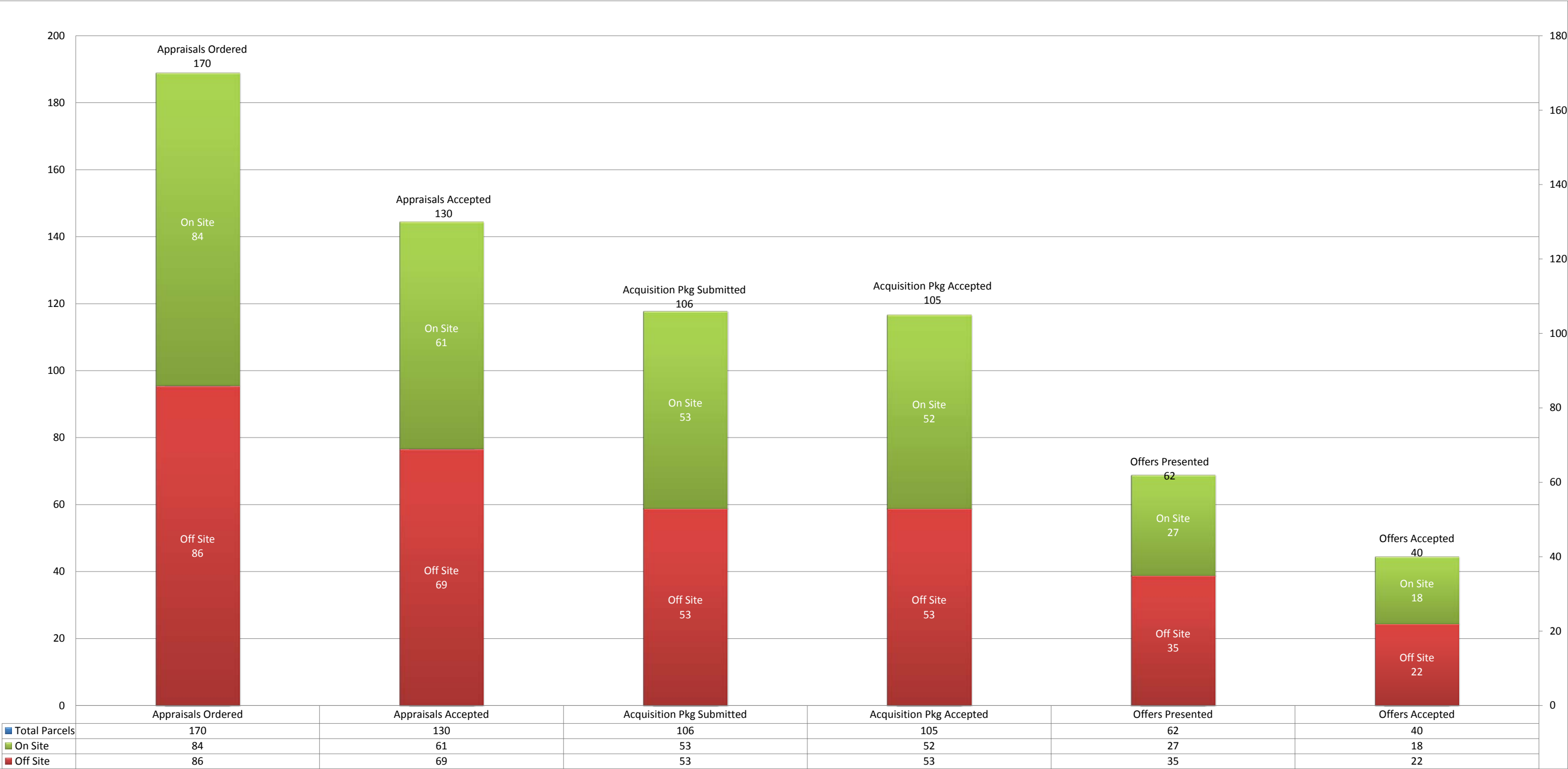
Right of Way Summary





Hillcrest Voluntary Acquisition and Relocation Program

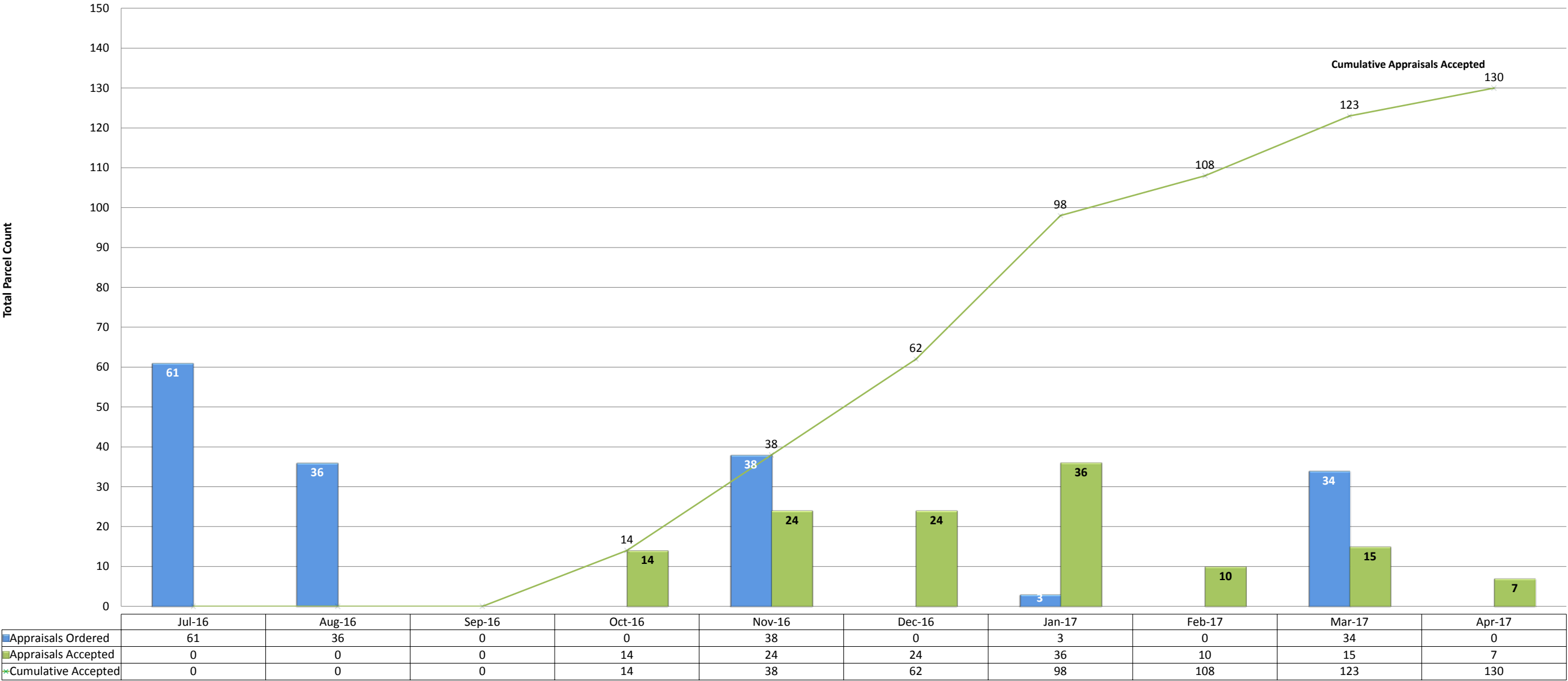
Right of Way Summary
Off Site/ On Site





Hillcrest Voluntary Acquisition and Relocation Program

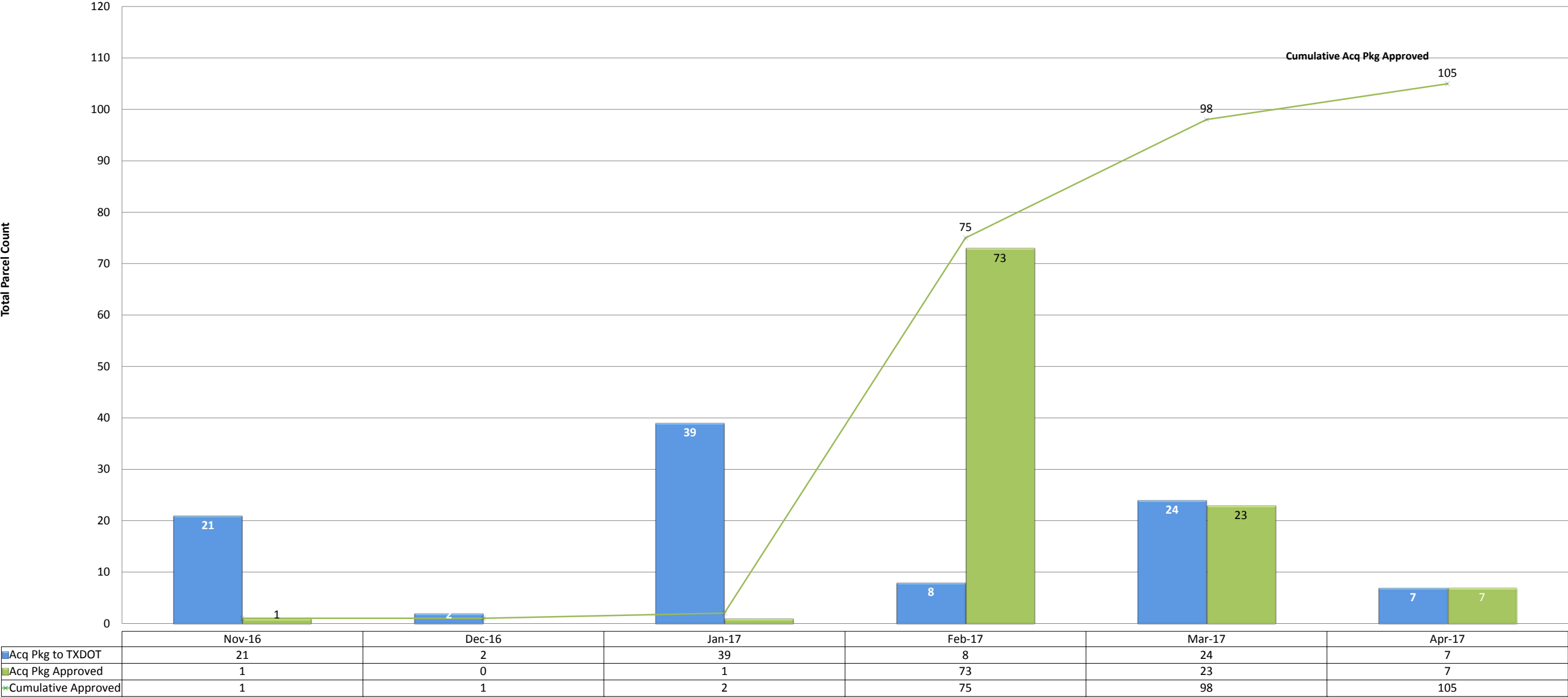
Appraisal Summary





Hillcrest Voluntary Acquisition and Relocation Program

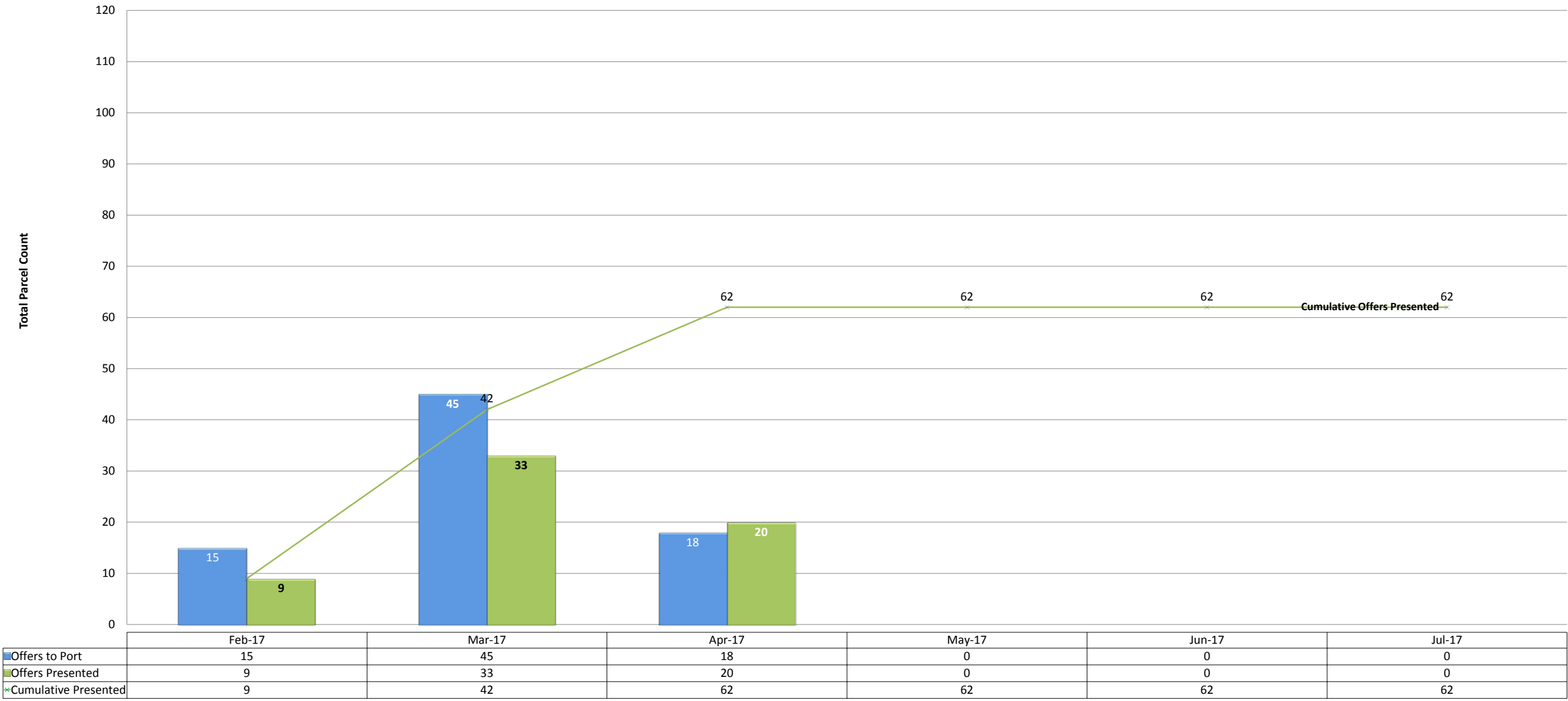
Acquisition Package Summary





Hillcrest Voluntary Acquisition and Relocation Program

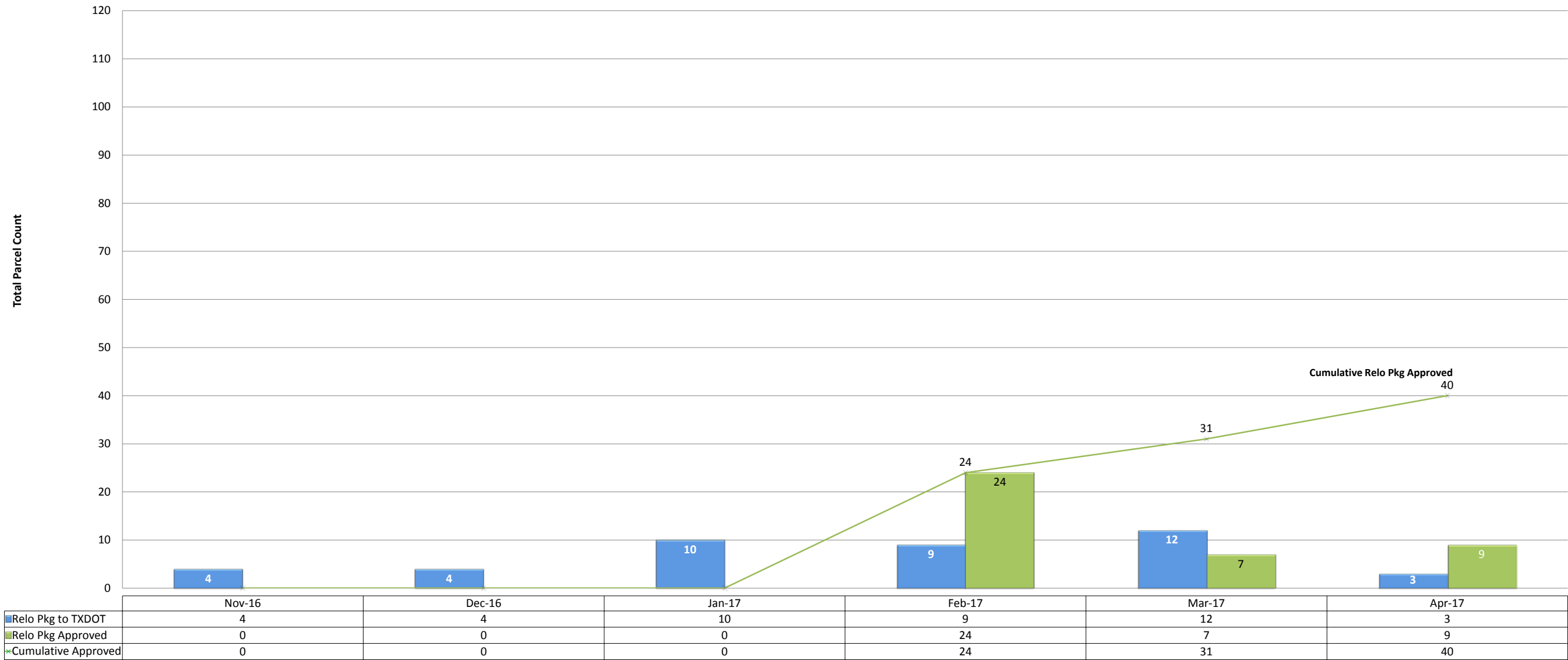
Offers Summary





Hillcrest Voluntary Acquisition and Relocation Program

Relocation Package Summary



COMMUNITY RELATIONS

INTERNAL AND COMMUNITY EVENTS/MEETINGS

- Westside Business Association Membership Breakfast
- PICC public affairs meeting
- Texas Lyceum-Annual
- Friends of Scouting Breakfast
- Food Bank of Corpus Christi-Harvest of Hope
- American Society of Civil Engineers
- Portland Chamber-Windfest
- Texas A&M-Islander Golf Tournament
- Nueces County Community Action Agency-People Against Poverty
- Ronald McDonald House-Men Who Cook
- American Heart Association: Vestido Rojo
- It's Your Life Foundation: Glow Run
- Corpus Christi Symphony Orchestra Concert with Maestro Richard Buckley
- American G.I.Forum Veterans Educational Scholarship Center
- Foster Angels of South Texas Foundation
- Meeting with KEDT
- Meeting with Menger Elementary School
- Beautify Corpus Christi-La Noche Bonita
- Westside Helping Hands-Noche Latina
- United Corpus Christi Chamber of Commerce Board of Trustees Meeting
- United Corpus Christi Chamber of Commerce Weekly Executive Board
- Corpus Christi Symphony Orchestra: Pops in the Park
- SPCA San Pat County Golf Tournament
- Children's Advocacy of the Coastal Bend
- ECF Community Center Annual Noche de Fiesta
- City of Corpus Christi Mayor's Interagency Meeting
- NIMS & ICS Training
- Ensafe Safety Gap Analysis
- RAPPORT: Port Town Hall Meeting
- Corpus Christi Regional Economic Development Corporation Investor's Breakfast
- United Corpus Christi Chamber of Commerce: Small, Diverse & Emerging Business Council Meeting
- Corpus Christi Regional Economic Development Corporation Board Meeting
- Del Mar College Foundation Board of Trustees Meeting
- NAACP, FBI Youth Summit Meeting
- American Heart Association Heart Walk meeting
- Gulf Coast Ventures Announcement
- Workforce Solutions of the Coastal Bend Board of Director's Meeting
- Corpus Christi Regional Economic Development Corporation Open House
- Government Affairs Meeting, City of Corpus Christi

- Executive Heart Walk Breakfast
- United Corpus Christi Foundation Board meeting
- United Corpus Christi Chamber of Commerce Board meeting
- Port Industries Public Affairs meeting (2)
- FBI award honoring Terry Mills, NAACP
- Westside Business Association Board meeting
- BBC Chartering in support of the Multiple Sclerosis Society
- Corpus Christi Caller-Times Hispanic Advisory Board
- Children's Advocacy of the Coastal Bend honoring Judge Joe Benavides
- Buc Days volunteer
- Meeting with M&G
- Meeting with Voestalpine
- Meeting with Chemours-Public Affairs

EXXON- MOBIL SABIC PROJECT - Gulf Coast Growth Ventures

- Gulf Growth Ventures Task Force Meeting: Meeting called by Rosie Collin, Chair, United Corpus Christi Chamber of Commerce
- Presentation meeting
- Exxon Mobil Corporation announcement of the world's largest ethylene cracker plant will be in South Texas:

<http://www.caller.com/story/money/business/local/2017/04/19/exxon-mobil-corp-worlds-largest-ethylene-cracker-plant-south-texas/98820232/ExxonMobil-SabiCorp>

Timeline

July 2016: ExxonMobil Corp. and Saudi Arabia Basic Industries Corp. announce their intentions to build the world's largest steam cracking plant somewhere on the U.S. Gulf Coast. San Patricio County, Victoria and two Louisiana parishes were on the short list.

November 2016: San Patricio County residents, mainly those living in Portland and Gregory, speak out in opposition to the project during county commissioner and school board meetings. They argue the plant would operate too close to local schools and say it could be an environmental hazard.

December 2016: The city of Portland approves resolution supporting the project, but also urges the petroleum giant to find a site other than the undeveloped parcel it is believed to be eyeing.

March: San Patricio County commissioners' court and the Gregory-Portland school board each approve tax abatements for the project in separate votes.

April 19: Exxon and SABIC formally selects San Patricio County as its site for the complex.

John LaRue and Jarl Pedersen with executives from Sabic at the Exxon Mobile announcement



Commissioner Wes Hoskins with executives from Sabic at the Exxon Mobile announcement



Port employees support “It’s Your Life Foundation.”



Rosie Collin accepts award for participating as a "Commemorative Speaker" for the American G.I. Forum Veteran's Scholarship Dinner.



INFORMATION TECHNOLOGY

Status of Information Technology Programs & Initiatives

- Helpdesk – 342 IT helpdesk tickets submitted and 296 tickets resolved in April.
- Fiber Relocate – Project complete. Relocation of four fiber optic lines in the Admin server room to make space for Accounting office extensions.
- JD Edwards Upgrade – Reviewing upgrade options for the JD Edwards Platform. Workshop held on May 1 to evaluate upgrade paths and system platforms. Goal of project is to update system for an improved user interface, improve business processes for efficiency and add additional modules to accomplish strategic plan goals such project and asset management.
- NIST 800-53 Controls – Implementation of the National Institute of Standards and Technology security controls. NIST 800-53 are catalog of security controls designed for federal information systems. While the Port is not required to adopt these controls, we feel it's important to follow a control set for the department's policies and procedures. Relevant controls have been selected and adapted to port operations. Final documents are complete and implementations into IT procedures is underway.
- Network Redundancy – The Admin building and all remote facilities are connected via a single fiber optic cable that routes through PD. This single point of failure would ideally be backed up with a leased line from a telecommunications provider. However, to receive adequate bandwidth the link would cost as much as \$5000 per month. IT is evaluating wireless options with no reoccurring costs for this solution.
- Data Center Colocation – Time Warner has completed the link between port offices and Cyrus One on. All networking equipment is in place and both locations are connected. The next step is to physically move the servers to Cyrus One and that will occur the weekend of May 20. Once moved testing will begin and include a complete failover from production to Cyrus One.
- Phone System Replacement – Phase one of project is complete. Phase two will occur in 2017 to migrate service from AT&T PRI (Phone Rate Interface) to SIP (Session Initiation Protocol) trunks. Video conferencing solutions for various types of meetings are being researched. Recommendation of a compliant system is due June 1.
- PD Network Redesign – Network redesign to convert analog network to digital has begun. The first phase is complete and new switches and cameras at Oil Dock 14 and the PD data center have been installed. A digital network will improve image quality, allow for easier software and firmware maintenance and replace the existing aging equipment. This project is on hold due to clarity needed on Department of Public Safety (DPS) Texas Law Enforcement Telecommunications System (TLETS) regulations. IT is in the process of receiving DPS approval for the section of the network the interfaces with TLETS.

- Granicus – Video archiving and minutes training is being conducted the week of April 8. System will be live for the June commission meeting.

2017 Budgeted Projects

- HMO Radio Upgrade – Replacement of dated radio system for the Harbormasters Office. Radios have reached end of life and it is becoming harder to find parts for repair. *Estimated project completion: 05/01/17*
- VTIS/AIS Replacement – This project will replace the Vessel Traffic Information System/ Automatic Identification System (VITS/AIS). The existing system is no longer supported by the manufacturer and parts are not available. Modern VTIS/AIS systems have the ability to integrate with our existing vessel management system for greater efficiencies. Both HMO and security departments will utilize the new system for greater awareness. *Estimated project completion: 11/01/17*
- JD Edwards Upgrade – Upgrade from JD Edwards World to JD Edwards Enterprise One. The existing JDE installation has a ‘green screen’ user interface that is not intuitive. This system run on IBM hardware that is ready for replacement. JDE Enterprise One greatly improves the user interface and expands our financial system into other areas existing JDE World could not accommodate. In addition to all existing functions we will look to JDE Enterprise one to handle capital program management, asset management and a more streamlined procurement workflow. *Estimated project completion: TBD*
- Network Replacement (Port PD) – As identified in the Transportation Technology Associates Security Technology Master Plan, the network infrastructure for Port PD needs to be upgraded. Most equipment has reached end of life and is no longer supported by the manufacturer. This upgrade would allow for the transition from analog to digital cameras. *Estimated project completion: 08/01/17*

OPERATIONS

HARBORMASTER

Ship Arrivals	Tankers	Freighters	Year to Date Ships
April 2017	98	30	601
April 2016	90	28	531

Barge Arrivals	Tank Barges	Freight Barges	Year to Date Barges
April 2017	305	34	1558
April 2016	387	13	1639

Shifting	Tankers	Freighters	Tank Barges	Freight Barges
April 2017	11	9	678	70
April 2016	14	0	796	0

	Average Daily Ship Arrivals	Average Daily Barge Arrivals
2017	5.33	14.12
2016	3.93	15.53

The figures for April's EDR are abbreviated and based on a 24-day period. A new EDR will be issued that reflects the normal 30-day period for April after that data becomes available.

Channel Disruptions

Channel Disruptions	Total Hours	High Winds	Large Cargo Ops OD 8	Fog	Rig
April 2017	13.33	9.33	4	--	--
April 2016	42.00	16.17	--	25.83	--

Delays	Inbound Delays	Outbound Delays
April 2017	7	4
April 2016	11	17

YARDS & RAIL

April 1st through 24th, 2017

- Rail traffic steady with ADM doing **1422** railcars, milo maize/wheat in April, ship at dock, 2 ships in line up
- AHMSA/UPRR
HBI pad to rail at BMD **on hold** , HBI cargo on pads **on hold** – 114 railcars loaded outbound in March still **on hold**
- **1763** total revenue rail cars in April 2017 as of 4/24 compared to **1358** revenue cars in April 2016
- Working on Agreement (Restated CCPN 1997 Operating) with Welder, Strawbridge and Class 1 RR's in UPRR legal
- North Bank storage yard wind components departing by truck and rail, no issues
- North Storage yard project cargo and wind cargo departing by trucks, FTZ areas set up for M&G cargo
- T G Mercer working pipe yard at Rincon – pipe 42 and 48 inch diameter projected to run through August 2017 ongoing no issues
- Warehouses 26/27, Acreage by ADM, CD 14 warehouse, BMD and Rincon have cargo for M&G
- South side yard – wind towers to Al Speight yard – space tight, yard by CD 8 – all space being used account USNS Mendonca downloaded 1500 pieces of military cargo, equipment arriving/departing no issues
- Military MOL OPS announced for CD8, CD15 - 250,000 square feet of cargo– ETA April 12th USNS Mendonca downloaded 1500 pcs, now at CD14/15 until September
- South side laydown yard TXDOT ROW being cleared for fence installation
- NRRY Phase II and M&G construction, rail yard **connections** to JFC main line are complete, finishing tamping and field welding. Phase II running slightly behind scheduled completion date

CARGO DOCKS

- CD 10 - warehouse foundation TXDOT contractor fenced off ROW
- CD 8 – 06 vessels arrived April
- CD 9 – 07 vessels arrived April
- CD 15 – warehouse has 289 pallets bottled water stored for City of Corpus Christi

BULK TERMINAL

Current Projects

- Dust control for all pads and roads
- Preparing for paving projects by shiploader and CB2
- Bulk Terminal Master Plan ongoing
- BMD2 Trestle Replacement is ongoing
- BMD1 Crane Replacement Study is ongoing
- Storm Water Improvement Project Planning ongoing
- Liquid Transfer Barges relocated to Bulk Dock 3
- Bulk Terminal employees completed NIMS Training

Activity (short tons)

Railcars

- Load rail cars: 0 railcars loaded
- Unload rail cars: 0 railcars unloaded

Bulk Dock #1

- 0

Bulk Dock #2

- 115,295.88 Pet Coke

MAINTENANCE

Ortiz Center

- Installed barricades and filled with sand on East Parking lot entrances.
- Repaired overhead door in warehouse, assisted Neil with replacement of key cores for outside doors.
- Unclogged kitchen sink drain, troubleshoot and repaired Chillers

Commissioners Court

- Set up and tear down stage

Guard Houses

- Secured and caulked restroom sink at Avery
- Fabricated and installed lift sump pump cover at Ave F
- Sanded and painted damaged exit traffic bollard at Ave
- Purchased and installed sliding door handle at Stroman
- Replaced and disposed of broken chair at Stroman

Administration Building

- Removed ramp and treated and painted area where ramp was removed at IT 2nd floor
- Replaced pneumatic thermostat in Audrey's office
- Assisted Safety guard with defective smoke detector that is activating fire alarms
- Installed wall framing and start installing sheet rock in 2nd floor IT room
- Arranged and had Johnson Controls replace EES valve on a/c chiller
- Relocated 2nd floor IT access card reader
- Installed computer connection and electric connection boxes in 2nd floor IT office
- Replaced 1st floor men's restroom exhaust fan
- Installed electrical drop to relocate copy machine in Lynn's office.

Annex Building

- Repaired 3rd floor break room sink
- Replaced 2 lawn irrigation sprinkler heads
- Removed shelves and items from 3rd floor hallway
- Installed picture frames for HMO

Port Security/PD

- Conducted quarterly cleaning of stripping and waxing floors- shampooing carpets- dusting, etc.
- Replaced space heater in dispatch room

BMD

- Conducted mowing operations area Port-wide
- Assisted with various crane lift operations at BMD 2
- Repaired potable water supply lines under BMD 1
- Troubleshoot and adjusted a/c clutch belt on small sweeper

Cargo Docks

- Replaced damaged bull railing timber at CD 9
- Contracted and oversaw bat removal at CD 15
- Assess personnel door conditions and start repairs at CD 14
- Contacted and assisted Skid-O-Can empty lift station tanks as Ave F- RR ramp and CD 9 to perform repairs to forced main leaks at CD 9

Oil Docks

- Inspected and serviced A/C unit at OD 10
- Filled up water tank and repaired tank pump for OD 14
- Inspected, tested and repaired lift station pump at OD 5
- Replaced capacitor on a/c at OD 4
- Replaced barge fender chains and shackles at OD 4
- Assisted Skid-O-Can with holding tank replacement at Avery community restroom area
- Repaired East structure gangway and concrete pads at OD 7
- Extended tank pad to accommodate new holding tanks at Avery docks
- Replaced and disposed of broken chair at OD 6

Fire Boat

- Arranged and had Gulf Copper replace corroded fire piping inside starboard ballast tank
- Changed engine oil, oil filters and air filters on all Detroit Diesel engines

Gates, Fences, Signs & Roads

- Adjusted rollers and hinges on gate #59
- Applied base and repaired potholes at Turner's driveway
- Replaced grease zerk fittings and greased gate #47
- Repaired damages to security fencing at Al Speight yard

Maintenance Shops

- Fabricated and installed mower skids for tractor # 459
- Fabricated and installed drive shaft cover on crane truck unit #525. Removed debris and weeds from fuel containment area.
- Matt DelRossi trained Alejandro, Gilbert R, Albert and Carlos on crane personnel lift basket operations

Property Other

- Replaced flags and ropes at water taxi area. Lubricated turnstile entrance by Stroman guardhouse.
- Continued with pipe fitting line set for water taxi a/c replacement
- Started preparations to modify parade Port Float.
- Coordinated and assisted Southern Plains Cummins with repairs and test of Generator at Harbor Island.
- Repaired water taxi dock boards and replaced corroded hand rail
- Picked up portable a/c unit from Turners and installed water taxi to lower temperature.
- Troubleshoot and repaired buzzing sound at Stroman Generator

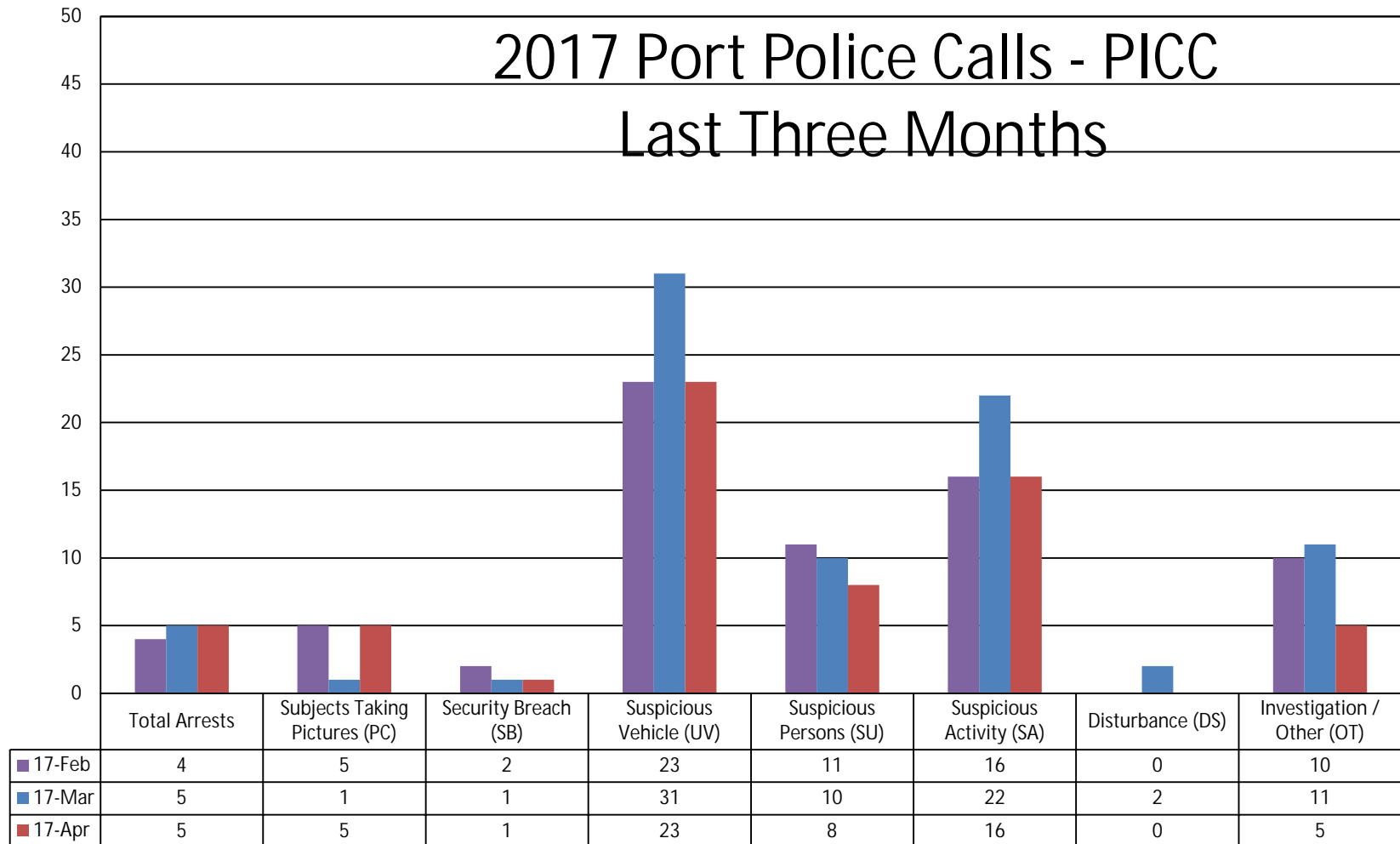
Maintenance Routine

- Janitorial services Port-wide.
- Maintenance and repairs of vehicles and equipment, lighting pm throughout Port facilities, mowing maintenance Port-wide.
- Monthly fire alarm and sprinkler test on all warehouses
- Monthly flush and test of all potable ship outlets at Cargo and Oil Docks
- Conducted monthly sub water meter reading
- Monthly Irrigation sprinkler test and inspections at Annex, Admin, PD and Ortiz
- Conducted weekly departmental Safety Meetings, Conduct Monthly EMS meetings
- Monthly emergency generator test and inspections at Annex, Admin, PD, Stroman, La Quinta and Harbor Island.
- Conducted monthly test and inspections of sanitary sewer lift stations Port-wide.

Maintenance Personnel

- Entire Maintenance Dept. attended NIMS Training on April 4, 5 and 6.
- One employee traveled to Galveston with PD and RTFC to bring purchased fire boat to PCCA location.

SECURITY



EMERGENCY MANAGEMENT

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

Planning

- Attended several Engineering meetings to discuss Avenue F traffic alternatives, static testing for Harbor Bridge construction and Tule Lift Bridge demolition.
- Continued coordination with Corpus Christi Metropolitan Planning Organization and Nueces County to analyze need for potential future routing studies for Non-Radioactive Hazardous Materials.
- Attended Community Health and Resources Management (CHARM) Workshop to review and consider mitigation strategies related to future land use and development.
- Documents Submitted for Review:
 - Hazard Mitigation Action Plan Section One
- Documents in Progress:
 - Hazard Mitigation Action Plan
 - Emergency Action Plan Revision
 - Hurricane Plan Revision
 - Marine Firefighting Standard Operating Procedure
 - Disaster Finance Plan

Organization

- Continued bi-weekly meetings with Safety & Risk to review EM projects in progress.
- Coordinated an inner harbor and Port familiarization site visit with City of Portland Emergency Management Coordinator/Fire Chief.
- Committees/Boards Attended
 - Security Committee
 - City of Corpus Christi-Nueces County LEPC Executive Committee Quarterly Meeting
 - Port Readiness Committee
 - Coastal Bend Healthcare Preparedness Coalition
 - Coastal Bend Council of Governments Emergency Communications Advisory Subcommittee
 - Coastal Bend Council of Governments Homeland Security Advisory Subcommittee
 - South Texas Waterways Advisory Council
 - South Texas Area Maritime Security Committee
 - City of Corpus Christi-Nueces County LEPC Risk Awareness Subcommittee

Equipment

- Updated StormGeo weather account- Distribution now includes Directors & Managers from all departments with field personnel or public safety responsibilities.

Training

- Coastal Bend Hurricane Conference- Continued coordination of conference presenters. Includes 45 unique training sessions and coordination of all presenters and panels.
- Coordinated Safety Luncheon Presenter, John Metz, NOAA/NWS Warning Coordination Meteorologist, to discuss severe weather.
- NIMS Implementation

- Phase One IS 700 & 100 course completions due first week of May
- Classroom Deliveries Completed (multiple departments attending)
 - 4/4 Maintenance- 19
 - 4/5 Maintenance- 18
 - 4/6 Maintenance- 18
 - 4/20 Bulk Materials- 19
 - 4/25 Administration- 11
 - Total: 85
- Online Training Ongoing
- Training/Outreach Conducted
 - Chlorine Emergency Response Webinar- Apr 5
- Attended
 - Wellness Luncheon- Apr 6
 - Safety Mirror Workshop Coaching Session- Apr 10
 - Safety Luncheon- Apr 11

Exercises

- Coastal Bend Regional Hurricane Exercise (May 4)- Continued participation on exercise design working group.
- Attended- City of Corpus Christi-Nueces County LEPC/Corpus Christi Community Advisory Committee Community Table Top- Apr 29

Incident Coordination

- Weather Potential/Awareness- 2
- Fire Alarm- 1
- MOL- 1
- Traffic Advisory- 1
- Industry- 1
- Other- 1

Emergency Management in the Community

Members of the Port's Local Hazard Mitigation Action Team were invited to attend a "CHARM Workshop". CHARM is a Community Health and Resources Management mapping application that gives local officials, stakeholders, and citizens the power to map and analyze growth with real-time feedback. The CHARM application leverages local community knowledge for better long-term planning and is an ideal tool for communities, watersheds, and environmental projects along the US Gulf Coast.

Port Emergency Manager, Danielle Hale, snapped this quick photo of her table working through a planning scenario. Pictured includes representatives from the Coastal Bend Council of Governments, Texas A&M University Corpus Christi, City of Corpus Christi, Texas Coastal Watershed Program, National Weather Service and Corpus Christi Metropolitan Planning Organization.





Coastal Bend Emergency Management Association representatives working through the regional hurricane exercise scenario and injects. The objective is to demonstrate multi-agency coordination and incident management among neighboring private, local, regional, state, and federal Emergency Operations Centers.

Emergency Management continues to help coordinate the storage of donated water left over from the City of Corpus Christi December water crisis. On April 12, the Port of Corpus Christi Authority was called upon to leverage logistics in providing the City of Beeville with water when they lost power to their water treatment systems and had exhausted its water supply. Big thank you to Port Managers David Villarreal, Captain Eric Giannamore and John Slubar for your help ensuring the smooth transition of this water back into our communities.



Emergency Management, Port Police and RTFC attended the City of Corpus Christi Local Emergency Planning Committee & Corpus Christi Community Advisory Council Community Table Top Drill at Driscoll Middle School, April 29. Citizens learned about emergency plans and communication tools available in case of a chemical emergency in their neighborhood.



Emergency Management Activity Report- April 2017
END

ENVIRONMENTAL PLANNING & COMPLIANCE

Environmental Stewardship Measurements

Program Area	April 2017
Electrical – Green Energy Purchased (10% of Total KWHs)	144,624 KWHs
Spent Liquids Recycled	0 gallons
Materials Recycled	4,455 lbs
Components Recycled	71
Regional Air Quality (EPA Standard of 70 ppb)	~64 ppb
Community Complaints	0
Notice of Violations	0
Tenant Audits Completed	2
Bulk Terminal Air Monitoring Alerts (North Network-Bulk Terminal)	14
Bulk Terminal Air Monitoring Alerts (South Network-Dona Park)	4

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	25%	Ongoing
	ISO 14001 Certification: Surveillance Audit	7/2/2017	5%	Started
	Green Marine Self Evaluation	4/30/2016	30%	Started
Tenant Audit Program	Conduct routine annual audits of all leases on PCCA facilities.	12/31/2017	5%	Started
	Conduct routine lease-ending audits of terminated or completed lease agreements.	12/31/2017	10%	Ongoing
	Conduct baseline assessments of properties as applicable for new lease agreements.	12/31/2017	0%	Not Started
Storm Water	Conduct routine inspections and monitoring and sampling in accordance with applicable permits.	12/31/2017	25%	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	50%	Started
	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 (Proj. #)</u>	<u>Consultant Agreement 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	40%	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.	6/30/2017	20%	Started
		Case closure with TCEQ.	11/30/2017	0%	Not Started
Investigation of Property Near Lift Bridge (14-002C)	MA – 06-14 Apex TITAN, SO# 1,2,3	Additional fieldwork to collect groundwater samples and verification soil samples.	3/28/2016	100%	Completed
		Prepare and submit APAR to TCEQ.	5/31/2016	100%	Completed
		Respond to TCEQ comments.	6/30/2017	75%	Started
		Case closure with TCEQ.	6/1/2018	0%	Not Started
Bulk Terminal Master Plan (16-009A)	Professional Services Agreements – Market Study Moffitt Nichol led by Commercial and Master Plan Cardno, Inc. led by internal Bulk Terminal Team	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
		Commission approval of agreement	10/18/2016	100%	Completed
		Master Plan	6/30/2017	50%	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%	Started
		Develop final report summarizing source investigation and delineation of hot spots.	7/31/2016	0%	Not Started
Bulk Terminal Storm Water Quality	MA 14-01 LAN, SO# 3,7	95% Design submittal for Task 1a and Task 2	02/26/2016	100%	Completed

<u>Project Description</u> <u>(Proj. #)</u>	<u>Consultant Agreement</u> <u>Type</u>	<u>Description of Activities</u>	<u>Target Completion</u> <u>Date</u>	<u>% Complete</u>	<u>Status</u>
Improvements (15-046A)		100% design submittal and contract documents for advertisement for Task 1a and Task 2.	5/4/2017	95%	Ongoing
		Advertise for bid.	5/15/2017	0%	Not Started
		Commission approval for construction.	6/20/2017	0%	Not Started
		Construction completed.	8/31/2017	0%	Not 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	25%	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	\$25,300
Cardno (09-16)	\$49,343	\$0
Platinum Environmental Solutions, LLC (10-16)	\$96,837	\$29,275
Total MA's	\$643,237	\$138,948

ENGINEERING SERVICES

As of April 25, 2017 (billing through March 31, 2017), the Port of Corpus Christi Authority Department of Engineering Services had invoicing of \$10,416,384 for projects in progress. These projects consist of 61 Capital, 31 Maintenance, and 11 Professional Service projects. Below is a table detailing the 2017 budgeted amounts and the expended amount “to date” for capital, maintenance, and professional services projects.

Engineering Services May 2017 Report		
Project Type	2017 Budget Amount	Expended to Date
Capital	\$65,133,769	\$14,371,963
Maintenance	5,080,000	\$68,672
Professional Services	834,000	\$407,248
Total	\$71,047,769	\$14,847,883

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

UPCOMING BIDS (PROJECTS > \$50,000) / REQUEST FOR PROPOSALS

Mike Carrell Road Construction	(15-050A)
Fire System Pressurization Upgrades at North Bank Oil Terminal Facilities	(14-023A)
Nueces Bay Shoreline Revetment	(16-015H)
Viola Barge Basin Maintenance	(17-018A)
Viola Barge Basin Bulkhead Addition	(16-035A)
Oil Dock 3 Breasting Structure Replacement	(16-052A)

MASTER AGREEMENTS AND SERVICE ORDERS

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

	<u>2016*</u>	<u>2017*</u>
HDR, Inc. (13-01)	\$363,100	\$40,410
Freese and Nichols, Inc. (13-02)	\$491,303	\$84,292
Govind Development, LLC (13-03)	\$49,900	
Hanson Professional Services, Inc. (formerly Naismith) (13-04)	\$51,760	
CH2M Hill (13-05)	\$1,623,780	\$649,225
LNV, Inc. (13-07)	\$137,690	
Coast & Harbor Engineering d/b/a Mott MacDonald (14-03)	\$107,097	\$43,589
LJA Engineering, Inc. (16-01)	\$198,724	\$30,000

**Includes separate Professional Services Contracts*

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

- Project Elements:
 - Widening and Deepening the CCSC to -52 feet MLT
 - Adding barge shelves on both sides of the ship channel across Corpus Christi Bay
 - Extending the La Quinta Channel 1.4 miles at -39 feet MLT
 - Constructing Ecosystem Restoration projects near Port Aransas and Ingleside on the Bay
- CCSC-CIP Status
 - Construction of Ecosystem Restoration Complete (2012)
 - La Quinta Extension Complete (2013)
 - Memorandum of Understanding with the Galveston District of the Corps of Engineers to Perform Sediment Testing Services Associated with Dredging the Entrance Channel of the Corpus Christi Ship Channel Channel Improvement Project (September 2016)
 - Allows for sediment sampling and analysis for dredge material from Contract 1 (Gulf of Mexico to Harbor Island) to be performed by the PCCA and those PCCA expenditures to be eligible for credit toward the PCCA's cost-share requirement for the CCSC-CIP.
 - Cooperative Research and Development Agreement with U.S. Army Engineer Research and Development Center (November 2016)
 - Sediment Testing and Analysis for Entrance Channel Reach
 - Start Date: January 3, 2017
 - Estimated Completion Date: September, 2017
- Authorizations:
 - Water Resources Development Act (WRDA) of 2007 - Project Authorized
 - Water Resources Reform and Development Act (WRRDA) of 2014 - Project Re-Authorized
 - Water Infrastructure Improvements for the Nation (WIIN) Act signed into Law December 16, 2016
 - Increases the channel depth for the 25% non-federal cost share from 20' – 45' to 20' – 50'
 - Increases the channel depth for the 50% non-federal cost share from depths in excess of 45' to depths in excess of 50'
 - Includes language that clarifies the remaining separable elements of the Channel Improvement Project which will allow the Army Corps of Engineers to continue work on the Channel Improvement Project and allow it to be considered for construction appropriations during the Federal budget process.
 - Authorizes feasibility studies to investigate the widening and deepening of the La Quinta Channel from 45 feet to 52 feet and construction of a new turning basin near the entrance to the Inner Harbor, to provide a more effective, safe and efficient waterway.

Ongoing Ship Channel and PCCA Dock Slip Maintenance Dredging

- Corpus Christi Ship Channel to Viola Turning Basin/La Quinta Channel
 - 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
 - Current Schedule:
 - Start Date: December, 2016
 - Estimated Completion Date: September, 2017

PCCA Channel Improvement Business Plan Study

Develop a planning document and business plan for the Corpus Christi Ship Channel System to provide a cogent, codified planning and informational document to assist PCCA in making planning decisions for the PCCA's waterways, dredge material placement areas and beneficial use sites.

- Start Date: November, 2016
- Estimated Completion Date June, 2017

La Quinta Property Buffer Area Development

Surveying, development of conceptual buffer area layouts, and the acoustic modeling and analysis is near complete. Final engineering under negotiation. Construction scheduled to begin 4th Quarter 2017.

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

Project No.	Project Title	Project Manager	% Completed
<u>Capital</u>			
14-036A	Ortiz Center Redevelopment Project (Preliminary Phase)	BF	20
14-061A	Maintenance Building Relocation	BF	10
15-016A	Tule Lake Rail Yard Upgrades and Modifications	BF	30
14-023A	Fire System Pressurization Upgrades at Oil Docks	BP	90
14-028B	Equipment Storage Building	BP	50
14-030A	Public Storage Pads Upgrade	BP	80
15-047A	Chiller Replacement at Ortiz Center	BP	
16-032A	General Improvements to Cargo Dock 9 Transfer Facility	BP	80
14-037A	La Quinta Terminal 600-FT Dock Development and 10-AC Yard	CM	90
16-067A	Bulk Terminal Paving Improvements (2016)	CM	90
16-035A	Viola Barge Basin Bulkhead Addition	DC	100
16-042A	Construction of Additional Lane & Security Gate at Avenue F Security	DC	100
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
16-038A	Increase DMPA Capacity for Federal, PCCA, and Thrid Party Use	DJK	90
15-043A	New Operator's Cab for Gantry Crane	DLM	90
15-050A	Mike Carrell Road Construction	DLM	90
15-061D	Security Grant 15 - Security Lighting along Fulton Corridor (25/75)	DLM	50
14-024A	Hoist Foundation & Gangway Support at Oil Dock 7	JEM	60
17-016B	Structural Improvements and Cathodic Protection at Oil Dock 7	JEM	60
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	30
<u>Maintenance</u>			
16-018A	Roadway and Parking Lot Repairs (2016)	EM	60
16-047A	Resurfacing of North Side Open Storage Area	EM	40
15-032A	Bulk Dock 1 (\$120,000) Storage Building Upgrades	LGD	100
16-027A	Kay Bailey Hutchinson Road Maintenance	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
16-033A	New Public Oil Dock 15	BP	40
15-061C	Security Grant 15 – Perimeter Fencing at Bulk Terminal (25/75)	CM	100
07-046C	Tule Lake Foundation Removal	DLM	10
13-032A	Construction of Oil Dock 14	DLM	100
13-043A	Nueces River Rail Yard Phase - II	DLM	80
15-035A	Upgrades and Repairs to Bulk Dock 2 Marine Structures	EM	40
15-030A	General Improvements to Oil Dock 6	JEM	90
12-031B	La Quinta Terminal Mitigation – Aquatic Habitat – Phase II	PDC	80
<u>Maintenance</u>			
15-039B	Marine Improvements at Oil Dock 2	JEM	90
16-049A	Maintenance Painting at BT	JEM	90