



**Notice of Meeting of the Port Commission of the
Port of Corpus Christi Authority of Nueces County, Texas, on
Tuesday, September 17, 2019, 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 Tana Neighbors at 885-6129 at least 48 hours in advance so that appropriate arrangements can be made.

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 August 20, 2019 Commission meeting.
[August 20, 2019 Minutes](#)

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

8. Committee Reports

- 8.a. Receive reports from the Audit Committee, the Long-Range Planning Committee, the Security Committee, and the Facilities Committee.

9. Presentations

- 9.a. Receive Presentation from the Robstown Improvement Development Corporation.
[Robstown IDC - Presentation](#)
- 9.b. Receive Presentation from the San Patricio Economic Development Corporation.
[SPEDC - Presentation](#)
- 9.c. Receive update from Del Richardson & Associates on the Hillcrest Voluntary Real Estate Acquisition and Relocation Program.
[DRA - Presentation](#)
- 9.d. Receive presentation on PCCA's ISO 14001 Environmental Management System.
[ISO EMS - Presentation](#)

10. Open Agenda

- 10.a. Approve a Resolution of Appreciation for retired PCCA employee Maggie Iglesias-Turner.
[Turner - Resolution](#)
- 10.b. Approve a Resolution in support of the IH-14 Corridor.
[IH-14 Corridor - Resolution](#)
- 10.c. Approve a Professional Engineering Services Contract in the amount of \$337,428 with International Consulting Engineers, LLC for underwater engineering inspections of various waterfront facilities.
[Intl Consulting - Memo](#)
[Intl Consulting - Exhibit](#)
[Intl Consulting - Agreement](#)
- 10.d. Award a Construction Contract to Russell Marine, LLC, the lowest and best bidder based on bids received on August 30, 2019, in the amount of \$760,617 for the Oil Dock 12 Barge Breasting Structure Upgrades Project.
[Russell Marine - Memo](#)

[Russell Marine - Exhibit](#)
[Russell Marine - Bid Tab](#)

- 10.e. Award a Construction Contract to Mako Contracting, LLC, the lowest and best bidder based on bids received on August 29, 2019, in the amount of \$724,300, for the Joe Fulton International Trade Corridor Intersection Improvements Project associated with the TXDOT Rider 45 Grant awarded to the PCCA.

[JFITC Award - Memo](#)
[JFITC Award - Exhibit](#)
[JFITC Award - Bid Results](#)

- 10.f. Authorize the purchase of various property and casualty insurance through the Texas Municipal League Intergovernmental Risk Pool in the amount of \$283,138.66.

[Property Casualty - Memo](#)

- 10.g. Approve Service Order No. 2 in the amount of \$803,003 with AECOM Technical Services, Inc., under Master Services Agreement No. 18-10, for engineering services for design of beneficial use sites supporting shoreline protection, habitat creation and placement of dredge materials generated through Port development.

[AECOM - Memo](#)
[AECOM - Exhibit](#)
[AECOM - Service Order](#)

- 10.h. Approve Changes to PCCA Tariff 100-A, to create a new tariff item for Harbormaster's fee, a new tariff item for rebilling, and changes in language regarding late payment of invoices to include penalties for late payment, to go into effect January 1, 2020.

[Tariff Adjustments - Memo](#)
[Tariff Adjustments - Proposed Language](#)

- 10.i. Approve a Change Order in an amount not to exceed \$600,000 with Orion Construction, LP for standby charges associated with the La Quinta Ship Dock Berth Dredging Project.

[Orion - Memo](#)
[Orion - Exhibit](#)
[Orion - Change Order](#)

- 10.j. Approve One-Year Temporary Employment Services Agreements with Two (2) One-Year Option Periods with L.K. Jordan & Associates and Sterling Personnel, Inc., the Best Respondents Based on Proposals Received on August 2, 2019, for Temporary Employment Agency Services. The Cumulative Agreement(s) Total Annual Amount not to Exceed \$300,000 per Year.

[Temporary Employment - Memo](#)
[Temporary Employment - Rating Sheet](#)
[Temporary Employment - LK Jordan Agreement](#)
[Temporary Employment - Sterling Agreement](#)

- 10.k. Approve acceptance of Port Security Grant Program FY2019 Award of \$2,043,478, which will require \$715,549 in PCCA matching funds.
[Security Grant - Memo](#)

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

- 11.a. Approve an Increase in Contingency in the amount of \$135,000 and a Change Order in the Amount of \$220,800 with J.M. Davidson Ltd. for Bulk Dock 1 Restoration and Crane Rail Replacement Project for Standby Charges.
[JM Davidson - Memo](#)
[JM Davidson - Change Order](#)
- 11.b. Approve an Amendment in the amount of \$60,000 to Service Order No. 2 with Cardno, under Master Services Agreement No. 18-05, for additional design services related to the Bulk Dock 1 Improvement Project.
[Cardno - Memo](#)
[Cardno - Amendment](#)
- 11.c. Approve Amendment to Consulting Services Contract with Tetra Tech, Inc. for FEMA Public Assistance Program Grant Management Services, increasing the not to exceed amount by \$108,200 to a total project cost of \$458,800, and increasing the term of services from September 30, 2019 to June 30, 2020.
[Tetra Tech - Memo](#)
[Port of Corpus Christi Authority TX_Task Order No. 2_Change Order No. 2.pdf](#)
- 11.d. Approve a Deductive Change Order in the amount of \$221,658 with Derrick Construction Company Inc. for the demolition of existing Harbor Island Docks 1, 2, and 3.
[Derrick - Memo](#)
[Derrick - Change Order](#)
- 11.e. Approve an Easement and Right of Way Agreement with Southwestern Bell Telephone Company for fiber optic service to Archer-Daniels-Midland Company office building located along the Joe Fulton Corridor, Nueces County, Texas.

[SWB to ADM - Memo](#)
[SWB to ADM Easement - Exhibit](#)
[SWB to ADM - Summary](#)
[SWB to ADM - Agreement](#)

- 11.f. Approve an Easement and Right of Way Agreement with Southwestern Bell Telephone Company, a Delaware Corporation for fiber optic service to Best Bet Line Handlers, Inc., located on the north side of Corpus Christi Turning Basin, Nueces County, Texas.
[SWB - Memo](#)
[SWB - Memo Exhibit](#)
[SWB - Summary](#)
[SWB to Best Bet - Easement](#)
- 11.g. Approve an Easement and Right of Way Agreement with Southwestern Bell Telephone Company, a Delaware Corporation for fiber optic service to Heldenfels Enterprises, Inc., located east of Public Oil Dock 6 on the south side of Corpus Christi Ship Channel, Nueces County, Texas.
[SWB to Heldenfels - Memo](#)
[SWB to Heldenfels - Exhibit](#)
[SWB to Heldenfels - Summary](#)
[SWB to Heldenfels - Easement](#)
- 11.h. Approve a Pipeline Easement with NuStar Logistics, L.P. for three 8-inch pipelines connecting to a pipeline manifold and one 8-inch pipeline connecting to the loading arm at Oil Dock 2, located on the north side of the Corpus Christi Turning Basin, Nueces County, Texas.
[NuStar - Memo](#)
[NuStar - Exhibit](#)
[NuStar - Summary](#)
[NuStar - Easement](#)
- 11.i. Approve an Easement and Right of Way Agreement with AEP Texas, Inc. for two secondary poles and a new utility meter located at the south east corner of Congressman Solomon P. Ortiz International Center South Parking Lot, Nueces County, Texas.
[AEP Ortiz Parking Lot - Memo](#)
[AEP Ortiz Parking Lot - Exhibit](#)
[AEP Ortiz Parking Lot - Summary](#)
[AEP Ortiz Parking Lot - Easement](#)
- 11.j. Approve an Interlocal Cooperation Agreement for local emergency response planning specific to extremely hazardous substances with Nueces County and the City of Corpus Christi for an annual amount of \$10,000.
[LEPC Interlocal - Memo](#)

[LEPC Interlocal - Agreement](#)

- 11.k. Approve Interlocal Agreement between the Port of Corpus Christi Authority and Nueces County for Police services on submerged lands.

[PCCA Nueces County Interlocal - Memo](#)

[PCCA Nueces County Interlocal - Agreement](#)

- 11.l. Approve new environmental tariff items under Tariff 100-A including Item 678 Green Marine Certification for New Facilities and Item 679 Spill Prevention Measures for VLCC Loading and Unloading Operations.

[TARIFF ITEM 100-A Items 678 & 679 - Memo](#)

[TARIFF ITEM 100-A Items 678 & 679 - Attachment](#)

12. Chief Executive Officer and Commissioners' Comments

- 12.a. Receive Chief Executive Officer's Report on upcoming community events, PCCA events and the activities of the following PCCA departments during the preceding month: External Affairs, Finance, and Operations.

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

13. Recess Open Meeting and Convene Executive Session - *In this executive session the Port Commissioners will deliberate or receive legal advice regarding (1) each of the following matters pursuant to the Section(s) of the Texas Open Meetings in parenthesis at the end of such matter, and (2) any other agenda item announced by the Chairman of the meeting. The Port Commissioners will deliberate the purchase, exchange, lease or value of real property in executive session only if deliberation in an open meeting would have a detrimental effect on PCCA's position in negotiations with a third person.*

- 13.a. Legal advice from counsel in connection with Cause No. 2018CCV-60780-4; PCCA, Plaintiff vs. The Port of Corpus Christi, LP, Defendant, and The Port of Corpus Christi, LP, Counter Claimant vs. PCCA, and in their Official Capacities as Commissioners of the Port Authority, the following Commissioners: Charles W. Zahn, Jr., Wayne Squires, Richard Ralph Valls, Jr., Richard Bowers, David P. Engel, Wes Hoskins, Catherine Tobin Hilliard, And As-Yet Unnamed Co-Conspirators, Counterclaim Defendants, in Nueces County Court at Law No. 4. (§551.071)

- 13.b. Leasing PCCA real property on the north side of the Corpus Christi Ship Channel Inner Harbor. (§551.072)

- 13.c. Legal advice from counsel in connection with Cause No. 2019-ccv-61513-3; Port of Corpus Christi Authority of Nueces County, Texas vs. City of Port Aransas, Texas, in Nueces County Court at Law No. 3. (§551.071)
- 13.d. Selling PCCA real property in San Patricio County and legal advice concerning the sale. (§551.071 and §551.072)
- 13.e. Deliberate the value of certain PCCA real property in San Patricio County. (§551.072)
- 13.f. Legal Advice from PCCA's counsel regarding an Assignment and Assumption Agreement in which PCCA assumes CCI Corpus Christi LLC's obligation under a Settlement Agreement with Citizens for Environmental Justice, et al, for the purchase of real property in Donna Park, and the related Escrow Agreement. (§551.071)
- 14. Reconvene in Open Session and take action on (1) the following agenda items, (2) any other items on this agenda that were postponed or tabled until after Executive Session, and (3) any agenda items from the Executive Session requiring Commission action.**
 - 14.a. Approve a Lease Agreement for up to 50 years with POTAC, LLC. (a joint venture between Dauphine Midstream, LLC and Mercuria Energy Group Ltd.) for land on the north side of the Corpus Christi Ship Channel Inner Harbor related to marine terminal and associated facilities.
 - 14.b. Award a Construction Contract to Crosby Dredging, LLC, the lowest and best bidder based on bids received on September 11, 2019, in the amount of \$10,973,450, for Oil Dock 22 Marine Terminal Dredging Project.
[OD22 Dredge - Memo](#)
[OD22 Dredge - Exhibit](#)
[OD22 Dredge - Bid Tab](#)
 - 14.c. Award a Construction Contract in the amount of \$33,691,200 to Russell Marine LLC, the lowest and best bidder based on bids received on April 9, 2019, and Change Order No. 1 in the amount of (\$14,224,900) for the New Oil Dock 22 Marine Facility.

[OD22 Award - Memo](#)

- 14.d. Approve an Assignment and Assumption Agreement in which PCCA assumes CCI Corpus Christi LLC's obligations under a Settlement Agreement with Citizens for Environmental Justice, et al, for the purchase of certain real property in Donna Park and a related Escrow Agreement.

- 14.e. Approve a Pipeline Easement Agreement with GCGV Asset Holding LLC for 5 Pipelines and 2 fiber optic lines connecting GCGV Asset Holding, LLC property west of County Road 2986 to the GCGV Asset Holdings, LLC dock and terminal facilities located on the San Patricio Turning Basin, San Patricio County, Texas.
 - [GCGV - Memo](#)
 - [GCGV - Exhibit](#)
 - [GCGV - Summary](#)
 - [GCGV - Easement](#)

15. Adjourn

OFFICIAL MINUTES OF PORT COMMISSION MEETING
August 20, 2019

The Port Commissioners of the Port of Corpus Christi Authority convened at the Solomon P. Ortiz International Center, 402 Harbor Drive, Corpus Christi, Texas, on Tuesday, August 20, 2019 at 8:30 a.m., for the regular monthly meeting of the Port Commission.

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

Present: Mr. Sean Strawbridge
Mr. Clark Robertson
Mr. Kent Britton
Mr. Omar Garcia
Ms. Lynn Angerstein
Ms. Rosie Collin
Mr. Russell Cordo
Ms. Audre Debler
Ms. Natasha Fudge
Capt. Eric Giannamore
Ms. Donna James Spruce
Mr. Tony MacDonald
Ms. Nelda Olivo
Mr. Louis Klusmeyer
Ms. Lisa Hinojosa
Ms. Priscilla Torres
Mr. Jacob Morales
Ms. Sonya Sosa Lopez
Ms. Sascha Schwarz-Greiner
Ms. Adrianna Escamilla
Ms. Monique Lerma
Ms. Tana Neighbors
Ms. Sharon Richardson
Ms. Patricia Moreno-Arispe

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

Others Present: The Honorable Todd Hunter

The Honorable Chuy Hinojosa
The Honorable JM Lozano
The Honorable Abel Herrero
State of Texas
Ms. Sylvia Ramirez
Senator Hinojosa Office
Mr. John Pasch
Cheniere
Mr. Xavier Valverde
G&H Towing
Mr. Jerry Butwid
Ms. Margaret Brown
Mr. Dave Browne
US Coast Guard
Mr. Roger TenNapel
Flint Hills Resources
Mr. Joelle Francois
Mr. Adam Sisson
AECOM
Capt. Mike Kershaw
Capt. Kevin Monaco
Aransas/CC Pilots
Ms. Jane Gimler
Ingleside Chamber of Commerce
Mr. Robert Morris
Security Title
Ms. Denise Skinner
NuStar
Mr. Ray Allen
CB Bays & Estuaries Program
Mr. Keith Smith
Gulf Compress
Mr. Gary Moore
San Patricio County
Ms. Nancy Zuniga
MDR
Mr. Larry Perryman
Bay-Houston Towing
Ms. Keirsten Stanzel
K Stanzee
Mr. Matt Garcia
TX Oil & Gas Assn.
Mr. Josh Macklin
Signet
Mr. Dave Cave

Ms. Christina Guzman
CITGO
Mr. Foster Edwards
San Patricio EDC
Ms. Suzanna Reeder
Ms. Leslie Smith
Ms. Maggie Sheldon
Port Aransas
Mr. Ronald Berglund
City of Robstown
Ms. Darcy Schroeder
Valero
Mr. Bob Paulison
Port Industries

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

6a. **Action:** On motion made by Mr. Valls and seconded by Mr. Squires, the Commission approved the minutes of the July 16, 2019 Commission meeting in the form presented to the meeting.

7. **Public Comment:** The following people spoke regarding the Harbor Island Project: Mr. Richard Watson; Lisa Turcotte; John Morris; Beverly Bolner; Barney Farley; Patt Corckelenbergh; Michael Amos; Maggie Shelton; Thomas Druby; Leslie Smith; Suzanna Reeder; Ted Blanco; Capt. Mike Kershaw; Tom Strubbe; and Capt. Kevin Monaco.

8. **Committee Reports**

8a. **Audit Committee Report:** Mr. Squires reported that the committee had not met since the last regular Commission meeting.

Long-Range Planning Committee: Mr. Valls reported on the committee's activities since the last regular Commission meeting.

Security Committee: Mr. Bowers reported that the committee had not met since the last regular Commission meeting.

Facilities Committee: Mr. Bowers reported on the committee's activities since the last regular Commission meeting.

9. Presentations

9a. The Commission received an update from the Honorable Juan "Chuy" Hinojosa, the Honorable Todd Hunter, the Honorable Abel Herrero, and the Honorable JM Lozano on the Texas 86th Legislative Session.

9b. On motion made by Mr. Hoskins and seconded by Mr. Bowers, the Commission adopted the following resolution:

RESOLUTION OPPOSING TEXAS WINDSTORM INSURANCE ASSOCIATION RATE HIKE

WHEREAS, the Port of Corpus Christi Authority of Nueces County, Texas (PCCA), and neighboring coastal cities were severely impacted by damages caused by Hurricane Harvey on August 25, 2017, and continue to be steadfast with efforts to rebuild more resilient communities; and

WHEREAS, there are insurance and FEMA claims that have yet to be resolved, resulting in unfinished repairs, restoration, and revitalization of homes, businesses, and communities; and

WHEREAS, premium increases after this devastating event will have a chilling and detrimental impact on the business and housing markets in our communities that have worked tirelessly to address affordable housing shortages before Hurricane Harvey; and

WHEREAS, our Coastal Bend community is experiencing tremendous growth with over 50 billion dollars of announced industry investments, increased construction costs and higher premiums will make it difficult, if not impossible, for new developments to commit to the area; and

WHEREAS, Texas Windstorm Insurance Association's rapidly rising rates are also creating a serious hindrance for economic development along the Texas Gulf Coast.

THEREFORE, BE IT RESOLVED that the Port Commission submits this Resolution in opposition to the Texas Windstorm Insurance Association proposed premium rate increase; and

THEREFORE, BE IT FURTHER RESOLVED, that the Port Commission further requests that the Texas Windstorm Insurance Association looks at other ways to achieve the goal of generating revenue to pay claims that will not put recovering communities at a disadvantage.

Adopted THIS THE 20TH DAY OF August 2019 by the Port Commission of the Port of Corpus Christi Authority of Nueces County, Texas.

9c. The Commission received an overview of IH-14 Corridor from Judge John P. Thompson, former Polk County Judge and Chairman, IH-14 Coalition.

9d. The Commission received a presentation from the Coastal Bend Bays & Estuaries Program's Executive Director.

10. Open Agenda

10a. United States Department of Transportation Maritime Division (MARAD) Port Infrastructure Development Program: Staff requested approval to apply for \$22,000,000 through the United States Department of Transportation (USDOT) Maritime Administration (MARAD) Port Infrastructure Development Program for the expansion of Oil Dock 3, the first phase of a four-phased redevelopment of the Avery Point Docks.

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

10b. Payment to the U.S. Army Corps of Engineers for DMPA No. 10: Staff recommended approval of payment to the U.S. Army Corps of Engineers (USACE) in an amount not to exceed \$666,000 for PCCA's cost-share associated with a contract to increase dredge material placement area capacity for federal, PCCA, and third-party use at Dredge Material Placement Area No. 10.

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

10c. Service Order No. 2 with AECOM Technical Services, Inc., under Master Services Agreement No. 18-10: Staff recommended approval, in the form presented to the meeting, of Service Order No. 2 with AECOM Technical Services, Inc., in an amount not to exceed \$803,003 under Master Services Agreement No. 18-10 to provide additional engineering services, including design and bid phase services, associated with the Dredge Material Management Plan (DMMP) Beneficial Use Sites SS1, SS2 and M10.

Action: On motion made by Mr. Hoskins and seconded by Mr. Squires, the Commission tabled this item and no action was taken.

10d. 2nd Quarter PCCA Investment Report: Staff recommended approval of PCCA's Investment Report for the 2nd Quarter of 2019.

Action: On motion made by Mr. Engel and seconded by Mr. Squires, the Commission approved the Investment Report for the 2nd Quarter of 2019 in the form presented to the meeting.

10e. 2nd Quarter PCCA Financial Report: Staff recommended approval of PCCA's Financial Report for the 2nd Quarter of 2019.

Action: On motion made by Mr. Valls and seconded by Mr. Squires the Commission approved the Financial Report for the 2nd Quarter of 2019 in the form presented to the meeting.

10f. Engagement of Services with Korn Ferry (US): Staff recommended approval, in the form presented to the meeting, of a Statement of Work agreement with Korn Ferry (US) to conduct a search for PCCA's next Director of Engineering Services with fees and expenses not to exceed \$100,000.

Action: After discussion, Ms. Hilliard moved the approval of the Statement of Work agreement with Korn Ferry (US) as presented. Mr. Squires seconded the motion. The motion failed with the following commissioners voting against the motion: Mr. Engel, Mr. Hoskins, Mr. Bowers and Mr. Valls.

Mr. Engel then moved approval of the Statement of Work agreement with Korn Ferry if Korn Ferry agrees to a success fee. Mr. Valls seconded the motion, and the motion passed with Mr. Hoskins opposing. In this context a success fee means that Korn Ferry will not earn the full amount of the professional fee specified in their contract unless PCCA hires a candidate.

10g. Professional Engineering Services Agreement with Pond & Company, Inc.: Staff recommended approval, in the form presented in the meeting, of a Professional Engineering Services Contract with Pond & Company, Inc. in an amount not to exceed \$1,430,695 to provide engineering services to prepare the final design and contract documents for construction of the upland crude terminal facilities project at Harbor Island.

Action: On motion made by Mr. Valls and seconded by Mr. Squires, the Commission approved Staff's recommendation. Mr. Hoskins voted against the motion. Mr. Valls asked Staff to begin providing to the Audit and LRP committees a monthly recap of expenses on this Harbor Island project until FID (final investment decision).

10h. Professional Engineering Services Contract with Schneider Electric: Staff recommended approval, in the form presented to the meeting, of a Professional Engineering Services Contract with Schneider Electric in an amount not to exceed \$251,502 to provide the engineering services necessary to assess

facts and optimal power choices to meet Lone Star Ports' project schedule, cost, resilience, and sustainability options at Harbor Island.

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

10i. Resolution Approving an Agreement between the United States Army Corps of Engineers and the Port of Corpus Christi Authority: Staff asked the Commission to adopt a resolution approving an agreement with the United States Army Corps of Engineers (USACE) for the provision of funds to expedite reviews of PCCA's maritime projects and to authorize the payment of \$200,00 per year to USACE for a period of three years to fund a full-time USACE employee to serve in expediting reviews of PCCA projects.

Action: On motion made by Mr. Bowers and seconded by Mr. Valls, the Commission authorized the payment of \$200,000 per year to USACE for a period of three years to fund a full-time USACE employee to serve in expediting reviews of PCCA projects and adopted the following resolution:

**RESOLUTION APPROVING AGREEMENT BETWEEN THE DEPARTMENT
OF THE ARMY AND THE PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS**

WHEREAS, an Agreement between the Department of the Army (the "Government"), and the Port of Corpus Christi Authority of Nueces County, Texas ("PCCA"), for the provision of funding to expedite reviews of maritime projects (the "Section 214 Agreement") has been presented to PCCA's Port Commission for approval; and

WHEREAS, Section 214 of the Water Resources Development Act of 2000, as amended and codified at 33 U.S.C. Section 2352 ("Section 214") allows the Secretary of the Army ("Secretary") to accept and expend funds contributed by a non-federal public entity to expedite the evaluation of a permit of that entity related to a project or activity for a public purpose under the jurisdiction of the Department of the Army, as long as the acceptance and use of funds will not substantively or procedurally impact impartial decision-making with respect to permits, and imposes certain limitations on and requirements applicable to the use of such authority; and

WHEREAS, the Government's authority to accept and expend funds under Section 214, increases the flexibility for non-federal public entities to contribute funds to expedite the evaluation and processing of permit applications; and

WHEREAS, the Government issued an initial Public Notice dated December 6, 2018, advising the public of its intent to accept and expend funds contributed by PCCA for the expedited review and processing of permit applications;

WHEREAS, the Government issued a final Public Notice dated July 11, 2019, advising the public of the final Funding Agreement between PCCA and the Government for the expedited review and processing of permit applications;

WHEREAS, PCCA is authorized by Section 60.152 of the Texas Water Code, as amended, to enter into the Section 214 Agreement.

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

Section 1. The Port Commission hereby finds and determines that it is necessary and advisable that PCCA enter into the Section 214 Agreement in substantially the form presented to this meeting.

Section 2. The Section 214 Agreement, in substantially the form presented to this meeting, is hereby approved, and the Chief Executive Officer is hereby authorized and directed, for and on behalf of PCCA, to execute the Section 214 Agreement.

Section 3. The Chairman, the Vice Chairman, the Secretary, and the Chief Executive Officer are each hereby severally authorized and directed to execute, attest, seal and deliver any and all additional certificates, documents or other papers and to do any and all things deemed necessary to carry out the intent and purposes of this Resolution.

Section 4. This Resolution is hereby adopted by the Port Commission on August 20, 2019.

Point of Order: The Commission waived the Zahn Rule for the following agenda item:

10j. Amendment No. 2 to 2017 Interlocal Agreement with Texas A&M University-Corpus Christi: Staff recommended approval, in the form presented to the meeting, of Amendment No. 2 to the 2017 Interlocal Cooperation Contract with Texas A&M University – Corpus Christi for operation, maintenance, repair and management of the Corpus Christi Physical Oceanographic Real-Time System (CCPORTS®). Amendment No. 2 obligates PCCA to pay TAMU-CC \$1,514,196 for the purchase, testing and installation of the expanded PORTS equipment for CCPORTS® described in Amendment No. 2 and \$75,679 in annual operation and maintenance costs.

Action: On motion made by Mr. Engel and seconded by Mr. Hoskins, the Commission approved Staff's recommendation and authorized the expenditure of up to \$50,000 for emergency and unscheduled maintenance.

Point of Order: The Commission waived the Zahn Rule for the following agenda item:

10k. Amendment No. 4 to the Operating Rules of the Port Commission:

Staff recommended approval, in the form presented to the meeting, of Amendment No. 4 to the Operating Rules of the Port Commission of the Port of Corpus Christi Authority of Nueces County, Texas. A copy of Amendment No. 4 is attached to these minutes as Attachment A.

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

11. Consent Agenda: A Commissioner requested that Consent Agenda Items 11c, 11d, and 11e be considered separately. Then Mr. Valls moved the approval of the remaining Consent Agenda Items by one vote (the "Consent Agenda Motion"), in accordance with the respective staff recommendations and agreements furnished to the Commission at the meeting. Mr. Engel seconded the motion and the motion passed without objection.

11a. By approval of the Consent Agenda Motion, the Commission approved the First Amendment to Pipeline Easement Agreement with NuStar Logistics, L.P. for a 25' by 50' surface site, located on the northwest corner of Rincon Industrial Park, Nueces County, Texas.

11b. By approval of the Consent Agenda Motion, the Commission approved the First Amendment of Lease Agreement with Corpus Christi Polymers, LLC increasing the current 9.63-acre laydown yard to 17.63-acres located north of the Corpus Christi Polymers, LLC plant site, Nueces County, Texas.

11c. Staff recommended deletion of the "Not to Exceed Amount" in the 2019 Retention Agreement with Baker Wotring LLP for legal work associated with port environmental matters. On motion by Mr. Engel and seconded by Mr. Bowers, the Commission approved a \$250,000 increase in the current "Not to Exceed Amount" in the Baker Wotring agreement. Mr. Hoskins voted no on this motion.

11d. Staff recommended approval of a payment in the amount of \$137,950 for pilot simulation training conducted at the Maritime Institute of Technology & Graduate Studies (MITAGS) to determine the feasibility and safety of new operational parameters for vessel movements on the Corpus Christi Ship Channel. On motion made by Mr. Valls and seconded by Mr. Squires, the Commission approved Staff's recommendation.

11e. Staff recommended approval of a Freight Handlers License for Gulf Coast Limestone. On motion made by Mr. Valls and seconded by Mr. Squires, the Commission approved Staff's recommendation.

11f. By approval of the Consent Agenda Motion, the Commission approved a Consulting Services Contract in the amount of \$95,000 with DiSorbo Consulting,

LLC for consulting services related to obtaining an air permit for the Harbor Island Terminal.

11g. By approval of the Consent Agenda Motion, the Commission approved a Professional Engineering Services Contract in the amount of \$25,200 with Bath Group, Inc. for construction phase support services associated with the electrical upgrades at Various Public Oil Docks project.

11h. By approval of the Consent Agenda Motion, the Commission approved a Professional Engineering Services Contract in the amount of \$80,000 with Naismith Marine Services, Inc., for surveying services for the PCCA Annual Dock Soundings Program.

11i. By approval of the Consent Agenda Motion, the Commission approved a Pipeline Easement and Right of Way Agreement with AEP Texas, Inc. for distribution lines located near Bulk Terminal Road on the north side of Joe Fulton International Trade Corridor, Nueces County, Texas.

11j. By approval of the Consent Agenda Motion, the Commission approved an Amendment to the Fixed Monthly Fee Schedule with Del Richardson & Associates for real property and relocation assistance services in connection with the Harbor Bridge Replacement Project.

11k. By approval of the Consent Agenda Motion, the Commission approved a Professional Engineering Services Contract in the amount of \$139,959 with Schneider Electric, for engineering services to provide a Master Energy Plan for future Harbor Island projects.

12. Chief Executive Officer's Report and Commissioners' Comments:

12a. The Chief Executive Officer submitted his report on upcoming community events, PCCA events and activities of the following PCCA departments during the preceding month: Commercial, External Affairs, Operations and Finance.

12b. Mr. Zahn asked for comments from the Commissioners.

13. Recess Open Session and Convene Executive Session: At 11:51 a.m. Mr. Zahn announced the Commission would go into executive session pursuant to, §551.071 and §551.072 of the Texas Government Code, to deliberate agenda items 13a,13b,13c,13d,13e,13f 13g, and 13h, which were described in the agenda as follows:

13a. Legal advice from PCCA's counsel in connection with Cause No. 2018CCV-60780-4; PCCA, Plaintiff vs. The Port of Corpus Christi, LP, Defendant, and The Port of Corpus Christi, LP, Counter Claimant vs. PCCA, and in their Official Capacities as Commissioners of the Port Authority, the following Commissioners:

Charles W. Zahn, Jr., Wayne Squires, Richard Ralph Valls, Jr., Richard Bowers, David P. Engel, Wes Hoskins, Catherine Tobin Hilliard, And As-Yet Unnamed Co-Conspirators, Counterclaim Defendants, in Nueces County Court at Law No. 4. (§551.071)

13b. Leasing PCCA real property on the north side of the Corpus Christi Ship Channel Inner Harbor. (§551.072)

13c. Legal advice regarding the Port of Corpus Christi Authority vs. Sherwin Alumina Company, LLC, et al. (§551.071)

13d. Discuss engaging legal counsel in connection with municipal permitting requirements imposed on the Port's Marine Terminal Projects. (§551.071)

13e. Legal advice regarding the Port Commission's regulatory authority over vessels operating in the Corpus Christi Ship Channel. (§551.071)

13f. Legal advice regarding PCCA's funding obligations under the Project Partnership Agreement for construction of the Corpus Christi Ship Channel Improvement Project. (§551.071)

13g. Deliberate the value of certain PCCA real property in the vicinity of the Inner Harbor. (§551.072)

13h. Selling PCCA land in San Patricio County. (§551.072)

14. At 2:54 p.m., the Chairman reconvened in Open Session to act on the following agenda items:

14a. Lease Agreement for up to 50 years with POTAC, LLC (a joint venture between Dauphine Midstream, LLC and Mercuria Energy Group Ltd.) for land on the north side of the Corpus Christi Ship Channel Inner Harbor related to marine terminal and associated facilities.

Action: Staff announced that the terms of this lease are still being negotiated and no action was taken.

14b. Engagement of the Law Office of Douglas Allison and Baker Wotring LLP to represent PCCA in connection with municipal permitting requirements imposed on PCCA projects.

Action: On motion made by Mr. Squires and seconded by Mr. Valls, the Commission approved the engagement of the Law Office of Douglas Allison and Baker Wotring LLP to represent PCCA's interests in connection with the municipal permitting requirements being imposed on PCCA's marine terminal project on

Harbor Island as discussed in detail with counsel during the executive session of this meeting. Mr. Hoskins abstained from voting on this motion.

14c. Authorize a request for rehearing or an appeal of the 5th U.S. Circuit Court of Appeals decision in The Matter of SHERWIN ALUMINA COMPANY, L.L.C.; SHERWIN PIPELINE, CIN., Debtors, PORT OF CORPUS CHRISTI AUTHORITY, Appellant v. SHERWIN ALUMINA COMPANY, L.L.C.; SHERWIN PIPELINE, INC., Appellees:

Action: On motion made by Mr. Squires and seconded by Mr. Hoskins, the Commission authorized counsel to request a rehearing or file an appeal in this matter.

14d. Provide \$58,687,500 in additional funds to the U.S. Army Corps of Engineers pursuant to the Project Partnership Agreement for construction of the Corpus Christi Ship Channel Improvement Project.: Staff recommended approval of a payment of \$58,687,500 in additional funds to the U.S. Army Corps of Engineers (USACE) for continued construction of the Corpus Christi Ship Channel Improvement Project.

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

14e. Pipeline Easement with Cactus II Pipeline LLC for a 26-inch crude oil and crude oil condensate pipeline crossing the Port of Corpus Christi Authority's land at the Tule Lake Dredge Material Placement Area and into Nueces Bay, Nueces County, Texas.: Staff recommended approval of the terms of this pipeline easement as described in the Agenda Memorandum for this agenda item, but with the addition of a "Most Favored Nations" clause to the easement.

Action: On motion made by Mr. Squires and seconded by Mr. Bowers, the Commission approved Staff's recommendation and authorized the CEO to execute this pipeline easement in substantially the form presented to the meeting.

15. Adjourn: On motion duly made and seconded, the meeting adjourned at 2:56 p.m.

ATTACHMENT “A”

AMENDMENT NO. 4 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; adopted Amendment No. 1 to the Operating Rules on May 9, 2017; adopted Amendment No. 2 to the Operating Rules on July 17, 2018; and adopted Amendment No. 3 to the Operating Rules on May 2, 2019. At a Commission meeting held on August 20, 2019, at least two- thirds of all Port Commissioners voted to amend the Operating Rules as described below.

A. Section 3 is amended in its entirety to read as follows:

Section 3. Closed Meetings and Confidentiality Policy.

Closed meetings of the Port Commission shall be held in accordance with Subchapter E of Chapter 551 of the Texas Government Code, as amended. The Port Commission may generally hold a closed meeting for one or more of the following reasons:

1. certain consultations with its attorneys;
2. discussions about buying, selling, leasing, and/or transferring real property;
3. consideration of specific personnel matters;
4. discussions about certain economic development matters;
5. discussions about security personnel, security devices, or a security audit; and
6. certain information relating to the subject of emergencies and disasters.

Closed meetings are confidential and it is the policy of the Port Commission that the nature and content of such meetings shall not be disclosed by Port Commissioners, staff members, or any other attendees to any person not entitled to receive such information without Port Commission approval (“Confidentiality Policy”). In accordance with this Confidentiality Policy, any audio, photographic or video recording of the contents of a closed meeting is strictly prohibited, except as otherwise allowed by applicable law.

“Confidential Information” is defined as any information that a Port Commissioner, PCCA employee, or other attendee acquires about a PCCA matter in a closed meeting that is not otherwise publicly available. Confidential Information includes, but is not limited to, the content of all discussions in a closed meeting of the Port Commission, including any and all legal advice, power point presentations, maps, surveys, materials, documents, correspondence, reports, appraisals, evaluations, financial incentives, settlement offers, and contractual terms and conditions prepared or circulated in connection with the discussions in a closed meeting. Confidential Information also includes the discussions and deliberations

themselves. No person shall use this Confidential Information for his or her own personal benefit or to benefit persons or entities other than PCCA. In accordance with the Confidentiality Policy, each Port Commissioner, PCCA employee, and all other attendees shall execute and deliver to the Chief Executive Officer the Confidentiality Pledge attached to these Operating Rules as Attachment One (“Confidentiality Pledge”). Further, a person who is not a Port Commissioner shall not be admitted to a closed meeting of the Port Commission until such person has executed and delivered to the Chief Executive Officer the Confidentiality Pledge. A Port Commissioner who violates this Confidentiality Policy shall be subject to censure under Section 14 of these Operating Rules regardless of whether the Commissioner has signed the Confidentiality Pledge.

If a Port Commissioner determines that he or she has a conflict of interest with respect to any matter on the agenda for a closed meeting, the Commissioner shall announce, prior to commencing discussions on the matter at issue, that he or she has a conflict of interest with respect to such matter and shall excuse himself or herself from the meeting while that matter is being discussed. A Port Commissioner who is suing or planning to sue PCCA is prohibited from using his or her position to obtain Confidential Information related to the litigation and may not attend a closed meeting regarding the litigation.

B. A new Section 14 is added to the Operating Rules to read as follows:

Section 14. Censure.

In order to deter violations of law and serious violations of these Operating Rules, the Port Commission may take formal action against its Commissioners for such misconduct in the form of censure. Censure is a formal resolution of the Commission reprimanding one of its own members for specified conduct, generally a violation of law or of these Operating Rules where the violation of policy is considered to be a serious offense. Censure should not follow an occasional error in judgment, which occurs in good faith and is unintentional. Censure carries no fine or suspension of the rights of the member as a Port Commissioner, but a censure is a punitive action that serves as a punishment for wrongdoing. The procedure for censure is as follows:

- a.** For purposes of this procedure, “Facilitator” means the Chair of the Commission, if the Chair is not the accused, or the Vice Chair of the Commission if the Chair is the accused.
- b.** Any two members of the Commission may submit, in writing to the Facilitator, a complaint and request for a censure hearing concerning an alleged violation of law or serious violation of these Operating Rules by another member. The complaint shall provide specific allegations and any supporting evidence of specific conduct that allegedly violates existing law or these Operating Rules.

c. The complaining members shall provide the accused Commission member with a copy of the complaint and request for censure as soon as possible following delivery of same to the Facilitator.

d. The Facilitator shall review the allegations of the complaint and conduct whatever investigation into the allegations of the complaint as he or she deems necessary. The Chief Executive Officer shall provide the Facilitator with such administrative support as may be necessary to assist in the Facilitator's investigation and report to the Commission.

e. Upon completion of his or her review of the complaint and any investigation, the Facilitator shall determine if, considering all the facts and evidence, there are reasonable grounds to believe or not believe that the alleged violation of law or serious violation of these Operating Rules occurred. The Facilitator shall prepare a written report to the Commission stating the specific law or policy allegedly violated, and summarizing the complaint, evidence, and the results of his or her investigation. The Facilitator's report shall also include the Facilitator's determination that either the complaint is supported by sufficient evidence of a violation of law or serious violation of these Operating Rules to warrant a censure hearing, or, alternatively, that the complaint is not supported by sufficient evidence of a violation of law or serious violation of these Operating Rules to warrant a censure hearing. The Facilitator shall deliver his or her report to the full Commission in a closed meeting pursuant to Section 551.074, Texas Government Code.

f. If the Facilitator determines that the allegations are supported and a censure hearing is warranted, the Facilitator shall direct the Chief Executive Officer to set the matter for a public censure hearing before the Commission. If the Facilitator concludes that the allegations are not supported and a censure hearing is not warranted, no further action on the complaint will be taken.

g. If a public hearing is set before the Commission, prior to any formal action by the Commission to censure a member, the member against whom censure is sought is entitled to due process of law, which requires notice and an opportunity to be heard, including the opportunity to refute evidence against him or her. The notice of the hearing shall be far enough in advance to give the member subject to censure adequate time to review the allegations and evidence against him or her and prepare a defense, but no longer than 30 days from the date of the Facilitator's report to the Commission.

h. At any time during the censure hearing, the hearing may be terminated with the approval of at least four members of the Commission other than the accused Commissioner. Should

the hearing be terminated pursuant to the preceding sentence, no further action on the complaint will be taken.

i. A Commission decision to censure requires the adoption of a resolution making findings, based on substantial evidence, that the member has engaged in conduct that constitutes a violation of law or a serious violation of these Operating Rules. The resolution must be approved by at least four members of the Commission. The accused Commission member shall not participate in the Commission's deliberations after the public hearing is closed or in any vote by the Commission on the proposed censure.

C. The form of Confidentiality Pledge attached hereto as Attachment One shall constitute Attachment One to the Operating Rules.

ADOPTED BY THE PORT COMMISSION the 20th day of August, 2019.

ATTACHMENT ONE

CONFIDENTIALITY POLICY AND PLEDGE CONCERNING CLOSED MEETINGS OF THE PORT COMMISSION OF THE PORT OF CORPUS CHRISTI AUTHORITY

Closed meetings of the Port Commission of the Port of Corpus Christi Authority (“PCCA”) are confidential and it is the policy of the Port Commission that the nature and content of such meetings shall not be disclosed by Port Commissioners, staff members, or any other attendees to any person not entitled to receive such information without Port Commission approval (“Confidentiality Policy”). In accordance with this Confidentiality Policy, any audio, photographic or video recordings of the contents of a closed meeting is strictly prohibited, except as otherwise required by applicable law.

“Confidential Information” is defined as any information that a Port Commissioner, PCCA employee, or other attendee acquires about a PCCA matter in a closed meeting that is not otherwise publicly available. Confidential information includes, but is not limited to, the content of all discussions in a closed meeting of the Port Commission, including any and all legal advice, power point presentations, maps, surveys, materials, documents, correspondence reports, appraisals, evaluations, financial incentives, settlement offers, contractual terms and conditions, prepared or circulated in connection with the discussions in a closed meeting. Confidential Information also includes the discussions and deliberations themselves. No person shall use this Confidential Information for his or her own personal benefit or to benefit persons or entities other than PCCA.

Any Port Commissioner who discloses Confidential Information is subject to censure, and any PCCA employee who discloses Confidential Information is subject to disciplinary action, including termination of employment. PCCA may terminate its contract(s) with any other person who discloses Confidential Information even if he or she does not actually benefit from the disclosure of such information

I understand the above policy and pledge not to disclose confidential information.

Signature: _____

Print Name: _____

Date: _____

Please sign and return to the Chief Executive Officer

2019 Robstown Economic Development

**GO TO
ROBSTOWN™**

23rd Annual RADC Banquet

- Rosie Collin was the recipient of the Inaugural Mayor's Award.
- Nina Vaca, CEO of Pinnacle Group, gave an outstanding presentation on women in leadership.





New Business

- Chaparral Industrial Services
- Legacy Fuels
- Domino's Dine-In
- Sonic
- Woodmont Group



Port Partnership

- New RIDC & RADC Executive Board Member Commissioner Catherine Tobin Hilliard
- Real Estate Listings
- Working to attract new business
- Websites:
www.portofcc.com
www.robstowndevelopment.com
www.robstownadc.com





San Patricio County EDC Presentation to The Port of Corpus Christi

September 17, 2019

Foster Edwards
Executive Director

Thank you for
your support



Thank you
for appointing
Commissioner Bowers
Commissioner Hoskins

Our Four Main Areas

- Advocacy
- Housing
- Retention of Existing Business
- Recruitment of New Business

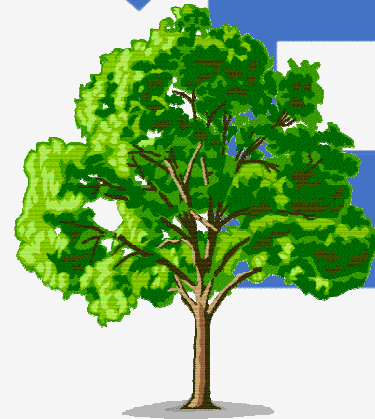


Today Housing and Recruitment

Housing Shortage

Date	Shortage/Units
------	----------------

June	2016	2270
August	2017	3491
June	2018	3519
July	2019	2247



According to Dr. Jim Lee, TAMUCC

Currently a Sellers Market



5.6 Months of Inventory
San Patricio County
Realtors Association MLS





"The housing shortage condition is not sufficiently improving. Since 2000, the average new home value has increased more than 60% in San Patricio County (more than doubled the 30% rate in Nueces County)."

According to Dr. Jim Lee, TAMUCC

In coordination with the Coastal Bend Builders Association, The San Pat EDC has facilitated a meeting with area builders and the leadership of several cities in our county



Current Housing Prospects



3 Apartment Developers


3 Single Family Home Developers



3 Manufacturing Projects
in cooperation with CCREDC

4 Manufacturing Projects

2 Retailers

Aviation/Aerospace 

Air Quality

San Patricio EDC
hosting
Air Quality Group
October 29, 2019



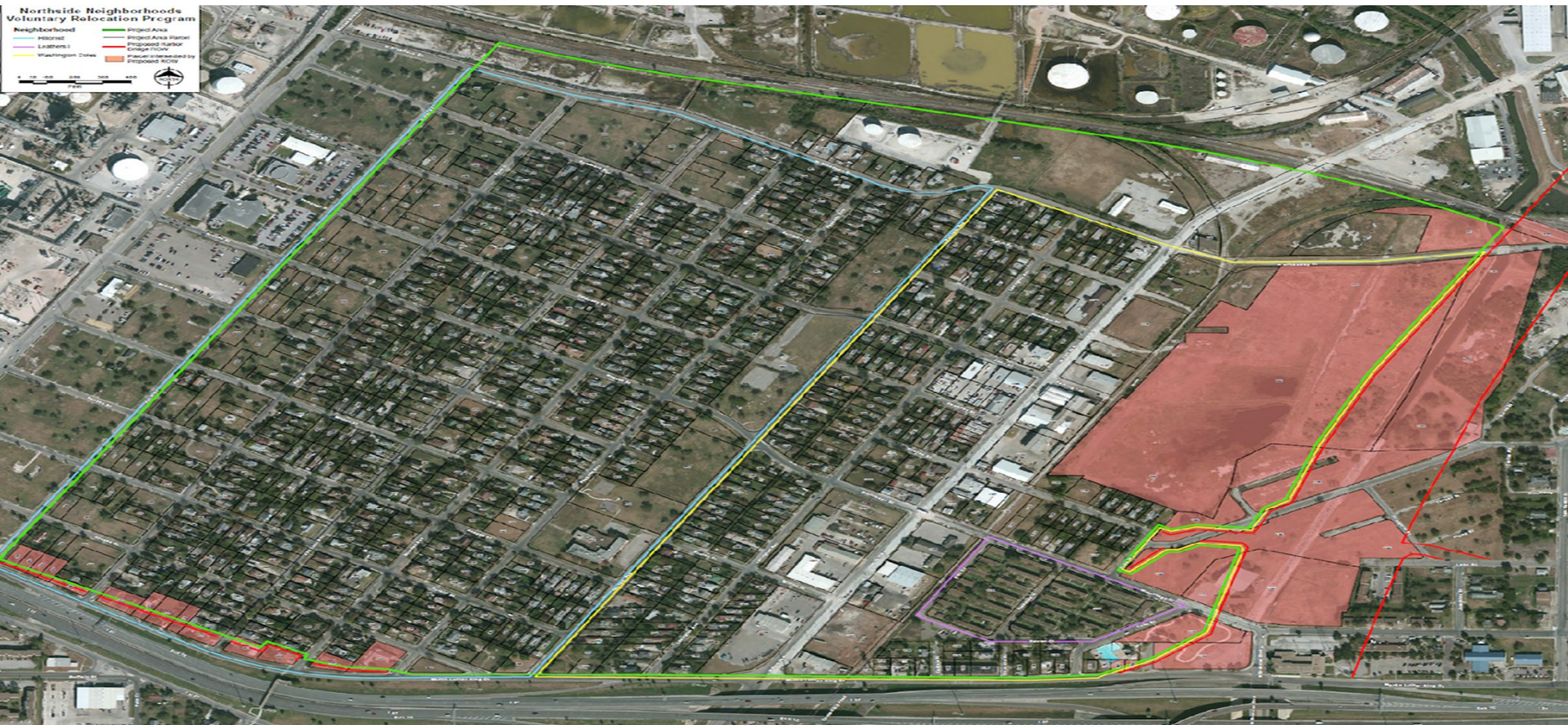
Tribute to Patriots - SPCEDC Annual Banquet
October 17, 2019



REAR ADMIRAL
DANIEL W. DWYER
Chief of
Naval Air Training

Thank
You





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

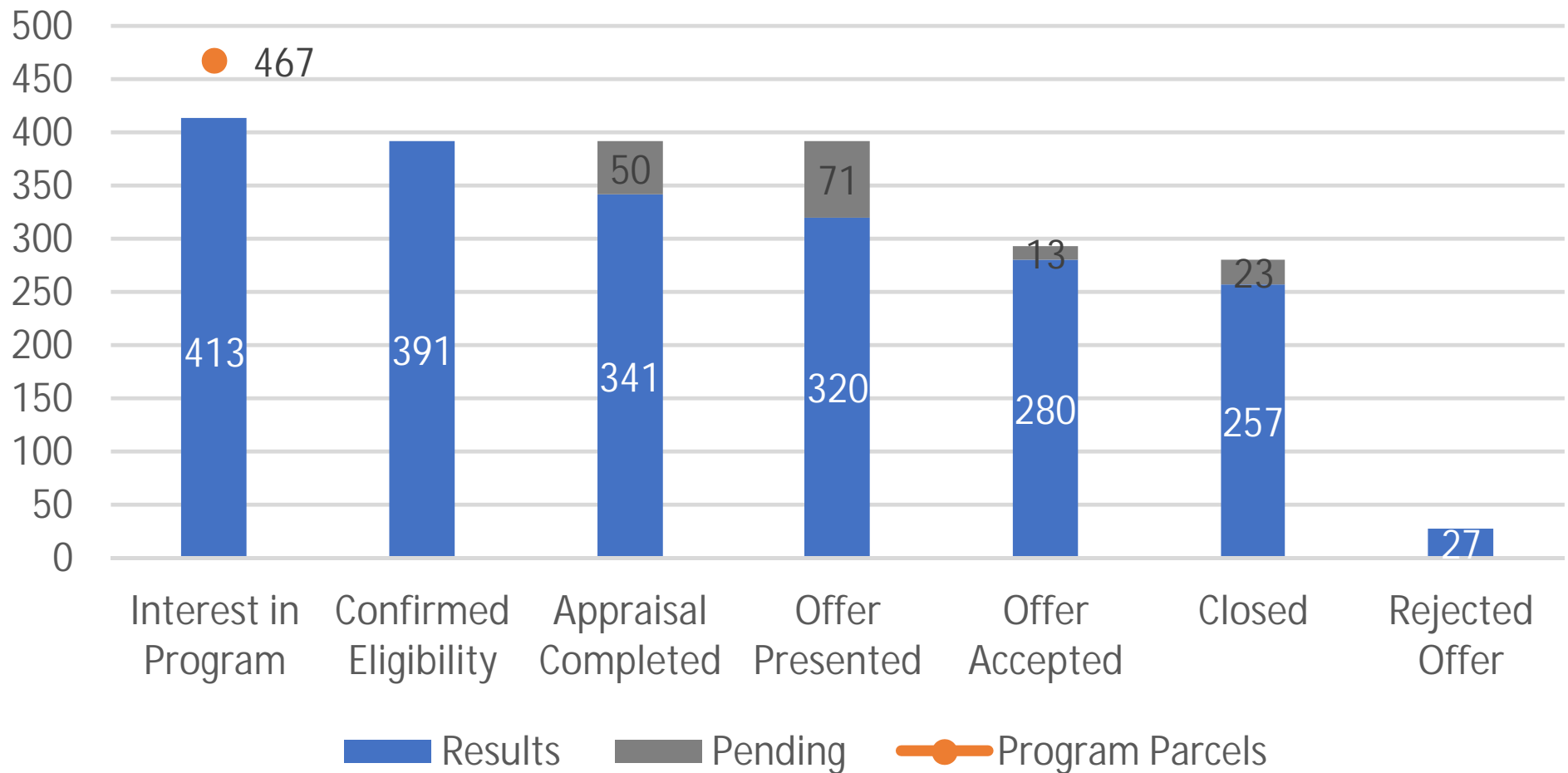
September 17, 2019



PORT CORPUS CHRISTI

Program Progress

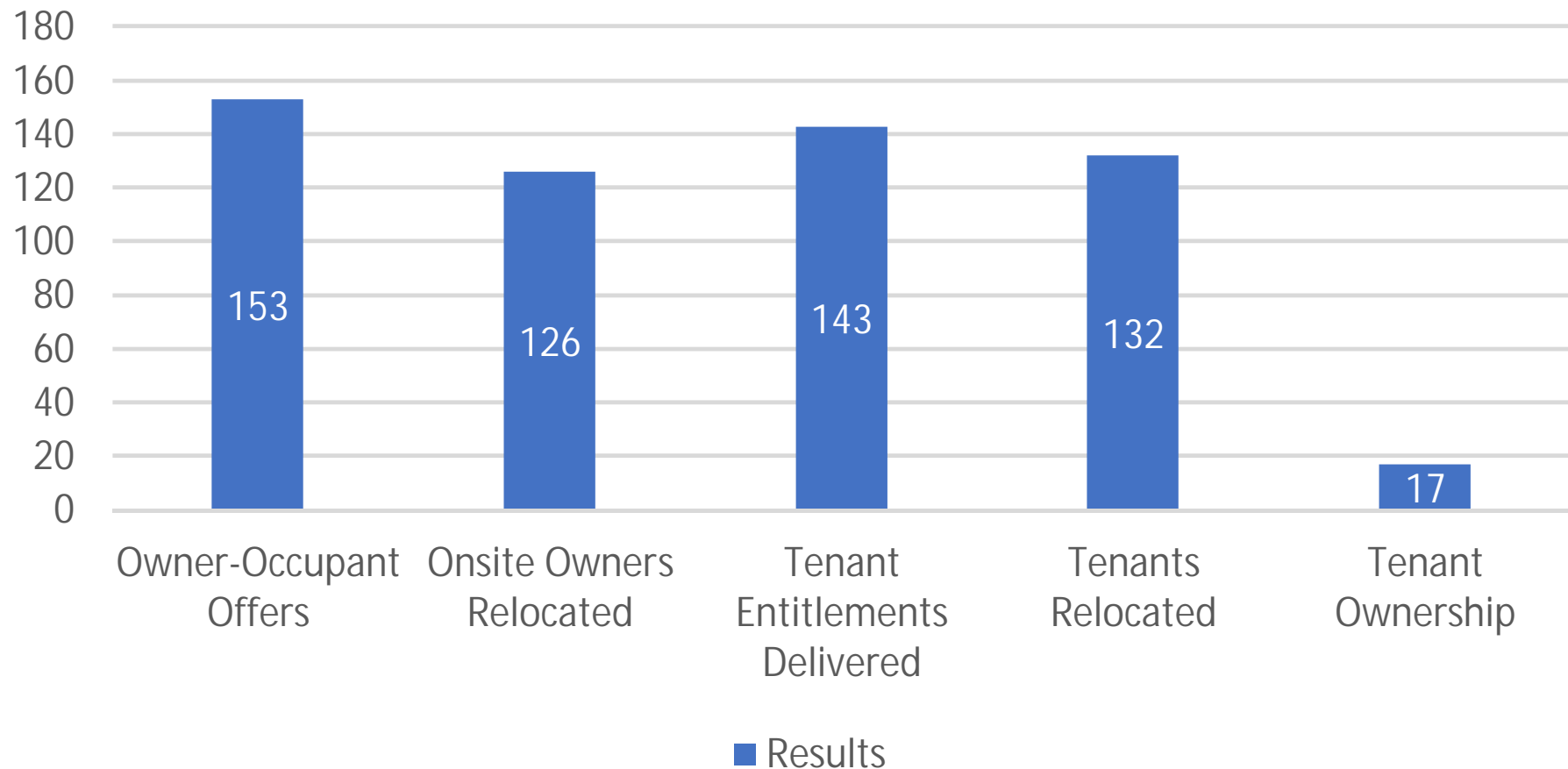
Acquisition



* As of 09/09/2019

Program Progress

Relocation



* As of 09/09/2019

We Still Have Work To Do

Categories	Parcels
Offer to be Issued	71
(Church Offers)	(3)
Offers Pending Acceptance	13
Open Escrows	23
Onsite Owners Searching for Homes	7

* As of 09/09/2019

Legend

91 Closed

165 Demolished

Map Disclaimer:
This Map is for informational purposes
only and has not been prepared for,
or is suitable for legal,
engineering,
or surveying purposes.

PROGRAM CLOSEOUT PLAN IN PROGRESS

Important Dates

- Final day to apply for the program -5/7/2019
- Deadline for eligibility documents - 8/7/2019
 - Last appraisals requested – 8/13/2019
- All sales contract extensions expire – September 2019

-TIMELINE

- Anticipate appraisal completion October 2019
- Present final offers November 2019
- Open final escrows January 2020
- Close final Onsite Owner April 2020
- Close final Landlord June 2020
- All open contracts expire July 2020

Why Some People Chose not to Participate?

103 parcel did not participate in the program, they either declined the offer (27), did not opt into the program (54) or did not provide the required eligibility documents needed to move forward in the program (22).

OWNER OCCUPANTS	LANDLORDS
<ul style="list-style-type: none">• Happy in Hillcrest• Family can not come to agreement• Clouded title• Lack of funds to cover existing liens• Poor credit (financing challenge)• Waiting for better offer down the road• Could not find acceptable replacement property	<ul style="list-style-type: none">• Considered appraised offer low• Loyal tenants• Challenges with tenants• Lack of affordable and available multi-family housing• Unable to duplicate profit margin on a replacement property

Q and A



Thank You!



ENVIRONMENTAL MANAGEMENT SYSTEM

Sarah Garza | Director of Environmental Planning and Compliance

2019 ISO 14001 CERTIFICATION

UPDATE



September 17, 2019 Commission Meeting

Environmental Policy – 5 Key Precepts:

- AIR QUALITY
- WATER QUALITY
- SOILS & SEDIMENT
- WILDLIFE HABITAT
- ENVIRONMENTAL SUSTAINABILITY



PDCA Cycle

Understand environmental impacts related to business and continuously develop improvement activities



Highlights of Quantifiable Successes

- **Recycling Program :**
 - ❖ 1,175,397 pounds; 63,198 gallons; 15,168 components; 42 cubic yards*
- **Improved Air Quality :**
 - ❖ Eliminated community complaints at Bulk Terminal through implementation of air monitoring network
 - ❖ 7 CNG trucks in fleet
 - ❖ Anti-idling policy (Port vehicles + equipment)
- **Reduced Spills :**
 - ❖ Policy changes with Stevedores
 - ❖ Prohibition on leaking equipment at Port facilities
 - ❖ Replacement program for Port fleet
- **Utilizing 100% Renewable Power for Port Operations**

Compliant with Two Different Certification Programs

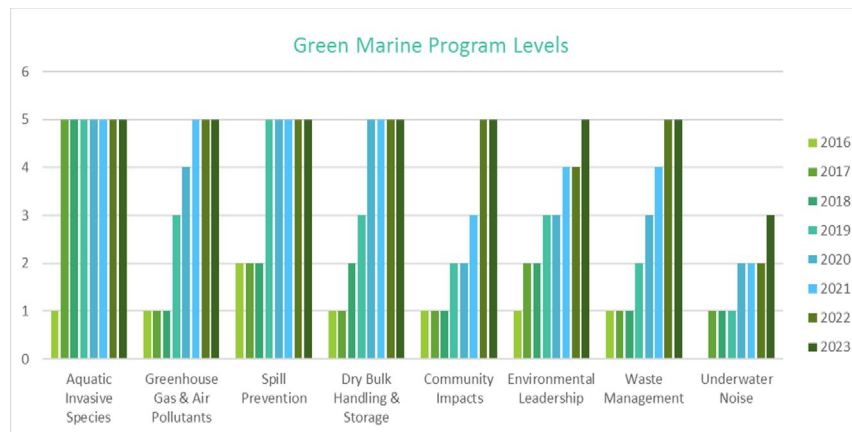


- **RECERTIFICATION AUDIT EVERY 3 YEARS BY ACCREDITED FIRM**
- **SURVEILLANCE AUDIT EVERY YEAR**
- **2019 AUDIT RESULTS** Recommended for recertification with no non-conformances.
- **AUDITOR** indicated he continues to be impressed with the culture, hard work and overall attitude of Port employees with regard to environmental sustainability.

- **ANNUAL SELF-CERTIFICATION**
- **EVALUATION EVERY OTHER YEAR BY GREEN MARINE CERTIFIED AUDITOR**
- **ANNUAL PUBLICATION OF BENCHMARKING**
- **2019 EVALUATION RESULTS** Found that the Port fully meets all of its claimed levels in each performance indicator.
- **AUDITOR** Indicated that the Port could actually claim higher levels in two categories.

Green Marine: Program Areas / Levels

- **AQUATIC INVASIVE SPECIES** - Reduce risk of introducing and propagating aquatic invasive organisms and pathogens associated with ballast water discharges and biofouling
- **GREEN HOUSE GASES AND AIR POLLUTANTS** - Reduce greenhouse gas (GHG) and air pollutant emissions
- **SPILL PREVENTION & STORAGE** - Reduce spills and leakages of dangerous chemicals into the environment
- **DRY BULK HANDLING** - Reduce cargo residue discharges
- **COMMUNITY IMPACTS** - Reduce levels of noise, dust, odor and light
- **ENVIRONMENTAL LEADERSHIP** - Recognize significant influence of ports and seaway corporations as land owners and/or managers over the environmental practices of their tenants and/or port users
- **WASTE MANAGEMENT** - Reduce waste arising and increase recycling



Future Initiatives:

- One new standard annually for each of two precepts of the environmental policy
- New water quality treatment best management practices in 10% of storm water drainage basins
- Level 5 in 5 program categories under Green Marine by 2023
- Development and implementation of Clean Fleet and Clean Equipment Programs
- Expand EMS fence line to all areas of Port (public oil docks)



An aerial photograph of a port area. On the left, a large black and white cargo ship is docked at a pier. The water is a deep blue. In the background, a city with various buildings and a bridge is visible. The sky is clear. The image is framed by a blue and green geometric border.

QUESTIONS?



**RESOLUTION OF APPRECIATION, HONORING THE OUTSTANDING CAREER OF
MAGGIE IGLESIAS-TURNER**

WHEREAS, throughout Maggie Iglesias-Turner's 24-year career in Trade and Business Development, she helped build relationships that resulted in moving import and export cargo on a global scale through the Port of Corpus Christi's facilities and laydown yards, and

WHEREAS, during her remarkable tenure, Ms. Turner became the Port of Corpus Christi's wind energy cargo expert, responsible for securing the first wind farm, Papalote Creek (Phases I, II and III) in Taft, Texas and capturing wind cargo from major international manufacturers as the Port became the premiere Port for this cargo type; and

WHEREAS, throughout Ms. Turner's career, her Spanish speaking abilities proved to be of great value to the Port as it emerged to become the Energy Port of the Americas, and

WHEREAS, Ms. Turner's accomplishments are notable and include her direct involvement in trade exports to Cuba, as well as her role in securing cargo for the Port's newest laydown yard at Rincon West; and

WHEREAS, Ms. Turner was commended for her hard work by the multiple promotions she received during her career at the Port of Corpus Christi, including her roles as Refrigerated Cargoes Manager, General Cargo & Tariff Manager and Manager Business Development Wind Energy & Project Cargo Manager; and

WHEREAS, Ms. Turner is married to Hank Turner and is the proud mother of Alexandra and Ana Rebecca and beloved grandmother to Ana Sofia; and

NOW, THEREFORE BE IT RESOLVED BY THE PORT COMMISSION OF THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, THAT: We hereby honor Maggie Iglesias-Turner for her exemplary leadership and her outstanding contributions to the success of the Port of Corpus Christi Authority's mission; and

BE IT FURTHER RESOLVED, we extend our best wishes to Maggie Iglesias-Turner as she embarks in the exciting next chapter of her life; and

BE IT FURTHER RESOLVED this resolution be made a part of the permanent minutes of this Port Commission and that a copy of the Resolution be furnished to Maggie Iglesias-Turner. Unanimously adopted this 17th day of September 2019.

Thank You for Your Leadership and Service,

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

Mr. Charles Zahn, Jr. – Chair

Mr. Wayne Squires – Vice Chair

Mr. Richard Valls, Jr. – Secretary

Mr. David P. Engel – Commissioner

Mr. Richard Bowers – Commissioner

Mr. Wes Hoskins – Commissioner

Ms. Catherine Tobin Hilliard – Commissioner

RESOLUTION SUPPORTING IH-14 CORRIDOR

WHEREAS, the Port of Corpus Christi Authority of Nueces County, Texas (PCCA), is the second-largest U.S. produced crude export port in the United States, and

WHEREAS, the I-14 Gulf Coast Strategic Highway System will provide a needed link between the Permian Basin, the world's most prolific oil and gas producing region, and PCCA via a proposed interstate highway connection following US Highway 83 between Eden and Junction, and then linking to the Texas Coast via I-10 and I-37; and

WHEREAS, the I-14 Gulf Coast Strategic Highway System will provide significant additional transportation capacity to accommodate the growing oil and natural gas production in the United States creating economic development opportunities in South Texas; and

WHEREAS, the I-14 Gulf Coast Strategic Highway System will provide a safe and efficient transportation artery between our state's military facilities, and those of neighboring states, and PCCA, a Military Strategic Deployment Port; and

WHEREAS, the I-14 corridor across Texas, Louisiana, and Mississippi will provide a needed future alternative to Interstate 10 and Interstate 20 for freight traffic transported across state lines, which in Texas is projected to double by 2040; and

WHEREAS, the I-14 Gulf Coast Strategic Highway System will provide improved means of evacuating coastal areas and will provide a high elevation alternative to periodic closures of sections of Interstate 10 due to high water; and

WHEREAS, H.R. 2220 by United States Representative Brian Babin and 10 other Texas, Mississippi and Louisiana co-sponsors have introduced legislation to accomplish an expanded I-14 designation; and

THEREFORE, BE IT RESOLVED that the Port Commission submit this Resolution in support of expanding the congressionally designated Interstate 14 Corridor to three states; and

THEREFORE, BE IT FURTHER RESOLVED, that the Port Commission further supports the incremental development of the elements of the I-14 Gulf Coast Strategic Highway System and congressional legislative action, as defined in H.R. 2220, expanding the Central Texas Corridor and establishing a Central Louisiana Corridor and a Central Mississippi Corridor, and that each expanded segment of these corridors be designated as a part of the future I-14 Route.

ADOPTED this the 17th day of September 2019 by the Port Commission of the Port of Corpus Christi Authority of Nueces County, Texas.

Charles W. Zahn, Jr.
Port Commission Chairman



DATE: September 17, 2019

TO: Port Commission

FROM: Natasha Fudge, P.E.
Chief of Construction
Engineering Services

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

Approve a Professional Engineering Services Contract in the Amount of \$337,428 with International Consulting Engineers, LLC for Underwater Engineering Inspections of Various Waterfront Facilities.

SUMMARY: Staff recommends approval of a Professional Engineering Services Contract with International Consulting Engineers, LLC (ICE) in an amount not to exceed \$337,428 to provide underwater engineering inspections of various waterfront facilities, including Oil Docks 2, 3, 5, 10, 14, and 15, Cargo Docks 1, 2, 8, and 9, and Bulk Docks 2 and 3.

BACKGROUND: The PCCA routinely performs comprehensive underwater inspections of its dock and waterfront facilities to assess conditions and plan for future upgrades and repairs. Unlike the above-water inspections that staff perform annually, underwater inspections are typically performed on a three to five-year cycle depending on the age and condition of the waterfront facility. On July 24, 2019, staff released a Request for Statements of Qualifications (RFQ) to perform these underwater engineering services, and on August 2, 2019, the PCCA received eight responses to this RFQ. After completing an evaluation of the submitted qualifications, the PCCA determined that ICE was the most qualified firm to provide these professional engineering services and has negotiated the scope and fee included in the attached Professional Engineering Services Contract.

This project includes underwater inspections at Oil Docks 2, 3, 5, 10, 14, and 15, Cargo Docks 1, 2, 8, and 9, and Bulk Material Docks 2 and 3, including general examinations to identify and document current condition, deterioration and damage of pile supported dock structures and bulkheads; removal of marine growth from selected pile and bulkhead locations for detailed examinations, measurements, and photographs; and, surveying the channel bottom to document water depths under pile-supported structures. The project also includes the development of comprehensive reports to document inspection and survey findings and the development and presentation of engineer recommendations for repair, rehabilitation, and maintenance actions. Inspections will conform to ASCE Underwater Investigations Standard Practice Manual. As the inspections will be

performed on active dock facilities, this project requires that ICE accommodate a flexible working schedule to complete the inspection work with minimal disruption to ongoing dock operations.

The ICE team is qualified and has a demonstrated depth of experience performing similar work across the country and at other ports, including a previous underwater inspection project for the PCCA in 2016. Additionally, the lead professional engineer-diver will be operating at ICE's Corpus Christi office, allowing a flexible dock inspection schedule and prompt response capabilities that are required for working at the PCCA's highly utilized docks.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: This project conforms to the PCCA's Strategic Plan 2023 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

EMERGENCY: No.

FINANCIAL IMPACT: This project was included in the Engineering Department's 2019 Professional Services Project Expenditures budget.

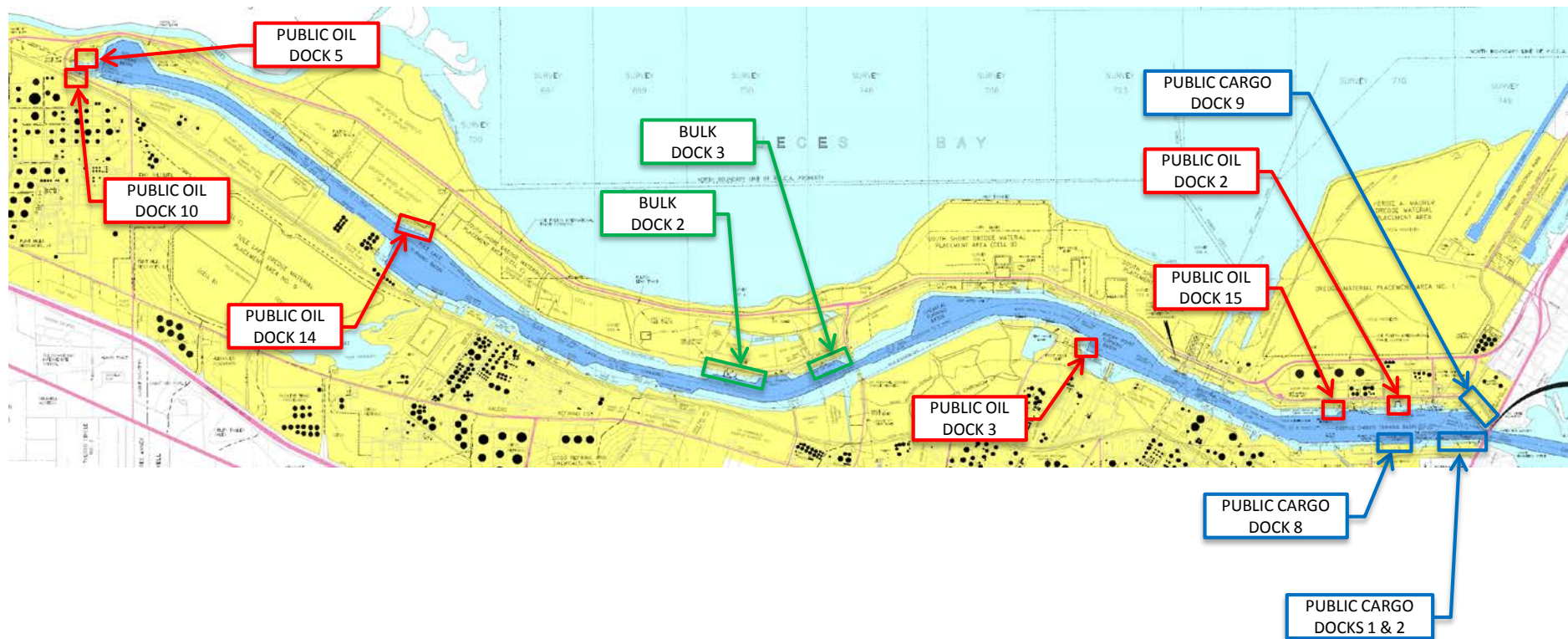
STAFF RECOMMENDATION: Staff recommends approval of the attached Professional Engineering Services Contract with International Consulting Engineers, LLC in an amount not to exceed \$337,428 for the Underwater Engineering Inspections of Various Waterfront Facilities project.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge Sonya Lopez-Sosa Louis Klusmeyer Lynn Angerstein
Legal	PCCA's standard Professional Engineering Services contract
Senior Staff	Sean Strawbridge Clark Robertson Kent Britton

LIST OF SUPPORTING DOCUMENTS:

Map Exhibit
Professional Engineering Services Contract



PROFESSIONAL ENGINEERING SERVICES CONTRACT

PROJECT NAME: UNDERWATER INSPECTIONS OF VARIOUS WATERFRONT FACILITIES PROJECT NUMBER: 19-004A

THIS CONTRACT (the “Contract”) is made and entered into effective as of the 17th day of September, 2019 (“Effective Date”) by and between the Port of Corpus Christi Authority of Nueces County, Texas (“Authority”), and International Consulting Engineers, LLC (“Engineer”), each a “Party” and collectively as “Parties”.

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

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

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

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

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

Jacob Morales, P.E.
Senior Engineer
Port of Corpus Christi Authority
222 Power Street, Corpus Christi, TX
(361) 885-6131
E-mail: jacob@pocca.com

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

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

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

If to the Engineer: Jesus J. Jimenez, P.E.
Jimenez Engineering Solutions, LLC
261 Saratoga Blvd.
Corpus Christi, TX 78417
(361) 826-5805
E-mail: jj@icengineers.net

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

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

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

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

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

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

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

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

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

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

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

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

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

6.11 As of the Effective Date and at all times while providing Services hereunder, the Engineer shall possess and maintain in good standing any and all licenses or other

authorizations and approvals necessary to perform the Services consistent with its status as an independent contractor and in compliance with all applicable laws and regulations;

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

7. COMPENSATION: The compensation to be paid Engineer for providing the Services shall be the compensation described in Exhibit B hereto, which is incorporated herein by reference; provided, however, the total paid to Engineer for the Services shall not exceed **THREE HUNDRED THIRTY-SEVEN THOUSAND FOUR HUNDRED TWENTY-EIGHT DOLLARS AND TWO CENTS (\$337,428.02)**. Engineer will obtain the approval of Authority's Project Representative relative to incurring travel and other expenses before incurring such costs.

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

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

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

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

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

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

12. DISCLOSURE OF INTERESTED PARTIES: Engineer will comply with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas Ethics Commission Rules by preparing a Texas Form 1295, "Certificate of Interested Parties" and submitting the signed form to Authority at the time Engineer 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 Engineer will assign or transfer its interest in this Contract without the written consent of the other.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. SECTION 2270.002, TEXAS GOVERNMENT CODE: Pursuant to Section 2270.002, Texas Government Code, and subject to applicable law if this contract is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Consultant hereby represents that Consultant does not boycott Israel and will not boycott Israel through the term of this Contract. For purposes of this representation, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

26. 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.

27. 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.

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

[Signature page follows this page]

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

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

By: _____
Name: Sean Strawbridge
Title: Chief Executive Officer
Date: _____

“Authority”

**INTERNATIONAL CONSULTING
ENGINEERS, LLC**

By: _____
Name: _____
Title: _____
Date: _____

“Engineer”

EXHIBIT A

SERVICES

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

SCOPE OF WORK:

Engineer will conduct dock inspections of both underwater and above water underside dock platform surfaces and bulkheads for Oil Docks 2, 3, 5, 10, 14, and 15, Cargo Docks 1, 2, 8, and 9, and Bulk Material Docks 2 and 3 to assess the general overall condition of the structures including assigning condition assessment ratings and developing recommended future actions and maintenance activities.

I. DOCK INSPECTIONS:

The inspections will be performed by highly qualified dive team and lead by the engineer diver. Report preparation will be performed by the project engineer, engineer diver under the supervision of the project manager. The tasks will be executed as described below for each individual dock facility:

A. INFORMATION & DOCUMENT RESEARCH:

Engineer will review in detail the existing drawings and any previous inspection reports provided. To assist in optimizing the needs of the survey and assessment, Engineer will identify any missing information that could be helpful for surveys and analyses.

The drawings and reports will be used to develop a set of electronic database files for survey and documentation of findings. For example, during the underwater inspection, the note takers will record observations from the divers directly into an inspection database pre-populated with the results of the previous inspection findings. This will assist the divers with locating existing defects quickly and allow them to rapidly determine if the damage has increased in magnitude or extent.

B. GENERAL REQUIREMENTS:

Engineer and its dive team shall conduct dock inspections of both underwater and above water underside dock platform surfaces and bulkheads to assess the general overall condition of the structures. Extent and severity of deficiencies shall be tabulated and described in a condition assessment report for each dock structure. Condition Assessment Ratings per ASCE MOP-130/SP-101 shall be assigned based on the extent and severity of deficiencies. Recommendations for inspection cycle, repairs, maintenance, or alteration of dock operations shall be presented as part of the conclusion for each dock report.

Inspections and assessment ratings shall conform to ASCE Underwater Investigations Standard Practice Manual SP-101. The Inspection team shall be led and be under the direct on-site supervision of a Registered Professional Engineer licensed to practice in the State of Texas. Furthermore, licensed engineer will personally conduct a minimum of 35 percent of the diving inspection work at each facility.

C. UNDERWATER AND ABOVE WATER INSPECTIONS:

Prior to the field activities, the team will have an internal meeting to review the findings of the previous condition assessment reports (if any for a particular dock), and the typical element types and defects that may be encountered. Engineer will utilize the *Waterfront Facilities Inspection & Assessment, Standard Practice Manual SP- 101* as a guide for inspection planning.

The level of effort and inspection focus for underwater elements shall be per ASCE MOP-130/SP-101. In the event Authority's requirements differ from ASCE, the more specific or restrictive shall apply.

- Elements of the scope of work to be performed generally include, but may not be limited to:
 - Level I inspections to be performed on 100 percent of the underwater piles, and will include a visual and tactile inspection from the mud line to the high water line. The inspection of the piles must also extend above the water line to the cap, where accessible from a boat, and include the pier caps, walls, beams and deck soffits to the extent practicable.
 - Level II inspection will be conducted on 20 percent of the piles for each dock structure. Level II inspections will involve removal of approximately 12" wide band of marine growth from around the pile at top, mid and bottom elevations. Approximately 30 percent of the Level II inspections will be conducted on piles along the face of the dock. The remaining 70 percent will be a randomly selected locations throughout the entire structure.
 - Level III inspection will be conducted on 5 percent of the piles for each structure. Level III inspections will include steel ultrasonic thickness measurements and/or timber coring, if applicable.
 - Bulkhead inspections will include a Level I inspection on 100 percent of the bulkhead face from mud line to the high water line. The inspection must also extend above the water line to the cap, where accessible from a boat, and include the cap soffit and face where practicable. Level II inspection be conducted along bulkheads and will include cleaning a minimum 12" x 12" area at the top, middle and bottom elevations every 100 feet along the bulkhead. Level III inspections will include steel ultrasonic readings at each Level II inspection point.

- A visual evaluation of any existing barrier wraps or cathodic protection systems will also be performed. This evaluation will include inspection of sacrificial anodes, where applicable, and measurements on a representative sample (20 percent) of sacrificial anodes to obtain loss comparisons to the original anode size.
- Soundings will be taken in lines at each facility beginning from 10 feet outside the dock face, outside face of support pile closest to the top dock slip, and then extending to the shoreline. The sounding lines will be generally parallel to the pile line (perpendicular to the dock face) and will be taken at sufficient spacing and intervals to accurately document and map the slope and elevation of the mud line and depth of water. Sounding measurements will use the current Authority Mean Lower Low Water (MLLW) Datum.
- Any damage, deterioration or condition identified that could adversely impact the integrity and serviceability of a structure will be reported to the Authority Project Manager verbally or by e-mail immediately upon discovery.
- Pile wraps and other such protective barrier systems shall be observed with deficiencies noted.
- Penetration of pile guard system (pile jackets) beyond mud line will be verified and noted.
- Destructive Testing may include timber cores on any timber piles located on docks within the project scope.
- The above water inspection includes the under-deck. The above-deck portions are not included in the scope. The under-deck will be inspected from a small boat. Engineers will note all visible defects and record same along with a proposed method of repair. Any damage, deterioration or condition identified that could adversely impact the integrity and serviceability of a structure will be reported to the Authority Project Engineer verbally or by e-mail immediately upon discovery. Barge fendering systems with limited access will be visually inspected.
- All the observed deficiencies will be noted and tabulated on record drawings and in easy to follow an Excel database by pile row, column, elevation, and/or station. Photo documentation shall be obtained for typical condition, typical defects, and any gross defects where significant.

D. SAFETY AND DIVE OPERATIONS PLANNING:

- Prior to field activities, Engineer will prepare a specific health and safety plan or Job Safety Analysis (JSA) including diving operations based upon Engineer's corporate standard plan and submitted for Authority review and comment.
 - A pre inspection/pre-dive kickoff meeting to be scheduled with Authority and facility personnel with a discussion of known hazards at the site.
 - Coordinate with Authority in regards to Vessel schedule and access to dock outages to perform work.
 - Notifications to the Coast Guard, Port Police, and others as necessary that diving operations will be conducted at the facility.
 - Dives plans in conformance with the US Navy Diving Manual limits.
 - Emergency procedures, numbers, and routes to medical facilities.
 - A review of any unusual marine activity expected in the area.
 - Additional items as necessary as planning proceeds.
- A three-man dive crew of commercially trained divers from the Engineer team shall conduct the inspection. It is anticipated that dive operations shall be most efficient by boat to allow for the maximum flexibility of moving the dive station quickly if Port Operations conflict with Dive Operations. There may be instances where dive operations are best conducted from the dock structure.
- The intended dive mode is surface supplied air diving consistent with industry standards for a facility with limited underwater visibility.
- Due to safety reasons, no underwater inspection work will be performed during the presence of marine vessel at the dock, unless it is evaluated on an individual case basis and deemed permissible by the dive team and the Authority Project Engineer. For instance, underwater inspection a landside bulkhead while a ship is at berth could potentially be an acceptable scenario to maintain productivity in the event of no dock availability to perform underwater inspections.

E. PERFORM ROUTINE / BASELINE INSPECTION:

- The inspections proposed constitute a Routine/Baseline inspection as defined in ASCE MOP-130 (*Waterfront Facilities Inspection and Assessment*) and SP-101. During the course of the inspection, if any structure is found to be in Serious or Critical condition (*As provided in both MOP-130 and SP-101, overall structure Condition Assessment ratings are listed as: Good, Satisfactory, Fair, Poor, Serious, and Critical. These are defined in MOP-130 Table 2-14. Not to be confused with the above, damage ratings (minor, moderate, major, and severe) for individual defects on structure elements are defined in*

tables (2-4 through 2-13) in MOP-130.) Engineer will report to Authority immediately upon discovery and a path forward will be determined by Authority.

- Our engineers and engineer-divers will record the following information:
 - Type of defect (e.g. spall, crack, erosion, or section loss)
 - Location of defect (e.g. side of pile & elevation; deck soffit or bent sides, located X & Y). Including depiction of specific location on a computer generated drawing.
 - Position of the defect on the structural component (e.g. vertical or horizontal)
 - Extent of the defect (e.g. length, width, and depth)
 - Photographs and video of the defects. We will utilize a clearwater box with underwater DSLR camera to record typical defects and provide continuous underwater video for the entire inspection activities including the bulkhead wall.
- Authority personnel will be afforded the opportunity to join Engineer's inspection team at the conclusion of the above water inspection for a tour of the structure below the deck in Engineer's inspection boat to gain personal knowledge of the extent and severity of the typical defects we identify.

F. UNDERWATER CHANNEL BOTTOM/EMBANKMENT INSPECTION

- To inspect the channel bottom/embankment, Engineer's team will obtain profiles every 100 to 150 feet along the face of the wharf. This will be performed by measuring the mudline elevation at relevant structural points like piles and structure face in the cross-section from 10 ft offshore to the associated bulkhead. Where piles or other structural elements are absent within the cross-section, soundings shall be taken approximately every 20 feet on center until the limits of section meet the bulkhead.
- Where an obscured revetment or other issue is known or suspected a graduated steel probe shall be used to determine the distance from the mudline to the top of harder material (i.e., rip-rap) underneath, if any. The probe is typically a 4 to 6 foot long steel rod. The mudline will also be visually inspected (visibility allowing) to determine any areas of instability or other concerns.

G. PREPARE A DATA REPORT OF ALL DEFECTS

- The dive team engineer in assistance of the project engineer and under the supervision of the project manager will document inspection findings and present recommendations in comprehensive inspection reports developed for each structure. Reports will be submitted in draft form for review and comment by Authority. We will respond to Authority comments and revise the report as agreed and directed by Authority. Final reports shall be sealed by Registered Professional Engineer licensed to practice in the State of Texas. Reports will generally include the following elements:

- Introduction and Executive Summary that addresses inspection scope and identified condition.
 - Facility and project description (describe scope of work and methods employed)
 - Findings (provide detailed inspection data, drawings, soundings, etc.)
 - Exhibit map showing locations of inspections, mud line and water elevations
 - Field notes and tables of Level III thickness readings
 - Condition assessment ratings of underwater and above water facility elements
 - Underwater and/or above water photographs of findings
 - Recommendations for future actions and repairs/maintenance activities
 - Sealed by a Registered Professional Engineer licensed to practice in the State of Texas
- In addition, Engineer's team will submit an Excel database of findings which will identify the type, size, location, and position of the defects observed, provide photographs of typical conditions, and summarize the total quantities.

H. CONDITION RATINGS AND INSPECTION CYCLES PER ASCE MOP-130/SP-101

- Once the inspection for an individual facility is complete, Engineer will assign a condition rating per ASCE-130/SP-101. The condition rating shall account for the extent and severity of defects recorded during the inspection. Once assigned, the consultant shall consider the structural element material types, timber, coated steel, concrete, etc., and the local environmental conditions to make a recommendation for the duration of time before the next inspection cycle for each berth. Inspection cycle recommendations shall be per ASCE SP-101 Table 2-2.
- The report will be issued to Authority as a draft for review, questions, comment, and discussion prior to its completion. All the defect information will be included in an electronic database (such as MS Access). The data can then be sorted and queried according to a number of parameters. For example, detailed repair lists can be prepared depending upon the priority of the defects.

DELIVERABLES:

- Documents will be provided as a sealed hard copy; and reproducible electronic (PDF), AutoCad (2013) and native file formats.
- The Engineer will document inspection findings and present recommendations in comprehensive inspection reports developed for each structure. Reports will be submitted in

draft form 14 days after a dock facility has been completely inspected for review and comment by Authority. The Engineer will respond to Authority comments and revise the report as agreed and directed by Authority.

- Final reports must be sealed by Registered Professional Engineer licensed to practice in the State of Texas and submitted to Authority by July 31, 2020. Reports will generally include the following elements:
 - Introduction and Executive Summary that addresses inspection scope and identified condition. Also include a summary table of recommended repairs / action items for each dock facility.
 - Facility and project description (describe scope of work and methods employed).
 - Findings (provide detailed inspection data, drawings, soundings, etc.).
 - Drawings depicting underwater facility elements correlated with inspection findings.
 - Exhibit map showing locations of inspections, mud line and water elevations.
 - Field notes and tables of Level III thickness readings.
 - Condition assessment ratings of underwater and above water facility elements.
 - Underwater and/or above water photographs of findings.
 - Recommendations for future actions and repairs/maintenance activities.

SCHEDULE:

- Engineer will submit draft reports to the Authority no later than 14 days after a dock facility has been completely inspected.
- All final draft reports due by July 31, 2020.
- Scheduling Constraints: Inspections will be performed at active dock facilities which creates a unique working schedule. Dock facilities are highly utilized for marine commerce and therefore scheduling constraints may limit continuous, uninterrupted inspection time at a dock. Engineer's work plan must be flexible with the ability to relocate to another dock facility or temporarily demobilize until the opportunity becomes available to reconvene inspection at a previous unfinished dock facility location. Due to high volumes of marine vessel traffic at dock facilities, time periods between inspections at different docks may extend from one to two weeks.

EXHIBIT B

FEE SCHEDULE

The Engineer will perform the Services described in Exhibit A in accordance with the terms and conditions of this Contract on an hourly fee basis; provided, however, that the total fee for services rendered under this Agreement will not exceed **\$337,428.02**, without Authority's written approval. Services provided by Engineer will be billed at the hourly rates specified in Exhibit B. These fees will cover all of Engineer's overhead costs, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges.

HOURLY RATES	
Project Manager	\$178.00
Alternate PM / QA/QC	\$220.00
Dive Team Leader	\$200.00 / \$175.00
Dive Safety Officer	\$225.00
Diver	\$115.00 / \$155.00 / \$185.00
Project Engineer	\$123.00
CADD	\$97.00
Admin	\$52.00

The Authority agrees to reimburse the Engineer for certain authorized and approved travel expenses incurred by the Engineer during the Term and directly resulting from the Engineer's performance of the Services under this Contract. Authority will also reimburse the Engineer for document production costs and other direct costs (collectively, "Direct Costs") incurred by the Engineer in performing the Services. The Engineer shall submit proper documentation of any such approved travel expenses and Direct Costs to Authority from time to time, and such costs and expenses shall be billed to Authority at Engineer's actual cost.

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

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

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

COST SUMMARY

DOCK	LABOR & MATERIALS (\$)	EQUIPMENT (\$)	TOTAL (\$)
OIL DOCKS			
DOCK 2	\$ 8,736.31	\$ 588.10	\$ 9,324.40
DOCK 3	\$ 8,736.31	\$ 588.10	\$ 9,324.40
DOCK 5	\$ 8,736.31	\$ 588.10	\$ 9,324.40
DOCK 10	\$ 15,542.81	\$ 1,176.19	\$ 16,719.00
DOCK 14	\$ 22,349.31	\$ 1,764.29	\$ 24,113.60
DOCK 15	\$ 25,752.56	\$ 2,058.34	\$ 27,810.89
CARGO DOCKS			
DOCK 1	\$ 29,155.81	\$ 2,352.38	\$ 31,508.19
DOCK 2	\$ 42,768.81	\$ 3,528.57	\$ 46,297.38
DOCK 8	\$ 49,575.31	\$ 4,116.67	\$ 53,691.98
DOCK 9	\$ 42,768.81	\$ 3,528.57	\$ 46,297.38
BULK DOCKS			
DOCK 2	\$ 29,155.81	\$ 2,352.38	\$ 31,508.19
DOCK 3	\$ 29,155.81	\$ 2,352.38	\$ 31,508.19
TOTAL	\$ 312,433.95	\$ 24,994.07	\$ 337,428.02

NOTE:

1. Typically use a 3-man surface supplied air crew.
2. Some Docks are larger than others, some docks have a higher level of difficulty, therefore the cost varies from dock to dock.
3. Prices include report preparation and drawing details depicting results of field work.
4. Equipment costs consist of boat rental, dive equipment, truck use, and other equipment associated with the project
5. This summary was prepared utilizing 34.5 days for underwater inspections with an allowable 8 days of float time between inspections and standby time waiting for docks and/or dock access coordination. A combined total of 42.5 days is estimated to complete the project.
6. In the event additional underwater days are required due to dock availability or other circumstances beyond Engineer's control, each additional day required shall be at a cost of \$7,547.

EXHIBIT C

INSURANCE

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

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

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

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

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

F.	Umbrella Liability	\$5,000,000 per Occurrence
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Umbrella liability coverage will apply to Employer's Liability, Commercial General Liability, and Business Automobile Liability.

G.	Protection & Indemnity (P&I) Insurance	\$1,000,000 per Occurrence
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Should any of the work require marine operations, the subcontractor(s) shall provide Protection & Indemnity insurance with respect to bodily injury and/or property damage arising from marine operations. The Authority Parties shall be

designated as an additional insured either by a blanket additional insured or a specific endorsement.

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

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

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

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

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



DATE: September 17, 2019

TO: Port Commission

FROM: Natasha Fudge, P.E.
Chief of Construction
Engineering Services

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

Award a Construction Contract to Russell Marine, LLC, the Lowest and Best Bidder Based on Bids Received on August 30, 2019, in the amount of \$760,617 for the Oil Dock 12 Barge Breasting Structure Upgrades Project.

SUMMARY: Staff recommends award of a construction contract to Russell Marine, LLC for construction of the Oil Dock 12 Barge Breasting Structure Upgrades project. On August 30, 2019, we received two responses to our Notice to Bidders. Russell Marine, LLC submitted the lowest and best bid of \$760,617.

BACKGROUND: Oil Dock 12 was last improved in 2008 and is in need of routine maintenance and upgrades. Due to normal wear and tear and exposure to the harsh marine environment, one of the battered piles has broken away from the vertical king pile at an old unimproved three-pile breasting structure directly to the east of dock structure. This breasting structure is no longer useable and requires replacement. See attached map exhibit. Construction documents were developed to upgrade the existing breasting structure to a more robust 4-pile breasting structure, repair a damaged steel beam that supports the dock, rehabilitate six remaining breasting structures, and complete minor concrete repairs.

The construction contract documents for this project were structured with a Base Bid and four Additive Bid Items. The Base Bid generally includes removing of an existing 3-pile breasting structure and installing a new multi-pile breasting structure. Work also includes rehabilitation of six existing breasting structures, steel dock beam repairs, and maintenance painting of dock steel structures. The four Additive Bid Items include maintenance painting of dock steel supporting structure, unit cost for pipe pile build-up (30-inch diameter), unit cost for pipe pile build-up (18-inch diameter), and standby charges, respectively, should these items be needed during construction.

Bids were evaluated using an Evaluated Bid included in the bid documents. The Evaluated Bid consists of a combination of the Base Bid and theoretical quantity of the Additive Bid Items to give the PCCA the ability to rate the submitted bids on an equitable basis and to provide the best value to the PCCA. See attached Bid Results.

On August 30, 2019, we received two responses to our Notice to Bidders. Russel Marine, LLC has provided the lowest and best Evaluated Bid in the amount of \$810,617. Russell Marine, LLC has successfully completed projects for the PCCA in the past, such as construction of Public Oil Docks 14 & 15, Barge Fender Repairs at Oil Dock 8, Upgrades and Repairs to Bulk Materials Dock 2 Marine Structures, and La Quinta Aquatic Habitat Protection Berm and Levee Repair.

ALTERNATIVES: Delay repairs, reject bids, and rebid the project in the future.

CONFORMITY TO PORT POLICY: This project conforms to the PCCA's Strategic Plan 2023 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

EMERGENCY: None.

FINANCIAL IMPACT: This project was included in the Engineering Department's 2019 capital budget for Oil Dock Supporting Infrastructure Projects.

STAFF RECOMMENDATION: Staff recommends award of a construction contract to Russel Marine, LLC in the Amount of \$705,617 for the Base Bid and approval of Additive Bid Item 1 for maintenance painting of dock steel supporting structure in the amount of \$55,000, for a total award in the amount of \$760,617 for construction of the Oil Dock 12 Barge Breasting Structure Upgrades project.

Staff also recommends acceptance of Additive Bid Item 2 at a unit price of \$11,500 for pipe pile buildup (30-inch diameter), Additive Bid Item 3 at a unit price of \$8,500 for pipe pile buildup (18-inch diameter), and Additive Bid Item 4 at a unit price of \$10,000 for standby charges, should these work items be necessary during construction. Staff further recommends that the Engineering Services Department be granted a contingency in accordance with the revised contingency guidelines.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	Sonya Lopez-Sosa
	Louis Klusmeyer
	Natasha Fudge
	Tony MacDonald
Legal	Standard construction contract
Senior Staff	Sean Strawbridge
	Clark Robertson
	Kent Britton

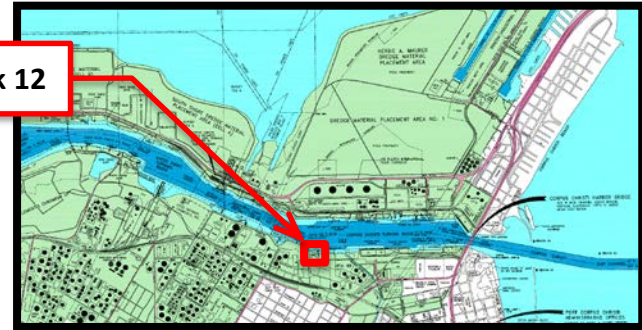
LIST OF SUPPORTING DOCUMENTS:

Map Exhibit
Bid Results

Oil Dock 12 Barge Breasting Structure Upgrade Project



Oil Dock 12



Broken Breasting Structure & Dock Beam Damage



BID RESULTS FOR
Oil Dock 12 Barge Breasting Structure Upgrades
Project No. 18-022A
Bid Opening: Friday, August 30, 2019 @ 2:00 PM

Company Name	Bid Bond or Check	Addendum No. 1	Base Bid ^A	Additive Bid Item 1 ^B	Additive Bid Item 2 ^C	Additive Bid Item 3 ^D	Additive Bid Item 4 ^E	Evaluated Bid ^F
RUSSELL MARINE, LLC.	BB 5%	YES	\$705,617.00	\$55,000.00	\$11,500.00	\$8,500.00	\$10,000.00	\$810,617.00
ORION CONSTRUCTION, LP.	BB 5%	YES	\$835,562.00	\$71,000.00	\$12,600.00	\$7,400.00	\$15,200.00	\$972,162.00

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

^A **BASE BID:** Scope of work generally consists of removal of an existing 3-pile breasting structure and replacing with new multi-pile breasting structure at Oil Dock 12. Work will also include, painting, replacing underwater anodes, and replacing select pile wraps of existing remaining six (6) breasting structures. In addition, steel and concrete dock repairs are part of the work. This is a Lump Sum bid item.

^B **ADDITIVE BID ITEM 1:** Maintenance painting of dock steel supporting structure. (60 Additional Days)

^C **ADDITIVE BID ITEM 2:** Unit cost for pipe pile buildup (10-foot / 30-inch). (5 Additional Days)

^D **ADDITIVE BID ITEM 3:** Unit cost for pipe pile buildup (10-foot / 18-inch). (5 Additional Days)

^E **ADDITIVE BID ITEM 4:** Standby charges.

^F **Evaluated Bid:** Base Bid + (\$_____ Additive Bid Item 1) + (1 EA x \$_____/EA Additive Bid Item 2) + (1 EA x \$_____/EA Additive Bid Item 3) + (3 Days x \$_____/Day Additive Bid Item 4) = \$_____ Total Evaluated Bid



DATE: September 17, 2019

TO: Port Commission

FROM: Louis Klusmeyer, P.E., S.E.
Chief of Design
Engineering Services

ANTICIPATED STAFF PRESENTER: Jenna Clayton, P.E.
Project Engineer

Award a Construction Contract to Mako Contracting, LLC, the Lowest and Best Bidder Based on Bids Received on August 29, 2019, in the Amount of \$724,300, for the Joe Fulton International Trade Corridor Intersection Improvements Project Associated with the TxDOT Rider 45 Grant Awarded to the PCCA.

SUMMARY: Staff recommends award of a construction contract to Mako Contracting, LLC for construction of the Joe Fulton International Trade Corridor Intersection Improvements project. On August 29, 2019, we received one response to our Notice to Bidders (see attached Bid Results). Mako Contracting, LLC submitted the lowest and best bid for \$724,300.

BACKGROUND: The proposed improvements are part of an approved TxDOT Rider 45 grant for intersection improvements aimed at alleviating congestion and safety concerns and improving freight movement along the Joe Fulton International Trade Corridor. Staff engaged Maldonado Burkett Intelligent Transportation Systems, LLP to provide engineering services and to prepare contract documents for the construction of improvements on the following intersections along the Joe Fulton International Trade Corridor: Suntide Road, Bulk Terminal Road, Navigation Blvd., and Avenue F. The Base Bid for the improvements includes the addition of flashing beacons, new signing, and new pavement markings at the intersections and along the Joe Fulton International Trade Corridor. See attached map exhibit.

The project was previously bid on June 5, 2019, and awarded to the same contractor, Mako Contracting, LLC, for an amount of \$488,638.20 and awarded on June 18, 2019, by Port Commission. The contractor rescinded the bid due to an error by one of their subsequent subcontractors in preparing the bid. Engineering staff again reached out to contractors before the pre-bid meeting for the rebid of this project to generate interest. Engineering staff additionally spoke with TxDOT representatives, who confirmed that a limited number of contractors in the area are qualified to perform the sign and flashing beacon installation, which comprises much of the project.

On August 29, 2019, we received one response to our Notice to Bidders. Mako Contracting, LLC has provided the lowest and best bid for the Base Bid. Mako Contracting has successfully completed projects for the PCCA in the past, including the Extension of Bulk Dock 2 Roadway and Concrete Repairs at the Maintenance Facility projects.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: This project conforms to the PCCA's Strategic Plan 2023 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

EMERGENCY: None.

FINANCIAL IMPACT: Construction cost-share for this grant is 80% State and 20% PCCA. This project was included in the Engineering Department's 2019 capital budget for Property & Buildings Supporting Infrastructure Projects.

STAFF RECOMMENDATION: Staff recommends award of a construction contract for the Base Bid in the Amount of \$724,300 to Mako Contracting, LLC for construction of the Joe Fulton International Trade Corridor Intersection Improvements project. Staff further recommends that the Engineering Services Department be granted a contingency in accordance with the PCCA's contingency guidelines for construction projects.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	Louis Klusmeyer
	Sonya Lopez-Sosa
	Natasha Fudge
Legal	Standard construction contract
Senior Staff	Sean Strawbridge
	Clark Robertson
	Kent Britton

LIST OF SUPPORTING DOCUMENTS:

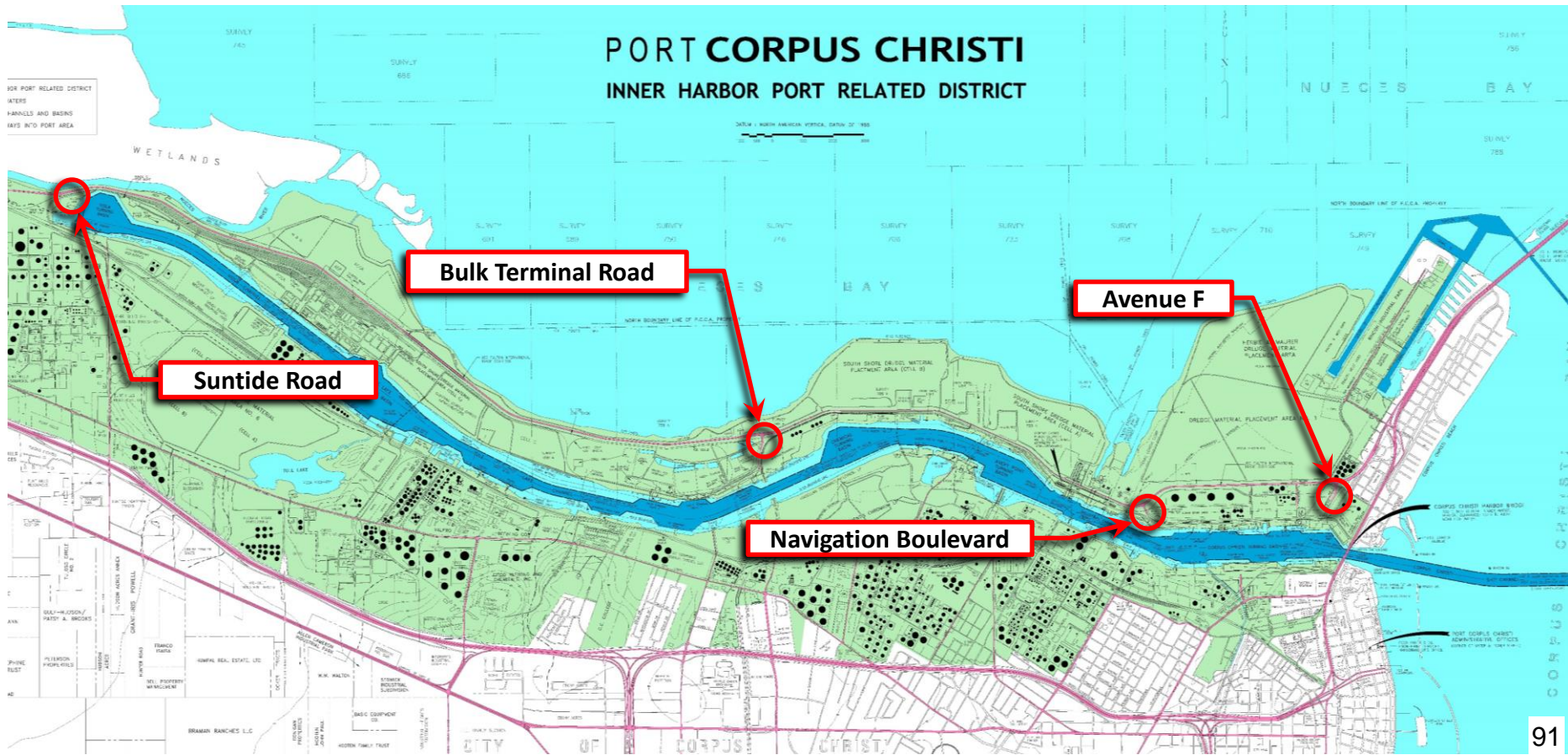
Map Exhibit
Bid Results



PORT CORPUS CHRISTI®

Moving America's Energy

Joe Fulton International Trade Corridor Intersection Improvements





BID RESULTS
Joe Fulton International Trade Corridor - Intersection Improvements (REBID)
Project No. 18-042A
Bid Opening: Thursday, August 29, 2019 @ 2:00 PM

Company Name	Bid Bond or Check	Base Bid ^A
MAKO CONTRACTING, LLC.	5% Bid Bond	\$724,300.00

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

^A**BASE BID:** This project consists of constructing intersection improvements along the Joe Fulton International Trade Corridor. Improvements include installation of flashing beacons, new signing and new pavement markings.



DATE: September 17, 2019

TO: Port Commission

FROM: Donna James-Spruce, Director of Risk Management
donna@pocca.com
(361) 885-6695

Authorize the Purchase of Various Property and Casualty Insurance through the Texas Municipal League Intergovernmental Risk Pool in the amount of \$283,138.66

SUMMARY: Texas Water Code § 60.405 was amended in 2017 and now specifically allows for the purchase of insurance through a district's broker of record. On June 18, 2019, the Port Commission authorized a no-fee professional brokerage services agreement with Carlisle Insurance Agency and the solicitation of property and casualty coverages through Carlisle Insurance. Various lines of liability and property coverage are provided through an interlocal agreement with Texas Municipal Intergovernmental Risk Pool (TMLIRP), which renews annually on October 1, 2019. These coverages are referred to collectively as property and casualty insurance.

Staff seeks authorization to purchase various property and casualty insurance in the amount of \$283,138.66, from TMLIRP for coverages renewing October 1, 2019.

BACKGROUND: Since the 1990's, TMLIRP has provided various coverages including: commercial general liability, auto liability, property, which includes hull and auto physical damage, marine liability, law enforcement liability, errors & omissions and mobile equipment. The Port's broker of record conducted an extensive solicitation, which included TMLIRP and various other carriers for property and casualty coverage and obtained responses from 35 carriers. After reviewing the renewal proposal from TMLIRP and comparing it with the open market responses and quotes, Carlisle Insurance recommended the Port remain with TMLIRP based on pricing differences and deductible increases. The TMLIRP proposal represents a \$80,958.66 increase in pricing over the expiring premium, \$283,138.66 compared to \$202,180. This increase is primarily attributed to rate adjustments associated with the Port's errors and omissions claim history. TMLIRP pricing for auto coverages (liability and physical damage) is far superior to any other prices obtained from the open market. Comparatively, the open market carrier premiums totaled \$561,310, a difference of \$278,171.34 over TMLIRP's renewal premium.

The following is a summary of the TMLIRP property and casualty program;

	Premium	Deductibles	Limits
Commercial General/Marine Liability	\$78,973	\$50,000	\$20,000,000
*Protection & Indemnity			
*Stevedores Liability			
*Wharfingers Liability			
*Unmanned Aircraft			
Auto Liability	\$27,127	\$5,000	\$1,000,000
E&O	\$108,852	\$10,000	\$5M/\$10M
Law Enforcement Liability	\$13,020	\$10,000	\$5M/\$10M
Employee Dishonesty/Crime	\$5,481	\$25,000	\$1M
Hull Personal Property	\$15,701	\$25,000	\$6,441,859
*Fine Arts	Included	\$250	\$72,000
Mobile Equipment	\$9,289	\$1,000	\$2,024,082
Auto Physical Damage	\$30,474	\$250 comp. \$500 collision	Agreed value
 Total Premium	 \$288,917		
2% Annual Payment Discount	\$5,778.34		
Total	\$283,138.66		

This item was presented to the Audit Committee at the August 29, 2019 meeting.

ALTERNATIVES: None, property and casualty insurance coverage will term October 1, 2019.

CONFORMITY TO PORT POLICY: Conforms to Strategic Goal #5-Fund Our Vision.

EMERGENCY: No, however without coverage in place, the Port assumes all risk.

FINANCIAL IMPACT: There is a \$80,958.66 increase over the expiring premium costs. Insurance premiums are budgeted expenses.

STAFF RECOMMENDATION: Staff recommends authorization to purchase property and casualty insurance through the Texas Municipal League Intergovernmental Risk Pool in the amount of \$283,138.66.

DEPARTMENTAL CLEARANCES:

Originating Department	Risk Management
Reviewed & Approved	Kent Britton
	Donna James-Spruce
Legal	Dane Bruun
Senior Staff	Sean Strawbridge

LIST OF SUPPORTING DOCUMENTS: None



DATE: September 17, 2019

TO: Port Commission

FROM: Daniel J. Koesema, P.E., CFM
Chief of Channel Development
dan@pocca.com
(361) 885-6138

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

ANTICIPATED Sarah L. Garza
STAFF PRESENTER: Director of Environmental Planning & Compliance

Approve Service Order No. 2 in the amount of \$803,003 with AECOM Technical Services, Inc., under Master Services Agreement No. 18-10, for Engineering Services for Design of Beneficial Use Sites Supporting Shoreline Protection, Habitat Creation and Placement of Dredge Materials Generated Through Port Development.

SUMMARY: Staff recommends approval of the attached Service Order No. 2 with AECOM Technical Services, Inc., in the amount not to exceed of \$803,003 to provide engineering services, including design and bid phase services associated with Beneficial Use Sites SS1, SS2, and M10.

BACKGROUND: A Dredged Material Management Plan (DMMP) to accommodate dredge material from the channel deepening project was previously developed by AECOM during the permitting activities for the project and several beneficial use sites for placement of dredge material were identified. Three of the locations (SS1, SS2, and M10) provide shoreline restoration and habitat protection and creation. With many projects in the area generating dredge material and on differing timelines, it is essential to have designed solutions when the need to place material arises. This Service Order No. 2 consists of geotechnical investigations, engineering design and bid phase services for Beneficial Use Sites SS1, SS2 and M10.

Beneficial Site SS1 is a shoreline restoration project from damage that occurred as a result of Hurricane Harvey. The design of this project includes restoring the eroded shoreline through the addition of 4.8 million cubic yards of material and armoring to provide protection of Harbor Island and the seagrass areas in Redfish Bay. Beneficial Site SS2 is another restoration to lost land and shoreline that also occurred as a result of

Hurricane Harvey in the area of the Port Aransas Nature Preserve. This design will include restoring the shoreline and two adjacent washouts through the addition of 695,600 cubic yards of material. Beneficial Site M10 includes converting a featureless bay bottom to approximately 329 acres of estuarine/aquatic habitat. The creation of this Beneficial Use Site M10 will allow for the placement of 10.9 million cubic yards of material.

This agenda item was reviewed and approved by Commissioners at the Long Range Planning Committee Meeting on September 5, 2019.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: The project conforms to the PCCA's Strategic Plan 2023, Strategic Goal #3 - Provide Facilities and Services to Meet Customer Needs and Strategic Goal #4 – Be an Environmental Leader.

EMERGENCY: No.

FINANCIAL IMPACT: This project was included in the Engineering Department's 2019 capital budget.

STAFF RECOMMENDATION: Staff recommends approval of the attached Service Order No. 2 with AECOM Technical Services, Inc., in the amount not to exceed \$803,003 to provide engineering services, including design and bid phase services associated with Beneficial Use Sites SS1, SS2, and M10.

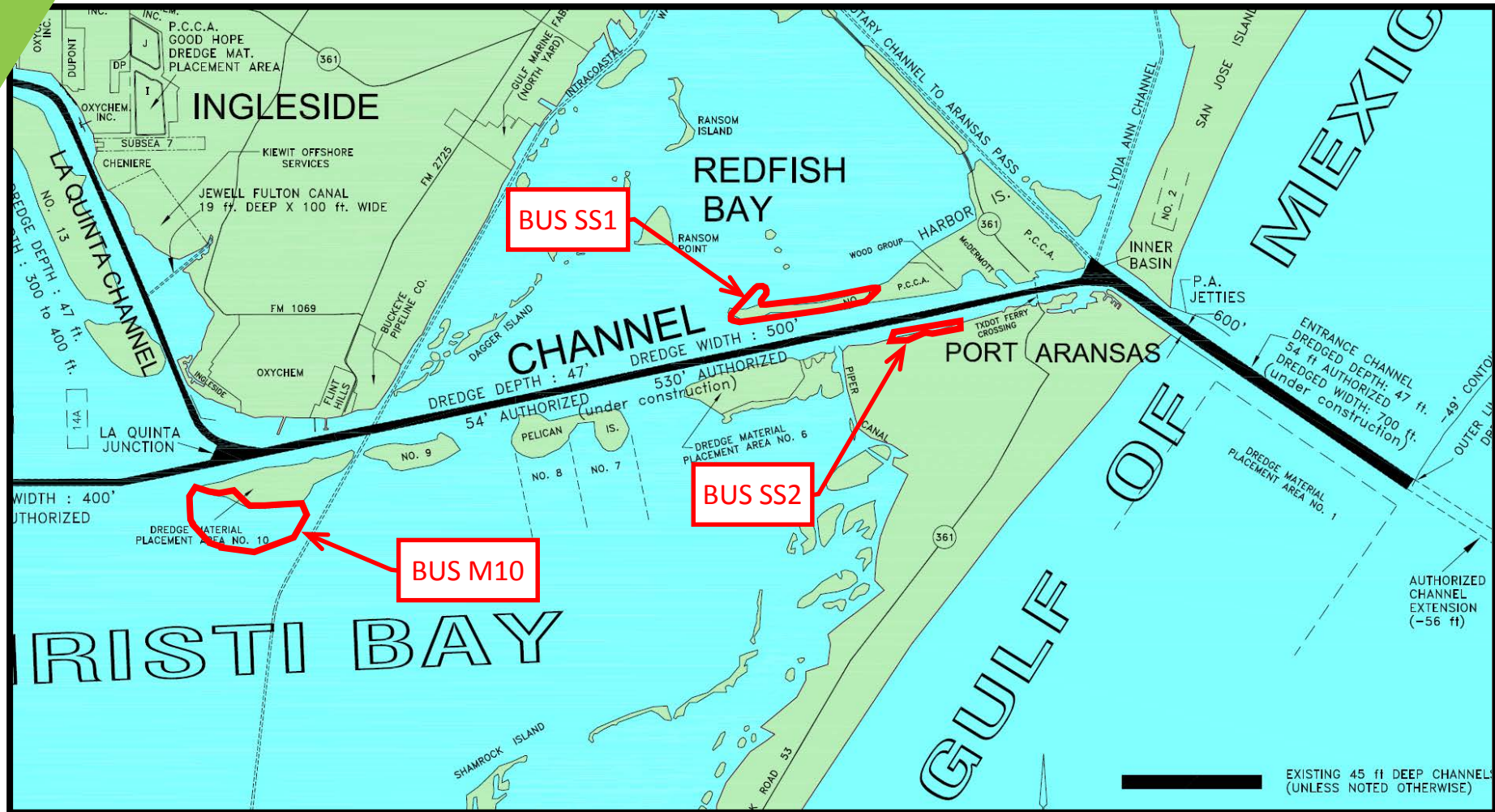
DEPARTMENTAL CLEARANCES:

Originating Department	Channel Development
Reviewed & Approved	Dan Koesema
	Sarah Garza
	Javier Davila
Legal	Dane Bruun
Senior Staff	Sean Strawbridge
	Clark Robertson
	Kent Britton

LIST OF SUPPORTING DOCUMENTS:

Map Exhibit
Service Order No. 2

Beneficial Use Site Locations SS1, SS2, & M10



**SERVICE ORDER
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 18-10**

PROJECT NAME: Development of Beneficial Use Sites SS1, SS2, and M10
PROJECT NO. 18-038B
SERVICE ORDER NO. 2
COMMENCEMENT DATE: September 18, 2019

This Service Order is executed by and between the Port of Corpus Christi Authority of Nueces County, Texas (“PCCA”) and AECOM Technical Services, Inc. (“**Engineer**”). PCCA and Engineer agree that all of the Services authorized by this Service Order shall be subject to the terms and conditions of PCCA’s Master Services Agreement No. 18-10 between PCCA and Engineer, as amended (“**Agreement**”). Upon execution of this Service Order, the Agreement shall be incorporated into and be considered part of this Service Order as if set forth herein in its entirety. Any capitalized terms in this Service Order that are not defined herein shall have the meanings given to them in the Agreement. If there is any inconsistency between the terms of this Service Order and the terms of the Agreement, the terms of this Service Order will control.

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

1. Description of Specific Project:

Engineer is concurrently preparing a Dredged Material Management Plan (DMMP) for the PCCA with conceptual designs for dredged material placement alternatives for the 75-Foot Deepening Project Feasibility Study (pre-existing Service Order No. 1). The scope of work for Service Order No. 2 describes the tasks that will be necessary to complete the detail design, construction drawings, and specifications for placing approximately 6.5 million cubic yards of excavated/dredged material using placement site(s) identified in the aforementioned DMMP. The Engineer will use best engineering practices and judgments to determine the most viable placement site(s) based on the characteristics and volumes of the borrow material and construction efficiencies between multiple projects. It is anticipated the primary placement site to be utilized for this project will be SS1, SS2 and/or M10, with the material allowing for an initial phase of construction of the site(s), working towards future buildout of the 75-Foot Deepening Project.

2. Services of Engineer (Scope of Services)

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

3. PCCA's Responsibilities

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

4. Service Order Schedule

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

Submittal Activity	Anticipated Schedule (business days)
Notice to Proceed (NTP)	September 18, 2019
Preliminary Design (60%) Documents	October 17, 2019
PCCA Provide Comments to Engineer	October 22, 2019
Preliminary Design (95%) Documents	October 31, 2019
PCCA Provide Comments to Engineer	November 5, 2019
Final Design Documents	November 14, 2019
Final Deliverables Due	November 14, 2019

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

5. Method of Compensation

- A. PCCA shall pay Engineer for services rendered under this Service Order using the Standard Hourly Rates with a Ceiling Price. Reimbursable Expenses are included in the Ceiling price.
- B. If this is a Lump Sum Service Order, PCCA shall pay Engineer the following lump sum amount for the services described in this Service Order: Not Applicable.

In addition, PCCA shall reimburse Engineer for the following Named Reimbursable Expenses (if any): Not Applicable.

- C. If this is an Hourly Rates Service Order, the Ceiling Price for this Service Order is **\$803,003**. This price includes hourly rates described in Exhibit B and Reimbursable Expenses described in Exhibit C of MSA 18-10.

The estimated amount of compensation payable for each category of services rendered under this Service Order is as follows:

Description of Additional / Modified Compensation	Amount
Project Management	\$ 58,460
Engineering, Analysis, and Design	\$ 215,810
Subconsultant – Survey	\$ 47,050
Subconsultant – Geotech	\$ 330,000
Subconsultant Markup (5%)	\$ 18,853
Construction Documents/Bid Phase	\$ 127,780
Other Direct Costs	\$ 5,050
TOTAL COMPENSATION (CEILING PRICE)	\$ 803,003

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

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

Survey: Naismith Marine Services, Inc.

Geotechnical: Rock Engineering & Testing Laboratory, Inc.

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

Not Applicable.

8. Exhibits or Attachments to this Service Order:

Not Applicable.

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

Not Applicable.

10. Terms and Conditions

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

[Signature page follows this page]

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

PCCA:

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

By: _____

Name: Sean C. Strawbridge

Title: Chief Executive Officer

Date Signed: _____

Address for giving notice:

222 Power Street
Corpus Christi, Texas 78401
Attention: Director of Engineering Services

PCCA's Designated Representative:

Javier Davila, P.E.

Title: Channel Development Project Engineer

Phone Number: (361) 885-6207

Facsimile Number: (361) 881-5161

E-Mail Address: jdavila@pocca.com

Engineer:

AECOM Technical Services, Inc.

By: MR McCrary

Name: Rod McCrary, P.E.

Title: Vice President

Date Signed: 9/6/19

Address for giving notice:

5444 Westheimer Road, Suite 200
Houston, Texas 77056

Engineer's Designated Representative:

Taylor Nordstrom, P.E.

Title: Coastal Engineer

Phone Number: (281) 675-3535

Facsimile Number: N/A

E-Mail Address: taylor.nordstrom@aecom.com

EXHIBIT A ENGINEER'S SERVICES FOR SERVICE ORDER

PART 1—SERVICES

Engineer is concurrently preparing a Dredged Material Management Plan (DMMP) for PCCA with conceptual designs of each placement options. See Figure 1 below.



Figure 1: Dredged Material Management Plan

The following scope of work describes the tasks that will be necessary to complete the detail design, construction drawings, specifications, and contract documents for constructing SS1, SS2 and/or M10 and placing approximately 6.5 million cubic yards of excavated/dredged material

A1.01 DESIGN AND BID PHASE SERVICES

A. PROJECT MANAGEMENT

1. Client Coordination Meetings

Weekly meetings with PCCA will be conducted to coordinate activities, monitor progress, and address issues as they arise. A meeting agenda will be coordinated with PCCA and its Project Manager (PM). Once a month, this meeting may be conducted in-person in Corpus Christi. The remainder of weekly meetings will be held using teleconferencing and WebEx meeting technology. Progress meetings will be attended by the PM and Task Leaders or additional staff, as appropriate. In order to coordinate efforts, other consultants for PCCA should participate as necessary. Engineer will maintain decision logs for reference throughout this service order.

2. Team Meetings

The Engineer's team will meet internally on a weekly basis to coordinate project activities, monitor progress, and address issues as they arise. Meetings will be attended by the PM and Task Leaders, additional staff, and sub-consultants, as appropriate.

3. Quality Assurance and Quality Control (QA/QC)

Engineer will apply rigorous quality control standards to all deliverables. All comments/edits resulting from project team reviews, along with those resulting from Independent Technical Review internal to Engineer, will be documented and reflected in subsequent drafts.

4. Project Controls

Engineer will provide a monthly progress report to document work completed. A monthly invoice will be prepared and submitted to PCCA along with the progress report.

B. DESIGN AND ENGINEERING

1. Surveys

Hydrographic and topographic surveys are necessary to assess the existing conditions of proposed placement site(s) and to optimize the design for each site. Deliverables will include survey report(s), contour maps, cross-sections, survey datasets, and others, as needed, for detail design purposes.

a. Hydrographic Surveys

Hydrographic surveys will be conducted, and the data used as input to the design of the site(s) and determination of the estimated dredged material volume capacity. Transects

will be established for the hydrographic survey that will be used for repeating the survey over time as the placement site(s) are constructed in the future.

b. Topographic Surveys

Topographic surveys will be taken along the perimeter dikes and portions of the emergent lands above the waterline. This data will be used to inform final design of the site(s), including tie-in locations for future construction.

2. Geotechnical Investigations

Existing data from the Corpus Christi Ship Channel Improvement Project (CCSCIP) and 75-Foot Deepening Project will be collected and evaluated to determine additional geotechnical data required for engineering and design. Where possible, existing data from previous investigations will be utilized to provide cost efficiencies.

Geotechnical investigations for the dredged/excavated material will be obtained by others and will be provided to the Engineer. This data will include quantity (volumes) and type(s) of materials. It is anticipated that the investigations will include comprehensive analytical testing, including grain sizes, water content, Atterberg limits, shear strength, consolidation, and compressibility characteristics.

a. Field Work

A preliminary review of existing borings and probing data in the project area indicates that additional borings are required along the dike alignments of the placement site(s). The associated material testing and analysis will define the foundation conditions to be used to design the footprints /dikes and provide data to calculate long-term foundation settlement, estimate each placement site material capacity, and other placement site dimensions.

The proposed boring program would include the collection of approximately twenty (20) total borings in an attempt to identify the presence and thickness of in-situ soil types that would remain below the fill.

b. Laboratory Testing

Analytical testing for the borings will be conducted to characterize the in-situ materials and how these materials are anticipated to respond to the proposed placement site(s) design.

All testing will be performed according to ASTM standards, where applicable, or with other well-established procedures. Laboratory testing will include classification tests such as moisture content, sample description, material diameters and color values (for sands), unit weight, Atterberg Limits, specific gravity, and sieve analysis. Strength testing will include unconfined compression, unconsolidated-undrained triaxial compression, and multi-stage consolidated undrained triaxial compression.

Consolidation testing by the oedometer test method will be performed to provide data to estimate dike settlement.

c. Engineering Analysis and Report Preparation

Results of the field and laboratory data will be used to develop the engineering properties of the soils at the placement site(s) and support design. A report will be prepared by an engineer specializing in soil mechanics and geotechnical engineering after reviewing available structural, geological, boring, and laboratory data.

d. Slope Stability Analysis

Slope stability of dike features at the placement site(s) will be assessed based on the physical properties of fill materials to meet minimum engineering standards, including a factor of safety of at least 1.5. The engineering calculations will be provided as part of the design documentation.

3. Placement Site Design

a. Design

The proposed DMMP for the 75-Foot Deepening Project incorporates aquatic habitat features into the design of some of the placement sites. Design of these placement sites would typically entail a permanent or temporary containment feature, such as a perimeter or training dike, and subsequently placing material within the placement site to establish habitat features.

Perimeter dike alignment will be determined in accordance with the existing substrate/foundation conditions, based on the geotechnical investigation, to maximize the capacity of the proposed site while maintaining adequate structural stability, construction access, and circulation to marsh habitat. Slope stability and foundation settlement will be considered in determining the dike template and estimated material quantity to achieve the template. Material quantities will be computed by others and will be provided to the Engineer for placement within the project area.

The design will consider the future build-out of the 75-Foot Deepening Project, with this scope of work serving to design the “first phase” of the final placement site, based on the volume of material available to construct the site.

b. Shore Protection

Shore protection (e.g., erosion protection via shoreline armoring) along the exterior of the perimeter dikes will be evaluated to determine adequate components (rip rap, geotextile), armor size and characteristics, and placement. Wind and wave analyses will be conducted to develop alternatives for shore protection. Alternative methods for shore protection will be considered if there exists a project implementation benefit.

C. BID DOCUMENTS

Engineer will prepare the plans, cross sections, technical specifications, and special conditions of the contract supporting the contract documents for constructing and utilizing placement sites for placement of dredge material. Engineer will also develop the bid items and associated quantities for inclusion in the contract, as well as opinions of probable construction costs. Engineer will utilize PCCA's standards for written specifications and CADD requirements for the drawing development. Coordination with other consultants for PCCA may be required and has been addressed under the Project Management Task, above.

1. Drawings and Technical Specifications

Review submittals will be made at 60%, 95%, and final (100%) completion. Engineer will perform an internal QA/QC review of the plans and specifications at each submittal concurrently with the PCCA review in order to maintain the proposed schedule.

Final, issued-for-bid drawings, technical specifications, and supporting contract documents shall be signed and sealed by a Professional Engineer licensed to practice in the State of Texas.

AECOM will not be issuing drawings for construction as part of this scope of work.

D. BID PHASE

Engineer will provide support during the bidding process, including: assistance organizing a pre-bid meeting, responding to contractor technical questions, and preparation of Addenda (if needed).

Engineer will assist PCCA to structure the front-end contract documents to ensure timely project delivery within budget. Key milestones for specified portions of the project may be implemented.

1. Bidding Support

Engineer will prepare and issue Addenda, as needed or as requested by PCCA, to clarify, correct, or change the issued documents. As appropriate, supporting documents for Addenda shall be sealed by a Professional Engineer licensed to practice in the State of Texas.

2. Pre-Bid Meeting

Engineer's PM will attend pre-bid conference and provide a presentation of the technical aspect of the project. The pre-bid meeting will serve as an opportunity for contractors to ask questions and view the actual areas that will be serviced under the contract. At a minimum, Engineer will prepare the meeting agenda, project presentation, and display boards.

E. ASSUMPTIONS AND EXCLUSIONS

1. PCCA will provide data related to the material to be dredged (full geotechnical investigation report(s), calculations, and material quantities). Delivery of geotechnical data and quantities for the dredged material by project initiation is critical to meeting the Service Order Schedule described above.
2. PCCA will provide readily available historical PA data (as-built plans, geotechnical investigations, and magnetometer survey findings).
3. PCCA's preferred placement site(s) include SS1, SS2 and/or M10.
4. This scope of work does not include permitting or agency coordination activities for the proposed placement sites.
5. This scope of work does not include any associated real estate activities for acquiring a lease and/or construction easement for lands not currently leased or owned by PCCA.

DATE: September 17, 2019

TO: Port Commission

FROM: Kent Britton
Chief Financial Officer
kbritton@pocca.com
(361) 885-6114

Approve Changes to PCCA Tariff 100-A, to Create a New Tariff Item for Harbormaster's Fee, a New Tariff Item for Rebilling, and Changes in Language Regarding Late Payment of Invoices to Include Penalties for Late Payment, to go into effect January 1, 2020.

SUMMARY: In an effort to recapture a reasonable portion of the expenses of the Harbormaster's Office, and modernize the tariff language to provide penalties for users of the Port who do not comply with billing and payment processes, Staff recommends the Commission approve the creation of a new tariff for Harbormaster Fees, the creation of a new tariff to assess a fee for rebilling of invoices, and modification of the language regarding late payments to clarify what constitutes late payment and allow assessment of late payment penalties.

BACKGROUND: The Port of Corpus Christi ("PCCA") publishes a comprehensive set of charges for users of the Port under its Tariff 100-A and Bulk Terminal Tariff 1-A, and Supplements. From time to time, PCCA attempts to modernize those charges to properly capture the value provided to users of the Port by PCCA.

The Harbormaster Office provides a valuable service to users of the Port, at an annual cost of approximately \$1.5 million. In addition, PCCA has spent significant capital to provide valuable services to users of the Port, such as the recent approvals of expansion of the Corpus Christi Physical Oceanographic Real-Time System (CCPORTS®) and cost sharing of Pilot training at MITAGS. In an effort to share in some of those costs with the users of the services provided by the Harbormaster, Staff is proposing an additional item be added to PCCA Tariff 100-A as a per vessel call charge, in the following amounts: Barges - \$100; Ships and Ocean-Going Barges - \$300; and the following monthly charge: Cycler Barges - \$400 per month. Staff estimates that those charges will generate approximately \$1.0 million annually, paying for roughly two-thirds of the operating costs, excluding any capital, of the Harbormaster Department.

In addition, PCCA accounting staff spend significant time rebilling invoices, a process that costs PCCA staff time and money, and delays collection of those invoices for 45-60 days while staff and customers sort out the details. The need for rebilling can be avoided on the front end of the billing process by accurate reporting by the customers of the responsible parties for invoicing. With no penalty

for not doing so, we continue to see errors made through simple inattention to detail or unwillingness to spend the time to properly report. There have been approximately 300 rebillings in the first 8 months of 2019. Staff proposes a \$250 charge for each rebill to recoup the staff cost for those rebillings, and to encourage proper reporting.

Staff proposes to clarify existing language in the Tariff to make clear that invoices will be considered late 30 days after the billing date. Staff further proposes the addition of a late fee of 12% annually, compounded monthly, which will give the accounts receivable staff an additional tool to facilitate prompt collections. The current tools, while effective, do not come into play until later in the collections cycle and are more severe and significant than a simple late fee.

Staff proposes to make all these changes to the Tariff effective on January 1, 2020.

ALTERNATIVES: Do nothing at this time

CONFORMITY TO PORT POLICY: This modification will allow PCCA to recover an additional fee for Harbormaster services and other administrative services related to billing of Tariff Items. All fall within PCCA Strategic Goal #4 – Provide Facilities and Services to Meet Customer Needs and PCCA Strategic Goal #5 – Fund our Vision.

EMERGENCY: No.

FINANCIAL IMPACT: The newly created Harbormaster Fee will generate approximately \$1.0 million of additional revenue annually, representing approximately 67% of the operating costs, excluding capital, of the Harbormaster Department at PCCA. The other fees are administrative charges intended to cover existing costs of enforcing our current Tariff.

STAFF RECOMMENDATION: Approval of these change to PCCA Tariff 100-A, to add a new item for Harbormaster Fee, administrative fees for rebilling of invoices and collection of past due invoices and clarifying language to better define when an invoice is past due.

DEPARTMENTAL CLEARANCES:

Originator:	Kent Britton
Legal:	Dane Bruun
Senior Staff:	Sean Strawbridge

**Port of Corpus Christi
Proposed Tariff Changes
Effective Date January 1, 2020**

Creation of New Harbormaster Fee

To be added as **ITEM 302 HARBORMASTER FEE Eff. 1-1-2020**

All commercial ships and barges entering or operating in the Authority's Waterways shall be assessed a Harbormaster Fee (HMF), as provided herein, to assist in defraying the cost of operations of the Authority's Harbormaster Department, including personnel and equipment. For purposes of the HMF, the "Authority's Waterways" means, collectively, the Corpus Christi Ship Channel, the La Quinta Channel, the Jewel Fulton Canal, and the Rincon Canals.

For commercial ships and barges entering the Authority's Waterways the HMF is as follows:

Ships and ocean-going barges.....	\$300.00
Barges.....	\$100.00

The HMF for entering the Authority's Waterways will be billed upon departure.

For commercial cargo barges that are in the Authority's Waterways for a period of thirty (30) consecutive days or more without leaving the Authority's Waterways, an HMF of \$400.00 will be assessed for each continuous 30-day period. For ocean-going barges that are in the Authority's Waterways for a period of thirty (30) consecutive days or more without leaving the Authority's Waterways, an HMF of \$1,200.00 will be assessed for each continuous 30-day period. The HMF for entering the Authority's Waterways will be billed upon departure.

Barge Rebilling Administrative Fee

To be Added to **ITEM 200 (C) Eff. 6-1-2012**

RESPONSIBILITY FOR PAYMENT OF CHARGES; EXTENSION OF CREDIT; LIENS and also to **ITEM 300 NOTE 2**

Because the Port Authority cannot recognize the many parties involved in barge transportation, the registered owner of a barge is responsible for Port Authority charges accrued by a barge operating in the Port Authority's waterways. The Port Authority may be instructed to invoice another responsible party who shall guarantee payment in writing of the assignment of responsibility; however, such instructions and said guarantee must be received by the Port Authority prior to accrual of Port Authority charges. The Port Authority is not obligated to re-bill a properly submitted invoice to any party. In the event the Port Authority is requested to re-bill a properly submitted invoice, the revised invoice will include a re-bill fee of \$250. The Port Authority is not obligated to re-bill invoices for changes that result in less than a \$50 difference from the original invoice.

Clarification of language regarding late status and addition of a late payment fee

Change third paragraph of **ITEM 210 (C) Eff. 3-20-2018**

CARGO STATEMENT, WHARFAGE TRANSACTION FORM, SHIP'S MANIFEST AND ACCESS TO RECORDS REQUIRED to read as follows:

All invoices are due immediately and payable within thirty (30) days after the invoice date. Payment for all charges must be remitted according to stated terms regardless of when the vessel, her Owner and/or Agents are reimbursed. Any invoice remaining unpaid thirty (30) days after the invoice date will be considered delinquent and will be assessed late fees at a rate of twelve percent (12%) per annum, compounded monthly until paid in full. Continued failure to comply with terms set forth herein may result in being placed on a cash payment basis and on a delinquent party list by the Port Authority.



DATE: September 17, 2019

TO: Port Commission

FROM: Daniel J. Koesema, P.E.
Chief of Channel Development

Approve a Change Order in an amount Not to Exceed \$600,000 with Orion Construction, LP for Standby Charges Associated with the La Quinta Ship Dock Berth Dredging Project.

SUMMARY: Staff requests approval of a Change Order with Orion Construction, LP in an amount not to exceed \$600,000 for standby charges associated with the La Quinta Ship Dock Berthing Project.

BACKGROUND: On October 16, 2018, the Port Commission awarded a construction contract to Orion Construction, LP (Orion) for the La Quinta Ship Dock Berth Dredging Project. The Port Commission also approved an Orion Value Engineering Proposal that incorporated a two-phase dredging approach to the project. The first phase of dredging was completed on September 7, 2019. Initiation of the second phase of dredging has been delayed, pending completion of certain work by the Gulf Coast Growth Ventures (GCGV) dock contractor. The second phase is now anticipated to begin on or before October 7, 2019. In the case that dock construction does not allow for Phase 2 dredging to begin by October 7, 2019, GCGV has requested the PCCA pay standby charges, in the amount of \$2,500 per hour, to ensure the dredge plant remains on-site. Approval of this Change Order will allow for up to 10 days of standby charges beginning on October 8, 2019, 12:00 A.M., for a total amount not to exceed \$600,000.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: The project conforms to the PCCA's Strategic Plan 2023 (Strategic Goal #3 – Provide Facilities & Services to Meet Customer Needs).

EMERGENCY: No

FINANCIAL IMPACT: This project was included in the Engineering Department's 2019 capital budget. This Change Order is within the approved construction contingency. Additionally, per Section 3.04 of the Lease Agreement between GCGV and the PCCA, GCGV will reimburse the PCCA for all reasonable out-of-pocket costs associated with the design and construction of the dock berth. GCGV has confirmed in writing that it is supportive of this change order.

STAFF RECOMMENDATION: Staff recommends approval of a Change Order with Orion Construction, LP in an amount not to exceed \$600,000 for standby charges associated with the La Quinta Ship Dock Berthing Project.

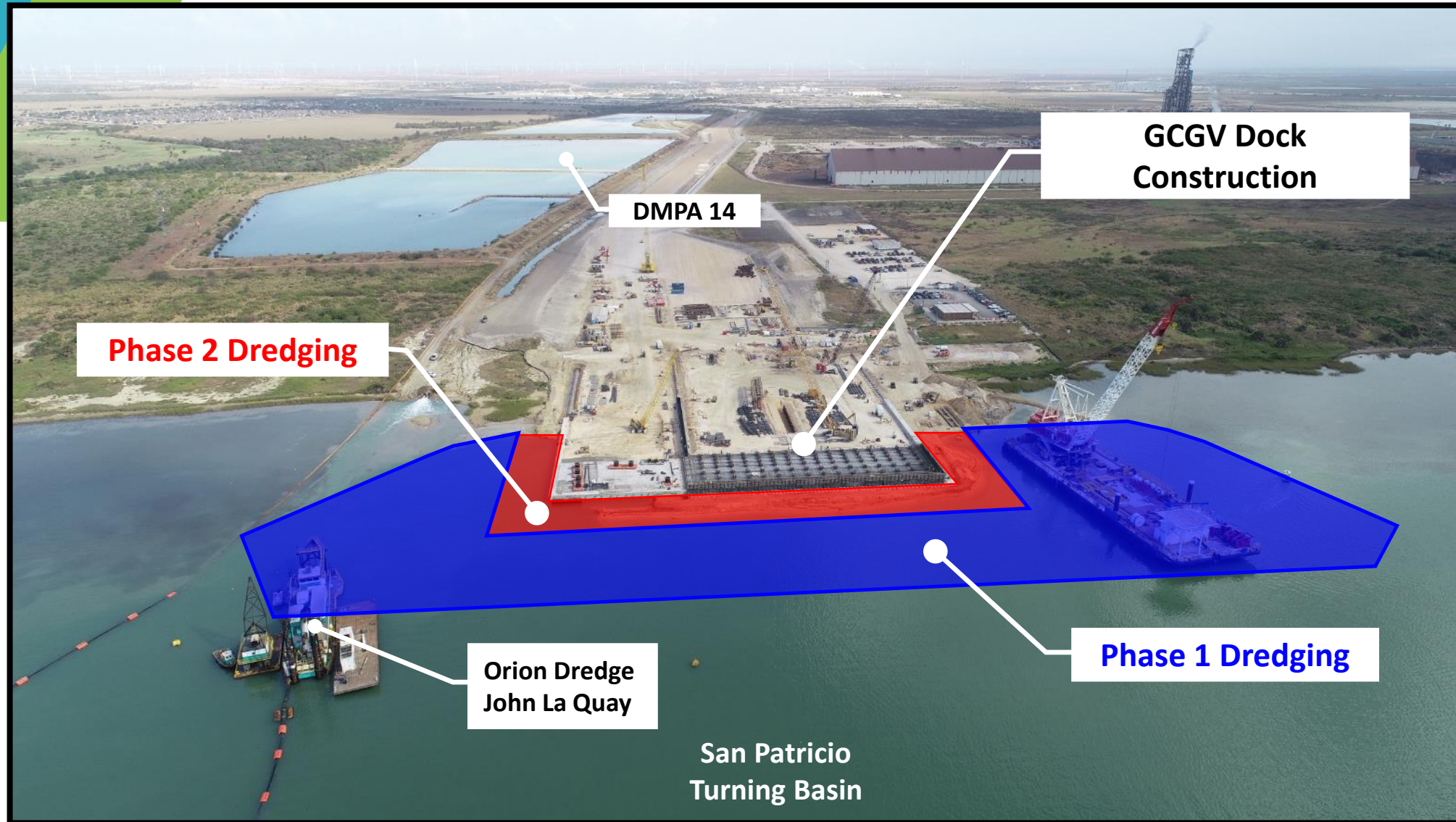
DEPARTMENTAL CLEARANCES:

Originating Department	Channel Development
Reviewed & Approved	Dan Koesema
	Javier Davila
Legal	Dane Bruun
Senior Staff	Sean Strawbridge
	Clark Robertson
	Kent Britton

LIST OF SUPPORTING DOCUMENTS:

Map Exhibit
Change Order

La Quinta Ship Dock Berth Dredging Phases





CHANGE ORDER

Change Order No. 8
Date: September 4, 2019
Page: 1 of 1

PROJECT: La Quinta Berth Dredging
PROJECT NUMBER: 18-028A
CONTRACTOR: Orion Marine Construction

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

Provide an allowance for standby time at a rate of \$2,500/hr starting on October 8, 2019, 12:00 A.M., if dock construction does not allow for Phase 2 Dredging NTP to be issued on October 7, 2019. This Change Order covers 10 days of standby time, from October 8, 2019, 12:00 A.M. to October 18, 2019, 12:00 A.M.

Increase in Contract Price:	\$ 600,000.00
Increase in Contract Time:	0 days

Original Contract Amount:	\$ 14,276,771.25
Total Amount of Previous Change Orders:	\$ -1,028,903.50
Amount of this Change Order:	\$ 600,000.00
Revised Contract Amount:	\$ 13,847,867.75

Notice to Proceed Date:	November 07, 2018
Original Contract Time:	295 days
Previous Changes in Contract Time:	60 days
Calendar Days for this Change Order:	24 days
Revised Contract Time:	379 days
Required Completion Date:	November 21, 2019

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 Orion Marine Construction, as signed by their duly authorized representatives below.

Port of Corpus Christi Authority

Orion Marine Construction

By: _____
Javier Davila, P.E.
Channel Development Project Engineer

By: _____
Mark Slider
Sr. Vice President

By: _____
Daniel J. Koesema, P.E.
Chief of Channel Development

Date: _____

Date: September 4, 2019



DATE: September 17, 2019

TO: Port Commission

FROM: Brenda Reed
Director of Human Resources
reed@pocca.com
(361) 885-6177

Approve One-Year Temporary Employment Services Agreements with Two (2) One-Year Option Periods with L.K. Jordan & Associates and Sterling Personnel, Inc., the Best Respondents Based on Proposals Received on August 2, 2019, for Temporary Employment Agency Services. The Cumulative Agreement(s) Total Annual Amount not to Exceed \$300,000 per Year.

SUMMARY: Staff requests approval to execute one-year agreements with two one-year option periods with L.K. Jordan & Associates and Sterling Personnel, Inc. to provide Temporary Employment Services with the cumulative temporary services agreements annual total amount not to exceed \$300,000.

BACKGROUND: On May 21, 2019, the Port Commission authorized Staff to issue a Request for Proposals (RFP) for temporary employment services. The RFP issued July 23, 2019, resulted in six responses which were reviewed and ranked by a selection committee based on evaluation criteria specified in the RFP. In consideration of the findings of the Selection Committee, Staff selected three firms to provide temporary staffing services to the PCCA for a period of up to three (3) years – L.K. Jordan & Associates, Sterling Personnel, Inc. and Express Employment Professionals. Express Employment Professionals is under contract review. Staff will present a Temporary Employment Services Agreement with Express Employment Professionals at the next Port Commission meeting.

ALTERNATIVES: Direct Hires or current staff overtime

CONFORMITY TO PORT POLICY: Yes – Strategic Plan 6A-1 Recruit, Select & Retain the Best People

EMERGENCY: No

FINANCIAL IMPACT: Not to exceed \$300,000 per year

STAFF RECOMMENDATION: Staff recommends approval of Two Temporary Employment Services Agreements with **L.K. Jordan & Associates and Sterling Personnel, Inc.** for an initial period of one (1) year and options for up to two (2) additional annual periods, effective September 18, 2019.

DEPARTMENTAL CLEARANCES:

Originating Department Human Resources

Reviewed & Approved Brenda Reed

Legal Dane Bruun
Senior Staff Sean Strawbridge
 Kent Britton

LIST OF SUPPORTING DOCUMENTS:

Committee Member Ranking Table
Two Temporary Employment Services Agreements
1. L.K. Jordan & Associates
2. Sterling Personnel, Inc.



PORTCORPUS CHRISTI®

TEMPORARY EMPLOYMENT AGENCY SERVICES

Project No. 19-504A

Committee Members Ranking Sheet

		ECC Alliance	Express Employment Professionals	Labor Finders of Corpus Christi	LK Jordan & Associates	Sterling Personnel	Unique Employment Services
Committee Member 1		67	93	80	98	88	67
Committee Member 2		62	77	42	95	78	73
Committee Member 3		43	57	31	78	73	42
		57.33	75.67	51.00	90.33	79.67	60.67

TEMPORARY EMPLOYMENT SERVICE AGREEMENT

This Temporary Employment Service Agreement (the "Agreement") is entered into this 19th day of September, 2019 ("Effective Date"), between L.K. Jordan & Associates (referred to in this Agreement as the "Agency"), and **Port of Corpus Christi Authority of Nueces County, Texas** (referred to in this Agreement as the "PCCA"), P.O. Box 1541, Corpus Christi, Texas 78403. PCCA and Agency are individually referred to herein as a "Party," and collectively referred to in this Agreement as the "Parties."

RECITALS

WHEREAS, PCCA has a need for "temporary employees" (as defined in section 93.001(1) of the Texas Labor Code, as amended) in its various departments and facilities from time to time; and

WHEREAS, Agency is a duly qualified Temporary Employment Service, as defined below, is located in Corpus Christi, Texas, and employs qualified and competent individuals for the purpose of assigning those individuals to its clients to support or supplement the client's workforce in special work situations, including those set forth in section 93.001(2) of the Texas Labor Code, as amended; and

WHEREAS, PCCA wishes to obtain temporary employees from Agency (and from various other temporary employment service agencies, as applicable) from time to time, as described in the RFP (as defined below); and

WHEREAS, PCCA has complied with the RFP requirements of section 60.454(5) of the Texas Water Code, as amended, in awarding this agreement.

NOW, THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which each of the Parties acknowledge, PCCA and Agency agree as follows:

Section 1. Scope of Agreement and Services to be Provided. The Parties hereby declare their mutual intent to enter into this Agreement on the terms and conditions set forth herein and to be legally bound by the terms and conditions of this Agreement. This Agreement sets forth the terms and conditions under which Agency will perform the services described hereunder and provide Temporary Employees (as defined in Section 2.2) to perform those job functions established by PCCA from time to time. The Agency will provide Temporary Employees to PCCA in the manner set out in this Agreement, beginning on the Effective Date. PCCA may increase or decrease the weekly man hours for any such Temporary Employee(s) when and as PCCA deems necessary, in its sole discretion. PCCA may also increase the weekly man hours for any Temporary Employee(s) on an emergency basis, provided, however, such an emergency increase in weekly man hours may not last more than two (2) weeks unless agreed in writing by the Agency. Except as otherwise expressly set forth herein, Agency shall pay for all labor, materials, equipment, supervision, supplies, transportation, insurance and overhead necessary or required to perform the services required under this Agreement.

Section 2. Construction and Definitions.

2.1 Construction. Unless the context requires otherwise: (i) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, and neuter; (ii) references to Sections refer to Sections of this Agreement; (iii) references to Exhibits refer to the Exhibits attached to this Agreement, each of which is made part hereof for all purposes; (iv) references to laws refer to such laws as they may be amended from time to time, and references to particular provisions of a law include any corresponding provisions of any succeeding law; and (v) references to money refer to legal currency of the United States of America.

2.2 Definitions. The following capitalized terms used herein and not otherwise defined herein shall have the following respective meanings:

“Agency’s Representative” means the person designated as the representative of the Agency for purposes of the provision of services under this Agreement. The Agency Representative shall be Karen Barnes, Branch Manager. Agency may change its representative at any time by giving the PCCA Human Resources Director written notice of the new representative’s name, address, and contact information.

“Claims” means all foreseeable and unforeseeable claims, demands, causes of action, proceedings, liabilities, obligations, losses, damages (including actual, consequential, and punitive), expenses, Legal Costs, judgments, settlements, workers’ compensation claims submitted by Temporary Employees, fines and penalties of any nature or description.

“EMS Requirements” means the PCCA EMS Compliance Requirements for Temporary Employees;

“Facility(s)” means the applicable PCCA department(s) and/or facility(s) requiring Temporary Employees from time to time.

“Hourly Rate” means, with respect to any Temporary Employee, the straight time, base hourly wage to be paid to such person when performing services for PCCA, as agreed upon by the Parties pursuant to Section 3.6.

“Human Resources Director” means the PCCA Director of Human Resources.

“Job Description” means, with respect to any Temporary Employee, the job description for that Temporary Employee which the PCCA Manager furnishes to the Agency’s Representative pursuant to Section 3.1, as applicable.

“Legal Costs” means court costs, attorneys’ fees, experts’ fees or other expenses incurred in investigating, preparing, prosecuting or settling any legal action or proceeding or arbitration, mediation, or other method of alternative dispute resolution.

“Markup Percentage” means, for administrative services, the sum of 100% plus 39%, and, for industrial services, the sum of 100% plus 40 %.

“Overtime Hourly Rate” means, with respect to any Temporary Employee, the Hourly Rate for such person multiplied by 150%.

“PCCA” means Port of Corpus Christi Authority of Nueces County, Texas.

“PCCA Party(ies)” means, collectively, PCCA, and its officers, directors, managers, employees, legal counsel, consultants, and Port Commissioners.

“PCCA Manager” means the director, manager, supervisor, or other designated representative of the applicable PCCA department.

“Port Commissioners” means the Port Commissioners of PCCA.

“RFP” means PCCA's Request for Proposals for Temporary Employment Agency Services, dated July 22, 2019.

“Safety Sensitive Jobs” means those jobs involving judgment which could reasonably be expected to significantly impact health, safety, environment or those jobs that require a high degree of trust and confidence, including, but not limited to, access to classified information, work involving marine vessels, vehicles, heavy equipment, vessel loading and unloading equipment, toxic materials, and the transportation, storage or protection of toxic material, as determined by PCCA.

“Temporary Employee Guide” means the PCCA Temporary Employee Guide, as may be amended from time to time.

“Temporary Employee(s)” means, individually and collectively, those qualified and competent Agency employees who are assigned to PCCA from time to time in accordance with this Agreement.

“Temporary Employment Service” means a temporary employment service that employs individuals for the purpose of assigning those individuals to the clients of the company to support or supplement the client's workforce in a special work situation, as described under section 93.001(2) of the Texas Labor Code, as amended

- (a) an employee absence;
- (b) a temporary skill shortage;
- (c) a seasonal workload; or
- (d) a special assignment or project.

“Unsatisfactory Performance” means job performance by a Temporary Employee which does not meet the standards expected of a regular PCCA employee doing the same or similar job, as determined in PCCA's sole discretion.

Section 3. Temporary Employees.

3.1 Request for Temporary Employees. When PCCA needs a Temporary Employee from the Agency during the Term, the Human Resources Director and/or her representative shall give the following information to the Agency's Representative regarding such Temporary Employee: (i) the Job Description for such Temporary Employee and the scope of services, as applicable; (ii) the name of the Temporary Employee's supervisor at the Facility; (iii) an estimate of the length of time PCCA will need the Temporary Employee; (iv) any special requirements or skills needed for the work or labor to be performed; and (v) any other information the PCCA Manager deems to be appropriate under the circumstances.

3.2 Providing Temporary Employees. Upon the Agency's receipt of a request for a Temporary Employee pursuant to Section 3.1, Agency shall likely assign a qualified and competent Temporary Employee to PCCA who satisfies the the requirements of the applicable Job Description and the provisions of this Agreement applicable to such Temporary Employee.

3.3 Unsatisfactory Performance. Agency shall duly pre-screen any Temporary Employees referred or assigned PCCA to ensure that they possess all of the required skills and abilities to competently and effectively perform assigned job duties and tasks. In the case of Unsatisfactory Performance by a Temporary Employee, PCCA shall notify Agency, and Agency shall promptly replace such Temporary Employee when requested to do so by the PCCA Manager. Agency shall submit the proposed replacement personnel qualifications to PCCA in writing, for prior written approval. If PCCA dismisses any Temporary Employee under such circumstances within the first four (4) hours of a day of employment, then the Agency shall not charge PCCA for such Temporary Employee's time, and PCCA shall not owe any payments to the Agency for such time at PCCA.

3.4 Refusal to Accept Temporary Employee. PCCA may refuse to accept or discontinue using any Temporary Employee who, at any time, does not meet or fails to perform the requirements of the Job Description for such Temporary Employee. PCCA may, additionally, refuse to accept or to discontinue using any Temporary Employee who, PCCA determines at any time and in its sole discretion, is not in PCCA's best interests to accept or to continue to utilize for any reason. If PCCA dismisses any Temporary Employee as provided herein within the first four (4) hours of a day of employment, then the Agency shall not charge PCCA for such Temporary Employee's time, and PCCA shall not owe any payments to the Agency for such time at PCCA.

3.5 Control of Temporary Employees. Temporary Employees shall, at all times during this Agreement, remain the Agency's employees. Agency shall have the right of direction and control over all Temporary Employees, whether employed by or otherwise contracted with Agency, except as provided in this Section 3.5. PCCA shall retain such responsibility for the direction and control of the Temporary Employees as is necessary to conduct PCCA's business at a Facility, and when a Temporary Employee is working under the direction and control of PCCA, such Temporary Employee shall be deemed to be an employee of both Agency and PCCA for purposes of applicable workers' compensation laws.

Notwithstanding anything herein to the contrary, all work product and other information created by Temporary Employees pursuant to this Agreement shall be and remain PCCA's property at all times. Additionally, the Agency shall ensure that all Temporary Employees are notified in writing that, notwithstanding any assignments to perform services at PCCA, they are and shall, at all times, remain employees of the Agency and that they not be employed or be jointly employed by PCCA at any time.

3.6 Wages and Benefits for Temporary Employees. Agency shall pay all wages payable to and provide all applicable benefits available to the Temporary Employees for the work done while on assignment at a Facility, as may be required by applicable laws and regulations. The initial Hourly Rate for each Temporary Employee shall be mutually acceptable to the Parties, and shall be agreed upon and approved by PCCA prior to the Temporary Employee's performing any work pursuant to this Agreement. Agency shall also be liable for the payment of all taxes and contributions for unemployment insurance, old age pensions, benefits and annuities, or social security, now or hereafter imposed by the United States or the State of Texas, which are measured by wages, salaries or other remuneration paid to or due persons employed by the Agency in execution of the work under this Agreement. Agency shall pay each Temporary Employee who works on a PCCA designated holiday based on the Overtime Hourly Rate, in accordance with the Agency's applicable policies and procedures. PCCA will not pay Agency for any vacation pay that it pays to Temporary Employees or otherwise compensate Agency for any Temporary Employee's time off of work. Agency shall pay Temporary Employees based on their applicable Hourly Rate for time spent reporting for jury duty and actual jury service, as applicable and in accordance with Agency's applicable policies and procedures. PCCA will not pay or otherwise compensate Agency for any compensation paid to Temporary Employees while on jury duty. Agency represents and warrants that it has taken the foregoing payment obligations into account in determining the Hourly Charges for the Temporary Employees, and agrees to adhere to same.

3.7 Temporary Employees Ineligible for PCCA Benefits. Notwithstanding any status that each of the Parties may have *vis a vis* Temporary Employees under this Agreement pursuant to applicable federal or state employment laws, the Parties agree and acknowledges that Temporary Employees shall not receive, nor be eligible to receive, any PCCA benefits prior to, during, or following their assignment to PCCA by the Agency under this Agreement, regardless of the duration, nature, or extent of any such assignment. Agency shall advise each Temporary Employees in writing, prior to assigning such Temporary Employee to PCCA, that they are, at all times, ineligible to receive any PCCA benefits prior to, during, or following their assignment to PCCA by the Agency, regardless of the duration, nature, or extent of such assignment, and each Temporary Employee shall so acknowledge in writing prior to being assigned to PCCA.

3.8 Withholding. The Agency shall, at all times, be and remain responsible for fully complying with all applicable state and federal payroll withholding laws, regulations, and requirements. It shall be the sole responsibility of Agency to ensure that all deductions and payments required by federal, state or local law are made and paid by Agency, including, without limitation, federal withholding taxes, FICA taxes, FUTA taxes, and any state unemployment insurance taxes on wages paid to Temporary Employees.

3.9 Weekly Reports. Agency shall report to PCCA, on a weekly basis, invoices and corresponding time cards reflecting all time charged by Temporary Employees for actual time worked at a Facility. Agency shall attach a copy of all signed time sheets to the invoices for services duly provided to PCCA under this Agreement. Agency shall ensure that all time sheets submitted to PCCA are true and accurate. All discrepancies on Temporary Employee time sheets, any information conveyed by Agency concerning same, or any other records shall be duly remedied, corrected, and resubmitted, as applicable, in such format as the Parties have agreed in advance. Payment of such duly submitted invoices shall be made by PCCA upon its receipt of all verified timecards and accurate invoices from the Agency. PCCA's payment to the Agency will be made only for actual hours (or partial hours, as applicable) worked by the Temporary Employees at a Facility. No payment shall be owed by PCCA to the Agency for any Holidays observed by the PCCA and/or for any other time off from work by the Temporary Employees due to any early dismissal by PCCA due to weather and/or any other situation. Agency shall also maintain and provide to PCCA, on a weekly basis, one (1) copy of the records of all required Federal and state tax payments for the Agency's Temporary Employees providing services to PCCA pursuant to this Agreement.

3.10 Payroll Record. Agency shall maintain an accurate payroll record of all wages paid to the Temporary Employees for all work done while on assignment to a PCCA Facility. The Human Resources Director and/or her representative shall have the right at any time, and from time to time, to examine this payroll record upon request, and Agency shall furnish the examiners with copies of such supporting documentation as the examiners may reasonably request.

3.11 Temporary Employee Guide. Agency shall inform all Temporary Employees that they must comply with the policies, rules of operation, performance guidelines, and rules of conduct contained in the Temporary Employee Guide. Before assigning a Temporary Employee to a PCCA worksite pursuant to this Agreement, Agency shall furnish such Temporary Employee with a copy of the Temporary Employee Guide and shall obtain from the Temporary Employee a written acknowledgement of his or her receipt and understanding of the policies, rules, and guidelines contained in the Temporary Employee Guide.

3.12 Drug/Alcohol Testing. Agency shall schedule and pay for pre-employment and reasonable suspicion drug/alcohol testing for all Temporary Employees. Furthermore, Agency shall schedule and pay for random drug/alcohol testing for all Temporary Employees in Safety Sensitive Jobs while they are on assignment to PCCA in accordance with the random method of selection utilized PCCA. All results of drug/alcohol testing shall be reported to PCCA and, if any Temporary Employee tests positive for drug/alcohol use, the Temporary Employee shall not be assigned to the Facility, or if already assigned, will be timely replaced with a qualified Temporary Employee who meets the requirements of the Job Description for such Temporary Employee. Agency shall submit the proposed replacement personnel qualifications to PCCA in writing, for prior written approval, as required under Section 3.3.

3.13 Environmental Compliance. Agency acknowledges that PCCA has developed an Environment Management System ("EMS"). Before assigning a Temporary Employee to a PCCA worksite, Agency shall furnish such Temporary Employee with a copy of the EMS Requirements, including PCCA's Environmental Policy, and inform such Temporary Employee of his or her obligation to comply with the EMS Requirements and all applicable local, state, and federal environmental and health and safety rules and regulations. Agency shall also inform each Temporary Employee of his or her obligation to respond to emergencies on PCCA's property as directed by PCCA personnel in accordance with PCCA's emergency manuals and procedures. Before assigning a Temporary Employee to a PCCA worksite, Agency will obtain such Temporary Employee's certification (on a certificate provided by PCCA) that he or she has received information regarding the EMS and understands the requirements for compliance with the EMS while working at the Facility. If a Temporary Employee may be performing tasks that have been identified by PCCA as having the potential to cause a significant environmental impact, Agency must furnish PCCA with written evidence of Agency's determination that the Temporary Employee has the necessary experience, skills and training required to competently perform such tasks.

3.14 Criminal History Statement. Before assigning a Temporary Employee to the Facility, Agency shall perform such background and employment history inquiries as may be required by PCCA from time to time and shall require such Temporary Employee to sign a statement ("Criminal History Statement") declaring that he or she has not been convicted of a felony offense within the last seven (7) years or released from prison, the penitentiary or other correctional facility within the last five (5) years. Agency must deliver an original copy of each Temporary Employee's Criminal History Statement to the Human Resources Director, before the Temporary Employee may perform any work for PCCA. Agency understands that a person who has been convicted of a felony offense within the last seven (7) years or released from prison, the penitentiary or other correctional facility within the last five (5) years may not be eligible to work for PCCA.

3.15 Port ID Card; Required Criminal History Background Check. Agency understands that each Temporary Employee must apply for a Port of Corpus Christi ID Card ("Port ID Card") before performing any work on behalf of PCCA, and that a Port ID Card will not be issued to any Temporary Employee who does not successfully complete a criminal history background check. Therefore, Agency agrees not to assign any Temporary Employees to PCCA who are unwilling to undergo a criminal history background check.

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

3.17 Claims. PCCA may require the Agency to reimburse PCCA for any Claims or other fines levied against PCCA by the United States Coast Guard or other body as a result of violations of Coast Guard Regulations, PCCA's Facility Security Plan, or other rules or regulations, due to the failure of Agency to properly perform its obligations under this Agreement or due to the negligence or incompetence of any Temporary Employee in the performance of his or her duties. Additionally, PCCA may require the Agency to reimburse PCCA for damages incurred by PCCA as a result of such violations. The Agency is responsible for any workers' compensation claims filed by Temporary Employees who may be injured during their assignment at PCCA.

Section 4. Agency's Fees and Invoice. On or before the tenth (10th) day of each month, Agency shall prepare and submit to the Human Resources Director for approval or modification an invoice setting forth the names of the Temporary Employees assigned to the Facility during the preceding month, together with the individual dates and hours of the services performed by such Temporary Employees during the preceding month, and the total cost of the services performed by such Temporary Employees up to and including the last day of the preceding month. The Agency shall send a copy of each invoice, without the supporting information, to the Human Resources Director. The cost of the services performed by each Temporary Employee shall equal (A) the number of straight time hours worked by such person, multiplied by the Hourly Rate for such person, multiplied by the Markup Percentage, plus (B) the number of overtime hours worked by such person, multiplied by the Overtime Hourly Rate for such person, multiplied by the Markup Percentage. Agency shall attach to each invoice signed copies of the time cards supporting such invoice. PCCA shall pay each invoice within 30 days after the date such invoice is received.

Section 5. Insurance Requirements. Agency shall procure and maintain at its sole expense, for as long as Agency 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 Agency from claims which may arise out of or result from Agency's Services pursuant to this Contract. At least five (5) days prior to execution of this Contract, Agency 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.

Section 6. Release and Indemnity.

6.1 RELEASE. AGENCY HEREBY RELEASES AND DISCHARGES THE PCCA PARTIES FROM ANY AND ALL CLAIMS THAT AGENCY MAY HAVE AGAINST ANY OF THE PCCA PARTIES FOR ANY DAMAGE TO ITS PROPERTY, ANY INJURY TO ANY PERSON (INCLUDING ANY TEMPORARY EMPLOYEE), OR THE ILLNESS OR DEATH OF ANY OF ANY PERSON (INCLUDING ANY TEMPORARY EMPLOYEE) ARISING OUT OF OR RESULTING FROM ANY WORK DONE OR TO BE DONE BY ANY TEMPORARY EMPLOYEE OR ANY OTHER SUBCONTRACTOR OR AGENT OF

AGENCY PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT. AGENCY'S RELEASE OF A PCCA PARTY FROM A CLAIM WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF SUCH PCCA PARTY, EVEN IF THE APPLICABLE CLAIM IS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE ACTIVE OR PASSIVE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF SUCH PCCA PARTY AND REGARDLESS OF WHETHER OR NOT LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR SOUGHT TO BE IMPOSED ON SUCH PCCA PARTY.

6.2 INDEMNITY. AGENCY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE PCCA PARTIES, UPON DEMAND, FROM AND AGAINST ANY AND ALL CLAIMS WHICH TO ANY EXTENT (IN WHOLE OR IN PART) MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST ANY OF THE PCCA PARTIES FOR INJURY TO ANY PERSON (INCLUDING A TEMPORARY EMPLOYEE), THE ILLNESS OR DEATH OF ANY PERSON (INCLUDING A TEMPORARY EMPLOYEE), OR DAMAGE TO ANY PROPERTY (INCLUDING PROPERTY OF A TEMPORARY EMPLOYEE OR AGENCY), ARISING OUT OF, RESULTING FROM, OR IN ANY OTHER WAY ASSOCIATED WITH, DIRECTLY OR INDIRECTLY, THE WORK DONE OR TO BE DONE BY ANY TEMPORARY EMPLOYEE OR ANY OTHER SUBCONTRACTOR OR AGENT OF AGENCY PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT. AGENCY'S OBLIGATION TO INDEMNIFY AND DEFEND A PCCA PARTY AGAINST A CLAIM WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF SUCH PCCA PARTY, EVEN IF THE APPLICABLE CLAIM IS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE ACTIVE OR PASSIVE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF SUCH PCCA PARTY AND REGARDLESS OF WHETHER OR NOT LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR SOUGHT TO BE IMPOSED ON SUCH PCCA PARTY.

6.3 General. The Agency's obligations to release, indemnify and defend the PCCA Parties in this Agreement (i) are independent of, and shall not be limited by, each other or any insurance obligations in this Agreement (whether or not complied with), and (ii) shall survive the expiration or earlier termination of this Agreement until all related Claims against the PCCA Parties are fully and finally barred by applicable law. In Claims against any PCCA Party by, for or on behalf of a Temporary Employee, the Agency's indemnification obligations under this Section 6 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Agency under workers compensation acts, disability benefits acts, or other employee benefits acts.

Section 7. Safety Matters.

7.1 Safety Equipment. PCCA shall provide certain safety equipment, as applicable, to Temporary Employees as required by PCCA's safety guidelines. Agency shall inform all Temporary Employees that they must wear any safety equipment provided to them by PCCA. PCCA shall retain ownership of all such safety equipment.

7.2 Safety Training. Agency acknowledges that certain Facilities at which a Temporary Employee is assigned may present hazards to the Temporary Employees. Agency shall inspect the Facility and the work being performed there before assigning a Temporary Employee to it, as applicable, and at a time reasonably agreeable to PCCA. Agency shall be

responsible for assuring that each Temporary Employee has been adequately trained in advance to work safely at a given Facility. Agency shall also be responsible for assuring that each Temporary Employee has been provided in advance the necessary safety training required to safely use and operate the various tools and equipment he or she will be using or operating as a Temporary Employee.

Section 8. Certain PCCA Policies and Procedures. Agency and its Temporary Employees assigned to PCCA are required to comply with all applicable PCCA policies and procedures as may be in effect from time to time. Agency shall obtain a written statement from each Temporary Employee acknowledging that he or she has received, read, and agrees to comply with all applicable laws, regulations, and PCCA policies and procedures, including any policies and procedures of the applicable department or Facility, including those described in this Section 8.

8.1 Drug-Free Workplace. Agency understands and acknowledges that PCCA is a drug-free workplace, and the Temporary Employees must adhere to the requirements of all applicable policies, laws, and regulations, including, without limitation, Federal Acquisition Regulation 52.223-6, "Drug-Free Workplace," and the Drug-Free Workplace Act of 1998, as amended, supplanted, or supplemented. Agency must immediately replace any Temporary Employee who fails to adhere to these requirements, in the manner described in Section 3.11 above.

8.2 Firearms. Agency understands and acknowledges that the use or possession of firearms, except by authorized persons, is prohibited on any PCCA property except as otherwise expressly authorized by PCCA and applicable laws and regulations. Agency shall immediately replace any Temporary Employee who violates this Section or PCCA's policy concerning firearms and workplace violence. Agency shall submit the proposed replacement personnel qualifications to PCCA in writing, for prior written approval as set forth herein.

Section 9. Representations, Warranties, and Covenants. Agency hereby represents, warrants, and covenants as follows:

(a) Agency warrants that it has all the necessary power and authority to execute and perform all obligations under this Agreement, and that this Agreement is its legal, valid, and binding agreement, enforceable against Agency in accordance with its terms.

(b) The Agency 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 described under this Agreement.

(c) The Agency does not have the authority to act for PCCA, bind PCCA in any respect, or incur any debts or liabilities in the name of or on behalf of PCCA, except as otherwise expressly authorized in writing by PCCA.

(d) The Agency will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of the services described under this Agreement.

(e) In performing the services described under this Agreement, the Agency will not use any third party's confidential or propriety information, or infringe the rights of another party, nor will the Agency disclose to PCCA, or bring onto PCCA's premises, or induce PCCA to use any third party's confidential or proprietary information.

(f) The Agency will in no way be considered an agent, partner, joint venturer, or employee of Authority at any time during the Term. Agency is an independent contractor for the performance of its duties under this Agreement, and shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Agency's and Temporary Employees' activities in accordance with this Agreement.

(g) The Agency shall fully comply with all applicable provisions of the Immigration Reform and Control Act of 1986, as may be amended, by verifying the employment eligibility of each Temporary Employees referred and assigned to PCCA from time to time.

(h) The Agency shall perform such reference checks, background checks, and such other employment-related verifications concerning each Temporary Employees prior to assignment to PCCA (and perform such checks thereafter, as may be requested by PCCA from time to time).

(i) The Agency shall be responsible for clearly communicating its own employee policies and procedures, benefits, timekeeping processes, and safety practices to its Temporary Employees and to PCCA.

(j) The Agency shall ensure that all Temporary Employees are notified in writing that, notwithstanding any assignments to perform services at PCCA, they are and shall, at all times, remain employees of the Agency.

(k) As of the Effective Date and at all times while providing services under this Agreement, the Agency shall possess and maintain in good standing any and all licenses or other authorizations and approvals necessary to perform the Services.

(l) Agency is, and during the Term of this Agreement shall remain, a Temporary Employment Service.

(m) Agency will comply with and will cause Temporary Employees to comply with all applicable statutes, ordinances, and regulations in performing the services required of it under this Agreement.

(n) Agency is an independent contractor providing Temporary Employment Services to PCCA.

(o) Agency shall obtain a written statement from each Temporary Employee acknowledging that he or she will not be entitled to participate in or receive any benefits from PCCA, including any benefits under any PCCA's employee benefit plan (other than workers' compensation, as applicable) as a result of performing services for PCCA under this Agreement.

Section 10. Term and Termination.

10.1 Term of Agreement. The initial term of this Agreement shall be for the period beginning on the Effective Date and ending at 11:59 p.m. on September 18th 2020, unless earlier terminated in accordance with this Agreement (the "Initial Term"). The Initial Term shall automatically be extended for one (1) additional year (the "First Renewal Term"), and the First Renewal Term shall automatically be extended for one (1) additional year, unless at least thirty (30) days prior to the end of either the Initial Term or the First Renewal Term, as applicable, PCCA shall have given written notice to the Agency that the Agreement will not be extended. In no event, however, shall this Agreement extend beyond September 18th 2022, except with the written agreement of both Parties. The Initial Term and all additional Renewal Terms, as applicable, shall be defined herein collectively as, the "Term."

10.2 Termination on Notice. Either Party may terminate this Agreement at any time without cause by giving the other Party 30-days' prior written notice. If the Agreement is so terminated by PCCA, the Agency shall be compensated for all work performed by Temporary Employees under this Agreement prior to the effective date of the termination. The Agency will not be compensated for nor be entitled to recover any damages in connection with any other costs in connection with any such termination.

10.3 Termination for Default by Agency.

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

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

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

10.4 Survival. Sections 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 4, 6, 9, 10.4, 11, 12.1, 12.2, 12.3, 12.4, 12.5, 12.7, and 12.9 shall survive the termination of this Agreement.

Section 11. Notices. All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by any Party to any other Party pursuant to this Agreement shall be in writing and shall be mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery (including delivery by courier), or via facsimile, or by electronic mail with a follow-up copy of such electronic mail sent via facsimile within twenty-four (24) hours thereafter, addressed as follows:

If to PCCA:

Sean Strawbridge
Chief Executive Officer
Port of Corpus Christi Authority
222 Power Street
Corpus Christi, Texas 78401
Email: sstrawbridge@pocca.com

If to Agency:

Linda K. Jordan
Owner
L.K. Jordan & Associates
321 Texas Trail, Suite 100
Corpus Christi, Texas 78411
Email: linda.jordan@lkjordan.com

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

Section 12. General.

12.1 GOVERNING LAW. THIS AGREEMENT AND THE PARTIES' RELATIONS WITH ONE ANOTHER ARE GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT OR THE PARTIES' RELATIONS WITH ONE ANOTHER TO THE LAW OF ANOTHER JURISDICTION. ALL OBLIGATIONS OF THE PARTIES CREATED UNDER THIS AGREEMENT ARE PERFORMABLE IN NUECES COUNTY, TEXAS.

12.2 Binding Effect. Subject to the terms of this Section 12.2 and any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement shall not be binding on PCCA until a PCCA purchase order(s) for this Agreement (or any renewal hereof) has been issued.

12.3 Severability. If any part of any provision contained in this Agreement shall for any reason be held to be invalid or unenforceable under applicable law, that part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provision or the remaining provisions of this Agreement.

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

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

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

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

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

12.9 Waiver. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise

thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

12.10 Compliance with Laws. Agency shall comply with, and shall ensure that its Temporary Employees comply with, all applicable Federal, state and local laws and regulations in performing its duties and obligations under this Agreement.

12.11 Disclosure of Interested Parties. Agency is and shall remain in compliance with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas Ethics Commission Rules, as applicable, by preparing a Texas Form 1295, "Certificate of Interested Parties" and submitting the signed form to PCCA at the time Agency submits this signed Agreement to PCCA. Agency will be required to submit the Texas Form 1295 using the PCCA-provided project number and description in Box 3 on the form.

12.12 Confidential Information. It is understood that information developed by or communicated by a PCCA Party to Agency in the performance of this Agreement, as well as any and all information in whatever form or medium supplied to Agency in connection herewith which is not generally available to the public is proprietary to PCCA and constitutes confidential information of PCCA. Agency will make no oral or written disclosure of such information to third parties either during or after the Term of this Agreement, except as approved in writing by PCCA's Project Representative or as otherwise required by law. In the event the Agency becomes aware that confidential information must be disclosed under a legal requirement, Agency will immediately notify Authority of the requirement and the affected information.

12.13 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 Agreement may be terminated in accordance with terms herein should such delay be sufficient that termination is in the best interest of PCCA.

12.14 No Organizational Conflict of Interest. Agency 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 Agency is unable or potentially unable to render impartial assistance or advice to PCCA or the Agency's objectivity in performing the services under this Agreement is or might otherwise be impaired. Agency agrees to immediately notify PCCA of any actual or potential Organizational Conflict of Interest that develop during the Term of this Agreement. Agency agrees that PCCA may terminate this Agreement immediately if it becomes aware of any Organizational Conflict of Interest during the Term of the Agreement and that PCCA's definition of "Organizational Conflict" may be amended from time to time at PCCA's sole discretion.

12.15 Section 2270.002, Texas Government Code. To the extent required by Section 2270.002 of the Texas Government Code, Agency represents that Agency does not

boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this representation, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

12.16 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.

12.17 Open Records. PCCA is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, Chapter 552) as amended, and, as such, PCCA may be required to disclose to the public (upon request) this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Agency understands and agrees that the disclosure of this Agreement or any other information or materials related to the consummation of the transactions contemplated hereby by PCCA to the public as PCCA determines is required by the Texas Public Information Act, or any other applicable law, will not expose PCCA (or any party acting by, through or under PCCA) to any claim, liability or action by Agency.

[The next page is the signature page.]

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

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____
Sean Strawbridge
Chief Executive Officer

Date: _____

L.K. JORDAN & ASSOCIATES

By: Leslie Jordan

Typed name: LESLIE JORDAN

Title: PRESIDENT

Date: SEPT. 10, 2019

EXHIBIT "A"

AGENCY SERVICES

The Agency will perform the following services (individually, an "Agency Service," collectively, the "Agency Services") in accordance with the terms and conditions set forth in this Agreement, and will provide qualified and competent "Temporary Employees" (as defined in section 93.001(1) of the Texas Labor Code) to PCCA on a periodic and timely basis upon request by PCCA, as described herein.

- Provide Temporary Employees to work at PCCA during standard business hours (*i.e.*, 8:00 a.m. to 5:00 p.m., Monday through Friday) and/or during other such hours as may be required by PCCA's applicable department or Facility requesting Temporary Employees. In the event that Temporary Employees are authorized by PCCA to work overtime hours, then overtime compensation will be paid by PCCA to the Agency when and if the Temporary Employees exceed forty (40) hours worked per week, and the Agency or Agencies will compensate the Temporary Employees for any such overtime hours worked at PCCA pursuant to the overtime compensation rate agreed upon by and between PCCA and the Agency in accordance with all applicable law and regulations.
- Provide Temporary Employees meeting at least the minimum qualifications for those specified duties be provided to the Agency by PCCA from time to time. The Agency will be informed of the specific duties, estimated length of assignment, and any specific skills or abilities required.
- Provide Temporary Employees to PCCA who are eligible to work in the United States and who possess the necessary documentation from the United States Citizenship and Immigration Services, and/or other applicable agency(s), as provided by applicable laws and regulations.
- Ensure that each Temporary Employee, as applicable and/or requested by PCCA, be literate in English to the extent of speaking, reading and understanding printed regulations, detailed written orders, training instructions and material, and shall be able to compose reports which convey complete information.
- Ensure that each Temporary Employee, as applicable and/or requested by PCCA, is capable of performing the essential job functions to be performed by such person under this Agreement.
- Ensure that each Temporary Employee possesses a valid identification card or driver's license issued by the State of Texas.
- Ensure that each Temporary Employees, as applicable, is computer literate, with a basic knowledge of Windows, and able to make entries in a database and operate an identity card scanner.
- Ensure that each Temporary Employees, as applicable, has successfully passed an Office Skills demonstrating proficiency in basic office skills and tasks.

All services performed by the Temporary Employees under this Agreement shall be subject to inspection and acceptance by PCCA's duly authorized representative.

ADDITIONAL OBLIGATIONS OF SELECTED AGENCY

The Agency shall duly pre-screen, including performing employment reference and background checks on, any Temporary Employees referred or assigned to PCCA to ensure that they are duly qualified and possess all of the required skills and abilities to competently and effectively perform assigned job duties and tasks.

EXHIBIT "B"

Markup Percentage for this contract will be:

For administrative services, the sum of 100% plus 39%

For industrial services, the sum of 100% plus 40%

EXHIBIT "C"**INSURANCE**

Without limiting the indemnity obligations or liabilities of Agency or its insurers, provided herein, Agency 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	\$1,000,000 per Occurrence \$1,000,000 Aggregate
C.	Commercial General Liability	\$1,000,000 per Occurrence \$2,000,000 Aggregate

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

- D. Business Automobile Liability \$500,000 per Occurrence

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

- E. Professional Liability \$1,000,000 per Occurrence

Agency 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 Agency 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 Agency'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, Agency 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 Agency, and Agency 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".

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

TEMPORARY EMPLOYMENT SERVICE AGREEMENT

This Temporary Employment Service Agreement (the "Agreement") is entered into this 19th day of September, 2019 ("Effective Date"), between Sterling Personnel, Inc. (referred to in this Agreement as the "Agency"), and Port of Corpus Christi Authority of Nueces County, Texas (referred to in this Agreement as the "PCCA"), P.O. Box 1541, Corpus Christi, Texas 78403. PCCA and Agency are individually referred to herein as a "Party," and collectively referred to in this Agreement as the "Parties."

RECITALS

WHEREAS, PCCA has a need for "temporary employees" (as defined in section 93.001(1) of the Texas Labor Code, as amended) in its various departments and facilities from time to time; and

WHEREAS, Agency is a duly qualified Temporary Employment Service, as defined below, is located in Corpus Christi, Texas, and employs qualified and competent individuals for the purpose of assigning those individuals to its clients to support or supplement the client's workforce in special work situations, including those set forth in section 93.001(2) of the Texas Labor Code, as amended; and

WHEREAS, PCCA wishes to obtain temporary employees from Agency (and from various other temporary employment service agencies, as applicable) from time to time, as described in the RFP (as defined below); and

WHEREAS, PCCA has complied with the RFP requirements of section 60.454(5) of the Texas Water Code, as amended, in awarding this agreement.

NOW, THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which each of the Parties acknowledge, PCCA and Agency agree as follows:

Section 1. Scope of Agreement and Services to be Provided. The Parties hereby declare their mutual intent to enter into this Agreement on the terms and conditions set forth herein and to be legally bound by the terms and conditions of this Agreement. This Agreement sets forth the terms and conditions under which Agency will perform the services described hereunder and provide Temporary Employees (as defined in Section 2.2) to perform those job functions established by PCCA from time to time. The Agency will provide Temporary Employees to PCCA in the manner set out in this Agreement, beginning on the Effective Date. PCCA may increase or decrease the weekly man hours for any such Temporary Employee(s) when and as PCCA deems necessary, in its sole discretion. PCCA may also increase the weekly man hours for any Temporary Employee(s) on an emergency basis, provided, however, such an emergency increase in weekly man hours may not last more than two (2) weeks unless agreed in writing by the Agency. Except as otherwise expressly set forth herein, Agency shall pay for all labor, materials, equipment, supervision, supplies, transportation, insurance and overhead necessary or required to perform the services required under this Agreement.

Section 2. Construction and Definitions.

2.1 Construction. Unless the context requires otherwise: (i) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, and neuter; (ii) references to Sections refer to Sections of this Agreement; (iii) references to Exhibits refer to the Exhibits attached to this Agreement, each of which is made part hereof for all purposes; (iv) references to laws refer to such laws as they may be amended from time to time, and references to particular provisions of a law include any corresponding provisions of any succeeding law; and (v) references to money refer to legal currency of the United States of America.

2.2 Definitions. The following capitalized terms used herein and not otherwise defined herein shall have the following respective meanings:

“Agency’s Representative” means the person designated as the representative of the Agency for purposes of the provision of services under this Agreement. The Agency Representative shall be Ashley Springer, Recruiter. Agency may change its representative at any time by giving the PCCA Human Resources Director written notice of the new representative’s name, address, and contact information.

“Claims” means all foreseeable and unforeseeable claims, demands, causes of action, proceedings, liabilities, obligations, losses, damages (including actual, consequential, and punitive), expenses, Legal Costs, judgments, settlements, workers’ compensation claims submitted by Temporary Employees, fines and penalties of any nature or description.

“EMS Requirements” means the PCCA EMS Compliance Requirements for Temporary Employees;

“Facility(s)” means the applicable PCCA department(s) and/or facility(s) requiring Temporary Employees from time to time.

“Hourly Rate” means, with respect to any Temporary Employee, the straight time, base hourly wage to be paid to such person when performing services for PCCA, as agreed upon by the Parties pursuant to Section 3.6.

“Human Resources Director” means the PCCA Director of Human Resources.

“Job Description” means, with respect to any Temporary Employee, the job description for that Temporary Employee which the PCCA Manager furnishes to the Agency's Representative pursuant to Section 3.1, as applicable.

“Legal Costs” means court costs, attorneys' fees, experts' fees or other expenses incurred in investigating, preparing, prosecuting or settling any legal action or proceeding or arbitration, mediation, or other method of alternative dispute resolution.

"Markup Percentage" means, for regular time administrative/clerical services, the sum of 100% plus 35%, and for general labor services, the sum of 100% plus 39%. For overtime administrative/clerical services, the sum of 100% plus 30%, and for general labor services, the sum of 100% plus 35%.

"Overtime Hourly Rate" means, with respect to any Temporary Employee, the Hourly Rate for such person multiplied by 150%.

"PCCA" means Port of Corpus Christi Authority of Nueces County, Texas.

"PCCA Party(ies)" means, collectively, PCCA, and its officers, directors, managers, employees, legal counsel, consultants, and Port Commissioners.

"PCCA Manager" means the director, manager, supervisor, or other designated representative of the applicable PCCA department.

"Port Commissioners" means the Port Commissioners of PCCA.

"RFP" means PCCA's Request for Proposals for Temporary Employment Agency Services, dated July 22, 2019.

"Safety Sensitive Jobs" means those jobs involving judgment which could reasonably be expected to significantly impact health, safety, environment or those jobs that require a high degree of trust and confidence, including, but not limited to, access to classified information, work involving marine vessels, vehicles, heavy equipment, vessel loading and unloading equipment, toxic materials, and the transportation, storage or protection of toxic material, as determined by PCCA.

"Temporary Employee Guide" means the PCCA Temporary Employee Guide, as may be amended from time to time.

"Temporary Employee(s)" means, individually and collectively, those qualified and competent Agency employees who are assigned to PCCA from time to time in accordance with this Agreement.

"Temporary Employment Service" means a temporary employment service that employs individuals for the purpose of assigning those individuals to the clients of the company to support or supplement the client's workforce in a special work situation, as described under section 93.001(2) of the Texas Labor Code, as amended

- (a) an employee absence;
- (b) a temporary skill shortage;
- (c) a seasonal workload; or
- (d) a special assignment or project.

“Unsatisfactory Performance” means job performance by a Temporary Employee which does not meet the standards expected of a regular PCCA employee doing the same or similar job, as determined in PCCA’s sole discretion.

Section 3. Temporary Employees.

3.1 Request for Temporary Employees. When PCCA needs a Temporary Employee from the Agency during the Term, the Human Resources Director and/or her representative shall give the following information to the Agency's Representative regarding such Temporary Employee: (i) the Job Description for such Temporary Employee and the scope of services, as applicable; (ii) the name of the Temporary Employee's supervisor at the Facility; (iii) an estimate of the length of time PCCA will need the Temporary Employee; (iv) any special requirements or skills needed for the work or labor to be performed; and (v) any other information the PCCA Manager deems to be appropriate under the circumstances.

3.2 Providing Temporary Employees. Upon the Agency’s receipt of a request for a Temporary Employee pursuant to Section 3.1, Agency shall likely assign a qualified and competent Temporary Employee to PCCA who satisfies the requirements of the applicable Job Description and the provisions of this Agreement applicable to such Temporary Employee.

3.3 Unsatisfactory Performance. Agency shall duly pre-screen any Temporary Employees referred or assigned PCCA to ensure that they possess all of the required skills and abilities to competently and effectively perform assigned job duties and tasks. In the case of Unsatisfactory Performance by a Temporary Employee, PCCA shall notify Agency, and Agency shall promptly replace such Temporary Employee when requested to do so by the PCCA Manager. Agency shall submit the proposed replacement personnel qualifications to PCCA in writing, for prior written approval. If PCCA dismisses any Temporary Employee under such circumstances within the first four (4) hours of a day of employment, then the Agency shall not charge PCCA for such Temporary Employee’s time, and PCCA shall not owe any payments to the Agency for such time at PCCA.

3.4 Refusal to Accept Temporary Employee. PCCA may refuse to accept or discontinue using any Temporary Employee who, at any time, does not meet or fails to perform the requirements of the Job Description for such Temporary Employee. PCCA may, additionally, refuse to accept or to discontinue using any Temporary Employee who, PCCA determines at any time and in its sole discretion, is not in PCCA’s best interests to accept or to continue to utilize for any reason. If PCCA dismisses any Temporary Employee as provided herein within the first four (4) hours of a day of employment, then the Agency shall not charge PCCA for such Temporary Employee’s time, and PCCA shall not owe any payments to the Agency for such time at PCCA.

3.5 Control of Temporary Employees. Temporary Employees shall, at all times during this Agreement, remain the Agency’s employees. Agency shall have the right of direction and control over all Temporary Employees, whether employed by or otherwise contracted with Agency, except as provided in this Section 3.5. PCCA shall retain such responsibility for the direction and control of the Temporary Employees as is necessary to

conduct PCCA's business at a Facility, and when a Temporary Employee is working under the direction and control of PCCA, such Temporary Employee shall be deemed to be an employee of both Agency and PCCA for purposes of applicable workers' compensation laws. Notwithstanding anything herein to the contrary, all work product and other information created by Temporary Employees pursuant to this Agreement shall be and remain PCCA's property at all times. Additionally, the Agency shall ensure that all Temporary Employees are notified in writing that, notwithstanding any assignments to perform services at PCCA, they are and shall, at all times, remain employees of the Agency and that they not be employed or be jointly employed by PCCA at any time.

3.6 Wages and Benefits for Temporary Employees. Agency shall pay all wages payable to and provide all applicable benefits available to the Temporary Employees for the work done while on assignment at a Facility, as may be required by applicable laws and regulations. The initial Hourly Rate for each Temporary Employee shall be mutually acceptable to the Parties, and shall be agreed upon and approved by PCCA prior to the Temporary Employee's performing any work pursuant to this Agreement. Agency shall also be liable for the payment of all taxes and contributions for unemployment insurance, old age pensions, benefits and annuities, or social security, now or hereafter imposed by the United States or the State of Texas, which are measured by wages, salaries or other remuneration paid to or due persons employed by the Agency in execution of the work under this Agreement. Agency shall pay each Temporary Employee who works on a PCCA designated holiday based on the Overtime Hourly Rate, in accordance with the Agency's applicable policies and procedures. PCCA will not pay Agency for any vacation pay that it pays to Temporary Employees or otherwise compensate Agency for any Temporary Employee's time off of work. Agency shall pay Temporary Employees based on their applicable Hourly Rate for time spent reporting for jury duty and actual jury service, as applicable and in accordance with Agency's applicable policies and procedures. PCCA will not pay or otherwise compensate Agency for any compensation paid to Temporary Employees while on jury duty. Agency represents and warrants that it has taken the foregoing payment obligations into account in determining the Hourly Charges for the Temporary Employees, and agrees to adhere to same.

3.7 Temporary Employees Ineligible for PCCA Benefits. Notwithstanding any status that each of the Parties may have *vis a vis* Temporary Employees under this Agreement pursuant to applicable federal or state employment laws, the Parties agree and acknowledges that Temporary Employees shall not receive, nor be eligible to receive, any PCCA benefits prior to, during, or following their assignment to PCCA by the Agency under this Agreement, regardless of the duration, nature, or extent of any such assignment. Agency shall advise each Temporary Employees in writing, prior to assigning such Temporary Employee to PCCA, that they are, at all times, ineligible to receive any PCCA benefits prior to, during, or following their assignment to PCCA by the Agency, regardless of the duration, nature, or extent of such assignment, and each Temporary Employee shall so acknowledge in writing prior to being assigned to PCCA.

3.8 Withholding. The Agency shall, at all times, be and remain responsible for fully complying with all applicable state and federal payroll withholding laws, regulations, and requirements. It shall be the sole responsibility of Agency to ensure that all deductions and

payments required by federal, state or local law are made and paid by Agency, including, without limitation, federal withholding taxes, FICA taxes, FUTA taxes, and any state unemployment insurance taxes on wages paid to Temporary Employees.

3.9 Weekly Reports. Agency shall report to PCCA, on a weekly basis, invoices and corresponding time cards reflecting all time charged by Temporary Employees for actual time worked at a Facility. Agency shall attach a copy of all signed time sheets to the invoices for services duly provided to PCCA under this Agreement. Agency shall ensure that all time sheets submitted to PCCA are true and accurate. All discrepancies on Temporary Employee time sheets, any information conveyed by Agency concerning same, or any other records shall be duly remedied, corrected, and resubmitted, as applicable, in such format as the Parties have agreed in advance. Payment of such duly submitted invoices shall be made by PCCA upon its receipt of all verified timecards and accurate invoices from the Agency. PCCA's payment to the Agency will be made only for actual hours (or partial hours, as applicable) worked by the Temporary Employees at a Facility. No payment shall be owed by PCCA to the Agency for any Holidays observed by the PCCA and/or for any other time off from work by the Temporary Employees due to any early dismissal by PCCA due to weather and/or any other situation. Agency shall also maintain and provide to PCCA, on a weekly basis, one (1) copy of the records of all required Federal and state tax payments for the Agency's Temporary Employees providing services to PCCA pursuant to this Agreement.

3.10 Payroll Record. Agency shall maintain an accurate payroll record of all wages paid to the Temporary Employees for all work done while on assignment to a PCCA Facility. The Human Resources Director and/or her representative shall have the right at any time, and from time to time, to examine this payroll record upon request, and Agency shall furnish the examiners with copies of such supporting documentation as the examiners may reasonably request.

3.11 Temporary Employee Guide. Agency shall inform all Temporary Employees that they must comply with the policies, rules of operation, performance guidelines, and rules of conduct contained in the Temporary Employee Guide. Before assigning a Temporary Employee to a PCCA worksite pursuant to this Agreement, Agency shall furnish such Temporary Employee with a copy of the Temporary Employee Guide and shall obtain from the Temporary Employee a written acknowledgement of his or her receipt and understanding of the policies, rules, and guidelines contained in the Temporary Employee Guide.

3.12 Drug/Alcohol Testing. Agency shall schedule and pay for pre-employment and reasonable suspicion drug/alcohol testing for all Temporary Employees. Furthermore, Agency shall schedule and pay for random drug/alcohol testing for all Temporary Employees in Safety Sensitive Jobs while they are on assignment to PCCA in accordance with the random method of selection utilized PCCA. All results of drug/alcohol testing shall be reported to PCCA and, if any Temporary Employee tests positive for drug/alcohol use, the Temporary Employee shall not be assigned to the Facility, or if already assigned, will be timely replaced with a qualified Temporary Employee who meets the requirements of the Job Description for such Temporary Employee. Agency shall submit the proposed replacement

personnel qualifications to PCCA in writing, for prior written approval, as required under Section 3.3.

3.13 Environmental Compliance. Agency acknowledges that PCCA has developed an Environment Management System ("EMS"). Before assigning a Temporary Employee to a PCCA worksite, Agency shall furnish such Temporary Employee with a copy of the EMS Requirements, including PCCA's Environmental Policy, and inform such Temporary Employee of his or her obligation to comply with the EMS Requirements and all applicable local, state, and federal environmental and health and safety rules and regulations. Agency shall also inform each Temporary Employee of his or her obligation to respond to emergencies on PCCA's property as directed by PCCA personnel in accordance with PCCA's emergency manuals and procedures. Before assigning a Temporary Employee to a PCCA worksite, Agency will obtain such Temporary Employee's certification (on a certificate provided by PCCA) that he or she has received information regarding the EMS and understands the requirements for compliance with the EMS while working at the Facility. If a Temporary Employee may be performing tasks that have been identified by PCCA as having the potential to cause a significant environmental impact, Agency must furnish PCCA with written evidence of Agency's determination that the Temporary Employee has the necessary experience, skills and training required to competently perform such tasks.

3.14 Criminal History Statement. Before assigning a Temporary Employee to the Facility, Agency shall perform such background and employment history inquiries as may be required by PCCA from time to time and shall require such Temporary Employee to sign a statement ("Criminal History Statement") declaring that he or she has not been convicted of a felony offense within the last seven (7) years or released from prison, the penitentiary or other correctional facility within the last five (5) years. Agency must deliver an original copy of each Temporary Employee's Criminal History Statement to the Human Resources Director, before the Temporary Employee may perform any work for PCCA. Agency understands that a person who has been convicted of a felony offense within the last seven (7) years or released from prison, the penitentiary or other correctional facility within the last five (5) years may not be eligible to work for PCCA.

3.15 Port ID Card; Required Criminal History Background Check. Agency understands that each Temporary Employee must apply for a Port of Corpus Christi ID Card ("Port ID Card") before performing any work on behalf of PCCA, and that a Port ID Card will not be issued to any Temporary Employee who does not successfully complete a criminal history background check. Therefore, Agency agrees not to assign any Temporary Employees to PCCA who are unwilling to undergo a criminal history background check.

3.16 Independent Contractor. At all times during the Term of the Agreement, Agency shall be an independent contractor, and Agency shall not in any event be deemed to be an employee, partner, joint venturer or other representative of PCCA and the officers, agents and employees of the Agency shall not be or be deemed to be agents, servants or employees of PCCA. Persons employed by the Agency shall at all times be deemed to be the employees of the Agency, and the Agency shall be solely liable for the payment of all wages, employment taxes or other benefits made available to such employees in connection with their

employment by the Agency. Agency shall remain solely responsible for the supervision and performance of the Temporary Employees in completing its obligations under this Agreement.

3.17 Claims. PCCA may require the Agency to reimburse PCCA for any Claims or other fines levied against PCCA by the United States Coast Guard or other body as a result of violations of Coast Guard Regulations, PCCA's Facility Security Plan, or other rules or regulations, due to the failure of Agency to properly perform its obligations under this Agreement or due to the negligence or incompetence of any Temporary Employee in the performance of his or her duties. Additionally, PCCA may require the Agency to reimburse PCCA for damages incurred by PCCA as a result of such violations. The Agency is responsible for any workers' compensation claims filed by Temporary Employees who may be injured during their assignment at PCCA.

Section 4. Agency's Fees and Invoice. On or before the tenth (10th) day of each month, Agency shall prepare and submit to the Human Resources Director for approval or modification an invoice setting forth the names of the Temporary Employees assigned to the Facility during the preceding month, together with the individual dates and hours of the services performed by such Temporary Employees during the preceding month, and the total cost of the services performed by such Temporary Employees up to and including the last day of the preceding month. The Agency shall send a copy of each invoice, without the supporting information, to the Human Resources Director. The cost of the services performed by each Temporary Employee shall equal (A) the number of straight time hours worked by such person, multiplied by the Hourly Rate for such person, multiplied by the Markup Percentage, plus (B) the number of overtime hours worked by such person, multiplied by the Overtime Hourly Rate for such person, multiplied by the Markup Percentage. Agency shall attach to each invoice signed copies of the time cards supporting such invoice. PCCA shall pay each invoice within 30 days after the date such invoice is received.

Section 5. Insurance Requirements. Agency shall procure and maintain at its sole expense, for as long as Agency 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 Agency from claims which may arise out of or result from Agency's Services pursuant to this Contract. At least five (5) days prior to execution of this Contract, Agency 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.

Section 6. Release and Indemnity.

6.1 RELEASE. AGENCY HEREBY RELEASES AND DISCHARGES THE PCCA PARTIES FROM ANY AND ALL CLAIMS THAT AGENCY MAY HAVE AGAINST ANY OF THE PCCA PARTIES FOR ANY DAMAGE TO ITS PROPERTY, ANY INJURY TO ANY PERSON (INCLUDING ANY

TEMPORARY EMPLOYEE), OR THE ILLNESS OR DEATH OF ANY OF ANY PERSON (INCLUDING ANY TEMPORARY EMPLOYEE) ARISING OUT OF OR RESULTING FROM ANY WORK DONE OR TO BE DONE BY ANY TEMPORARY EMPLOYEE OR ANY OTHER SUBCONTRACTOR OR AGENT OF AGENCY PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT. AGENCY'S RELEASE OF A PCCA PARTY FROM A CLAIM WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF SUCH PCCA PARTY, EVEN IF THE APPLICABLE CLAIM IS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE ACTIVE OR PASSIVE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF SUCH PCCA PARTY AND REGARDLESS OF WHETHER OR NOT LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR SOUGHT TO BE IMPOSED ON SUCH PCCA PARTY.

6.2 INDEMNITY. AGENCY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE PCCA PARTIES, UPON DEMAND, FROM AND AGAINST ANY AND ALL CLAIMS WHICH TO ANY EXTENT (IN WHOLE OR IN PART) MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST ANY OF THE PCCA PARTIES FOR INJURY TO ANY PERSON (INCLUDING A TEMPORARY EMPLOYEE), THE ILLNESS OR DEATH OF ANY PERSON (INCLUDING A TEMPORARY EMPLOYEE), OR DAMAGE TO ANY PROPERTY (INCLUDING PROPERTY OF A TEMPORARY EMPLOYEE OR AGENCY), ARISING OUT OF, RESULTING FROM, OR IN ANY OTHER WAY ASSOCIATED WITH, DIRECTLY OR INDIRECTLY, THE WORK DONE OR TO BE DONE BY ANY TEMPORARY EMPLOYEE OR ANY OTHER SUBCONTRACTOR OR AGENT OF AGENCY PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT. AGENCY'S OBLIGATION TO INDEMNIFY AND DEFEND A PCCA PARTY AGAINST A CLAIM WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF SUCH PCCA PARTY, EVEN IF THE APPLICABLE CLAIM IS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE ACTIVE OR PASSIVE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF SUCH PCCA PARTY AND REGARDLESS OF WHETHER OR NOT LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR SOUGHT TO BE IMPOSED ON SUCH PCCA PARTY.

6.3 General. The Agency's obligations to release, indemnify and defend the PCCA Parties in this Agreement (i) are independent of, and shall not be limited by, each other or any insurance obligations in this Agreement (whether or not complied with), and (ii) shall survive the expiration or earlier termination of this Agreement until all related Claims against the PCCA Parties are fully and finally barred by applicable law. In Claims against any PCCA Party by, for or on behalf of a Temporary Employee, the Agency's indemnification obligations under this Section 6 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Agency under workers compensation acts, disability benefits acts, or other employee benefits acts.

Section 7. Safety Matters.

7.1 Safety Equipment. PCCA shall provide certain safety equipment, as applicable, to Temporary Employees as required by PCCA's safety guidelines. Agency shall inform all Temporary Employees that they must wear any safety equipment provided to them by PCCA. PCCA shall retain ownership of all such safety equipment.

7.2 Safety Training. Agency acknowledges that certain Facilities at which a Temporary Employee is assigned may present hazards to the Temporary Employees. Agency shall inspect the Facility and the work being performed there before assigning a Temporary Employee to it, as applicable, and at a time reasonably agreeable to PCCA. Agency shall be responsible for assuring that each Temporary Employee has been adequately trained in advance to work safely at a given Facility. Agency shall also be responsible for assuring that each Temporary Employee has been provided in advance the necessary safety training required to safely use and operate the various tools and equipment he or she will using or operating as a Temporary Employee.

Section 8. Certain PCCA Policies and Procedures. Agency and its Temporary Employees assigned to PCCA are required to comply with all applicable PCCA policies and procedures as may be in effect from time to time. Agency shall obtain a written statement from each Temporary Employee acknowledging that he or she has received, read, and agrees to comply with all applicable laws, regulations, and PCCA policies and procedures, including any policies and procedures of the applicable department or Facility, including those described in this Section 8.

8.1 Drug-Free Workplace. Agency understands and acknowledges that PCCA is a drug-free workplace, and the Temporary Employees must adhere to the requirements of all applicable policies, laws, and regulations, including, without limitation, Federal Acquisition Regulation 52.223-6, "Drug-Free Workplace," and the Drug-Free Workplace Act of 1998, as amended, supplanted, or supplemented. Agency must immediately replace any Temporary Employee who fails to adhere to these requirements, in the manner described in Section 3.11 above.

8.2 Firearms. Agency understands and acknowledges that the use or possession of firearms, except by authorized persons, is prohibited on any PCCA property except as otherwise expressly authorized by PCCA and applicable laws and regulations. Agency shall immediately replace any Temporary Employee who violates this Section or PCCA's policy concerning firearms and workplace violence. Agency shall submit the proposed replacement personnel qualifications to PCCA in writing, for prior written approval as set forth herein.

Section 9. Representations, Warranties, and Covenants. Agency hereby represents, warrants, and covenants as follows:

(a) Agency warrants that it has all the necessary power and authority to execute and perform all obligations under this Agreement, and that this Agreement is its legal, valid, and binding agreement, enforceable against Agency in accordance with its terms.

(b) The Agency 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 described under this Agreement.

(c) The Agency does not have the authority to act for PCCA, bind PCCA in any respect, or incur any debts or liabilities in the name of or on behalf of PCCA, except as otherwise expressly authorized in writing by PCCA.

(d) The Agency will comply with the provisions of all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to its performance of the services described under this Agreement.

(e) In performing the services described under this Agreement, the Agency will not use any third party's confidential or propriety information, or infringe the rights of another party, nor will the Agency disclose to PCCA, or bring onto PCCA's premises, or induce PCCA to use any third party's confidential or proprietary information.

(f) The Agency will in no way be considered an agent, partner, joint venturer, or employee of Authority at any time during the Term. Agency is an independent contractor for the performance of its duties under this Agreement, and shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Agency's and Temporary Employees' activities in accordance with this Agreement.

(g) The Agency shall fully comply with all applicable provisions of the Immigration Reform and Control Act of 1986, as may be amended, by verifying the employment eligibility of each Temporary Employees referred and assigned to PCCA from time to time.

(h) The Agency shall perform such reference checks, background checks, and such other employment-related verifications concerning each Temporary Employees prior to assignment to PCCA (and perform such checks thereafter, as may be requested by PCCA from time to time).

(i) The Agency shall be responsible for clearly communicating its own employee policies and procedures, benefits, timekeeping processes, and safety practices to its Temporary Employees and to PCCA.

(j) The Agency shall ensure that all Temporary Employees are notified in writing that, notwithstanding any assignments to perform services at PCCA, they are and shall, at all times, remain employees of the Agency.

(k) As of the Effective Date and at all times while providing services under this Agreement, the Agency shall possess and maintain in good standing any and all licenses or other authorizations and approvals necessary to perform the Services.

(l) Agency is, and during the Term of this Agreement shall remain, a Temporary Employment Service.

(m) Agency will comply with and will cause Temporary Employees to comply with all applicable statutes, ordinances, and regulations in performing the services required of it under this Agreement.

(n) Agency is an independent contractor providing Temporary Employment Services to PCCA.

(o) Agency shall obtain a written statement from each Temporary Employee acknowledging that he or she will not be entitled to participate in or receive any benefits from PCCA, including any benefits under any PCCA's employee benefit plan (other than workers' compensation, as applicable) as a result of performing services for PCCA under this Agreement.

Section 10. Term and Termination.

10.1 Term of Agreement. The initial term of this Agreement shall be for the period beginning on the Effective Date and ending at 11:59 p.m. on September 18th 2020, unless earlier terminated in accordance with this Agreement (the "Initial Term"). The Initial Term shall automatically be extended for one (1) additional year (the "First Renewal Term"), and the First Renewal Term shall automatically be extended for one (1) additional year, unless at least thirty (30) days prior to the end of either the Initial Term or the First Renewal Term, as applicable, PCCA shall have given written notice to the Agency that the Agreement will not be extended. In no event, however, shall this Agreement extend beyond September 18th 2022, except with the written agreement of both Parties. The Initial Term and all additional Renewal Terms, as applicable, shall be defined herein collectively as, the "Term."

10.2 Termination on Notice. Either Party may terminate this Agreement at any time without cause by giving the other Party 30-days' prior written notice. If the Agreement is so terminated by PCCA, the Agency shall be compensated for all work performed by Temporary Employees under this Agreement prior to the effective date of the termination. The Agency will not be compensated for nor be entitled to recover any damages in connection with any other costs in connection with any such termination.

10.3 Termination for Default by Agency.

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

1. Agency fails to perform any of its material duties or obligations under this Agreement, and such failure continues and is not cured within five (5) calendar days after written notice thereof is received from PCCA;
2. Agency shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or any third party shall file an involuntary petition in bankruptcy against Agency and such petition is not dismissed, discharged or otherwise terminated with prejudice within thirty (30) calendar days of the original filing thereof;

3. Agency shall acknowledge in writing its inability to pay its debts as they come due, its insolvency or pending insolvency, or a suspension or pending suspension of operations; or

4. There occurs any event which, under applicable laws, has an effect similar to the events described in (2) or (3).

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

10.4 Survival. Sections 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 4, 6, 9, 10.4, 11, 12.1, 12.2, 12.3, 12.4, 12.5, 12.7, and 12.9 shall survive the termination of this Agreement.

Section 11. Notices. All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by any Party to any other Party pursuant to this Agreement shall be in writing and shall be mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery (including delivery by courier), or via facsimile, or by electronic mail with a follow-up copy of such electronic mail sent via facsimile within twenty-four (24) hours thereafter, addressed as follows:

(i) If to PCCA:

Sean Strawbridge
Chief Executive Officer
Port of Corpus Christi Authority
222 Power Street
Corpus Christi, Texas 78401
Email: sstrawbridge@pocca.com

(ii) If to Agency:

Sharon Kollaja, CPA
President
Sterling Personnel, Inc.
3833 S. Staples, Suite N103
Corpus Christi, Texas 78411
Email: Sharon@SterlingHires.com

Each Party may designate by notice in writing a new mailing address, fax number, or email address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request, or communication which shall be mailed, delivered or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received for all purposes at such time as it is delivered to the addressee (with

the return receipt, the delivery receipt, the affidavit of messenger or (with respect to a facsimile) the confirmation being deemed conclusive (but not exclusive) evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation, or in the case of electronic mail, the confirmation of the follow-up facsimile being deemed conclusive (but not exclusive) evidence of such delivery.

Section 12. General.

12.1 GOVERNING LAW. THIS AGREEMENT AND THE PARTIES' RELATIONS WITH ONE ANOTHER ARE GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT OR THE PARTIES' RELATIONS WITH ONE ANOTHER TO THE LAW OF ANOTHER JURISDICTION. ALL OBLIGATIONS OF THE PARTIES CREATED UNDER THIS AGREEMENT ARE PERFORMABLE IN NUECES COUNTY, TEXAS.

12.2 Binding Effect. Subject to the terms of this Section 12.2 and any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement shall not be binding on PCCA until a PCCA purchase order(s) for this Agreement (or any renewal hereof) has been issued.

12.3 Severability. If any part of any provision contained in this Agreement shall for any reason be held to be invalid or unenforceable under applicable law, that part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provision or the remaining provisions of this Agreement.

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

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

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

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

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

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

12.10 Compliance with Laws. Agency shall comply with, and shall ensure that its Temporary Employees comply with, all applicable Federal, state and local laws and regulations in performing its duties and obligations under this Agreement.

12.11 Disclosure of Interested Parties. Agency is and shall remain in compliance with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas Ethics Commission Rules, as applicable, by preparing a Texas Form 1295, "Certificate of Interested Parties" and submitting the signed form to PCCA at the time Agency submits this signed Agreement to PCCA. Agency will be required to submit the Texas Form 1295 using the PCCA-provided project number and description in Box 3 on the form.

12.12 Confidential Information. It is understood that information developed by or communicated by a PCCA Party to Agency in the performance of this Agreement, as well as any and all information in whatever form or medium supplied to Agency in connection herewith which is not generally available to the public is proprietary to PCCA and constitutes confidential information of PCCA. Agency will make no oral or written disclosure of such information to third parties either during or after the Term of this Agreement, except as approved in writing by PCCA's Contract Representative or as otherwise required by law. In the event the Agency becomes aware that confidential information must be disclosed under a legal requirement, Agency will immediately notify Authority of the requirement and the affected information.

12.13 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 Agreement may be terminated in accordance with terms herein should such delay be sufficient that termination is in the best interest of PCCA.

12.14 No Organizational Conflict of Interest. Agency 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 Agency is unable or potentially unable to render impartial assistance or advice to PCCA or the Agency's objectivity in performing the services under this Agreement is or might otherwise be

impaired. Agency agrees to immediately notify PCCA of any actual or potential Organizational Conflict of Interest that develop during the Term of this Agreement. Agency agrees that PCCA may terminate this Agreement immediately if it becomes aware of any Organizational Conflict of Interest during the Term of the Agreement and that PCCA's definition of "Organizational Conflict" may be amended from time to time at PCCA's sole discretion.

12.15 Section 2270.002, Texas Government Code: To the extent required by Section 2270.002 of the Texas Government Code, Agency represents that Agency does not does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this representation, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

12.16 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.

12.17 Open Records. PCCA is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, Chapter 552) as amended, and, as such, PCCA may be required to disclose to the public (upon request) this Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Agency understands and agrees that the disclosure of this Agreement or any other information or materials related to the consummation of the transactions contemplated hereby by PCCA to the public as PCCA determines is required by the Texas Public Information Act, or any other applicable law, will not expose PCCA (or any party acting by, through or under PCCA) to any claim, liability or action by Agency.

[The next page is the signature page.]

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

PORT OF CORPUS CHRISTI AUTHORITY OF
NUECES COUNTY, TEXAS

By: _____
Sean Strawbridge
Chief Executive Officer

Date: _____

STERLING PERSONNEL, INC.

By: Sharon Kollaja
Typed name: Sharon Kollaja
Title: President
Date: 9-6-19

EXHIBIT "A"

AGENCY SERVICES

The Agency will perform the following services (individually, an "Agency Service," collectively, the "Agency Services") in accordance with the terms and conditions set forth in this Agreement, and will provide qualified and competent "Temporary Employees" (as defined in section 93.001(1) of the Texas Labor Code) to PCCA on a periodic and timely basis upon request by PCCA, as described herein.

- Provide Temporary Employees to work at PCCA during standard business hours (*i.e.*, 8:00 a.m. to 5:00 p.m., Monday through Friday) and/or during other such hours as may be required by PCCA's applicable department or Facility requesting Temporary Employees. In the event that Temporary Employees are authorized by PCCA to work overtime hours, then overtime compensation will be paid by PCCA to the Agency when and if the Temporary Employees exceed forty (40) hours worked per week, and the Agency or Agencies will compensate the Temporary Employees for any such overtime hours worked at PCCA pursuant to the overtime compensation rate agreed upon by and between PCCA and the Agency in accordance with all applicable law and regulations.
- Provide Temporary Employees meeting at least the minimum qualifications for those specified duties be provided to the Agency by PCCA from time to time. The Agency will be informed of the specific duties, estimated length of assignment, and any specific skills or abilities required.
- Provide Temporary Employees to PCCA who are eligible to work in the United States and who possess the necessary documentation from the United States Citizenship and Immigration Services, and/or other applicable agency(s), as provided by applicable laws and regulations.
- Ensure that each Temporary Employee, as applicable and/or requested by PCCA, be literate in English to the extent of speaking, reading and understanding printed regulations, detailed written orders, training instructions and material, and shall be able to compose reports which convey complete information.
- Ensure that each Temporary Employee, as applicable and/or requested by PCCA, is capable of performing the essential job functions to be performed by such person under this Agreement.
- Ensure that each Temporary Employee possesses a valid identification card or driver's license issued by the State of Texas.
- Ensure that each Temporary Employees, as applicable, is computer literate, with a basic knowledge of Windows, and able to make entries in a database and operate an identity card scanner.
- Ensure that each Temporary Employees, as applicable, has successfully passed an Office Skills demonstrating proficiency in basic office skills and tasks.

All services performed by the Temporary Employees under this Agreement shall be subject to inspection and acceptance by PCCA's duly authorized representative.

ADDITIONAL OBLIGATIONS OF SELECTED AGENCY

The Agency shall duly pre-screen, including performing employment reference and background checks on, any Temporary Employees referred or assigned to PCCA to ensure that they are duly qualified and possess all of the required skills and abilities to competently and effectively perform assigned job duties and tasks.

EXHIBIT "B"

Markup Percentage for this contract will be:

Regular Time Rate

For administrative/clerical services, the sum of 100% plus 35%

For general labor/industrial services, the sum of 100% plus 39%

Overtime Rate

For administrative/clerical services, the sum of 100% plus 30%

For general labor/industrial services, the sum of 100% plus 35%

EXHIBIT "C"**INSURANCE**

Without limiting the indemnity obligations or liabilities of Agency or its insurers, provided herein, Agency 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	\$1,000,000 per Occurrence \$1,000,000 Aggregate
C.	Commercial General Liability	\$1,000,000 per Occurrence \$2,000,000 Aggregate

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

- D. Business Automobile Liability \$500,000 per Occurrence

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

- E. Professional Liability \$1,000,000 per Occurrence

Agency 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 Agency 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 Agency'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, Agency 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 Agency, and Agency 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".

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

DATE: September 17, 2019

TO: Port Commission

FROM: Eric Giannamore
Chief of Police & Security
eric@pocca.com
(361) 885-6195

Approve acceptance of Port Security Grant Program FY 2019 award in the amount of \$2,049,478, with a PCCA share of \$715,549, with a four-project total of \$2,759,027 with a 36-month period of performance.

SUMMARY: On September 3rd, 2019 staff received written notice from FEMA/DHS that \$2,043,478 was awarded to the Port of Corpus Christi Authority (PCCA) through the Port Security Grant Program. Staff must give notice of acceptance of the award by November 2, 2019.

BACKGROUND: The PCCA has been building security improvements and infrastructure with grant funding support since 2002. At the April 16, 2019 Port Commission meeting, the Port Commission approved submission of **five** project applications to FEMA for grant funding through the Port Security Grant Program FY2019. Of the five project applications received by FEMA/DHS, four projects were approved for funding. The authorized period of performance on each of these projects is 36 months from the date of award. The project that was not awarded funding was the Marine Firefighting vessel. All but one of the funded grant projects were funded at a 75% federal 25% PCCA match rate. The one exception is the funding of Project 2, CBRNE equipped Patrol Boat w/fire monitor. Project 2 was funded at a 73.06% federal, and 26.94% PCCA match rate.

ALTERNATIVES: Decline acceptance of the award.

CONFORMITY TO PORT POLICY: This project supports both Strategic Goal 1: Be a Good Business + Community Partner, and Strategic Goal 3: Provide Facilities + Services to Meet Customer Needs.

EMERGENCY: No

FINANCIAL IMPACT: Grant funding allows leveraging Port funds at a 3 to 1 ratio. Delivery of grant funds is on a reimbursement basis, necessitating temporary outlay. Through the life of the grant, reimbursements are requested and received the quarter after expenses are incurred. After all reimbursements, PCCA's financial responsibility will be no more than \$716,000.

STAFF RECOMMENDATION: Staff recommends **acceptance** of this Port Security Grant Program award for FY2019 which includes the following projects:

Project	Projected Cost	Proposed Federal Share @ 75% * Except where noted	PCCA Responsibility
Security Equipment Maintenance and Upkeep	\$750,000	\$562,500	\$187,500
CBRNE equipped Patrol Boat w/fire monitor	\$1,332,027	\$973,228 *73.06%	\$358,799
Cybersecurity	\$500,000	\$375,000	\$125,000
Port Security Marine Patrol Vessel Boat lifts	\$177,000	\$132,750	\$44,250
Total	\$2,759,027	\$2,043,478	\$715,549

Project 1: Security Equipment Maintenance and Upkeep – The PCCA has received previous grant funding to install security fencing, lighting, surveillance equipment, access control, vessel tracking, etc. Most of this installed equipment has a finite life cycle. This project would provide for the repair or replacement of aging security equipment. Grant Program Directorate Information Bulletin No. 293 allows for the use of grant funds for the repair, replacement, and maintenance of security equipment funded through Department of Homeland Security grants. The funding plan is \$562,500 Federal (75%), and \$187,500 PCCA (25%) match for a total cost of \$750,000.

Project 2: CBRNE equipped Patrol Boat w/fire monitor – PCCA has two port security grant funded all weather patrol boats each of which are approximately 10 years old. Strategic planning includes a tentative plan for port security patrol (land and water) in the La Quinta/Outer Harbor and eastern Ship Channel region. Staff recommends the purchase of a patrol boat through the grant program. The funding plan is \$973,228 Federal (73.06%), \$358,799 PCCA (26.94%) match, for total cost of \$1,332,027.

Project 3: Cybersecurity – Staff recommends this project which will fund a contract consulting team to support and guide staff through the implementation of recommendations of hardware, software, policies and procedures to improve PCCA cybersecurity. Those recommendations were provided by a consulting team after conducting the National Institute of Standards and Technology (NIST) Cybersecurity Framework assessment. This project will result in the redevelopment of PCCA cybersecurity policies and procedures, the expansion of the vulnerability management program, and will establish Incident Response policy and procedures. The funding plan is \$375,000 Federal (75%), \$125,000 PCCA (25%) match, for a total project cost of \$500,000.

Project 4: Port Security Marine Patrol Vessel Boat lifts – PCCA has two boat lift systems for its two port security marine patrol vessels. Those boat lift systems were installed almost ten (10) years ago. There have been continuous problems with the systems functioning recently such that they are both unreliable. This project will fund two boat lift systems that will serve the existing patrol vessels, and, if awarded, the CBRNE equipped patrol boat listed as Project 2 in this memo. The funding plan for this project is \$132,750 Federal (75%), \$44,250 Port (25%) match, for a total project cost of \$177,000.

The total cost for these projects is \$2,759,027 (\$2,043,478 Federal (74.06%) and \$715,549 PCCA (25.94%) match).

DEPARTMENTAL CLEARANCES:

Originating Department	Port Security
Reviewed & Approved	Tom Mylett
Legal	Dane Bruun
Senior Staff	Sean Strawbridge
	Clark Robertson
	Kent Britton



DATE: September 17, 2019

TO: Port Commission

FROM: Natasha E. Fudge, P.E.
Chief of Construction
Engineering Services

Approve an Increase in Contingency in the amount of \$135,000 and a Change Order in the Amount of \$220,800 with J.M. Davidson Ltd. for Bulk Dock 1 Restoration and Crane Rail Replacement Project for Standby Charges.

SUMMARY: Staff requests approval of an increase in contingency in the amount of \$135,000 and a Change Order in the amount of \$220,800 with J.M. Davidson Ltd. for standby charges for the Bulk Dock 1 Restoration and Crane Rail Replacement Project.

BACKGROUND: On February 19, 2019, the Commission awarded a construction contract to J.M. Davidson Ltd. in the amount of \$1,718,970 for the Bulk Dock 1 Restoration and Crane Rail Replacement Project. The Commission also accepted Additive/Deductive Bid Items for unit price adjustments should there be a variance between the base bid quantities and actual quantities of repairs performed. In addition, the Commission accepted Additive Bid Item 1 at a unit price of \$8,000.00/ day for standby charges, with an approved allowance of \$96,000 should dock utilization prevent the contractor from working a minimum of 20 calendar days within any one calendar month.

The project includes structural repairs to the deteriorated concrete dock and adjacent east and west trestles structure including repairs to pile caps, girders, beams, deck, and piles and replacing the existing crane rail on the dock. Completing these repairs requires the contractor to have unhindered access to the both the top and bottom of the dock. Contractually, the contractor was provided 20 days per month of dock access.

From March through August, the contractor was provided 87 days of unhindered dock access in lieu of the 120 days that was contractually obligated. PCCA staff additionally requested that the contractor work around ongoing dock operations with limited access to the main dock structure to minimize impact to the project construction schedule. Due to restricted dock access, the contractor was unable to perform many of the critical path work items and incurred expenses to remobilize subcontractors and work crews, with loss in construction efficiencies.

Staff negotiated an adjusted standby rate with the contractor when access to the dock was restricted based on percent of the project area that was available for work during the

affected time periods and clarified substantial completion requirements to eliminate further standby charges for the remainder of the project. The negotiated standby charges exceed the Commission approved allowance of \$96,000. See attached Change Order. To cover the remaining cost of the Change Order and to provide additional contingency to complete the project, should it be needed, staff is recommending the Commission approve an additional \$135,000 in contingency for this project.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: This project conforms to the PCCA's Strategic Plan 2023 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

EMERGENCY: Although this is not an emergency action, project construction is required to ready the dock for receipt of the new crane and conveyor system.

FINANCIAL IMPACT: Approval of this \$220,800 Change Order will result in a total construction contract amount of \$2,011,670.00.

STAFF RECOMMENDATION: Staff recommends approval of an increase in contingency in the amount \$135,000 and approval of the attached Change Order in the amount of \$220,800 to J.M. Davidson Ltd. for standby charges associated with the Bulk Dock 1 Restoration and Crane Rail Replacement Project.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Lou Donato
	Eric Battersby
	Louis Klusmeyer
	Sonya Lopez-Sosa
Legal	Used Standard Change Order Template
Senior Staff	Sean Strawbridge
	Clark Robertson
	Kent Britton

LIST OF SUPPORTING DOCUMENTS:

Change Order



Change Order No. 3
Date: September 05, 2019
Page 1 of 3

PROJECT: Bulk Dock 1 - Dock Restoration, Repairs, Improvements
PROJECT NUMBER: 18-034A
CONTRACTOR: J.M. Davidson Ltd.

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:

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

Increase in Contract Price:	\$ 220,800.00
Increase in Contract Time:	37 Days

Original Contract Amount:	\$ 1,718,970.00
Total Amount of Previous Change Orders:	\$ 71,900.00
Amount of this Change Order:	\$ 220,800.00
Revised Contract Amount:	\$ 2,011,670.00

Notice To Proceed Date:	March 06, 2019
Original Contract Time:	150 Days
Previous Changes in Contract Time:	14 Days
Calendar Days for this Change Order:	37 Days
Revised Contract Time:	201 Days
Required Completion Date:	September 23, 2019

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 J.M. Davidson Ltd., as signed by their duly authorized representatives below.

Port of Corpus Christi Authority

J.M. Davidson Ltd.

By: _____	By: _____
Louis G Donato, EIT	Marshal Davidson
Associate Project Engineer	Vice President

By: _____	Date: _____
Natasha E Fudge, P.E.	
Chief of Construction	

Date: September 05, 2019



PROJECT: Bulk Dock 1 - Dock Restoration, Repairs, Improvements
PROJECT NUMBER: 18-034A
CONTRACTOR: J.M. Davidson Ltd.

STANDBY CHARGE ADJUSTMENTS FOR PARTIAL WORK WINDOWS: The following Standby Charge Adjustments have been mutually negotiated between the PCCA and Contractor, referencing Special Conditions paragraph 1.06, and the rate established by Additive Bid Item 1 in the amount of \$8000 per Standby Day with addition of 1.3 calendar days to the contract duration per Standby Day.

To accommodate Port operations at the main dock, Contractor's permitted construction activities were partially restricted to the east and west trestles during the April and May work windows. Due to the lack of full access to the main dock during April and May adjusted Standby Charges will be awarded at the rate of \$4240.00 per Standby Day with addition of 0.70 calendar days per Standby Day to the contract.

No other consideration for Standby Charges for the work windows and contract periods described herein shall be considered or warranted.

1 **APRIL:** Three (3) days of adjusted standby time:

Increase	\$	12,720.00
Increase		2 Days

2 **MAY:** Seventeen (17) days of adjusted time:

Increase	\$	72,080.00
Increase		12 Days

3 **JUNE:** Two (2) days of full standby time:

Increase	\$	16,000.00
Increase		3 Days

4 **JULY THROUGH AUGUST:** Due to the PCCA providing a dock outage that provided the Contractor with twenty-five (25) of the forty (40) required work windows between July 1 and August 31 it was negotiated to provide fifteen (15) days of full standby time.

Increase	\$	120,000.00
Increase		20 Days

PROJECT: Bulk Dock 1 - Dock Restoration, Repairs, Improvements
PROJECT NUMBER: 18-034A
CONTRACTOR: J.M. Davidson Ltd.

- 5 SUBSTANTIAL COMPLETION CLARIFICATION: Substantial Completion, as defined in section 1.44 of the General Conditions, is further clarified and includes the following:
- 100% completion of crane rail replacement to include being fully grouted in-place.
 - 100% completion of all shotcrete and trowel repairs.
 - 40% completion of the cast-in-place repairs.
 - Dock can receive the new gantry crane.

Increase	\$	00.00
Increase		0 Days

TOTAL INCREASE IN CONTRACT PRICE **220,800.00**

TOTAL INCREASE IN CONTRACT TIME **37 Days**

DATE: September 17, 2019

TO: Port Commission

FROM: Natasha E. Fudge, P.E.
Chief of Construction
Engineering Services

Approve an Amendment in the Amount of \$60,000 to Service Order No. 2 with Cardno, under Master Services Agreement No. 18-05, for Additional Design Services Related to the Bulk Dock 1 Improvement Project.

SUMMARY: Staff requests approval of the attached Amendment to Service Order No. 2 with Cardno, under Master Services Agreement 18-05, with a ceiling price of \$60,000 to perform additional design services related to the Bulk Dock 1 Improvement Project. The scope of work will include the design of additional foundations needed for the conveyor belt system in Package 2 – Bulk Dock 1 Landside Improvements, design for the west trestle outer beam replacement to be included in Package 3 – Bulk Dock 1 Modifications, and developing contract documents to bid dock dredging as a separate project as Package 4 – Bulk Dock 1 Dredging.

BACKGROUND: On August 21, 2018, Cardno began design and development of multiple construction contract bid packages for improvements to Bulk Dock 1, including: Dock Restoration and Crane Rail Replacement, Landside Improvements, Dock Modifications and Dredging. Currently, the Dock Restoration and Crane Rail Replacement project and Landside Improvements project are under construction. These improvements are required for receipt and operation of the PCCA's new rail mounted multi-purpose crane and conveyor system being provided under separate contract by the Liebherr USA, Co.

To meet the project schedule, construction of the landside improvements was initiated prior to PCCA receiving detailed design drawings from Liebherr's conveyor system manufacturer. Upon PCCA's receipt of detailed design drawings late last month, staff discovered that modifications to the existing foundation design and a new foundation was required to accommodate the conveyor system's adjusted vertical alignment, transfer tower, and gravity take-up systems. Cardno is expediting the foundation design modification efforts to accommodate the conveyor system installation.

Design efforts and development of construction contract documents for dock modifications and dredging are ongoing. During design, one of the beams on the west trestle was discovered to be badly damaged beyond repair and required replacement.

Additionally, staff determined that the construction contract documents for the dock modifications and dredging should be developed and bid separately. Efforts to support these initiatives were not included in Cardno's original scope of work and have been included in this request for additional design phase services.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: This project conforms to the PCCA's Strategic Plan 2023 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

EMERGENCY: No, but expediting the conveyor system foundation design is required to complete landside improvements construction and meet the delivery schedule for a new crane and conveyor system.

FINANCIAL IMPACT: This project was included in the Engineering Department's 2019 capital budget for Bulk Terminal Supporting Infrastructure Projects. With the approval of this Amendment, the amount approved for Service Order No. 2 under Master Services Agreement No. 18-05 will total \$1,515,641.

STAFF RECOMMENDATION: Staff recommends approval of the attached Amendment to Service Order No. 2 with Cardno, under Master Services Agreement 18-05, with a ceiling price of \$60,000 to perform additional design services related to the Bulk Dock 1 Improvement Project.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Sonya Lopez-Sosa
	Louis Klusmeyer
	Eric Battersby
	Lou Donato
Legal	PCCA's standard Service Order Amendment template
Senior Staff	Sean Strawbridge
	Clark Robertson
	Kent Britton

LIST OF SUPPORTING DOCUMENTS:

Amendment to Service Order No. 2

**MASTER SERVICES AGREEMENT NO. 18-05
CARDNO**

AMENDMENT NO. 1 TO SERVICE ORDER NO. 2

1. Background Data

Commencement Date of Service Order: August 21, 2018

PCCA: Lou Donato, E.I.T.

Engineer: Cardno

Project Name: Bulk Dock 1 Improvement Project

Project No. 18-034A

2. Description of Modifications

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

1. Increase the compensation for *A1.02, and A1.03 & A1.04.*
2. **Exhibit A (Engineer's Services for Service Order) of the Service Order is hereby amended by adding the additional services as identified herein:**

A1.02 *PACKAGE 02 – Landside Improvement Design Package*

I. Material Handling System Foundation Design

A. Scope of Work:

6. Add takeup tower and transfer tower foundation design:
 - Design foundations for new tower structures and provide sections and details necessary to depict the work.
7. Revised material handling system bent design:
 - Redesign approximately six (6) bents to accommodate revised conveyor arrangement.
 - Prepare construction drawings showing sections and details necessary to depict the work.

A1.03 *PACKAGE 03 – BDI Modification Design Package*

I. Modification Design Criteria

C. Scope of Work:

10. West Trestle outer beam (between Bent W1 and W2) replacement design:

- Review of existing west trestle record and historical drawings and conduct site visit for field verification.
- Project coordination, correspondence and addressing PCCA design review comments.
- Development of demolition plan and work coordination plan to minimize impact of dock operations. Demolition is estimated to include:
 - Remove existing rail system, hardware and base plates for reuse.
 - Remove concrete deck over damaged beam as required to complete repair, maintain dock capacity and minimize impact to the dock operations.
 - Remove damaged beam.
- Analysis and design of a new pre-stressed concrete replacement beam, deck and rail anchoring.
- Prepare construction drawings showing plans, sections and details necessary to depict the work.
- Provide revised technical specifications and updated construction contract documents reflecting the additional scope of work.
- Prepare updated opinion of probable construction costs.

3. **Separate existing BD1 Modification Design and Dredging Packages (A1.03 & A1.04):**

- Separate existing Dock Modification/Dredging construction contract documents to bid as two separate construction contracts:
 - Package 3/Dock Modifications will generally include approximately 31 construction drawings plus the West Trestle outer beam replacement drawings, reference drawings, and related technical specifications.
 - Package 4/Dredging will generally include approximately eight construction drawings, reference drawings, and related specifications (front end and technical).
 - Project coordination, correspondence and addressing PCCA review comments.
- b. For the additional services or the modifications to services set forth above, PCCA shall pay Engineer the following additional or modified compensation:

Description of Additional / Modified Compensation	Amount
Added scope to: Landside Improvement Design Package (A1.02)	\$ 26,225
Added scope to: BD1 Modification Design Package (A1.03)	\$ 17,175
Separate existing BD1 Modification Design & Dredging Packages into BD 1 Modification Design (A1.03) and Dredging Packages (A1.04)	\$ 16,600
ESTIMATED TOTAL COMPENSATION	\$ 60,000

3. Service Order Summary (Reference only)

Original Service Order amount:	\$	1,455,641
Net change for prior amendments:	\$	0
This amendment amount:	\$	<u>60,000</u>
Adjusted Service Order amount:	\$	1,515,641

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

PCCA and Engineer hereby agree to modify the above-referenced Service Order as set forth in this Amendment. All provisions of the Agreement and Service Order not modified by this or previous Amendments remain in effect. The effective date of this Amendment is September 17, 2019.

**PORT OF CORPUS CHRISTI AUTHORITY
“PCCA”:**

By: _____

Title: _____

Date: _____

**CARDNO
“ENGINEER”:**

By: _____

Title: _____

Date: _____



DATE: September 17, 2019

TO: Port Commission

FROM: Danielle Hale
dhale@pocca.com
(361) 885-6612

Approve Amendment to Consulting Services Contract with Tetra Tech, Inc. for FEMA Public Assistance Program Grant Management Services, increasing the not to exceed amount by \$108,800 to a total project cost of \$458,800, and increasing the term of services from September 30, 2019 to June 30, 2020.

SUMMARY: Staff is seeking Commission approval an Amendment to Consulting Services Contract with Tetra Tech, Inc. for FEMA Public Assistance Program Grant Management Services, increasing the not to exceed amount by \$108,800 to a total project cost of \$458,800, and increasing the term of services from September 30, 2019 to June 30, 2020. The requested services will be used for the continued preparation and submission of PCCA's FEMA grant applications and the management of such grants for Hurricane Harvey related projects.

BACKGROUND: The Port of Corpus Christi Authority issued a Request for Proposals ("RFP") seeking a qualified firm to work with the Port Authority to assist with FEMA Public Assistance Grants for Hurricane Harvey and future events. A Consulting Services Contract with Tetra Tech, Inc. was approved by the Commission January 16, 2018, for an original not to exceed amount of \$100,000. Initially, Tetra Tech, Inc. provided grant management services to support Hurricane Harvey recovery projects primarily for repairs previously completed requiring submission to FEMA. To continue support from Tetra Tech, Inc. for recovery projects not completed, an additional proposal was developed with an estimated total project cost of \$514,500. As requested by the Long-Range Planning Committee, the project proposal was reduced to ensure incremental performance review and timeline alignment throughout the remainder of the recovery process. Accordingly, Task Order No. 2 was developed and approved June 19, 2018, increasing the not to exceed amount to \$250,000 understanding there would be additional requests to follow as progress continued. Change Order #1 was approved April 19, 2019, increasing the not to exceed amount to \$350,000.

ALTERNATIVES: Task current PCCA staff with additional duties.

CONFORMITY TO PORT POLICY: This conforms to PCCA's procurement policy.

EMERGENCY: No.

FINANCIAL IMPACT: All efforts will be made to recover the cost associated with GMS within the grant application. FEMA reimbursable projects from Hurricane Harvey are anticipated to exceed \$15,000,000.

STAFF RECOMMENDATION: Staff recommends the Port Commission approve the Amendment to Consulting Services Contract with Tetra Tech, Inc. for FEMA Public Assistance Program Grant Management Services, increasing the not to exceed amount by \$108,800 to a total project cost of \$458,800, and increasing the term of services from September 30, 2019 to June 30, 2020 for Hurricane Harvey related projects.

DEPARTMENTAL CLEARANCES:

Originating Department	Port Security
Reviewed & Approved	Danielle Hale, Manager of Emergency Management
	Lisette Mason
Procurement	Lynn Angerstein
Legal	Dane Bruun
Senior Staff	Tom Mylett
	Kent Britton

LIST OF SUPPORTING DOCUMENTS:

Change Order Authorization No. 2 to Task Order No. 2 for PCCA PA Services – Phase II

**PORT OF CORPUS CHRISTI AUTHORITY, TEXAS
TASK ORDER No. 2-PCCA-PA Services Phase II**

**Change Order
Authorization No. 2**

In accordance with Task Order No. 2-PCCA-PA Services Phase II, dated July 1, 2018, between the **Port of Corpus Christi Authority, Texas** ("PCCA") and **Tetra Tech, Inc.** ("Tetra Tech"), the PCCA hereby authorizes the services to be performed for the period of performance and estimated budget set forth herein:

PROJECT: FEMA Public Assistance Consulting Services – Phase II
2017 Hurricane Harvey

The Task Order is amended as follows:

ESTIMATED PROJECT TERM:

The period of performance end date shall be extended through **June 30, 2020**

*Estimated project term: **July 1, 2018** through **June 30, 2020** or until the funded value have been expended in full, whichever first occurs. An extension may be granted if agreed to by the PCCA and Tetra Tech. To the extent the estimated project term is required to be extended due to reasons beyond the Tetra Tech Team's control; such unforeseen circumstances may result in an increase in the project timeline and budget.*

SCOPE:

No change to the current scope of work.

ESTIMATED COST (not to exceed):

The funded value amount for Task Order No. 2 will be increased by \$108,800.00 from \$250,022.00 to **\$358,822.00**. The table below outlines the initial estimated cost and funded value amounts.

Tetra Tech Initial Estimated Project Cost	\$514,500.00
Funded Value Amount to Task Order No. 1	\$99,978.00
Updated Funded Value Amount to Task Order No. 2	\$358,822.00
Total Funded Value for Task Order No. 1 and 2	\$458,800.00

UPDATED TOTAL FUNDED VALUE for TASK ORDER NO. 2: \$358,822.00

The PCCA has approved an updated funded amount of \$358,822.00 for Task Order No. 2. Tetra Tech will discontinue performance under this Task Order when the funded value of \$358,822.00 has reached. Tetra Tech will not proceed without written authorization from an authorized representative of the PCCA.

All other terms of Task Order No. 2-PCCA-PA Services Phase II shall continue in full force and effect unless further amended by the Parties.

The individuals executing this change order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this change order on behalf of the respective legal entities of Tetra Tech and the PCCA.

APPROVED BY:

Tetra Tech, Inc.

Port of Corpus Christi Authority, Texas

Signature: _____

Name: Jonathan Burgiel

Title: Business Unit President

Signature: _____

Name: _____

Title: _____



DATE: September 17, 2019

TO: Port Commission

FROM: Natasha Fudge, P.E.
Chief of Construction
Engineering Services

Approve a Net Deductive Change Order in the Amount of \$221,658 with Derrick Construction Company, Inc. for the Harbor Island – Demolition of Existing Docks Project.

SUMMARY: Staff requests approval of a Net Deductive Change Order with Derrick Construction Company, Inc. in the amount of \$221,658 for the removal of the scope of work for revegetation of disturbed areas adjacent to former Exxon Dock 2, former Exxon Dock 1, and former Fina Dock 3 at Harbor Island, as well as the addition of work to remove 40 timber piles located at former Exxon Dock 1 not previously identified in the contract documents.

BACKGROUND: In December 2018, Port Commission awarded a contract to Derrick Construction Company, Inc. in the amount of \$5,394,000 to remove three abandoned docks, various underwater structures and debris, and abandoned landside structures at Harbor Island. These formerly privately-owned docks were constructed in the 1950s and 1980s, and the PCCA acquired the adjacent property and the abandoned docks in the 1990s. During demolition of these docks, it was realized that the currently existing docks were built directly on top of older timber docks, for which the PCCA has no historical records. A multi-beam survey, side sonar, and bathymetric survey were conducted during development of construction contract documents to identify underwater debris. These timber piles were located approximately 20-feet below the mudline and were not able to be identified by the surveys. This Change Order includes the removal of 40 timber piles that were uncovered approximately 20-feet below the mudline at former Exxon Dock 1 during the excavation for removal of docks steel piles.

This Change Order also includes the removal of the scope of work for the revegetation of disturbed areas adjacent to former Exxon Dock 2, former Exxon Dock 1, and former Fina Dock 3. When the dock demolition project was initiated, the schedule and limits of proposed future improvements at Harbor Island were unknown. Ongoing design of the Harbor Island dock, berth, and related facilities includes construction in these areas and negates the need for this proposed revegetation. As onsite demolition and construction activities continue, silt fence and other applicable storm water best management practices are being implemented.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: The project conforms to the PCCA's Strategic Plan 2023 (Strategic Goal #2 – Proved Facilities and Services to Meet Customer Needs).

EMERGENCY: No.

FINANCIAL IMPACT: This project was included in the Engineering Department's 2019 capital budget for Oil Docks Strategic Projects.

STAFF RECOMMENDATION: Staff requests approval of a Net Deductive Change Order in the amount of \$221,658 with Derrick Construction Inc. for the removal of the scope of work for revegetation of disturbed areas adjacent to former Exxon Dock 2, former Exxon Dock 1, and former Fina Dock 3, as well as the addition of work to remove 40 timber piles located at former Exxon Dock 1 not previously identified in the contract documents.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Sonya Lopez-Sosa
	Louis Klusmeyer
	Eileen Elizondo
Legal	Used PCCA Change Order template
Senior Staff	Sean Strawbridge
	Clark Robertson
	Kent Britton

LIST OF SUPPORTING DOCUMENTS:

Change Order

CHANGE ORDER

Change Order No. 4
Date: September 10, 2019
Page: 1 of 2

PROJECT: Harbor Island Docks 1, 2 and 3 Demo
PROJECT NUMBER: 18-033B
CONTRACTOR: Derrick Construction Co. Inc.

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

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

Increase in Contract Price:	\$ -221,658.00
Increase in Contract Time:	0 days

Original Contract Amount:	\$ 5,394,000.00
Total Amount of Previous Change Orders:	\$ 220,530.48
Amount of this Change Order:	\$ -221,658.00
Revised Contract Amount:	\$ 5,392,872.48

Notice to Proceed Date:	December 31, 2018
Original Contract Time:	180 days
Previous Changes in Contract Time:	37 days
Calendar Days for this Change Order:	0 days
Revised Contract Time:	217 days
Required Completion Date:	August 5, 2019

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 Orion Marine Construction, as signed by their duly authorized representatives below.

Port of Corpus Christi Authority

Orion Marine Construction

By: _____
Eileen Elizondo, E.I.T.
Associate Project Engineer

By: _____
Derrick Johnson
Title Director of Operations

By: _____
Natasha E. Fudge, P.E.
Chief of Construction

Date: _____

Date: September 10, 2019



Change Order No. 4
Date: September 10, 2019
Page: 2 of 2

PROJECT: Harbor Island Docks 1, 2 and 3 Demo
PROJECT NUMBER: 18-033B
CONTRACTOR: Derrick Construction Co. Inc.

1. Deduct Scope of Work for revegetation of disturbed areas adjacent to former Exxon Dock 2, former Exxon Dock 1, and former Fina Dock 3 (Base Bid Breakdown 1.12).

Decrease	\$ -270,000.00
Decrease	0 Days

2. Additional Scope of Work for removal of 42 timber piles located approximately 20 feet below the mudline at former Exxon Dock 1, which were not identified on the contract documents.

Increase	\$ 48,342.00
Increase	0 Days

TOTAL DECREASE IN CONTRACT PRICE	\$ 221,658.00
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TOTAL DECREASE IN CONTRACT TIME	0 Days
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DATE: September 17, 2019

TO: Port Commission

FROM: Sam Esquivel, Director of Real Estate Services
Sam@pocca.com
(361) 885-6140

Approve an Easement and Right of Way Agreement with Southwestern Bell Telephone Company for Fiber Optic Service to Archer-Daniels-Midland Company Office Building located on the North Side of the Joe Fulton International Trade Corridor, Nueces County, Texas.

SUMMARY: Southwestern Bell Telephone Company (SWB) representatives are requesting an easement and right of way agreement to provide fiber optic service to the Archer-Daniels-Midland Company (ADM), located along the Joe Fulton International Trade Corridor, as depicted in the attached memo exhibit. The project includes installation of a one forty-eight count fiber optic communication line using an existing three-inch conduit that serves the facility. The term of the easement is 30 years. Upon AT&T's cessation of the easement area, or abandonment of the same for a period of twelve consecutive months, the easements and rights of way shall automatically cease and terminate, and the rights granted shall revert automatically to the PCCA.

BACKGROUND: ADM currently leases and operates a grain elevator facility on the north side of the Inner Harbor which is located on both the north and south side of the Joe Fulton International Trade Corridor (JFITC). ADM's administration office building is located on the north side of the JFITC and the grain elevator operation is located on the south side. This easement and right of way agreement will grant AT&T the right to install fiber optic service to ADM's facility.

ALTERNATIVES: Do not approve.

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

EMERGENCY: N/A

FINANCIAL IMPACT: Southwestern Bell Telephone Company shall pay a \$1,500 administrative fee for the term of this easement.

STAFF RECOMMENDATION: Staff recommends approval of the Easement and Right of Way Agreement with Southwestern Bell Telephone Company.

DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate
Reviewed & Approved	Sam Esquivel Kent Britton
Senior Staff	Sean Strawbridge

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Easement Summary
Easement and Right of Way Agreement

Approve an Easement and Right of Way Agreement with Southwestern Bell Telephone Company for Fiber Optic Service to Archer-Daniels-Midland Company Office Building located on the North Side of the Joe Fulton International Trade Corridor, Nueces County, Texas.



**PORT OF CORPUS CHRISTI AUTHORITY
EASEMENT AND RIGHT OF WAY AGREEMENT SUMMARY**

Grantee: Southwestern Bell Telephone Company

Easement Location: As depicted in the attached map.

Use: Provide fiber optic service to the Archer-Daniels-Midland Company Office building, located on the North Side of along the Joe Fulton International Trade Corridor

Options: None

Start Date: 9/17/2019

End Date: 9/16/2049

Fee: Southwestern Bell Telephone Company shall pay a \$1,500 administrative fee for the term of this easement.

Tenant Contact:

If to Grantee: Southwestern Bell Telephone Company
14575 Presidio Square, Rm 145
Houston, TX 77082
Attn: Manager – Engineering Right of Way

With a copy to: Southwestern Bell Telephone Company
5208 S. Akard 30th Floor
Dallas, Texas 75202
Attn: General Attorney - Network

**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 **SOUTHWESTERN BELL TELEPHONE COMPANY** a Delaware corporation (hereinafter, together with its successor and assigns, called "Grantee"), an non-exclusive easement and right-of-way (hereinafter called the "Easement") over, across and upon the property described in and depicted on Exhibit "A" attached hereto for the purpose of constructing, operating, reconstructing, replacing, upgrading, inspecting, repairing, maintaining, and removing one forty-eight (48) count fiber optic communications line and associated two-inch (2") conduit and all other necessary or desirable appurtenances (the "Fiber Optic Line").

The initial Easement width will be as indicated on Exhibit "A", however, such Easement width shall expire and revert to the exterior dimensions of the conduit laid upon the date the initial construction of the Fiber Optic Line is completed and is operational, or 12 months from the date of this Easement and Right -of Way Agreement, whichever occurs earlier.

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 Fiber Optic Line shall be one forty-eight (48) count fiber optic communication lines and associated two-inch (2") conduit and other appurtenances as deemed appropriate by Grantee. Grantee shall install the Fiber Optic Line as depicted on Exhibit "A". In the event construction is not completed within one (1) year from the date hereof, this Agreement and the Easement shall terminate, unless the period for completion of construction is extended, in writing, beyond one (1) year by the Authority's Chief Executive Officer. The Fiber Optic Line shall be buried and maintained so that the top for any segment thereof shall be at least four feet (4 ft.) minimum cover below the surface of the ground. Any damage or disruption of other fiber service or other utilities will be corrected immediately at the Grantee's cost and to the satisfaction of the Grantor.

B. Fee. For the term of this Easement, Grantee shall pay to Grantor an administrative fee of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) in advance.

C. 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 contact and 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. In addition, Grantee shall notify Authority in writing, by contacting and informing Authority's Manager of Rail Operations, at P.O. Box 1541, Corpus Christi, Texas, 78403, not less than fourteen (14) days in advance of Grantee's intent to conduct any Fiber Optic Line Easement related construction, operation, or maintenance activities within one hundred feet (100 ft.) of any railroad.

D. Construction, Maintenance and Use. Grantee shall construct and maintain the Fiber Optic 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 Fiber Optic Line or any modification thereof an as-built drawing of the location of the Fiber Optic 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.

E. 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.

F. 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.

G. 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.

H. Relocation. The Authority may require Grantee to remove, lower, raise, or relocate the Fiber Optic 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 Fiber Optic 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.

I. 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.

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

K. 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: Chief Executive Officer
222 Power Street
P.O. Box 1541
Corpus Christi, Texas 78403
Fax: (361) 881-5155

If to Grantee: Southwestern Bell Telephone Company
14575 Presidio Square, Rm 145
Houston, TX 77082
Attn: Manager – Engineering Right of Way

With a copy to: Southwestern Bell Telephone Company
5208 S. Akard 30th Floor
Dallas, Texas 75202
Attn: General Attorney - Network

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.

L. 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.

M. 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.

N. 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.

O. Termination. The Easement herein granted shall terminate if Grantee shall fail to complete the construction of the Fiber Optic Line within one (1) year from the date hereof, or at any time during the term hereof abandon the use of the same for the purposes herein granted for twelve (12) consecutive months. In addition to the immediate sentence above, this Easement Agreement and all of Grantee's interest hereunder, at the option of Grantor, shall forthwith terminate upon breach by Grantee of any of the covenants or conditions hereof and the failure of Grantee to remedy the same within ninety (90) days after written notice from the Grantor to do so. However, if such breach cannot be reasonably remedied within ninety (90) days, this Easement Agreement and Grantee's interest hereunder shall not terminate if Grantee furnishes Grantor a plan, reasonably acceptable to Grantor, for remedying such breach as expeditiously as reasonably possible and thereafter diligently and continuously prosecutes reasonable and prudent corrective measures to completion in accordance with such plan. Grantee agrees it will within one hundred twenty (120) days after the termination of this Easement Agreement remove the Fiber Optic Line including all facilities relating to the Easement and shall restore Grantor's lands in the Easement to the condition in which same existed prior to the existence of the Fiber Optic Line. In the event Grantee fails to so remove the Fiber Optic Line, Grantor may either declare the termination of Grantee's interest in the Fiber Optic Line and all of Grantee's interest therein shall thereupon terminate, or the Grantor may cause the Fiber Optic Line, or any part thereof at Grantor's election, to be removed and the lands of the Grantor restored at the cost of Grantee.

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.

WITNESS this ____ day of _____, 2019.

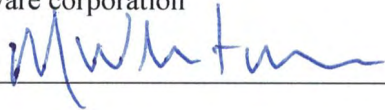
GRANTOR:

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

By: _____
Sean C. Strawbridge
Chief Executive Officer

GRANTEE:

SOUTHWESTERN BELL TELEPHONE COMPANY
a Delaware corporation

By: 

Name: Matthew Whitman

Title: Authorized Signatory

THE STATE OF TEXAS §
 §
 COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ day of _____, 2019, by Sean C. Strawbridge, Chief Executive Officer of Port of Corpus Christi Authority of Nueces County, Texas, on behalf of the Port.

 NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

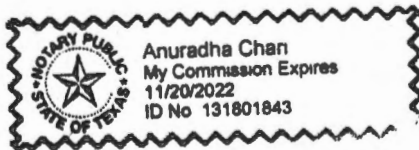
THE STATE OF TEXAS §
 §
 COUNTY OF At. Bend §

This instrument was acknowledged before me on this 6th day of September, 2019 by Matthew Whitman, authorized signatory for Southwestern Bell Telephone Company, a Delaware corporation on behalf of said corporation.

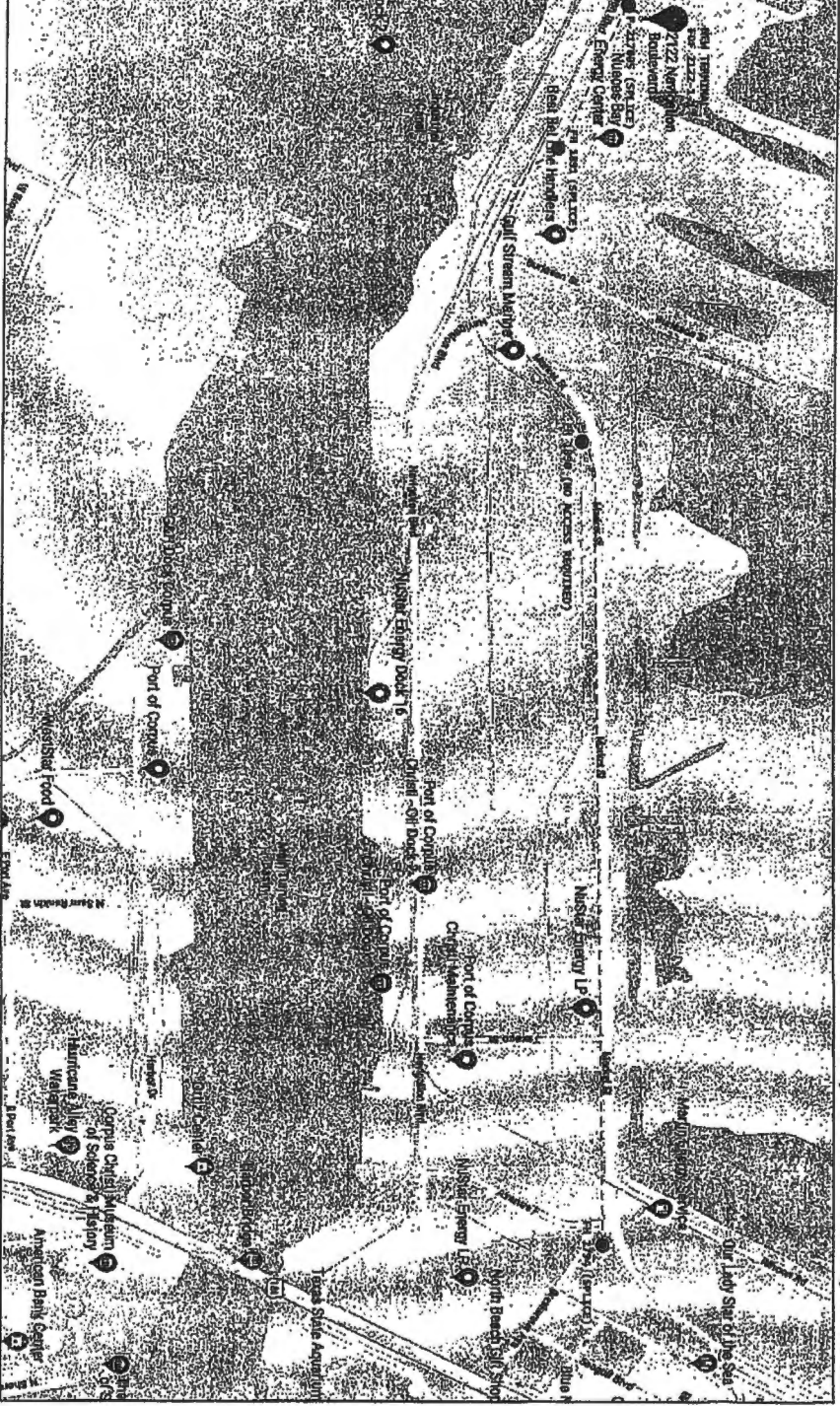
[Signature]

 NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 11/20/2022



ASE SITE ID: 886705
COMMON ID: NSN200452612
ATX-ADM GROMARK
2122 E NAVIGATION BLVD., CORPUS CHRISTI, TX 78402



LOCON CONTACT:
CHAD CHAMBERS
E-MAIL: CHAD.CHA
SECONDARY LOCON
E-MAIL: JOEL.SALZ
ON-SITE CONTACT
JOEL (361) 634-2616

DESIGNED BY PIVOTAL
ENGINEERING CONTACT
PIVOTAL ENGINEERING
PIVOTAL 1001 10TH STREET
PIVOTAL 78401

PROJECT #
A01NJCX
DA
3163
PRIMARY ENGR: JEFF
ENGR. ID: JJ0010
PHONE #: 71389899

OMITTED

2122 E Navigation Blvd

NOTE: ITEM 1 SHOWN AS CABLE FOR CONNECTIVITY ONLY. USE CORNING 24 PORT ITEM WITH 300 DIELECTRIC TAIL. OPENED 24-300-8-CPD-20000573. FORM AND EXCESS BLACK NEATLY AT P-227065.

ONLY - PLACE FINGER
ONLY - PLACE 1 FINGER
ONLY - PLACE STRIP
ONLY - PLACE FINGER

of 61 strands
to blue

OFF HOURS ONLY

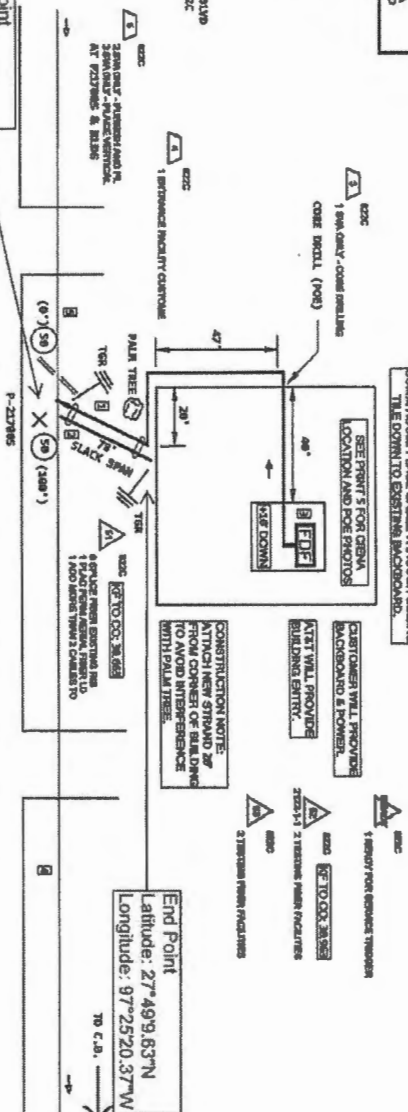
101 E NAVIGATION BLVD
1-300-NC (776) 2225
7-98

Latitude: 27°49'8.93"N
Longitude: 97°25'20.78"W

E NAVIGATION BLVD - JOE FULTON CORRIDOR

AVENUE F →

TO PRINT 3



22C 6001
72
-20 MC
-22 MC
-24 MC
CABLE
MC

Project Completion			
20963	22	1	8.675
			7/71

2C 4612
72
29 NC
22 NC
24 NC
(CANDOR T9013, 57-98) CANDOR A, 7-8
NC
NC
NC
NC

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Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

DESIGNED BY PIVOTAL ENGINEERING CONTRACT DAVID SALVENDY (508) 883-0581	
PROJECT #	D
ACTNJCVC	1
DA	GEO LOC
3163	XJ4882
PRIMARY ENGR: JEFFRIES,	
ENGR. ID: JUD010	PREP
PHONE #: 7138889874	

CHINA 39936 CLIL CREDIT/RYW	CUSTOMER CLIL CREDIT/RY
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LEAD CONTACT:
 CHAD CHAMBERS (353) 444-3453
 E-MAIL: CHAD.CHAMBERS@DIAL.COM
 SECONDARY LEAD (353) 434-3418
 E-MAIL: JOEL.SALZMAN@DIAL.COM

ON-SITE CONTACT: JOEL (353) 434-3418



2112 E Navigation Blvd

75'

End Point
Latitude: 27°49'8.63"N
Longitude: 97°25'20.37"W

Beginning Point
Latitude: 27°49'8.93"N
Longitude: 97°25'20.78"W

Navigation Blvd

© 2018 Google

Exhibit "B"
Insurance

Without limiting the indemnity obligations or liabilities of Grantee, or its insurers, provided herein, Grantee agrees at all times this Agreement is in effect to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum amounts and comply with the other requirements set forth below:

- (a) Property Insurance. Special form ("all risk") property insurance at Full Replacement Cost (hereinafter defined), covering Grantee's Property. Coverage shall include, the following: primary and excess flood, windstorm, named storm, earthquake, and debris removal, subject to customary sub-limits. The term "Full Replacement Cost" shall mean the actual replacement cost of Lessee's Property, including the cost of demolition and debris removal and without deduction for depreciation.
- (b) For all its employees engaged in performing work, Workers' Compensation coverage as required by the Texas Workers' Compensation Code, and Employer's Liability insurance with limits of at least \$1,000,000.00 each employee accident and disease, or such similar insurance which is in accordance with state and federal law applicable to said employees.
- (b) Commercial General Liability (CGL) coverage with 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 Workspace and completed operations.
- (c) Business Auto Liability coverage for all owned, hired, and non-owned vehicles, with a policy limit of \$1,000,000 (Combined Single Limit.)
- (d) Umbrella liability coverage limits of not less than \$5,000,000.00 over and above the underlying primary coverage limits stated in subsections (a), (b) and (c) of this Section.
- (e) Pollution Legal Liability including cleanup and defense costs for premises and operations including pollution of any body of water with limits of not less than \$5,000,000.00 per occurrence.
- (f) Railroad Protective Liability Insurance with limits of not less than \$1,000,000 per Occurrence and Aggregate limits not less than \$2,000,000. Railroad Protective Liability is required unless the Commercial General Liability Policy contains language which deletes the exclusion within 50 feet of rail. ****Required if work is being conducted within 50 ft. of rail.*

The minimum insurance protection amounts set forth in the Policies shall be increased from time to time upon request by 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 describing the Policies, which certificates must be reasonably acceptable, in their form and content, to Authority. Each of the Policies will (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.

Grantee shall deliver to Authority renewal certificates of insurance upon renewal of policies.

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".

If Company elects to self-insure or to maintain insurance required herein subject to deductibles and/or retentions, Authority and Company shall maintain all rights and obligations between themselves as if Company maintained the insurance with a commercial insurer including any additional insured status, primary liability, waivers of rights of recovery/subrogation, other insurance clauses, and any other extensions of coverage required herein. Company shall pay from its assets the costs, expenses, damages, claims, losses and liabilities, including reasonable attorney's fees and necessary litigation expenses at least to the extent that an insurance company would have been obligated to pay those amounts if Company had maintained the insurance pursuant to this Section.

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

Waiver of Subrogation. Grantee agrees that all insurance policies required herein shall include full Waivers of Subrogation in favor of Authority.



DATE: September 17, 2019

TO: Port Commission

FROM: Sam Esquivel, Director of Real Estate Services
Sam@pocca.com
(361) 885-6140

Approve an Easement and Right of Way Agreement with Southwestern Bell Telephone Company, a Delaware Corporation for Fiber Optic Service to Best Bet Line Handlers, Inc., located on the North Side of Corpus Christi Turning Basin, Nueces County, Texas

SUMMARY: Southwestern Bell Telephone Company (SWB) representatives are requesting an Easement and Right of Way agreement (Agreement) to provide fiber optic service to Best Bet Line Handlers, Inc., located on the north side of Corpus Christi Turning Basin, as depicted in the attached memo exhibit. The project includes installation of one forty-eight count fiber optic communications line and associated two-inch conduit and all other necessary appurtenances. The two-inch conduit will be installed with four feet minimum cover below the surface of the ground with two pull boxes located at the west and east end of the line. The term of the easement is 30 years. Upon SWB's cessation of the easement area, or abandonment of the same for a period of twelve consecutive months, the easements and rights of way shall automatically cease and terminate, and the rights granted shall revert automatically to the PCCA.

BACKGROUND: On November 10, 2009 Best Bet Line Handlers, Inc., (Best Bet) and the Port of Corpus Christi Authority (PCCA) entered into a Lease Agreement for the purpose of line handling, diving, crew boats, and supplying barge services to PCCA users and stakeholders. This Agreement will grant SWB the right to install fiber optic service to Best Bet.

ALTERNATIVES: Do not approve.

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

EMERGENCY: N/A

FINANCIAL IMPACT: Southwestern Bell Telephone Company shall pay a \$1,500 administrative fee for the term of this easement.

STAFF RECOMMENDATION: Staff recommends approval of the Easement and Right of Way Agreement with SWB.

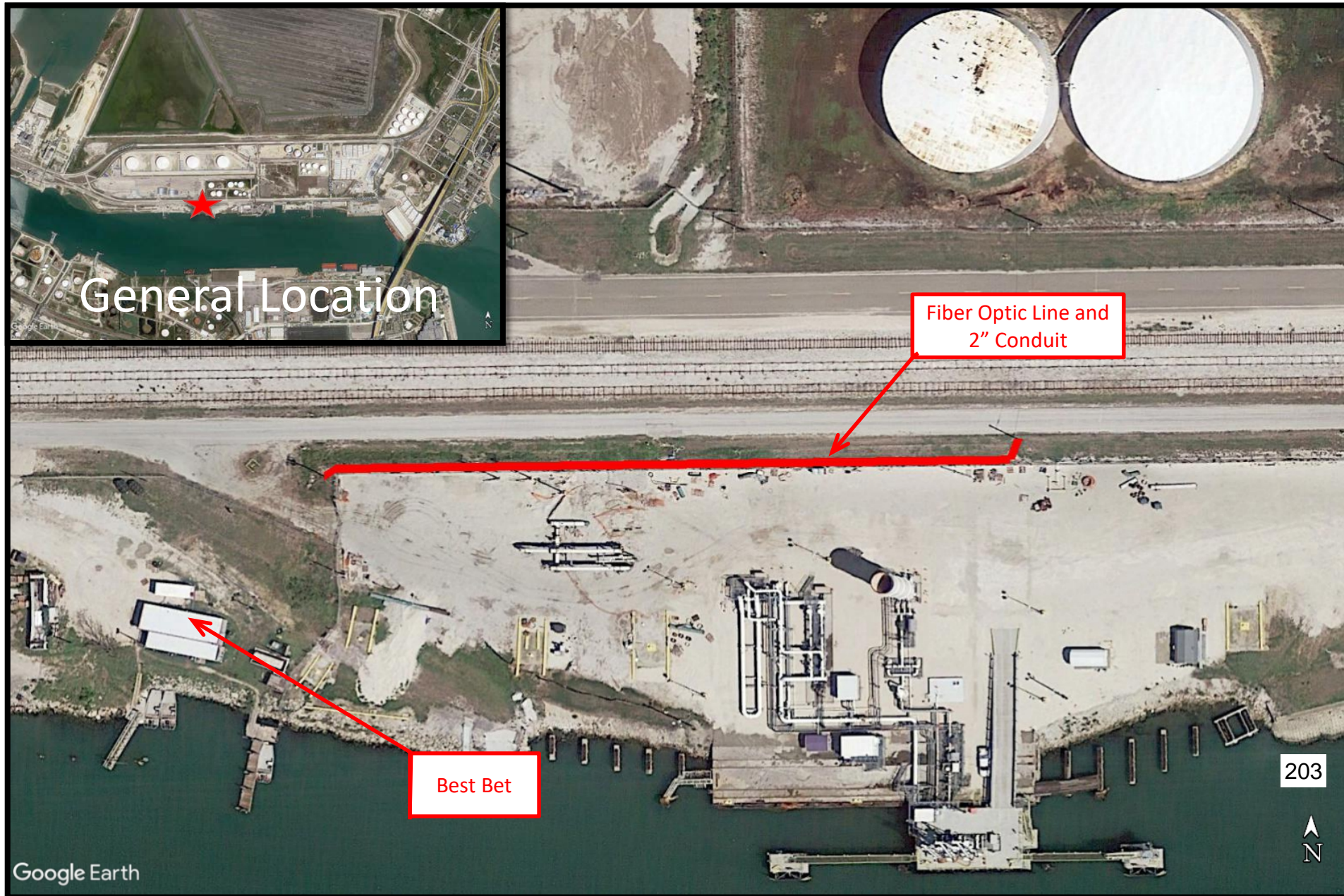
DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate
Reviewed & Approved	Sam Esquivel Kent Britton
Engineering	Louis Klusmeyer
Senior Staff	Sean Strawbridge

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Easement Summary
Easement and Right of Way Agreement

Approve an Easement and Right of Way Agreement with Southwestern Bell Telephone Company, a Delaware Corporation for Fiber Optic Service to Best Bet Line Handlers, Inc., located on the North Side of Corpus Christi Turning Basin, Nueces County, Texas



**PORT OF CORPUS CHRISTI AUTHORITY
EASEMENT AND RIGHT OF WAY AGREEMENT SUMMARY**

Grantee: Southwestern Bell Telephone Company

Easement Location: As depicted in the attached map.

Use: Provide fiber optic service to the Archer-Daniels-Midland Company, located on the north side of Corpus Christi Turning Basin

Options: None

Start Date: 9/17/2019

End Date: 9/16/2049

Fee: Southwestern Bell Telephone Company shall pay a \$1,500 administrative fee for the term of this easement.

Tenant Contact:

If to Grantee: Southwestern Bell Telephone Company
14575 Presidio Square, Rm 145
Houston, TX 77082
Attn: Manager – Engineering Right of Way

With a copy to: Southwestern Bell Telephone Company
5208 S. Akard 30th Floor
Dallas, Texas 75202
Attn: General Attorney - Network

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 **SOUTHWESTERN BELL TELEPHONE COMPANY a Delaware corporation** (hereinafter, together with its successor and assigns, called "Grantee"), an non-exclusive easement and right-of-way (hereinafter called the "Easement") over, across and upon the property described in and depicted on Exhibit "A" attached hereto for the purpose of constructing, operating, reconstructing, replacing, upgrading, inspecting, repairing, maintaining, and removing one forty-eight (48) count fiber optic communications line and associated two-inch (2") conduit and all other necessary or desirable appurtenances (the "Fiber Optic Line").

The initial Easement width will be as indicated on Exhibit "A", however, such Easement width shall expire and revert to the exterior dimensions of the conduit laid upon the date the initial construction of the Fiber Optic Line is completed and is operational, or 12 months from the date of this Easement and Right -of Way Agreement, whichever occurs earlier.

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 Fiber Optic Line shall be one forty-eight (48) count fiber optic communication lines and associated two-inch (2") conduit and other appurtenances as deemed appropriate by Grantee. Grantee shall install the Fiber Optic Line depicted as black broken lines on Exhibit "A". In the event construction is not completed within one (1) year from the date hereof, this Agreement and the Easement shall terminate, unless the period for completion of construction is extended, in writing, beyond one (1) year by the Authority's Chief Executive Officer. The Fiber Optic Line shall be buried and maintained so that the top for any segment thereof shall be at least four feet (4 ft.) minimum cover below the surface of the ground. Any damage or disruption of other fiber service or other utilities will be corrected immediately at the Grantee's cost and to the satisfaction of the Grantor.

B. Fee. For the term of this Easement, Grantee shall pay to Grantor an administrative fee of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) in advance.

C. 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 contact and 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. In addition, Grantee shall notify Authority in writing, by contacting and informing Authority's Manager of Rail Operations, at P.O. Box 1541, Corpus Christi, Texas, 78403, not less than fourteen (14) days in advance of Grantee's intent to conduct any Fiber Optic Line Easement related construction, operation, or maintenance activities within one hundred feet (100 ft.) of any railroad.

D. Construction, Maintenance and Use. Grantee shall construct and maintain the Fiber Optic 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 Fiber Optic Line or any modification thereof an as-built drawing of the location of the Fiber Optic 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.

E. 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.

F. 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.

G. 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.

H. Relocation. The Authority may require Grantee to remove, lower, raise, or relocate the Fiber Optic 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 Fiber Optic 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.

I. 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.

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

K. 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: Chief Executive Officer
222 Power Street
P.O. Box 1541
Corpus Christi, Texas 78403
Fax: (361) 881-5155

If to Grantee: Southwestern Bell Telephone Company
14575 Presidio Square, Rm 145
Houston, TX 77082
Attn: Manager – Engineering Right of Way

With a copy to: Southwestern Bell Telephone Company
5208 S. Akard 30th Floor
Dallas, Texas 75202
Attn: General Attorney - Network

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.

L. 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.

M. 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.

N. 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.

O. Termination. The Easement herein granted shall terminate if Grantee shall fail to complete the construction of the Fiber Optic Line within one (1) year from the date hereof, or at any time during the term hereof abandon the use of the same for the purposes herein granted for twelve (12) consecutive months. In addition to the immediate sentence above, this Easement Agreement and all of Grantee's interest hereunder, at the option of Grantor, shall forthwith terminate upon breach by Grantee of any of the covenants or conditions hereof and the failure of Grantee to remedy the same within ninety (90) days after written notice from the Grantor to do so. However, if such breach cannot be reasonably remedied within ninety (90) days, this Easement Agreement and Grantee's interest hereunder shall not terminate if Grantee furnishes Grantor a plan, reasonably acceptable to Grantor, for remedying such breach as expeditiously as reasonably possible and thereafter diligently and continuously prosecutes reasonable and prudent corrective measures to completion in accordance with such plan. Grantee agrees it will within one hundred twenty (120) days after the termination of this Easement Agreement remove the Fiber Optic Line including all facilities relating to the Easement and shall restore Grantor's lands in the Easement to the condition in which same existed prior to the existence of the Fiber Optic Line. In the event Grantee fails to so remove the Fiber Optic Line, Grantor may either declare the termination of Grantee's interest in the Fiber Optic Line and all of Grantee's interest therein shall thereupon terminate, or the Grantor may cause the Fiber Optic Line, or any part thereof at Grantor's election, to be removed and the lands of the Grantor restored at the cost of Grantee.

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 _____, 2019.

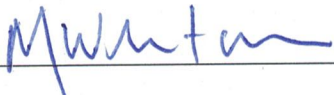
GRANTOR:

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

By: _____
Sean C. Strawbridge
Chief Executive Officer

GRANTEE:

SOUTHWESTERN BELL TELEPHONE COMPANY
a Delaware corporation

By: 

Name: Matthew Whitman

Title: Authorized Signatory

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ day of _____, 2019, by Sean C. Strawbridge, Chief Executive Officer of Port of Corpus Christi Authority of Nueces County, Texas, on behalf of the Port.

NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

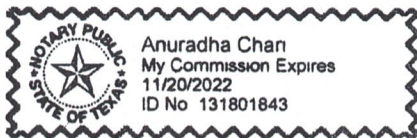
THE STATE OF TEXAS §
 §
COUNTY OF Ft. Bend §

This instrument was acknowledged before me on this 6th day of September, 2019 by Matthew Whitman, authorized signatory for Southwestern Bell Telephone Company, a Delaware corporation on behalf of said corporation.



NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 11/20/2022



NOTE:
THE LOCATIONS OF RIGHT-OF WAYS, PROPERTY LINES
AND ALL UNDERGROUND UTILITIES AS SHOWN ON THESE
DRAWINGS ARE FROM EXISTING RECORDS.
FIELD VERIFICATION SHOULD BE UNDERTAKEN WHERE
APPROPRIATE PRIOR TO CONSTRUCTION.

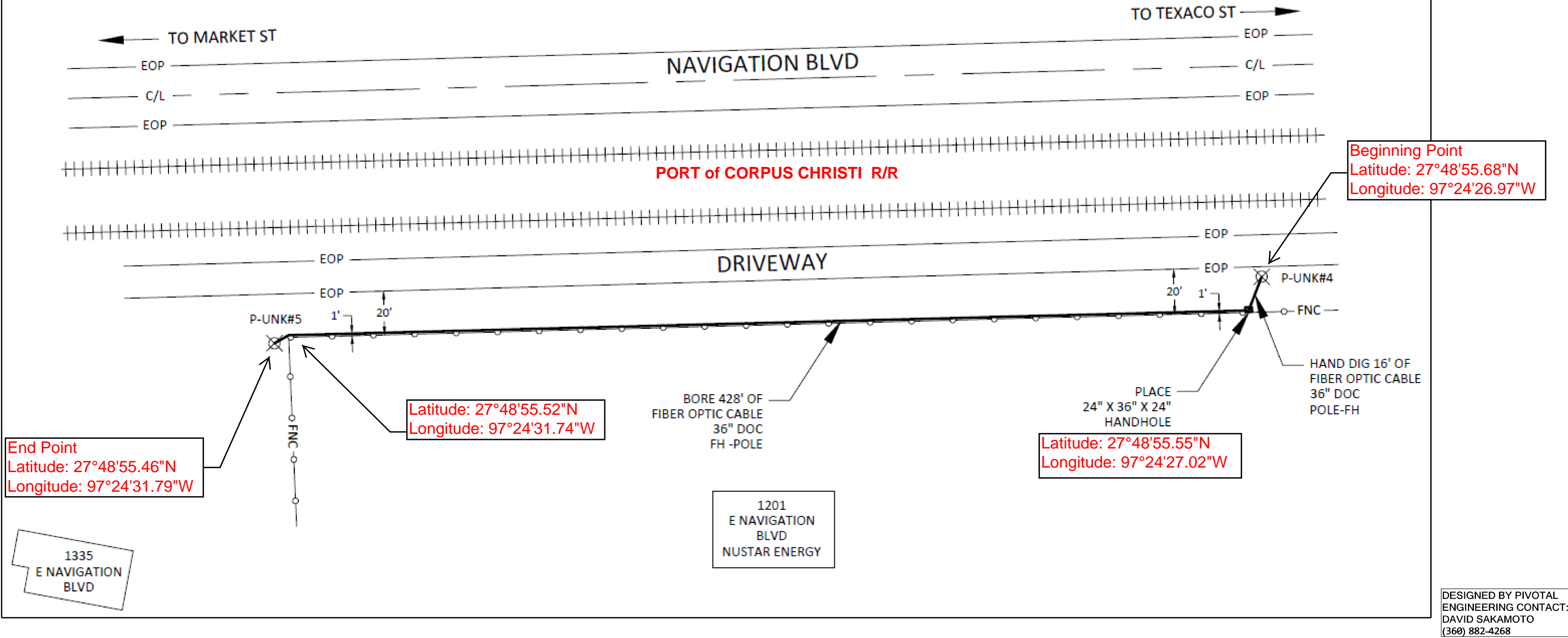


Exhibit A

4

PROJECT # A01MQXS		DATE SVC REQ'D 11/08/2019	
DA 3128	GEO LOC XJ4882	CLLI CRCHTXTU	
PRIMARY ENGR.: JEFFRIES, JOHN C 214			
ENGR. ID: JJ0010		PERMIT REQ'D.	Y
PHONE #: 7138889874		PRINT 5	OF 5

Exhibit "B"
Insurance

Without limiting the indemnity obligations or liabilities of Grantee, or its insurers, provided herein, Grantee agrees at all times this Agreement is in effect to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum amounts and comply with the other requirements set forth below:

- (a) Property Insurance. Special form ("all risk") property insurance at Full Replacement Cost (hereinafter defined), covering Grantee's Property. Coverage shall include, the following: primary and excess flood, windstorm, named storm, earthquake, and debris removal, subject to customary sub-limits. The term "Full Replacement Cost" shall mean the actual replacement cost of Lessee's Property, including the cost of demolition and debris removal and without deduction for depreciation.
- (b) For all its employees engaged in performing work, Workers' Compensation coverage as required by the Texas Workers' Compensation Code, and Employer's Liability insurance with limits of at least \$1,000,000.00 each employee accident and disease, or such similar insurance which is in accordance with state and federal law applicable to said employees.
- (b) Commercial General Liability (CGL) coverage with 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 Workspace and completed operations.
- (c) Business Auto Liability coverage for all owned, hired, and non-owned vehicles, with a policy limit of \$1,000,000 (Combined Single Limit.)
- (d) Umbrella liability coverage limits of not less than \$5,000,000.00 over and above the underlying primary coverage limits stated in subsections (a), (b) and (c) of this Section.
- (e) Pollution Legal Liability including cleanup and defense costs for premises and operations including pollution of any body of water with limits of not less than \$5,000,000.00 per occurrence.
- (f) Railroad Protective Liability Insurance with limits of not less than \$1,000,000 per Occurrence and Aggregate limits not less than \$2,000,000. Railroad Protective Liability is required unless the Commercial General Liability Policy contains language which deletes the exclusion within 50 feet of rail. ****Required if work is being conducted within 50 ft. of rail.*

The minimum insurance protection amounts set forth in the Policies shall be increased from time to time upon request by 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 describing the Policies, which certificates must be reasonably acceptable, in their form and content, to Authority. Each of the Policies will (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.

Grantee shall deliver to Authority renewal certificates of insurance upon renewal of policies.

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".

If Company elects to self-insure or to maintain insurance required herein subject to deductibles and/or retentions, Authority and Company shall maintain all rights and obligations between themselves as if Company maintained the insurance with a commercial insurer including any additional insured status, primary liability, waivers of rights of recovery/subrogation, other insurance clauses, and any other extensions of coverage required herein. Company shall pay from its assets the costs, expenses, damages, claims, losses and liabilities, including reasonable attorney's fees and necessary litigation expenses at least to the extent that an insurance company would have been obligated to pay those amounts if Company had maintained the insurance pursuant to this Section.

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

Waiver of Subrogation. Grantee agrees that all insurance policies required herein shall include full Waivers of Subrogation in favor of Authority.



DATE: September 17, 2019

TO: Port Commission

FROM: Sam Esquivel, Director of Real Estate Services
Sam@pocca.com
(361) 885-6140

Approve an Easement and Right of Way Agreement with Southwestern Bell Telephone Company, a Delaware Corporation for Fiber Optic Service to Heldenfels Enterprises, Inc., located East of Public Oil Dock 6 on the South Side of Corpus Christi Ship Channel, Nueces County, Texas

SUMMARY: Southwestern Bell Telephone Company (SWB) representatives are requesting an easement and right of way agreement to provide fiber optic service to Heldenfels Enterprises, Inc., located east of public oil dock 6 on the south side of Corpus Christi Ship Channel, Nueces County, Texas, as depicted on the attached memo exhibit. The project includes installation of a one forty-eight count fiber optic communications line to AEP poles in an existing right of way. The term of the easement is 30 years. Upon SWB's cessation of the easement area, or abandonment of the same for a period of twelve consecutive months, the easements and rights of way shall automatically cease and terminate, and the rights granted shall revert automatically to the PCCA.

BACKGROUND: Heldenfels Enterprises, Inc. leases property on the south side of the Inner Harbor from Fordyce Co. Heldenfels operates a yard for the manufacturing of precast/prestressed concrete structures and specializes in the installation of such concrete structures. This easement and right of way agreement will grant AT&T the right to install fiber optic service to Heldenfels.

ALTERNATIVES: Do not approve.

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

EMERGENCY: N/A

FINANCIAL IMPACT: Southwestern Bell Telephone Company shall pay a \$1,500 administrative fee for the term of this easement.

STAFF RECOMMENDATION: Staff recommends approval of the Easement and Right of Way Agreement with Southwestern Bell Telephone Company.

DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate
Reviewed & Approved	Sam Esquivel Kent Britton
Engineering	Louis Klusmeyer
Senior Staff	Sean Strawbridge

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Easement Summary
Easement and Right of Way Agreement

Approve an Easement and Right of Way Agreement with Southwestern Bell Telephone Company, a Delaware Corporation for Fiber Optic Service to Heldenfels Enterprises, Inc., located East of Public Oil Dock 6 on the South Side of Corpus Christi Ship Channel, Nueces County, Texas



**PORT OF CORPUS CHRISTI AUTHORITY
EASEMENT AND RIGHT OF WAY AGREEMENT SUMMARY**

Grantee: Southwestern Bell Telephone Company

Easement Location: As depicted in the attached map.

Use: Provide fiber optic service to the Archer-Daniels-Midland Company, located East of Public Oil Dock 6 on the South Side of Corpus Christi Ship Channel

Options: None

Start Date: 9/17/2019

End Date: 9/16/2049

Fee: Southwestern Bell Telephone Company shall pay a \$1,500 administrative fee for the term of this easement.

Tenant Contact:

If to Grantee: Southwestern Bell Telephone Company
14575 Presidio Square, Rm 145
Houston, TX 77082
Attn: Manager – Engineering Right of Way

With a copy to: Southwestern Bell Telephone Company
5208 S. Akard 30th Floor
Dallas, Texas 75202
Attn: General Attorney - Network

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 **SOUTHWESTERN BELL TELEPHONE COMPANY a Delaware corporation** (hereinafter, together with its successor and assigns, called "Grantee"), an non-exclusive easement and right-of-way (hereinafter called the "Easement") over, across and upon the property described in and depicted on Exhibit "A" attached hereto for the purpose of constructing, operating, reconstructing, replacing, upgrading, inspecting, repairing, maintaining, and removing one forty-eight (48) count fiber optic communications line and all other necessary or desirable appurtenances (the "Fiber Optic Line").

The initial Easement width will be as indicated on Exhibit "A", however, such Easement width shall expire and revert to the exterior dimensions of the conduit laid upon the date the initial construction of the Fiber Optic Line is completed and is operational, or 12 months from the date of this Easement and Right -of Way Agreement, whichever occurs earlier.

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 Fiber Optic Line shall be one forty-eight (48) count fiber optic communication lines and other appurtenances as deemed appropriate by Grantee. Grantee will only install guy wires between an existing AEP pole and an existing AEP guy wire, in no event will Grantee install guy wires on poles without an existing AEP guy wire already installed. Grantee shall install the Fiber Optic Line as depicted on Exhibit "A". In the event construction is not completed within one (1) year from the date hereof, this Agreement and the Easement shall terminate, unless the period for completion of construction is extended, in writing, beyond one (1) year by the Authority's Chief Executive Officer. Any damage or disruption of other fiber service or other utilities will be corrected immediately at the Grantee's cost and to the satisfaction of the Grantor.

B. Fee. For the term of this Easement, Grantee shall pay to Grantor an administrative fee of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) in advance.

C. 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 contact and 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. In addition, Grantee shall notify Authority in writing, by contacting and informing Authority's Manager of Rail Operations, at P.O. Box 1541, Corpus Christi, Texas, 78403, not less than fourteen (14) days in advance of Grantee's intent to conduct any Fiber Optic Line Easement related construction, operation, or maintenance activities within one hundred feet (100 ft.) of any railroad.

D. Construction, Maintenance and Use. Grantee shall construct and maintain the Fiber Optic 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 Fiber Optic Line or any modification thereof an as-built drawing of the location of the Fiber Optic 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.

E. 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.

F. 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.

G. 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.

H. Relocation. The Authority may require Grantee to remove, lower, raise, or relocate the Fiber Optic 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 Fiber Optic 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.

I. 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.

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

K. 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: Chief Executive Officer
222 Power Street
P.O. Box 1541
Corpus Christi, Texas 78403
Fax: (361) 881-5155

If to Grantee: Southwestern Bell Telephone Company
14575 Presidio Square, Rm 145
Houston, TX 77082
Attn: Manager – Engineering Right of Way

With a copy to: Southwestern Bell Telephone Company
5208 S. Akard 30th Floor
Dallas, Texas 75202
Attn: General Attorney - Network

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.

L. 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.

M. 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.

N. 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.

O. Termination. The Easement herein granted shall terminate if Grantee shall fail to complete the construction of the Fiber Optic Line within one (1) year from the date hereof, or at any time during the term hereof abandon the use of the same for the purposes herein granted for twelve (12) consecutive months. In addition to the immediate sentence above, this Easement Agreement and all of Grantee's interest hereunder, at the option of Grantor, shall forthwith terminate upon breach by Grantee of any of the covenants or conditions hereof and the failure of Grantee to remedy the same within ninety (90) days after written notice from the Grantor to do so. However, if such breach cannot be reasonably remedied within ninety (90) days, this Easement Agreement and Grantee's interest hereunder shall not terminate if Grantee furnishes Grantor a plan, reasonably acceptable to Grantor, for remedying such breach as expeditiously as reasonably possible and thereafter diligently and continuously prosecutes reasonable and prudent corrective measures to completion in accordance with such plan. Grantee agrees it will within one hundred twenty (120) days after the termination of this Easement Agreement remove the Fiber Optic Line including all facilities relating to the Easement and shall restore Grantor's lands in the Easement to the condition in which same existed prior to the existence of the Fiber Optic Line. In the event Grantee fails to so remove the Fiber Optic Line, Grantor may either declare the termination of Grantee's interest in the Fiber Optic Line and all of Grantee's interest therein shall thereupon terminate, or the Grantor may cause the Fiber Optic Line, or any part thereof at Grantor's election, to be removed and the lands of the Grantor restored at the cost of Grantee.

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 _____, 2019.

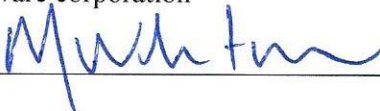
GRANTOR:

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

By: _____
Sean C. Strawbridge
Chief Executive Officer

GRANTEE:

SOUTHWESTERN BELL TELEPHONE COMPANY
a Delaware corporation

By: 

Name: Matthew Whitman

Title: Authorized Signatory

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

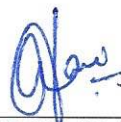
This instrument was acknowledged before me on the _____ day of _____, 2019, by Sean C. Strawbridge, Chief Executive Officer of Port of Corpus Christi Authority of Nueces County, Texas, on behalf of the Port.

NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

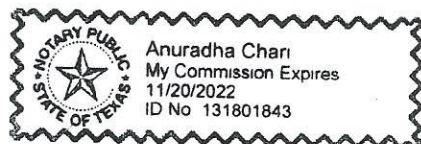
THE STATE OF TEXAS §
 §
COUNTY OF Ft. Bend §

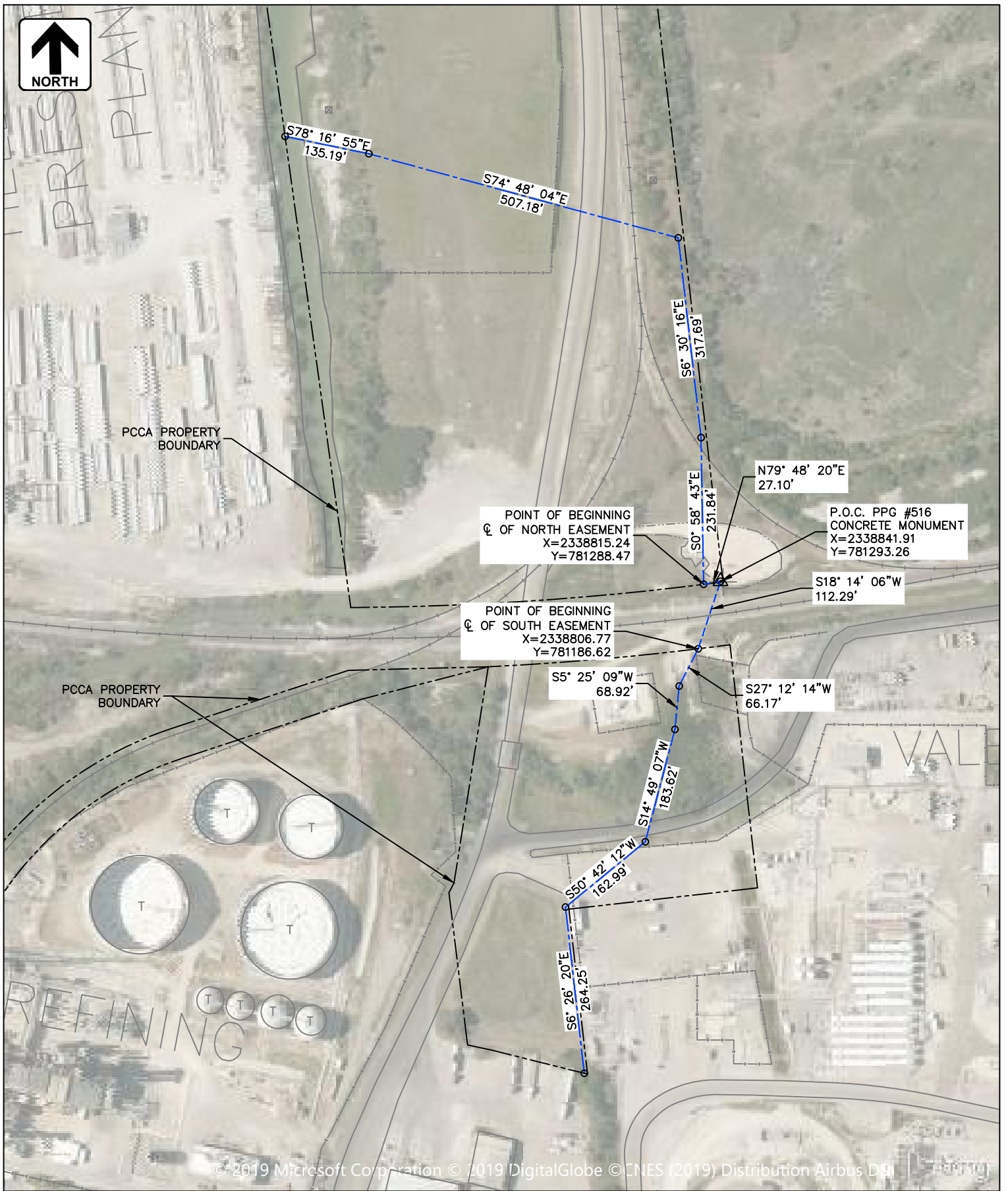
This instrument was acknowledged before me on this 11th day of September, 2019 by Matthew Whitman, authorized signatory for Southwestern Bell Telephone Company, a Delaware corporation on behalf of said corporation.



NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 11/20/2022





© 2019 Microsoft Corporation © 2019 DigitalGlobe © CNES (2019) Distribution Airbus DS

h:\ben vasquez\drawings & exhibits\lease files\att\att easement to heldenfelds.dwg

COORDINATES SHOWN ARE
STATE PLANE GRID NAD'27
TEXAS SOUTH ZONE FIPS 4205.

THIS DOCUMENT WAS PREPARED
AS A DRAFT EXHIBIT
UNDER THE AUTHORITY OF
THE PORT OF CORPUS CHRISTI
ON 9/11/19.
IT IS NOT TO BE USED FOR
CONSTRUCTION, BIDDING,
OR PERMITTING PURPOSES.



PORT **CORPUS CHRISTI**

PORT OF CORPUS CHRISTI AUTHORITY

230

SWB EASEMENT TO
HELDENFELDS

SCALE:
DWN. BY: GRAPHIC
BLV

EXHIBIT A

DATE: 2019/09/11
TIME: 17:04:27

SCALE
0 100' 200'

Exhibit "B"
Insurance

Without limiting the indemnity obligations or liabilities of Grantee, or its insurers, provided herein, Grantee agrees at all times this Agreement is in effect to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum amounts and comply with the other requirements set forth below:

- (a) Property Insurance. Special form ("all risk") property insurance at Full Replacement Cost (hereinafter defined), covering Grantee's Property. Coverage shall include, the following: primary and excess flood, windstorm, named storm, earthquake, and debris removal, subject to customary sub-limits. The term "Full Replacement Cost" shall mean the actual replacement cost of Lessee's Property, including the cost of demolition and debris removal and without deduction for depreciation.
- (b) For all its employees engaged in performing work, Workers' Compensation coverage as required by the Texas Workers' Compensation Code, and Employer's Liability insurance with limits of at least \$1,000,000.00 each employee accident and disease, or such similar insurance which is in accordance with state and federal law applicable to said employees.
- (b) Commercial General Liability (CGL) coverage with 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 Workspace and completed operations.
- (c) Business Auto Liability coverage for all owned, hired, and non-owned vehicles, with a policy limit of \$1,000,000 (Combined Single Limit.)
- (d) Umbrella liability coverage limits of not less than \$5,000,000.00 over and above the underlying primary coverage limits stated in subsections (a), (b) and (c) of this Section.
- (e) Pollution Legal Liability including cleanup and defense costs for premises and operations including pollution of any body of water with limits of not less than \$5,000,000.00 per occurrence.
- (f) Railroad Protective Liability Insurance with limits of not less than \$1,000,000 per Occurrence and Aggregate limits not less than \$2,000,000. Railroad Protective Liability is required unless the Commercial General Liability Policy contains language which deletes the exclusion within 50 feet of rail. ****Required if work is being conducted within 50 ft. of rail.*

The minimum insurance protection amounts set forth in the Policies shall be increased from time to time upon request by 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 describing the Policies, which certificates must be reasonably acceptable, in their form and content, to Authority. Each of the Policies will (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.

Grantee shall deliver to Authority renewal certificates of insurance upon renewal of policies.

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".

If Company elects to self-insure or to maintain insurance required herein subject to deductibles and/or retentions, Authority and Company shall maintain all rights and obligations between themselves as if Company maintained the insurance with a commercial insurer including any additional insured status, primary liability, waivers of rights of recovery/subrogation, other insurance clauses, and any other extensions of coverage required herein. Company shall pay from its assets the costs, expenses, damages, claims, losses and liabilities, including reasonable attorney's fees and necessary litigation expenses at least to the extent that an insurance company would have been obligated to pay those amounts if Company had maintained the insurance pursuant to this Section.

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

Waiver of Subrogation. Grantee agrees that all insurance policies required herein shall include full Waivers of Subrogation in favor of Authority.

DATE: September 17, 2019

TO: Port Commission

FROM: Sam Esquivel, Director of Real Estate Services
Sam@pocca.com
(361) 885-6140

Approve a Pipeline Easement with NuStar Logistics, L.P. for Three 8-inch Pipelines Connecting to a Pipeline Manifold and One 8-inch Pipeline Connecting to the Loading Arm at Oil Dock 2 Located on the North Side of the Corpus Christi Turning Basin, Nueces County, Texas.

SUMMARY: NuStar Logistics, L.P. (NuStar) is requesting a pipeline easement for three 8-inch pipelines connecting to a pipeline manifold and one 8-inch pipeline connecting to a loading arm at Oil Dock 2, as depicted on the attached exhibit. The easement grants NuStar the right to construct, lay, operate, maintain, repair, replace and remove pipelines connecting to Oil Dock 2. The Easement will be granted for a 30-year term and the pipeline fee will adjust on a 10-year basis.

BACKGROUND: On April 4, 1988 the Port of Corpus Christi Authority and Sigmor Pipeline Company entered into a letter agreement to construct, maintain, operate, replace and repair three 8-inch pipelines connecting to a pipeline manifold and one 8-inch pipeline connecting to the loading arm at Oil Dock 2, with all necessary fittings and appliances for the transportation of oil gas and other petrochemical substances suitable for pipeline transportation. On March 14, 2000, Sigmor assigned various agreements including the letter agreement to Shamrock Logistics Operations, LP (Shamrock). Subsequently, on January 8, 2002 Shamrock changed its name to Valero Logistics Operations, LP (Valero). On April 7, 2007, Valero changed its name to NuStar Logistics, LP the current operator of the pipelines. The letter agreement has expired and is being granted on PCCA's easement template.

ALTERNATIVES: None. Pipelines are in current operation and if not approved NuStar will cease delivery to OD 2.

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

EMERGENCY: N/A

FINANCIAL IMPACT: The fee for the first 10-year period will be \$71,130.00. For each succeeding 10-year period during the term of the easement, the fees will be subject to an adjustment based on the PCCA's then current fee schedule at the time of adjustment.

STAFF RECOMMENDATION: Staff recommends approval of the pipeline easement with NuStar Logistics, L.P.

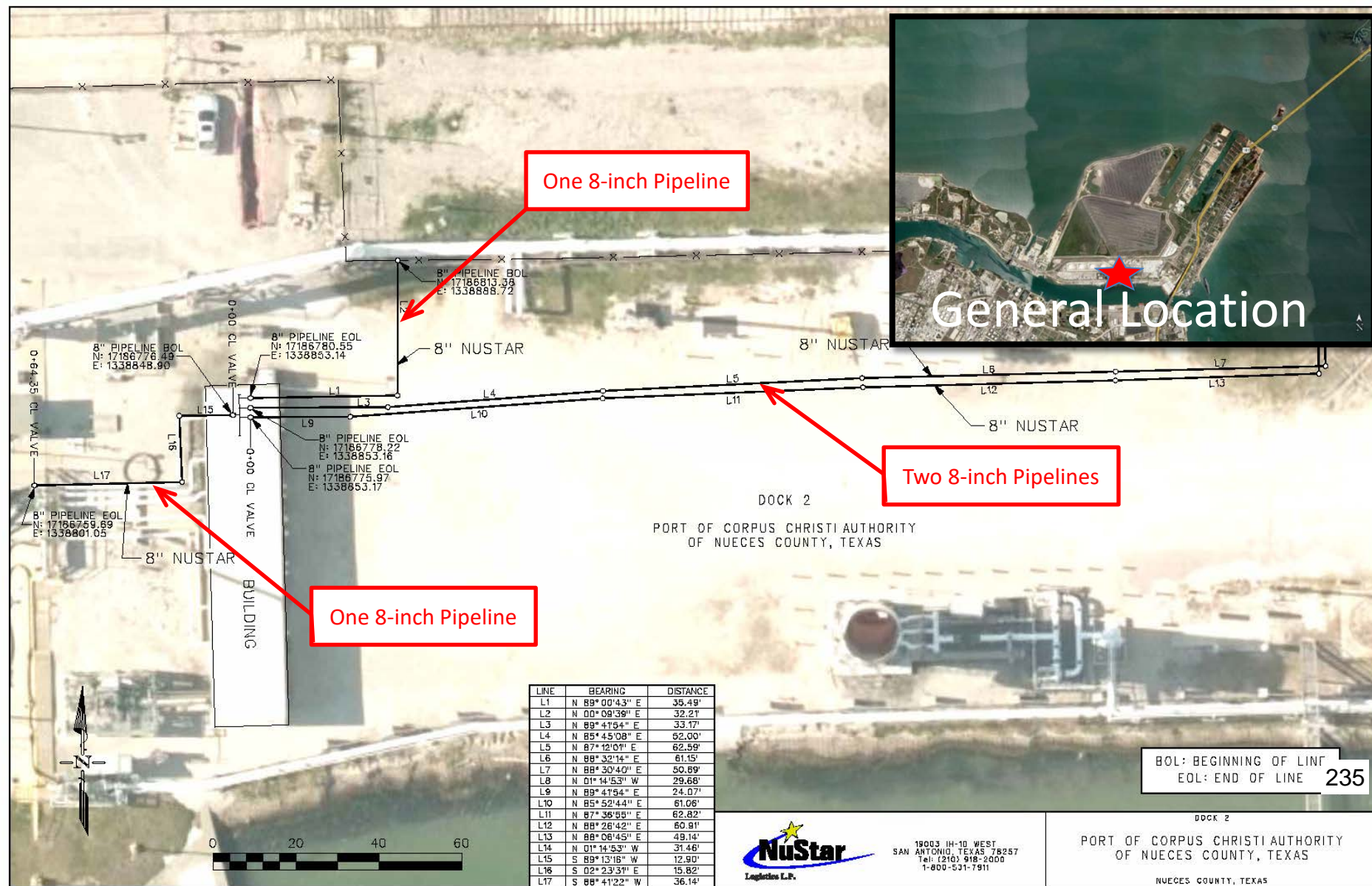
DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate
Reviewed & Approved	Sam Esquivel Kent Britton
Legal	Bruce Hawn
Senior Staff	Sean Strawbridge

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Easement Summary
Easement

Approve a Pipeline Easement with NuStar Logistics, L.P. for Three 8-inch Pipelines Connecting to a Pipeline Manifold and One 8-inch Pipeline Connecting to the Loading Arm at Oil Dock 2, Located on the North Side of the Corpus Christi Turning Basin, Nueces County, Texas.



**PORT OF CORPUS CHRISTI AUTHORITY
EASEMENT SUMMARY**

Grantee: NuStar Logistics, L.P.

Easement Location: As depicted in the attached map.

Use: three 8-inch pipelines connecting to a pipeline manifold and one 8-inch pipeline connecting to the loading arm at Oil Dock 2

Term: 30 years

Options: None

Start Date: 9/17/2019

End Date: 9/16/2049

Fee: The fee for the first 10-year period will be \$71,130.00.

Adjustment of Fee: For each succeeding 10-year period during the term of the easement, the fees will be subject to an adjustment based on the PCCA's then current fee schedule at the time of adjustment.

Tenant Contact: NuStar Logistics, L.P.
19003 IH-10 West
San Antonio, Texas

PIPELINE 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 **NUSTAR LOGISTICS, L.P.**, a Delaware limited partnership, whose principal address is 19003 IH-10 West San Antonio, Texas 78257 (hereinafter called "Grantee"), a non-exclusive right-of-way and easement (the "Easement") on and through the Authority's land located in Nueces County, Texas, for the purpose of constructing, laying, operating, maintaining, repairing, replacing and removing three (3) underground pipelines (collectively the "Underground Pipelines") together with one above ground pipeline, each pipeline being eight inches (8") in nominal outside diameter and one (1) above ground pipeline connecting the three underground pipelines to the loading arm on Authority's Oil Dock 2 (the "Loading Arm Pipeline") for the transportation and loading of refined products, including but not limited to, mixed xylene, diisocyanate toluene, nitration grade toluene, ultra-low-sulfur diesel ("ULSD"), unleaded gasoline blendstock, distillates and gasoline blendstocks (collectively, "the "Authorized Pipeline Products") upon, over and across the Easement hereby granted. The Underground Pipelines and the Loading Arm Pipeline shall hereinafter be collectively referred to as the "Pipelines" No above ground or below ground appurtenances are allowed except for pipeline markers and existing valves located in the valve building depicted in Exhibit "A". The Pipelines and the Pipeline Appurtenances shall hereinafter be collectively referred to as the "Pipeline Facilities"). The Easement hereby conveyed is limited to the exterior dimensions of the Pipeline Facilities as they currently exist. The Easement is more particularly described and depicted in Exhibit "A" attached hereto.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, the rights and privileges hereby conveyed for thirty (30) years beginning on the 17th day of September, 2019, and ending at midnight on the 16th day of September, 2049, 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. For the first ten (10) years of the term of this Pipeline Easement (the "Agreement"), Grantee will pay to the Authority a fee in the amount of Seventy-One Thousand One Hundred Thirty and 00/100 Dollars (\$71,130.00) in advance.

For each pipeline authorized to be installed in the Easement, the fee for years eleven (11) through twenty (20) of this Agreement shall be due on the tenth (10th) anniversary date of this Agreement and will be calculated using the ten-year rate set forth in the Authority's then current and applicable pipeline and utility easement fee schedule for pipelines having the same outside diameter.

The fee for each pipeline for years twenty-one (21) through thirty (30) of this Agreement will be due on the twentieth (20th) anniversary of this Agreement and will be likewise be calculated using the ten-year rate set forth in the Authority's then current and applicable pipeline and utility easement fee schedule for pipelines having the same outside diameter. For purposes of the above calculations, the fee for each fiber optic line authorized by this Agreement, if any, will be calculated in the same manner as a pipeline having the same outside diameter of each fiber optic line or if laid in conduit for a pipeline with the same outside diameter as the conduit used for each fiber optic line.

The consideration initially paid by Grantee upon execution and delivery of this Easement is solely for the grant of the Easement and does not include any installation damages due to the fact that the Pipeline Facilities were previously installed pursuant to a now expired pipeline easement. With respect to other damages, Grantee shall pay to Authority and to Authority's tenants, if any, all damages to real or personal property, whether such property is located inside or outside the boundaries of the Easement, which arise out of Grantee's construction, operation, repair, maintenance of the Pipeline Facilities or any other operations of Grantee hereunder.

1. Other Damages:

With respect to all other damages, Grantee shall pay to Grantor or to Grantor's tenants, from time to time, all damages to Grantor, caused by Grantee or its employees, agents or contractors, including but not limited to damages to docks, roads, and improvements, inside or outside the Easement now in existence or hereafter constructed caused by the construction, operation, repair, maintenance of the Pipeline Facilities or any other operations of Grantee hereunder.

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

3. Construction, Maintenance and Use.

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

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

All backfill placed in the Easement must be compacted so as to prevent settlement or erosion. Grantee shall bury and maintain the Pipeline at a depth of not less than 4 feet below the surface of the ground or to such deeper depth as may be reasonably required as a result of the presence on, or construction on, or adjacent to, the areas within the Easement of any road, pipeline, or pole line. Grantee agrees to bore under all navigable channels and rail crossings to a depth set by Authority's Director of Engineering Services. In refilling any hole or ditch, Grantee must compact the subsoil to ninety-five percent (95%) of original compaction. After any construction, repair or removal, Grantee shall compact, loosen, or otherwise condition the topsoil to the degree of compaction of non-disturbed topsoil so that there will be no settling or compaction of soil and so that the land disturbed will be the same level as the surrounding lands which will maintain drainage previous to such work and prevent erosion.

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

Grantee will restore the Easement and any Post Construction Work Space disturbed by Grantee's operations to pre-project elevations and contours and, if requested by Authority, will seed and/or vegetate all such area disturbed by Grantee's construction, operation, maintenance, repair or removal of the Pipeline Facilities. Grantee shall seed and/or vegetate the Easement and Post

Construction Work Space to promote restoration of the pre-project percent vegetative coverage using perennial grass seed or transplant material as per the seasonal recommendations of the Nueces County Agriculture Extension Service, or with either Common Bermuda grass or other locally adapted perennial grass (if Authority so elects).

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

If, during, or after, completion of construction of the Pipeline Facilities, the contamination is coming from the Pipeline Facilities, then Grantee will immediately take all steps necessary to shut down the Pipeline Facilities in the Easement from which the contamination is coming, repair or replace the Pipeline Facilities, and restore the Easement and Authority's adjacent lands to the condition they were in prior to the discovery of the contamination. If the contamination is not coming from a pipeline or pipelines in the Easement, then Grantee and Authority shall cooperate to determine the source of the contamination and advise the appropriate State and Federal agencies of the occurrence.

Grantee's use of the Easement and Post Construction Work Space herein granted and its operations in relation thereto will at all times comply with all applicable laws, statutes, rules and regulations of federal, state and local government. Grantee's use of the Easement and Post Construction Work Space may not unreasonably interfere with existing easement rights of any owner of an easement in, on, over, under or across any lands owned by the Authority and which are crossed or are overlapped in whole or in part by the Easement. Grantee agrees to obtain all applicable environmental permits necessary to conduct the work, and provide a copy of said permits to Authority. Grantee agrees to construct and maintain the Pipeline Facilities in accordance with existing permits or permit applications related to the easement and in accordance with all applicable state and federal environmental rules and regulations.

Prior to commencement of construction of the Pipeline Facilities, Grantee will furnish Authority with a detailed set of plans for the construction of the Pipeline Facilities (the "Plans") for the Authority's approval, which approval shall not be unreasonably withheld. The Plans must be prepared in a standard engineering format and must be signed and sealed by a Professional Engineer registered in the State of Texas. The Plans for any Pipeline Facilities shall show the pipe grade, wall thickness and coating of the pipe to be constructed and shall depict the location and the depth at which such Pipeline Facilities will be installed within the Pipeline Easement. The Plans shall also depict all surface sites and any surface features, including but not limited to, drainage ditches, culverts, roads, fixtures, appurtenances, pipelines or containment levees in the vicinity of the Pipeline Easement that may be affected by the construction activity during installation or maintenance of the Pipeline Facilities. The Plans shall be submitted to Authority's Director of Engineering, who may require reasonable modifications to the Plans before approving them. Additionally, prior to the installation of the Pipeline Facilities within the Pipeline Easement, Grantee shall furnish Authority's Director of Engineering "issued-for-construction" drawings for the Pipeline.

Grantee as a condition precedent to Grantee's right to enter upon and otherwise access the Easement for construction purposes, shall furnish Authority all "issued for construction drawings" provided to its construction contractors for the construction of the Pipeline Facilities, as well as, any subsequent revisions thereto applicable to the Easement (the "Issued for Construction Drawings"). 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 Pipeline Facilities in the Easement, Grantee shall provide an as-built drawing depicting and describing (by metes and bounds) the as-built location of the Pipeline Facilities including identification of other underground utilities encountered during the construction and any utility conflicts encountered during the construction of the Pipeline Facilities.

Grantee shall be responsible for coordination of its construction activities and use of the Easement and any Post Construction Work Space with any other, existing or future users and easement holders in or near the 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 Authority, all restoration work at Grantee's expense. Authority shall be promptly notified in writing of the results of all tests of any such restoration work.

4. Reservations and Exceptions. The Easement herein granted and authorization to utilize any Post Construction Work Space shall be subject to the terms and conditions of any and all easements heretofore granted by Authority to other parties which is either of record in Nueces County, San Patricio County, referenced in a memorandum of easement recorded in Nueces or 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 Easement, and to grant other rights of use, leases and easements above, below and on the surface of the Easement, provided that such grants shall not materially interfere with the rights granted herein.

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

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

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

6. Insurance. Without limiting the indemnity obligations or liabilities of Grantee, or its insurers, provided herein, Grantee agrees at all times this Agreement is in effect to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum amounts and comply with the other requirements set forth in Exhibit "B" attached hereto and incorporated herein by reference.

7. 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.

8. Termination. This Agreement and all rights to use and occupy the Easement shall terminate if the Pipeline(s) ceases to be used for the transmission of **Authorized Pipeline Products**, collectively, for a period of forty-eight (48) months period during the term of this Agreement or if Grantee shall at any time expressly abandon this Easement for the use of the same for the purposes herein granted. This Agreement and all of Grantee's interest hereunder, at the option of Authority, shall forthwith terminate upon breach by Grantee of any of the conditions hereof and the failure of Grantee to remedy the same within ninety (90) days after Grantee's receipt of written notice from the Authority so to do. Grantee agrees it will within ninety (90) days after the termination of this

Agreement remove the Pipeline Facilities existing in the Easement and restore the land in the Easement and in any Post Construction Workspace utilized to remove the Pipeline Facilities to substantially the same condition in which same existed prior to the existence of the Pipeline Facilities. In the event Grantee fails to remove the Pipeline Facilities within the above-described time period, Authority may either declare the termination of Grantee's interest in the Pipeline Facilities and all of Grantee's interest therein shall thereupon terminate, or the Authority may cause the Pipeline Facilities, or any part thereof, to be removed and disposed of, and the lands of the Authority restored, all at the cost of Grantee. In the event of a breach of the requirements of Section 10 ("Compliance with Authority Security Requirements"), this Agreement and all of Grantee's interest hereunder, at the option of Authority, shall forthwith terminate in the event Grantee fails to remedy the same within ten (10) days after Grantee's receipt of written notice from the Authority of such breach.

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

10. Compliance with Authority Security Requirements. Grantee, its employees, agents, representatives and subcontractors shall at all times comply with all Authority mandated security requirements and regulations pertaining to the Easement and any Post Construction Work Space locations or access thereto, regardless of whether now existing or hereinafter imposed, pursuant to Authority's Tariffs (the "Security Measures"). Failure to comply with Authority's Security Measures will be grounds for terminating this Agreement as described in Section 8 above. Authority's Security Measures applicable to the Easement and right of way can be ascertained by contacting the Authority's Police Department.

11. Notice. 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:

NuStar Logistics, L.P.
Attn: Chief Operating Officer
P.O. Box 191
Kilgore, Texas 75663

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

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

14. 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.

15. Brush and Tree Disposal. All trees and brush cut shall be removed from the Easement and disposed of in a lawful manner.

16. No Warranty of Title. It is hereby agreed that no warranty of title, expressed or implied, including but not limited to the implied covenants set forth in section 5.023 of the Texas Property Code, is made by Authority by the execution of this instrument. **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).

17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one instrument.

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

WITNESS this _____ day of August 2019.

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

By: _____
Sean C. Strawbridge
Chief Executive Officer

"Authority"

NUSTAR LOGISTICS, L.P.

By: NuStar GP, Inc., its general partner

By: _____

Name: Mark A. Neider

Title: Senior Vice President

"Grantee"

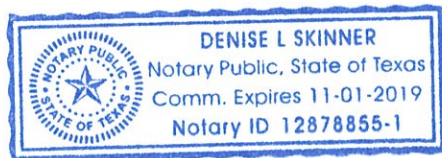
STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on the ____ day of August 2019, by Sean C. Strawbridge, Chief Executive Officer of Port of Corpus Christi Authority of Nueces County, Texas, on behalf of the Port.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF Bexar §

This instrument was acknowledged before me on the 11th day of September 2019, by Mark W. Trexler, Senior Vice President of NuStar GP, Inc., as general partner acting on behalf of NuStar Logistics, L.P.





NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"

LINE	BEARING	DISTANCE
L1	N 89° 00' 43" E	35.49'
L2	N 60° 03' 39" E	32.21'
L3	N 89° 41' 54" E	33.17'
L4	N 85° 45' 08" E	52.00'
L5	N 82° 01' E	62.59'
L6	N 88° 32' 14" E	61.15'
L7	N 88° 32' 14" E	50.69'
L8	N 01° 14' 53" W	29.66'
L9	N 89° 41' 54" E	24.07'
L10	N 85° 52' 44" E	61.06'
L11	N 87° 36' 55" E	62.82'
L12	N 88° 28' 42" E	49.14'
L13	N 88° 08' 45" E	31.46'
L14	N 01° 14' 53" W	12.90'
L15	S 89° 13' 16" W	15.82'
L16	S 02° 23' 31" E	36.14'
L17	S 88° 41' 22" W	36.14'

DOCK 2

19003 IH-10 WEST
SAN ANTONIO, TEXAS 78257
Tel: 210.915.7000
F: 210.331.7311

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

Exhibit "B"
(Insurance)

Without limiting the indemnity obligations or liabilities of Grantee, or its insurers, provided herein, Grantee agrees at all times this Agreement is in effect to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum amounts and comply with the other requirements set forth below:

(a) Property Insurance. Special form ("all risk") property insurance with no exclusions, except the standard printed exclusions, at Full Replacement Cost (hereinafter defined), covering Grantee's Property. Coverage shall include, without limitation, the following: primary and excess flood, windstorm, named storm, earthquake, and debris removal, subject to customary sub-limits. The term "Full Replacement Cost" shall mean the actual replacement cost of Grantee's Property, including the cost of demolition and debris removal and without deduction for depreciation.

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

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

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

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

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

(f) Railroad Protective Liability Insurance with limits of not less than \$1,000,000 per Occurrence and Aggregate limits not less than \$2,000,000. Railroad Protective Liability is required unless the Commercial General Liability Policy contains an endorsement which deletes the exclusion within 50 feet of rail. ***Required if work is being conducted within 50 ft. of rail.

The minimum insurance protection amounts set forth in the Policies shall be increased from time to time upon request by 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.

Grantee shall deliver to Authority certificates of insurance 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.

Waiver of Subrogation. Grantee agrees that all insurance policies required herein shall include full Waivers of Subrogation in favor of Authority. 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.

DATE: September 17, 2019

TO: Port Commission

FROM: Sam Esquivel, Director of Real Estate Services
Sam@pocca.com
(361) 885-6140

Approve an Easement and Right of Way Agreement with AEP Texas, Inc. for Two Secondary Poles and a New Utility Meter Located at the South East Corner of Congressman Solomon P. Ortiz International Center South Parking Lot, Nueces County, Texas.

SUMMARY: AEP Texas, Inc. (AEP) representatives are requesting an Easement and Right of Way Agreement (Agreement) for two secondary poles and a new utility meter located at the south east corner of Congressman Solomon P Ortiz International Center South Parking Lot (South Lot), Nueces County, Texas, as depicted on the attached memo exhibit. The project includes installation of two secondary poles for aerial electrical distribution line and a new utility meter. This distribution line will supply electrical service to the South Lot for evening illumination. Upon AEP's cessation of the easement area, or abandonment of the same for a period of twelve consecutive months, the easements and rights of way shall automatically cease and terminate, and the rights granted shall revert automatically to the PCCA.

BACKGROUND: On February 19, 2019 The Port of Corpus Christi Commissioners approved construction contract for improvements to the Congressman Solomon P. Ortiz International Center's South Lot. The project includes installing a 20-year service pavement section surfaced with hot mix asphalt concrete; improving drainage features to include curbs, gutters, inlets and swales; area lighting to include foundations, poles, luminaires, conduits, wiring and equipment; landscaping and irrigation features to provide aesthetic function and comply with City codes and ordinances; and providing ADA compliant pedestrian pathways and rail track crossings. The improved South Lot will provide an additional 152 parking spaces, increasing parking from 250 to 402 spaces. Due to the improvements to the South Lot, AEP will relocate existing infrastructure in the south east corner of the South Lot. This Agreement will grant AEP the right to install 2 secondary poles and a new utility meter to provide electrical service and lighting to the South Lot area.

ALTERNATIVES: None. Electrical service is required for the South Lot lighting fixtures

CONFORMITY TO PORT POLICY: This project is consistent with the PCCA Strategic Plan Goal to Provide facilities and services to meet customer needs.

EMERGENCY: No.

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

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

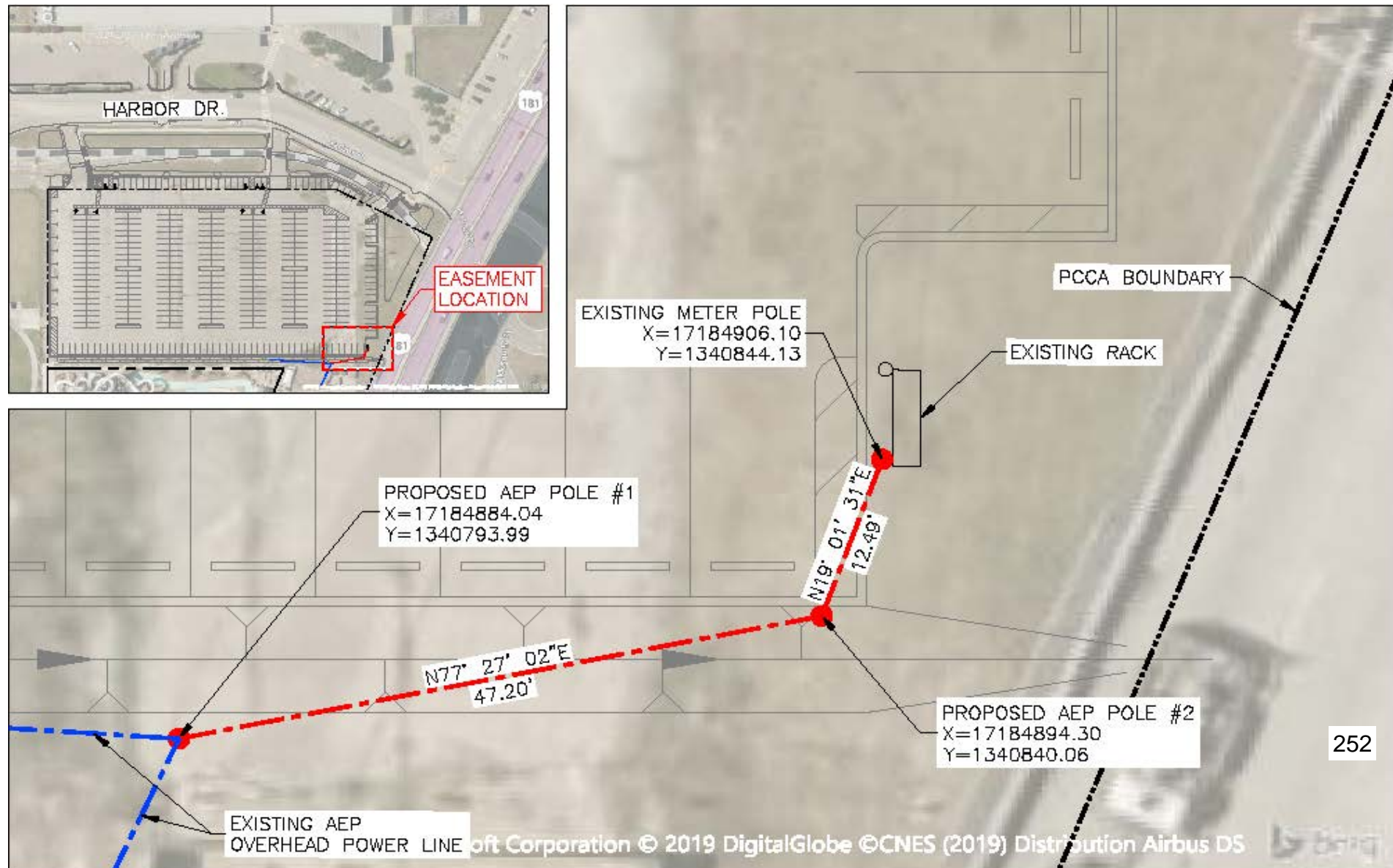
DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate
Reviewed & Approved	Sam Esquivel Kent Britton
Engineering	Eileen Elizondo
Senior Staff	Sean Strawbridge

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Easement and Right of Way Agreement
Easement Agreement Summary

Approve an Easement and Right of Way Agreement with AEP Texas, Inc. for Two Secondary Poles and a New Utility Meter Located at the South East Corner of Congressman Solomon P. Ortiz International Center South Parking Lot, Nueces County, Texas.



**PORT OF CORPUS CHRISTI AUTHORITY
EASEMENT AND RIGHT OF WAY AGREEMENT SUMMARY**

Grantee: AEP Texas Inc.

Easement Location: As depicted in the attached map.

Use: Install two secondary poles and a new utility meter located in the south east corner of the Ortiz Center South Parking Lot

Start Date: 9/17/2019

End Date: Upon AEP's cessation of the easement area, or abandonment of the same for a period of twelve consecutive months, the easements and rights of way shall automatically cease and terminate, and the rights granted shall revert automatically to the PCCA.

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

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

Remarks: This Agreement will grant AEP the right to install 2 secondary poles and a new utility meter to provide electrical service and lighting to the Ortiz Center South Parking Lot area. Upon AEP's cessation of the easement area, or abandonment of the same for a period of twelve consecutive months, the easements and rights of way shall automatically cease and terminate, and the rights granted shall revert automatically to the PCCA.

Town: Corpus Christi

Submitted by: RN

EASEMENT AND RIGHT OF WAY

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS ("Grantor"), for and in consideration of Ten & 00/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by **AEP TEXAS INC.**, a Delaware Corporation, whose address is P.O. Box 2121, Corpus Christi, Texas 78403 ("Grantee") the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors and assigns, a perpetual easement and right of way for electric distribution lines, consisting of poles made of wood, metal, or other materials, cross arms, static wires, guys, wire circuits, underground cables and conduits, communication circuits, metering equipment and all necessary or desirable appurtenances (including, but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon a portion of the following described land located in Nueces County, Texas, to wit:

SEE EXHIBIT "A" , ATTACHED AND MADE A PART HEREOF AND INCORPORATED HEREIN (the "EASEMENT AREA"); being out of 50 acres, more or less, being out of the J M Bargas Survey No. 21, Abstract 17 and the E Villareal Survey No. 142, Abstract 1, Nueces County, Texas, and being more particularly described in that certain Deed dated May 24, 1923 from W E Pope to Nueces County Navigation District Number One and recorded in Volume 146, Page 570, Deed Records of Nueces County, Texas.

Together with the right of ingress and egress over, under, across and upon the Easement Area and Grantor's adjacent land for the purpose of constructing, operating, reconstructing on poles or burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said lines, circuits, underground cables and conduits, poles, wires and appurtenances; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from the Easement Area all structures, obstructions, trees and parts thereof, using generally accepted vegetation management practices, (whether from the Easement Area or that could grow into the Easement Area) which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and/or maintenance of said lines, cables, conduits or appurtenances or ingress and egress to, from or along the Easement Area.

Grantor reserves the right to use the Easement Area subject to said Easement and Right of Way in any way that will not interfere with Grantee's exercise of the rights hereby granted. However, Grantor shall not construct or permit to be constructed any house or other above ground structure on or within the Easement Area containing Grantee's improvements without the express written consent of Grantee.

Upon Grantee's cessation of use of the Easement Area, or abandonment of same for a period of twelve (12) consecutive months, this Easement and Right of Way shall automatically cease and terminate, and the rights herein shall revert automatically to Grantor. Upon written request received from Grantor, within sixty (60) days of termination of this Easement, Grantee will file a document releasing the Easement and Right of Way in the Real Property Records of Nueces County, Texas.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns forever. Grantor binds itself, assigns, and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2019.

GRANTOR:

PORT OF CORPUS CHRISTI AUTHORITY

By: _____
Sean C. Strawbridge, Chief Executive Director

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF NUECES

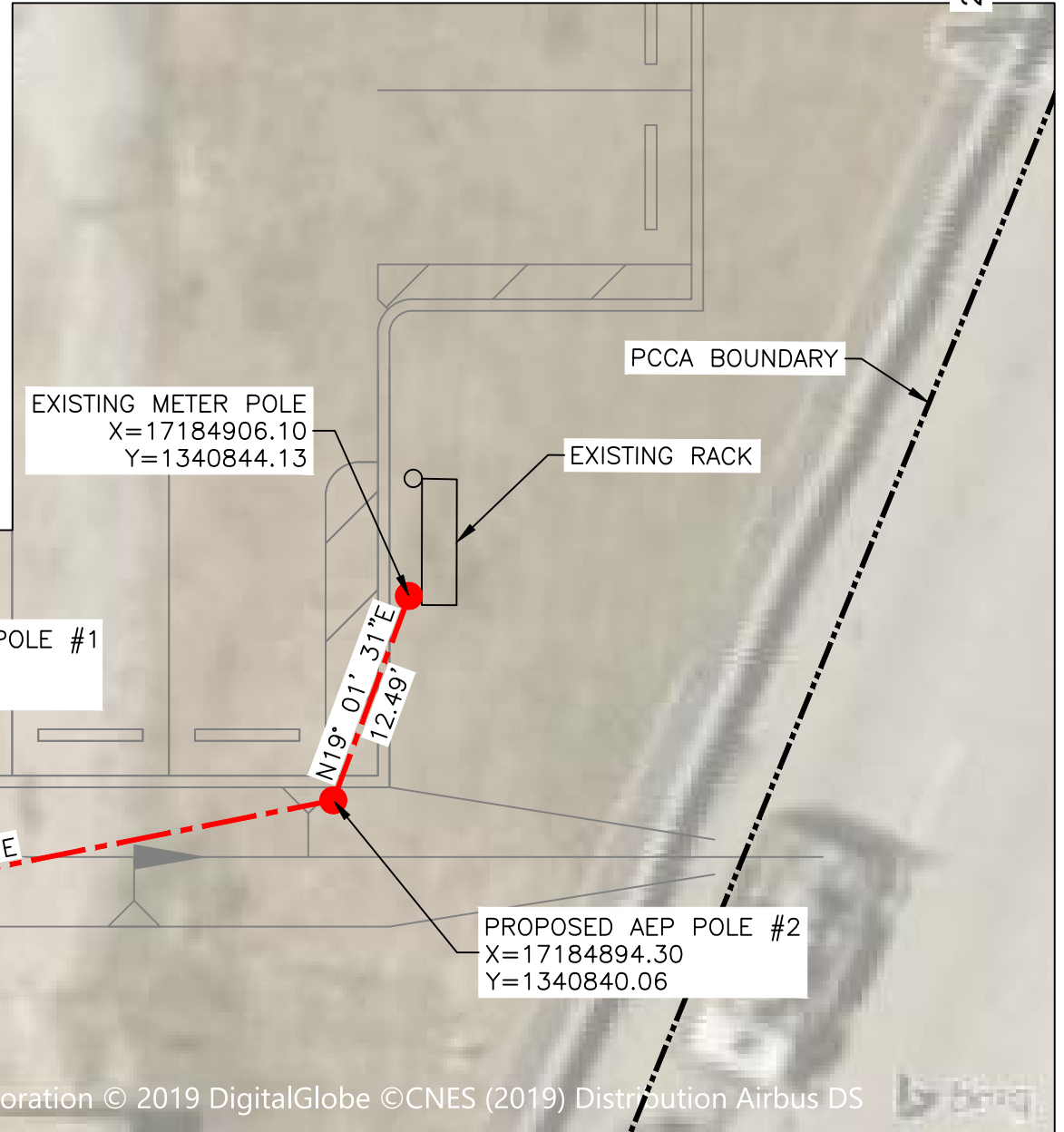
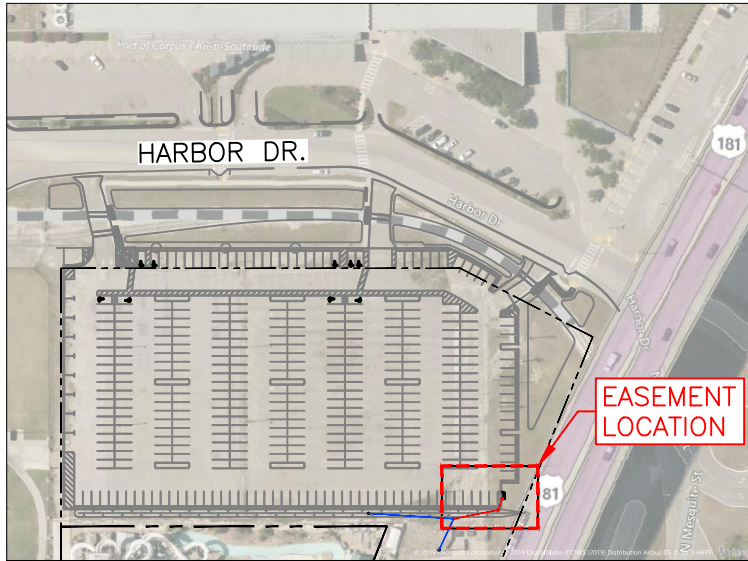
This instrument was acknowledged before me on this _____ day of _____, 2019, by Sean C. Strawbridge, Chief Executive Director of Port of Corpus Christi Authority of Nueces County, Texas, on behalf of the Port.

Notary Public, State of Texas

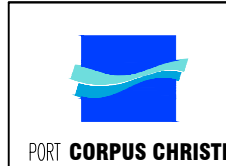
(Seal)

AFTER RECORDING, PLEASE RETURN TO:

AEP Texas Inc.
Distribution Right of Way 15th Floor
P O Box 2121
Corpus Christi, TX 78403



THIS DOCUMENT WAS PREPARED
AS A DRAFT EXHIBIT
UNDER THE AUTHORITY OF
THE PORT OF CORPUS CHRISTI
ON 9/4/19.
IT IS NOT TO BE USED FOR
CONSTRUCTION, BIDDING,
OR PERMITTING PURPOSES.



h:\ben vasquez\drawings & exhibits\lease files\apc easement ortiz center parking lot.dwg

PORT OF CORPUS CHRISTI AUTHORITY			
AEP EASEMENT ORTIZ CENTER PARKING LOT			
SCALE:	1:5	DATE	2019/09/04
DWN. BY:	BEN V	TIME	15:38:01
Q. OF 5' WIDE AEP EASEMENT			



DATE: September 17, 2019

TO: Port Commission

FROM: Danielle Hale, Manager of Emergency Management
dhale@pocca.com
(361) 885-6612

Approve an Interlocal Cooperation Agreement for Local Emergency Response Planning Specific to Extremely Hazardous Substances with Nueces County and the City of Corpus Christi for an annual amount of \$10,000.

SUMMARY: Staff is seeking Commission approval of an interlocal cooperation agreement for local emergency response planning to extremely hazardous substances with Nueces County and the City of Corpus Christi for an annual amount of \$10,000. The agreement continues the terms of the prior agreements renewed on a periodic basis since 1992.

BACKGROUND: On October 27, 1992, the Nueces County, the City of Corpus Christi, and PCCA entered into the first agreement for the purpose of providing for the administration of the Local Emergency Planning Committee for Nueces County. This Agreement continues the terms of the prior agreements to further implement the Federal Emergency Planning and Community Right-to-Know Act (Act), 42 U.S.C. 11001, et. seq.

On June 24, 1987, the State Emergency Response Commission, as required by 42 U.S.C. 11001(b) and (c), designated each county as an emergency planning district and authorized the county judges to appoint the members of the local emergency planning committee for their districts. The Nueces County Judge has designated the City's Fire Chief as Chairman of the City of Corpus Christi/Nueces County Local Emergency Planning Committee (LEPC). Section 11003(c)(3) of the Act, Comprehensive Emergency Response Plans, requires designation of a Community Emergency Coordinator. The LEPC Chairman has been designated as the Community Emergency Coordinator for this emergency planning district. The Community Emergency Coordinator makes the determinations necessary to administer and implement the local emergency response plan.

This Agreement (1) further facilitates implementation of the Act by creating an administrative position to assist the LEPC Chairman/Community Emergency Coordinator with extensive Federal compliance requirements; (2) identifies the leading role of the City as the Administrator for the LEPC; and (3) provides funding for training and administrative assistance to the LEPC.

ALTERNATIVES: Withdraw from agreement.

CONFORMITY TO PORT POLICY: This conforms to PCCA's procurement policy.

EMERGENCY: No.

FINANCIAL IMPACT: The amount of the interlocal cooperation agreement is \$10,000 annually for five years.

STAFF RECOMMENDATION: Staff recommends approval of the interlocal cooperation agreement for local emergency response planning to extremely hazardous substances with Nueces County and the City of Corpus Christi.

DEPARTMENTAL CLEARANCES:

Originating Department	Port Security
Reviewed & Approved	Danielle Hale, Manager of Emergency Management
Legal	Dane Bruun
Senior Staff	Tom Mylett
	Omar Garcia

LIST OF SUPPORTING DOCUMENTS:

Interlocal Cooperation Agreement for Local Emergency Response Planning Specific to Extremely Hazardous Substances

**INTERLOCAL COOPERATION AGREEMENT
FOR LOCAL EMERGENCY RESPONSE PLANNING
SPECIFIC TO EXTREMELY HAZARDOUS SUBSTANCES**

STATE OF TEXAS }
 }
COUNTY OF NUECES }

On October 27, 1992, the Nueces County (County), the City of Corpus Christi (City), and Port of Corpus Christi Authority (Port) entered into the first agreement for the purpose of providing for the administration of the Local Emergency Planning Committee for Nueces County.

This Agreement continues the terms of the prior agreements, and is made by and between the County, City, and Port, hereafter referred to collectively as the "Participants," to further implement the Federal Emergency Planning and Community Right-to-Know Act (Act), 42 U.S.C. 11001, et. seq.

On June 24, 1987, the State Emergency Response Commission (SERC), as required by 42 U.S.C. 11001(b) and (c), designated each county as an emergency planning district and authorized the county judges to appoint the members of the local emergency planning committee for their districts. The Nueces County Judge has designated the City's Fire Chief as Chairman of the City of Corpus Christi/Nueces County Local Emergency Planning Committee (LEPC). Section 11003(c)(3) of the Act, Comprehensive Emergency Response Plans, requires designation of a Community Emergency Coordinator. The LEPC Chairman has been designated as the Community Emergency Coordinator for this emergency planning district. The Community Emergency Coordinator, makes the determinations necessary to administer and implement the local emergency response plan.

This Agreement (1) further facilitates implementation of the Act by creating an administrative position to assist the LEPC Chairman/Community Emergency Coordinator with extensive Federal compliance requirements; (2) identifies the leading role of the City as the Administrator for the LEPC; and (3) provides funding for training and administrative assistance to the LEPC.

I. TEXAS DISASTER ACT

This Agreement is in harmony with the requirements of the Texas Disaster Act of 1975, Government Code, Sec. 418.107(b), which allows political subdivisions to make agreements for the purpose of organizing emergency management services, and allows the creation of local emergency management groups to meet broad emergency and disaster management challenges. While both the County and City have independent emergency management programs, which are designed to respond to a broad range of disasters, the LEPC provides a mechanism for the coordination of emergency management efforts responding to incidents involving hazardous materials. The LEPC supports, but does not supplant the efforts or authority of the City and County emergency management programs. The City and County have committed to cooperate and coordinate their emergency response efforts, including the operation of a unified emergency operation center.

II. PARTICIPANT FUNDING

The Participants agree to support activities of the LEPC for emergency response to extremely hazardous substances, with funds and in-kind contributions committed by each totaling at least the value of \$30,000.00 per year. The Port and County shall each contribute \$10,000.00 to the fund each year this Agreement is in effect. These monies shall be deposited with the LEPC Administrator (City) for each fiscal year, which year runs from October 1 through September 30, as shall be reflected in the LEPC by-laws. The City shall provide office space, telephone, utility, and all appurtenant services, including legal, to enable the Administrator and an Administrative Assistant to fulfill obligations of the Participants under State and Federal law.

III. CITY ADMINISTRATOR

The Participants further acknowledge that the City serves as Administrator of the LEPC for purposes of implementing the Federally mandated plan and required training under the Community Right-to-Know Act.

The City shall employ an Administrative Assistant to assist the LEPC Chairman/ Community Emergency Coordinator. The Administrative Assistant shall be a paid City employee, whose position shall be civilian managerial, funded as described in paragraph II, for so long as the City acts on behalf of the LEPC as Administrator. The Administrative Assistant shall also serve as the LEPC Information Coordinator.

Compensation for the Administrative Assistant may be further supplemented, as necessary, from anticipated voluntary contributions made by private industry members of the LEPC.

The City reserves the discretionary right to relinquish the position of Administrator upon thirty days' written notice to the County and the Port, and should the County Judge fail to reappoint the Fire Chief as LEPC Chairman/Community Emergency Coordinator, the City may, at its option, withdraw from this Agreement upon thirty days' notice to the County and the Port.

IV. FISCAL PROVISIONS

This Agreement is subject to the annual availability of current revenues by the local governments, who are parties to this Agreement.

The City shall keep accurate accounts of receipts and disbursements. All monies will be deposited in the name and to the credit of LEPC in an interest bearing account. The LEPC Chairman, or his designee, will approve all disbursements, taking proper vouchers for such disbursements. An account of all transactions and the financial condition of the LEPC shall be rendered at the regular LEPC meetings or whenever requested.

Although the LEPC fund shall be separate and custodial in nature, the annual LEPC budget drawn from such fund shall be approved by the City Council in the form of an appropriation.

V. ADMINISTRATIVE DECISIONS

Section 11003(c) of the Act provides that the Community Emergency Coordinator "shall make determinations necessary to implement the [local emergency response] plan." However, the Participants agree that any major policy or administrative decisions will be made jointly by the LEPC and Community Emergency Coordinator/LEPC Chairman.

VI. DURATION OF AGREEMENT AND RENEWAL

The term of this Agreement is five years, beginning on August 1, 2019. This Agreement shall be automatically extended for a subsequent year, unless any party gives written notice to the other Participants of its intent to withdraw from the agreement or requests an amendment to the agreement. A notice of withdrawal or request for amendments should be submitted before the first day of September.

Nueces County, Texas

By: _____
Barbara Canales, County Judge Date _____

APPROVED:

Laura Garza Jimenez, County Attorney

By: _____
Assistant County Attorney Date _____

Port of Corpus Christi Authority of Nueces County

By: _____
Sean Strawbridge, Chief Executive Officer Date _____

City of Corpus Christi

By: _____
Peter Zanoni, City Manager Date _____

ATTEST:

By: _____
Rebecca L. Huerta, City Secretary

APPROVED:

By: _____
Gabriel A. Rodriguez, Assistant City Attorney Date _____



DATE: September 17, 2019

TO: Port Commission

FROM: Tom Mylett
Director, Port Security
tom@pocca.com
(361) 885-6180

Approve Interlocal Agreement between Port of Corpus Christi Authority and Nueces County for police services on submerged lands.

SUMMARY: Staff has been engaged in discussions with Nueces County (County) about port security and the provision of safety and security of those submerged lands within the jurisdiction of PCCA, which are also inside the jurisdiction of the County, but outside the jurisdiction of any municipality. Through those discussions, staff has deemed it appropriate to seek Commission approval to enter into an Interlocal Agreement which provides for PCCA marine patrol division to patrol those areas of submerged lands which are otherwise, in most instances, inaccessible by land patrol to enhance public safety.

BACKGROUND: PCCA and the County have years of history of cooperating with each other, providing safety and security for people and infrastructure in their respective jurisdictional areas. This Interlocal Agreement will serve to engage PCCA police marine patrols in providing for the public good through incorporating those submerged land areas in their marine patrol area of responsibility. Through the execution of this Interlocal Agreement, County has agreed to pay a stipend of \$1,000 per month to PCCA for patrol and response services provided by PCCA Police Department. The Texas Government Code, Chapter 791, authorizes contracts between local governmental agencies to perform governmental functions and services such as fire and police services.

The Nueces County Commissioners Court held their scheduled Commissioners meeting on August 28, 2019 and during that meeting, voted to approve the Interlocal Agreement which has been included herein as Exhibit A.

ALTERNATIVES: Disapprove the entering into the Interlocal Agreement as provided for in Exhibit A.

CONFORMITY TO PORT POLICY: This project supports both Strategic Goal 1: Be a Good Business + Community Partner, and Strategic Goal 3: Provide Facilities + Services to Meet Customer Needs.

EMERGENCY: No

FINANCIAL IMPACT: This Interlocal Agreement will result in an additional annual \$12,000 in revenue which will be dedicated to a portion of the fuel, maintenance, and staffing of the marine patrols.

STAFF RECOMMENDATION: Staff recommends entering into the Interlocal Agreement with Nueces County for services stipulated within Exhibit A, the Interlocal Agreement.

DEPARTMENTAL CLEARANCES:

Originating Department	Port Security
Reviewed & Approved	Tom Mylett
Legal	Dane Bruun
Senior Staff	Sean Strawbridge Clark Robertson Kent Britton

Port Security Committee did not meet due to scheduling conflicts.

LIST OF SUPPORTING DOCUMENTS: Exhibit A, the Interlocal Agreement between the Port of Corpus Christi Authority and Nueces County.

INTERLOCAL AGREEMENT

BETWEEN THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS AND THE COUNTY OF NUECES

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

This Interlocal Agreement (the "**AGREEMENT**") is effective the 28th day of August, 2019, by and between the **Port of Corpus Christi Authority of Nueces County, Texas**, a political subdivision of the State of Texas ("**AUTHORITY**"), whose physical address is 222 Power Street, Corpus Christi, Texas 78403, and the **County of Nueces**, a political subdivision of the State of Texas ("**COUNTY**"), whose physical address is 901 Leopard Street, Corpus Christi, Texas 78401. **AUTHORITY** and **COUNTY** are sometimes referred to in this **AGREEMENT** as "**PARTIES**" and individually as a "**PARTY**".

RECITALS

WHEREAS, there are "**SUBMERGED LANDS**" in the **COUNTY** that are outside of the city limits of any municipality;

WHEREAS, these **SUBMERGED LANDS** are publicly accessible by way of the waters of the Nueces Bay, waters of the Corpus Christi Bay, waters of the Corpus Christi Ship Channel, waters of the La Quinta Ship Channel (and other waterways) – all in the **COUNTY**;

WHEREAS, there are piers, docks, wharfs, and similar improvements structurally supported by these **SUBMERGED LANDS** ("**IMPROVEMENTS**") in the **County of Nueces**;

WHEREAS, providing for the safety and security of these **SUBMERGED LANDS** and **IMPROVEMENTS** in the **County of Nueces** by way of police services ("**SERVICES**") is of the highest priority for the **AUTHORITY** and the **COUNTY**;

WHEREAS, public access to the **SUBMERGED LANDS** and **IMPROVEMENTS** from the nearby uplands is – in most instances – impossible or incredibly difficult;

WHEREAS, the **AUTHORITY** and the **COUNTY** have years of history of cooperating with each other for the purpose of providing **SERVICES** to the **SUBMERGED LANDS** and **IMPROVEMENTS** – both recognizing that **AUTHORITY** is better equipped to provide for **SERVICES** because of ready access to the

SUBMERGED LANDS and **IMPROVEMENTS** by water (and because access to the **SUBMERGED LANDS** and **IMPROVEMENTS** is impossible or incredibly difficult via nearby uplands);

WHEREAS, the **AUTHORITY** and the **COUNTY** now wish to formalize their long-standing, working relationship by this **INTERLOCAL AGREEMENT ("AGREEMENT")**;

WHEREAS, the Texas Attorney General in Opinion JC-0530 (2002) opined that based on the individual governmental entities authority to provide law enforcement services they could contract with each other to provide such services;

WHEREAS, pursuant to section 60.077 of the Texas Water Code **AUTHORITY** may employ peace officers that have the same powers as a deputy sheriff;

WHEREAS, Chapter 791, of the Texas Government Code, as amended, authorizes contracts between local governmental agencies to perform governmental functions and services such as fire and police services;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, this **AGREEMENT** is entered into by and between the **AUTHORITY** and **COUNTY**, and based on the consideration, undertakings and agreements recited herein, the receipt and sufficiency of which is hereby acknowledged, and the parties hereby agree as follows:

ARTICLE 1 AGREEMENTS

1.1 The **AUTHORITY** shall provide **SERVICES** for **SUBMERGED LANDS** and **IMPROVEMENTS** in the **COUNTY** and for the **COUNTY**.

1.2 As consideration for the **SERVICES** provided by **AUTHORITY** (as set forth in section 1.1, above), the **COUNTY** shall pay \$1000.00 per month.

ARTICLE 2 GENERAL PROVISIONS

2.1 **No Joint Enterprise.** This Agreement is not intended to and shall not create a joint enterprise between **AUTHORITY** and the **COUNTY**. The **PARTIES** are undertaking governmental functions under this Agreement and the purpose of the Agreement is solely to further the public good, rather than any pecuniary or proprietary purpose.

2.2 Agreement not for Benefit of Third Parties. This Agreement is made for the exclusive benefit of **AUTHORITY** and the **COUNTY** and not for the benefit of any third party or parties.

2.3 Governing Law and Venue. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Texas. Venue for this Agreement shall be only in Nueces County, Texas.

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

2.5 Amendments. No amendments, modifications or other changes to this **AGREEMENT** shall be valid or effective without the written consent of the **PARTIES**.

2.6 Termination. This **AGREEMENT** will commence on August 28, 2019 (the "**EFFECTIVE DATE**") and continue for an initial term of one (1) year, and thereafter renew automatically for subsequent one year terms. If **AUTHORITY** or **COUNTY** desire to terminate the **AGREEMENT** for convenience or any other reason, and at any time, then **AUTHORITY** or **COUNTY** shall provide thirty (30) days' notice of intent to terminate and this **AGREEMENT** shall then be automatically terminated on the thirty-first (31st) day.

2.7 Renegotiation. In case any one or more of the provisions hereof should be held to be illegal, invalid, or unenforceable in any respect, the **AUTHORITY** and **COUNTY** agree to make a good faith effort to renegotiate another agreement to fulfill the purpose and intent of the present **AGREEMENT**. In addition, if any provisions hereof should be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability will not affect any other provision of this **AGREEMENT** and this **AGREEMENT** will be construed as if such invalid, illegal or unenforceable provision had never been included in this **AGREEMENT**.

2.8 Immunity. It is expressly understood and agreed that nothing in this **AGREEMENT** waives or relinquishes the right of **AUTHORITY** or the **COUNTY** to claim any exceptions, privileges, or immunities as may be provided by law.

2.9 Civil Liability. **AUTHORITY** shall at all times be and remain legally responsible for the conduct of their respective employees regardless of whether

such employees were performing duties under this **AGREEMENT** at the request of **COUNTY**. This assignment of civil liability is specifically permitted by section 791.006(a-1) of the Texas Government Code ("Code") and is intended to be different than the liability otherwise assigned under section 791.006(a) of the Code. Each Party hereby waives all claims against the other Party for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this **AGREEMENT**.

2.10 Notices. All notices, demands or requests from the **COUNTY** to **AUTHORITY** shall be given to the Port of Corpus Christi Authority of Nueces County, Texas, Attention: Sean Strawbridge, Chief Executive Officer, P.O. Box 1541, Corpus Christi, Texas 78403, or at such other address as **AUTHORITY** shall request in writing. All notices, demands or requests from **AUTHORITY** to the **COUNTY** shall be given to the County of Nueces, Attention: Barbara Canales, County Judge, 901 Leopard Street, Corpus Christi, Texas 78401, or at such other address as the **COUNTY** shall request in writing.

2.11 Payments. Any payment made by either the **COUNTY** or **AUTHORITY** for any of the SERVICES provided pursuant to this **AGREEMENT** shall be made out of current revenues available to such **PARTY** as required by the Interlocal Cooperation Act. All funding obligations of the **COUNTY** or **AUTHORITY** under this **AGREEMENT** are subject to the appropriation of funds.

2.12 Interlocal Cooperation Act. This **AGREEMENT** is subject to the terms and provisions of the Texas Interlocal Cooperation Act, codified as Chapter 791 of the Texas Government Code. Each **PARTY** represents that this agreement has been duly passed and approved by its governing body, as required by the Texas Interlocal Cooperation Act.

IN WITNESS WHEREOF, the **PARTIES** have caused this **AGREEMENT** to be executed by duly authorized offices, each signature to be effective as of the **EFFECTIVE DATE**.

Effective this 28th day of August, 2019.

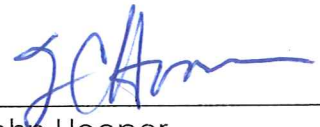
COUNTY OF NUECES


Barbara Canales
County Judge

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

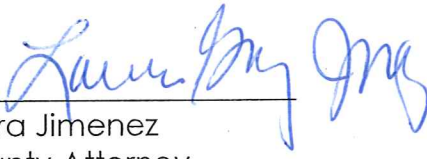
Sean C. Strawbridge
Chief Executive Officer

20190332-8/28



John Hooper
Sheriff

APPROVED AS TO FORM:



Laura Jimenez
County Attorney
for County of Nueces



DATE: September 19, 2019

TO: Port Commission

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

Approve New Environmental Tariff Items Under Tariff 100-A Including Item 678 (Green Marine Certification for New facilities) and Item 679 (Spill Prevention Measures for VLCC Loading and Unloading Operations).

SUMMARY: Staff recommends the Port Commission approve new environmental tariff items under Tariff 100-A including new tariff item 678 (Green Marine Certification for New Facilities) and new tariff item 679 (Spill Prevention Measures for VLCC Loading and Unloading Operations).

BACKGROUND: Environmental staff review environmental performance of operations within the Port on a regular basis against the Port Commission approved Environmental Policy. This review also includes planning for growth and future developments within the Port area. Additionally, the recently approved Strategic Plan 2023 identifies a strategic objective to “Establish minimum of one new standard port-wide (including users) on at least two environmental precepts per year”. The five precepts of the environmental policy are air quality, water quality, soils and sediments, habitat and wildlife, and environmental sustainability. These two proposed tariff items will establish the starting baseline for new terminal operations in the Port area responding to the crude oil export demand while setting a new standard under the water quality and environmental sustainability standard.

The attached proposed Tariff Item 678 (Green Marine Certification for New Facilities) creates a standard under the environmental sustainability precept that ensures sustainable development of port facilities. Green Marine Certification is a maritime certification program in which the applicant is committed to continuously reducing the environmental footprint of their operations. Accountability is achieved through third party verification and annual public benchmarking. Each program area has five levels of accomplishment that starts with ensuring the participant is first monitoring and aware of appropriate regulations, using best practices, creating a management plan and reducing the footprint, introducing new technology, and finally excelling in leadership at level 5.

The attached proposed Tariff Item 679 (Spill Prevention Measures for VLCC Loading and Unloading Operations) creates a standard under the water quality precept that maintains or improves the health of the coastal bend ecosystems. Environmental staff coordinated

with existing customers/terminals that are currently receiving VLCCs and identified that use of containment boom during cargo operations is already a common practice. Therefore, the proposed Tariff Item would make this voluntary practice a standard for all VLCC cargo operations in the Port. Environmental staff are also currently reviewing this item for broader application to other vessel classes.

ALTERNATIVES: Not applicable.

CONFORMITY TO PORT POLICY: This conforms to the Port's Strategic Plan 2023, Strategic Goal 4, to Be an Environmental Leader and Strategic Goal 2, to Be a Good Business + Community Partner.

EMERGENCY: Not applicable.

FINANCIAL IMPACT: There are not any direct financial impacts to the Port with the approval of these tariff items. There is an annual fee to the terminals for certification to Green Marine and an operation cost for placement of spill containment boom. However, the secondary avoidance costs and risk reduction for both of these proposed standards greatly outweigh the upfront costs to the users.

STAFF RECOMMENDATION: Staff recommends approval of two new environmental tariff items under Tariff 100-A including Item 678 (Green Marine Certification for New Facilities) and Item 679 (Spill Prevention Measures for VLCC Loading and Unloading Operations).

DEPARTMENTAL CLEARANCES:

Originating Department	Environmental Planning & Compliance
Reviewed By	Sarah Garza
	Danielle Converse
	Amanda Grams
	Andrew Kiss
	Tony MacDonald
Legal	Dane Bruun
Senior Staff	Sean Strawbridge
	Clark Robertson
	Omar Garcia

LIST OF SUPPORTING DOCUMENTS:

Proposed Tariff Item Nos. 678 and 679

ITEM 678**GREEN MARINE CERTIFICATION OF NEW FACILITIES**

All Terminal Facilities in which construction or new operations at an existing facility occur on or after the effective date of this tariff item shall obtain Green Marine certification (<https://green-marine.org/certification/>) prior to commencing operations. This certification shall be maintained for the duration of facility operations. Terminal Facilities must provide *Annual Self-Evaluation Reports* to the Port's Director of Environmental Planning & Compliance on or before _____ of each year.

ITEM 679**SPILL PREVENTION MEASURES FOR VLCC LOADING AND UNLOADING OPERATIONS**

All Very Large Crude Carriers (VLCC) shall use appropriate containment for the vessel (i.e. spill containment boom) during loading and unloading operations for the purpose of preventing liquid bulk cargo spills from impacting the adjacent waterways. These controls must remain in place until all loading and unloading activities for the vessel are complete.



DATE: September 17, 2019

TO: Port Commission

FROM: Louis Klusmeyer, P.E., S.E.
Chief of Design
Engineering Services

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

Award a Construction Contract to Crosby Dredging, LLC, the Lowest and Best Bidder Based on Bids Received on September 11, 2019, in the amount of \$10,973,450, for the Oil Dock 22 Marine Terminal Dredging Project.

SUMMARY: Staff recommends award of a construction contract to Crosby Dredging, LLC for dredging associated with the New Oil Dock 22 Marine Facility. On September 11, 2019, we received one response to our Notice to Bidders (see attached Bid Results). Crosby Dredging, LLC submitted the lowest and best bid for \$10,973,450.

BACKGROUND: Per the terms of PCCA's Lease Agreement (Lease) with POTAC, LLC to develop a petroleum liquids terminal on the north side of the ship channel just east of the PCCA's Oil Dock 14 (see attached map exhibit), the PCCA is required to dredge the ship slip for the new Oil Dock 22. Dredging was originally included in the April 9, 2019, bid package which included the dock construction, and was removed by Change Order from original dock construction.

The scope of this dredging project consists of the dredging and placement of approximately 619,000 cubic yards of material to create a deep draft slip berth at future Oil Dock 22 at an elevation of -47 feet mean lower low water and 2 feet allowable over depth. The scope also includes the excavation and relocation of approximately 21,200 cubic yards of natural ground adjacent to the dredging to achieve slope for placement of shoreline revetment. The Base Bid item includes dredge material to be placed in Suntide Dredge Material Placement Area, with an Alternate Base Bid item including dredge material to be placed in Tule Lake Dredge Material Placement Area.

Crosby Dredging, LLC has provided the lowest and best bid for the Alternate Base Bid in the amount of \$10,973,450. Crosby Dredging, LLC will be a new vendor for the PCCA. Staff has received and reviewed references from comparable projects and have determined that Crosby's qualifications and bids submitted meet the requirements of the solicitation and bid documents.

ALTERNATIVES: Alternately, the Base Bid could be awarded in the amount of \$14,978,670 in lieu of the recommended Alternate Base Bid.

CONFORMITY TO PORT POLICY: This project conforms to the PCCA's Strategic Plan 2023 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

EMERGENCY: None.

FINANCIAL IMPACT: This project was included in the Engineering Department's 2019 capital budget for Oil Docks Strategic Projects.

STAFF RECOMMENDATION: Staff recommends award of a construction contract for the Alternate Base Bid in the Amount of \$10,973,450 to Crosby Dredging, LLC for dredging associated with the New Oil Dock 22 Marine Terminal project. Staff further recommends that the Engineering Services Department be granted contingency in accordance with the PCCA's revised contingency guidelines for marine projects.

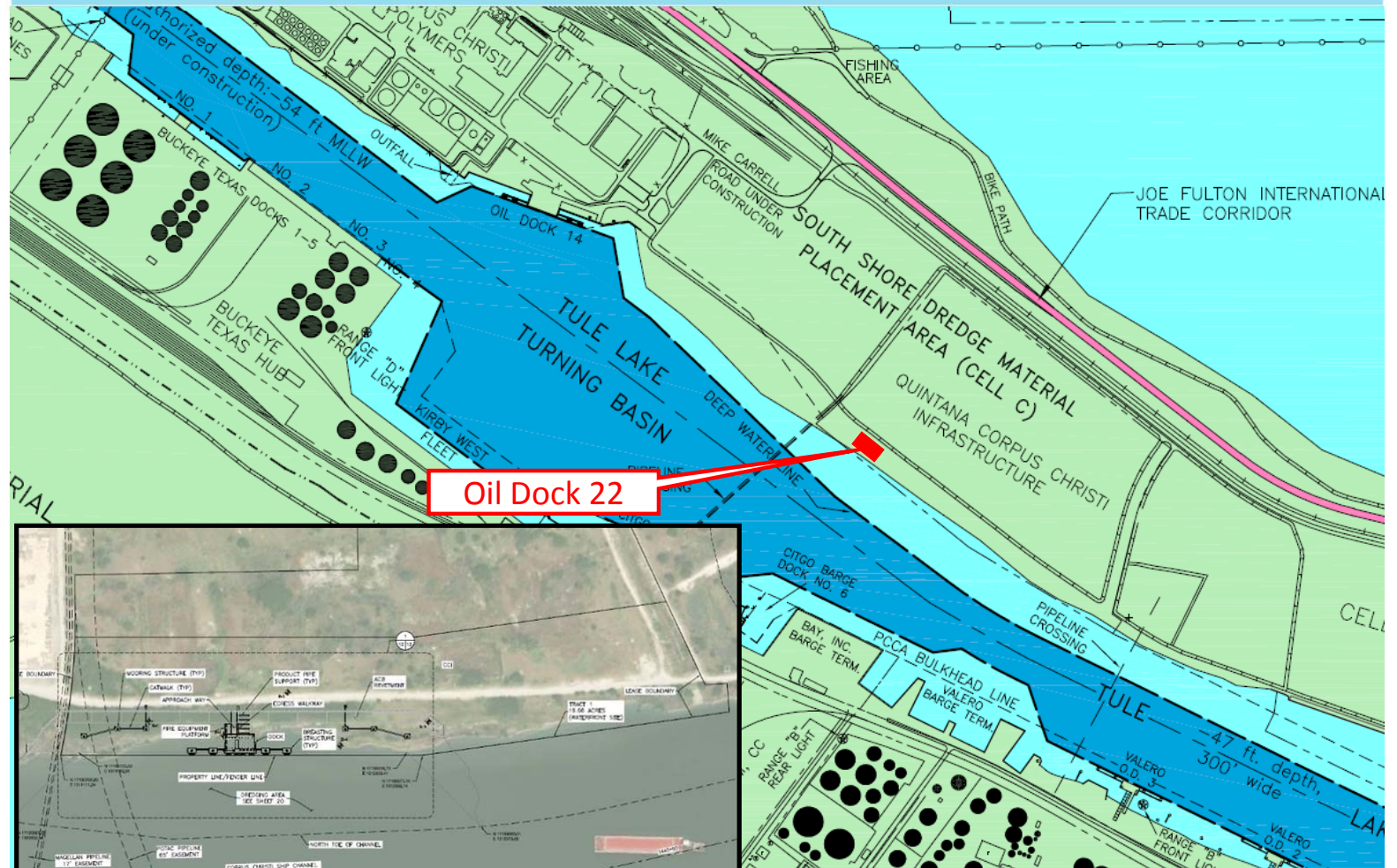
DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	Sonya Lopez-Sosa
	Louis Klusmeyer
	Natasha Fudge
Legal	Standard construction contract
Senior Staff	Sean Strawbridge
	Clark Robertson
	Kent Britton

LIST OF SUPPORTING DOCUMENTS:

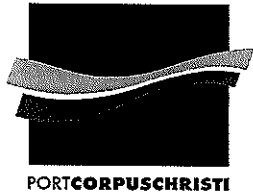
Map Exhibit
Bid Results

New Oil Dock 22 Dock and Dredging Status



connect with us:
portofcc.com





**BID RESULTS FOR
NEW OIL DOCK 22 DREDGING
PROJECT NO. 18-037C
Bid Opening: September 11, 2019 - 2:00 P.M.**

Company Name	Bid Bond or Check	Addendum No. 1	Addendum No. 2	Base Bid ^A	Alternate Base Bid ^B
Crosby Dredging, LLC	BB 5%	Y	Y	14,978,670.00	10,973,450.00

Project to be completed by February 29, 2020.

^A**BASE BID:** The project consists of dredging and placement of approximately 619,000 cubic yards of material to create a deep draft slip berth at a future dock within the PCCA inner harbor. The berth will be dredged to an elevation of -47 feet mean lower low water and 2 feet allowable over depth with dredge material to be placed in Sundtide Dredge Material Placement Area. Scope also includes excavation and relocation of approximately 21,200 cubic yards of natural ground adjacent to dredging. This is a Lump Sum bid item.

^B**ALTERNATE BASE BID:** The project consists of dredging and placement of approximately 619,000 cubic yards of material to create a deep draft slip berth at a future dock within the PCCA inner harbor. The berth will be dredged to an elevation of -47 feet mean lower low water and 2 feet allowable over depth with dredge material to be placed in the Tule Lake Dredge Material Placement Area. Scope also includes excavation and relocation of approximately 21,200 cubic yards of natural ground adjacent to dredging. This is a Lump Sum bid item.



DATE: September 17, 2019

TO: Port Commission

FROM: Louis Klusmeyer, P.E., S.E.
Chief of Design
Engineering Services

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

Award a Construction Contract in the Amount of \$33,691,200 to Russell Marine LLC, the Lowest and Best Bidder Based on Bids Received on April 9, 2019, and Change Order No. 1 in the Amount of (\$14,224,900) for the New Oil Dock 22 Marine Facility.

SUMMARY: Staff recommends award of a construction contract to Russell Marine LLC and a deductive Change Order for construction of the New Oil Dock 22 Marine Facility. On April 9, 2019, we received two responses to our Notice to Bidders (see attached Bid Tabulation). Russell Marine LLC submitted the lowest and best bid for \$33,691,200.

BACKGROUND: Per the terms of PCCA's Lease Agreement (Lease) with POTAC, LLC to develop a petroleum liquids terminal on the north side of the ship channel just east of the PCCA's Oil Dock 14 (see attached map exhibit), the PCCA is required to construct the new Oil Dock 22 on the Lease Premises. In March 2019, bid documents for this facility were complete and bid on April 9, 2019.

Oil Dock 22 dock and slip dredging project includes a marine dock platform with a 1,100-foot long berth, breasting structures, and mooring structures provided by the PCCA, as well as lighting, loading arms, piping, and related equipment to be provided and installed by the customer.

Since bidding, the Russell Marine LLC has agreed to extend their bid through October 30, 2019. In this same timeframe, the PCCA has proceeded with rebidding the dredging of the 1,100-foot long berth as a separate contract. Favorable bids for dredging only were received on September 11, 2019. Therefore, Change Order No. 1 in the amount of (\$14,224,900) will remove the original dredge scope from the dock construction.

The bid documents include a Base Bid to perform the work within 365 calendar days and include Additive Bid Item #1 to perform the Base Bid work in a more expedited fashion and be complete within 270 calendar days.

Russell Marine LLC submitted the lowest and best bid for the Base Bid and Additive Bid Item #1 in the amounts of \$33,691,200 and \$1,000,000, respectively. Considering the

Lessee's need for the completion of the dock by mid-2020, and in coordination with the Lessee, staff recommends award of the Base Bid in the amount of \$33,691,20 and Change Order No. 1 in the amount of (\$14,224,900) to remove the original dredge scope from the dock construction.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: This project conforms to the PCCA's Strategic Plan 2023 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

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

FINANCIAL IMPACT: The PCCA's cost to design and construct the proposed dock will be recovered through fees and other revenue generating provisions included in the Lease.

STAFF RECOMMENDATION: Staff recommends award of a construction contract for the Base Bid in the Amount of \$33,691,200 to Russell Marine LLC for the construction of the New Oil Dock 22 Marine Facility and Change Order No. 1 in the Amount of (\$14,224,900). Staff further recommends that the Engineering Services Department be granted contingency in accordance with the PCCA's revised contingency guidelines for marine construction projects.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	Sonya Lopez-Sosa
	Louis Klusmeyer
	Natasha Fudge
Legal	Standard construction contract
Senior Staff	Sean Strawbridge
	Clark Robertson
	Kent Britton

LIST OF SUPPORTING DOCUMENTS:

Map Exhibit
Bid Tabulation



**BID TABULATION FOR
NEW OIL DOCK 22 MARINE TERMINAL
PROJECT NO. 18-037A
Bid Opening: April 9, 2019 - 2:00 P.M.**

Company Name	Bid Bond or Check	Acknowledgement		Base Bid ^A	Additive Bid Item 1 ^B
		Addendum No. 1	Addendum No. 2		
Russell Marine LLC	5% Bid Bond	x	x	\$33,691,200.00	\$1,000,000.00
JM Davidson Ltd	5% Bid Bond	x	x	\$37,642,711.00	\$2,400,000.00

Base Bid to be complete within 365 calendar days of the date of said Notice to Proceed.

^A **BASE BID:** The project consists of excavation, dredging approximately 619,000 cubic yards, and installing approximately 64,500 square feet of articulated concrete block mats. Construction includes a two-level 100 x 65-foot concrete pile supported jetty platform dock, approach way, product pipe supports, fire equipment platform, four (4) breasting structures, and six (6) mooring structures. This is a Lump Sum bid item.

^B **ADDITIVE BID ITEM 1:** Provide additional cost to complete the Base Bid in two hundred seventy (270) calendar days in lieu of three hundred sixty five (365) calendar days. This is a Lump Sum bid item

Read By: Lynn Angerstein

Tabulated By: Carlos Martinez, P.E.

Checked & Prepared By: Lucy Betancourt

Date: April 9, 2019



DATE: September 17, 2019

TO: Port Commission

FROM: Sam Esquivel, Director of Real Estate Services
Sam@pocca.com
(361) 885-6140

Approve a Pipeline Easement Agreement with GCGV Asset Holding LLC for 5 Pipelines and 2 Fiber Optic Lines Connecting GCGV Asset Holding, LLC Property West of County Road 2986 to the GCGV Asset Holdings, LLC Dock and Terminal Facilities Located on the San Patricio Turning Basin, San Patricio County, Texas.

SUMMARY: GCGV Asset Holding LLC (GCGV) is requesting a Pipeline Easement for 5 pipelines and 2 fiber optic lines connecting GCGV's property west of County Road 2986 to GCGV's leased dock and terminal facilities located at La Quinta Terminal, as depicted on the attached memo exhibit. The Easement grants GCGV a non-exclusive right-of-way and easement to PCCA land for the purpose of constructing, laying, operating, maintaining, repairing, replacing and removing five pipelines and two fiber optic lines consisting of one 12 inch diameter pipeline for the transportation of monoethylene glycol; one 4 inch diameter pipeline for the transportation of crude butadiene; one 4-inch diameter pipeline for the transportation of pyrolysis gasoline, one 4-inch diameter pipeline for the transportation of sulfidic caustic; one 24-inch diameter pipeline for clean wastewater effluent and, two fiber optic lines, which may not exceed 3-inches in diameter. The Easement shall terminate if the pipeline(s) ceases to be used for the transmission of authorized pipeline products, collectively, for a period of forty-eight (48) months period during the term of this Agreement.

BACKGROUND: GCGV intends to operate an ethane steam cracker for production of ethylene and derivative units for production of polyethylene and monoethylene glycol. The facility will be constructed on GCGV's property in San Patricio County, Texas west of Farm to Market 2986. On December 12, 2017 the Port Commission approved a Lease Agreement with GCGV for lease of a 13-acre waterfront tract for a multipurpose dock and a 35-acre upland tract for a Marine Terminal Facility located at La Quinta Terminal.

The lease agreement approval also included a Heavy Haul Road Easement and a Pipeline Easement to connect La Quinta Terminal to GCGV's facility. To that end, PCCA agreed to grant GCGV a Pipeline Easement for construction of these pipelines when the route of the pipelines is known. Some liquid products produced at GCGV's plant will be transported via these pipelines to storage tanks constructed by GCGV on the 35-acre upland tract, and from there these products will be loaded onto ships and barges berthed at the Multi-Purpose Cargo Dock.

ALTERNATIVES: None - The easement is a condition of the Lease agreement.

FINANCIAL IMPACT: The fee for the first 10-year period will be \$1,992,241.00. For each succeeding 10-year period during the term of the easement, the fees will be subject to an adjustment based on (i) the fee for one 24-inch diameter pipeline set by the adopted Pipeline and Utility Easement Fee Schedule of Authority in effect at the time of each ten year anniversary of this Agreement or (ii) an amount equal to the fee paid for the preceding ten year term of this Agreement multiplied by the increase in the Producers Price index for Ports and Harbors Published by the United States Department of Labor compounded annually for each year of the preceding ten year term, however, provided that, if Authority sells the property which the Pipeline Easement occupies, the rate of increase in the annual fee used to calculate the ten (10) year payment for each succeeding ten (10) year period shall not exceed the increase of the US Department of Labor Bureau of Labor Statistics CPI (All Urban Consumers, U.S., All Items, 1982 – 1984, Not Seasonally Adjusted, Series I.D. CUUR0000SA0 during the preceding ten (10) year period. Grantee shall prepay for each ten (10) year period on or before the date that begins each such ten (10) year period. Notwithstanding the forgoing, in no event, will the fees charged for each subsequent ten-year period be less than the fee paid for the immediately preceding ten-year period.

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

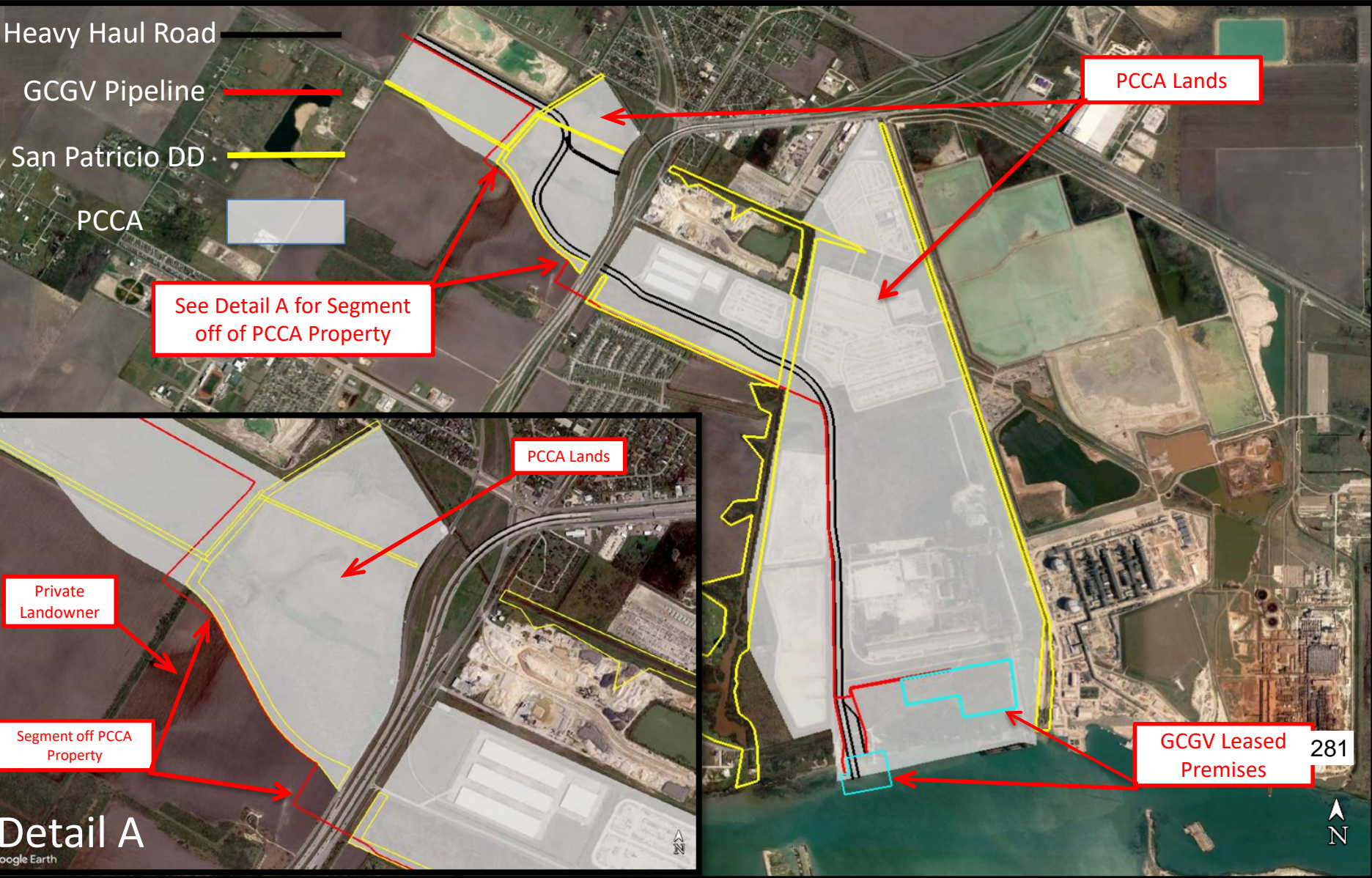
STAFF RECOMMENDATION: Staff recommends approval of a Pipeline Easement Agreement with Gulf Coast Growth Ventures, LLC for 5 pipelines and 2 fiber optic lines

Reviewed & Approved	Sam Esquivel Kent Britton
Legal	Dane Bruun Bruce Hawn
Senior Staff	Sean Strawbridge

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Easement Summary
Easement

Approve a Pipeline Easement Agreement with GCGV Asset Holding LLC for 5 Pipelines and 2 Fiber Optic Lines Connecting the GCGV Asset Holding, LLC Property West of County Road 2986 to the GCGV Holdings, LLC Dock and Terminal Facilities Located on the San Patricio Turning Basin, San Patricio County, Texas.



**PORT OF CORPUS CHRISTI AUTHORITY
EASEMENT SUMMARY**

Grantee: GCGV Asset Holding, LLC

Easement Location: As depicted in the attached map.

Use: The Easement grants GCGV a non-exclusive right-of-way and easement to PCCA land for the purpose of constructing, laying, operating, maintaining, repairing, replacing and removing five pipelines and two fiber optic lines consisting of one 12 inch diameter pipeline for the transportation of monoethylene glycol; one 4 inch diameter pipeline for the transportation of crude butadiene; one 4-inch diameter pipeline for the transportation of pyrolysis gasoline, one 4*inch diameter pipeline for the transportation of sulfidic caustic; one 24-inch diameter pipeline for clean wastewater effluent; and, two fiber optic lines, may not exceed 3-inches in diameter.

Start Date: 9/17/2019

End Date: The Agreement and all rights to use and occupy the Easement shall terminate if the Pipeline(s) ceases to be used for the transmission of Authorized Pipeline Products, collectively, for a period of forty-eight (48) months period during the term of this Agreement. GCGV agrees it will within ninety (90) days after the termination of this Agreement remove the Pipeline Facilities existing in the Easement and restore the land in the Easement and in any Post Construction Workspace utilized to remove the Pipeline Facilities to substantially the same condition in which same existed prior to the existence of the Pipeline Facilities.

Fee: The fee for the first 10-year period will be \$1,992,241.00. For each succeeding 10-year period during the term of the easement, the fees will be subject to an adjustment based on (i) the fee for one 24-inch diameter pipeline set by the adopted Pipeline and Utility Easement Fee Schedule of Authority in effect at the time of each ten year anniversary of this Agreement or (ii) an amount equal to the fee paid for the preceding ten year term of this Agreement multiplied by the increase in the Producers Price index for Ports and Harbors Published by the United States Department of Labor compounded annually for each year of the preceding ten year term, however, provided that, if Authority sells the property which the Pipeline Easement occupies, the rate of increase in the annual fee used to calculate the ten (10) year payment for each succeeding ten (10) year period shall not exceed the increase of the US Department of Labor Bureau of Labor Statistics CPI (All Urban Consumers, U.S., All Items, 1982 – 1984, Not Seasonally Adjusted,

Series I.D. CUUR0000SA0 during the preceding ten (10) year period. Grantee shall prepay for each ten (10) year period on or before the date that begins each such ten (10) year period. Notwithstanding the forgoing, in no event, will the fees charged for each subsequent ten-year period be less than the fee paid for the immediately preceding ten-year period.

Tenant Contact:

Gulf Coast Growth Ventures, LLC
Attention Port Project Engineer
22777 Springwoods Village Parkway
Spring, Texas 77389

PIPELINE EASEMENT AGREEMENT

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

Port of Corpus Christi Authority of Nueces County, Texas, acting herein by and through its Port Commissioners hereunto duly authorized, (hereinafter called "Authority" or "Grantor") for good and valuable consideration as described below, and including the covenants and conditions herein made and provided to be kept and performed by Grantee, effective as of September 17th, 2019 (the "Effective Date") has **GRANTED AND CONVEYED** and by these presents does **GRANT AND CONVEY** to Gulf Coast Growth Ventures, LLC, a Delaware limited liability company authorized to do business in Texas, whose address is 1735 Hughes Landing, The Woodlands, Texas, 77380, (hereinafter called "Grantee"), a non-exclusive right-of-way and easement (the "Easement") in, through, across, under and along the Authority's land located in San Patricio County, Texas, as more particularly described by metes and bounds and depicted in Exhibit "A", for the purpose of constructing, laying, operating, maintaining, repairing, replacing and removing : five (5) pipelines and two fiber optic lines (collectively the "Pipelines") consisting of one twelve inch diameter (12") pipeline for the transportation of monoethylene glycol; one four inch (4") diameter pipeline for the transportation of crude butadiene; one four inch (4") diameter pipeline for the transportation of pyrolysis gasoline, one four inch (4") diameter pipeline for the transportation of sulfidic caustic; one twenty-four inch (24") diameter pipeline for clean wastewater effluent; and, two fiber optic lines, which lines (or the casing therefore) may not exceed three inches (3") in diameter. No above ground or below ground appurtenances are allowed except for such valves, fittings, meters and appurtenances as may be necessary for such purposes including cathodic protection equipment for the control of pipeline corrosion and pipeline markers (the "Pipeline Appurtenances"). All above ground Pipeline Appurtenances shall be in the locations depicted in Exhibit "A." The product referenced above for each pipeline shall hereinafter be collectively referred to as the "Authorized Pipeline Products". The Pipelines and the Pipeline Appurtenances shall hereinafter be collectively referred to as the ("Pipeline Facilities"). The Easement hereby conveyed is a total of twenty-five feet (25') in width. Authority also hereby has **GRANTED AND CONVEYED** and by these presents does hereby **GRANT AND CONVEY** to Grantee a non-exclusive temporary construction easement parallel and adjacent to the Easement ("Temporary Easement") in, over, through, across, under, and along the Authority's land located in San Patricio County, Texas, as more particularly described by metes and bounds and depicted in Exhibit "B". The Temporary Easement also includes the additional temporary workspace locations, if any, depicted in Exhibit "B". The Temporary Easement shall expire, and the width of the Easement shall revert to the exterior dimensions of the pipe laid upon: (1) the date on which the initial construction of the Pipeline Facilities is completed and the Pipelines are operational, or (2) July 1, 2023, whichever is earlier, (the "Initial Construction Period"). The Easement and Temporary Easement shall be collectively referred to as the "Easements". In the event construction is not commenced by July 1, 2020, this Pipeline Easement Agreement ("Agreement") and the Easements will terminate, unless the period for commencement of construction is extended, in writing, beyond such deadline by Authority.

Grantee and Authority have entered into a lease agreement of even date herewith (the "Lease Agreement") for two tracts of land out of a 1089.432 acre tract of land conveyed to

the Authority by that certain Deed dated February 11, 1998 by Land Ventures, Inc. and El Paso Development Company to Authority, which deed is recorded under Clerk's File number 458816 of the Real Property Records of San Patricio County, Texas. The term of this Agreement shall be for so long as the Lease Agreement remains in effect and will immediately terminate upon the expiration or termination of the Lease Agreement (the "Easement Term").

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

This Easement is granted subject to the following:

1. Fees. For the first ten (10) years of the term of this Agreement, Grantee will pay to the Authority a fee in the amount One Million Nine Hundred Ninety-Two Thousand Two Hundred Forty-One and no/100 Dollars (\$1,992,241.00) in advance.

(a) Grantee shall pay an additional pipeline fee at the beginning of each succeeding ten (10) year period during the Term of this Agreement, which fee shall be the greater of (i) the fee for one twenty-four inch (24") diameter pipeline set by the adopted Pipeline and Utility Easement Fee Schedule of Authority in effect at the time of each ten year anniversary of this Agreement or (ii) an amount equal to the fee paid for the preceding ten year term of this Agreement multiplied by the increase in the Producers Price index for Ports and Harbors Published by the United States Department of Labor compounded annually for each year of the preceding ten year term, however, provided that, if Authority sells the property which the Pipeline Easement occupies, the rate of increase in the annual fee used to calculate the ten (10) year payment for each succeeding ten (10) year period shall not exceed the increase of the US Department of Labor Bureau of Labor Statistics CPI (All Urban Consumers, U.S., All Items, 1982 – 1984, Not Seasonally Adjusted, Series I.D. CUUR0000SA0 during the preceding ten (10) year period. Grantee shall prepay for each ten (10) year period on or before the date that begins each such ten (10) year period. Notwithstanding the forgoing, in no event, will the fees charged for each subsequent ten-year period be less than the fee paid for the immediately preceding ten-year period.

2. Access and Post Construction Work Space. The rights of ingress and egress hereinabove referred to in Grantee shall be confined to the above-described Easements during the Initial Construction Period. Grantee, during the Initial Construction Period, shall not have the right to cross Authority's adjacent land, store materials or equipment on Authority's adjacent land, or conduct any of Grantee's operations on Authority's adjacent land, without the prior express written consent of Authority. After the expiration of the Initial Construction Period, Grantee shall be permitted to have ingress and egress to and from the Easement for the construction, operation, maintenance, inspection, repair, removal or replacement of the Pipeline Facilities over a route or routes, across Authority's adjacent lands, if any, designated in advance by Authority. Grantee, during any period of construction, maintenance, inspection, repair, removal or replacement of the

Pipeline Facilities, taking place after the expiration of the Initial Construction Period, shall be permitted to use a reasonable amount of Authority's adjoining property, as designated in advance by Authority, to the extent reasonably available, as determined by Authority in its sole and absolute discretion, and only for so long as reasonably necessary for such construction, maintenance, inspection, repair, removal or replacement of the Pipeline Facilities ("Post Construction Work Space"). Notwithstanding the forgoing, Authority shall have no obligation to preserve the availability of any of Authority's adjacent lands for Grantee's use as Post Construction Work Space. After the expiration of the Initial Construction Period except, in the case of an emergency, Grantee agrees to notify the Authority not less than seventy-two (72) hours prior to Grantee's employees, agents or contractors entering upon the Easement for construction, maintenance, repairs or other operations. In the case of an emergency necessitating entry upon the Easement by Grantee, its employees, agents or contractors without first giving at least seventy-two (72) hours prior notice to Authority, Grantee agrees to notify the Authority of the nature and extent of any such emergency within twenty-four (24) hours after any such entry.

3. Construction, Maintenance and Use.

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

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

Authority understands that Grantee intends to utilize a portion of the Easement and Temporary Easement for the operation of horizontal directional drilling ("HDD") equipment needed to install a portion of the Pipeline within the Easement. Grantee agrees not to dump or dispose of any drilling mud, chemicals, spoil, dredge, sludge, water or other material utilized or produced in connection with any of Grantee's HDD operations on the Easement or Temporary Easement or Grantor's adjoining property. Once Grantee's HDD requirements are determined, Grantor and Grantee will agree on an amendment to this Easement (the "HDD Amendment") providing Grantee with reasonable temporary work space sufficient to accommodate such HDD, to the extent such space is reasonably available at the time of the HDD Amendment is executed. Authority shall be under no obligation to preserve any temporary work space for Grantee's use in

conducting its HDD operations prior until such time as the HDD Amendment is negotiated and executed. All such material shall be captured and removed using water tight containers so that such material does not come into direct contact with any portion of the surface of such property in the course of performing such HDD operations. Grantee shall use all commercially reasonable efforts to minimize the Easement and Temporary Easement area utilized to perform the HDD operations, and Grantee agrees to restore the affected Easement and Temporary Easement area, and any adjoining property, to the same condition as existed prior to such operations. Grantee will consult with Grantor regarding Grantee's planned HDD operations prior to commencing such work. Grantee agrees to immediately notify Authority's Director of Engineering of any damages to any property, real or personal, occurring outside the boundaries of the Easement or to any road, railroad, or other improvement inside or outside of the Easement caused by Grantee's HDD operations. All backfill placed in the Easement must be compacted so as to prevent settlement or erosion. Grantee shall bury and maintain the Pipeline and all underground Pipeline Appurtenances at a depth of not less than 4 feet below the surface of the ground or to such deeper depth as may be reasonably required as a result of the presence on, or construction on, or adjacent to, the areas within the Easement of any road, pipeline, or pole line. Grantee agrees to bore under all navigable channels and rail crossings to a depth set by Authority's Director of Engineering Services. In refilling any hole or ditch, Grantee must compact the subsoil to ninety-five percent (95%) of original compaction. After any construction, repair or removal, Grantee shall compact, loosen, or otherwise condition the topsoil to the degree of compaction of non-disturbed topsoil so that there will be no settling or compaction of soil and so that the land disturbed will be the same level as the surrounding lands which will maintain drainage previous to such work and prevent erosion.

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

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

Grantee will notify Authority no later than twenty-four (24) hours after Grantee's discovery of any visible or apparent contamination in, on, or under or adjacent to the Easements. Grantee will timely submit all required reporting to appropriate State and Federal agencies and will provide a copy thereof to Authority.

If, during, or after, completion of construction of the Pipeline Facilities, the contamination is coming from the Pipeline Facilities, then Grantee will immediately repair or replace the Pipeline Facilities, and restore the Easement to the condition it was in prior to the discovery of the contamination. Grantee agrees to shut down the Pipeline Facilities, if reasonably necessary to prevent continuing contamination of the Easement and Authority's adjacent lands. If the contamination is not coming from a pipeline or pipelines in the Easement, then Grantee and Authority shall cooperate to determine the source of the contamination and advise the appropriate State and Federal agencies of the occurrence.

Grantee's use of the Easements and Post Construction Work Space herein granted and its operations in relation thereto will at all times comply with all applicable laws, statutes, rules and regulations of federal, state and local government. Grantee's use of the Easements and Post Construction Work Space may not unreasonably interfere with existing easement rights of any owner of an easement in, on, over, under or across any lands owned by the Authority and which are crossed or are overlapped in whole or in part by the Easements. Except for Permit #02261, which Authority maintains as set forth in Section 3.01(c) of the Lease Agreement, Grantee agrees to obtain all applicable environmental permits necessary to conduct the work, and provide a copy of said permits to Authority. The Authority will modify and amend Permit #02261 as required and requested by Grantee and will, in coordination with Grantee, prepare and submit the appropriate applications to the USACE and other agencies to support Grantee's construction of the Pipeline Facilities. "**Permit #02261**" means Department of the Army Permit SWG-2001-02261, which was issued to the Authority on August 27, 2004, as amended. Grantee agrees to construct and maintain the Pipeline Facilities in accordance with existing permits or permit applications related to the easement and in accordance with all applicable state and federal environmental rules and regulations.

Grantee, as a condition precedent to Grantee's right to enter upon and otherwise access the Easements for construction purposes, shall furnish Authority all "issued for construction drawings" provided to its construction contractors for the construction of the Pipeline Facilities as well as any subsequent revisions thereto applicable to the Easement (the "Issued for Construction Drawings"). Upon completion of the installation of the Pipeline Facilities in the Easement, Grantee shall provide as-built drawings of the as-built location of the Pipeline Facilities.

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

Grantee has established a project construction advisory panel to communicate with local stakeholders regarding on site activities that may provide disruptive conditions to residents, in order to more effectively manage such activities. Grantee shall cause its Contractors to take reasonable measures to: (1) mitigate any objectionable or unpleasant noise, smoke, dust, gas, light, vibrations, or odors from impacting the surrounding community during the construction of the Pipeline Facilities, (2) keep the Easements free from litter, trash, and construction debris, and (3)

promptly address any complaints or concerns expressed by the residents of Portland or Gregory, Texas, in connection with the construction, maintenance or operation of the Pipeline Facilities or the maintenance and operation of the Easements.

4. **Reservations and Exceptions.** The Easements herein granted and authorization to utilize any Post Construction Work Space shall be subject to the terms and conditions of any and all easements heretofore granted by Authority to other parties which are of record in San Patricio County, referenced in a memorandum of easement recorded in San Patricio, County, referenced in the Lease Agreement, shown on construction drawings, or physically evident on the property. The Authority reserves the right to grant easements and the right to grant the use Post Construction Work Space, upon, over, under and across the Easements, and to grant other rights of use, leases and easements above, below and on the surface of the Easements, provided that such grants shall not materially interfere with the rights granted herein.

5. **Indemnity.** Grantee shall defend, indemnify and hold harmless Authority, its commissioners, officers, directors, managers, employees, and agents (for the purposes of this Section, the "*Indemnified Parties*") from and against, and Grantee shall be responsible for, any and all liabilities (including strict liability), actions, demands, damages, penalties, fines, losses, claims, costs, expenses (including reasonable attorneys', experts' fees and expenses), suits, settlements or judgments of any nature whatsoever (including claims for personal injury, bodily injury, real and personal property damage and economic loss) which may be brought or instituted or asserted against the Indemnified Parties based on or arising out of or resulting from (i) the failure on the part of the Grantee, its agents, employees, contractors, subcontractors or licensees (collectively, "*Grantee Parties*") to comply with the provisions of any laws or regulations applicable to the Pipeline or the Pipeline Facilities, (ii) any injury to or death of or claim of injury to or death of any person or any damage to or loss of or claim of damage to or loss of property arising from or in any manner connected with the acts, conduct, or negligence of the Grantee Parties in the design, construction, maintenance, repair, removal, or replacement of the Pipeline or the Pipeline Facilities, (iii) the failure on the part of any of the Grantee Parties to comply with the provisions of any laws or regulations applicable to the Easements, Post Construction Work Space, the Pipeline or the Pipeline Facilities, or (iv) the condition, use, malfunction, defect, or explosion of the Pipeline or any of the Pipeline Facilities (individually an "*Indemnified claim*" and collectively "*Indemnified Claims*").

Notwithstanding anything to the contrary contained in Section 5, it is expressly provided and agreed by and between the Parties that Grantee shall not be obligated to indemnify and hold harmless the Indemnified Parties from and against their own negligence, gross negligence or willful misconduct.

Notwithstanding anything to the contrary contained in Section 5, Grantee shall be relieved of its obligation of indemnity (but not its obligation to defend) with respect to any Indemnified Claim to the extent, but only to the extent, of (1) the amount actually recovered from one or more insurance carriers and either paid to the Indemnified Parties or paid for benefit of the Indemnified Parties in reduction of such Indemnified Claim, or (2) the

percentage of responsibility attributed to the Indemnified Parties with respect to causing or contributing to cause the event for which the Indemnified Claim was made.

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

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

6. Insurance. Without limiting the indemnity obligations or liabilities of Grantee, or its insurers, provided herein, Grantee agrees at all times this Agreement is in effect to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum amounts and comply with the other requirements set forth in Exhibit "C" attached hereto and incorporated herein by reference.

7. Assignment. (a) The rights herein granted may not be assigned without the prior written consent of the Authority, which consent shall not be unreasonably withheld, conditioned or delayed; except such consent shall not be required if the assignment is to a "Permitted Transferee" (as defined in the Lease Agreement) or to a "Permitted Sublessee" (as defined in the Lease Agreement) (hereinafter collectively referred to as a "Permitted Assignee"), and if such entity is not a Resultant Entity (as defined in the Lease Agreement) (i) the Permitted Assignee executes, acknowledges and delivers to Authority an agreement in a form and content reasonably acceptable to Authority, whereby the Permitted Assignee assumes and agrees to perform all Grantee's obligations under this Easement Agreement from and after the date of such assignment and further agrees that any rights acquired by the Permitted Assignee hereunder shall terminate upon termination of the Lease Agreement, and (ii) Grantee complies with the requirements of sections 7(b) and 7(c) below. In all other instances, any assignment of this Easement Agreement shall require Authority's prior written consent, which consent may be given or withheld in Authority's sole discretion.

(b) In all instances of an assignment of all or any part of the rights granted to Grantee under the terms of this Easement Agreement, regardless of whether to a Permitted Assignee or not, Grantee shall advise Authority thereof, in writing, ("Assignment Notice") not less than five (5) days prior to the effective date thereof. Such notice shall set forth with reasonable specificity the identity of the proposed assignee.

(c) Grantee may request, in writing, Authority's consent to an assignee and that request must include: (i) the name of the proposed assignee; (ii) the nature and character of the assignee's business; (iii) the term, use, rental rate, and all other material terms of the proposed assignment; and (iv) audited financial statements or other evidence of the proposed assignee's assets, liabilities, net cash flow, operating history, and other evidence Authority may reasonably request to evaluate the financial capacity and experience of the proposed assignee to perform its obligations.

(d) Within thirty (30) days after its receipt of the required information and any other information requested, Authority either will consent to, refuse its consent to, or conditionally consent to, the proposed assignment. If Grantee does not receive written notice of Authority's decision within thirty (30) days after the later of the date Authority receives written notice of the proposed assignment or the date Authority receives all of the required information and any requested information, Authority will be deemed to have refused its consent to the proposed assignment, leaving this Easement Agreement in full force and effect. Grantee will pay, on demand, all reasonable out-of-pocket costs and expenses (including attorneys' fees, if any) that Authority may incur in connection with Authority's review of any request for consent to an assignment.

(e) Anything in this Easement Agreement to the contrary notwithstanding, and notwithstanding any consent by Authority to any assignee of all or any portion of the rights granted by this Easement Agreement, or any permitted assignment hereunder, no assignee, or Permitted Assignee, shall subsequently assign all or any portion of the rights granted by this Easement Agreement, except to a subsequent Permitted Assignee, without Authority's prior written consent in each instance, which consent may be given or withheld in Authority's sole discretion. No assignment or subsequent assignment of this Easement Agreement shall relieve Grantee from the performance of any of Grantee's obligations under the terms of this Easement Agreement.

(f) Grantee's failure to comply with all of the foregoing provisions and conditions of this Section 7 shall (regardless of whether Authority's consent is required under this Section 7), at Authority's sole option, render any purported assignment null and void and of no force and effect.

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

9. Relocation. The Authority, after consultation with Grantee, may require Grantee to remove, lower or relocate the Pipeline Facilities situated in the Easement in the event the same materially interferes with or will materially interfere with: (1) the development of Authority's lands; (2) any facility, facility modification, or proposed facility of Authority, Authority lessee; (3) any road or proposed road; or (4) any operation or proposed operation of Authority, Authority lessee or Authority franchisee; The Authority may also require Grantee to remove, lower or relocate the Pipeline Facilities situated in the Easement in the event the same materially interferes with or will materially interfere with any navigable channel, railroad or proposed railroad under which the Pipeline passes. In the event Authority requires Grantee to remove, lower or relocate pursuant to the provisions of this Section, the cost of such removal, lowering or relocation shall be paid solely by Grantee; and in such event, Authority will provide Grantee with an alternate Easement route on Authority's land at no additional cost to Grantee.

10. Compliance with Authority Security Requirements. Grantee, its employees, agents, representatives and subcontractors shall at all times comply with all Authority mandated security requirements and regulations pertaining to the Easements and any Post Construction Work Space locations or access thereto, regardless of whether now existing or hereinafter imposed, pursuant to Authority's Tariffs (the "Security Measures"). Failure to comply with Authority's Security Measures will be grounds for terminating this Agreement as described in Section 8 above. Authority's Security Measures applicable to the Easement and right of way can be ascertained by contacting the Authority's Police Department.

11. Notice. (a) All notices, demands or requests from Grantee to Authority shall be given to Authority, Attention: Chief Executive Officer, P.O. Box 1541, Corpus Christi, Texas 78403, or via electronic mail to ssrawbridge@pocca.com, and sam@pocca.com, or at such other address as Authority shall request in writing.

(b) All notices, demands or requests from Authority to Grantee shall be given to Grantee, Attention: Attention Chrissie P. Vandevere, 22777 Springwoods Village Parkway, Spring, Texas 77389, or via electronic mail to chrissie.p.vandevere@exxonmobil.com, or at such other address as Grantee shall request in writing.

(c) Unless expressly stated otherwise, notices or other communications required to be given to either Party must be received in writing within the specified time period to be effective. Such notices or other communications may be given by certified first-class mail, by overnight delivery, or by electronic mail, to the appropriate Party at its address or electronic mailing address listed above. Notice or other communication may also be given by personal service. Any notice or communication given by mail shall be deemed to have been received upon the earlier of (1) receipt or refusal of delivery service, or (2) the third day after the date mailed if mailed via one of the methods provided in this paragraph. Notice given by electronic mail will be deemed received on the date sent, or on the next business day if sent after 5:00 p.m. Central Time. Either Party may change the address or electronic mailing address for notice by giving the other Party written notice as provided in this Section. In order for any notice or communication sent by electronic mail to be effective, said notice or communication must also be provided concurrently by one of the other

methods described in this section (provided that no concurrent method of communication shall be required if the recipient responds with electronic confirmation of receipt).

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

13. Limitation on Easement Use. Grantee specifically agrees that Grantee, its successors, assigns, and its related companies shall not use any portion of the Easements or portion of any Post Construction Work Space for any other purpose than the construction, operation and maintenance of the Pipeline Facilities. The Grantee will not grant, participate with, or initiate any contract with any third party to place any other use or operation within the Easement other than the Pipeline Facilities described in this Agreement.

14. COMPLIANCE WITH DRAINAGE RESERVATION. A portion of the Easements are located on a 138.37 acre tract (the "Cable-Garrett Tract") is more particularly described in that certain Special Warranty Deed (the "Cable-Garrett Special Warranty Deed") from Joseph D. Cable, et al, to the Authority and recorded on August 3, 2015 Clerk's File Number 649208 in the Official Public Records of San Patricio County, Texas. The Cable-Garrett Special Warranty Deed contains a reservation of drainage easement reserving the right to drain surface waters from a 393.72-acre tract of land (the "Dominant Tract") described in Exhibit "B" to the Cable-Garrett Special Warranty Deed onto Authority's Cable-Garrett Tract (the "Drainage Easement"). The Drainage Easement prohibits Authority from altering the surface of the Cable-Garret Tract and from placing or allowing the existence of any barriers on the Cable-Garrett Tract which would impede or divert surface waters from flowing from the Dominant Tract onto the Cable-Garret Tract. The Drainage Easement expressly prohibits Authority from placing or allowing the placement or continuance of any dams, levees, berms, curbs, roads, ruts, depressions or other changes in grade and/or modifications of the surface of the Cable-Garret Tract that would prevent surface waters from Dominant Tract passing onto the Cable-Garrett Tract, or which would cause surface waters flowing from Dominant Tract onto the Cable-Garrett Tract to back up onto and flood the Dominant Tract. Notwithstanding any provision of the Design Basis to the contrary, Grantee agrees that neither it, nor any other person or entity acting by, through, or under Grantee, will cause any violation of any of the terms and conditions of the Drainage Easement set forth in the Cable-Garrett Special Warranty Deed. Grantee agrees to pay for any and all damages incurred which arise out of any violation of the Drainage Easement by Grantee, Grantee's Contractors, or any other person or entity acting by, through, or under Grantee.

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

activities. If suspended, Authority may elect for Grantee to resume the mowing schedule by so notifying Grantee.

16. Brush and Tree Disposal. All trees and brush cut shall be removed from the Easements and disposed of in a lawful manner.

17. Warranty of Title. Subject to all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations affecting the Easement area appearing or referenced of record as of the date hereof Authority warrants that it has good and indefeasible title to the lands covered by this Agreement, that it has lawful right and authority to grant to Grantee the Easement, and that it will forever warrant and defend the Easement unto Grantee and its successors and assigns against the claims of all persons claiming by, through, or under the Authority, but not otherwise.

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one instrument.

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

[Signature Pages Immediately Follow]

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

By: _____
Sean C. Strawbridge
Chief Executive Officer

“Authority”

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ day of _____, 2019, by Sean C. Strawbridge, Chief Executive Officer of Port of Corpus Christi Authority of Nueces County, Texas, on behalf of the Authority.

NOTARY PUBLIC, STATE OF TEXAS

GULF COAST GROWTH VENTURES, LLC

By: WHC
William H. Cheek
President, Gulf Coast Growth Ventures LLC

"Grantee"

STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on the 13th day of September, 2019, by William H. Cheek, President of Gulf Coast Growth Ventures, LLC, a Delaware limited liability company, on behalf of said company.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS



EXHIBIT "A"

TX-SP-V-001.000
Port of Corpus Christi
Authority of Nueces County, Texas

STATE OF TEXAS
COUNTY OF SAN PATRICIO

Centerline description for a twenty-five (25') wide Easement and Right-of-Way situated in the John M. Swisher Survey, Abstract 394 and the John Keating Survey, Abstract 180 in San Patricio County, Texas and being over and across a portion of a called 72.476 acre tract of land as described in a deed to Port of Corpus Christi Authority of Nueces County, Texas, recorded in File No. 656771 of the Official Public Records of San Patricio County, Texas. Said twenty-five (25') wide Easement and Right-of-Way being twelve and a half (12.5') feet on either side of the herein described centerline description, (See Exhibit "B" for further clarification). Said Centerline being more particularly described as follows:

BEGINNING at a point on the southeast right-of-way line of FM Highway 2986. Said point of Beginning having coordinates of North: 17224830.38 and East: 1368126.54. From said point of beginning USGS Station Quintana (one inch Brass Cap) bears South 34° 53' 47" East, a distance of 16427.80 feet.

THENCE along the centerline of the herein described Easement and Right-o-Way the following four (4) calls:

- 1) South 60° 02' 11" East, a distance of 2637.85 feet to an angle point;
- 2) South 29° 57' 49" West, a distance of 98.56 feet to an angle point;
- 3) South 42° 02' 56" West, a distance of 643.60 feet to an angle point and
- 4) South 42° 02' 56" West, a distance of 265.00 feet to the POINT OF TERMINATION being located on the southwest line of the aforesaid 72.476 acre tract of land as described in a deed to Port of Corpus Christi Authority of Nueces County, Texas, recorded in File No. 656771 of the Official Public Records of San Patricio County, Texas and being on a northeast line of a called 138.56 acre tract of land as described in a deed to Port of Corpus Christi Authority of Nueces County, Texas, recorded in File No. 649208 of the Official Public Records of San Patricio County, Texas.

Said centerline description being 3645.01 Linear Feet, or 220.91 Rods.
Area of easement and right-of-way being 2.09 acres.

WORK SPACE:

A fifteen-foot (15') wide strip of land parallel with and adjacent to a portion of the above described easement and Right-of-Way on the north side; a twenty five-foot (25') wide strip of land parallel with and adjacent to a portion of the above described Easement and Right-of-Way on the east side and a forty-five-foot (45') wide strip of land parallel with and adjacent to a portion of the above described Easement and Right-of-Way on the south and west side. (SEE EXHIBIT "B" DETAILS "A", "B" AND "C" FOR FURTHER CLARIFICATION), extending or shortening the side lines of the Work Space to intersect with the boundary lines of the aforesaid 72.476 acre tract of land.

Said Work Space containing 4.05 acres, more or less.

ADDITIONAL WORK SPACE:

Additional Workspace containing 1.66 acres, (SEE EXHIBIT "B" DETAILS "A" AND "C" FOR LOCATION AND FURTHER CLARIFICATION).

All Coordinates, bearings and distances shown herein are grid, based upon the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, U.S. Survey Feet, as derived from an on the ground survey performed by Atwell, LLC conducted in August, 2019.

J.D. Wilkie

Digitally signed by Jerry Wilkie
DN: cn=Jerry Wilkie, o=Atwell LLC,
email=jerry.wilkie@atwell-llc.com,
c=US,
Date: 2019.08.27 15:06:42 -0500

Jerry D. Wilkie, Jr.
Registered Professional Land Surveyor
Registration No. 4724
Atwell, LLC
Firm Registration No. 10194153
10101 Reunion Place, Suite 350
San Antonio, Texas 78216
210-536-6755
210-861-0733 cell



EXHIBIT "B"

SAN PATRICIO COUNTY, TEXAS
JOHN M. SWISHER SURVEY, ABSTRACT 394
JOHN KEATING SURVEY, ABSTRACT 180

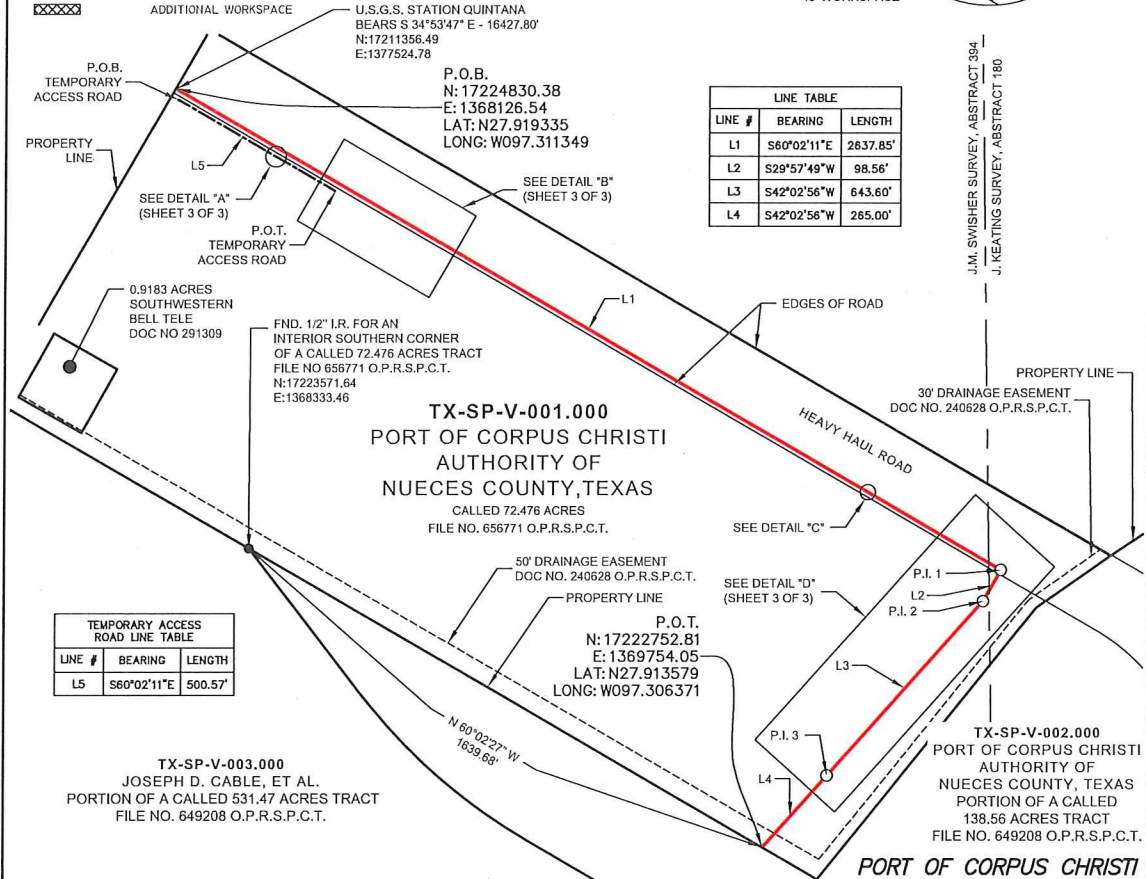
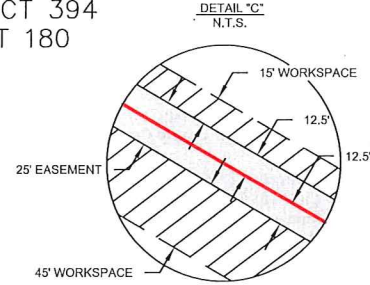
LEGEND

O.P.R.S.P.C.T.
D.R.S.P.C.T.
N.T.S.
P.O.C.
P.O.B.
P.O.T.
P.O.I.
A.W.S.

OFFICIAL PUBLIC RECORDS OF SAN PATRICIO COUNTY, TEXAS
DEED RECORDS OF SAN PATRICIO COUNTY, TEXAS
NOT TO SCALE

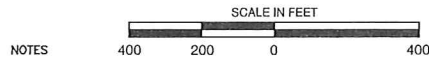
POINT OF COMMENCEMENT
POINT OF BEGINNING
POINT OF TERMINATION
POINT OF INTERSECTION
ADDITION WORKSPACE
PROPOSED CENTERLINE
FOUND PROPERTY CORNER
EXISTING PIPELINES
CL. EASEMENT
WORKSPACE
ADDITIONAL WORKSPACE

P.I. LINE TABLE		
P.I. #	STATE PLANE	GEOGRAPHIC
1	N:17223512.91 E:1370411.82	LAT: N27.915652 LONG: W97.304312
2	N:17223427.52 E:1370362.59	LAT: N27.915418 LONG: W97.304467
3	N:17222949.59 E:1369931.53	LAT: N27.914115 LONG: W97.305816



TEMPORARY ACCESS ROAD LINE TABLE		
LINE #	BEARING	LENGTH
L5	S60°02'11\"E	500.57'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S60°02'11\"E	2637.85'
L2	S29°57'49\"W	98.56'
L3	S42°02'56\"W	643.60'
L4	S42°02'56\"W	265.00'



- NOTES
- ALL BEARINGS & DISTANCES BEING GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), US SURVEY FOOT. DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY ATWELL, LLC ON AUGUST 6, 2019. LATITUDE AND LONGITUDE SHOWN HEREON BASED ON NORTH AMERICAN DATUM OF 1983 (NAD83), US SURVEY FOOT.
 - PROPERTY LINES HAVE BEEN ESTABLISHED BASED UPON FOUND MONUMENTS, MEASUREMENTS, AND EVIDENCE OBTAINED IN THE FIELD, ALONG WITH RECORDS AS PROVIDED BY THE CLIENT.
 - THE OWNERSHIP OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON DEEDS PROVIDED BY THE CLIENT. NO OTHER RESEARCH WAS PERFORMED BY THE UNDERSIGNED SURVEYOR.
 - ABSTRACT LINES AND INFORMATION SHOWN HEREON BASED ON AVAILABLE RECORDS, INCLUDING GENERAL OFFICE FILES (GLO)
 - IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT AN ORIGINAL.
 - THIS SURVEY WAS PERFORMED FOR THE SPECIFIC PURPOSE OF ESTABLISHING A BASELINE, MAPPING SELECTED FEATURES, AND LOCATING NECESSARY LAND LINES FOR EASEMENT.
 - SEE EXHIBIT "A" SHEET 1 OF 3 FOR LEGAL DESCRIPTION.

MAIN LINE: TOTAL DISTANCE ACROSS PROPERTY: 3645.01 FEET
OR: 220.91 RODS
AREA OF EASEMENT: 2.09 ACRES
AREA OF WORKSPACE: 4.05 ACRES
AREA OF ADDITIONAL WORKSPACE: 1.66 ACRES
ACCESS ROAD: TOTAL DISTANCE ACROSS PROPERTY: 500.57 FEET
OR: 30.34 RODS
AREA OF EASEMENT: 0.23 ACRES



J.D. Wilkie
Digitally signed by Jerry Wilkie
DN: cn=Jerry Wilkie, o=Atwell,
ou=central@atwellgroup.com,
Group, c=US
Date: 2019.08.27 10:06:23
-0500

JERRY D. WILKIE, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4724

**EASEMENT PLAT**

VOPAK BOUNDARY
EASEMENT AND RIGHT OF WAY
ACROSS THE PROPERTY OF
PORT OF CORPUS CHRISTI

REV. 1 DRAWING NAME 19002574 - 001.000 - PORT OF CORPUS CHRISTI



DRAWN	NH	DATE	08/22/19
CHECKED	JCH	DATE	08/22/19
APP'D	JDW	DATE	08/22/19
SCALE	1"=400'	PAGE	2 OF 3
REV#	DATE	DESC.	
1	08/26/19	CLIENT REQUEST.	
JOB NO.		19002574	

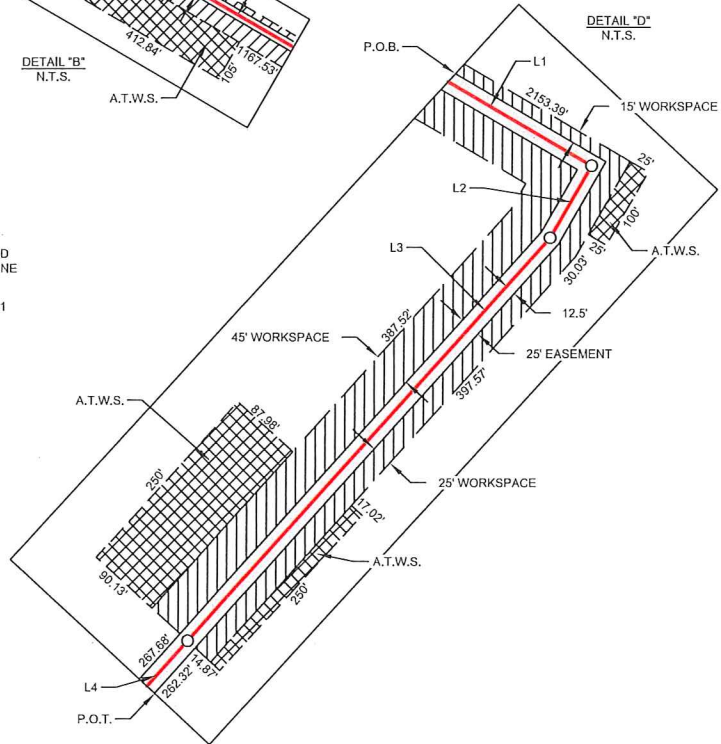
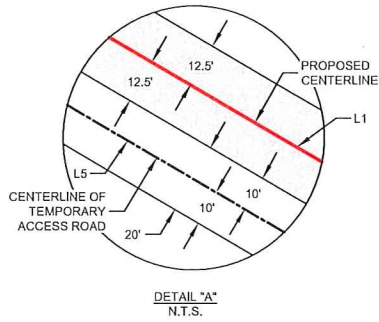
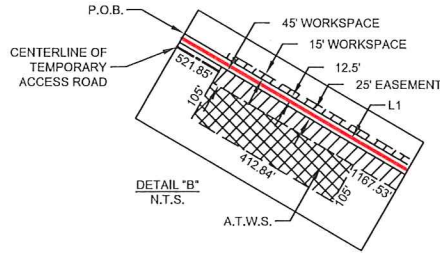
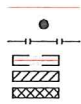
EXHIBIT "B"

SAN PATRICIO COUNTY, TEXAS JOHN M. SWISHER SURVEY, ABSTRACT 394 JOHN KEATING SURVEY, ABSTRACT 180

LEGEND

O.P.R.S.P.C.T.
D.R.S.P.C.T.
N.T.S.
P.O.C.
P.O.B.
P.O.T.
P.O.I.
A.W.S.

OFFICIAL PUBLIC RECORDS OF SAN PATRICIO COUNTY TEXAS
DEED RECORDS OF SAN PATRICIO COUNTY, TEXAS
NOT TO SCALE
POINT OF COMMENCEMENT
POINT OF BEGINNING
POINT OF TERMINATION
POINT OF INTERSECTION
ADDITION WORKSPACE
PROPOSED CENTERLINE
FOUND PROPERTY CORNER
EXISTING PIPELINES
CL EASEMENT
WORKSPACE
ADDITIONAL WORKSPACE



NOTES

- ALL BEARINGS & DISTANCES BEING GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), US SURVEY FOOT. DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY ATWELL, LLC ON AUGUST 6, 2019. LATITUDE AND LONGITUDE SHOWN HEREON BASED ON NORTH AMERICAN DATUM OF 1983 (NAD83), US SURVEY FOOT.
- PROPERTY LINES HAVE BEEN ESTABLISHED BASED UPON FOUND MONUMENTS, MEASUREMENTS, AND EVIDENCE OBTAINED IN THE FIELD, ALONG WITH RECORDS AS PROVIDED BY THE CLIENT.
- THE OWNERSHIP OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON DEEDS PROVIDED BY THE CLIENT. NO OTHER RESEARCH WAS PERFORMED BY THE UNDERSIGNED SURVEYOR.
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- THIS SURVEY WAS PERFORMED FOR THE SPECIFIC PURPOSE OF ESTABLISHING A BASELINE, MAPPING SELECTED FEATURES, AND LOCATING NECESSARY LAND LINES FOR EASEMENT.
- SEE EXHIBIT "A" SHEET 1 OF 3 FOR LEGAL DESCRIPTION.



EASEMENT PLAT

VOPAK BOUNDARY
EASEMENT AND RIGHT OF WAY
ACROSS THE PROPERTY OF
PORT OF CORPUS CHRISTI



DRAWN	NH	DATE	08/22/19
CHECKED	JCH	DATE	08/22/19
APP'D	JDW	DATE	08/22/19
SCALE	N.T.S.	PAGE	3 OF 3
REV#	DATE	DESC.	
1	08/26/19	CLIENT REQUEST.	
JOB NO.		19002574	

REV.	DRAWING NAME
1	19002574 - 001.000 - PORT OF CORPUS CHRISTI

EXHIBIT "A"

TX-SP-V-006.000
(Main Line)
Port of Corpus Christi
Authority of Nueces County, Texas

STATE OF TEXAS
COUNTY OF SAN PATRICIO

Centerline description for a twenty-five (25') wide Easement and Right-of-Way situated in the Thomas T. Williamson Survey, Abstract 287 and the Thomas T. Williamson Survey, Abstract 288 in San Patricio County, Texas and being over and across a portion of a called 930.28 acre tract of land as described in a deed to Port of Corpus Christi Authority of Nueces County, Texas, recorded in File No. 458816 of the Official Public Records of San Patricio County, Texas. Said twenty-five (25') wide Easement and Right-of-Way being twelve and a half (12.5) feet on either side of the herein described centerline description, (See Exhibit "B" for further clarification). Said Centerline being more particularly described as follows:

BEGINNING at a point on the west line of a called 930.28 acre tract of land as described in a deed to Port of Corpus Christi Authority of Nueces County, Texas, recorded in File No. 458816 of the Official Public Records of San Patricio County, Texas, same being the east line of a called 153.93 acre tract of land as described in a deed to Port of Corpus Christi Authority of Nueces County, Texas, recorded in File No. 458816 of the Official Public Records of San Patricio County, Texas. Said point of Beginning having coordinates of North: 17217947.46 and East: 1375138.02. From said point of beginning USGS Station Quintana (one inch Brass Cap) bears South 19° 54' 24" East, a distance of 7009.82 feet.

THENCE along the centerline of the herein described Easement, South 65° 18' 45" East, a distance of 721.54 feet to a point for the beginning of a curve to the right.

THENCE with said curve to the right (whose radius is 1369.42 feet, central angle is 21° 58' 16" and whose chord bears South 12° 08' 38" East, a distance of 521.91 feet) an arc distance of 525.12 feet.

THENCE continuing with the centerline of the herein described Easement and Right-of-Way the following fourteen (14) calls;

- 1) South 01° 15' 09" East, a distance of 294.48 feet to an angle point;
- 2) South 08° 30' 59" East, a distance of 118.64 feet to an angle point;
- 3) South 01° 15' 05" East, a distance of 1530.33 feet to an angle point;
- 4) South 08° 25' 36" East, a distance of 146.96 feet to an angle point;
- 5) South 06° 55' 12" East, a distance of 574.32 feet to an angle point;
- 6) South 01° 15' 45" East, a distance of 175.04 feet to an angle point;
- 7) South 01° 15' 45" East, a distance of 2234.00 feet to an angle point;
- 8) South 01° 15' 36" East, a distance of 134.32 feet to an angle point;
- 9) South 00° 35' 11" East, a distance of 39.43 feet to an angle point;
- 10) South 03° 51' 04" East, a distance of 116.93 feet to an angle point;
- 11) South 09° 03' 38" East, a distance of 116.93 feet to an angle point;
- 12) South 11° 39' 48" East, a distance of 808.13 feet to an angle point;
- 13) South 05° 17' 06" West, a distance of 336.23 feet to an angle point and
- 14) South 11° 22' 01" East, a distance of 110.70 feet to the POINT OF TERMINATION being located on the south line of the aforesaid 930.28 acre tract of land and the north line of a called 21.98 acre tract of (Submerged) land as described in a deed to Port of Corpus Christi Authority of Nueces County, Texas, recorded in File No. 458816 of the Official Public Records of San Patricio County, Texas.

Said centerline description being 7983.1 Linear Feet, or 483.82 Rods. (Main Line)

WORK SPACE:

A twenty-five foot (25') wide strip of land parallel with and adjacent to a portion of the above described easement and Right-of-Way on the northeast side, (See Exhibit "B" detail "A" for further clarification); a forty-five-foot (45') wide strip of land parallel with and adjacent to a portion of the above described Easement and Right-of-Way on the south and west side. (See Exhibit "B" detail "A", "B", "C", "D", "E", "F" and "G" for further clarification), and a fifteen foot (15') wide strip of land parallel with and adjacent to a portion of the above described easement and Right-of-Way on the east side, (See Exhibit "B" detail "A", "B", "C", "D", "E", "F" and "G" for further clarification), extending or shortening the side lines of the Work Space to intersect with the boundary lines of the aforesaid 930.28 acre tract of land.

ADDITIONAL WORK SPACE:

Additional Workspace containing 5.91 acres, (See Exhibit "B" detail "A", "B", "C", "D", "E", "F" and "G" for further clarification).

All Coordinates, bearings and distances shown herein are grid, based upon the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, U.S. Survey Feet, as derived from an on the ground survey performed by Atwell, LLC conducted in August, 2019.

J.D. Wilkie
Digitally signed by Jerry D. Wilkie, Jr.
DN: cn=Jerry D. Wilkie, o=Atwell, ou=Atwell, email=jerry@atwell-llc.com, c=US
Date: 2019.08.27 15:52:49
6339

Jerry D. Wilkie, Jr.
Registered Professional Land Surveyor
Registration No. 4724
Atwell, LLC
Firm Registration No. 10194153
10101 Reunion Place, Suite 350
San Antonio, Texas 78216
210-536-6755
210-861-0733 cell



LATERAL "A"

BEGINNING at a point on the above described centerline description of the Main Line at coordinates of North: 17211801.66 and East: 1376114.38.

THENCE with the centerline of the herein described Easement and Right-of-Way the following one (1) call;

- 1) North 84° 30' 01" East, a distance of 339.48 feet to the POINT OF TERMINATION being located within the aforesaid 930.28 acre tract of land.

Said centerline description being 339.48 Linear Feet, or 20.57 Rods. (LATERAL "A")

WORK SPACE:

A forty-five foot (45') wide strip of land parallel with and adjacent to the above described Easement and Right-of-Way on the north and south side, (See Exhibit "B" detail "G" for further clarification).

ADDITIONAL WORK SPACE:

Additional Workspace. (See Exhibit "B" detail "G" for location and further clarification).

LATERAL "B"

BEGINNING at a point within the above referenced 930.28 acre tract of land at coordinates of North: 17212383.72 and East: 1378271.65.

THENCE with the centerline of the herein described Easement and Right-of-Way the following seven (7) calls;

- 1) South 78° 19' 35" West, a distance of 1566.01 feet to an angle point;
- 2) South 78° 19' 39" West, a distance of 288.68 feet to an angle point;
- 3) South 78° 19' 36" West, a distance of 51.95 feet to an angle point;
- 4) South 11° 39' 32" East, a distance of 52.23 feet to an angle point;
- 5) South 18° 19' 51" East, a distance of 876.85 feet to an angle point;
- 6) South 03° 53' 47" East, a distance of 368.14 feet to an angle point and
- 7) South 11° 39' 47" East, a distance of 55.05 feet to the POINT OF TERMINATION being located within the aforesaid 930.28 acre tract of land.

Said centerline description being 3258.93 Linear Feet, or 197.51 Rods. (LATERAL "B")

WORK SPACE:

A forty-five foot (45') wide strip of land parallel with and adjacent to the above described Easement and Right-of-Way on the north, south, west and east side, (See Exhibit "B" detail "E" for further clarification).

ADDITIONAL WORK SPACE:

Additional Workspace. (See Exhibit "B" detail "E" for location and further clarification).

Total area of Workspace on this tract is 17.56 acres.

Total area of Additional Workspace on this tract is 5.91 acres.

All Coordinates, bearings and distances shown herein are grid, based upon the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, U.S. Survey Feet, as derived from an on the ground survey performed by Atwell, LLC conducted in August, 2019.

J.D. Wilkie

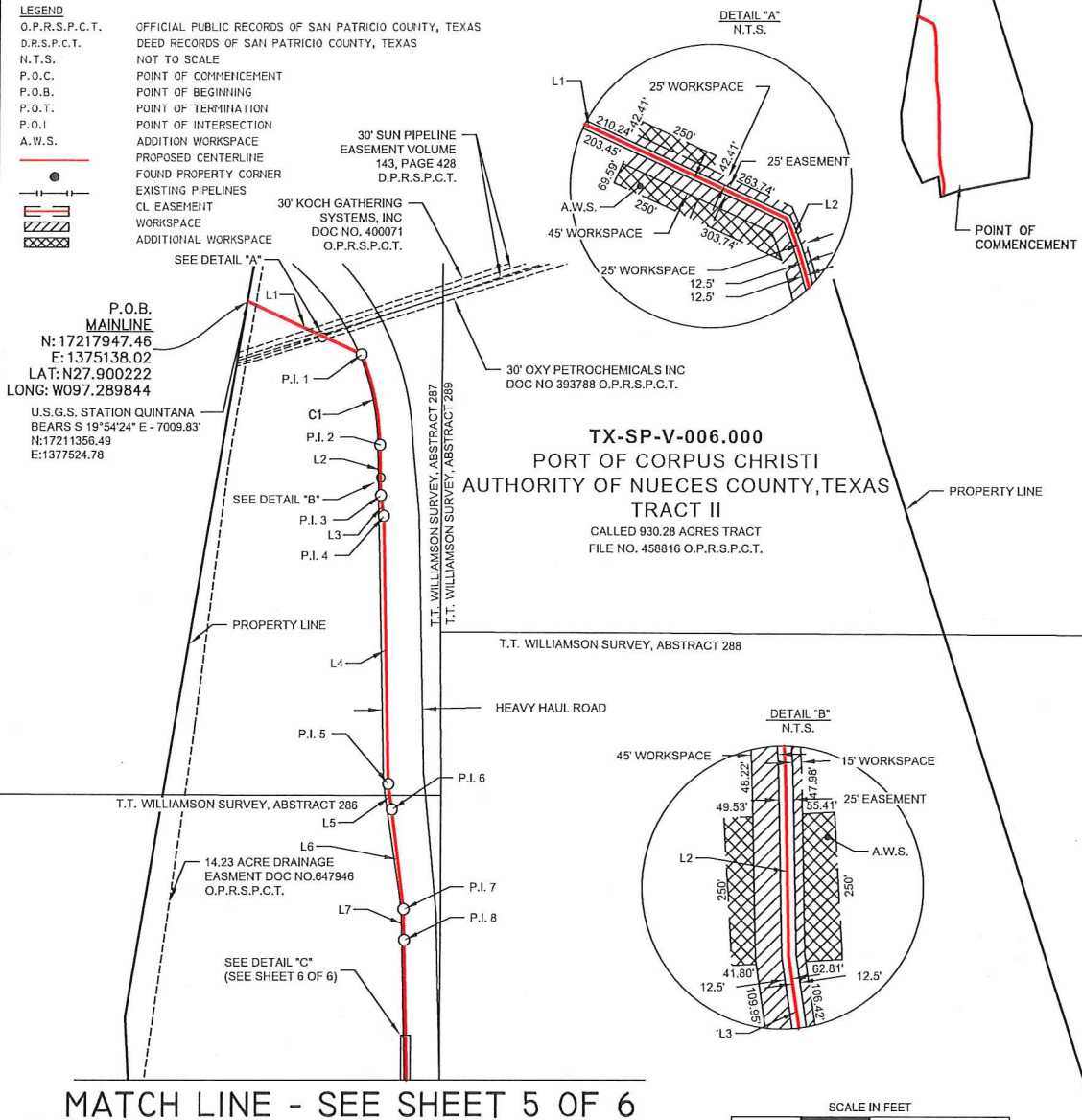
Digitally signed by Jerry D. Wilkie, Jr.
DN: cn=Jerry D. Wilkie, Jr., email=jerry@atwell-llc.com, ou=Atwell, c=US
Date: 2019.08.27 15:53:57 -0500

Jerry D. Wilkie, Jr.
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Atwell, LLC
Firm Registration No. 10194153
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San Antonio, Texas 78216
210-536-6755
210-861-0733 cell



EXHIBIT "B"

SAN PATRICIO COUNTY, TEXAS THOMAS T. WILLIAMSON SURVEY, ABSTRACT 287 & 288



MATCH LINE - SEE SHEET 5 OF 6

NOTES

- ALL BEARINGS & DISTANCES BEING GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), US SURVEY FOOT. DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY ATWELL, LLC ON AUGUST 6, 2019. LATITUDE AND LONGITUDE SHOWN HEREON BASED ON NORTH AMERICAN DATUM OF 1983 (NAD83), US SURVEY FOOT.
- PROPERTY LINES HAVE BEEN ESTABLISHED BASED UPON FOUND MONUMENTS, MEASUREMENTS, AND EVIDENCE OBTAINED IN THE FIELD, ALONG WITH RECORDS AS PROVIDED BY THE CLIENT.
- THE OWNERSHIP OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON DEEDS PROVIDED BY THE CLIENT. NO OTHER RESEARCH WAS PERFORMED BY THE UNDERSIGNED SURVEYOR.
- ABSTRACT LINES AND INFORMATION SHOWN HEREON BASED ON AVAILABLE RECORDS, INCLUDING GENERAL OFFICE FILES (GLO).
- IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT AN ORIGINAL.
- THIS SURVEY WAS PERFORMED FOR THE SPECIFIC PURPOSE OF ESTABLISHING A BASELINE, MAPPING SELECTED FEATURES, AND LOCATING NECESSARY LAND LINES FOR EASEMENT.
- SEE EXHIBIT "A" SHEET 1-3 OF 6 FOR LEGAL DESCRIPTION.

JERRY D. WILKIE, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4724

EASEMENT PLAT

VOPAK BOUNDARY
EASEMENT AND RIGHT OF WAY
ACROSS THE PROPERTY OF
PORT OF CORPUS CHRISTI

REV.

0

DRAWING NAME

19002574 - 006.000 - PORT OF CORPUS CHRISTI

Vopak

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBLPS FIRM # 10194153

DRAWN	NH	DATE	08/22/19
CHECKED	JCH	DATE	08/22/19
APP'D	JDW	DATE	08/22/19
SCALE	1"=800'	PAGE	3 OF 5
REV#	DATE	DESC.	
JOB NO.	19002574		

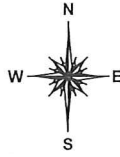
EXHIBIT "B"

SAN PATRICIO COUNTY, TEXAS THOMAS T. WILLIAMSON SURVEY, ABSTRACT 287 & 288

LEGEND

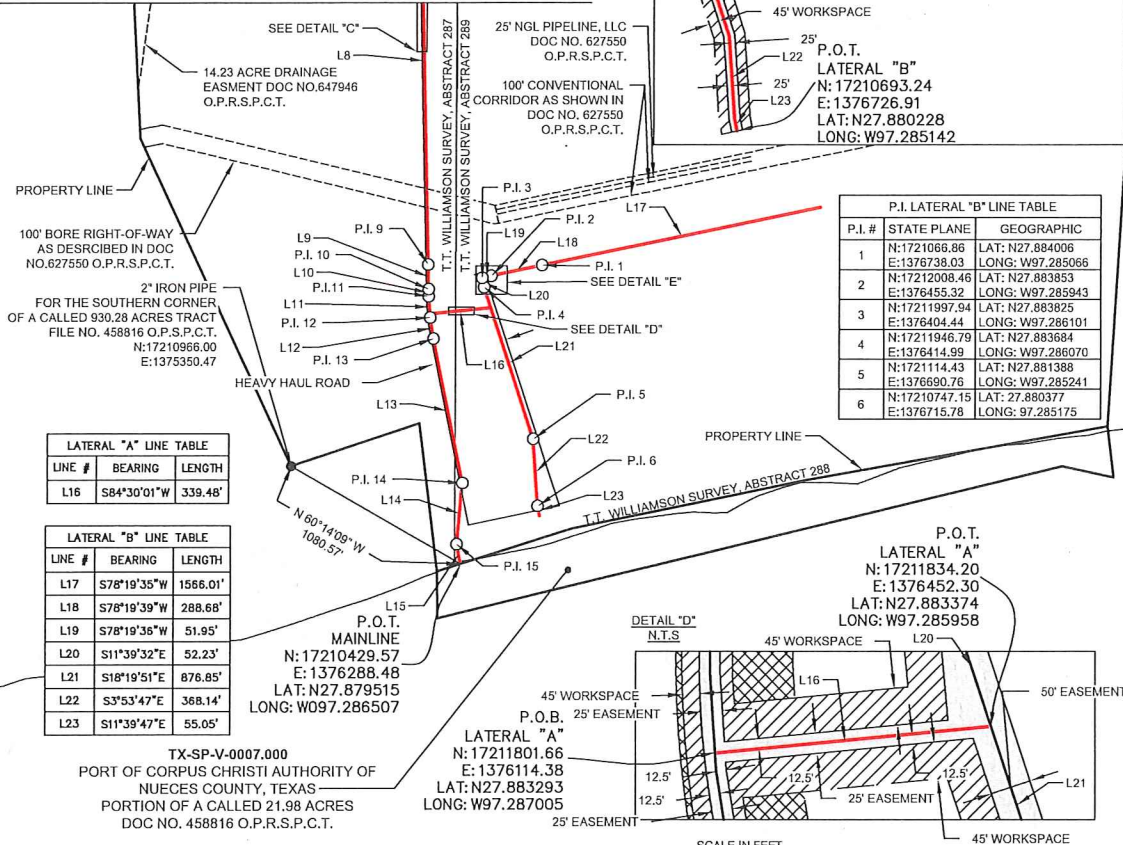
O.P.R.S.P.C.T.
D.R.S.P.C.T.
N.T.S.
P.O.C.
P.O.B.
P.O.T.
P.O.I.
A.W.S.

OFFICIAL PUBLIC RECORDS OF SAN PATRICIO COUNTY, TEXAS
DEED RECORDS OF SAN PATRICIO COUNTY, TEXAS
NOT TO SCALE
POINT OF COMMENCEMENT
POINT OF BEGINNING
POINT OF TERMINATION
POINT OF INTERSECTION
ADDITION WORKSPACE
PROPOSED CENTERLINE
FOUND PROPERTY CORNER
EXISTING PIPELINES
CL. EASEMENT
WORKSPACE
ADDITIONAL WORKSPACE



P.O.B.
LATERAL "B"
N: 17212383.72
E: 1378271.65
LAT: N27.884837
LONG: W97.280310

MATCH LINE - SEE SHEET 4 OF 6



LINE #	BEARING	LENGTH
L16	S84°30'01\"W	339.48'

LINE #	BEARING	LENGTH
L17	S78°19'35\"W	1566.01'
L18	S78°19'39\"W	288.68'
L19	S78°19'36\"W	51.95'
L20	S11°39'32\"E	52.23'
L21	S18°19'51\"E	876.85'
L22	S3°53'47\"E	368.14'
L23	S11°39'47\"E	55.05'

P.I. #	STATE PLANE	GEOGRAPHIC
1	N:1721066.86 E:1376738.03	LAT: N27.884006 LONG: W97.285066
2	N:17212008.46 E:1376455.32	LAT: N27.883853 LONG: W97.285943
3	N:17211997.94 E:1376404.44	LAT: N27.883825 LONG: W97.286101
4	N:17211946.79 E:1376414.99	LAT: N27.883684 LONG: W97.286070
5	N:1721114.43 E:1376690.76	LAT: N27.881388 LONG: W97.285241
6	N:17210747.15 E:1376715.78	LAT: N27.880377 LONG: W97.285175

NOTES

- ALL BEARINGS & DISTANCES BEING GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), US SURVEY FOOT. DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY ATWELL, LLC ON AUGUST 6, 2019. LATITUDE AND LONGITUDE SHOWN HEREON BASED ON NORTH AMERICAN DATUM OF 1983 (NAD83), US SURVEY FOOT.
- PROPERTY LINES HAVE BEEN ESTABLISHED BASED UPON FOUND MONUMENTS, MEASUREMENTS, AND EVIDENCE OBTAINED IN THE FIELD, ALONG WITH RECORDS AS PROVIDED BY THE CLIENT.
- THE OWNERSHIP OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON DEEDS PROVIDED BY THE CLIENT. NO OTHER RESEARCH WAS PERFORMED BY THE UNDERSIGNED SURVEYOR.
- ABSTRACT LINES AND INFORMATION SHOWN HEREON BASED ON AVAILABLE RECORDS, INCLUDING GENERAL OFFICE FILES (GLO)
- IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT AN ORIGINAL.
- THIS SURVEY WAS PERFORMED FOR THE SPECIFIC PURPOSE OF ESTABLISHING A BASELINE, MAPPING SELECTED FEATURES, AND LOCATING NECESSARY LAND LINES FOR EASEMENT.
- SEE EXHIBIT "A" SHEET 1-3 OF 6 FOR LEGAL DESCRIPTION.

EASEMENT PLAT

VOPAK BOUNDARY
EASEMENT AND RIGHT OF WAY
ACROSS THE PROPERTY OF
PORT OF CORPUS CHRISTI

REV.

0

DRAWING NAME

19002574 - 006.000 - PORT OF CORPUS CHRISTI



DRAWN	NH	DATE	08/22/19
CHECKED	JCH	DATE	08/22/19
APP'D	JDW	DATE	08/22/19
SCALE	1"=800'	PAGE	4 OF 5
REV#	DATE	DESC.	
JOB NO.	19002574		

EXHIBIT "A"

TX-SP-V-004.000
 Port of Corpus Christi
 Authority of Nueces County, Texas

STATE OF TEXAS
 COUNTY OF SAN PATRICIO

Centerline description for a twenty-five (25') wide Easement and Right-of-Way situated in the John Gerraghty Survey, Abstract 139 in San Patricio County, Texas and being over and across the remaining portion of an unrecorded 13.55 acre tract, Deed without Warranty to Port of Corpus Christi Authority of Nueces County, Texas. Said twenty-five (25') wide Easement and Right-of-Way being twelve and a half (12.5') feet on either side of the herein described centerline description, (See Exhibit "B" for further clarification). Said Centerline being more particularly described as follows:

BEGINNING at a point on the northwest line of the aforesaid 13.55 acre tract of land and being the southeast Right-of-Way line of U.S. Highway 181. Said point of Beginning having coordinates of North: 17219741.18 and East: 1371355.37. From said point of beginning USGS Station Quintana (one inch Brass Cap) bears South 36° 20' 44" East, a distance of 10409.83 feet.

THENCE along the centerline of the herein described Easement the following one (1) calls:

- 1) South 60° 21' 26" East, a distance of 100.40 feet to the POINT OF TERMINATION being located on the southeast line of the aforesaid 13.55 acre tract of land and being the northwest line of a called 153.93 acre tract of land as described in a deed to Port of Corpus Christi Authority of Nueces County, Texas, recorded in File No. 649208 of the Official Public Records of San Patricio County, Texas.

Said centerline description being 100.40 Linear Feet, or 6.08 Rods.
 Area of easement and right-of-way being 0.06 acres.

All Coordinates, bearings and distances shown herein are grid, based upon the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, U.S. Survey Feet, as derived from an on the ground survey performed by Atwell, LLC conducted in August, 2019.

J.D. Wilkie

Digitally signed by Jerry Wilkie
 DN: cn=Jerry Wilkie, o=Atwell, ou=Atwell, email=j.wilkie@atwell-group.com, c=US
 Date: 2019.08.12 14:23:27 -0500

Jerry D. Wilkie, Jr.
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 Atwell, LLC
 Firm Registration No. 10194153
 10101 Reunion Place, Suite 350
 San Antonio, Texas 78216
 210-536-6755
 210-861-0733 cell



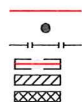
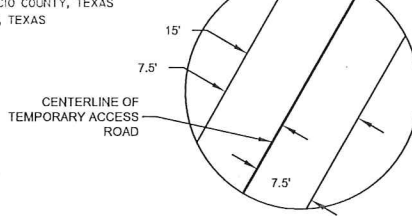
EXHIBIT "B"

SAN PATRICIO COUNTY, TEXAS JOHN GERRAGHTY SURVEY, ABSTRACT 139

LEGEND

O.P.R.S.P.C.T.
D.R.S.P.C.T.
N.T.S.
P.O.C.
P.O.B.
P.O.T.
P.O.I.
A.W.S.

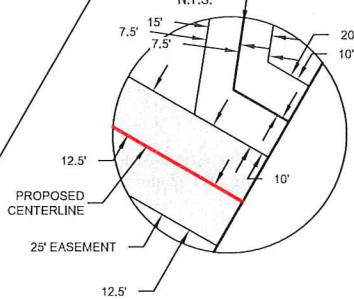
OFFICIAL PUBLIC RECORDS OF SAN PATRICIO COUNTY, TEXAS
DEED RECORDS OF SAN PATRICIO COUNTY, TEXAS
NOT TO SCALE
POINT OF COMMENCEMENT
POINT OF BEGINNING
POINT OF TERMINATION
POINT OF INTERSECTION
ADDITION WORKSPACE
PROPOSED CENTERLINE
FOUND PROPERTY CORNER
EXISTING PIPELINES
CL EASEMENT
WORKSPACE
ADDITIONAL WORKSPACE

DETAIL "C"
N.T.S.VICINITY MAP
N.T.S.

HWY 181

POINT OF
BEGINNING

TX-SP-V-004.000
PORT OF CORPUS CHRISTI
REMAINDER OF AN UNRECORDED
13.55 ACRE TRACT
DEED WITHOUT WARRANTY

CENTERLINE OF
TEMPORARY ACCESS
ROADDETAIL "B"
N.T.S.

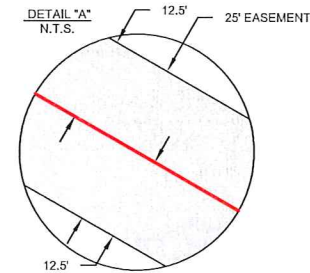
PROPERTY LINE

EASEMENT LINE TABLE

LINE #	BEARING	LENGTH
L1	S60°21'26"E	100.40'

TEMPORARY ROAD
ACCESS LINE TABLE

LINE #	BEARING	LENGTH
L2	S44°47'33"W	29.83'
L3	S29°44'31"W	446.53'
L4	S6°27'52"W	88.55'
L5	S60°21'26"E	16.30'

DETAIL "A"
N.T.S.

U.S.G.S. STATION QUINTANA
BEARS S 36°20'44"E - 10409.83'
N: 17211356.49
E: 1377524.78

P.O.B.
N: 17219741.18
E: 1371355.37
LAT: N27.905254
LONG: W097.301502

FND. 3/8" I.R. FOR THE NORTHEAST
CORNER OF A CALLED 7.37 ACRES TRACT
FILE NO. 458816 O.P.R.S.P.C.T.
N: 17219627.40
E: 1371405.59

P.O.T.
N: 17219691.52
E: 1371442.63
LAT: N27.905115
LONG: W097.301233

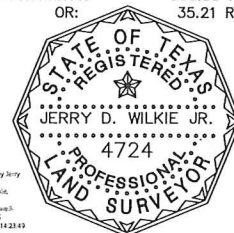
TX-SP-V-005.000
PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES COUNTY,
PORTION OF A CALLED 153.93 ACRES TRACT
FILE NO. 458816 O.P.R.S.P.C.T.



NOTES

- ALL BEARINGS & DISTANCES BEING GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), US SURVEY FOOT, DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY ATWELL, LLC ON AUGUST 6, 2019. LATITUDE AND LONGITUDE SHOWN HEREON BASED ON ACCESS ROAD: TOTAL DISTANCE ACROSS PROPERTY: 580.89 FEET OR: 35.21 RODS
- PROPERTY LINES HAVE BEEN ESTABLISHED BASED UPON FOUND MONUMENTS, MEASUREMENTS, AND EVIDENCE OBTAINED IN THE FIELD, ALONG WITH RECORDS AS PROVIDED BY THE CLIENT.
- THE OWNERSHIP OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON DEEDS PROVIDED BY THE CLIENT. NO OTHER RESEARCH WAS PERFORMED BY THE UNDERSIGNED SURVEYOR.
- ABSTRACT LINES AND INFORMATION SHOWN HEREON BASED ON AVAILABLE RECORDS, INCLUDING GENERAL OFFICE FILES (GLO)
- IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT AN ORIGINAL.
- THIS SURVEY WAS PERFORMED FOR THE SPECIFIC PURPOSE OF ESTABLISHING A BASELINE, MAPPING SELECTED FEATURES, AND LOCATING NECESSARY LAND LINES FOR EASEMENT.
- SEE EXHIBIT "A" SHEET 1 OF 2 FOR LEGAL DESCRIPTION.

TOTAL DISTANCE ACROSS PROPERTY: 100.40 FEET
OR: 6.08 RODS
AREA OF EASEMENT: 0.06 ACRES
AREA OF WORKSPACE: 0.00 ACRES
AREA OF ADDITIONAL WORKSPACE: 0.00 ACRES
TOTAL DISTANCE ACROSS PROPERTY: 580.89 FEET
OR: 35.21 RODS



JERRY D. WILKIE, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4724

EASEMENT PLAT

VOPAK BOUNDARY
EASEMENT AND RIGHT OF WAY
ACROSS THE PROPERTY OF
PORT OF CORPUS CHRISTI

REV.

2

DRAWING NAME

19002574 - 004.000 - PORT OF CORPUS CHRISTI



DRAWN	NH	DATE	08/22/19
CHECKED	JCH	DATE	08/22/19
APP'D	JDW	DATE	08/22/19
SCALE	1"=100'	PAGE	2 OF 2
REV#	DATE	DESC.	
JOB NO.	19002574		

EXHIBIT "A"

TX-SP-V-003.000
Joseph D. Cable, et al

STATE OF TEXAS
COUNTY OF SAN PATRICIO

Centerline description for a twenty-five (25') wide Easement and Right-of-Way situated in the John M. Swisher Survey, Abstract 394 in San Patricio County, Texas and J. Gerraghty Survey, Abstract 139 in San Patricio County, Texas and being over and across a portion of a called 531.47 acre (remaining tract for Joseph D. Cable, et al) as described in a deed to Port of Corpus Christi Authority of Nueces County, Texas, recorded in File No. 649208 of the Official Public Records of San Patricio County, Texas. Said twenty-five (25') wide Easement and Right-of-Way being twelve and a half (12.5') feet on either side of the herein described centerline description, (See Exhibit "B" for further clarification). Said Centerline being more particularly described as follows:

BEGINNING at a point on the northeast line of a called 531.47 acre (remaining tract for Joseph D. Cable, et al) as described in a deed to Port of Corpus Christi Authority of Nueces County, Texas, recorded in File No. 649208 of the Official Public Records of San Patricio County, Texas and being on the southwestern line of a called 138.56 acre tract of land as described in a deed to Port of Corpus Christi Authority of Nueces County, Texas, recorded in File No. 649208 of the Official Public Records of San Patricio County, Texas. Said point of Beginning having coordinates of North: 17222518.19 and East: 1369542.43. From said point of beginning USGS Station Quintana (one inch Brass Cap) bears South 35° 34' 14" East, a distance of 13722.30 feet.

THENCE along the centerline of the herein described Easement the following three (3) calls:

- 1) South 42° 02' 56" West, a distance of 94.04 feet to an angle point;
- 2) South 47° 57' 04" East, a distance of 153.52 feet to an angle point and
- 3) South 55° 02' 55" East, a distance of 509.75 feet to a point for the beginning of a curve to the right.

THENCE with said curve to the right (whose radius is 1255.19 feet, central angle is 04° 06' 03" and whose chord bears South 29° 07' 19" East, a distance of 89.82 feet) an arc distance of 89.84 feet to a point for the end of the curve.

THENCE continuing with the centerline of the herein described Easement and Right-of-Way, South 27° 04' 17" East, a distance of 971.72 feet to a point for the beginning of a curve to the left.

THENCE with said curve to the left (whose radius is 1610.19 feet, central angle is 30° 58' 40" and whose chord bears South 42° 33' 37" East, a distance of 860.01 feet) an arc distance of 870.57 feet to a point for the end of the curve.

THENCE continuing with the centerline of the herein described Easement and Right-of-Way, South 28° 59' 55" West, a distance of 502.23 feet an angle point and South 60° 21' 26" East, a distance of 311.38 feet to the POINT OF TERMINATION being located on the northwest right-of-way line of U.S. Highway 181.

Said centerline description being 3503.05 Linear Feet, or 212.31 Rods.
Area of easement and right-of-way being 2.01 acres.

WORK SPACE:

A strip of land being twenty-five feet (25') in width adjacent to and parallel to a portion of the above described centerline description on the northeast side (See Exhibit "B" details "A", for further clarification), and a strip of land being forty-five foot (45') in width adjacent to and parallel to a portion of the above described centerline description on the northwest, southwest, northeast and southeast side (See Exhibit "B" details "A", "B" and "C" for further clarification), extending or shortening the side lines of the Work Space to intersect with the boundary lines of the aforesaid 531.47 acre tract of land.

Area of Temporary workspace being 4.28 acres.

ADDITIONAL WORK SPACE:

Additional Workspace containing 1.33 acres, (See Exhibit "B" details "A", and "C" for location and further clarification).

All Coordinates, bearings and distances shown herein are grid, based upon the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, U.S. Survey Feet, as derived from an on the ground survey performed by Atwell, LLC conducted in August, 2019.

J. D. Wilkie
Jerry D. Wilkie, Jr.
Registered Professional Land Surveyor
Registration No. 4724
Atwell, LLC
Firm Registration No. 10194153
10101 Reunion Place, Suite 350
San Antonio, Texas 78216
210-536-6755
210-861-0733 cell



EXHIBIT "B"

SAN PATRICIO COUNTY, TEXAS
JOHN M. SWISHER SURVEY, ABSTRACT 394
JOHN GERRAGHTY SURVEY, ABSTRACT 139

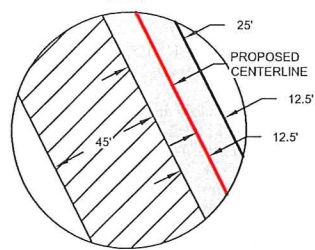
LEGEND

O.P.R.S.P.C.T. OFFICIAL PUBLIC RECORDS OF SAN PATRICIO COUNTY, TEXAS
 D.R.S.P.C.T. DEED RECORDS OF SAN PATRICIO COUNTY, TEXAS
 N.T.S. NOT TO SCALE
 P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING
 P.O.T. POINT OF TERMINATION
 P.O.I. POINT OF INTERSECTION
 A.W.S. ADDITION WORKSPACE
 PROPOSED CENTERLINE
 FOUND PROPERTY CORNER
 EXISTING PIPELINES
 CL EASEMENT
 WORKSPACE
 ADDITIONAL WORKSPACE

U.S.G.S. STATION QUINTANA
 BEARS S 35°34'14" E - 13722.30'
 N: 17211356.49
 E: 1377524.78

P.O.B.
 N: 17222518.19
 E: 1369542.43
 LAT: N27.912939
 LONG: W097.307033

DETAIL "B"
 N.T.S.



LINE #	BEARING	LENGTH
L9	S60°21'28"E	93.40'
L10	S31°37'34"W	481.52'
L11	S60°01'22"E	13.77'

J. KEATING SURVEY, ABSTRACT 180
 J. GERRAGHTY SURVEY, ABSTRACT 139

Line #/Curve #	Length	Direction/Delta	Radius
L1	94.04	S42°02'55"V	
L2	153.52	S47°57'04"E	
L3	509.75	S55°02'55"E	
C1	89.84	4°06'03"	1255.19
L5	971.72	S27°04'17"E	
C2	870.57	30°58'40"	1610.19
L7	502.23	S28°59'55"V	
L8	311.38	S60°21'26"E	

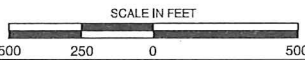
J.M. SWISHER SURVEY, ABSTRACT 394
 J. GERRAGHTY SURVEY, ABSTRACT 139

TX-SP-V-003.000

**JOSEPH D. CABLE, JOSEPH EDWARD GARRETT III,
 CHRISTOPHER H. CABLE, SUSAN GARRETT WRIGHT,
 KATHERINE S. CABLE, JASON G. JAMIESON, &
 MELISSA L. JAMIESON, INDEPENDENT ADMINISTRATOR
 FOR THE ESTATE OF JEFFREY G. JAMIESON,
 DECEASED**

DESCRIBED AS REMAINING PORTION OF 393.72 ACRES
 FILE NO. 649208 O.P.R.S.P.C.T.

1/2" IRON ROD FOR THE SOUTH CORNER
 OF A PORTION OF CALLED 531.47 ACRES TRACT
 FILE NO. 649208 O.P.R.S.P.C.T.
 N: 17218060.52
 E: 1369792.07



JOSEPH D. CABLE, ET AL

MAIN LINE TOTAL DISTANCE ACROSS PROPERTY: 3503.05 FEET
 OR: 212.31 RODS
 AREA OF EASEMENT: 2.01 ACRES
 AREA OF WORKSPACE: 4.28 ACRES
 AREA OF ADDITIONAL WORKSPACE: 1.33 ACRES

ACCESS ROAD TOTAL DISTANCE ACROSS PROPERTY: 588.69 FEET
 OR: 35.68 RODS
 AREA OF EASEMENT: 0.26 ACRES

NOTES

- ALL MEASUREMENTS AND DISTANCES WERE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983. THE SURVEY WAS PERFORMED BY JERRY D. WILKIE, JR., A LICENSED LAND SURVEYOR, ON 08/22/19. THE SURVEY WAS PERFORMED IN THE PRESENCE OF THE PROPERTY OWNERS AND A WITNESS. THE SURVEY WAS PERFORMED IN THE PRESENCE OF THE PROPERTY OWNERS AND A WITNESS. THE SURVEY WAS PERFORMED IN THE PRESENCE OF THE PROPERTY OWNERS AND A WITNESS.
- PROPERTY LINES HAVE BEEN ESTABLISHED BASED UPON FOUND CORNERS AND MEASUREMENTS. THE PROPERTY LINES HAVE BEEN ESTABLISHED BASED UPON FOUND CORNERS AND MEASUREMENTS. THE PROPERTY LINES HAVE BEEN ESTABLISHED BASED UPON FOUND CORNERS AND MEASUREMENTS.
- THE OWNERSHIP OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON RECORDS PROVIDED BY THE CLIENT. NO OTHER RESEARCH WAS PERFORMED BY THE UNDERSIGNED SURVEYOR.
- ABSTRACT LINES AND INFORMATION SHOWN HEREIN ARE BASED ON AVAILABLE RECORDS, INCLUDING RECORDS OF THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983. THE SURVEY WAS PERFORMED BY JERRY D. WILKIE, JR., A LICENSED LAND SURVEYOR, ON 08/22/19. THE SURVEY WAS PERFORMED IN THE PRESENCE OF THE PROPERTY OWNERS AND A WITNESS. THE SURVEY WAS PERFORMED IN THE PRESENCE OF THE PROPERTY OWNERS AND A WITNESS.
- IF THIS PLAN AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR, THESE PLANS AND DESCRIPTIONS SHALL BE CONSIDERED AS A COPY AND NOT AN ORIGINAL.
- THIS SURVEY WAS PERFORMED FOR THE SPECIFIC PURPOSE OF ESTABLISHING A BOUNDARY, IMPROVING SURVEYED FEATURES, AND LOCATING NECESSARY LAND LINES FOR EASEMENT.
- SEE EXHIBIT "A" SHEET 1 OF 3 FOR LEGAL DESCRIPTION.



J.D. Wilkie

Digitally signed by Jerry Wilkie
 DN: cn=Jerry Wilkie, o=J.D. Wilkie, ou=J.D. Wilkie, email=jerry.wilkie@att.net, c=US
 Date: 2019.08.23 08:24:36 -0500



JERRY D. WILKIE, JR.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 4724

EASEMENT PLAT

**VOPAK BOUNDARY
 EASEMENT AND RIGHT OF WAY
 ACROSS THE PROPERTY OF
 JOSEPH D. CABLE, ET AL**

REV. 1 DRAWING NAME 19002574 - 003.000 - JOSEPH D. CABLE, ET AL



DRAWN	JGH	DATE	08/22/19
CHECKED	JCH	DATE	08/22/19
APP'D	JDW	DATE	08/22/19
SCALE	1"=1000'	PAGE	2 OF 3
REV#	DATE	DESC.	
1	08/26/19	CLIENT REQUEST.	
JOB NO.		19002546	

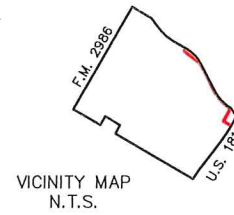
EXHIBIT "B"

SAN PATRICIO COUNTY, TEXAS
JOHN M. SWISHER SURVEY, ABSTRACT 394
JOHN GERRAGHTY SURVEY, ABSTRACT 139

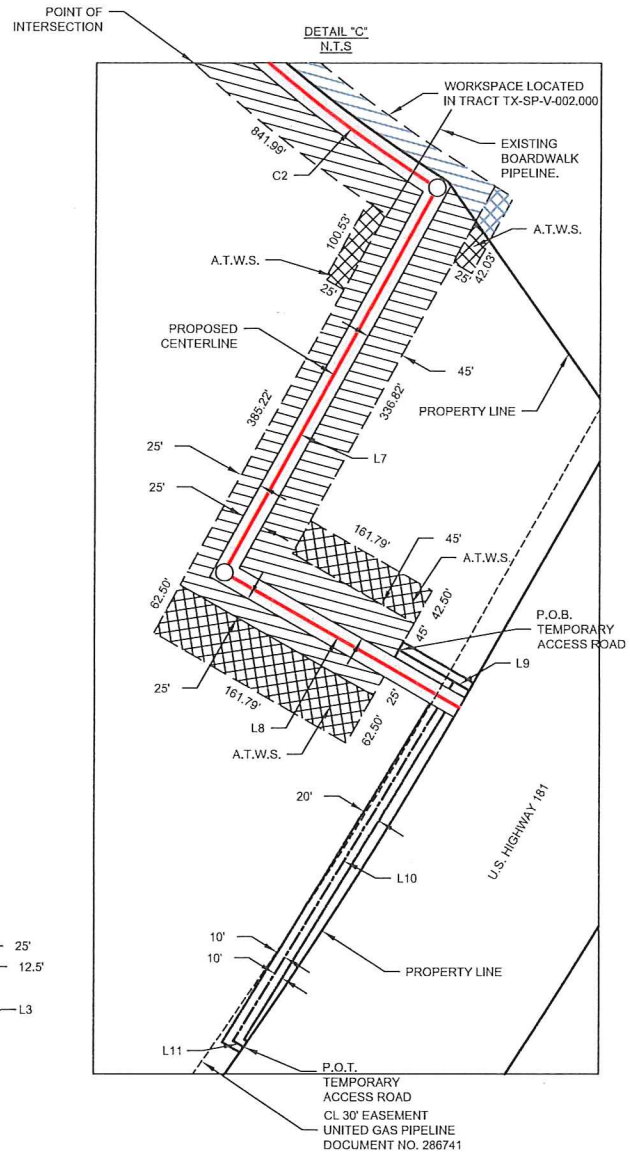
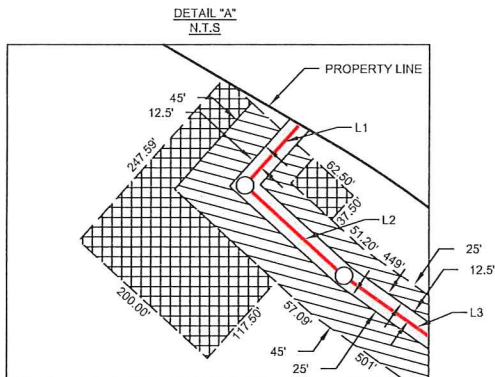
LEGEND

O.P.R.S.P.C.T.
D.R.S.P.C.T.
N.T.S.
P.O.C.
P.O.B.
P.O.T.
P.O.I.
A.W.S.

OFFICIAL PUBLIC RECORDS OF SAN PATRICIO COUNTY, TEXAS
DEED RECORDS OF SAN PATRICIO COUNTY, TEXAS
NOT TO SCALE
POINT OF COMMENCEMENT
POINT OF BEGINNING
POINT OF TERMINATION
POINT OF INTERSECTION
ADDITION WORKSPACE
PROPOSED CENTERLINE
FOUND PROPERTY CORNER
EXISTING PIPELINES
CL EASEMENT
WORKSPACE
ADDITIONAL WORKSPACE



P.I. LINE TABLE		
P.I. #	STATE PLANE	GEOGRAPHIC
1	N:17222448.36 E:1369479.44	LAT: N27.912748 LONG: W097.307230
2	N:17222345.53 E:1369593.45	LAT: N27.912463 LONG: W097.306880
3	N:17222053.51 E:1370011.25	LAT: N27.911649 LONG: W097.305595
4	N:17221975.05 E:1370054.97	LAT: N27.911432 LONG: W097.305462
5	N:17221109.79 E:1370497.20	LAT: N27.909041 LONG: W097.304118
6	N:17220476.34 E:1371078.88	LAT: N27.907283 LONG: W097.302336
7	N:17220037.07 E:1370835.40	LAT: N27.906081 LONG: W097.303103



EASEMENT PLAT

VOPAK BOUNDARY
EASEMENT AND RIGHT OF WAY
ACROSS THE PROPERTY OF
JOSEPH D. CABLE, ET AL

REV.
1

DRAWING NAME

19002574 - 003.000 - JOSEPH D. CABLE, ET AL



DRAWN		JGH	DATE	08/22/19	
CHECKED		JCH	DATE	08/22/19	
APP'D		JDW	DATE	08/22/19	
SCALE		N.T.S.	PAGE	3 OF 3	
REV#	DATE		DESC.		
1	08/26/19		CLIENT REQUEST.		
JOB NO.		19002546			

EXHIBIT "A"

TX-SP-V-002.000
Port of Corpus Christi
Authority of Nueces County, Texas

STATE OF TEXAS
COUNTY OF SAN PATRICIO

Centerline description for a twenty-five (25') wide Easement and Right-of-Way situated in the John M. Swisher Survey, Abstract 394 in San Patricio County, Texas and being over and across a portion of a called 138.56 acre tract of land as described in a deed to Port of Corpus Christi Authority of Nueces County, Texas, recorded in File No. 649208 of the Official Public Records of San Patricio County, Texas. Said twenty-five (25') wide Easement and Right-of-Way being twelve and a half (12.5') feet on either side of the herein described centerline description. (See Exhibit "B" for further clarification). Said Centerline being more particularly described as follows:

BEGINNING at a point on the southwest line of a called 72.479 acre tract of land as described in a deed to Port of Corpus Christi Authority of Nueces County, Texas, recorded in File No. 646771 of the Official Public Records of San Patricio County, Texas, same being a northern line of a called 138.56 acre tract of land as described in a deed to Port of Corpus Christi Authority of Nueces County, Texas, recorded in File No. 649208 of the Official Public Records of San Patricio County, Texas. Said point of Beginning having coordinates of North: 17222752.81 and East: 1369754.05. From said point of beginning USGS Station Quintana (one inch Brass Cap) bears South 34° 17' 18" East, a distance of 13793.49 feet.

THENCE along the centerline of the herein described Easement the following one (1) calls:

- 1) South 42° 02' 56" West, a distance of 315.96 feet to the POINT OF TERMINATION being located on the southwest line of the aforesaid 138.56 acre tract of land as described in a deed to Port of Corpus Christi Authority of Nueces County, Texas, recorded in File No. 656771 of the Official Public Records of San Patricio County, Texas and being on a northern line of a called 531.47 acre remaining tract for Joseph D. Cable, et al) as described in a deed to Port of Corpus Christi Authority of Nueces County, Texas, recorded in File No. 649208 of the Official Public Records of San Patricio County, Texas.

Said centerline description being 315.96 Linear Feet, or 19.15 Rods.
Area of easement and right-of-way being 0.18 acres.

All Coordinates, bearings and distances shown herein are grid, based upon the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, U.S. Survey Feet, as derived from an on the ground survey performed by Atwell, LLC conducted in August, 2019.

J.D. Wilkie, Jr.
Digitally signed by Jerry D. Wilkie, Jr.
DN: cn=Jerry D. Wilkie, Jr., email=jerry@atwell-llc.com, c=US
Date: 2019.08.27 15:16:52 -0500

Jerry D. Wilkie, Jr.
Registered Professional Land Surveyor
Registration No. 4724
Atwell, LLC
Firm Registration No. 10194153
10101 Reunion Place, Suite 350
San Antonio, Texas 78216
210-536-6755
210-861-0733 cell



EXHIBIT "A"

TX-SP-V-002.000
Port of Corpus Christi
Authority of Nueces County, Texas

STATE OF TEXAS
COUNTY OF SAN PATRICIO

VARIABLE WIDTH
TEMPORARY WORKSPACE

Description for a variable width temporary workspace situated in the John M. Swisher Survey, Abstract 394 and the J. Gerraghty Survey, Abstract 139 in San Patricio County, Texas and being over and across a portion of a called 138.56 acre tract of land as described in a deed to Port of Corpus Christi Authority of Nueces County, Texas, recorded in File No. 649208 of the Official Public Records of San Patricio County, Texas. (See Exhibit "B" for further clarification). Said Temporary Workspace being more particularly described as follows:

BEGINNING at a point on the southwest line of a called 138.56 acre tract of land as described in a deed to Port of Corpus Christi Authority of Nueces County, Texas, recorded in File No. 649208 of the Official Public Records of San Patricio County, Texas. Said point of Beginning having coordinates of North: 17222117.72 and East: 1369984.85. From said point of beginning USGS Station Quintana (one inch Brass Cap) bears South 35° 01' 02" East, a distance of 13139.81 feet.

THENCE with the north line of the herein described Temporary workspace, South 55° 02' 55" East, a distance of 66.71 feet to a corner of this Temporary workspace.

THENCE with a curve to the right (whose radius is 1292.69 feet, central angle is 04° 27' 17" and whose chord bears South 29° 17' 56" East, a distance of 100.48 feet) an arc distance of 100.50 feet to the end of the curve.

THENCE continuing along the east line of this Temporary workspace, South 27° 04' 17" East, a distance of 971.72 feet to a point for a curve to the left.

THENCE with a curve to the left (whose radius is 1572.69 feet, central angle is 31° 11' 49" and whose chord bears South 42° 40' 12" East, a distance of 845.78 feet) an arc distance of 856.31 feet to the end of the curve.

THENCE continuing along the east line of this Temporary workspace, South 57° 18' 19" East, a distance of 49.68 feet to a point for the east corner of this Temporary workspace.

THENCE with the southeasterly line of this Temporary workspace, South 28° 59' 55" West, a distance of 46.03 feet to a point for the south corner of this Temporary workspace.

THENCE with the westerly line of this Temporary workspace, North 35° 27' 22" West, a distance of 49.88 feet to an angle point.

THENCE North 28° 59' 55" East, a distance of 2.48 feet to an angle point.

THENCE North 58° 22' 18" West, a distance of 5.76 feet to a point for the beginning of a curve to the right.

THENCE with a curve to the right (whose radius is 1597.69 feet, central angle is 31° 11' 49" and whose chord bears North 42° 40' 12" West, a distance of 859.22 feet) an arc distance of 869.93 feet to the end of the curve.

THENCE continuing along the westerly line of this Temporary workspace, North 27° 04' 17" West, a distance of 971.72 feet to a point for the beginning of a curve to the left.

THENCE with a curve to the left (whose radius is 1267.69 feet, central angle is 07° 12' 11" and whose chord bears North 30° 40' 17" East, a distance of 159.26 feet) an arc distance of 159.37 feet to the place of the beginning.

Area of Temporary workspace being 1.17 acres.

All Coordinates, bearings and distances shown herein are grid, based upon the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, U.S. Survey Feet, as derived from an on the ground survey performed by Atwell, LLC conducted in August, 2019.

J.D. Wilkie
Digitally signed by Jerry D. Wilkie, Jr.
DN: cn=Jerry D. Wilkie, c=US, email=jerry@atwell-llc.com, o=Atwell, LLC
Date: 2019.08.27 15:15:09 -05:00

Jerry D. Wilkie, Jr.
Registered Professional Land Surveyor
Registration No. 4724
Atwell, LLC
Firm Registration No. 10194153
10101 Reunion Place, Suite 350
San Antonio, Texas 78216
210-536-6755
210-861-0733 cell



EXHIBIT "A"

TX-SP-V-002.000
Port of Corpus Christi
Authority of Nueces County, Texas

STATE OF TEXAS
COUNTY OF SAN PATRICIO

EASEMENT and RIGHT-OF-WAY
SEE DETAIL "C" on EXHIBIT "B"

Description for an Easement and Right-of-Way situated in the J. Gerraghty Survey, Abstract 139 in San Patricio County, Texas and being over and across a portion of a called 138.56 acre tract of land as described in a deed to Port of Corpus Christi Authority of Nueces County, Texas, recorded in File No. 649208 of the Official Public Records of San Patricio County, Texas. (See Exhibit "B" Detail "C" for further clarification). Said Easement and Right-of-way being more particularly described as follows:

BEGINNING at a point on the southern line of a called 138.56 acre tract of land as described in a deed to Port of Corpus Christi Authority of Nueces County, Texas, recorded in File No. 649208 of the Official Public Records of San Patricio County, Texas. Said point of Beginning having coordinates of North: 17220478.53 and East: 1371094.38. From said point of beginning USGS Station Quintana (one inch Brass Cap) bears South 35° 10' 52" East, a distance of 11160.71 feet.

THENCE with the southern line of this Easement and Right-of-way, North 35° 27' 22" West, a distance of 6.37 feet to a point for the north corner of the herein described Easement and Right-of-Way.

THENCE with the northern line of this Easement and Right-of-way, South 58° 22' 18" East, a distance of 5.76 feet to a point for the east corner of the herein described Easement and Right-of-Way.

THENCE with the southeast line of this Easement and Right-of-way, South 28° 59' 55" West, a distance of 2.48 feet to the place of the beginning.

All Coordinates, bearings and distances shown herein are grid, based upon the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, U.S. Survey Feet, as derived from an on the ground survey performed by Atwell, LLC conducted in August, 2019.

J. D. Wilkie
Digitally signed by Jerry Wilkie
DN: cn=Jerry Wilkie, o=Atwell,
ou=Engineering/Map/Parcel/
Group.com, c=US
Date: 2019.08.27 15:16:07
+0500

Jerry D. Wilkie, Jr.
Registered Professional Land Surveyor
Registration No. 4724
Atwell, LLC
Firm Registration No. 10194153
10101 Reunion Place, Suite 350
San Antonio, Texas 78216
210-536-6755
210-861-0733 cell



EXHIBIT "B"

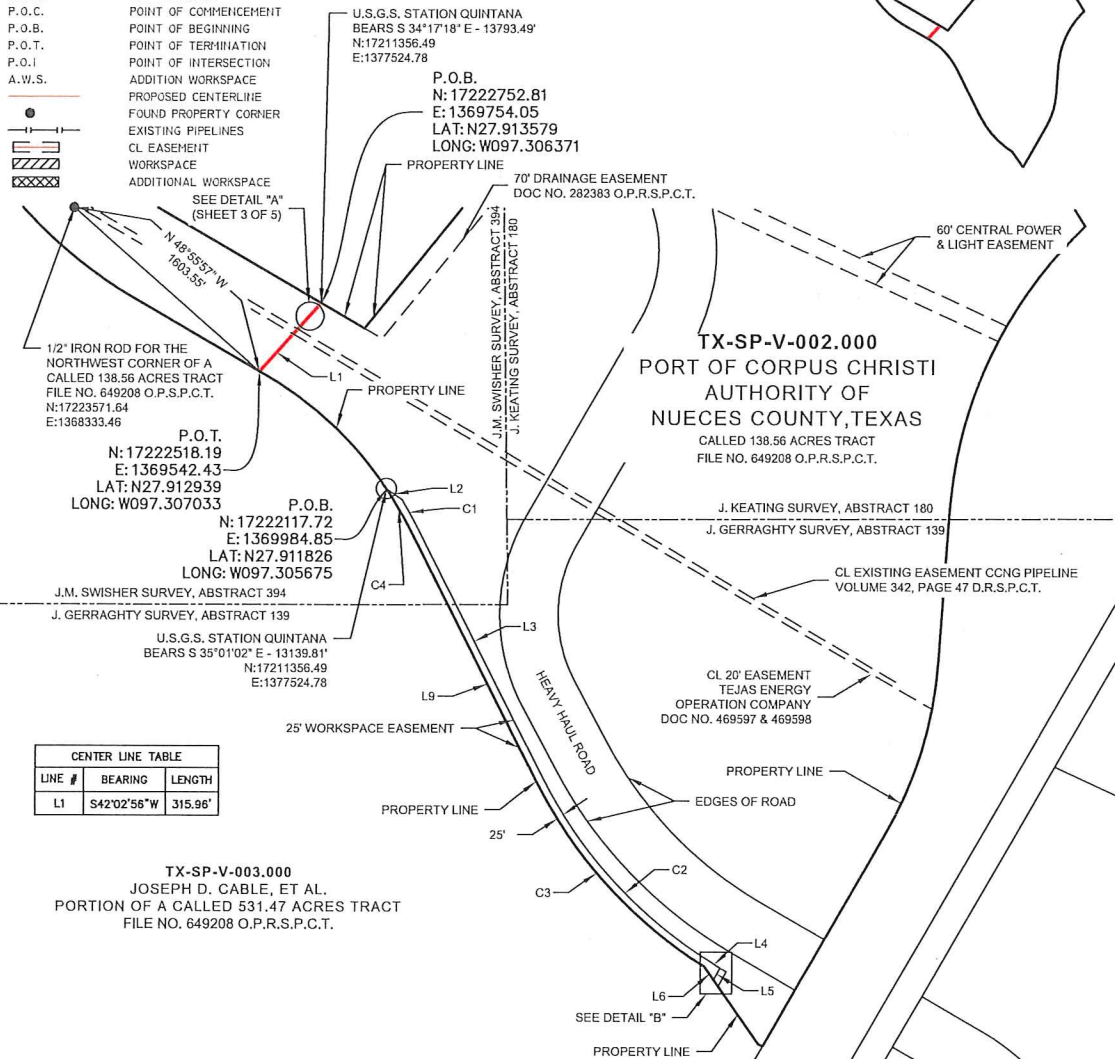
SAN PATRICIO COUNTY, TEXAS
JOHN M. SWISHER SURVEY, ABSTRACT 394
JOHN GERRAGHTY SURVEY, ABSTRACT 139

VICINITY MAP
N.T.S.**LEGEND**

O.P.R.S.P.C.T.
 D.R.S.P.C.T.
 N.T.S.
 P.O.C.
 P.O.B.
 P.O.T.
 P.O.I.
 A.W.S.

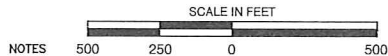
OFFICIAL PUBLIC RECORDS OF SAN PATRICIO COUNTY, TEXAS
 DEED RECORDS OF SAN PATRICIO COUNTY, TEXAS
 NOT TO SCALE

POINT OF COMMENCEMENT
 POINT OF BEGINNING
 POINT OF TERMINATION
 POINT OF INTERSECTION
 ADDITION WORKSPACE
 PROPOSED CENTERLINE
 FOUND PROPERTY CORNER
 EXISTING PIPELINES
 CL EASEMENT
 WORKSPACE
 ADDITIONAL WORKSPACE



CENTER LINE TABLE		
LINE #	BEARING	LENGTH
L1	S42°02'56\"W	315.96'

TX-SP-V-003.000
 JOSEPH D. CABLE, ET AL.
 PORTION OF A CALLED 531.47 ACRES TRACT
 FILE NO. 649208 O.P.R.S.P.C.T.



- NOTES**
- ALL BEARINGS & DISTANCES BEING GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), US SURVEY FOOT. DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY ATWELL, LLC ON AUGUST 6, 2019. LATITUDE AND LONGITUDE SHOWN HEREON BASED ON NORTH AMERICAN DATUM OF 1983 (NAD83), US SURVEY FOOT.
 - PROPERTY LINES HAVE BEEN ESTABLISHED BASED UPON FOUND MONUMENTS, MEASUREMENTS, AND EVIDENCE OBTAINED IN THE FIELD, ALONG WITH RECORDS AS PROVIDED BY THE CLIENT.
 - THE OWNERSHIP OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON DEEDS PROVIDED BY THE CLIENT. NO OTHER RESEARCH WAS PERFORMED BY THE UNDERSIGNED SURVEYOR.
 - ABSTRACT LINES AND INFORMATION SHOWN HEREON BASED ON AVAILABLE RECORDS, INCLUDING GENERAL OFFICE FILES (GLO)
 - IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT AN ORIGINAL.
 - THIS SURVEY WAS PERFORMED FOR THE SPECIFIC PURPOSE OF ESTABLISHING A BASELINE, MAPPING SELECTED FEATURES, AND LOCATING NECESSARY LAND LINES FOR EASEMENT.
 - SEE EXHIBIT "A" SHEET 1-3 OF 5 FOR LEGAL DESCRIPTION.



PORT OF CORPUS CHRISTI
 TOTAL DISTANCE ACROSS PROPERTY: 315.96 FEET
 OR: 19.15 RODS
 AREA OF EASEMENT: 0.18 ACRES
 AREA OF WORKSPACE: 1.17 ACRES
 AREA OF ADDITIONAL WORKSPACE: 0.03 ACRES

JERRY D. WILKIE, JR.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 4724

**EASEMENT PLAT**

**VOPAK BOUNDARY
 EASEMENT AND RIGHT OF WAY
 ACROSS THE PROPERTY OF
 PORT OF CORPUS CHRISTI**

REV. **1** DRAWING NAME
 19002574 - 002.000 - PORT OF CORPUS CHRISTI



DRAWN	JGH	DATE	08/22/19
CHECKED	JCH	DATE	08/22/19
APP'D	JDW	DATE	08/22/19
SCALE	1"=1000'	PAGE	4 OF 5
REV#	DATE	DESC.	
1	08/27/19	CLIENT REQUEST.	
JOB NO.		19002546	

EXHIBIT "B"

314

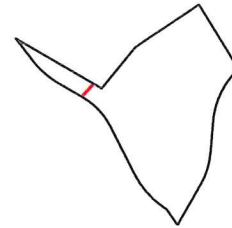
SAN PATRICIO COUNTY, TEXAS JOHN M. SWISHER SURVEY, ABSTRACT 394 JOHN GERRAGHTY SURVEY, ABSTRACT 139

VICINITY MAP
N.T.S.

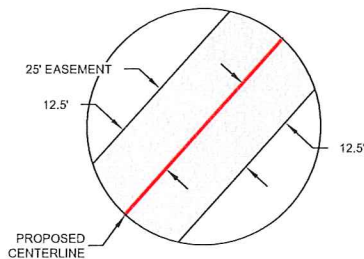
LEGEND

O.P.R.S.P.C.T.
D.R.S.P.C.T.
N.T.S.
P.O.C.
P.O.B.
P.O.T.
P.O.I.
A.W.S.

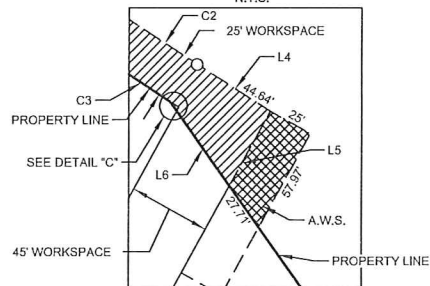
OFFICIAL PUBLIC RECORDS OF SAN PATRICIO COUNTY, TEXAS
DEED RECORDS OF SAN PATRICIO COUNTY, TEXAS
NOT TO SCALE
POINT OF COMMENCEMENT
POINT OF BEGINNING
POINT OF TERMINATION
POINT OF INTERSECTION
ADDITION WORKSPACE
PROPOSED CENTERLINE
FOUND PROPERTY CORNER
EXISTING PIPELINES
CL EASEMENT
WORKSPACE
ADDITIONAL WORKSPACE



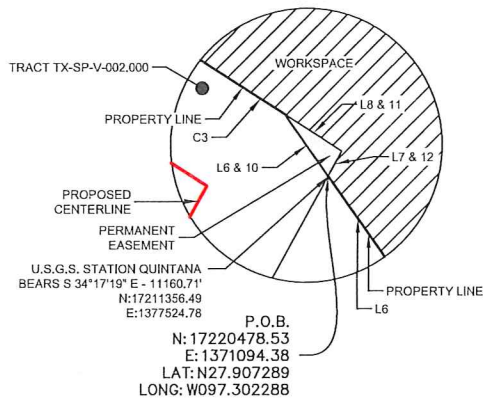
DETAIL "A"
N.T.S.



DETAIL "B"
N.T.S.



DETAIL "C"
N.T.S.



WORKSPACE TABLE			
Line #/Curve #	Length	Direction/Delta	Radius
L2	66.71'	S55°02'55"E	
C1	100.50'	4°27'17"	1292.69'
L3	971.72'	S27°04'17"E	
C2	856.31'	31°11'49"	1572.69'
L4	49.68'	S57°18'19"E	
L5	46.03'	S28°59'55"W	
L6	49.88'	N35°27'22"W	
L7	2.48'	N28°59'55"E	
L8	5.76'	N58°22'18"W	
C3	869.93'	31°11'49"	1597.69'
L9	971.72'	N27°04'17"W	
C4	159.37'	7°12'11"	1267.69'

NOTES

- ALL BEARINGS & DISTANCES BEING GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), US SURVEY FOOT, DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY ATWELL, LLC ON AUGUST 6, 2019. LATITUDE AND LONGITUDE SHOWN HEREON BASED ON NORTH AMERICAN DATUM OF 1983 (NAD83), US SURVEY FOOT.
- PROPERTY LINES HAVE BEEN ESTABLISHED BASED UPON FOUND MONUMENTS, MEASUREMENTS, AND EVIDENCE OBTAINED IN THE FIELD, ALONG WITH RECORDS AS PROVIDED BY THE CLIENT.
- THE OWNERSHIP OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON DEEDS PROVIDED BY THE CLIENT. NO OTHER RESEARCH WAS PERFORMED BY THE UNDERSIGNED SURVEYOR.
- ABSTRACT LINES AND INFORMATION SHOWN HEREON BASED ON AVAILABLE RECORDS, INCLUDING GENERAL OFFICE FILES (GLO)
- IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT AN ORIGINAL.
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- SEE EXHIBIT "A" SHEET 1-3 OF 5 FOR LEGAL DESCRIPTION.

EASEMENT TABLE		
LINE #	BEARING	LENGTH
L10	N35°27'22"W	6.37'
L11	S58°22'18"E	5.76'
L12	S28°59'55"W	2.48'

EASEMENT PLAT

VOPAK BOUNDARY
EASEMENT AND RIGHT OF WAY
ACROSS THE PROPERTY OF
PORT OF CORPUS CHRISTI



DRAWN		JGH	DATE	08/22/19
CHECKED		JCH	DATE	08/22/19
APP'D		JDW	DATE	08/22/19
SCALE		N.T.S.	PAGE	5 OF 5
REV#	DATE	DESC.		
1	08/27/19	CLIENT REQUEST.		
JOB NO.		19002546		

REV.
1

DRAWING NAME

19002574 - 002.000 - PORT OF CORPUS CHRISTI

EXHIBIT "A"

TX-SP-V-005.000
Port of Corpus Christi
Authority of Nueces County, Texas

STATE OF TEXAS
COUNTY OF SAN PATRICIO

Centerline description for a twenty-five (25') wide Easement and Right-of-Way situated in the Thomas T. Williamson Survey, Abstract 287 in San Patricio County, Texas and being over and across a portion of a called 153.93 acre tract of land as described in a deed to Port of Corpus Christi Authority of Nueces County, Texas, recorded in File No. 458816 of the Official Public Records of San Patricio County, Texas. Said twenty-five (25') wide Easement and Right-of-Way being twelve and a half (12.5') feet on either side of the herein described centerline description, (See Exhibit "B" for further clarification). Said Centerline being more particularly described as follows:

BEGINNING at a point on the northwest line of a called 153.93 acre tract of land as described in a deed to Port of Corpus Christi Authority of Nueces County, Texas, recorded in File No. 458816 of the Official Public Records of San Patricio County, Texas, same being the southeast line of a called 7.37 acre tract of land as described in a deed to Berryman Properties, Ltd., recorded in File No. 539811 of the Official Public Records of San Patricio County, Texas. Said point of Beginning having coordinates of North: 17219691.52 and East: 137442.63. From said point of beginning USGS Station Quintana (one inch Brass Cap) bears South 36° 07' 07" East, a distance of 10318.20 feet.

THENCE along the centerline of the herein described Easement the following five (5) calls:

- 1) South 60° 21' 26" East, a distance of 206.48 feet to an angle point;
- 2) South 42° 41' 49" East, a distance of 112.78 feet to an angle point;
- 3) South 65° 18' 45" East, a distance of 3063.78 feet to an angle point;
- 4) South 75° 13' 00" East, a distance of 116.28 feet to an angle point and
- 5) South 65° 18' 45" East, a distance of 597.92 feet to the POINT OF TERMINATION being located on the southeast line of the aforesaid 153.93 acre tract of land and the northwest line of a called 930.28 acres tract of land as described in a deed to Port of Corpus Christi Authority of Nueces County, Texas, recorded in File No. 458816 of the Official Public Records of San Patricio County, Texas.

Said centerline description being 4097.24 Linear Feet, or 248.32 Rods.
Area of easement and right-of-way being 2.35 acres.

WORK SPACE:

A twenty-five foot (25') and a twenty foot (20') wide strip of land parallel with and adjacent to a portion of the above described easement and Right-of-Way on the south side, (See Exhibit "B" detail "A" and "C" for further clarification), a sixty-five (65') and a forty-five-foot (45') wide strip of land parallel with and adjacent to a portion of the above described Easement and Right-of-Way on the north side. (See Exhibit "B" detail "A", "B" and "C" for further clarification), extending or shortening the side lines of the Work Space to intersect with the boundary lines of the aforesaid 153.93 acre tract of land.

Said Work Space containing 5.63 acres.

ADDITIONAL WORK SPACE:

Additional Workspace containing 0.83 acres, (See Exhibit "B" detail "A" and "C" for further clarification).

All Coordinates, bearings and distances shown herein are grid, based upon the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, U.S. Survey Feet, as derived from an on the ground survey performed by Atwell, LLC conducted in August, 2019.

J.D. Wilkie
Digitally signed by Jerry Wilkie
DN: cn=Jerry Wilkie, o=Atwell, ou,
email=jerry.wilkie@atwell.com,
c=US
Date: 2019.08.26 14:42:58 -0500

Jerry D. Wilkie, Jr.
Registered Professional Land Surveyor
Registration No. 4724
Atwell, LLC
Firm Registration No. 10194153
10101 Reunion Place, Suite 350
San Antonio, Texas 78216
210-536-6755
210-861-0733 cell



EXHIBIT "B"

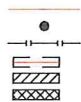
SAN PATRICIO COUNTY, TEXAS

THOMAS T. WILLIAMSON SURVEY, ABSTRACT 287

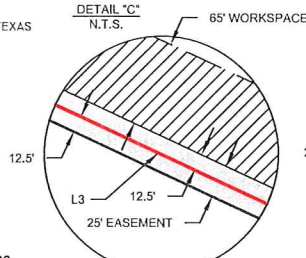
LEGEND

O.P.R.S.P.C.T.
D.R.S.P.C.T.
N.T.S.
P.O.C.
P.O.B.
P.O.T.
P.O.I.
A.W.S.

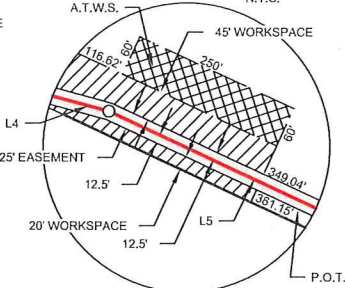
OFFICIAL PUBLIC RECORDS OF SAN PATRICIO COUNTY, TEXAS
DEED RECORDS OF SAN PATRICIO COUNTY, TEXAS
NOT TO SCALE
POINT OF COMMENCEMENT
POINT OF BEGINNING
POINT OF TERMINATION
POINT OF INTERSECTION
ADDITION WORKSPACE
PROPOSED CENTERLINE
FOUND PROPERTY CORNER
EXISTING PIPELINES
CL EASEMENT
WORKSPACE
ADDITIONAL WORKSPACE



DETAIL "C"



DETAIL "D"



TX-SP-V-004.000
BERRYMAN PROPERTIES, LTD
CALLED 7.37 ACRES
FILE NO. 539811 O.P.R.S.P.C.T.

TX-SP-V-005.000
PORT OF CORPUS CHRISTI
AUTHORITY OF NUECES
COUNTY, TEXAS
TRACT 1
CALLED 153.93 ACRES
FILE NO. 458816 O.P.R.S.P.C.T.

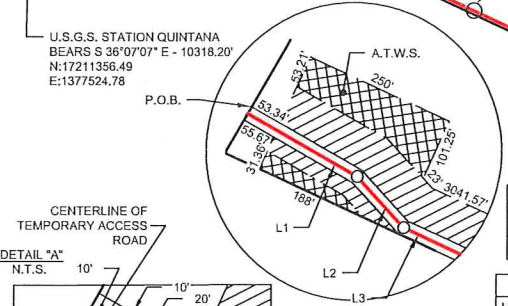
P.I. #	STATE PLANE	GEOGRAPHIC
1	N:17219589.40 E:1371622.08	LAT: N27.904830 LONG: W97.300680
2	N:17219506.51 E:1371698.56	LAT: N27.904600 LONG: W97.300446
3	N:17218226.86 E:1374482.32	LAT: N27.901007 LONG: W97.291866
4	N:17218197.19 E:1374594.75	LAT: N27.900923 LONG: W97.291519

P.O.B.
N: 17219691.52
E: 1371442.63
LAT: N27.905115
LONG: W097.301233

P.O.T.
N: 17219589.40
E: 1371622.08
LAT: N27.904830
LONG: W097.300680

P.O.I.
N: 17219506.51
E: 1371698.56
LAT: N27.904600
LONG: W097.300446

U.S.G.S. STATION QUINTANA
BEARS S 36°07'07" E - 10318.20'
N: 17211356.49
E: 1377524.78



LINE #	BEARING	LENGTH
L6	N60°21'28"W	52.52'

LINE #	BEARING	LENGTH
L1	S60°21'26"E	206.48'
L2	S42°41'49"E	112.78'
L3	S65°18'45"E	3063.78'
L4	S75°13'00"E	116.28'
L5	S65°18'45"E	597.92'

FND. 1/2" I.R. FOR THE SOUTHEAST CORNER
OF A CALLED 153.93 ACRES TRACT
FILE NO. 458816 O.P.R.S.P.C.T.
N: 17217914.20
E: 1375132.47

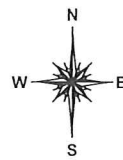
EDGE OF 14.23 ACRE DRAINAGE EASEMENT
DOC NO. 647946 O.P.R.S.P.C.T.

PORT OF CORPUS CHRISTI

TOTAL DISTANCE ACROSS PROPERTY: 4097.24 FEET
OR: 248.32 RODS
AREA OF EASEMENT: 2.35 ACRES
AREA OF WORKSPACE: 5.63 ACRES
AREA OF ADDITIONAL WORKSPACE: 0.83 ACRES
ACCESS ROAD: TOTAL DISTANCE ACROSS PROPERTY: 52.52 FEET
OR: 3.18 RODS

SCALE IN FEET
500 250 0 500

- ALL BEARINGS & DISTANCES BEING GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), US SURVEY FOOT. DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY ATWELL, LLC ON AUGUST 6, 2019. LATITUDE AND LONGITUDE SHOWN HEREON BASED ON NORTH AMERICAN DATUM OF 1983 (NAD83), US SURVEY FOOT.
- PROPERTY LINES HAVE BEEN ESTABLISHED BASED UPON FOUND MONUMENTS, MEASUREMENTS, AND EVIDENCE OBTAINED IN THE FIELD, ALONG WITH RECORDS AS PROVIDED BY THE CLIENT.
- THE OWNERSHIP OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON DEEDS PROVIDED BY THE CLIENT. NO OTHER RESEARCH WAS PERFORMED BY THE UNDERSIGNED SURVEYOR.
- ABSTRACT LINES AND INFORMATION SHOWN HEREON BASED ON AVAILABLE RECORDS, INCLUDING GENERAL OFFICE FILES (GLO).
- IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT AN ORIGINAL.
- THIS SURVEY WAS PERFORMED FOR THE SPECIFIC PURPOSE OF ESTABLISHING A BASELINE, MAPPING SELECTED FEATURES, AND LOCATING NECESSARY LAND LINES FOR EASEMENT.
- SEE EXHIBIT "A" SHEET 1 OF 2 FOR LEGAL DESCRIPTION.



JERRY D. WILKIE, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4724

EASEMENT PLAT

VOPAK BOUNDARY
EASEMENT AND RIGHT OF WAY
ACROSS THE PROPERTY OF
PORT OF CORPUS CHRISTI

REV.
1

DRAWING NAME

19002574 - 005.000 - PORT OF CORPUS CHRISTI



DRAWN	NH	DATE	08/22/19
CHECKED	JCH	DATE	08/22/19
APP'D	JDW	DATE	08/22/19
SCALE	1"=500'	PAGE	2 OF 2
REV#	DATE	DESC.	
1	08/26/19	CLIENT REQUEST.	
JOB NO.	19002574		

EXHIBIT "A"

TX-SP-V-007.000
Port of Corpus Christi
Authority of Nueces County, Texas

STATE OF TEXAS
COUNTY OF SAN PATRICIO

Centerline description for a twenty-five (25') wide Easement and Right-of-Way situated in the Thomas T. Williamson Survey, Abstract 286 in San Patricio County, Texas and being over and across a portion of a called 21.98 acre tract of (Submerged) land as described in a deed to Port of Corpus Christi Authority of Nueces County, Texas, recorded in File No. 458816 of the Official Public Records of San Patricio County, Texas. Said twenty-five (25') wide Easement and Right-of-Way being twelve and a half (12.5') feet on either side of the herein described centerline description, (See Exhibit "B" for further clarification). Said Centerline being more particularly described as follows:

BEGINNING at a point on the north line of a called 21.98 acre tract of (Submerged) land as described in a deed to Port of Corpus Christi Authority of Nueces County, Texas, recorded in File No. 458816 of the Official Public Records of San Patricio County, Texas, same being the south line of a called 930.28 acres tract of land as described in a deed to Port of Corpus Christi Authority of Nueces County, Texas, recorded in File No. 458816 of the Official Public Records of San Patricio County, Texas. Said point of Beginning having coordinates of North: 17210429.57 and East: 1376288.48. From said point of beginning USGS Station Quintana (one inch Brass Cap) bears North 53° 08' 20" East, a distance of 1545.19 feet.

THENCE along the centerline of the herein described Easement the following one (1) calls:

- 1) South 11° 22' 01" East, a distance of 182.27 feet to the POINT OF TERMINATION being located within the aforesaid 21.98 acre tract of (Submerged) land.

Said centerline description being 182.27 Linear Feet, or 11.05 Rods.
Area of easement and right-of-way being 0.10 acres.

WORK SPACE:

A twenty-five foot (25') wide strip of land parallel with and adjacent to the above described easement and Right-of-Way on the east side, (SEE EXHIBIT "B" FOR FURTHER CLARIFICATION) and a forty-five-foot (45') wide strip of land parallel with and adjacent to the above described Easement and Right-of-Way on the west side. (SEE EXHIBIT "B" FOR FURTHER CLARIFICATION), extending or shortening the side lines of the Work Space to intersect with the boundary lines of the aforesaid 21.98 acre tract of land.

Said Work Space containing 0.25 acres.

ADDITIONAL WORK SPACE:

Additional Workspace containing 0.35 acres, (SEE EXHIBIT "B" FOR LOCATION AND FURTHER CLARIFICATION).

All Coordinates, bearings and distances shown herein are grid, based upon the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, U.S. Survey Feet, as derived from an on the ground survey performed by Atwell, LLC conducted in August, 2019.

J.D. Wilkie
Digitally signed by Jerry D. Wilkie
DN: cn=Jerry D. Wilkie, o=Atwell, c=US
Reason: CRLS
Date: 2019.08.27 15:05:59
43707

Jerry D. Wilkie, Jr.
Registered Professional Land Surveyor
Registration No. 4724
Atwell, LLC
Firm Registration No. 10194153
10101 Reunion Place, Suite 350
San Antonio, Texas 78216
210-536-6755
210-861-0733 cell

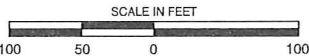
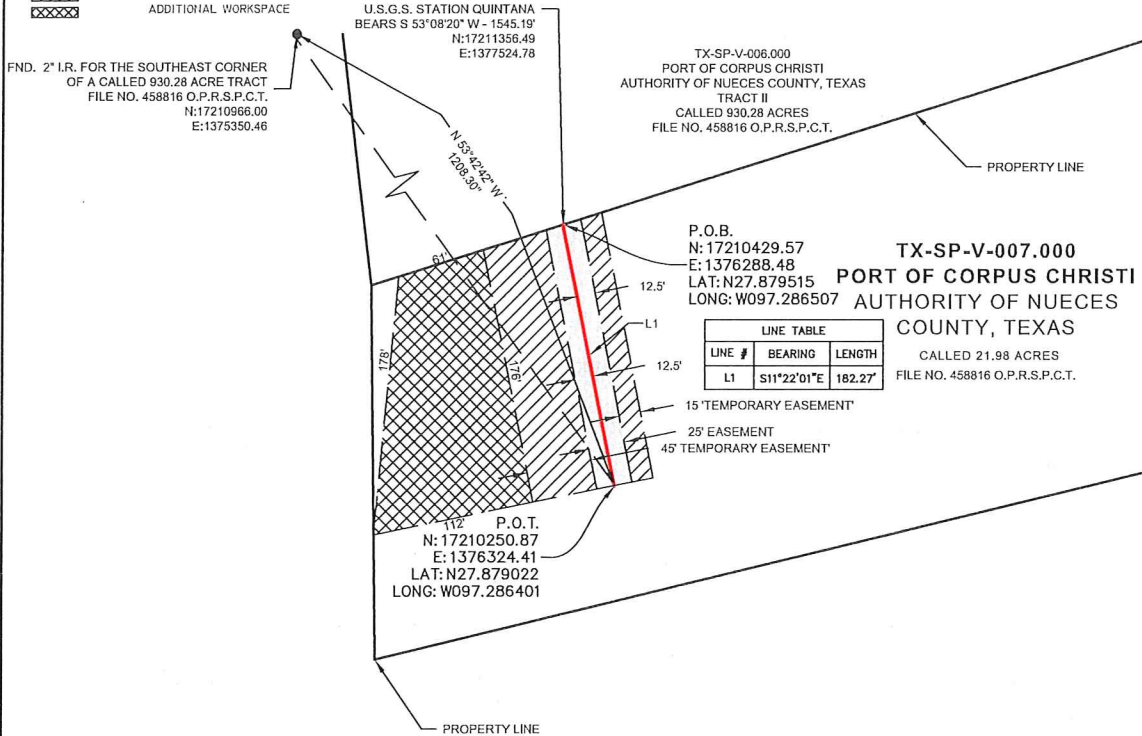


EXHIBIT "B"

SAN PATRICIO COUNTY, TEXAS THOMAS T. WILLIAMSON SURVEY, ABSTRACT 286

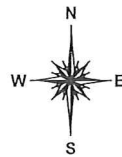
LEGEND

O.P.R.S.P.C.T.	OFFICIAL PUBLIC RECORDS OF SAN PATRICIO COUNTY, TEXAS
D.R.S.P.C.T.	DEED RECORDS OF SAN PATRICIO COUNTY, TEXAS
N.T.S.	NOT TO SCALE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
P.O.I.	POINT OF INTERSECTION
A.W.S.	ADDITION WORKSPACE
	PROPOSED CENTERLINE
	FOUND PROPERTY CORNER
	EXISTING PIPELINES
	CL EASEMENT
	WORKSPACE
	ADDITIONAL WORKSPACE



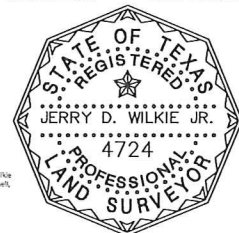
NOTES

- ALL BEARINGS & DISTANCES BEING GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), US SURVEY FOOT. DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY ATWELL, LLC ON AUGUST 6, 2019. LATITUDE AND LONGITUDE SHOWN HEREON BASED ON NORTH AMERICAN DATUM OF 1983 (NAD83), US SURVEY FOOT.
- PROPERTY LINES HAVE BEEN ESTABLISHED BASED UPON FOUND MONUMENTS, MEASUREMENTS, AND EVIDENCE OBTAINED IN THE FIELD, ALONG WITH RECORDS AS PROVIDED BY THE CLIENT.
- THE OWNERSHIP OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON DEEDS PROVIDED BY THE CLIENT. NO OTHER RESEARCH WAS PERFORMED BY THE UNDERSIGNED SURVEYOR.
- ABSTRACT LINES AND INFORMATION SHOWN HEREON BASED ON AVAILABLE RECORDS, INCLUDING GENERAL OFFICE FILES (GLO)
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- THIS SURVEY WAS PERFORMED FOR THE SPECIFIC PURPOSE OF ESTABLISHING A BASELINE, MAPPING SELECTED FEATURES, AND LOCATING NECESSARY LAND LINES FOR EASEMENT.
- SEE EXHIBIT "A" SHEET 1 OF 2 FOR LEGAL DESCRIPTION.



PORT OF CORPUS CHRISTI

TOTAL DISTANCE ACROSS PROPERTY:	182.27 FEET
OR:	11.05 RODS
AREA OF EASEMENT:	0.10 ACRES
AREA OF WORKSPACE:	0.25 ACRES
AREA OF ADDITIONAL WORKSPACE:	0.35 ACRES



JERRY D. WILKIE, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4724

EASEMENT PLAT

VOPAK BOUNDARY
EASEMENT AND RIGHT OF WAY
ACROSS THE PROPERTY OF
PORT OF CORPUS CHRISTI

REV.

1

DRAWING NAME

19002574 - 007.000 - PORT OF CORPUS CHRISTI



DRAWN	KMU	DATE	08/22/19
CHECKED	JCH	DATE	08/22/19
APP'D	JDW	DATE	08/22/19
SCALE	1"=100'	PAGE	2 OF 2
REV#	DATE	DESC.	
1	08/26/19	CLIENT REQUEST.	
JOB NO.	19002574		

Exhibit "C" **Insurance**

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

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

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

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

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

(e) Pollution Liability insurance covering bodily injury, property damage, including cleanup, and other losses caused by pollution conditions arising directly from Grantee's operations, including pollution of any body of water, with limits of not less than \$5,000,000.00 per occurrence. If available at commercially reasonable rates, Pollution coverage shall include environmental cleanup, remediation and disposal and may be included within the required Commercial General Liability and/or Umbrella insurance.

(f) Railroad Protective Liability coverage in the event the Easements are located within fifty feet (50') of any railroad, with policy limits of \$1,000,000 per Occurrence and \$2,000,000 Aggregate.

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

Authority shall be furnished, to the attention of Authority's Real Estate Manager, prior to the commencement of any work by Grantee on the Easements or on any Post Construction Work Space, as proof of the insurance required of Grantee a certificate or certificates of insurance (and the endorsements required in this Section shall be attached to the certificate or certificates of the insurance) describing the Policies, which certificates must be acceptable, in their form and content, to Authority. Each of the Policies will be endorsed to (i) (except for Workers' Compensation and Employee's Liability insurance) name Authority, its Port Commissioners, officers, officials, employees and agents as an additional insured (ii) provide that it will not be suspended, voided,

canceled or reduced in coverage or limits without thirty (30) days' prior written notice to Authority, Attention: Real Estate Manager, and (iii) provide that notwithstanding any language in any policy of insurance held by Authority ("Authority Insurance") to the effect that the Authority Insurance is primary, the policy or policies held by Grantee are primary coverage and the Authority Insurance is non-contributory so that Authority Insurance will not share with the Policies.

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

Waiver of Subrogation. Grantee agrees that all insurance policies required herein shall include full Waivers of Subrogation in favor of Authority. Grantee agrees to immediately give to each insurance company which has issued to it policies of insurance applicable to provisions of this Agreement written notice of the terms of the waiver set forth in this Section, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver; and Grantee will provide to Authority a copy of said endorsement or endorsements or evidence that such endorsement is not necessary to prevent the invalidation of the insurance coverage by reason of such waiver. Notwithstanding the foregoing, subrogation will not be waived regarding damages caused by the gross negligence or willful misconduct of Authority managerial and senior supervisory personnel. The foregoing insurance requirements do not affect a limitation on liability or damages provided by the Texas Tort Claims Act, including a limitation under Section 101.023 of the Act.