Notice of Port Commission meeting of the
Port of Corpus Christi Authority of Nueces County, Texas, on
Tuesday, May 20, 2025 at 9:00 AM
In the Corpus Christi Regional Transportation Authority
602 N. Staples Street, Corpus Christi, Texas 78401
2nd Floor Board Room (Room 210)

*** Citizens may also watch the live broadcast of the meeting on the internet by following these instructions - * Open your internet web browser -** ** In the address bar type https://portofcc.com/about/commission/commission agendas/*

** Under the Upcoming Events heading click on "In Progress" for the Port Commission Meeting on May 20, 2025. (Note that the "In Progress" link will not appear until shortly before the meeting starts)*

** To see the Agenda Packet for this meeting, click on "Agenda Packet" under the Upcoming Events heading * Click on "PORT OF CORPUS CHRISTI AUTHORITY PUBLIC COMMENT POLICY" to review the policy. If you wish to make a public comment (agenda item 6), please follow the instructions in this policy.*

A quorum of the members of the Port Commission will be physically present at the meeting location, which is in the 2nd Floor Board Room (Room 210) of the Corpus Christi Regional Transportation Authority, 602 N. Staples Street, Corpus Christi, Texas. The meeting will comply with those parts of Texas Government Code § 551.127 applicable to a meeting of the governmental body of a political subdivision that does not extend into three or more counties.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Monique Lerma at 361-885-6614 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 *In the event the Commission elects to go into executive session regarding any agenda item, the presiding officer will publicly announce the section or sections of the Texas Government Code authorizing the executive session.*

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

1. **Call to Order**
2. **Safety Briefing**
3. **Pledge of Allegiance**
4. **Receive Conflict of Interest Affidavits**

5. Minutes

5.a Approve minutes of the April 22, 2025 Port Commission regular meeting.
April 22 2025 Port Commission Meeting Minutes.pdf

5.b Approve minutes of the April 29, 2025 Port Commission special meeting.
April 29 2025 Special Port Commission Meeting Minutes.pdf

6. Public Comment (Each speaker is limited to 3 minutes or 60 minutes divided by the number of speakers, whichever is less). *To make a public comment at the meeting, you must complete the Public Comment sign-in sheet located at the entrance to the meeting room before the meeting begins. During the public comment period, the Presiding Officer will call persons who have registered to the podium one at a time to deliver their comments. All public comments must be made in person.*

7. Committee Reports

8. Presentations

8.a Strategic Plan 2029 - Development Update

8.b Receive presentation from Danielle Hale, Director of Emergency Management, on the Port of Corpus Christi's Hurricane Readiness.
2025 Hurricane Prep - Port Commission 20250520.pdf

9. Open Session Agenda Items for Individual Consideration

9.a Adopt a Resolution regarding Nearshore Discharge Permit.
CORPUS-#362465-v4-PCCA_Resolution_Nearshore_Discharge_Permit.pdf

9.b Approve the Port of Corpus Christi Authority's First Quarter 2025 Financial Report.
CM_-_Q1_2025_Financial_Report_May_20_2025.pdf
PCCA Financial_Review_Q1 March 2025.pdf

9.c Approve the Port of Corpus Christi Authority's First Quarter 2025 Investment Report.
CM_-_Q1_2025_Investment_Report_May_20_2025.pdf
PCCA Q1 2025 Investment Report_03.31.25.pdf

9.d Award a contract to Miner, Ltd. in the amount of $290,935 for purchase and installation of fourteen warehouse overhead doors at Cargo Docks 9, 14 and 15.
Overhead Door Replacement - Commission Memo.docx
Overhead Door Replacement - Solicitation Results.pdf
Overhead Door Replacement - Location Map.pptx

9.e Approve a purchase contract with Computacenter United States Inc., in the amount of $551,081 for a new VxRail environment to support PCCA's production computing environment from the data center in the Executive Administration Building using Texas DIR Contract #DIR-TSO-3763.
CM_VxRail_EAB_DataCenter.pdf
QT-000243231v3.pdf

SC-0573d POCCA VxRail VE 600 SOW.pdf
Dell Price Verification Worksheet.pdf
vxrail.pptx

9.f Award a construction contract to ProTech Mechanical, LLC in the amount of $1,850,000, based on proposals received on May 2, 2025, for the Security Command and Control Center HVAC Improvements Project.
SCC HVAC Award May25 - 1-Memo.docx
SCC HVAC Award May25 - 2-Exhibit.pdf

9.g Approve Service Order No. 2 with WSP USA, Inc., under Master Services Agreement No. 24-09, in the amount of $494,975 for engineering design services associated with the Oil Dock 2 Improvements Project.
WSP OD2 May25 - 1-Memo.docx
WSP OD2 May25 - 2-Exhibit.pdf
WSP OD2 May25 - 3-SO2.pdf

9.h Approve the following service orders with Lloyd Engineering, Inc., under Master Services Agreement No. 23-02, for engineering services associated with Bulk Dock 4 Project components, which include:
1) Amendment No. 5 to Service Order No. 1 in the amount of $1,317,335 for the Bulk Dock 4 Project
2) Service Order No. 2 in the amount of $2,682,347 for the Bulk Dock 4 Equipment Project
3) Service Order No. 3 in the amount of $597,910 for the Bulk Dock 4 Landside Material Handling Equipment Project
Lloyd BD4 May25 - 1-Memo.docx
Lloyd BD4 May25 - 2-Exhibit.pdf
Lloyd BD4 May25 - 3-Amend.pdf
Lloyd BD4 May25 - 4-SO2.pdf
Lloyd BD4 May25 - 5-SO3.pdf

9.i Authorize staff to apply for up to $50M from the 2025 Port Infrastructure Development Grant Program for Bulk Dock 4.
Commission_Memo_PIDP_2025.pdf

9.j Approve Master Services Agreement No. 25-06 and the following service orders with InterMat LLC for engineering services for Bulk Materials Terminal conveyance and materials handling project components, which include:
1) Service Order No. 1 in the amount of $1,108,026 for the Bulk Materials Terminal New Rail Dump Project
2) Service Order No. 3 in the amount of $322,235 for the Bulk Materials Terminal CB 1 and New Transfer Station Project
3) Service Order No. 4 in the amount of $458,360 for the Bulk Materials Terminal New Conveyance Equipment Project
4) Service Order No. 5 in the amount of $663,060 for the Bulk Dock 2 Shiploader and Conveyance Repairs
InterMat BMT May25 - 1-Memo.docx
InterMat BMT May25 - 2-Exhibit.pdf
InterMat BMT May25 - 3-SO1.pdf

InterMat BMT May25 - 4-SO3.pdf
InterMat BMT May25 - 5-SO4.pdf
InterMat BMT May25 - 6-SO5.pdf

9.k Award a purchase contract to Russell Marine, LLC in the amount of $699,512 (of which $139,902 is the PCCA cost-share), based on proposals received on April 24, 2025, for the Oil Dock 3 Pedestal-Mounted Hydraulic Marine Crane Project, funded by MARAD Port Infrastructure Development Program grant.
OD3 Crane Award May25 - 1-Memo.docx
OD3 Crane Award May25 - 2-Exhibit.pdf

9.l Approve Service Order No. 4 with Lanier & Associates Consulting Engineers, Inc., under Master Services Agreement No. 24-01, in the amount of $334,000 for engineering design services associated with the Oil Dock 8 Maintenance Project.
Lanier OD8 May25 - 1-Memo.docx
Lanier OD8 May25 - 2-Exhibit.pdf
Lanier OD8 May25 - 3-SO4.pdf

9.m Approve an amendment to Service Order No. 11 with Ardurra Group, Inc., under Master Services Agreement 22-01, in the amount of $359,125 for additional engineering design services associated with the Cargo Docks 1 and 2 & Oil Docks 6, 7, and 10 Dock Maintenance Project.
Ardurra Amend May25 - 1-Memo.docx
Ardurra Amend May25 - 2-Exhibit.pdf
Ardurra Amend May25 - 3-Amend.pdf

9.n Approve Master Services Agreement No. 25-05 and Service Order No. 1 with Wiss, Janney, Elstner Associates, Inc. in the amount of $723,082 for preliminary engineering services associated with the Cargo Dock 10 Assessment Project.
WJE CD10 May25 - 1-Memo.docx
WJE CD10 May25 - 2-Exhibit.pdf
WJE CD10 May25 - 3-SO1.pdf

9.o Award an indefinite deliverable/indefinite quantity Debris Management Services Contract to DRC Emergency Services, LLC, for a two and one half (2.5) year term for response to hurricanes or similar catastrophic events.
DRC_1 Memo.pdf
2025 DRC Emergency Services Debris Management Services - Signed.pdf

9.p Award an indefinite deliverable/indefinite quantity Consulting Services Contract to Tetra Tech, Inc for debris monitoring services for a two and one half (2.5) year term for response to hurricanes or similar catastrophic events.
Tetra Tech_1 Memo.pdf
2025 Tetra Tech - Debris Monitoring - Signed.pdf

10. Consent Agenda Items for Collective Action *The following agenda items are matters of a routine or administrative nature or matters involving the expenditure of less than $250,000. 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.

10.a Approve an amendment to Service Order No. 2 with Jimenez Engineering Solutions, LLC d/b/a International Consulting Engineers, under Master Services Agreement 24-05, in the amount of $95,403.81 for additional engineering services associated with the Rincon East Bulkhead Improvements Project.
ICE Rincon May25 - 1-Memo.docx
ICE Rincon May25 - 2-Exhibit.pdf
ICE Rincon May25 - 3-Amend.pdf

10.b Approve a consulting services contract with Linda Webster-Gurley, P.E. in the amount of $148,350 for services including technical reviews, assessments, assistance with updating project design guidelines and standards, and tenant plan reviews.
LWG Contract May25 - 1-Memo.docx
LWG Contract May25 - 2-Contract.pdf

10.c Approve Sixth Amendment to 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 2025-2026 contract year to extend the end date for Major Maintenance item installation and replacement of I-Beam at the UTMSI Research Pier from March 30, 2025, to December 31, 2025.
CCPORTS - Memo TAMUCC Amendment 6 to Interlocal Cooperation Contract May 2025 final.pdf
CCPORTS - TAMUCC MM Sixth Amendment.pdf

11. Chief Executive Officer's Comments

11.a Receive the 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, Human Resources, Finance, Strategic Planning and Environmental, and Operations.

12. Executive Session Agenda Items *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 Government Code in parenthesis at the end of such matter, and (2) any other items on today's agenda that the presiding officer of the meeting has announced will be considered in this executive session (collectively, the "Executive Session Agenda Items"). The Port Commission may take action in open session after the executive session on any of the Executive Session Agenda Items. 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.*

12.a Evaluate the performance of the Chief Executive Officer. (§551.074)

12.b Deliberate leasing real property on Harbor Island to Nueces River Authority to construct a desalination facility. (§551.072)

13. Open Session Agenda Items for Post-Executive Session Action *The Port*

Commission will reconvene in Open Session and take action on (1) the agenda items listed below, (2) any other items on this agenda that were postponed or tabled until after Executive Session, and (3) any of the Executive Session Agenda Items.

14. Adjourn

OFFICIAL MINUTES OF PORT COMMISSION MEETING
APRIL 22, 2025

The Port Commissioners of the Port of Corpus Christi Authority convened at the Corpus Christi Regional Transportation Authority, 602 N. Staples Street, Corpus Christi, Texas, on Tuesday, April 22, 2025, at 10:00 a.m., for the regular monthly meeting of the Port Commission.

Present:
Mr. David Engel
Mr. Wes Hoskins
Mr. Gabe Guerra
Mr. Rajan Ahuja
Ms. Diane Gonzalez
Mr. Tony LaMantia
Mr. Mike Pedrotti

Present:
Mr. Kent Britton
Ms. Cindy Bertolami
Mr. Omar Garcia
Mr. Kyle Hogan
Mr. Jeff Pollack
Ms. Brenda Reed
Mr. Tim Acosta
Ms. Amelie Arvin
Ms. Rosaura Bailey
Mr. Roberto DeSantos
Mr. Sam Esquivel
Ms. Natasha Fudge
Ms. Sarah Garza
Chief Eric Giannamore
Mr. Johannes Geldenhuys
Ms. Cynthia Gonzalez
Mr. Richard Hernandez
Ms. Lisa Hinojosa
Mr. Dan Koesema
Ms. Monique Lerma
Mr. Brooks Lobingier, II
Mr. Jacob Morales
Mr. Fernando Quintanilla
Asst. Chief Marvin Tamez
Mr. Daniel Villesca

Others Present: Mr. Jimmy Welder
Mr. Dane Bruun

Others Present: Ms. Anita Sanchez
Leadership Portland
CAPT Mike Kershaw
Port/Pilot Liaison
Mr. Robert Swize
Gulf Compress
Mr. Justin Knight
Bay Houston Towing
Mr. Dennis Wade
South Texas News
Mr. Jeff Ely
Jacobs
Mr. Keith Smith
Gulf Compress
Mr. Charlie Boone
Coastal Watch Association
Ms. Cathy Fulton
Mr. David Krams
Lanier & Associates
Mr. Thomas Cerwonka
Coastal Watch Association
Ms. Kellie Pernula
Leadership Portland
Ms. Jo Kreuger
Port Aransas
Mr. Daniel Korus
Del Mar College
Ms. Luke Dailey

1. **Meeting called to order**

2. **Safety briefing presented**

3. **Pledge of Allegiance recited**

4. **Conflict of Interest Affidavits:** Chairman Engel submitted a Conflict of Interest Affidavit for Items 11.h., 12.b. and 12.c. Mr. Hoskins submitted a Conflict of Interest Affidavit for Item 11.c.

5. Minutes

5.a. ***Action*****:** On motion made by Mr. Hoskins and seconded by Mr. Pedrotti, the Commission approved the minutes of the March 18, 2025, Port Commission meeting.

6. Public Comment: The following individuals addressed the Port Commission: Mr. Charlie Boone; Mr. Thomas Cerwonka; Ms. Cathy Fulton; and Ms. Luke Dailey.

7. Committee Report

Audit Committee: Mr. Guerra reported on the committee's activities since the last regular Commission Meeting.

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

Security Committee: Mr. Hoskins reported that no meeting was held since the last regular Commission Meeting.

Agricultural Projects Committee: Ms. Gonzalez reported that no meeting was held since the last regular Commission Meeting.

8. Presentations

None.

9. Executive Session Agenda Items: At 10:16 a.m., Chairman Engel announced that the Commission would go into executive session pursuant to Sections 551.071, 551.072, and 551.074 of the Texas Government Code to deliberate agenda Items 9.a., 9.b., and 9.c. which were described in the agenda as follows:

9.a. Evaluate the performance of the Chief Executive Officer. (§551.074)

9.b. Deliberate leasing real property on Harbor Island to Nueces River Authority to construct a desalination facility. (§551.072)

9.c. Private consultation with the Port Authority's counsel regarding denial of Special Use Permit by the City of Ingleside. (§551.071)

10. Open Session Agenda Items for Post-Executive Session Action: At 11:12 a.m., the Commission reconvened in Open Session.

11. Open Session Agenda Items for Individual Action

11.a. *Approve PCCA's Annual Comprehensive Financial Report ("ACFR") for the year ended December 31, 2024*: Staff recommended approval of PCCA's Annual Comprehensive Financial Report for the Year End December 31, 2024, including the results of the independent audit conducted by Mauldin & Jenkins, LLC.

***Action*:** On motion made by Mr. LaMantia and seconded by Ms. Gonzalez, the Commission approved staff's recommendation.

11.b. *Approve a Consulting Services Contract with AECOM Technical Services, Inc. in an amount not to exceed $319,025.70 for a one-year initial term with two (2) one-year options for air monitoring services including operation, maintenance, and expansion of the air monitoring network at the Bulk Terminal to include two additional on-site monitor stations and two off-site monitor stations*: Staff recommended approval of a Consulting Services Contract with AECOM Technical Services, Inc. in the amount not to exceed $319,025.70 for the one-year initial term with two (2) one-year options for air monitoring services including operation, maintenance, and potential expansion of the air monitoring network at the Bulk Terminal to include two additional on-site monitor stations and two off-site monitor stations.

***Action*:** On motion made by Mr. LaMantia and seconded by Ms. Gonzalez, the Commission approved staff's recommendation. Mr. Hoskins was not present for this item.

11.c. *Approve Master Services Agreement No. 25-07 with Freese and Nichols, Inc. and the following Service Orders: 1) Service Order No. 1 in the amount of $441,988.50 for engineering design services associated with the Bulk Materials Terminal Upland Improvements Project Phase A, and 2) Service Order No. 2 in the amount of $452,605.50 for engineering design services associated with the Bulk Materials Terminal Upland Improvements Project Phase B*: Staff recommended the approval of Master Services Agreement No 25-07 with Freese and Nichols, Inc. and the following Service Orders: 1) Service Order No. 1 in the amount of $441,988.50 for engineering design services associated with the Bulk Materials Terminal Upland Improvements Project Phase A, and 2) Service Order No. 2 in the amount of $452,605.50 for engineering design services associated with the Bulk Materials Terminal Upland Improvements Project Phase B.

***Action*:** On motion made by Mr. Guerra and seconded by Mr. LaMantia, the Commission approved staff's recommendation. Mr. Hoskins was not present for this item.

11.d. ***Approve Master Services Agreement No. 25-02 with Hanson Professional Services Inc. and the following Service Orders: 1) Service Order No. 1 in the amount of $225,639.50 for engineering design services associated with the Viola Pavement Improvements Project, and 2) Service Order No. 2 in the amount of $154,360.50 for engineering design services associated with the Avery Point Pavement Improvements Project*****:*** Staff recommended approval of Master Services Agreement No. 250-2 with Hanson Professional Services, Inc. and the following Service Orders: 1) Service Order No. 1 in the amount of $225,639.50 for engineering design services associated with the Viola Pavement Improvements Project, and 2) Service Order No. 2 in the amount of $154,360.50 for engineering design services associated with the Avery Point Pavement Improvements Project.

Action**:** On motion made by Ms. Gonzalez and seconded by Mr. Guerra, the Commission approved staff's recommendation. Mr. Hoskins was not present for this item.

11.e. ***Approve Master Services Agreement No. 25-01 with LJA Rail, LLC and the following Service Orders: 1) Service Order No. 1 in the amount of $395,303.46 for engineering design services associated with the Southside Rail Upgrades Project, and 2) Service Order No. 2 in the amount of $980,381.06 for engineering design services associated with the Rincon Rail Upgrades Project*****:*** Staff recommended approval of Master Services Agreement No. 25-01 with LJA Rail, LLC and the following Service Orders: 1) Service Order No. 1 in the amount of $395,303.46 for engineering design services associated with the Southside Rail Upgrades Project, and 2) Service Order No. 2 in the amount of $980,381.06 for engineering design services associated with the Rincon Rail Upgrades Project.

Action**:** On motion made by Mr. Guerra and seconded by Ms. Gonzalez, the Commission approved staff's recommendation. Mr. Hoskins was not present for this item.

11.f. ***Award a construction contract to Integrity Pipeline Services, Inc. in the amount of $1,166,136.75, the lowest and best bidder based on bids received on March 20, 2025, for the Bulk Dock 1 Maintenance Project:*** Staff recommended the award of a construction contract to Integrity Pipeline Services, Inc. in the amount of $1,166,136.75, for construction of a Bulk Dock 1 Maintenance Project, consisting of the Base Bid in the amount of $872,832; acceptance of Additive Bid Item 1 at a unit rate amount of $11.51 per square foot; acceptance of Additive Bid Item 2 at a unit rate of $342 per cubic foot; acceptance of Additive Bid Item 3 at a unit rate of $275 per linear foot; acceptance of Additive Bid Item 4 at a

rate of $3,115 per each day of standby time; and acceptance of Additive Bid Item 5 at a unit rate of $138 per linear foot.

***Action*:** On motion made by Mr. LaMantia and seconded by Mr. Guerra, the Commission approved staff's recommendation. Mr. Hoskins was not present for this item.

11.g. ***Approve Service Order No. 2 with Jacobs Engineering Group, Inc., under Master Services Agreement No. 24 -04, in the amount of $305,896.37 for engineering design services associated with the Oil Dock 15 Deepening Project*:** Staff recommended approval of Service Order No. 2 with Jacobs Engineering Group, Inc., under Master Services Agreement No. 24-04, in the amount of $305,896.37 for engineering design services associated with the Oil Dock 15 Deepening Project.

***Action*:** On motion made by Mr. LaMantia and seconded by Ms. Gonzalez, the Commission approved staff's recommendation. Mr. Hoskins was not present for this item.

11.h. ***Approve Task Order No. 7 with Callan Marine, Ltd. under Master Services Agreement No. 21-01 in an amount not to exceed $ 2,884,093 to perform maintenance dredging of eleven PCCA maintained docks*:** Staff recommended approval of Task Order No. 7 with Callan Marine Ltd. under Master Services Agreement No. 21-01 in an amount not to exceed $2,884,093 to perform maintenance dredging at eleven PCCA maintained docks.

***Action*:** On motion made by Mr. Ahuja and seconded by Mr. Guerra, the Commission approved staff's recommendation. Chairman Engel abstained. Mr. Hoskins was not present for this item.

11.i. ***Award a construction contract to Rooted Land Management, LLC, in the amount of $382,340 for the Security Fence Improvements at Rincon and Viola Project*:** Staff recommended the Port Commission award a construction contract to Rooted Land Management, LLC, in the amount of $382,340 for the Security Fence Improvements at Rincon and Viola Project.

***Action*:** On motion made by Mr. Ahuja and seconded by Mr. LaMantia, the Commission approved staff's recommendation. Mr. Hoskins was not present for this item.

11.j. ***Adopt a one-year extension of Bulk Fuel contract with Arguindegui Oil Co. II Ltd. for the Purchase of Bulk Fuel effective April 16, 2025 for Port Facilities*:** Staff recommended the Port Commission approve a one-year contract extension of the bulk fuel contract with Arguindegui Oil Co. II Ltd. effective April 16, 2025, through April 15, 2026, to furnish and deliver ULEC No. 2 Diesel and 89

Octane Unleaded E120 Gasoline at OPIS daily rack rate plus $0.5450 per gallon markup to designated areas within PCCA facilities.

***Action*:** On motion made by Mr. Guerra and seconded by Mr. Ahuja, the Commission approved staff's recommendation. Mr. Hoskins was not present for this item.

12. Consent Agenda: Chairman Engel requested that Items 12.b. and 12.c. be removed from the Consent Agenda with no action being taken. Then Mr. Pedrotti moved to approve the Consent Agenda items by one vote (the "Consent Agenda Motion"), in accordance with the respective staff recommendations and agreements furnished to the Commission at the meeting. Ms. Gonzalez second the motion and the motion passed without objection. Mr. Hoskins was not present for the Consent Agenda.

12.a. By approval of the Consent Agenda motion, the Commission approved an amendment to a professional consulting/engineering services contract with Freeman Schroeder Architects, LLC in the amount of $60,000 for additional services associated with the Ortiz Center Interior Improvements Project.

12.b. Staff recommended approval of a net deductive change order with Callan Marine Ltd. in the amount of ($107,801.91) associated with the Oil Dock 3 Expansion Project, part of the Avery Oil Dock Facility Reconfiguration and Upgrades Project, under the MARAD Port Infrastructure Development Program. On motion made by Mr. Pedrotti and seconded by Ms. Gonzalez, the Commission approved staff's recommendation. Chairman Engel abstained.

12.c. Staff recommended approval of a renewal of Pipeline Easement Agreement with NuStar Logistics, L.P. for multiple pipelines connecting to the Sunoco, LP., Corpus Christi North Beach Terminal located at 2829 Texaco Road, Nueces County, Texas. On motion made by Mr. Pedrotti and seconded by Ms. Gonzalez, the Commission approved staff's recommendation. Chairman Engel abstained.

12.d. By approval of the Consent Agenda motion, the Commission approved an Engagement Letter with Anderson, Lehrman, Barre & Maraist, LLP, to provide legal services for 2025 not to exceed $50,000.

12.e. By approval of the Consent Agenda motion, the Commission approved the Second and Final Renewal Extension Option with UniFirst Holdings, Inc. for an estimated amount of $40,000 with one-year period extension to April 17, 2026 for Work Uniform Rental Services.

12.f. By approval of the Consent Agenda motion, the Commission approved a professional engineering services contract amendment in the amount of $30,164.96 with Hatch Associates Consultants, Inc., for additional engineering

services associated with the Security Station Canopies at Avery and Stroman Project.

12.g. By approval of the Consent Agenda motion, the Commission approved Service Order No. 2 under Master Services Agreement No. 23-01 with Moffatt & Nichol in an amount not to exceed $140,300 for engineering design services associated with the Viola Turning Basin Bulkhead Improvement Project.

12.h. By approval of the Consent Agenda motion, the Commission granted a Ship Agent License to Focal Shipping Services LLC, per Tariff Item 2.250.

12.i. By approval of the Consent Agenda motion, the Commission granted a Ship Agent License to Valhalla Ship Agency LLC, per Tariff Item 2.250.

12.j. By approval of the Consent Agenda motion, the Commission adopted a Resolution approving an Interlocal Agreement to participate as an Energy Cooperative Member in the TASB Energy Cooperative. The resolution, in its entirety, is attached to these minutes as **ATTACHMENT ONE.**

13. Chief Executive Officer Comments

13.a. The Chief Executive Officer submitted his report on upcoming community events, PCCA events, and activities of the following PCCA departments during the preceding month: External Affairs, Trade Development, Communications, Community Relations, Human Resources, Finance, and Operations.

14. Adjournment: On motion duly made and seconded, the meeting adjourned at 12:06 p.m.

ATTACHMENT ONE

RESOLUTION APPROVING INTERLOCAL AGREEMENT
FOR THE TASB ENERGY COOPERATIVE

WHEREAS, the Port of Corpus Christi Authority of Nueces County, Texas ("Port Authority") desires to participate in a local government cooperative purchasing program pursuant to the authority granted by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act ("Act"), and has elected to be an Energy Cooperative Member in the TASB Energy Cooperative (hereinafter "Energy Cooperative"), a local government purchasing energy cooperative program created by local governments in accordance with and pursuant to the Act and Section 271.101, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the Port Authority is of the opinion that participation in the Energy Cooperative's purchasing program will be highly beneficial through the efficiencies and potential savings to be realized; and

WHEREAS, the Port Authority has reviewed the Interlocal Participation Agreement ("Interlocal Agreement") and seeks to adopt such Interlocal Agreement in order to become a member of, and participate in, the Energy Cooperative;

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 the Port Authority enter into the Interlocal Agreement in substantially the form presented to this meeting.

Section 2. The Interlocal 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 the Port Authority, to execute the Interlocal 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.

PASSED AND APPROVED by the Port Commission of the Port of Corpus Christi Authority of Nueces County, Texas, at a Regular Meeting held on the 22nd day of April, 2025.

_____
David P. Engel
Chairman, Port Commission

ATTEST:

_____
Gabe Guerra
Secretary, Port Commission

OFFICIAL MINUTES OF PORT COMMISSION MEETING
APRIL 29, 2025

The Port Commissioners of the Port of Corpus Christi Authority convened at the Corpus Christi Regional Transportation Authority, 602 N. Staples Street, Corpus Christi, Texas, on Tuesday, April 29, 2025, at 9:00 a.m., for a special meeting of the Port Commission.

Present:
Mr. David Engel
Mr. Wes Hoskins
Mr. Rajan Ahuja
Ms. Diane Gonzalez
Mr. Tony LaMantia
Mr. Mike Pedrotti

Absent:
Mr. Gabe Guerra

Present:
Mr. Kent Britton
Ms. Cindy Bertolami
Mr. Omar Garcia
Mr. Kyle Hogan
Mr. Jeff Pollack
Ms. Brenda Reed
Ms. Regina Alvarez
Ms. Rosaura Bailey
Mr. Sam Esquivel
Ms. Natasha Fudge
Ms. Sarah Garza
Ms. Danielle Hale
Mr. Richard Hernandez
Ms. Lisa Hinojosa
Mr. Dan Koesema
Ms. Monique Lerma
Mr. Brooks Lobingier, II
Mr. Tony MacDonald
Ms. Nelda Olivo
Ms. Marie-Eve Reyes
Mr. Jesse Robinson
Ms. Leslie Ruta
Mr. Yudi Takizawa
Mr. Daniel Villesca

Others Present: Mr. Jimmy Welder
Mr. Dane Bruun

Others Present: Ms. Carrie Moore
Congressman Michael Cloud's Office

1. **Meeting called to order**

2. **Safety briefing presented**

3. **Pledge of Allegiance recited**

4. **Conflict of Interest Affidavits:** None.

5. **Public Comment:** The following individual addressed the Port Commission: Ms. Carrie Moore.

6. **Workshop Item**

   6.a. ***The Port Commission will provide feedback on draft objectives for Strategic Plan 2029, the next iteration of the PCCA's 3-year strategic plan, which will cover the period from January 1, 2026 – December 31, 2028.***

   ***Action*:** No action taken.

7. **Executive Session Agenda Items:** At 10:16 a.m., Chairman Engel announced that the Commission would go into executive session pursuant to Section 551.072 of the Texas Government Code to deliberate agenda Item 7.a. which was described in the agenda as follows:

   7.a. Deliberate leasing real property on Harbor Island to Nueces River Authority to construct a desalination facility. (§551.072)

   At 11:11 a.m., the Commission reconvened in Open Session.

8. **Adjournment:** On motion duly made and seconded, the meeting adjourned at 11:11 a.m.

Port Corpus Christi Hurricane Readiness

May 20, 2025

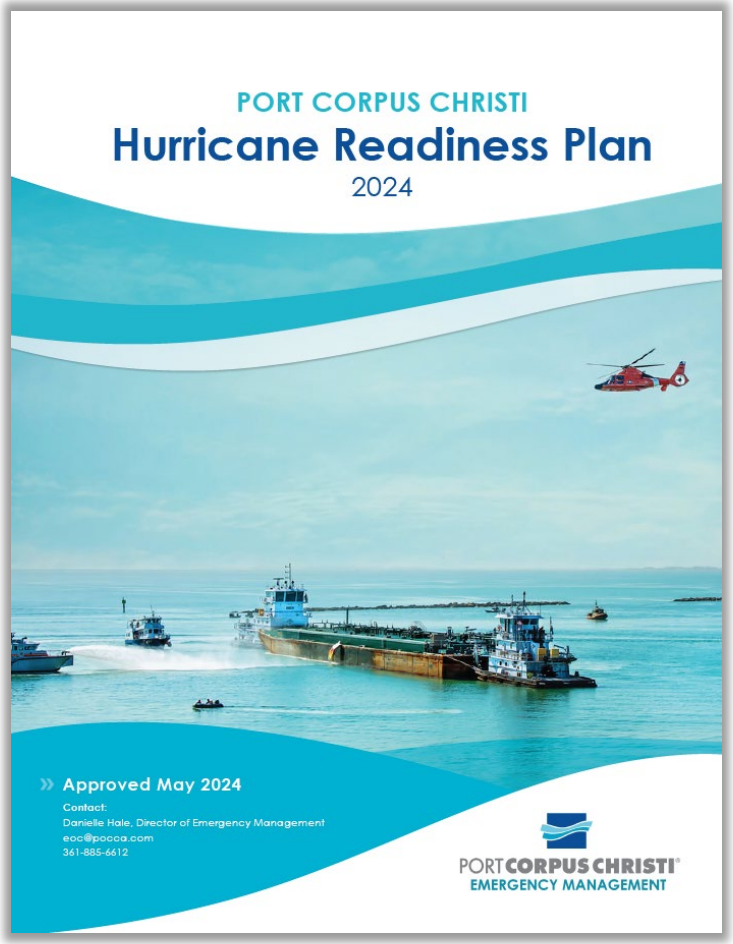
Port Commission

Danielle Hale | Director of Emergency Management

Presented by PORT CORPUS CHRISTI®

Hurricane Readiness Plan

- Annual Update
  - Department specific changes
  - Incident Management Team (IMT)
  - Communication List
- Communications
  - Briefings & situation reports
  - Conference calls & stakeholder email
  - News Release

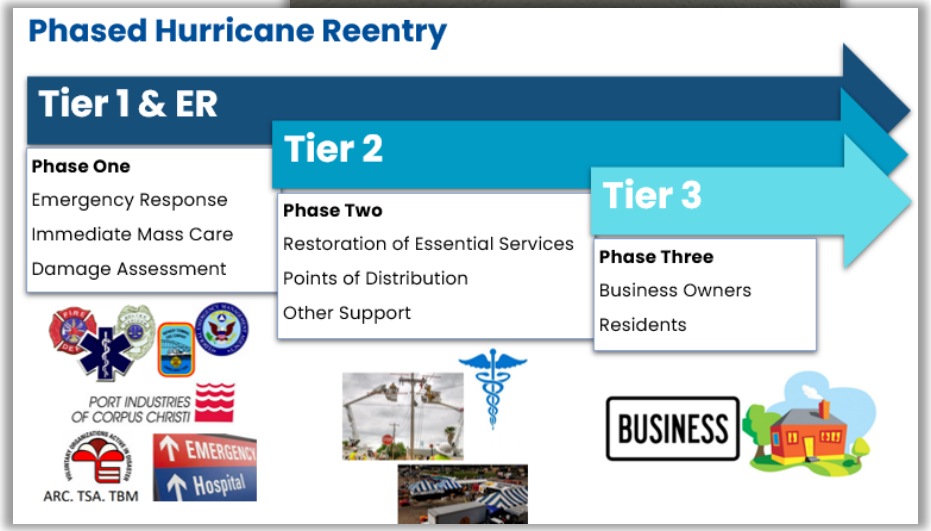


PORT CORPUS CHRISTI®

Post Storm Recovery

- Initial priorities
  - Maintain safety & security
  - Damage assessments & emergency repairs
  - Ship channel reopening coordination
- Phased reentry / employee recall
- IMT transition to recovery team





Coastal Bend Regional Reentry Plan

PORT CORPUS CHRISTI®

Readiness Activities

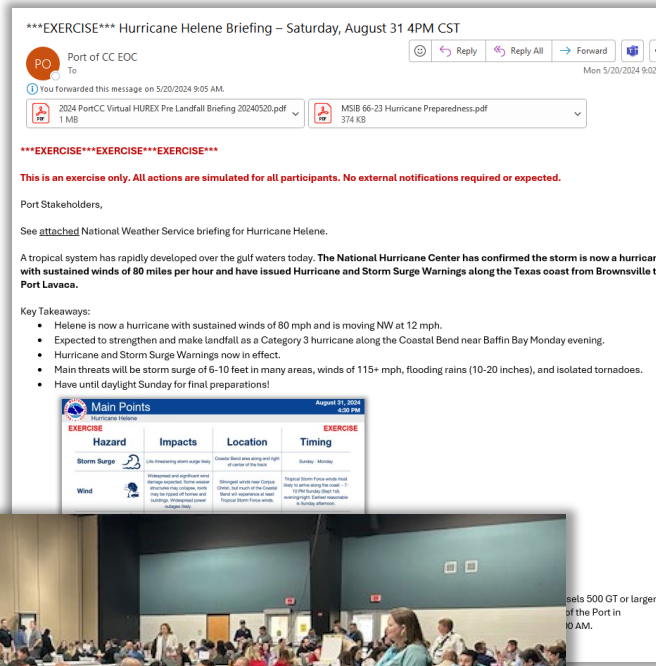
- All employee training
- Emergency facilities & equipment
- Pre-event contracts
- Tenant plans
- Stakeholder outreach
  - Port CC Hurricane Seminar
  - Coastal Bend Hurricane Conference
  - County Judge Top Business Leaders events
  - Chamber of Commerce events





Training & Exercises

- Coastal Bend Regional Hurricane Exercise
- Port CC Virtual Hurricane Exercise
- Manager/Director Training
- EOC/IMT Activation Drill
- Communications Exercise





PORT CORPUS CHRISTI®

Upcoming – RSVP Requested



Thank you

PORT CORPUS CHRISTI®

RESOLUTION OF THE PORT COMMISSION OF THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, REGARDING NEARSHORE DISCHARGE PERMIT

WHEREAS, nearly a decade ago, the Port Commission of the Port of Corpus Christi Authority ("PCCA") directed PCCA staff to obtain the permits necessary to construct a seawater desalination facility on PCCA's property on Harbor Island in Nueces County, Texas; and

WHEREAS, the fundamental goals of the project include: (i) produce a reliable and drought-proof source of water for the Coastal Bend region to augment its current surface water sources; (ii) provide this water in a manner consistent with both the Texas Water Development Board's ("TWDB") 2022 State Water Plan and the 2021 Coastal Bend Regional Water Plan; (iii) uphold PCCA's commitment to science-based, data-driven design and decision making; and (iv) uphold PCCA's commitment to environmental stewardship by constructing this project in a manner that minimizes environmental impacts; and

WHEREAS, on December 20, 2022, the Texas Commission on Environmental Quality ("TCEQ") issued Texas Pollution Discharge Elimination System ("TPDES") Permit No. WQ0005253000 authorizing the discharge of effluent from a proposed 50 MGD seawater desalination facility to an outfall adjacent to the Corpus Christi Ship Channel (the "Nearshore Discharge Permit"); and

WHEREAS, on March 31, 2025, PCCA filed TPDES Permit Application No. WQ0005488000 with the TCEQ seeking authorization to discharge effluent from a proposed 100 MGD seawater desalination facility to an outfall offshore in the Gulf (the "Offshore Discharge Permit"); and

WHEREAS, the Port Commission seeks to uphold the utmost precaution and rigor with regard to potential ecological impacts and is of the opinion that discharging effluent from a Harbor Island seawater desalination facility offshore is the most environmentally conservative approach;

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 not necessary for PCCA to have both the Nearshore Discharge Permit and the Offshore Discharge Permit.

Section 2. Furthermore, the Port Commission hereby finds and determines that the Offshore Discharge Permit is preferable to the Nearshore Discharge Permit.

Section 3. Therefore, the Port Commission hereby revokes and abandons the Nearshore Discharge Permit subject to and conditioned on PCCA's receipt of the Offshore Discharge Permit.

Section 4. The Chief Executive Officer is hereby authorized and directed to submit a request to the TCEQ for approval of this conditional revocation of the Nearshore Discharge Permit as soon as practicable following adoption of this Resolution.

PASSED AND APPROVED by the Port Commission of the Port of Corpus Christi Authority of Nueces County, Texas, at a Regular Meeting held on the 20th day of May, 2025.

David P. Engel
Chairman, Port Commission

ATTEST:

Gabe Guerra
Secretary, Port Commission

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting on May 20, 2025

DATE: May 20, 2025

TO: Port Commission

FROM: Cindy Bertolami, Chief Financial Officer
cbertolami@pocca.com
(361) 885-6137

Approve First Quarter 2025 Financial Report

SUMMARY: Staff seeks Port Commission approval of the Financial Report for the First Quarter of 2025. The Report is attached and details the PCCA's results for the first three months of 2025 as compared to both the Prior Year first three months, and the Commission-approved 2025 Budget's first three months.

As detailed in the report, Tonnage in the first 3 months was 5% higher than the same period of 2024 with revenues 10% above last year, and 1% below the 2025 year to date Budget. 1st Quarter of 2025 was the highest first quarter tonnage in the Port's history. Operating Expenses were below budget by 18% because of lower maintenance and professional services, and below the prior year by 3% due to lower maintenance spending.

BACKGROUND: PCCA Finance Staff prepares monthly reporting packages that are reviewed by Staff and a summary of which is included in the CEO Report prepared for the Commission each month. On a quarterly basis, Staff prepares the Quarterly Financial Report and presents it to the Audit Committee and then the full Commission for approval. Annually, staff works with the Audit Committee to prepare a budget that, while not statutorily binding, provides a detailed framework for spending throughout the year. That budget is presented at a public Commission Workshop in November and approved by the Commission in December of each year.

ALTERNATIVES: None

CONFORMITY TO PORT POLICY: Conforms to the current PCCA Strategic Plan, including Strategic Goal #5- Fund our Vision.

EMERGENCY: No

FINANCIAL IMPACT: Financial Results as noted in the attached Financial Report.

STAFF RECOMMENDATION: Staff recommends the Port Commission approve the First Quarter 2025 Financial Report.

DEPARTMENTAL CLEARANCES:

Originating Department	Finance
Reviewed & Approved	Cindy Bertolami Kent Britton
Legal	Dane Bruun

LIST OF SUPPORTING DOCUMENTS:

PCCA Financial_Review_Q1_March 2025



FINANCIAL REVIEW
YEAR TO DATE MARCH 31, 2025

Cindy Bertolami | Chief Financial Officer

PORT CORPUS CHRISTI®

TABLE OF CONTENTS

I. Executive Summary
II. Summary Year-to-Date Results
III. Key Historical Trends

Appendix: Detailed Financial Information

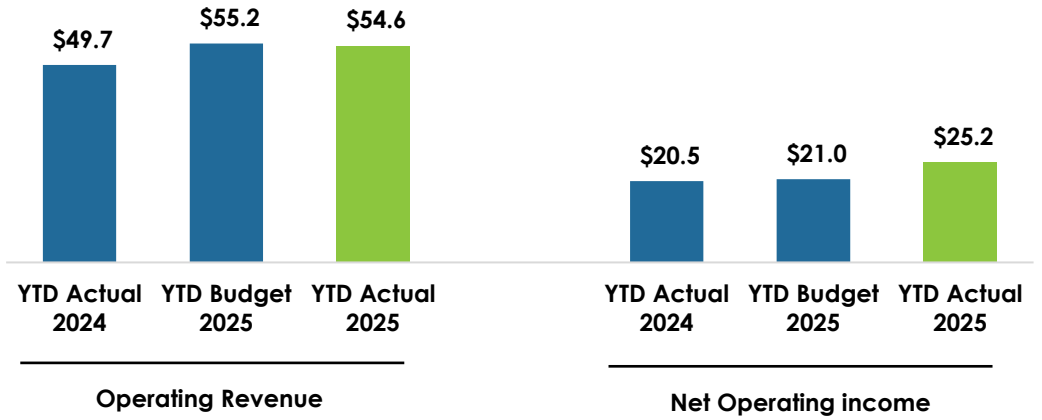
EXECUTIVE SUMMARY

Key Year to Date Highlights

- Year to date Tonnage ahead of the same period prior year by 5%.
  - Highest 1st Quarter tonnage in the Port's history.
- Year to date Net Operating Income (NOI) exceeds Budget by 20% and above the same period prior year by 23%.
  - Revenue 1% below Budget and 10% above of 2024.
  - Operating Expenses, excluding depreciation, are 18% lower than budget due to lower maintenance and professional services; and 3% lower than prior year due to lower maintenance expenses.
- 2025 inbound rail car movements below 2024, while outbounds are ahead of 2024 - overall decrease of 12%.
- 2025 Capital Spending at budget and below prior Year.

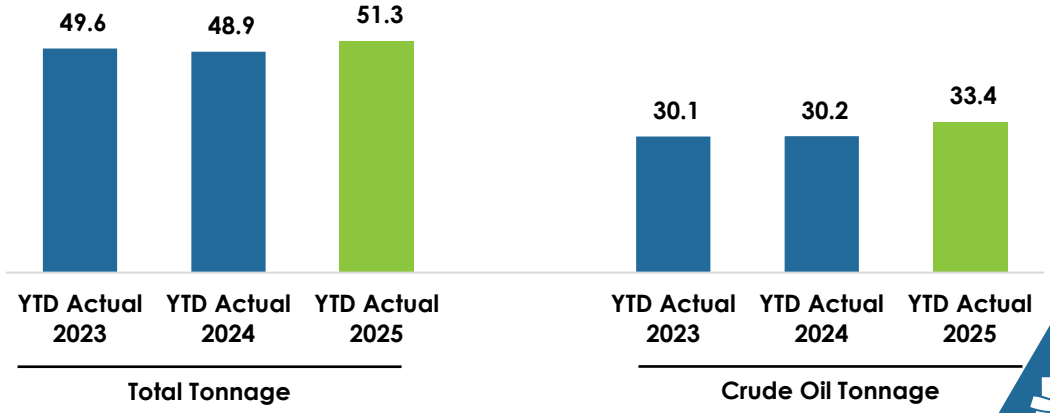
Year-to-Date
Operating Revenue and Net Operating Income

$ in millions



Year-to-Date
Tonnage

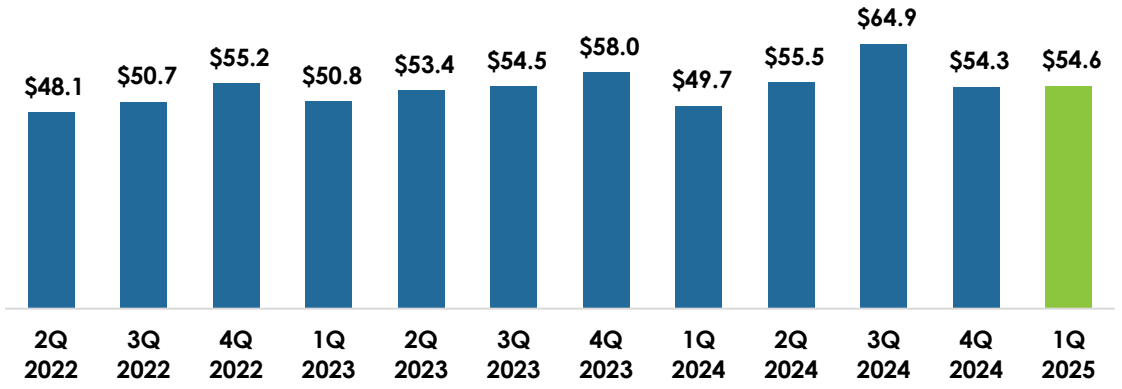
Millions of tons



KEY HISTORICAL TRENDS

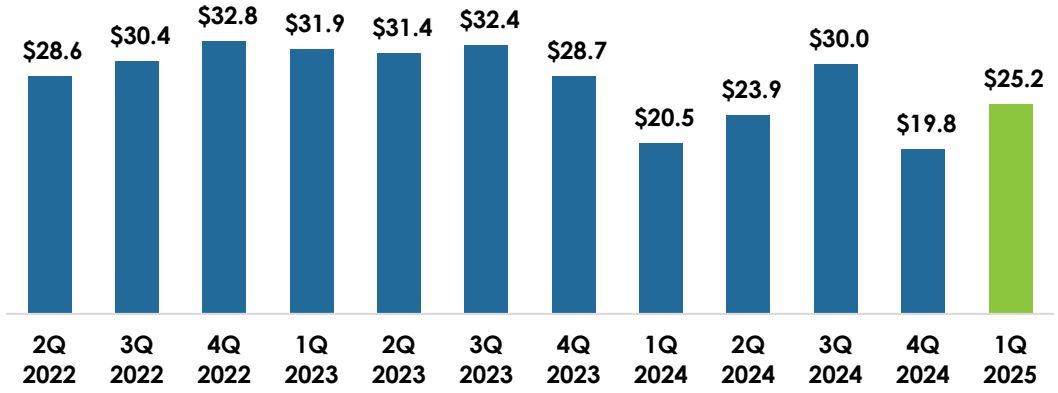
Operating Revenue

$ in millions



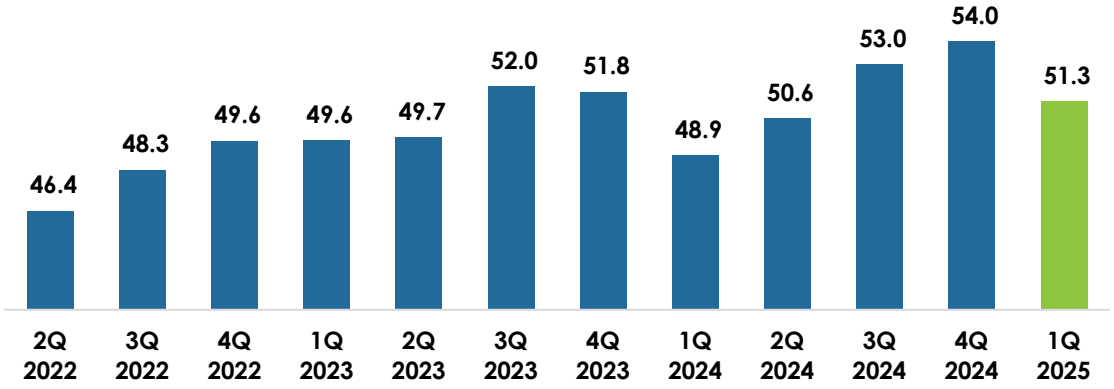
Net Operating Income

$ in millions



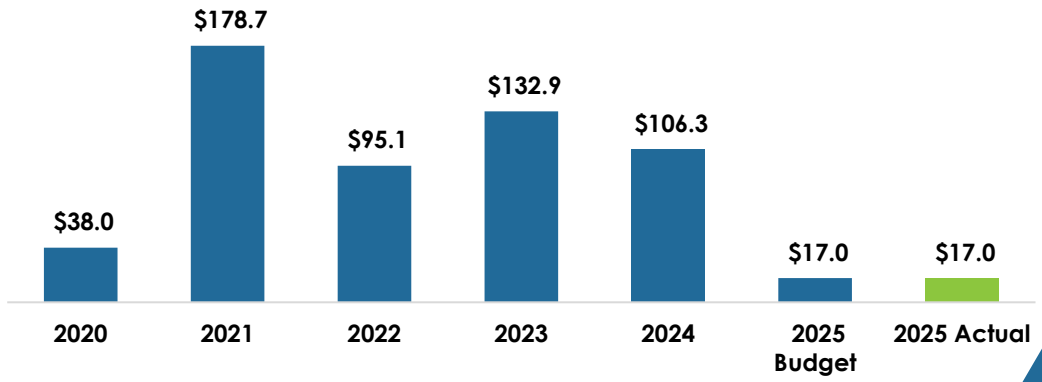
Total Tonnage

Millions of tons



Capital Expenditures

$ in millions



APPENDIX:
DETAILED FINANCIAL INFORMATION

EXPANDED OPERATIONAL METRICS DETAIL

	YTD 2025 Actual	YTD 2024 Actual	% Variance vs Prior Year	YTD 2025 Budget	Variance vs Budget
Statement of Net Position Items ($ in millions)					
Assets	$1,559.3	$1,470.0	6.1%		
Cash & Investments	296.2	279.1	6.1%		
Accounts Receivable	25.2	26.1	(3.2%)		
Restricted Assets	32.9	30.5	8.0%		
Liabilities	342.2	366.2	(6.6%)		
Net Position	**$1,221.2**	**$1,109.4**	**10.1%**		
Revenue and Expense Items ($ in millions)					
Operating Revenues	$54.6	$49.7	9.8%	$55.2	(1.0%)
Operating Expenses	(21.6)	(22.3)	(3.3%)	(26.4)	(18.3%)
Depreciation	(7.9)	(6.9)	13.3%	(7.8)	0.9%
Net Operating Income (Loss)	**$25.2**	**$20.5**	**22.9%**	**$21.0**	**20.1%**
Non-Operating Revenue/Expenses	(5.6)	2.2	(351.8%)	(0.5)	947.1%
Net Income	**$19.6**	**$22.7**	**(13.7%)**	**$20.5**	**(4.1%)**
Capital Projects	**$17.0**	**$26.2**	**(35.3%)**	**$17.0**	**(0.0%)**
Operational Items					
Tonnage (millions)	51.3	48.9	5.0%		
Ships	582	577	0.9%		
Barges	1,237	1,204	2.7%		
Barges and Ships	1,819	1,781	2.1%		
Railcars	10,202	11,587	(12.0%)		

STATEMENT OF NET POSITION DETAIL

$ in millions	3/31/2025 Actual	12/31/2024 Actual	*$ Change vs Prior Year*	*% Variance vs Prior Year*	3/31/2024 Actual	*$ Change vs Year Ago*	*Variance vs Year Ago*
Line Item							
Assets							
Cash & Investments	$296.2	$294.2	*$2.0*	*0.7%*	$279.1	*$17.1*	*6.1%*
Accounts Receivable	25.2	24.8	*0.5*	*1.9%*	26.1	*(0.8)*	*(3.2%)*
Restricted Assets	32.9	32.9	*0.0*	*0.0%*	30.5	*2.4*	*8.0%*
Capital Assets, net	1,193.3	1,183.8	*9.5*	*0.8%*	1,124.8	*68.5*	*6.1%*
Other Assets	11.6	8.9	*2.7*	*30.7%*	9.5	*2.1*	*21.9%*
Total Assets	**$1,559.3**	**$1,544.6**	***$14.7***	***1.0%***	**$1,470.0**	***$89.3***	***6.1%***
Deferred Outflows - Pension	4.8	4.8	–	–	5.8	*(1.1)*	*(18.1%)*
Total Deferred Outflows	**$4.8**	**$4.8**	**–**	**–**	**$5.8**	***($1.1)***	***(18.1%)***
Current Liabilities	27.2	34.4	*(7.2)*	*(20.9%)*	25.4	*1.9*	*7.4%*
Unearned Income	31.5	31.8	*(0.3)*	*(0.9%)*	48.8	*(17.3)*	*(35.5%)*
Long-term Debt	275.8	276.0	*(0.2)*	*(0.1%)*	284.7	*(8.9)*	*(3.1%)*
Other Liabilities	7.7	4.8	*2.9*	*59.5%*	7.4	*0.3*	*3.4%*
Total Liabilities	**$342.2**	**$347.0**	***($4.9)***	***(1.4%)***	**$366.2**	***($24.1)***	***(6.6%)***
Deferred Inflows - Pension	0.7	0.7	–	*nm*	0.2	*0.5*	*286.7%*
Total Deferred Inflows	**$0.7**	**$0.7**	**–**	**–**	**$0.2**	***$0.5***	***286.7%***
Investment in Net Assets	917.5	885.3	*32.2*	*3.6%*	840.1	*77.4*	*9.2%*
Restricted Net Position	37.9	37.9	*0.0*	*0.0%*	30.5	*7.4*	*24.4%*
Unrestricted Net Position	265.7	278.3	*(12.6)*	*(4.5%)*	238.8	*27.0*	*11.3%*
Total Net Position	**$1,221.2**	**$1,201.6**	***$19.6***	***1.6%***	**$1,109.4**	***$111.8***	***10.1%***

STATEMENT OF REVENUE AND EXPENSE DETAIL- YTD

	3/31 Year-to-Date			Variance			
	2025		2024	vs Budget		vs Prior Year	
	Actual	Budget	Actual	$ Change	% Variance	$ Change	% Variance
Summary: Statement of Revenues & Expenses ($ in millions)							
Wharfage	$28.8	$30.7	$24.4	($2.0)	*(6.4%)*	$4.4	*18.0%*
Dockage	$7.5	$7.9	$7.7	($0.5)	*(5.9%)*	(0.2)	*(2.7%)*
Security	$4.6	$4.7	$4.3	($0.1)	*(2.3%)*	0.3	*8.0%*
Freight Handling	$1.4	$0.9	$1.1	$0.5	*61.3%*	0.3	*29.2%*
Material Handling	$3.3	$2.2	$2.2	$1.1	*50.4%*	1.1	*53.0%*
Rail Charges	$2.4	$1.6	$2.1	$0.8	*52.9%*	0.3	*15.1%*
Dredging	–	$0.6	$0.0	($0.6)	*(100.0%)*	(0.0)	*(100.0%)*
Building and Land Rental	$5.5	$5.9	$6.1	($0.4)	*(7.3%)*	(0.6)	*(10.4%)*
Other Shipping Services	$1.2	$0.6	$1.9	$0.6	*92.3%*	(0.8)	*(39.7%)*
Total Operating Revenues	**$54.6**	**$55.2**	**$49.7**	**($0.5)**	***(1.0%)***	**$4.9**	***9.8%***
Employee Services	8.7	8.6	7.5	0.1	*1.6%*	1.2	*15.6%*
Maintenance	1.9	5.3	4.5	(3.4)	*(63.5%)*	(2.6)	*(57.3%)*
Utilities / Telecommunication	0.5	0.5	0.4	(0.0)	*(5.5%)*	0.1	*13.8%*
Insurance	1.4	1.7	1.4	(0.3)	*(16.5%)*	0.1	*4.0%*
Professional / Contracted Services	4.6	5.6	4.2	(1.0)	*(18.1%)*	0.3	*7.8%*
Operator / Event Expenses	0.1	0.1	0.3	0.0	*5.4%*	(0.1)	*(49.0%)*
Promotion & Development	2.3	2.0	2.4	0.3	*17.3%*	(0.1)	*(4.3%)*
Admin / Trade Dvlp / IT / Other	2.0	2.6	1.5	(0.6)	*(24.1%)*	0.5	*31.8%*
Depreciation	7.9	7.8	6.9	0.1	*0.9%*	0.9	*13.3%*
Total Operating Expenses	**$29.4**	**$34.2**	**$29.2**	**($4.8)**	***(13.9%)***	**$0.2**	***0.7%***
Net Operating Income (Loss)	**$25.2**	**$21.0**	**$20.5**	**$4.2**	***20.1%***	**$4.7**	***22.9%***
Interest Income (Loss)	4.7	2.5	5.1	2.2	*87.2%*	(0.4)	*(8.3%)*
Other Revenue	0.1	–	0.1	0.1	*nm*	(0.0)	*(0.7%)*
Interest / Bond Expense	(2.9)	(3.0)	(3.0)	0.1	*(4.0%)*	0.1	*(3.5%)*
Gain (Loss) on Disposals	(0.0)	–	(0.0)	(0.0)	*nm*	0.0	*nm*
Other Expense	(7.5)	–	–	(7.5)	*nm*	(7.5)	*nm*
Other Revenue / (Expenses)	**($5.6)**	**($0.5)**	**$2.2**	**($5.1)**	***947.1%***	**($7.8)**	***(351.8%)***
Net Income (Loss)	**$19.6**	**$20.5**	**$22.8**	**($0.8)**	***(4.1%)***	**($3.2)**	***(14.1%)***

TONNAGE, SHIP & BARGE, AND RAILCAR DETAIL

Millions of Tons	1Q 2025 Actual	1Q 2024 Actual	*Variance vs. Prior Quarter* Tons	*Variance vs. Prior Quarter* %	YTD 2025 Actual	YTD 2024 Actual	*Variance vs. Prior YTD Period* Tons	*Variance vs. Prior YTD Period* %
Tonnage								
Refined Products	7.6	7.6	*(0.0)*	*(0.7%)*	7.6	7.6	*(0.0)*	*(0.7%)*
Crude Oil	33.4	30.2	*3.2*	*10.5%*	33.4	30.2	*3.2*	*10.5%*
NGL	0.4	0.5	*(0.1)*	*(20.5%)*	0.4	0.5	*(0.1)*	*(20.5%)*
Agricultural	0.0	1.1	*(1.1)*	*(99.3%)*	0.0	1.1	*(1.1)*	*(99.3%)*
Dry Bulk (non-ag)	1.8	1.8	*0.0*	*2.1%*	1.8	1.8	*0.0*	*2.1%*
LNG	4.3	3.8	*0.5*	*12.3%*	4.3	3.8	*0.5*	*12.3%*
Break Bulk	0.3	0.2	*0.1*	*48.6%*	0.3	0.2	*0.1*	*48.6%*
Other Bulk Liquids	3.5	3.7	*(0.1)*	*(3.5%)*	3.5	3.7	*(0.1)*	*(3.5%)*
Total Tonnage	**51.3**	**48.9**	***2.4***	***5.0%***	**51.3**	**48.9**	***2.4***	***5.0%***
Ship and Barge Movements								
Ships	582	577	*5*	*0.9%*	582	577	*5*	*0.9%*
Barges	1,237	1,204	*33*	*2.7%*	1,237	1,204	*33*	*2.7%*
Total Ships and Barges	**1,819**	**1,781**	***38***	***2.1%***	**1,819**	**1,781**	***38***	***2.1%***
Railcars								
Inbound	5,680	8,834	*(3,154)*	*(35.7%)*	5,680	8,834	*(3,154)*	*(35.7%)*
Outbound	4,522	2,753	*1,769*	*64.3%*	4,522	2,753	*1,769*	*64.3%*
Total Railcars	**10,202**	**11,587**	***(1,385)***	***(12.0%)***	**10,202**	**11,587**	***(1,385)***	***(12.0%)***

THANK YOU



PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting on May 20, 2025

DATE: May 20, 2025

TO: Port Commission

FROM: Cindy Bertolami, Chief Financial Officer
cbertolami@pocca.com
(361) 885-6137

Approve First Quarter 2025 Investment Report

SUMMARY: Staff seeks Port Commission approval of the Investment Report ("Report") for the First Quarter of 2025. The Report has been prepared by Meeder Public Funds ("Meeder"), PCCA's long-time investment advisor. The Report has been prepared in accordance with the PCCA's Investment Policy ("Policy") and Investment Strategy and meets the requirements of the Texas Public Funds Investment Act (the "Act"), which is codified in Chapter 2256 of the Texas Government Code. As required, the Report describes PCCA's investment positions in summary and in detail and is hereby being presented to the Port Commission in a timely manner. PCCA had approximately $329 million invested within the guidelines of our Policy on March 31, 2025, an increase from the prior quarter of approximately $178,000. PCCA achieved a Net Quarterly Yield for the First Quarter of 2025 of 4.4% and earned approximately $3.6 million from our investments in the quarter. The Report is attached for further review and approval, with significantly more detail on our investments, yields and weighted average maturity, among other metrics.

BACKGROUND: PCCA's Policy sets a goal of the safety of all funds of PCCA, the availability of those funds for the payment of all necessary obligations of PCCA, and the investment of all funds not immediately required into securities earning a reasonable market yield. PCCA prepares and presents the Policy for approval annually to the Port Commission, and the version of the Policy in effect during the First Quarter of 2025 was approved in December 2024 and became effective on January 1, 2025. The Policy complies in all aspects with the Act, which was originally approved in 1987 and has since been amended multiple times, including most recently in 2019.

PCCA has two designated Investment Officer's: Cindy Bertolami, PCCA's Chief Financial Officer, and Marie-Eve Reyes, PCCA's Director of Finance. That designation is similarly approved by the Port Commission on an as needed basis. The Investment Officers review the Report prepared by Meeder on a quarterly basis to be presented to the CEO, then the Audit Committee, and then the full Port Commission for approval. The Investment Officers always manage the overall portfolio under the "Prudent Person Standard" as defined in the Act.

ALTERNATIVES: None

CONFORMITY TO PORT POLICY: Active management of our investments and preparation of the report conforms to the current PCCA Strategic Plan, including Strategic Goal #5- Fund our Vision.

EMERGENCY: No

FINANCIAL IMPACT: Financial Results as noted in the attached Report.

STAFF RECOMMENDATION: Staff recommends the Port Commission approve the First Quarter 2025 Investment Report.

DEPARTMENTAL CLEARANCES:

Originating Department	Finance
Reviewed & Approved	Cindy Bertolami Kent Britton
Legal	Dane Bruun

LIST OF SUPPORTING DOCUMENTS:

Q1 2025 PCCA Investment Report

PORT OF CORPUS CHRISTI

Quarterly Investment Report

AS OF MARCH 31, 2025

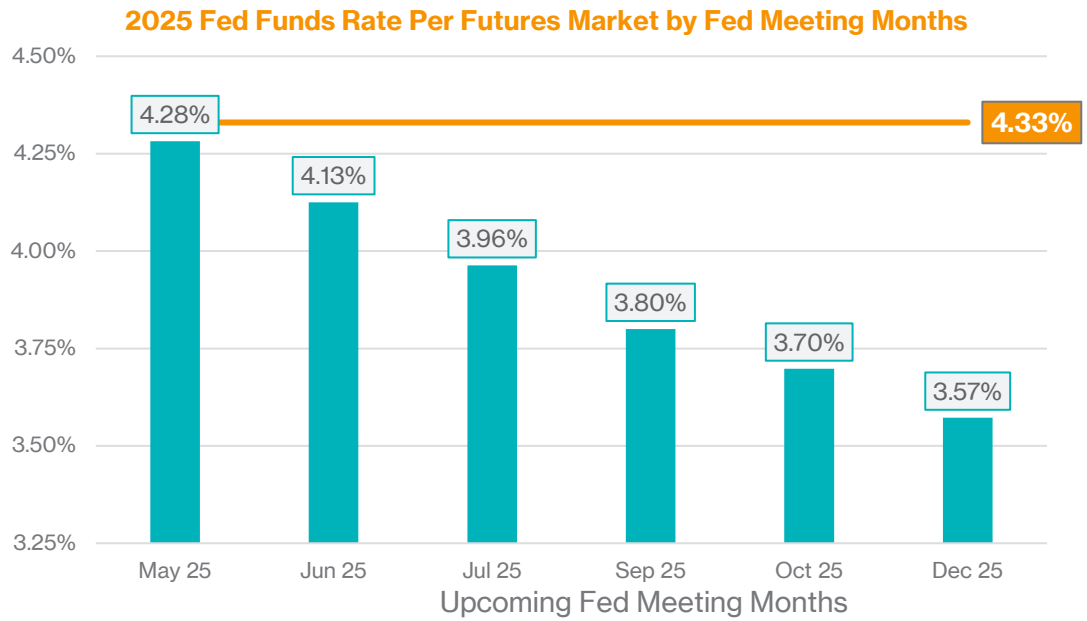


MEEDER
PUBLIC FUNDS

OBSERVATIONS AND EXPECTATIONS

- Market participants are expecting about three Federal Reserve rate cuts for 2025
- Fed Chair Powell recently stated that the labor market is stable
- The Fed's preferred inflation gauge remains above their target
- Short-term and intermediate-term interest rates where slightly lower for March

- The Federal Reserve expressed at their most recent meeting (March) they plan to cut the Fed Funds rate by .50% this year.
- At the end of March, the futures market was pricing in about .75% of cuts this year.

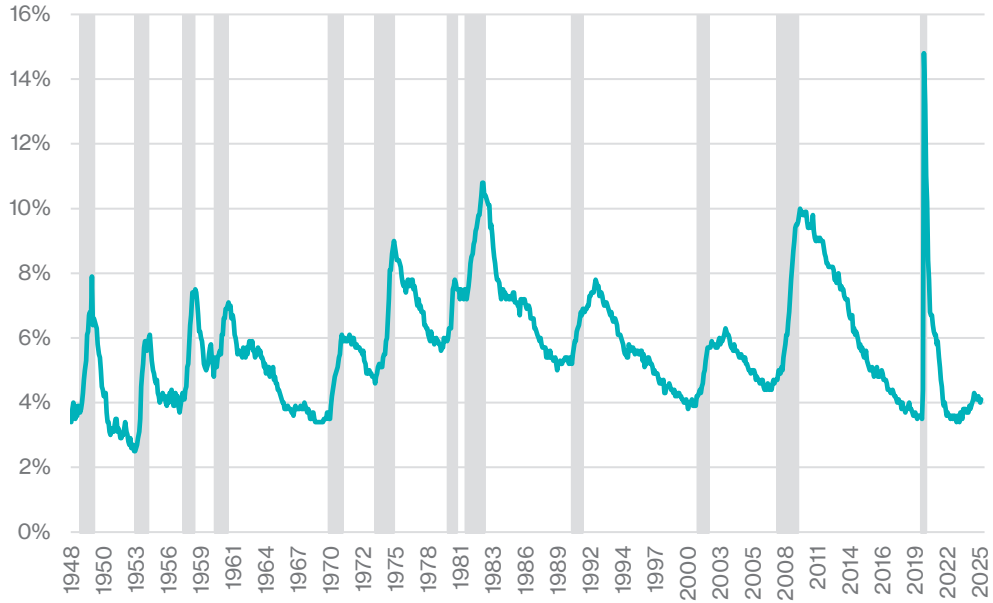


SOURCE: BLOOMBERG AS OF 3/31/25

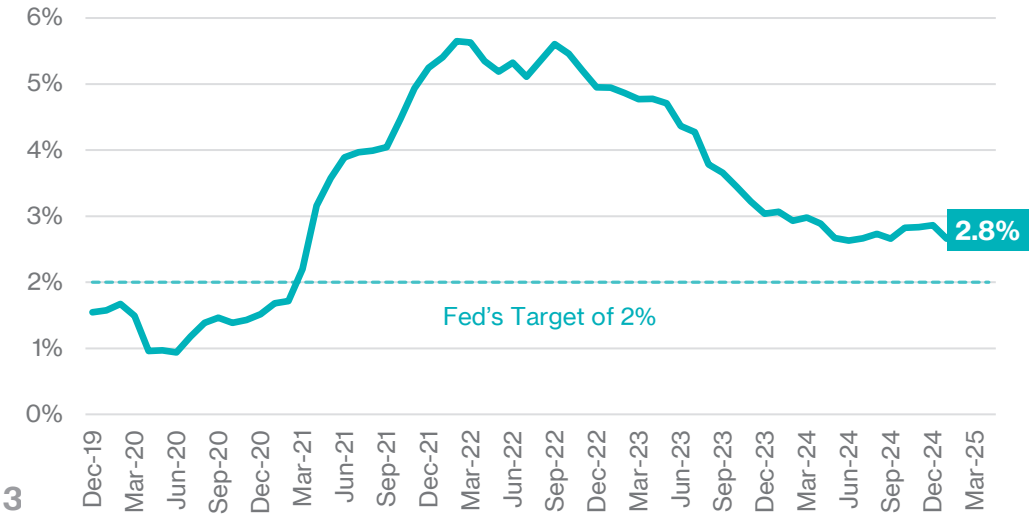
- The current rate of 4.1% is an extremely low rate of unemployment by historical standards.
- Fed Chair Powell recently stated that the labor market remains solid, with their estimate of the unemployment rate trending only slightly higher to 4.4% this year.

SOURCES: BLOOMBERG, BUREAU OF LABOR STATISTICS

U.S. Unemployment Rate



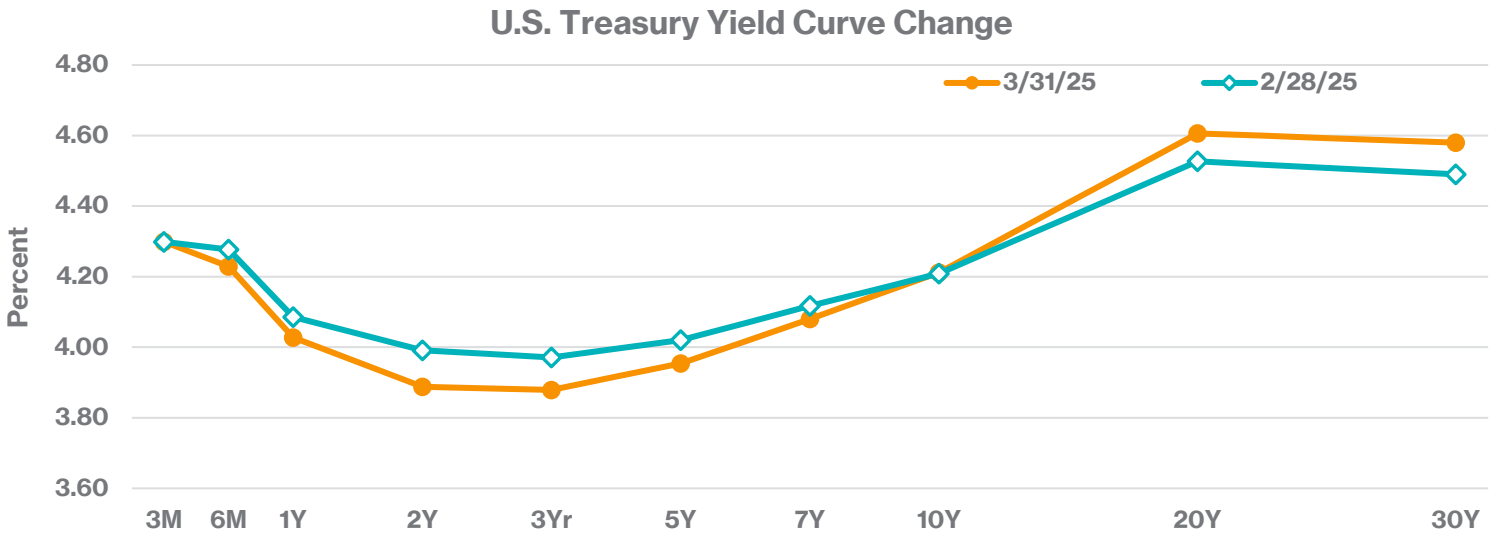
Core PCE YoY

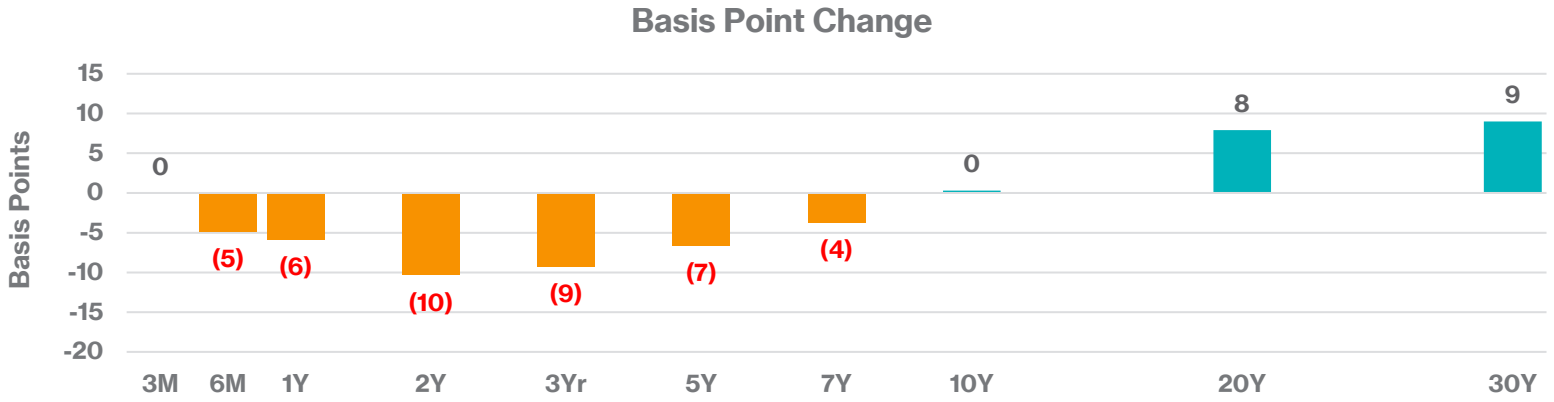


- Core Personal Consumption Expenditure YoY is the Fed's preferred inflation gauge. Core excludes food and energy components.
- Core PCE YoY is currently at 2.8%, not quite at the Fed's 2% target, but far below the 5.6% peak in 2022.
- Economists surveyed by Bloomberg expect Core PCE YoY will stay above the Fed's target and finish the full year of 2025 at 2.5%.

SOURCES: BLOOMBERG, BUREAU OF ECONOMIC ANALYSIS

Treasury Rates Were Mixed for the Month of March





SOURCE: BLOOMBERG

MEEDER PUBLIC FUNDS

Compliance Certification

The undersigned acknowledge they have reviewed this quarterly investment report for the period ending March 31, 2025. Officials designated as investment officers by this entity's Investment Policy attest that all investments comply with the Texas Public Funds Investment Act and this entity's Investment Policy.

Cindy Bertolami 04.09.25

, Chief Financial Officer

MEEDER PUBLIC FUNDS

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MEEDER
PUBLIC FUNDS

Portfolio Statistics

4.40
Weighted Average Yield to Maturity

1.61
Weighted Average Maturity (Years)

1.38
Portfolio Effective Duration (Years)

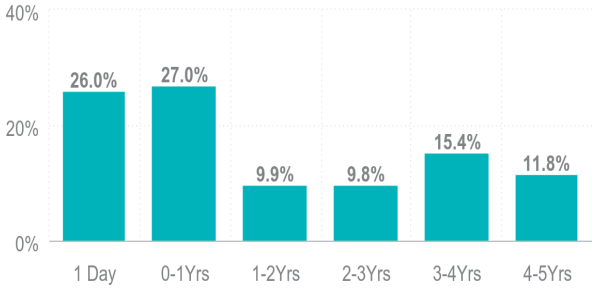
1.52
Weighted Average Life (Years)

AA
Average Credit Rating

Portfolio Position

Par Value	$333,070,671
Principal Cost	$326,581,458
Book Value	$328,609,142
Market Value	$329,116,409
Unrealized Gain/Loss	$507,267
Accrued Interest	$1,473,772

Maturity Distribution



Sector Allocation



LGIP	25.11%
Commercial Paper	25.07%
U.S. Treasuries	23.80%
U.S. Agencies	16.94%
Municipal Bonds	8.16%
Bank Deposits	0.93%

MEEDER PUBLIC FUNDS

Quarterly Portfolio Summary

This quarterly report is prepared in compliance with the Investment Policy and the Strategy of this entity and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

Portfolio as of December 31, 2024

BEGINNING BOOK VALUE	$328,431,180.87
BEGINNING MARKET VALUE	$327,586,414.80
UNREALIZED GAIN/(LOSS)	($844,766.08)
WEIGHTED AVERAGE MATURITY (YEARS)	1.42
WEIGHTED AVERAGE YIELD	4.50

Portfolio as of March 31, 2025

ENDING BOOK VALUE	$328,609,142.48
ENDING MARKET VALUE	$329,116,409.37
INVESTMENT INCOME FOR THE PERIOD	$3,625,256.00
UNREALIZED GAIN/(LOSS)	$507,266.89
CHANGE IN UNREALIZED GAIN/(LOSS)	$1,352,032.97
WEIGHTED AVERAGE MATURITY (YEARS)	1.61
WEIGHTED AVERAGE YIELD	4.40

MEEDER PUBLIC FUNDS

Quarterly Portfolio Summary By Fund

PORTFOLIO MARKET VALUE BY FUND	12/31/2024	03/31/2025	CHANGE	INTEREST EARNED
OPERATING FUND	326,123,495.57	328,530,845.84	2,407,350.28	3,625,256.00
VENDOR FUND	1,462,919.23	585,563.53	-877,355.70	0.00
TOTAL	**327,586,414.80**	**329,116,409.37**	**1,529,994.58**	**3,625,256.00**

MEEDER PUBLIC FUNDS

Portfolio Overview

SECURITY TYPE	PAR VALUE	MARKET VALUE	BOOK VALUE	% OF PORTFOLIO	DAYS TO MATURITY	YIELD
Bank Deposits	3,068,156.01	3,068,156.01	3,068,156.01	0.93%	1	0.00
LGIP	82,632,515.24	82,632,515.24	82,632,515.24	25.11%	1	4.48
Commercial Paper	84,000,000.00	82,505,822.14	82,505,822.14	25.07%	147	4.57
U.S. Treasuries	80,000,000.00	78,325,851.80	78,073,695.67	23.80%	1,156	4.09
U.S. Agencies	55,500,000.00	55,742,000.00	55,380,383.37	16.94%	1,203	4.67
Municipal Bonds	27,870,000.00	26,842,064.19	26,948,570.06	8.16%	883	4.43
TOTAL	**333,070,671.25**	**329,116,409.37**	**328,609,142.48**	**100.00%**	**588**	**4.40**

CASH AND ACCRUED INTEREST						
Purchased Accrued Interest		101,963.78	101,963.78			
TOTAL CASH AND INVESTMENTS	**333,070,671.25**	**329,218,373.15**	**328,711,106.27**		**588**	**4.40**

TOTAL EARNINGS

CURRENT QUARTER
3,625,256.00

MEEDER PUBLIC FUNDS

Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
OPERATING FUND						
Bank Deposits	1	2,482,592.48	2,482,592.48	0.75	0.00	1
LGIP	1	82,632,515.24	82,632,515.24	25.00	4.48	1
Commercial Paper	14	84,000,000.00	82,505,822.14	24.96	4.57	147
U.S. Treasuries	13	80,000,000.00	78,073,695.67	23.86	4.09	1,155
U.S. Agencies	11	55,500,000.00	55,380,383.37	17.05	4.67	1,204
Municipal Bonds	8	27,870,000.00	26,948,570.06	8.20	4.43	881
TOTAL	**48**	**332,485,107.72**	**328,023,578.95**	**99.82**	**4.40**	**589**
VENDOR FUND						
Bank Deposits	1	585,563.53	585,563.53	0.18	0.00	1
TOTAL	**1**	**585,563.53**	**585,563.53**	**0.18**	**0.00**	**1**
GRAND TOTAL	**49**	**333,070,671.25**	**328,609,142.48**	**100.00**	**4.40**	**588**

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
OPERATING FUND												
BANK DEPOSITS												
664053257	Frost Bank Public Fund Checking Account	03/31/2025 03/31/2025	2,482,592.48	2,482,592.48 0.00	2,482,592.48	0.00		1	1.00 2,482,592.48	0.00 2,482,592.48	0.75	NA NA
BANK DEPOSITS TOTAL			**2,482,592.48**	**2,482,592.48** **0.00**	**2,482,592.48**	**0.00**		**1**	**1.00** **2,482,592.48**	**0.00** **2,482,592.48**	**0.75**	**NA**
LGIP												
TEXPRIME	TexPool Prime	03/31/2025 03/31/2025	82,632,515.24	82,632,515.24 0.00	82,632,515.24	4.48		1	1.00 82,632,515.24	0.00 82,632,515.24	25.11	AAA
LGIP TOTAL			**82,632,515.24**	**82,632,515.24** **0.00**	**82,632,515.24**	**4.48**		**1**	**1.00** **82,632,515.24**	**0.00** **82,632,515.24**	**25.11**	**AAA**
COMMERCIAL PAPER												
8923A0RE5	TOYO CRD PUE RIC 04/14/25	08/16/2024 08/16/2024	5,000,000.00	4,837,659.72 0.00	4,837,659.72	4.99	04/14/2025	14	99.82 4,991,243.06	0.00 4,991,243.06	1.52	P-1 A-1+
62479LST3	MUFG BANK NY 05/27/25	09/30/2024 09/30/2024	5,000,000.00	4,861,579.17 0.00	4,861,579.17	4.27	05/27/2025	57	99.35 4,967,566.67	0.00 4,967,566.67	1.51	P-1 A-1
89119ATB4	TD 06/11/25	09/16/2024 09/16/2024	5,000,000.00	4,841,061.11 0.00	4,841,061.11	4.39	06/11/2025	72	99.16 4,957,893.06	0.00 4,957,893.06	1.51	P-1 A-1
63307LTC5	NATL BK CANADA 06/12/25	06/18/2024 06/18/2024	10,000,000.00	9,489,422.22 0.00	9,489,422.22	5.33	06/12/2025	73	98.98 9,897,600.00	0.00 9,897,600.00	3.01	P-1 A-1
62479LTT2	MUFG BANK NY 06/27/25	09/30/2024 09/30/2024	5,000,000.00	4,845,875.00 0.00	4,845,875.00	4.22	06/27/2025	88	99.01 4,950,337.50	0.00 4,950,337.50	1.50	P-1 A-1
22533TUN4	CREDIT AGRI NY 07/22/25	10/29/2024 10/29/2024	7,500,000.00	7,256,720.83 0.00	7,256,720.83	4.51	07/22/2025	113	98.63 7,397,566.67	0.00 7,397,566.67	2.25	P-1 A-1
83369BVD5	SOCIETE GENERALE 08/13/25	12/16/2024 12/16/2024	10,000,000.00	9,706,000.00 0.00	9,706,000.00	4.53	08/13/2025	135	98.36 9,835,850.00	0.00 9,835,850.00	2.99	P-1 A-1
05571BWW9	BPCE 09/30/25	09/30/2024 09/30/2024	5,000,000.00	4,797,222.22 0.00	4,797,222.22	4.13	09/30/2025	183	97.98 4,898,888.89	0.00 4,898,888.89	1.49	P-1 A-1
83050TXN6	SKAND ENSK BANK 10/22/25	10/29/2024 10/29/2024	7,500,000.00	7,180,037.50 0.00	7,180,037.50	4.43	10/22/2025	205	97.57 7,317,675.00	0.00 7,317,675.00	2.22	P-1 A-1
8923A0XX6	TOYO CRD PUE RIC 10/31/25	02/05/2025 02/05/2025	5,000,000.00	4,833,988.89 0.00	4,833,988.89	4.59	10/31/2025	214	97.36 4,868,058.33	0.00 4,868,058.33	1.48	P-1 A-1+
8923A0YE7	TOYO CRD PUE RIC 11/14/25	02/25/2025 02/25/2025	6,500,000.00	6,284,508.75 0.00	6,284,508.75	4.71	11/14/2025	228	97.13 6,313,295.75	0.00 6,313,295.75	1.92	P-1 A-1+
62479LZ24	MUFG BANK NY 12/02/25	03/11/2025 03/11/2025	5,000,000.00	4,845,572.22 0.00	4,845,572.22	4.31	12/02/2025	246	97.16 4,857,763.89	0.00 4,857,763.89	1.48	P-1 A-1
05571BZA4	BPCE S.A. 12/10/25	12/16/2024 12/16/2024	5,000,000.00	4,783,104.17 0.00	4,783,104.17	4.50	12/10/2025	254	96.94 4,847,145.84	0.00 4,847,145.84	1.47	P-1 A-1
89119BC53	TD 03/05/26	03/11/2025 03/11/2025	2,500,000.00	2,399,031.25 0.00	2,399,031.25	4.22	03/05/2026	339	96.20 2,404,937.50	0.00 2,404,937.50	0.73	P-1 A-1
COMMERCIAL PA-PER TOTAL			**84,000,000.00**	**80,961,783.05** **0.00**	**80,961,783.05**	**4.57**		**147**	**98.23** **82,505,822.14**	**0.00** **82,505,822.14**	**25.07**	**A+**

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
U.S. TREASURIES												
91282CJC6	US TREASURY 4.625 10/15/26	04/29/2024 04/29/2024	5,000,000.00	4,971,645.54 0.00	4,971,645.54	4.87	10/15/2026	563	100.99 5,049,609.40	67,334.88 4,982,274.52	1.53	Aaa AA+
91282CJK8	US TREASURY 4.625 11/15/26	12/06/2024 12/06/2024	5,000,000.00	5,041,796.88 13,415.06	5,055,211.94	4.17	11/15/2026	594	101.04 5,051,953.15	16,994.68 5,034,958.47	1.54	Aaa AA+
91282CLL3	US TREASURY 3.375 09/15/27	02/13/2025 02/13/2025	7,500,000.00	7,317,187.50 0.00	7,317,187.50	4.38	09/15/2027	898	98.80 7,410,351.60	84,062.21 7,326,289.39	2.25	Aaa AA+
91282CGH8	US TREASURY 3.500 01/31/28	11/06/2024 11/06/2024	7,500,000.00	7,353,515.63 0.00	7,353,515.63	4.15	01/31/2028	1,036	98.95 7,420,898.48	49,273.86 7,371,624.62	2.25	Aaa AA+
91282CGP0	US TREASURY 4.000 02/29/28	01/29/2025 01/29/2025	7,500,000.00	7,443,750.00 0.00	7,443,750.00	4.26	02/29/2028	1,065	100.29 7,521,679.73	74,832.48 7,446,847.25	2.29	Aaa AA+
91282CGT2	US TREASURY 3.625 03/31/28	09/30/2024 09/30/2024	5,000,000.00	5,015,039.06 0.00	5,015,039.06	3.53	03/31/2028	1,096	99.27 4,963,671.90	(49,213.68) 5,012,885.58	1.51	Aaa AA+
91282CHA2	US TREASURY 3.500 04/30/28	02/13/2025 02/13/2025	7,500,000.00	7,297,851.56 76,139.50	7,373,991.06	4.41	04/30/2028	1,126	98.84 7,413,281.25	107,323.05 7,305,958.20	2.25	Aaa AA+
91282CCY5	US TREASURY 1.250 09/30/28	09/17/2024 09/17/2024	5,400,000.00	4,959,140.63 0.00	4,959,140.63	3.43	09/30/2028	1,279	91.37 4,933,828.15	(83,934.21) 5,017,762.36	1.50	Aaa AA+
91282CDF5	US TREASURY 1.375 10/31/28	10/29/2024 10/29/2024	7,100,000.00	6,392,496.09 0.00	6,392,496.09	4.10	10/31/2028	1,310	91.59 6,503,156.25	36,186.06 6,466,970.19	1.98	Aaa AA+
91282CJW2	US TREASURY 4.000 01/31/29	11/06/2024 11/06/2024	7,500,000.00	7,450,488.28 0.00	7,450,488.28	4.17	01/31/2029	1,402	100.28 7,521,093.75	65,932.75 7,455,161.00	2.29	Aaa AA+
91282CEE7	US TREASURY 2.375 03/31/29	09/30/2024 09/30/2024	5,000,000.00	4,754,687.50 0.00	4,754,687.50	3.56	03/31/2029	1,461	94.30 4,715,234.40	(66,776.40) 4,782,010.80	1.43	Aaa AA+
91282CFJ5	US TREASURY 3.125 08/31/29	09/11/2024 09/11/2024	5,000,000.00	4,924,609.38 0.00	4,924,609.38	3.46	08/31/2029	1,614	96.73 4,836,718.75	(96,281.21) 4,932,999.96	1.47	Aaa AA+
91282CFY2	US TREASURY 3.875 11/30/29	12/13/2024 12/13/2024	5,000,000.00	4,933,984.38 6,919.64	4,940,904.02	4.17	11/30/2029	1,705	99.69 4,984,375.00	46,421.68 4,937,953.33	1.51	Aaa AA+
U.S. TREASURIES TOTAL			**80,000,000.00**	**77,856,192.43 96,474.20**	**77,952,666.63**	**4.09**		**1,156**	**98.01 78,325,851.80**	**252,156.13 78,073,695.67**	**23.80**	**AA+**
U.S. AGENCIES												
3130B0E39	FHLBANKS 4.600 02/27/26	03/12/2024 03/12/2024	2,500,000.00	2,503,434.17 0.00	2,503,434.17	4.53	02/27/2026	333	100.25 2,506,225.00	4,634.84 2,501,590.16	0.76	Aaa AA+
3133ERCU3	FED FARM CR BNKS 4.750 01/29/27	04/29/2024 04/29/2024	5,000,000.00	4,990,150.00 0.00	4,990,150.00	4.83	01/29/2027	669	101.29 5,064,700.00	71,247.06 4,993,452.94	1.54	Aaa AA+
3130AVBC5	FHLBANKS 4.500 03/12/27	04/29/2024 04/29/2024	5,000,000.00	4,954,410.00 0.00	4,954,410.00	4.84	03/12/2027	711	101.10 5,054,950.00	85,865.85 4,969,084.15	1.54	Aaa AA+
3133EP6K6	FED FARM CR BNKS 4.500 03/26/27	03/28/2024 03/28/2024	4,000,000.00	4,007,089.92 0.00	4,007,089.92	4.44	03/26/2027	725	100.98 4,039,080.00	34,383.66 4,004,696.34	1.23	Aaa AA+
3130ATUS4	FHLBANKS 4.250 12/10/27	12/06/2024 12/06/2024	5,000,000.00	5,017,505.00 0.00	5,017,505.00	4.13	12/10/2027	984	100.81 5,040,650.00	24,992.66 5,015,657.34	1.53	Aaa AA+
3133EREN7	FED FARM CR BNKS 5.420 05/15/28 '25	05/15/2024 05/15/2024	5,000,000.00	5,000,000.00 0.00	5,000,000.00	5.42	05/15/2028	1,141	99.85 4,992,300.00	(7,700.00) 5,000,000.00	1.52	Aaa AA+
3133ERHF1	FED FARM CR BNKS 5.430 06/20/28 '25	06/28/2024 06/28/2024	5,000,000.00	5,002,500.00 0.00	5,002,500.00	5.38	06/20/2028	1,177	100.09 5,004,650.00	4,089.78 5,000,560.22	1.52	Aaa AA+

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
3133ERDH1	FED FARM CR BNKS 4.750 04/30/29	05/06/2024 05/06/2024	4,000,000.00	4,019,156.00 0.00	4,019,156.00	4.64	04/30/2029	1,491	102.70 4,107,880.00	92,197.34 4,015,682.66	1.25	Aaa AA+
3130B17A9	FHLBANKS 5.710 05/02/29 '25	05/03/2024 05/03/2024	4,000,000.00	3,999,000.00 0.00	3,999,000.00	5.72	05/02/2029	1,493	100.09 4,003,560.00	4,377.54 3,999,182.46	1.22	Aaa AA+
3133ERYH8	FED FARM CR BNKS 3.875 10/23/29	10/29/2024 10/29/2024	8,500,000.00	8,415,935.00 5,489.58	8,421,424.58	4.10	10/23/2029	1,667	99.29 8,439,480.00	16,431.81 8,423,048.19	2.56	Aaa AA+
3133ER7L9	FED FARM CR BNKS 4.000 03/18/30	03/18/2025 03/18/2025	7,500,000.00	7,457,100.00 0.00	7,457,100.00	4.13	03/18/2030	1,813	99.85 7,488,525.00	31,096.08 7,457,428.92	2.28	Aaa AA+
U.S. AGENCIES TOTAL			**55,500,000.00**	**55,366,280.08 5,489.58**	**55,371,769.67**	**4.67**		**1,203**	**100.44 55,742,000.00**	**361,616.63 55,380,383.37**	**16.94**	**AA+**
MUNICIPAL BONDS												
762315RP6	RHODE ISLAND ST STUDENT LN 2.530 12/01/25	06/05/2023 06/07/2023	2,300,000.00	2,146,406.00 0.00	2,146,406.00	5.43	12/01/2025	245	98.63 2,268,395.70	9,717.34 2,258,678.36	0.69	NA AAA
89439YCV9	TRAVIS CNTY TEX HEALTHCARE 5.023 03/01/26	08/08/2023 08/08/2023	1,455,000.00	1,455,000.00 0.00	1,455,000.00	5.02	03/01/2026	335	100.67 1,464,793.61	9,793.61 1,455,000.00	0.45	Aa2 NA
88283LHT6	TEXAS TRANSN COM-MN ST HWY F 5.028 04/01/26	10/16/2023 10/16/2023	1,930,000.00	1,917,300.60 0.00	1,917,300.60	5.32	04/01/2026	366	100.74 1,944,282.00	19,449.43 1,924,832.57	0.59	Aaa AAA
678713GM4	OKLAHOMA CNTY OKLA INDPT SC 4.625 05/01/26	04/25/2023 05/25/2023	3,755,000.00	3,767,616.80 0.00	3,767,616.80	4.48	05/01/2026	396	100.33 3,767,323.91	7,665.56 3,759,658.35	1.14	NA A+
454624U62	INDIANA BD BK REV 5.490 07/15/26	08/17/2023 08/17/2023	2,680,000.00	2,693,185.60 0.00	2,693,185.60	5.30	07/15/2026	471	100.64 2,697,162.72	11,325.96 2,685,836.76	0.82	NA AA+
88213AKF1	BOARD OF REGENTS TEXAS A & 2.986 05/15/28 '27	08/14/2024 08/14/2024	5,250,000.00	5,083,732.50 0.00	5,083,732.50	3.90	05/15/2028	1,141	96.47 5,064,911.25	(46,734.77) 5,111,646.02	1.54	Aaa AAA
250433UC1	DESERT SANDS CALIF UNI SCH 2.202 08/01/28	08/14/2024 08/14/2024	5,000,000.00	4,694,400.00 0.00	4,694,400.00	3.88	08/01/2028	1,219	93.95 4,697,295.00	(45,646.44) 4,742,941.44	1.43	Aa2 AA
625517NJ2	MULTNOMAH CNTY ORE SCH DIST 1.650 06/30/29	08/19/2024 08/19/2024	5,500,000.00	4,938,890.00 0.00	4,938,890.00	3.98	06/30/2029	1,552	89.78 4,937,900.00	(72,076.57) 5,009,976.57	1.50	Aa2 AA
MUNICIPAL BONDS TOTAL			**27,870,000.00**	**26,696,531.50 0.00**	**26,696,531.50**	**4.43**		**883**	**96.48 26,842,064.19**	**(106,505.87) 26,948,570.06**	**8.16**	**AA**
OPERATING FUND TOTAL			**332,485,107.72**	**325,995,894.78 101,963.78**	**326,097,858.56**	**4.40**		**589**	**328,530,845.84**	**507,266.89 328,023,578.95**	**99.82**	**AA**
VENDOR FUND												
BANK DEPOSITS												
664053249	Frost Bank Public Fund Checking Account	03/31/2025 03/31/2025	585,563.53	585,563.53 0.00	585,563.53	0.00		1	1.00 585,563.53	0.00 585,563.53	0.18	NA NA

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
BANK DEPOSITS TOTAL			585,563.53	585,563.53 0.00	585,563.53	0.00		1	1.00 585,563.53	0.00 585,563.53	0.18	NA
VENDOR FUND TOTAL			585,563.53	585,563.53 0.00	585,563.53	0.00		1	585,563.53	0.00 585,563.53	0.18	NA
GRAND TOTAL			333,070,671.25	326,581,458.31 101,963.78	326,683,422.09	4.40		588	329,116,409.37	507,266.89 328,609,142.48	100.00	AA

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of May 20, 2025

DATE: May 20, 2025

TO: Port Commission

FROM: Tony MacDonald
Director of Operations

Award a contract to Miner, Ltd. in the amount of $290,935 for purchase and installation of fourteen warehouse overhead doors at Cargo Docks 9, 14 and 15.

SUMMARY: Staff requests the Port Commission award a contract to Miner, Ltd., in the amount of $290,935 for the purchase and installation of warehouse overhead doors at Cargo Docks 9, 14 and 15.

BACKGROUND: Several overhead doors at various warehouses are in very poor condition, damaged, or inoperable. This is the third project to replace overhead doors Port-wide, and this project supports an ongoing effort to improve the safety and function of overhead doors as needed throughout PCCA warehouses.

The contract documents included a Base Bid and an Additive Bid Item, with the following scopes of work:

- Base Bid: Includes selection, purchase and installation of a total of 10 steel roll-up overhead doors of various sizes, five at Cargo Dock 9 and five at Cargo Dock 15.
- Additive Bid Item 1: Unit cost to replace one (1) 14 ft x 14 ft steel roll-up overhead door at Cargo Dock 14.

Bids were evaluated using an Evaluated Bid consisting of a combination of the Base Bid and a quantity of four overhead doors at the additive bid item unit price to give the PCCA the ability to rate the submitted bids on an equitable basis and provide the best value to the PCCA.

On March 26, 2025, we received four responses to our solicitation for bids. Miner, Ltd., was the lowest and best evaluated bid in the amount of $290,935, including $223,315 for the Base Bid and $67,620 for four doors at the additive bid unit price of $16,905. PCCA has reviewed Miner, Ltd.'s references and has completed similar overhead door replacements.

ALTERNATIVES: None.

CONFORMITY TO PORT POLICY: This process conforms to the PCCA's procurement policy and the Texas Water Code.

EMERGENCY: No.

FINANCIAL IMPACT: This project is included in the 2025 budget.

STAFF RECOMMENDATION: Staff recommends the Port Commission award a contract to Miner, Ltd. in the amount of $223,315 for the base bid to purchase and installation of warehouse overhead doors at Cargo Docks 9 and 15. Staff also recommends acceptance of Additive Bid Item 1 in the amount of $67,620 for four doors to be installed at Cargo Dock 14 with a unit price of $16,905 per door. The total recommended contract amount is $290,935.

DEPARTMENTAL CLEARANCES:

Originating Department	Operations
Reviewed & Approved	Tony MacDonald
Legal	Contract
Senior Staff	Kent Britton
	Kyle Hogan
	Cindy Bertolami

LIST OF SUPPORTING DOCUMENTS:
Solicitation Results

ID TABULATION FOR PURCHASE AND INSTALLATION OF WAREHOUSE OVERHEAD DOORS AT CARGO DOCKS 9 AND 15
PROJECT NO. RFB 25-306A
Bid Opening: March 26, 2025 at 3:00 p.m.

Company Name	Bid[A]	Additive Bid Item 1[B]	Evluated Bid[C]	Number of Days	Addend No. 1	Addend No. 2
Hynes Services Inc.	**Withdrew Bid**					
Miner, Ltd.	$223,315.00	$16,905.00	$290,935.00	45	Yes	Yes
AM Services Company	$258,610.00	$20,737.35	$341,559.40	120	Yes	Yes
SpawGlass Contractors Inc.	$294,418.15	$19,236.00	$371,362.15	90	Yes	Yes

*In calendar days

[A] BID: The project generally consists of replacing several overhead roll-up doors of various sizes in warehouses located at Cargo Docks 9 and 15, as indicated per the bid items below. Locations of doors to be replaced can be found in the provided Reference Drawings. The scope of work includes selection and purchase of overhead roll-up doors, installation of new, TDI approved, 60 psf roll-up overhead doors, and operational testing for each door, in accordance with Specification 08 33 00. PCCA to coordinate the removal of existing overhead doors (by Others) and installation of new doors (this contract). The total purchase price will cover all costs, including profit, freight and overhead, incurred in providing the materials required under this purchase. This is a lump sum purchase. The bid items include all work not specifically identified as an additive, deductive, or alternate bid item. Additive, deductive, or alternate bid items are those items that may be added to or deleted from the contract if so desired by the PCCA.

[B]ADDITIVE BID ITEM 1: Includes Unit price for purchase and installation of one (1) 14 ft x 14 ft steel roll-up overhead door.

[C]EVALUATED BID: To rate the bids on an equitable basis and provide the most value to the PCCA, the bids will be evaluated using the following formula. Bidder must complete the formula. Base Bid (Total Lump Sum for Base Bid) = 4 EA x $___ /EA Additive Bid Item 1

Read By: Melinda Licon

Tabulated By: Jesus Cavazos

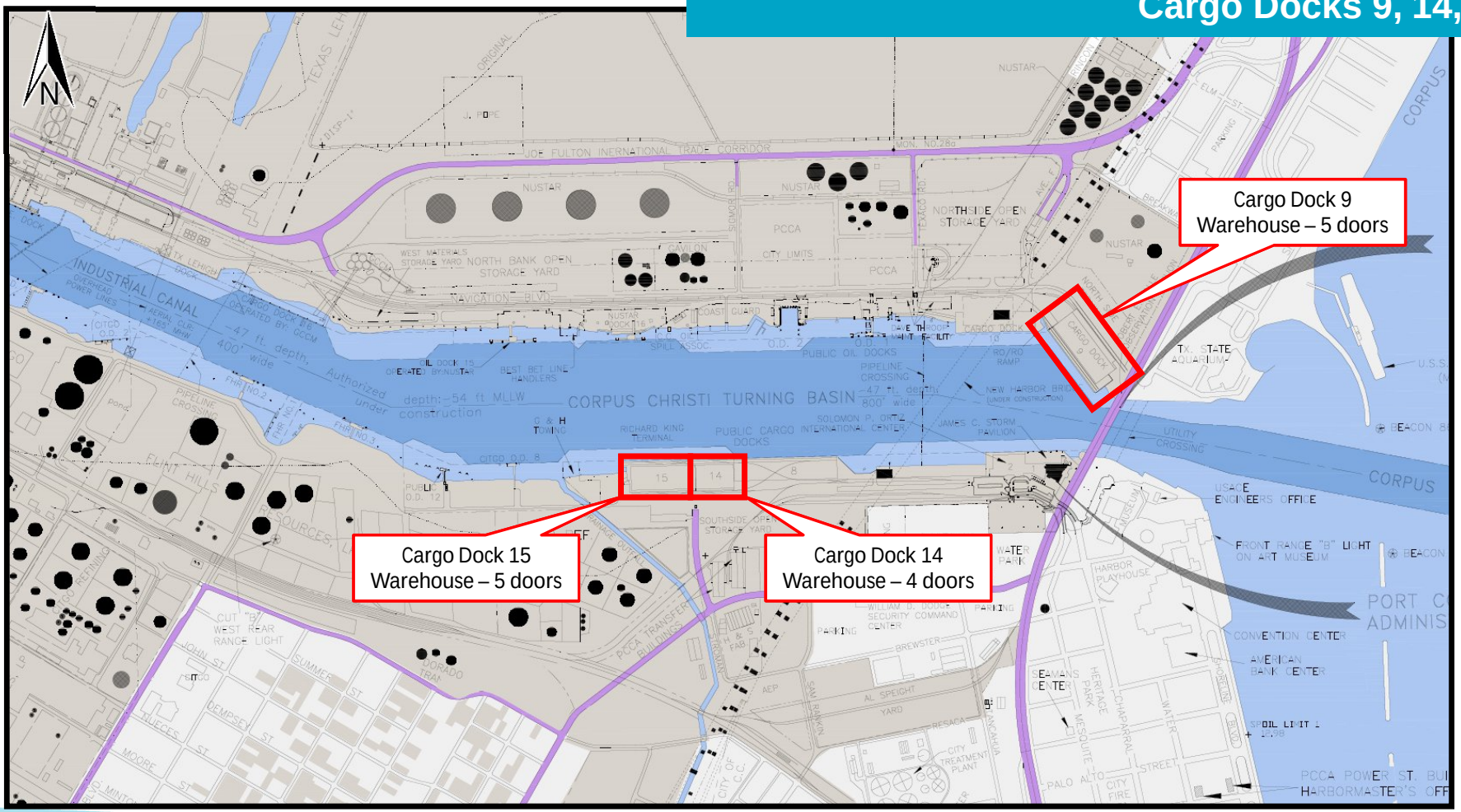
Checked & Prepared By: Jesus Cavazos

Date: 3/26/2025

8/12

Overhead Door Replacement

Cargo Docks 9, 14, and 15



DATE: May 20, 2025

TO: Port Commission

FROM: Brooks Lobingier
Director of Information Technology
blobingier@pocca.com
(361) 885-6673

Approve a purchase contract with Computacenter United States Inc., in the amount of $551,081.26 for a new VxRail environment in the data center at the Executive Administration Building, using Texas DIR Contract #DIR-CPO-5792.

SUMMARY: Staff is requesting approval of a purchase contract with Computacenter United States Inc., in the amount of $551,081.26. This contract will be used to acquire and set up a new VxRail environment in the data center at the Executive Administration Building. The project includes migrating all production systems to the new VxRail environment, utilizing Texas DIR Contract #DIR-CPO-5792.

BACKGROUND: PCCA's current VxRail infrastructure, located in the Annex building and acquired in 2017, is approaching the end of its life cycle. Staff recommends acquiring and deploying a new Dell VxRail hyper-converged infrastructure (HCI) solution to meet evolving technological demands and support future growth. VxRail integrates server, storage, and networking hardware into a single appliance, simplifying management and enhancing performance.

Staff is requesting approval to purchase and install the new VxRail system in the data center located within the Executive Administration building. This migration will transfer all production virtual machines (VMs) to the new VxRail platform. The existing VxRail will remain in the Annex building and will be utilized for all test and development systems.

ALTERNATIVES: Leave the current production virtual machines on end-of-life hardware with extended support. Migrating from the current environment located at the Annex to the Executive Administration Building will require system downtime over an extended weekend.

CONFORMITY TO PORT POLICY: This project conforms to PCCA Strategic Goal #3 - Operate the Port's Facilities safely, securely, and efficiently.

EMERGENCY: None.

FINANCIAL IMPACT: Included in 2026 Capital Forecast. Due to accelerated completion of EAB datacenter fire suppression system, this replacement has been moved up and therefore unbudgeted in 2025

STAFF RECOMMENDATION: Staff recommend approving a purchase contract for $551,081.26 with Computacenter United States Inc., for a new VxRail environment, utilizing Texas DIR Contract #DIR-CPO-5792.

DEPARTMENTAL CLEARANCES:

Originating Department	Information Technology
Reviewed & Approved	Brooks Lobingier
Legal	Dane Bruun
Senior Staff	Kent Britton
	Cindy Bertolami

LIST OF SUPPORTING DOCUMENTS:

SC-0573d POCCA VxRail VE 600 SOW.pdf
QT-000243231v3.pdf

Computacenter

Computacenter United States Inc. Sales Proposal

QT-000243231- Version : 3

Opportunity Reference	OP185107

Sold To
Port of Corpus Christi Authority
PO Box 1541
Corpus Christi TX 78403-1541

Created Date	04/23/2025
Validity Date	Pricing is valid until 05/30/2025
Terms	30 days net
Sales Rep	Michael Busch
Sales Rep Phone	
Sales Rep Fax	
Sales Rep Email	michael.busch@computacenter.com
Inside Sales Rep	Allison Canalichio
Inside Sales Rep Phone	(210) 236-4427
Inside Sales Rep Fax	
Inside Sales Rep Email	allison.canalichio@computacenter.com
Contact Name	Bland Chamberlain
Email	bland@pocca.com
Phone	(361) 885-6146

Ship To

PoCCA - VxRail VE-660 (25Gb - 5YRS) + KVM

Subtotal	**551,081.26**
Total	**551,081.26**
Quote Currency	**USD**

Special Quote Notes

Dell DIR-CPO-5792

Computacenter

DETAILED ITEM OVERVIEW

QT-000243231- Version : 3

Line #	Part #	Qty	Description	List Price in USD	Discount %	Sell Price in USD	Extd Sell Price in USD
001	210-BHBH	4	VxRail VE-660	329,379.84	63.11 %	121,503.96	486,015.84
002	329-BDWH	4	PSNT Info	0.00	0.0 %	0.00	0.00
003	329-BJSM	4	VxRail VE-660 Branding	0.00	0.0 %	0.00	0.00
004	379-BFGK	4	VxRail NVME	0.00	0.0 %	0.00	0.00
005	379-BEZH	4	vSAN Express Storage Architecture Node	0.00	0.0 %	0.00	0.00
006	384-BDXD	4	VxRail VE-660 Firmware Lock	0.00	0.0 %	0.00	0.00
007	634-CVZD	4	VxRail Software 8.0.300 Factory Install	0.00	0.0 %	0.00	0.00
008	379-BDYQ	4	No Transformational License Agreement	0.00	0.0 %	0.00	0.00
009	634-BSJZ	4	VxRail VMware Subscription or BYOS from Broadcom - ApprovalRequired	0.00	0.0 %	0.00	0.00
010	379-BEWY	4	Informational Purposes Only	0.00	0.0 %	0.00	0.00
011	321-BHSD	4	2.5" Chassis with up to 10 NVMe Drives, 1CPU, No PERCController	0.00	0.0 %	0.00	0.00
012	379-BDSR	4	No GPU Enablement	0.00	0.0 %	0.00	0.00
013	325-BFGZ	4	VxRail 1U Bezel	0.00	0.0 %	0.00	0.00
014	338-CHSJ	4	Intel Xeon Gold 6442Y 2.6G, 24C/48T, 16GT/s, 60MCache,Turbo,HT (225W) DDR5-4800	0.00	0.0 %	0.00	0.00
015	374-BBBX	4	No Additional Processor	0.00	0.0 %	0.00	0.00
016	370-BBRX	4	5600MT/s RDIMMs	0.00	0.0 %	0.00	0.00
017	400-ABHL	4	No Hard Drive	0.00	0.0 %	0.00	0.00
018	330-BCKG	4	HCI, 660 Riser Config 4, Low Profile, 2x8 LP Slots (Gen5) +1x16LP Slot (Gen4), 1CPU	0.00	0.0 %	0.00	0.00
019	540-BCOC	4	Broadcom 57414 Dual Port 10/25GbE SFP28, OCPNIC 3.0	0.00	0.0 %	0.00	0.00
020	540-BDKD	4	Broadcom 5720 Dual Port 1GbE LOM	0.00	0.0 %	0.00	0.00
021	461-AAIG	4	Trusted Platform Module 2.0 V5	0.00	0.0 %	0.00	0.00
022	770-BDMT	4	Cable Management Arm	0.00	0.0 %	0.00	0.00
023	770-BECD	4	ReadyRails Sliding Rails (A15)	0.00	0.0 %	0.00	0.00
024	450-AKLF	4	Dual, Redundant(1+1), Hot-Plug Power Supply,1100W MM(100-240Vac) Titanium	0.00	0.0 %	0.00	0.00
025	343-BBTS	4	R660 Dell label (BIS) for 2.5" Chassis	0.00	0.0 %	0.00	0.00
026	343-BBTT	4	PowerEdge R660 CCC Marking, No CE Marking	0.00	0.0 %	0.00	0.00
027	340-DLFT	4	VE-660 Shipping, DAO	0.00	0.0 %	0.00	0.00
028	340-DBYC	4	PowerEdge R660 Shipping Material, 10x2.5", 8x2.5"Smart Flowor 16xEDSFF	0.00	0.0 %	0.00	0.00
029	379-BEID	4	10x2.5 Front Storage	0.00	0.0 %	0.00	0.00
030	329-BKBP	4	Motherboard MLK supports ALL CPUs and is required for CPUs250W and above	0.00	0.0 %	0.00	0.00
031	412-ABEH	4	Performance Heatsink for 1 CPU Configuration (CPU lessthan250W)	0.00	0.0 %	0.00	0.00
032	370-AAIP	4	Performance Optimized	0.00	0.0 %	0.00	0.00
033	780-BCDO	4	C30, No RAID for NVME chassis	0.00	0.0 %	0.00	0.00
034	405-AACD	4	No Controller	0.00	0.0 %	0.00	0.00
035	403-BCRZ	4	BOSS-N1 controller card + with 2 M.2 960GB (RAID 1)	0.00	0.0 %	0.00	0.00
036	470-AFMG	4	BOSS Cables and Bracket for R660	0.00	0.0 %	0.00	0.00
037	528-CTIC	4	iDRAC9, Enterprise 16G	0.00	0.0 %	0.00	0.00
038	379-BCQY	4	iDRAC Group Manager, Disabled	0.00	0.0 %	0.00	0.00
039	379-BCSG	4	iDRAC,Legacy Password	0.00	0.0 %	0.00	0.00
040	379-BCRB	4	DHCP with Zero Touch Configuration	0.00	0.0 %	0.00	0.00
041	384-BCUJ	4	4 Very High Performance Fans	0.00	0.0 %	0.00	0.00
042	350-BBXM	4	No Quick Sync	0.00	0.0 %	0.00	0.00
043	631-AACK	4	No Systems Documentation, No OpenManage DVD Kit	0.00	0.0 %	0.00	0.00

Line #	Part #	Qty	Description	List Price in USD	Discount %	Sell Price in USD	Extd Sell Price in USD
044	387-BBEY	4	No Energy Star	0.00	0.0 %	0.00	0.00
045	800-BBDM	4	UEFI BIOS Boot Mode with GPT Partition	0.00	0.0 %	0.00	0.00
046	800-BBZH	4	Enable UEFI Secure Boot	0.00	0.0 %	0.00	0.00
047	350-BCRJ	4	VE-660 Luggage Tag	0.00	0.0 %	0.00	0.00
048	817-BBBP	4	None Required	0.00	0.0 %	0.00	0.00
049	896-2494	4	Dell Hardware Limited Warranty	0.00	0.0 %	0.00	0.00
050	896-2727	4	Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 2 Years Extended	0.00	0.0 %	0.00	0.00
051	896-2732	4	Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	0.00	0.0 %	0.00	0.00
052	896-2761 0.00	4	Prosupport Plus Mission Critical 7x24 Technical Support and Assistance 5	Years	0.000.0	%	0.00
053	951-2015	4	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	0.00	0.0 %	0.00	0.00
054	975-3461	4	Dell Limited Hardware Warranty Extended Year(s)	0.00	0.0 %	0.00	0.00
055	379-BEWY	4	Informational Purposes Only	0.00	0.0 %	0.00	0.00
056	713-2268 0.00	4	60 Months ProSupport Plus VxRail VMware Cloud Foundation Sub Sftwr Spt-Contract	0.00	0.000.0	%	0.00
057	713-2254	4	60 Months ProSupport Plus VMware vSAN Add-On per TiB Sub Sftwr Spt-Contract	0.00	0.0 %	0.00	0.00
058	825-8624	4	Certified Deployment Partner T2	0.00	0.0 %	0.00	0.00
059	370-BCFQ	48	64GB RDIMM, 5600MT/s, Dual Rank - HCI	0.00	0.0 %	0.00	0.00
060	400-BQTF	20	7.68TB Enterprise NVMe Read Intensive AG Drive U.2 Gen4 with Carrier - HCI	0.00	0.0 %	0.00	0.00
061	540-BDGV	4	Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile, V2	0.00	0.0 %	0.00	0.00
062	492-BBDI	8	C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	0.00	0.0 %	0.00	0.00
063	153-BGGZ	96	VxRail VMware Cloud Foundation (VCF), 5Yrs Subscription per Core	0.00	0.0 %	0.00	0.00
064	153-BGGT	44	VxRail VMware vSAN Add-On, 5Yrs Subscription perTiB	0.00	0.0 %	0.00	0.00
065	634-CDJL	4	VxRail HCI System Software, 16G	0.00	0.0 %	0.00	0.00
066	634-BWZS	20	VxRail HCI System Software, Capacity Drive, 7.68TB	0.00	0.0 %	0.00	0.00
067	634-CDJK	48	VxRail HCI System Software Memory, 64GB, 16G	0.00	0.0 %	0.00	0.00
068	823-4168	4	Customer Provided, vSAN, ELA	0.00	0.0 %	0.00	0.00
069	713-2233	96	60 Months ProSupport Plus VxRail VMware Cloud Foundation Sub Sftwr Spt-Maint	0.00	0.0 %	0.00	0.00
070	713-2271	44	60 Months ProSupport Plus VMware vSAN Add-On per TiB Sub Sftwr Spt-Maint	0.00	0.0 %	0.00	0.00
Subtotal							**486,015.84**
071	210-ARZC	4	Recover Point for Virtual Machine	0.00	0.0 %	0.00	0.00
072	865-3470	4	5 Years ProSupport Plus RecoverPoint for Virtual Machines Sftwr Spt-Contract	0.00	0.0 %	0.00	0.00
073	900-9997	4	On-Site Installation Declined	0.00	0.0 %	0.00	0.00
074	626-BBBG	4	Storage Software Info	0.00	0.0 %	0.00	0.00
075	142-BBNV	4	HCIA RecoverPoint for VMs for 1 node	0.00	0.0 %	0.00	0.00
Subtotal							**0.00**
076	210-APHQ	2	Dell EMC S5224F-ON Switch, 24x 25GbE SFP28, 4x 100GbE QSFP28 ports, IO to PSU air, 2x PSU	44,700.71	73.53 %	11,832.54	23,665.08
077	343-BBLP	2	Dell EMC S52XX-ON Series User Guide	0.00	0.0 %	0.00	0.00
078	634-BRWJ	2	OS10 Enterprise, S5224F-ON	0.00	0.0 %	0.00	0.00

Line #	Part #	Qty	Description	List Price in USD	Discount %	Sell Price in USD	Extd Sell Price in USD
079	818-4983	2	Dell Hardware Limited Warranty 1 Year	0.00	0.0 %	0.00	0.00
080	818-5025	2	ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch,1 Year	0.00	0.0 %	0.00	0.00
081	818-5032	2	ProSupport Plus Mission Critical:7x24 HW/SW Technical Support and Assistance, 5 Years	0.00	0.0 %	0.00	0.00
082	818-5033	2	ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Years Extended	0.00	0.0 %	0.00	0.00
083	951-2015	2	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	0.00	0.0 %	0.00	0.00
084	975-3461	2	Dell Limited Hardware Warranty Extended Year(s)	0.00	0.0 %	0.00	0.00
085	997-6306	2	Info 3rd Party Software Warranty provided by Vendor	0.00	0.0 %	0.00	0.00
086	825-8624	2	Certified Deployment Partner T2	0.00	0.0 %	0.00	0.00
087	848-8542	2	5 Years ProSupport Plus OS10 Enterprise Software Support-Maintenance	0.00	0.0 %	0.00	0.00
088	470-ABOU	2	Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter	0.00	0.0 %	0.00	0.00
089	470-BBCX	8	Dell Networking, Cable, SFP28 to SFP28, 25GbE,Passive Copper TwinaxDirect Attach Cable,3 Meter	0.00	0.0 %	0.00	0.00
090	450-AASX	2	Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US QTY 2	0.00	0.0 %	0.00	0.00
091	450-AASX	2	Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US QTY 2	0.00	0.0 %	0.00	0.00
Subtotal							**23,665.08**
092	A7546774	1	Dell 16-port Digital KVM Switch - 2 IP users - TAA Compliant	3,870.99	7.06 %	3,597.74	3,597.74
Subtotal							**3,597.74**
093	A7547292	1	Dell 5-year Gold Hardware Maintenance by Vertiv - DMPU2016	1,546.43	7.06 %	1,437.27	1,437.27
Subtotal							**1,437.27**
094	A7547276	1	Server interface module for VGA, USB keyboard, mouse supporting virtual media, CAC and USB2.0. Used with MergePoint Unit	140.99	1.18 %	139.33	139.33
Subtotal							**139.33**
095	SOW	1	Statement of Work No. SC-0573b - VxRail VE 660	46,000.00	21.25 %	36,226.00	36,226.00
Subtotal							**36,226.00**

Subtotal	**551,081.26**
Total	**551,081.26**
Quote Currency	**USD**

Computacenter

Tax Disclaimer

This quote contains net prices only and does not contain tax calculation or tax indication. Detailed tax is calculated on invoices only. Please make sure you share with us any tax exemption certificate relevant to this transaction, otherwise the tax amount on our invoice may be incorrect.

Terms and Conditions

This quote, and any and all subsequent purchase orders made against this quote, is governed by Texas DIR Contract # DIR-CPO-5792.

Texas DIR Contract # DIR-CPO-5792.

OR by signing below:

Signature Acceptance:

By:

Name:

Title:

Date:

Texas DIR Contract #DIR-CPO-5792

VxRail VE 660

Statement of Work No. SC-0573d
OP185107

By and Between

Port of Corpus Christi Auth.
400 Harbor Drive
Corpus Christi, TX 78401

And

Computacenter United States Inc.
6025 The Corners Parkway
Suite 100
Norcross, GA 30092

Date Submitted: 5/6/2025

CONFIDENTIAL & PROPRIETARY
Valid for thirty (30) days from submission date

EXHIBIT LIST

- Exhibit A – Change Order Form

EXECUTIVE SUMMARY

Port of Corpus Christi Auth. ("Customer") hereby engages Computacenter United States Inc. ("Computacenter") to perform the services specified herein ("Services") within this Statement of Work ("SOW").

This SOW will become effective following mutual signature, and it will expire upon project completion on 6/30/2025 ("Project Completion Date").

PROJECT SUMMARY

Computacenter will cable new VxRail nodes and switches VE-660 & PowerSwitch S5224F, migrate all VMs to the new VxRail environment, power down, remove, and label the old seven (7) VxRail hosts, and provide knowledge transfer and documentation.

PROJECT LOCATIONS

The Services will be performed at the location(s) below:

Customer Location	Bland Chamberlain Corpus Christi, TX USA

SERVICES AND DELIVERABLES

Computacenter will provide the following services and deliverables to Customer pursuant to the schedule set forth below. Computacenter is not responsible for any delays to the extent caused by Customer or due to circumstances outside of Computacenter's reasonable control. Services will not commence until this SOW has been fully executed by authorized representatives of both parties and purchase order issued, where applicable.

PROJECT OUTLINE

The project will consist of the following tasks as outlined in the phase below.

i. Project Initiation Phase

1. Conduct a kick-off meeting with Customer's team to review the project plan
2. Review the SOW, establish mutual expectations for delivery of this service, and agree on roles and responsibilities

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3. Review project methodology, including milestones, communications, risk and issue tracking, action items, and reporting

ii. Planning & Design Phase

1. Conduct status meetings
2. Conduct design session
3. Document and validate findings with Customer
4. Obtain Customer approval to begin Execution Phase

iii. Execution Phase

1. Tag and label VxRail hardware
2. Configure VxRail
3. Update VxRail software
4. Perform configuration validation
5. Configure DELL switches configuration
6. Prepare and migrate VMs to new VxRail (T&M basis)
7. Oversee VM testing's after migration

iv. Project Closeout Phase

1. Create As-Built documentation describing the deployment and provide to the Customer
2. Conduct a knowledge transfer session (Not to exceed four (4) hours in duration)
3. Conduct site closure meeting
4. Deliver Customer acknowledgement and obtain signoff

DELIVERABLES

- As-Built Documentation
- Computacenter will deliver a single knowledge transfer session, limited to four (4) hours, to describe the configuration changes.

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EXCLUSIONS

Services and deliverables not listed above are not included in this SOW. For the avoidance of doubt, the following items are specifically excluded unless mutually agreed upon by the parties in writing through a written change order:

- Any locations not listed are not covered by this SOW.
- Remediation of existing issues unless specifically covered by this SOW.
- Extensive documentation such as run books or step by step installation instructions.
- Configuration or modification of any network device, software or other system not specifically stated in this SOW.
- Computacenter will not conduct any on-premises site surveys, electrical work, etc.
- Rack and stack of VxRail.
- Decommissioning of old equipment.

SCHEDULE

Project will begin on a date that is mutually agreeable to Computacenter and the Customer within thirty days of the effective date.

ACCEPTANCE TESTING

Customer shall be deemed to have accepted the Deliverables if Customer does not notify Computacenter of deficiencies within ten (10) business days of delivery or sooner if Customer begins use of the deliverable(s) in a production environment.

ASSUMPTIONS

This SOW is based on the information currently available to Computacenter. Based on our current knowledge, the parties have identified the assumptions set forth below in "**Project Assumptions**" and "**Technical Assumptions**." All changes must be made through Change Order.

GENERAL PROJECT ASSUMPTIONS

- Customer will appoint a project sponsor to oversee the direction of this project. The appointed project sponsor will have decision-making authority over all aspects of the project, including facilitating commitment of Customer resources and employees, decisions regarding scope management, and issue or conflict resolution.
- Customer understands the success of this project is dependent on the participation of Customer employees: attending facilitated workshops, sharing information, and collecting data as needed to support project activities. Customer understands the need to review interim and final Deliverables and report acceptance or discrepancy to Computacenter according to the project schedule set forth at the project kickoff.

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- Customer will provide adequate, co-located workspace for the engagement participants (both Computacenter and Customer resources) with the appropriate system level access.
- Customer will provide network connectivity and Internet access to Computacenter as needed.
- Customer will provide elevated network and system credentials prior to arrival.
- Any service, process, product, or procedure that is not explicitly and clearly stated in this SOW is outside the scope of the Project.
- This SOW is based on discussions with the Customer and does not take into account any changes to the environment made by the Customer or any third parties since its writing. If a significant change has occurred during this period, a Change Order may be required.
- If there are any delays caused by Customer preventing delivery of the project exceeding thirty (30) days, Computacenter may, upon written notice to Customer, modify the fee schedule to accommodate for the Customer's delay.
- Work will be performed during normal business hours (7:00 AM – 6:00 PM, Monday through Friday, excluding holidays).

TECHNICAL PROJECT ASSUMPTIONS

- Customer will:
  - Provide a point of contact at site.
  - Be responsible for the rack and stack of the VxRail.

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FEES AND EXPENSES

SERVICES BILLING

Fixed Fee and Time & Materials:

Fixed Price and Time & Materials milestones

Billing Milestone	Description	Amount
1.	Completion of Design Phase	$5,000.00
2.	Completion of VxRail Configuration , and Software Update and Validation	$17,000.00
3.	Migrate VMS to New VxRail (34 hrs X $259/hr) – T&M Basis	$8,806.00
3.	Completion of Project	$5,420.00
	TOTAL	**$36,226.00**

BILLING NOTES

- Services will be invoiced on a Fixed Price and Time & Materials basis, upon completion of each milestone.

EXPENSES BILLING

- Travel expenses have been included in the engagement pricing.

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LATE CANCELLATION

If the Customer commits to Project dates and then cancels with fewer than forty-eight (48) hours' notice ("Late Cancellations"), Computacenter reserves the right to re-schedule for the first available date. The Customer shall be responsible for all costs incurred due to Late Cancellations. Notwithstanding the foregoing, in the event the Customer cancels or postpones any portion of the Services without enough advance notification to allow Computacenter to cancel travel plans and related expenses by its employees or subcontractors, the Customer will pay the actual cost of such non-cancellable travel and related expenses.

PURCHASE ORDER

Customer must complete this section. If Customer checks "Yes," then the Purchase Order ("**PO**") must match this SOW as to any invoicing and all other payment information. In the case of a conflict between the terms of this SOW and those in any PO, the terms of this SOW control.

Purchase Order required (check one): ☐ **Yes** ☐ **No**

AUTHORIZATION AND ACCEPTANCE

By signing below, both Computacenter and the Customer agree to the terms and conditions of this SOW and the Texas DIR Contract #DIR-CPO-5792.

COMPUTACENTER UNITED STATES INC.	**PORT OF CORPUS CHRISTI AUTH.**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Upon execution, please submit signed document to dl.us.pts-ps-operations@computacenter.com

SC-0573d

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EXHIBIT A

CHANGE ORDER FORM

Professional Services Change Order Form

Buyer: **PORT OF CORPUS CHRISTI AUTH.**	Project: _____
Opportunity Number:	Change Order Contract Number: Project ID Number:
Request Date:	Project Manager:
Project Phase: Execution Phase	
Description of Change: *[Brief statement(s) on change; customer-facing language.]* Example: *Additional Conduit needed for **APS** (CC) estimate an additional x hours on site to complete.*	
Reason for Change: *Additional Conduit needed for **APS** (CC) estimate an additional x hours on site to complete.*	
Cost and Invoicing of Change: Example: $166,000 ($155,000 additional to SOW, + $11,000 unexpended residual from base SOW) *A time and materials billing method will be used for invoicing per the below rates. $155,000 in additional cost to the base SOW is being authorized. In addition to leveraging $11,000 left over in un-invoiced funding from the base SOW, in total this will constitute a $166,000 maximum fee for this change order (CO) . Scope and schedule of work is for a refresh of up to 2,300 desks in the DB Jacksonville campus to be completed by Feb 1, 2022. Parties understand that the resource rates, durations, and maximum fee for this CO are contingent on CC being able to utilize a specific, time-bound PM and engineering team to complete all work by Feb 1st, 2022. Any residual scope remaining beyond Feb 1st, 2022 that is outside of CC's control to complete (Due to lack of availability of required hardware components, or of any floor area) will need to be mutually rescheduled - possibly at additional cost, especially should the full $166,000 threshold be exhausted prior to Feb 1, 2022.* *Composition of time and materials billing will be as follows :* Senior Customer Engineer (6) at $495/per day = 2,970.00/day x 27 days = $80,190. Project Coordinator (1) @ $520/day x 11 days = $5,720. Consultant (1) @ $1,320.00/day x 11 days = $14,520. Implementation Specialist (1) @ $1,160.00/day x 27 days = $31,320. Travel (estimated actuals) = $23,250. Management Reserve (Including funding for floorwalking support of up to 10 man-days, or $4,950) = $11,000. Total Extended Price = $166,000. Due Date or Schedule Implication:	
Acknowledgement The Parties have signed below to indicate their acceptance of the terms and conditions herein. The undersigned is a person authorized by the Party to sign this Change Order.	
_____	**PORT OF CORPUS CHRISTI AUTH.**
Name:	Name:
Title:	Title:

SC-0573d

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Signature:	**Signature:**
Date:	**Date:**
Purchase Order Number and Billing Instructions:	

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Port of Corpus Christi Authority
Procurement Department
Price Verification Worksheet
Contract # TX Dell DIR-CPO-5792
Discount 18% Hardware and 3% Services

Staff: Claudia Rosalez
Date: 05/14/2025
Quotation #: 000243231v3
Vendor: Computacenter
Total Cost: $551,081.26

Line No.	Item No. or Description	Catalog Page No.	Quantity	List Price	Quoted Price	Extended Cost	Discount	Actual Discount %
1	VxRail VE-660 Part#210-BHBH	946	4	$ 15,180.00				
2	PSNT info Part#329-BDWH	1334	4	$ -				
3	VxRail VE-660 Branding Part#329-BJSM	1338	4	$ 55.00				
4	VXRail NVME Part#379-BFGK	1609	4	$ -				
5	SAN Express Storage Architecture Node Part#379-BEZH	1607	4	$ -				
6	VxRail VE-660 Firmaware Lock Part#384-BDXD	1919	4	$ -				
7	VxRail Software 8.0.300 Factory Install Pat#634-CVZD	3166	4	$ -				
8	No Transformational License Agreement Part#379-BDYQ	1605	4	$ -				
9	VxRail Vmware Subscritptipn Part#634-BSJZ	3139	4	$ -				
10	Informational Purposes Only Part#379-BEWY	1607	4	$ -				
11	2.5" Chassis Part#321-BHSD	1297	4	$ 740.00				
12	No GPU Enablement Part#379-BDSR	1604	4	$ -				
13	VxRail 1U Bezel Part#325-BFGZ	1323	4	$ 149.00				
14	Intel Xeon Gold 6442Y Part#338-CHSJ	1394	4	$ 5,149.00				
15	No Additional Proceessor Part#374-BBBX	1570	4	$ -				
16	5600MT/s RDIMMs Part#370-BBRX	1556	4	$ -				
17	No Hard Drive Part#400-ABHL	2166	4	$ -				
18	HCI, 660 Riser Config 4, Low Profile Part#330-BCKG	1356	4	$ 1,644.73				
19	Broadcom 57414 Part#540-BCOC	2709	4	$ 709.00				
20	Broadcom 5720 Part#540-BDKD	2713	4	$ 139.00				
21	Trusted Platform Module 2.0 V5 Part#461-AAIG	2352	4	$ 99.00				
22	Cable Manangement Arm Part#770-BDMT	4214	4	$ 66.00				
23	Ready/Rails Sliding Rails Part#770-BECD	4216	4	$ 120.85				
24	Dual,Redundant (1=1) Part#450-AKLF	2319	4	$ 1,429.00				
25	R660 Dell label Part#343-BBTS	1458	4	$ -				
26	PowerEdge R660 Part#343-BBTT	1458	4	$ -				
27	VE-660 Shipping Part#340-DLFT	1442	4	$ 16.09				

Line No.	Item No. or Description	Catalog Page No.	Quantity	List Price	Quoted Price	Extended Cost	Discount	Actual Discount %
28	PowerEdge R660 Shipping Material Part#340-DBYC	1436	4	$ 99.00				
29	10x2.5 Front Storage Part#379-BEID	1605	4	$ -				
30	Motherboard MLK Part#329-BKBP	1339	4	$ 450.00				
31	Performance Heatsink Part#412-ABEH	2244	4	$ 106.30				
32	Performance Optimized Part#370-AAIP	1546	4	$ -				
33	C30, No RAID Part#780-BCDO	4237	4	$ -				
34	No ControllerPart#405-AACD	2216	4	$ -				
35	BOSS-N1 Part#403-BCRZ	2211	4	$ 4,020.00				
36	BOSS Cables and Bracket Part#470-AFMG	2380	4	$ 50.00				
37	IDRAC Enterprise Part#528-CTIC	2672	4	$ 489.00				
38	IDRAC9 Group Manager Part#379-BCQY	1603	4	$ -				
39	IDRAC Legagy Password Part#379-BCSG	1603	4	$ -				
40	DHCP with Zero Touch Configuration Part#379-BCRB	1603	4	$ -				
41	4 Very High Performace Fans Part#384-BCUJ	1916	4	$ 299.00				
42	No Quick Sync Part#350-BBXM	1499	4	$ -				
43	No System Documentation, No Open Manage DVD Kit Part#631-AACK	3126	4	$ -				
44	No Energy Star Part#387-BBEY	1923	4	$ -				
45	UEFI Bios Boot Mode with GPT Part#800-BBDM	4432	4	$ -				
46	Enable UEFI Secure Boot Part#800-BBZH	4433	4	$ -				
47	VE-660 Luggage Tag Part#350-BCRJ	1503	4	$ 20.00				
48	None Required Part#817-BBBP	4552	4	$ -				
49	Dell Hardware Limited Warranty Part#896-2494	6136	4	$ 0.01				
50	Prosupport Plus Mission Critical 2 years Part#896-2727	6139	4	$ 3,685.00				
51	Prosupport Plus Mission Critical 3 years Part#896-2732	6139	4	$ 5,086.00				
52	Prosupport Plus Mission Critical 5 years Part#896-2761	6139	*4*	$ 60,732.00				
53	Thank you for choosing Dell Support Plus Part#951-2015	6467	*4*	$ 0.01				
54	Dell Limited Hardware Warranty Extended Years Part#975-3461	6507	*4*	$ -				
55	Informational Purposes Only Part#379-BEWY	1607	*4*	$ -				
56	60 Months ProSupport Plus VxRail Cloud Foundation Part#713-2268	3812	4	$ -				
57	60 Months ProSupport Plus VxRail TiB Sub Part#713-2254	3812	4	$ -				

Line No.	Item No. or Description	Catalog Page No.	Quantity	List Price	Quoted Price	Extended Cost	Discount	Actual Discount %
58	Certified Deployment Partner T2 Part#825-8624	4630	4	$ -				
59	64GB RDIMM, 5600MT/Dual Rank Part#370-BCFQ	1558	48	$ 4,329.00				
60	7.68TB Enterprise NVME Read Intensive AG Part#400-BQTF	2195	20	$ 11,801.30				
61	Broadcom 57414 Dual Port 10/25Gbe Part#540-BDGV	2712	4	$ 709.00				
62	C13 to C14, PDU Style, 12 AMP, 6.5 feet Part#492-BBDI	2434	8	$ 22.00				
63	VxRail Vmare Cloud Foundation, 5 years Part#153-BGGZ	660	96	$ 1,207.00				
64	VxRail VMare vSAN Add-on, 5 years Part#153-BGGZ	660	44	$ 1,207.00				
65	VxRail HCI System Software, 16G Part#634-CDJL	3155	4	$ 8,265.00				
66	VxRail HCI System Software, Capacity Druce, 7.68TB Part#634-BWZS	3146	20	$ 4,597.00				
67	VxRail HCI System Software Memory, 64 GB, 16G Part#634-CDJK	3155	48	$ 1,076.00				
68	Customer Provided, vSAN, ELA Part#823-4168	4601	4	$ -				
69	60 Months ProSupport Plus VxRail Cloud Foundation Part#713-2233	3812	96	$ 615.52				
70	60 Months ProSupport Vmware vSAN Add-On TiB Part#713-2271	3812	44	$ 369.31				
			4	$ 538,924.48	$121,503.9600	$ 486,015.84	18.00%	77.45%
71	Recover Point for Virtual Machine Part#210-ARZC	926	4	$ 0.01				
72	5 Years ProSupport Plus RecoverPont for Virtual Machines Contract part#865-3470	5294	4	$ -				
73	On-Site Installation Declined Part#900-9997	6396	4	$ -				
74	Storage Softeare Information Part#626-BBBG	3115	4	$ -				
75	HCIA RecoverPoint for VMs Part#142-BBNV	545	4	$ -				
				$ 0.01	$0.0000		18.00%	100.00%
76	Dell EMC S5224F-On Switch, 24x25GbE SFP28, 4x100GbE QSFP28 ports, IO to PSU air, 2 x PSU Part#210-APHQ	925	2	$ 21,138.00				
77	Dell EMC S52XX-ON Series User Guide Part#343-BBLP	1457	2	$ 4.00				
78	OS10 Enterprise, S5224F-ON Part#634-BRWJ	3139	2	$ 3,499.00				

Line No.	Item No. or Description	Catalog Page No.	Quantity	List Price	Quoted Price	Extended Cost	Discount	Actual Discount %
79	Dell hardware Limited Warranty 1 year Part#818-4983	4557	2	$ 499.00				
80	ProSupport Plus:Mission Critical 4-hour 7 x 24 On-site Emergency Dispatch, 1 year Part#818-5025	4557	2	$ 657.20				
81	ProSupport Plus:Mission Critical 4-hour 7 x 24 On-site Emergency Dispatch, 5 year Part#818-5032	4557	2	$ 13,308.30				
82	ProSupport Plus: Mission Critical 4 hour 7 x 24 on-site service with emergency dispatch, 4 years extended part#818-5033	4557	2	$ 3,171.52				
83	Thank you for choosing Dell ProSupport Plus Part#951-2015	6467	2	$ 0.01				
84	Dell Limited Hardware Warranty Extended Years Part#975-3461	6507	2	$ -				
85	Information 3rd party software warranty provided by vendor Part#997-6306		2					
86	Certified Deployment Partner T2 Part#825-8624	4630	2	$ -				
87	5 years ProSupport Plus OS10 Enterprose Doftware Support Maintenace part#848-8542	4927	2	$ 1,573.68				
88	Dell Networking Cable, 100 Gbe QSFP28 to QSFP28, Passive Copepr Direct Attach Cable 0.5 MeterPart#470-ABOU	2369	2	$ 310.00				
89	Dell Networking Cable, 100 Gbe QSFP28 to QSFP28, Passive Copepr Direct Attach Cable 3 MeterPart#470-BBCX	2382	8	$ 125.00				
90	Dell Networking Jumper Cord, 250V, 12A, @ Meters, C13/C14, UX QTY2 Part#450-AASX	2312	2	$ 20.00				
91	Dell Networking Jumper Cord, 250V, 12A, @ Meters, C13/C14, UX QTY2 Part#450-AASX	2312	2	$ 20.00				
			2	$ 44,325.71	$11,832.5400	$ 23,665.08	18.00%	73.31%
92	Dell 16-port Digital KVM Switch-2 IP Users-TAA Compliant Part#A7546774	8931	1	$ 3,870.99	$3,597.7400	$ 3,597.74	7.00%	7.06%
93	Dell 5-year Gold Hardware Maitnenace by Vertiv-DMPU2016 Part#A7547292	8932	1	$ 1,546.43	$1,437.2700	$ 1,437.27	7.00%	7.06%
94	Server interface module for VGA, USB Keyboard, mouse supporting virual media, CAC and USB 2.0 Uased wth MergePoint Unit, Part#A7547276	8932	1	$ 140.99	$139.3300	$ 139.33	1.00%	1.18%

Line No.	Item No. or Description	Catalog Page No.	Quantity	List Price	Quoted Price	Extended Cost	Discount	Actual Discount %
95	Statement of Work No. SC-0573b-VxRail 660 Part# SOW		1	$ 46,000.00	$36,226.0000	$ 36,226.00	3.00%	21.25%
				$ 634,808.61		**$ 551,081.26**		

VxRail Hardware Replacement

May 20, 2025



Brooks Lobingier | Director, Information Technology

Presented by PORT CORPUS CHRISTI®



PCCA IT Hardware Replacement

Production Computing environment

- Hardware replacement accelerated to 2025 – EAB data center delays with fire suppression system nearing completion. completion.
- Cost - $552K. Included in 2026 Capital Forecast. Due to completion of EAB datacenter fire suppression system, this replacement has been moved up and therefore unbudgeted in 2025.
- Future-Proof Infrastructure: New production environment fully scalable and will support VxRail Hybrid Cloud computing and PCCA computing and PCCA Cloud Disaster Recovery efforts going forward. efforts going forward.

PORT CORPUS CHRISTI®

VxRail Hardware

New equipment for production environment at Executive Administration Building

Strategic Separation Advantages (Dev/Test on Existing):

- Uninterrupted Production: Isolates experimental Dev/Test activities to prevent production disruptions.
- Cost Optimization: Leverages existing hardware, avoiding unnecessary high-end spending on Dev/Test and licensing issues.
- Flexible Development Environment: Provides a dedicated sandbox for unrestricted experimentation and tailored configurations.
- Streamlined IT Management: Focuses IT resources on the critical production new VxRail and allows for independent Dev/Test upgrades.
- Phased Modernization: Facilitates a controlled transition to the new VxRail, minimizing risk and downtime.
- Current hardware purchased in 2017, approaching end of life. Continue to purchase extended support for dev/test.
- Enhanced Reliability: Leveraging existing hardware as a failover to maintain network services in the event of critical failure.

Strategic Upgrade: New VxRail for Production:

New VxRail Advantages (Production):

- Peak Performance & Scalability: Latest generation of processors, memory, networking, and storage technologies, leading to significantly improved performance for production workloads.
- Enhanced Reliability & Security: Advanced resilience, data protection, and threat mitigation.
- Future-Proof Infrastructure: Supports modern applications(Digital Twin, ESRI Enterprise Environment, and Infrastructure servers) and ensures long-term operational efficiency.
- Phased Modernization: Facilitates a controlled transition to the new VxRail, minimizing risk and downtime.

PORT CORPUS CHRISTI®


Thank you
PORT CORPUS CHRISTI®

DATE:	May 20, 2025
TO:	Port Commission
FROM:	Natasha Fudge, P.E. Director of Engineering Services
ANTICIPATED STAFF PRESENTER:	Roberto DeSantos, P.E. Project Engineer

Award a construction contract to ProTech Mechanical, LLC in the amount of $1,850,000, based on proposals received on May 2, 2025, for the Security Command and Control Center HVAC Improvements Project.

SUMMARY: Staff recommends the award of a construction contract to ProTech Mechanical, LLC in the amount of $1,850,000, based on proposals received on May 2, 2025, for the Security Command and Control Center HVAC Improvements Project.

BACKGROUND: In August 2024, construction was completed for the remodeling of the Ruben Bonilla Center for Global Trade building for use as the PCCA's new Security Command and Control Center. Variations in humidity levels within the building are now causing water condensation from the ceiling and skylight onto the walls of the interior lobby. Additionally, some rooms now experience significant temperature fluctuations, ranging from hot to cold, indicating the need for system rebalancing. The building's boiler and air handling units are over 50 years old and have exceeded their expected service life, leading to operational deficiencies and increasing the risk of system failure.

In August 2024, PCCA staff engaged the services of Innovation Engineering Consultants, PLLC (IEC) to assess the condition of the existing HVAC system and provide recommendations for both immediate and long-term repairs. The assessment confirmed operational deficiencies and occupant discomfort issues, primarily driven by outdated pneumatic and digital controls that contribute to significant temperature inconsistencies throughout the building. Key findings of the initial assessment included missing dampers in many diffusers, inadequate return grilles in multiple rooms, non-responsive zone actuators, improper air distribution on the first floor, and insufficient outside air supply. These issues contribute to poor temperature control, airflow deficiencies, and non-compliance with current ventilation standards, all of which can adversely affect indoor air quality and occupant comfort. The Port Commission then approved additional services from IEC in November 2024 to design and provide construction drawings for addressing these deficiencies to ensure that the new HVAC system operates efficiently, meets code requirements, and provides a safe and comfortable environment for building occupants.

The contract documents were developed with a Base Proposal and optional HVAC component alternatives for the Air Handling Units and the Building Automation System in

lieu of the basis of design manufacturers Daikin and Third Coast Controls, respectively. The Base Proposal generally includes removing existing ductwork HVAC air handling units on the 1st, 2nd, and 3rd floors, plus the ceiling grid, while preserving and reinstalling ceiling tiles to the extent feasible. The scope also includes the installation of new equipment and associated components, including ductwork and insulation for each floor, three new air handling units, an additional outside air handling unit, a second floor exhaust fan, new variable air volume terminal units, new water pumps and variable frequency drives, diffusers and grilles, hot water piping, ceiling grid, associated electrical systems, and all the necessary components to deliver a fully upgraded HVAC system. Staff also included allowances of $70,000 for temporary air conditioning to control humidity and protect finishes and equipment and $20,000 for anticipated building element interface issues, which are common when retrofitting new equipment in older structures.

The project was released for solicitation using a Competitive Sealed Proposal process to provide the PCCA with a best-value solution due to the involvement of multiple skilled trades, the complexity of the required installations, and to encourage creativity in promoting cost effective schedule efficiencies. This approach is well-suited for specialized and schedule-dependent work and facilitates the engagement of skilled and competent contractors. The evaluation criteria outlined in the CSP were structured to evaluate proposers based on qualifications, experience, technical approach, detailed work plan, schedule, and overall price.

On May 2, 2025, we received six responses to the CSP solicitation. ProTech Mechanical, LLC was selected as the highest ranked proposer, and staff subsequently negotiated a contract in an amount of $1,850,000 to complete this project.

ProTech Mechanical, LLC has successfully completed PCCA projects in the past, including work at the New Security Command and Control Center, the first floor interior duct work renovation of the Emergency Operation Center, and renovation of restrooms as a sub-contractor for the general contractor, DLF Construction Inc.

The construction contract duration is 180 calendar days.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: This project is in alignment with the mission of the Port. The project conforms to the PCCA's Strategic Plan 2026 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

EMERGENCY: No.

FINANCIAL IMPACT: This project is included in this year's budget with an allocation of $500,000.

STAFF RECOMMENDATION: Staff recommends the award of a construction contract to ProTech Mechanical, LLC in the amount of $1,850,000 for the Security Command and Control Center HVAC Improvements Project.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Sonya Lopez-Sosa
	Jacob Morales
	Roberto DeSantos
Legal	Standard construction contract
Senior Staff	Kent Britton
	Kyle Hogan

LIST OF SUPPORTING DOCUMENTS:

Exhibit
Proposal Summary

Security Command & Control Center HVAC System Improvements

May 20, 2025

Port Commission Meeting



Rob DeSantos, P.E. | Project Engineer

Presented by PORT CORPUS CHRISTI®

Security Command & Control Center

Project Overview

Facility Background

- The Security Command Center was once the Port of Corpus Christi Executive Administration building, built in **1962**.
- It had an expansion in **1971** where two additional floors were added.
- The building had a large interior, mechanical, and electrical remodel in **1984**.
- In **2024** the building had an extensive renovation, including a new roof, new exterior and interior stairs, new building entries, new IT upgrades, new HVAC chiller, new generator, and all new light fixtures on each floor – costing a total of ***$3,663,740.58.***
- **Federal Grant Award: $971,250.00**



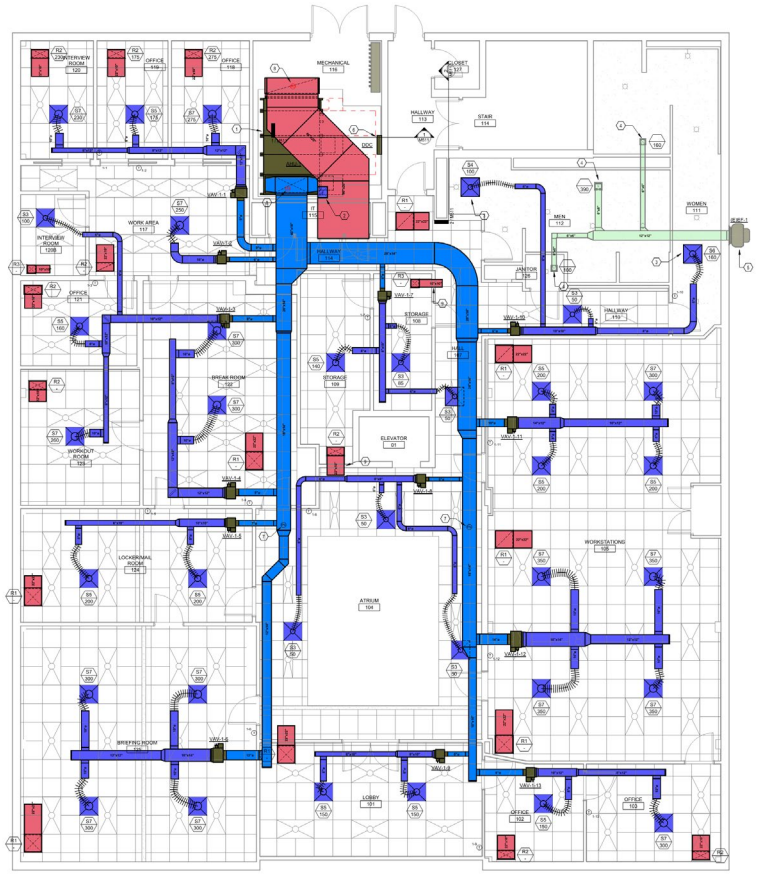
Overall Project Scope of Work

HVAC systems repairs and replacement: ***(Commission action)***

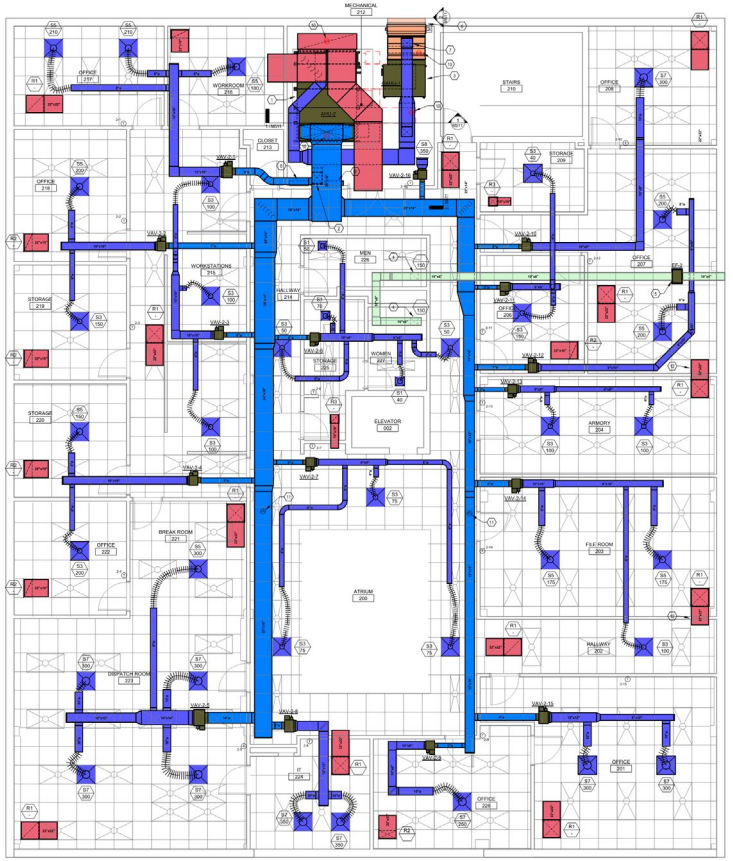
- Replacement of all duct work on each floor.
- Three new air handling units, new exterior fans and an additional outside air handling unit.
- New Controls system for a fully upgraded HVAC system.

Security Command & Control Center

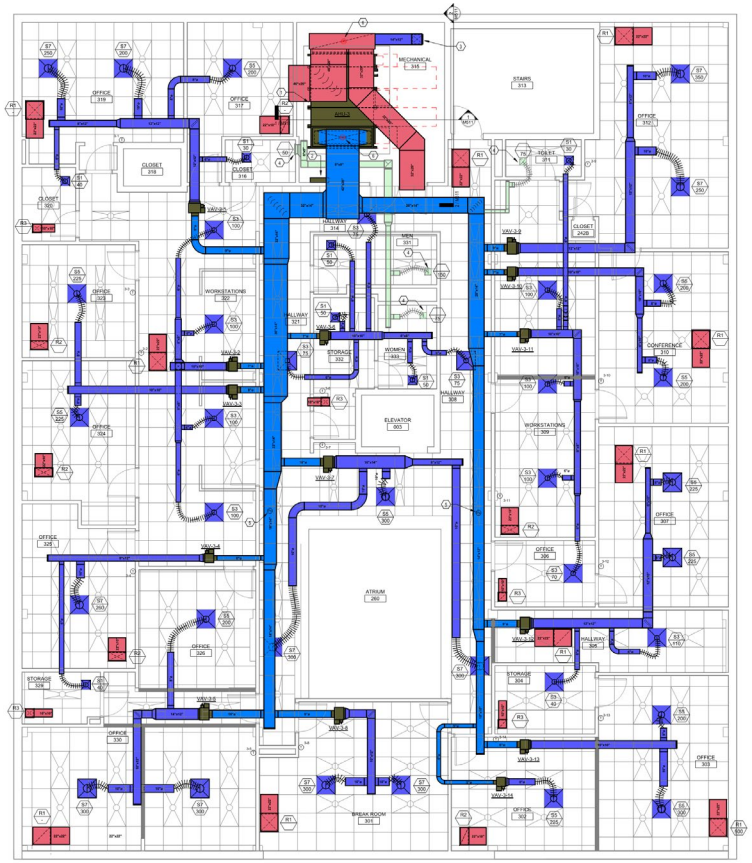
HVAC System Improvements



1st Floor



2nd Floor



3rd Floor

Security Command & Control Center

HVAC System Improvements

Competitive Sealed Proposal Evaluation Criteria:

- Project Schedule Strategy and Work Plan Approach: 30%
- Price Proposal: 25%
- Team Qualifications and Experience: 30%
- Quality Assurance & Control Program: 5%
- Local preference acknowledgement: 10%

Proposals Received

Company	Base Bid	PCCA Interface Allowance
ProTech Mechanical, LLC	**$1,850,000**	**$20,000**
Central Air & Heating Service LLC	$2,247,112	**$20,000**
Barcom Construction, Inc	$2,415,000	**$20,000**
Johnson Controls	$2,616,435	**$20,000**
Malek Inc	$2,825,110	**$20,000**
Quantam North America Inc	$2,999,100	**$20,000**

Staff recommends approval of construction contract with ProTech Mechanical, LLC in the amount of $1,850,000.00

Thank you

PORT CORPUS CHRISTI®

,DATE:	May 20, 2025
TO:	Port Commission
FROM:	Natasha Fudge, P.E. Director of Engineering Services
ANTICIPATED STAFF PRESENTER:	Amelie Arvin, EIT Project Engineer

Approve Service Order No. 2 with WSP USA, Inc., under Master Services Agreement No. 24-09, in the amount of $494,975 for engineering design services associated with the Oil Dock 2 Improvements Project.

SUMMARY: Staff requests the approval of Service Order No. 2 with WSP USA, Inc., under Master Services Agreement No. 24-09, in the amount of $494,975 for engineering design services associated with the Oil Dock 2 Improvements Project.

BACKGROUND: Located just west of the new Harbor Bridge, Oil Dock 2 was originally constructed as a timber structure to support barge traffic. In 1987, the PCCA demolished Oil Dock 2 and replaced it with the current concrete dock and breasting structures. Other than the ongoing replacement of an existing damaged breasting structure, Oil Dock 2 has not received significant maintenance or repairs since 2016. This minor maintenance effort included installation of underwater anodes, replacement of pile wraps, repainting of the breasting structures, minor bulkhead repairs, and selective replacement of dock timbers and rubber fenders.

In 2024, the PCCA Engineering Department formalized a long-term, programmatic maintenance and improvements strategy for its dock facilities. As part of this initiative, staff identified Oil Dock 2 as a priority for repairs, highlighted by the findings from the previous year's annual inspection. The facility requires rehabilitation to maintain serviceable condition of dock and related infrastructure for continued operations.

Staff solicited a Request for Qualifications for engineering services for various projects in 2024, including improvements to existing docks and infrastructure, such as this project. A PCCA evaluation group selected WSP USA, Inc. (WSP) through a qualifications-based selection process to provide professional engineering services for the Oil Dock 2 Improvements Project.

Staff negotiated the attached service order with WSP in the amount of $494,975. Under this engineering contract, WSP will be providing a detailed condition assessment, full design services, and bid and construction phase services. Under this service order, WSP will perform the following tasks:

- Conduct comprehensive above and underwater structural and marine inspections and

prepare a condition assessment report for Oil Dock 2. Based on this assessment, the engineer will develop a design plan.

- Develop design drawings and technical specifications for repairs and improvements to steel sheet pile bulkheads; barge berthing fender systems; superstructure and substructure concrete elements; breasting and mooring structures, including deep foundations; dock platform, dockhouse, and related dock features; and corrosion protection systems for all steel marine components.

- Provide permit drawing assistance where warranted by waterside improvements.

- Provide technical assistance during project solicitation and construction.

WSP has worked with the PCCA before, notably on the South Texas Cement Dock, Oil Dock 3 Expansion Project, and more recently the Oil Dock 11 Maintenance Project.

ALTERNATIVES: None.

CONFORMITY TO PORT POLICY: This project is in alignment with the mission of the Port. The project conforms to the PCCA's Strategic Plan 2026 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

EMERGENCY: No.

FINANCIAL IMPACT: This project is included in this year's budget with an allocation of $350,000.

STAFF RECOMMENDATION: Staff recommends the approval of Service Order No. 2 with WSP USA, Inc., under Master Services Agreement No. 24-09, in the amount of $494,975 for engineering design services associated with the Oil Dock 2 Improvements Project.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Sonya Lopez-Sosa
	Jacob Morales
	Amelie Arvin
Legal	Standard Service Order
Executive Staff	Kyle Hogan
	Kent Britton

LIST OF SUPPORTING DOCUMENTS:

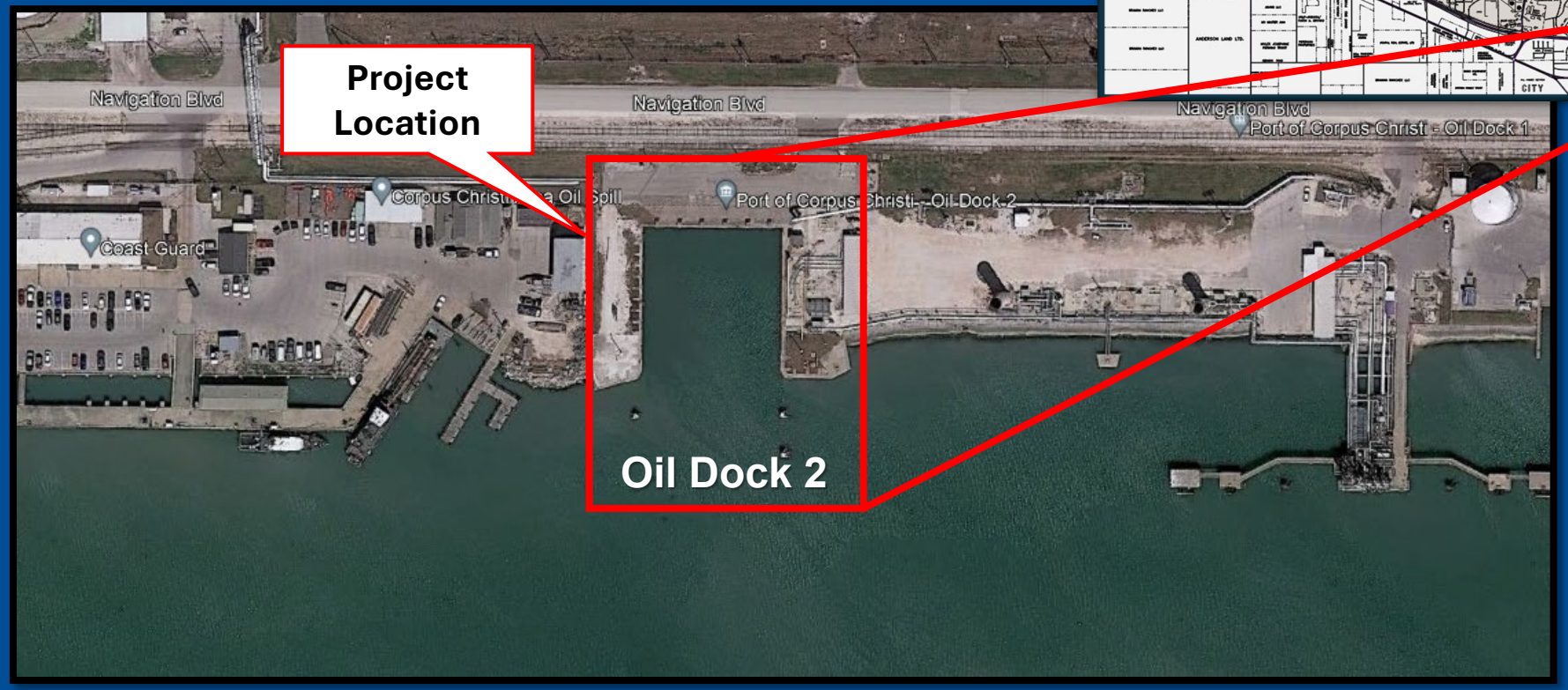
Exhibit
Service Order

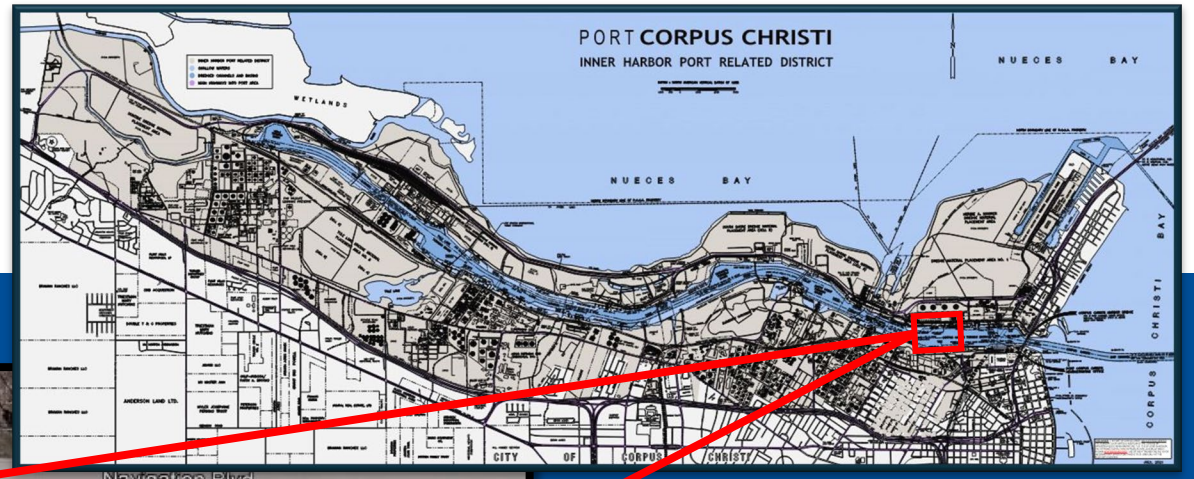
Oil Dock 2 Improvements Project

Service Order with WSP USA, Inc.

Summary

Maintenance repairs to Oil Dock 2 identified by an underwater and above water dock inspection. Services to include full design, bid and construction services.





Action Item

Award design contract to WSP USA, Inc. in the amount of $494,957

SERVICE ORDER FOR ENGINEERING SERVICES
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 24-09

PROJECT NAME: Oil Dock 2 Improvements
PROJECT NO. 25-029A
SERVICE ORDER NO. 2
COMMENCEMENT DATE: May 20, 2025

This Service Order is executed by and between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and WSP USA 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. 24-09 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:

This Project generally includes maintenance improvements to Oil Dock 2 consisting of steel sheetpile bulkhead, concrete pilecap, marine appurtenances, and three independent, deepwater, pile-supported breasting dolphins to be identified by an underwater and above water dock inspection, and as-needed permit support.

2. Services of Engineer (Scope of Services)

A. The specific Basic Services to be provided or furnished by Engineer under this Service Order are set forth in "Part 1 - Basic Services" of **Exhibit A**, "Standard Language for *Engineer's Services*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

B. The specific Support Services to be provided or furnished by Engineer under this Service Order are set forth in "Part 2 - Support Services" of **Exhibit A**, "Standard Language for *Engineer's Services*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

C. Engineering-based documents submitted under this Service Order shall include the responsible Engineer's identification and release note on documents submitted for interim review and the Engineer's seal on final documents. This includes bound or unbound engineering-based reports, studies, master plans, design basis, criteria, and calculations, quantity estimates, cost opinions, drawings, technical specifications, addendums, change orders, and any other engineering-based document on which the

PCCA will rely on for significant decisions, planning, and/or construction. If there is more than one responsible engineer, the respective responsibilities must be noted accordingly.

3. PCCA's Responsibilities

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

4. Project Contract Schedule

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

ACTION	ALLOTTED CAL. DAYS	DUE ON OR BEFORE
PCCA Commencement Date	-	5/21/2025
• **Engineer – Dock Inspection Report Submittal**	**40**	**6/30/2025**
• **Engineer – Preliminary Design Submittal**	**28**	**7/28/2025**
PCCA Team Review	21	8/18/2025
• **Engineer – 60% Design Submittal**	**35**	**9/22/2025**
PCCA Team Review	21	10/13/2025
• **Engineer – 90% Design Submittal**	**35**	**11/17/2025**
PCCA Team Review	21	12/8/2025
• **Engineer – Unsealed Design Documents to PCCA Project Manager**	**21**	**12/29/2025**
PCCA Team Review	14	1/12/2026
• **Engineer – Final Sealed Documents Submittal**	**7**	**1/19/2026**

This Service Order will expire on June 30, 2027.

Should the PCCA commencement date change or the PCCA not return review comments and/or instructions in the time listed in the schedule, the Contract schedule for subsequent items will be extended by the same number of days with no further recourse by the Engineer against PCCA. Should PCCA return comments and/or instructions in less than the allotted days listed in the schedule, the remaining due dates will be moved up accordingly with no further recourse by the Engineer against PCCA, and in this case the Engineer's allotted days for subsequent items will not be extended by the same number of days unless specifically authorized by PCCA.

5. Method of Compensation

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.

The Ceiling Price for this Service Order is $494,975.00.

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

Description of Service	Not to Exceed Amount
BASIC SERVICES:	
Preliminary Design Phase	$ 127,010.00
Final Design Phase	$ 240,950.00
Bid Phase	$ 10,800.00
Construction Phase	$ 23,240.00
Subtotal, Basic Services	**$ 402,000.00**
SUPPORT SERVICES:	
Dock Inspections	$ 92,975.00
Subtotal, Support Services	**$ 92,975.00**
SUMMARY OF FEES:	
Basic Services Fee	$ 402,000.00
Support Services Fee	$ 92,975.00
TOTAL CONTRACT NOT TO EXCEED FEE AMOUNT	**$ 494,975.00**

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

6. **Subconsultants retained or that will be retained as of the Commencement Date of the Service Order:** None listed.

7. **Other Modifications to the Agreement or the Exhibits to the Agreement:** Not applicable.

8. **Insurance Requirements:**

In addition to the standard insurance requirements set forth in Section 11.01 of the Agreement, Engineer shall maintain the following additional insurance coverage described in Section 11.02 of the Agreement for as long as Engineer is providing services under this Service Order:

☐ Protective and Indemnity $1,000,000 per occurrence

9. **Exhibits or Attachments to this Service Order:**

Exhibit A – Engineer's Services for Service Order

10. **Documents (other than the Agreement) Incorporated by Reference:** Not Applicable.

11. **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: Kent Britton

Title: Chief Executive Officer

Date Signed: _____

Address for giving notice:
Attention: Director of Engineering Services
400 Charles Zahn, Jr. Drive
Corpus Christi, Texas 78401

PCCA's Contract Representative:

Natasha E. Fudge, P.E.

Title: Director of Engineering Services

Phone Number: (361) 885-6686

Email: natasha@pocca.com

PCCA's Project Manager:

Amelie Arvin, EIT

Title: Project Engineer

Phone Number: (361) 885-6650

Email: aarvin@pocca.com

Engineer:

WSP USA Inc.

By: _____

Name: James L. Caughorn, Jr., P.E.

Title: Vice President

Date Signed: _____

Address for giving notice:
16200 Park Row, Suite 200
Houston, TX 77084

Engineer's Contract Representative:

Jyotirmoy Sircar, P.E.

Title: Vice President

Phone Number: (832) 384-7814

Email: jyotirmoy.sircar@wsp.com

Note: Engineer must copy engadmin@pocca.com on all contract-related notices and general correspondences, Service Order invoices, and deliverables.

EXHIBIT A

ENGINEER'S SCOPE OF SERVICES

This Project generally includes maintenance improvements to Oil Dock 2 consisting of steel sheetpile bulkhead, concrete pilecap, marine appurtenances, and three independent, deepwater, pile-supported breasting dolphins to be identified by an underwater and above water dock inspection, as well as permit support. The Engineer's scope of services for this Project is described below.

PART 1 - BASIC SERVICES

A1.01 Preliminary Design Phase

A. Engineer shall:

1. Attend a Project kick-off meeting to review the general scope of work, objectives, and key elements of the Project, including anticipated budget and schedule.

2. Visit the Site to review existing conditions and facilities, and to take photos of existing conditions.

3. Under and Above Water Investigation: Prior to beginning the Preliminary Design Phase, Engineer will conduct underwater and above water investigation of the dock as described in Part 2 Support Services, A2.01 A.1 Dock Inspections. Engineer will proceed with the following, including conducting preliminary studies and evaluations:

    a. Structural and marine inspection, report, and design of necessary repairs of the steel sheetpile bulkheads, barge berthing fender systems, general concrete repairs including both super-and-sub structures, mooring components, breasting and mooring structures including deep foundation elements, hose supports, dockhouse, and containment basin on dock for Oil Dock 2.

    b. Conduct a maximum of 5-days, 4-person over-water, over-deck, and underwater dive inspection of the Oil Dock 2 features. Inspections will be made as per ASCE 130 recommendations to be mutually decided with the PCCA.

    c. Develop inspection reports based on damage criteria described in ASCE 130 and/or equivalent reference and identify notated/identified areas requiring repairs, rehabilitation, and/or upgrades.

4. Provide preliminary layouts, cost estimates, and recommendations for repairs.

5. Design for repairs/improvements of the steel sheetpile bulkhead and the dolphins.

    a. Identify damaged elements and repair concepts.

    b. Provide overall criteria and guidance on repairs.

6. Design for replacement of existing fenders, bollards and supporting hardware/appurtenances at Oil Dock 2 along with dolphin repairs and upgrades including new and additional (spare) fender elements.

    a. Conduct a 1-day, 2-person over-water, by boat inspection of existing fenders and fender piling, and mooring appurtenances of existing dolphins.

    b. Attend meetings with authorities including UCCG, local pilots' association, and stakeholders to determine docking maneuvers and overall operations.

    c. Perform berthing analyses accounting for anticipated design vessels in order to size replacement fender systems. Provide recommendations. Review and implement findings from Port-wide fender optimization study and/or the latest guidelines of PIANC Marcom WG Report No. 211 – 2024.

    d. Attend meetings with stakeholders and design an appropriate barge fendering replacement system based on size, approach velocity, and operational parameters of barges.

    e. Provide preliminary layout and recommendation of as-needed repairs and replacement of components.

7. Design of necessary corrosion protection measures including but not limited to cathodic protection design for all the steel marine components.

8. Identify repairs for civil, structural portions of existing gangway, telescopic boom crane supports, and hose supports.

9. Design of necessary repairs to safeguard the original design intent and/or performance of the existing dockhouse civil and structural components. Electrical and utility improvements are out of scope.

10. Advise PCCA of any need for PCCA to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to PCCA's Specific Project requirements, and preparation of a related report.

11. After consultation with PCCA, recommend to PCCA the solution(s) which in Engineer's judgment meet PCCA's requirements for the Specific Project.

12. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.

13. Review available survey, geotechnical, environmental, permits, historical record drawings, utility records, FEMA maps, and other pertinent available data. When applicable, contact utility and pipeline owners to obtain available information. Advise PCCA if additional investigations, studies, tests, professional services,

reports, data, information, or other services are necessary to support final design. If applicable, assist PCCA in obtaining such reports, data, information, or services. Include the scope recommendations as appropriate for additional:

a. geotechnical investigations

b. topographical surveys

c. utility mapping

14. When mutually agreed, assist PCCA in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of PCCA's facilities.

15. On projects that include structural engineering design, the Consultant shall submit the structural analysis model used for project calculations. The model, created in SAP 2000, or another approved software, must include all applied loads, boundary conditions, and relevant parameters integral to achieving the final structural design. This submission will ensure that the PCCA has a comprehensive understanding of the design process and allows for verification of the design's accuracy. The provided model shall be fully documented, including descriptions of the load cases, combinations, material properties, and any assumptions made during the design phase. It will serve as a reference for any future modifications or evaluations and support ongoing maintenance, review, and compliance efforts throughout the lifecycle of the facility.

16. If requested to do so by PCCA, assist PCCA in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to PCCA's instructions plan for the inclusion of sustainable features in the design.

17. Prepare Preliminary Design Phase documents consisting of the design criteria, basis of design, applicable preliminary design calculations (with computer models and final computer runs when applicable), preliminary layouts of existing and proposed elements, photographs (with a photo key map), recommendations with evaluations of potential alternatives and options, and written descriptions of the Specific Project. The documents should also include such things as a location map, an overall site layout and preliminary site plan, preliminary typical sections of significant features, assumptions, utility maps, potential environmental or regulatory considerations, applicable FEMA maps, alternative considerations that may improve the project use or efficiency, and a summary of outstanding tasks, information, and/or decisions needed. When applicable, include information on potential grant funding. The key elements and issues should be stated, including the basis and objective(s) of the Project. The preliminary layouts may be in the form of exhibits in the Report and should convey an approximate 30% design level representation of the existing and proposed features that will be the basis for the future detailed design.

18. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by PCCA during or following the Study and Report Phase, and include sustainable features, as

appropriate, pursuant to PCCA's instructions.

19. Prepare a single PDF electronic file of the Preliminary Design Phase documents as described above in a bound Preliminary Design Report (the "Report") as requested by PCCA for interim review. Each section of the Report PDF shall be bookmarked. The bound Report will, as appropriate, include a Cover with the PCCA project name and number and the Engineer and Firm identification, a Table of Contents, a brief 1-3 page Executive Summary, the appropriate report narrative with exhibits and photos to clearly indicate the agreed-to scope and objective(s), requirements, considerations involved, and Engineer's recommended solution(s) and alternative(s) when applicable. Related documents such as the Dock Inspection Report should be included in the Report Appendix. For each recommended solution or alternative option, Engineer will provide a separately itemized Opinion of Probable Construction Cost (OPCC), and when applicable, opinion of other significant probable costs related to construction of the project that need to be considered for budgeting, such as anticipated right of way acquisition, third party provider charges for electrical service items such as transformers, costs of third party utility relocations, permitting, etc., with a tabulation of other items and services required to complete the project. The OPCC should generally follow the guidance of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice (RP) 17R-97 with an estimated contingency percentage appropriate to the preliminary or 30% design Class 3 OPCC.

20. In accordance with the time allotted in the Contract Schedule, furnish the interim review copy of the bookmarked PDF of the bound Preliminary Design Report along with all other Preliminary Design Phase deliverables to PCCA, and review it with PCCA. Provide 3 hard copies with the interim review submittal. Provide AutoCAD Civil 3D files of the layouts when applicable. The interim Report for PCCA review shall contain information that is reasonably complete, viable, clearly presented, and accurate enough to provide a basis for the PCCA to make informed decisions on the applicable scope and potential options or alternatives going forward to meet the project objectives. PCCA will submit to Engineer any comments regarding the furnished items within the time established in the Contract Schedule.

21. Meet with PCCA if needed to discuss the review comments and to resolve any follow up questions or exceptions.

22. In accordance with the time allotted in the Contract Schedule, revise the interim Preliminary Design Report and any other Preliminary Design Phase deliverables in response to PCCA's comments, as appropriate, and furnish one single, bookmarked PDF electronic file of the signed and sealed Preliminary Design Report along with AutoCAD Civil 3D files of the layouts and any other Preliminary Design Phase deliverables to the PCCA. Engineer shall provide written responses to PCCA comments from the interim submittal to indicate how/where the comment has been addressed and shall confirm in writing that PCCA's comments have been addressed or resolved in the sealed Preliminary Design Report.

B. Engineer shall conduct an internal quality control review of all Preliminary Design Phase deliverables for reasonable accuracy, completeness, clarity, and constructability prior to

submitting to PCCA for review. The Consultant's review shall be conducted by senior level professionals with appropriate experience for each discipline of work. Submittals deemed not suitable for distribution due to lack of information, lack of clarity, or significant errors or conflicts will be returned to the Consultant for a revised submittal at no added cost to PCCA or extension to the overall Project schedule. The general basis of a re-submittal request will be provided with the return, but a detailed review will not be conducted on an incomplete submittal.

C. Deliverables for the Preliminary Design Phase include:

1. Completed Submittal Package Transmittal Form to document the deliverables contained in the submittal.

2. Preliminary Design Report (interim review and final sealed versions) as described above with exhibits and preliminary drawings or layouts as needed to clearly identify key issues and significant existing and proposed elements and options with related costs and recommendations for PCCA consideration prior to proceeding with a detailed final design. The Preliminary Design Report shall include the Dock Inspection Report as described in Part 2 Support Services.

3. Reference documents such as a Geotechnical Report, related reports, historical record drawings, utility records, USACE Permits, FEMA maps, etc. Include applicable reference documents in the Design Report Appendix and list in the Table of Contents.

4. Provide responses to interim review comments with the final sealed Preliminary Design Report.

D. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to PCCA the revised signed and sealed Preliminary Design Report and all other Preliminary Design Phase deliverables along with written confirmation that PCCA's comments and questions from the interim review have been addressed or resolved within the sealed Report. Engineer is not authorized to proceed to Final Design Phase without notification from PCCA.

A1.02 Final Design Phase

A. Engineer shall:

1. Prepare applicable final design calculations, Drawings, and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by the Construction Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for PCCA's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist PCCA in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise PCCA of any recommended adjustments to the Opinion of Probable Construction Cost (OPCC) and other Opinion of Probable Project Costs related to construction of the project as design progresses. The OPCC should generally follow the guidance of AACE International Recommended Practice (RP) 17R-97 with an estimated contingency percentage appropriate to the applicable design level.

5. Assist PCCA in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

6. Construction Drawings (and other drawings such as Survey Drawings and Record Drawings) are to be prepared using a contemporary (less than 5 years old) version of AutoCAD (Civil 3D required for Civil discipline). CAD files are to include all constituent components. All data shortcuts such as 'DREF' data links generated in Civil 3D shall be validated. An equivalency table shall be provided for all abbreviated point descriptions. All used point groups, surfaces, corridor models, alignments, assemblies, break lines, etc. shall be validated and rebuilt to confirm no errors exist prior to submittal to the PCCA. External references shall be validated to confirm broken or circular references are not present. Include all project external reference CAD files in the appropriate coordinate system with submittal as independent files. Prior to submittals, utilize 'etransmit' to confirm inclusion of ctb., fonts, XREF, etc. and to preserve the file directory structure. If used, the project .dst Sheet Set Manager template file is to be provided with the submittal(s). The CAD files shall be provided with the final sealed submittal, with the completed Record Drawings, and at any other time during the Final Design Phase upon request from PCCA.

7. Prepare and assemble 60% Design and applicable bidding documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. Although all details and cross references may not be complete, the 60% submittal shall clearly reflect the essential existing and proposed project elements and design intent and shall identify any significant outstanding or remaining issues that need to be resolved. Provide Engineer recommendations as appropriate. Submit electronic files of the 60% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Deliverables for the 60% Design Submittal include:

    a. Completed Submittal Package Transmittal Form to document the deliverables contained in the 60% submittal.

    b. Completed Consultant Design Submittal Summary Form.

    c. 60% OPCC in the format of the anticipated Bid Breakdown (PDF).

    d. 60% Drawings for interim review (PDF) with related CAD files. Flatten and size PDF for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

e. Basis of Design, Summary of Design Criteria, Computer Models, and/or Summary of Calculations (as applicable to the scope and 60% design development; neatly organized and compiled into PDF documents and sealed at the applicable stage of design).

f. Table of Contents for the anticipated Technical Specifications (PDF).

g. Reference documents such as Geotechnical Report, related historical record drawings, utility records, USACE Permit, etc. (if applicable and not previously submitted).

8. Meet with PCCA if needed to discuss the review comments and to resolve any follow up questions or exceptions.

9. Prepare and assemble 90% Design and bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. The 90% submittal shall be essentially complete with the exception of minor, identifiable remaining items. If there are any remaining outstanding issues that need resolution, they must be clearly summarized. Provide Engineer recommendations as appropriate. Engineer shall provide written responses to the PCCA comments and questions from the previous submittal review and shall confirm in writing that the comments and questions have been addressed or resolved in the 90% submittal. Submit electronic files of the 90% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Deliverables for the 90% Design Submittal include:

   a. Completed Submittal Package Transmittal Form to document the deliverables contained in the 90% submittal.

   b. Completed Consultant Design Submittal Summary Form.

   c. 90% OPCC in the format of the Bid Breakdown (PDF and Excel).

   d. 90% Drawings for interim review (PDF) with related CAD files. Flatten and size PDF for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

   e. Basis of Design, Summary of Design Criteria, Computer Models, and/or Summary of Calculations (as applicable to the scope - any required Basis of Design, Summary of Design Criteria, and/or Summary of Design Calculations must be neatly organized into single PDF documents, sealed, and included with the 90% submittals if not previously sealed and submitted).

   f. Table of Contents with proposed Technical Specifications in PCCA required format (single PDF with bookmarked Sections).

   g. Reference documents such as the Geotechnical Report, related historical record drawings, utility and pipeline records, USACE Permit, etc. (if applicable and not

previously submitted).

h. Written responses to PCCA review comments and questions on the previous submittal, indicating the actions that have been taken to address the comments in the 90% submittal and confirming that all comments have been addressed in the submittal or resolved with the PCCA Project Manager prior to the 90% submittal.

10. Meet with PCCA if needed to discuss the review comments and to resolve any follow up questions or exceptions.

11. In accordance with the Contract Schedule, furnish for review by PCCA an unsealed prefinal PDF version of the prefinal Drawings and Specifications, assembled drafts of other Construction Contract Documents, draft bidding related documents (or requests for proposals or other construction procurement documents), and any other prefinal draft documents and review them with the PCCA. Engineer shall provide written responses to PCCA's comments from the 90% review and confirm in writing that PCCA's comments and any outstanding items have been addressed or resolved in the prefinal documents. The unsealed prefinal documents shall be essentially complete.

12. Within the time required by the Contract Schedule, PCCA will provide Engineer with any comments regarding the furnished prefinal items, and any instructions for revisions for the final documents that are to be sealed by a Registered Professional Engineer licensed to practice in the State of Texas. The Drawings and Specifications shall not be sealed prior to receipt of confirmation from the PCCA that they have been generally reviewed and deemed acceptable for finalizing.

13. In accordance with the Contract Schedule and upon receipt of PCCA's comments on the unsealed prefinal documents, revise the Drawings and Specifications, assembled drafts of other Construction Contract Documents, the bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with instructions from the PCCA, as appropriate, and submit the required electronic files of sealed final documents to PCCA. Deliverables for the sealed final documents include:

    a. Completed Submittal Package Transmittal form to document the deliverables contained in the final, sealed submittal.

    b. Completed Consultant Design Submittal Summary form.

    c. OPCC in the format of the Bid Breakdown (PDF and Excel).

    d. Sealed Drawings for bid issue (PDF). Flatten and size for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

    e. Bound CAD files in contemporary AutoCAD version (less than five years old) to match the sealed PDF Drawings.

    f. Technical Specifications and sealed Table of Contents (Word and PDF with

bookmarked Sections) in required PCCA format.

g. Submittal log and product cut sheets. The submittal log shall reference the applicable section and paragraph number and the item to be submitted. The product cut sheets shall be current for all products, equipment, fixtures, hardware, concrete additives, etc. that are specified by product name either on the drawings or in the specifications.

h. Reference documents such as a Geotechnical Report, related historical record drawings, utility records, or USACE Permit (if applicable and not previously submitted).

i. Written responses to PCCA review comments (if any) on the prefinal documents, indicating the actions that have been taken to address the comments and confirming that all comments have been addressed in the sealed documents or resolved with the PCCA Project Manager prior to sealing.

B. Engineer shall conduct an internal quality control review of all Final Design Phase deliverables for reasonable accuracy, completeness, clarity, and constructability prior to submitting to PCCA for review. The Consultant's review shall be conducted by senior level professionals with appropriate experience for each discipline of work. Submittals deemed not suitable for distribution or issue due to lack of information, lack of clarity, or significant errors or conflicts will be returned to Consultant for a revised submittal at no added cost to PCCA or extension to the overall Project schedule. The general basis of a re-submittal request will be provided with the return, but a detailed review will not be conducted on an incomplete submittal.

C. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to PCCA the final signed and sealed Drawings and Specifications, design calculations, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables to the satisfaction of PCCA, including a copy of final AutoCAD drawings, applicable Word and bookmarked PDF files, and written confirmation that all PCCA comments have been addressed or resolved.

A1.03 Bidding or Proposal Negotiating Phase

A. Upon request by PCCA, Engineer shall provide up to 15 engineering service hours per solicitation issue (maximum of 8 solicitation issues) toward the following Bidding or Proposal Negotiating Phase services. These service hours are not to be invoiced except for services which are specifically requested. If requested by PCCA (and within the service hour limit), Engineer shall:

1. Attend pre-bid conference and provide a presentation of the technical aspect of the project as requested by the PCCA.

2. Prepare Addenda information as appropriate, and as requested by PCCA, to clarify, correct, or change the issued documents.

3. Assist PCCA in evaluating bids or proposals.

4. Provide information or technical assistance as requested by PCCA during any review of bids or proposals, or negotiations with prospective construction contractors.

5. Consult with PCCA as to the qualifications and experience of prospective contractors.

6. Consult with PCCA as to the qualifications and experience of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

7. Evaluate and provide a recommendation on the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.

B. Within five business days of the bid opening, Engineer shall prepare and submit a PDF of the Conformed Technical Specifications and Conformed Drawings incorporating the addenda issued during the Bid Phase. The phrase 'CONFORMED SPECIFICATIONS' with the date shall be added adjacent to the Engineer's seal on the specifications Table of Contents and on the first page of each modified specification. The phrase 'CONFORMED DRAWING' with the date shall be added adjacent to the Engineer's seal on the Cover Sheet, and the title block of each modified sheet (i.e., each addenda sheet) shall be marked 'Conformed Drawing' and shall be sealed by a registered Professional Engineer licensed to practice in the State of Texas. The addenda issued information shall remain intact. The conformed drawings shall not be otherwise altered from the bid and addenda issues.

C. The Bidding or Proposal Negotiating Phase will be considered complete upon award of construction contract, or upon written notice of completion from PCCA in the event a construction contract is not awarded.

A1.04 Construction Phase

A. To support general construction administration (not to be interpreted as Project Representative), upon request by PCCA the Engineer shall provide up to 25 engineering service hours per identified field/design coordination issue not including redesign dictated by Contractor and agreed to by PCCA toward the following Construction Phase services. These service hours are not to be invoiced except for services which are specifically requested. If requested by PCCA (and within the service hour limit), Engineer shall:

1. Selection of Independent Testing Laboratory: Assist PCCA in the selection of an independent testing laboratory to perform the testing services identified in the contract documents.

2. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.

3. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

4. Baselines and Benchmarks: As appropriate, establish construction baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

5. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep PCCA informed of the progress of the Work.

    b. The purpose of Engineer's visits to the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for PCCA a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

6. Defective Work: Recommend rejection of Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to PCCA regarding whether Contractor should correct such Work or remove and replace such Work, or whether PCCA should consider accepting such Work as provided in the Construction Contract Documents.

7. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth

in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform PCCA of such incompatibility, and provide recommendations for addressing such Work.

8. Clarifications and Interpretations: Respond to questions concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation - RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted to PCCA.

9. Change Orders and Work Change Directives: Review and provide recommendation(s) for action to the PCCA regarding Change Orders and Work Change Directives, as appropriate. Prepare related drawing revisions if requested by PCCA.

10. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for PCCA's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

11. Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

12. Substitutes and "or-equal": Evaluate and provide a recommendation on the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

13. Inspections and Tests:

    a. Review certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. Pursuant to the terms of the Construction Contract, recommend additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

14. Change Proposals, Value Engineering Proposals, and Claims: Review duly submitted Construction Contractor's request for Change Proposal (Contractor's proposal for a Change Order) or Contractor's Value Engineering Proposal, and within 30 calendar days after receipt of the Contractor's supporting data, provide recommendation to either deny the Change Proposal or Value Engineering Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to PCCA and Contractor. If the Change Proposal or Value Engineering Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties of such. Provide information or data to PCCA regarding engineering or technical matters pertaining to Claims.

15. Applications for Payment: Review Contractor's applications for payment and provide PCCA with a recommendation to pay, partially pay, or request a revised pay application.

16. Contractor's Completion Documents: Review maintenance and operating instructions, schedules, guarantees, certificates of inspection, tests and approvals, and Submittals, Shop Drawings, Samples, and other data submitted by Contractor. Review Contractor's redline drawings and as-built records and prepare and submit Record Drawings to PCCA as further described below.

17. Substantial Completion: In company with PCCA and Contractor, visit the Site to review the Work and determine if there are any apparent defects or if Project is substantially complete. Follow the procedures in the Construction Contract regarding development of defects or punch list and submit to PCCA recommendations for replacement or correction of defective work, if any, and punch list items to be completed. Assist PCCA regarding any remaining engineering or technical matters affecting PCCA's use or occupancy of the Work following Substantial Completion.

18. Final Notice of Acceptability of the Work: Conduct a final visit to the Project site to determine if the Work, including punch list items, is complete and acceptable for the Engineer to recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to PCCA that the Work is acceptable.

B. Record Drawings: Prepare Record Drawings from Contractor's as-built records (Contractor's red-line markups) and furnish the digital Record Drawings to PCCA in PDF and with bound AutoCAD files (Civil 3D required for Civil discipline) to match the PDF within 30 calendar days of receipt of Contractor's as-builts. Supplement Record Drawings with information regarding the completed Project, site, and immediate adjacent areas if obtained by Engineer from field observations, PCCA, utility companies, and other reliable sources. The Record Drawings shall:

1. identify the original engineer, license number, and seal date;

2. identify the firm, firm number, and location of the original sealed drawings;

3. identify the change(s) and revised alignments of existing and proposed features;

4. include a note on each sheet in place of the original seal with information on the original seal and seal date;

5. be identified as such in a note on each sheet; and

6. be prepared using a contemporary (less than five years old) version of AutoCAD. CAD files shall be in accordance with the CAD file requirements described above for the Construction Drawings.

PART 2 – SUPPORT SERVICES

A2.01 Support Services Required to be Listed in the Contract

A. **Dock Inspections**

The dock inspections will be performed by a qualified dive team and led by the Engineer diver. Report preparation will be performed by a member of the dock/dive inspection team under the supervision of the project manager. The tasks will be executed as described below for each individual dock facility.

1. Information and Document Research

   a. 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.

   b. 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.

2. General Requirements

   a. 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 Waterfront Facilities Inspection and Assessment (MOP-130) and ASCE Underwater Investigations Standard Practice Manual (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.

   b. 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.

3. Underwater and Above Water Inspections

   a. 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 ASCE SP-101 as a guide for inspection planning.

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

   c. Elements of the scope of work to be performed generally include, but may not be limited to the following. Engineer will advise PCCA of the approach for PCCA's review and approval.

      i. 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 waterline. 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.

      ii. 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 70 percent of the Level II inspections will be conducted on piles along the face of the dock. The remaining 30 percent will be randomly selected locations throughout the entire structure.

      iii. At every location a level II inspection occurs on steel, a level III inspection ultrasonic thickness measurement is to occur.

      iv. 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.

      v. 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.

vi. 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 PCCA Mean Lower Low Water (MLLW) Datum.

vii. Any damage, deterioration or condition identified that that is determined by the inspection Engineer to pose a threat to either life-safety or to the integrity and serviceability of a structure will be reported to the PCCA Project Manager verbally or by e-mail immediately upon discovery.

viii. Pile wraps and other such protective barrier systems shall be observed with deficiencies noted.

ix. Penetration of pile guard system (pile jackets) beyond mud line will be verified and noted.

x. 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.

4. Safety and Dive Operations Planning

a. 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 PCCA review and comment.

xi. A pre-inspection/pre-dive kickoff meeting to be scheduled with PCCA and facility personnel with a discussion of known hazards at the site.

xii. Coordinate with PCCA in regards to Vessel schedule and access to dock outages to perform work. No diving operations will be conducted immediately adjacent to any berthed vessel.

xiii. Notifications to the Coast Guard, Port Police, Coordination with the Harbor Masters Office and others as necessary that diving operations will be conducted at the facility.

xiv. Dive plans in conformance with the US Navy Diving Manual limits.

xv. Emergency procedures, numbers, and routes to medical facilities.

xvi. A review of any unusual marine activity expected in the area.

xvii. Additional items as necessary as planning proceeds.

b. 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 PCCA Operations conflict with Dive Operations. There may be instances where dive operations are best conducted from the dock structure.

c. The intended dive mode is surface supplied air diving consistent with industry standards for a facility with limited underwater visibility.

d. 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 PCCA 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.

5. Perform Routing / Baseline Inspection

a. The inspections proposed constitute a Routine/Baseline inspection as defined in ASCE MOP-130 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 as defined in MOP-130 Table 2-14. 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 PCCA immediately upon discovery and a path forward will be determined by PCCA.

b. Engineers and Engineer-divers will record the following information:

i. Type of defect (e.g. spall, crack, erosion, or section loss)

ii. 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.

iii. Position of the defect on the structural component (e.g. vertical or horizontal).

iv. Extent of the defect (e.g. length, width, and depth).

v. 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. Video may not always be feasible where turbidity negates the real-world effectiveness of underwater videography.

c. PCCA 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 identified.

6. Underwater Channel Bottom / Embankment Inspection

    a. To inspect the channel bottom/embankment, Engineer's team will obtain profiles every 100 to 150 feet along the face of the dock or at closer spacing if required to provide an adequate profile. This will be performed by measuring the mudline elevation at relevant structural points like piles and structure face in the cross- section from 10 feet 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.

    b. 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.

7. Prepare a Data Report of All Defects

    a. 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 PCCA. Engineer will respond to PCCA comments and revise the report as agreed and directed by PCCA. Final reports shall be sealed by Registered Professional Engineer licensed to practice in the State of Texas. Reports will generally include the following elements:

        i. Introduction and Executive Summary that addresses inspection scope and identified condition.

        ii. Facility and project description (describe scope of work and methods employed).

        iii. Findings (provide detailed inspection data, drawings, soundings, etc.).

        iv. Exhibit map showing locations of inspections, mud line and water elevations.

        v. Field notes and tables of Level III thickness readings.

        vi. Condition assessment ratings of underwater and above water facility elements.

        vii. Underwater and/or above water photographs of findings.

        viii. Recommendations for future actions and repairs/maintenance activities.

ix. Sealed by a Registered Professional Engineer licensed to practice in the State of Texas.

b. 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.

8. Condition Ratings and Inspection Cycles per ASCE MOP-130/SP-101

a. 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 Engineer 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.

b. The report will be issued to PCCA 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.

9. **Dock Inspection Deliverables**:

a. Documents will be provided as a sealed hard copy; and reproducible electronic (PDF), AutoCad (Latest Version) and native file formats.

b. 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 PCCA. The Engineer will respond to PCCA comments and revise the report as agreed and directed by PCCA.

c. Final reports must be sealed by Registered Professional Engineer licensed to practice in the State of Texas and submitted to PCCA by the time listed in the Contract Schedule. Reports will generally include the following elements:

i. 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.

ii. Facility and project description (describe scope of work and methods employed).

iii. Findings (provide detailed inspection data, drawings, soundings, etc.).

iv. Drawings depicting underwater facility elements correlated with inspection findings.

v. Exhibit map showing locations of inspections, mud line and water elevations.

vi. Field notes and tables of Level III thickness readings.

vii. Condition assessment ratings of underwater and above water facility elements.

viii. Underwater and/or above water photographs of findings.

ix. Recommendations for future actions and repairs/maintenance activities.

DATE:	May 20, 2025
TO:	Port Commission
FROM:	Natasha Fudge, P.E. Director of Engineering Services
ANTICIPATED STAFF PRESENTER:	Amelie Arvin, EIT Project Engineer

Approve the following service orders with Lloyd Engineering, Inc., under Master Services Agreement No. 23-02, for engineering services associated with Bulk Dock 4 Project components, which include:

1) Amendment No. 5 to Service Order No. 1 in the amount of $1,317,335 for the Bulk Dock 4 Project

2) Service Order No. 2 in the amount of $2,682,347 for the Bulk Dock 4 Equipment Project

3) Service Order No. 3 in the amount of $597,910 for the Bulk Dock 4 Landside Material Handling Equipment Project

SUMMARY: Staff requests approval of the following service orders with Lloyd Engineering, Inc., under Master Services Agreement No. 23-02, for engineering services associated with Bulk Dock 4 Project components, which include: 1) Amendment No. 5 to Service Order No. 1 in the amount of $1,317,335 for the Bulk Dock 4 Project; 2) Service Order No. 2 in the amount of $2,682,347 for the Bulk Dock 4 Equipment Project; and 3) Service Order No. 3 in the amount of $597,910 for the Bulk Dock 4 Landside Material Handling Equipment Project. An update on projects related to Bulk Dock 4 was presented to the Long Range Planning Committee Meeting on April 9, 2025.

BACKGROUND: On December 12, 2023, the Port Commission approved an amendment to Service Order No. 1 with Lloyd Engineering, Inc. (Lloyd), under Master Services Agreement 23-02, for engineering services associated with the detailed design of a new dock, dredging, ship loading equipment, and select upland improvements to replace existing Bulk Dock 2 with new Bulk Dock 4. Service Order No. 1 has TxDOT funding associated with construction.

From October 2024 through March 2025, design work on Bulk Dock 4 was paused to allow PCCA adequate time to evaluate new options for dock and associated equipment configurations to provide a layout that offers the best value in meeting the evolving operational needs and future commercial opportunities at the Bulk Materials Terminal (BMT). On March 3, 2025, PCCA changed the layout from a general-purpose dock to a

fit-for-purpose import/export bulk facility, specifically tailored to the operational needs of the BMT, as well as its current and prospective customers. To support this change in direction, additional engineering efforts are now required.

The updated design direction was presented at the April Long Range Planning Committee Meeting.

Key design objectives for the revised Bulk Dock 4 operations include:

- Export functionality through integration of a dedicated shiploader.
- Optimized dock layout for streamlined vessel operations and terminal efficiency.
- Support for both import and export operations, based on current and future commodity handling at BMT.
- Dedicated unloader equipment and shiploader supported by two separate conveyance belt systems.
- Direct rail loading from vessel, enabling more efficient cargo movement inland.
- Reduced dock structural loading requirements, by eliminating the need for a high-capacity platform, but requiring an extended dock length to accommodate the loading/unloading systems.

To implement this revised design, a new service order amendment and two new service orders with Lloyd are required.

Service Order No. 1 Amendment No. 5 - Bulk Dock 4 Project - $1,317,335

This amendment covers three comprehensive design packages that include final design, bid phase support, and technical assistance during construction. These elements were not included in the original scope of work. The three efforts are as follows:

1. Bulk Dock 4 Bulkhead, Mooring Dolphins, and Site Civil Package

- Final structural design of the dock bulkhead to support the revised layout. The bulkhead will allow the dock slip to be dredged to match the newly deepened channel depth.
- Design of mooring dolphins and berthing infrastructure repositioned to align with the longer dock and operational geometry.
- Civil site improvements, including utility relocations, foundation design, grading, access roads, and utility infrastructure necessary to support the new terminal configuration.
- Integration of the conveyor belt foundations, supports, and utility connections.

- This construction package will have funding available via TxDOT grant funds.

2. Bulk Dock 4 Dredging

- Design and permitting support for slip dredging required to accommodate the adjusted berth configuration and deeper vessel drafts.
- Coordination of dredging limits and development of a construction sequencing plan to align with mooring layout and operational depths.
- Construction support and compliance monitoring during dredging activities.

3. Bulk Dock 4 Dock Construction

- Final design of the dock structure, including piles, deck, access platforms, and associated structural elements.
- Integration of the new shiploader and unloader foundations into the dock design.
- Coordination with mechanical and electrical systems, including power supply and controls for ship loading/unloading equipment.
- Technical assistance during dock construction, including responding to contractor requests for information, technical submittal reviews, and inspection support.

Approval of this amendment is essential to proceed with the revised Bulk Dock 4 design and construction. The changes reflect PCCA's strategic operational goals and will result in a purpose-built facility that enhances import/export efficiency, reduces vessel turnaround time, and positions the BMT for long-term success.

Service Order No. 2 - Bulk Dock 4 Equipment Project - $2,682,347

This service order encompasses the engineering, technical support, and coordination services necessary to deliver five major packages associated with the implementation of dockside material handling systems. The scope includes both procurement and commissioning support for key equipment, as well as the integration of electrical and programming systems to ensure full operability. The five design packages covered under this contract are as follows:

1. **Dockside Material Handling Equipment Procurement** – Development of technical specifications, technical criteria for bid solicitation documents, and technical evaluations for the procurement of bulk material handling equipment located dockside, including conveyors, hoppers, and related infrastructure.

2. **Mechanical Handling Equipment Erection and Commissioning** – Engineering support for installation, mechanical fit-up, and system commissioning of dockside handling equipment. This includes field engineering, technical oversight, and interface management with other systems.

3. **Shiploader Procurement and Commissioning** – Assist in establishing criteria for the selection of new shiploader, preparation of technical procurement documents, and design coordination for the shiploader. Services include vendor submittal reviews, factory acceptance testing participation, and oversight during installation and commissioning.

4. **Crane Procurement and Commissioning** – Engineering and technical specification development for the procurement of cranes associated with the dockside material handling operation. Engineering support will also be provided during fabrication, delivery, and commissioning to ensure technical compliance and integration.

5. **Dockside Equipment Electrical and Programming** – Design of the electrical systems, controls, and programming logic necessary to operate and integrate all dockside material handling systems. This includes power distribution, instrumentation, automation programming, and system testing.

Lloyd will be responsible for preparing technical specifications, supporting procurement processes, providing installation oversight, and ensuring that all systems are properly integrated and commissioned to meet performance requirements. This work is essential to ensure the timely and efficient delivery of high-capacity material handling infrastructure aligned with the terminal's growth and operational goals.

Service Order No. 3 - Bulk Dock 4 Landside Material Handling Equipment - $597,910

This service order supports the design, installation, and commissioning of the landside bulk material handling systems that will connect the new Bulk Dock 4 to inland distribution networks. These systems are essential for enabling the seamless transfer of materials from vessel to rail and storage, supporting PCCA's operational objectives for import/export efficiency.

The scope includes engineering, programming, and construction support for two coordinated design packages, covering site civil work and mechanical systems necessary to receive, transfer, and load commodities from dockside to landside facilities. Work under this service order ensures full functionality and integration of conveyor systems, transfer towers, and controls across the terminal's footprint.

The two design packages are as follows:

1. Site Civil Design and Infrastructure Improvements

- Civil design and engineering for landside infrastructure to support material handling systems, including site grading, drainage, and roadway modifications.
- Utility relocations, foundation design, and trenching for underground power and control conduits.

- Structural foundations and access platforms for transfer towers, conveyor galleries, and related mechanical systems.
- Coordination of site civil improvements with mechanical and electrical components for complete system integration.

2. Mechanical Equipment Erection, Electrical Systems, and Commissioning

- Engineering support for the installation and commissioning of landside conveyor systems and associated transfer equipment.
- Electrical engineering services for power distribution, motor controls, instrumentation, and system protection.
- Development and implementation of PLC (Programmable Logic Controller) and HMI (Human Machine Interface) programming for automated system control and real-time monitoring.
- Construction support services, including field engineering, contractor coordination, system startup, testing, and commissioning oversight.

Lloyd will provide technical documentation, specifications, programming, and field support to ensure successful delivery of a fully functional landside material handling system. This work is critical to achieving the full operational throughput of Bulk Dock 4 and aligning with PCCA's long-term logistics strategy.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: This project is in alignment with the mission of the Port. The project conforms to the PCCA's Strategic Plan 2026 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

EMERGENCY: No.

FINANCIAL IMPACT: This project is included in this year's budget with an allocation of $12,000,000 in 2025. With this Amendment No. 5 included, the not-to-exceed total for Service Order No. 1 will be $4,199,953. On September 28, 2023, the TxDOT Port Authority Advisory Committee awarded the PCCA a TxDOT Maritime Infrastructure Program grant (MIP 88) in the amount of $20,818,119, with a PCCA match of $6,181,881.

STAFF RECOMMENDATION: Staff recommends the approval of the following service orders with Lloyd Engineering, Inc., under Master Services Agreement No. 23-02, for engineering services for Bulk Dock 4 Project components, which include: 1) Amendment No. 5 to Service Order No. 1 in the amount of $1,317,335 for the Bulk Dock 4 Project; 2) Service Order No. 2 in the amount of $2,682,347 for the Bulk Dock 4 Equipment Project; and 3) Service Order No. 3 in the amount of $597,910 for the Bulk Dock 4 Landside Material Handling Equipment Project.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Sonya Lopez-Sosa
	Jacob Morales
	Amelie Arvin
Legal	Standard Service Order Template and Amendment
Senior Staff	Kent Britton
	Kyle Hogan

LIST OF SUPPORTING DOCUMENTS:

Exhibit
Service Order No. 1 Amendment No. 5
Service Order No. 2
Service Order No. 3

Bulk Dock 4 Project

May 20, 2025

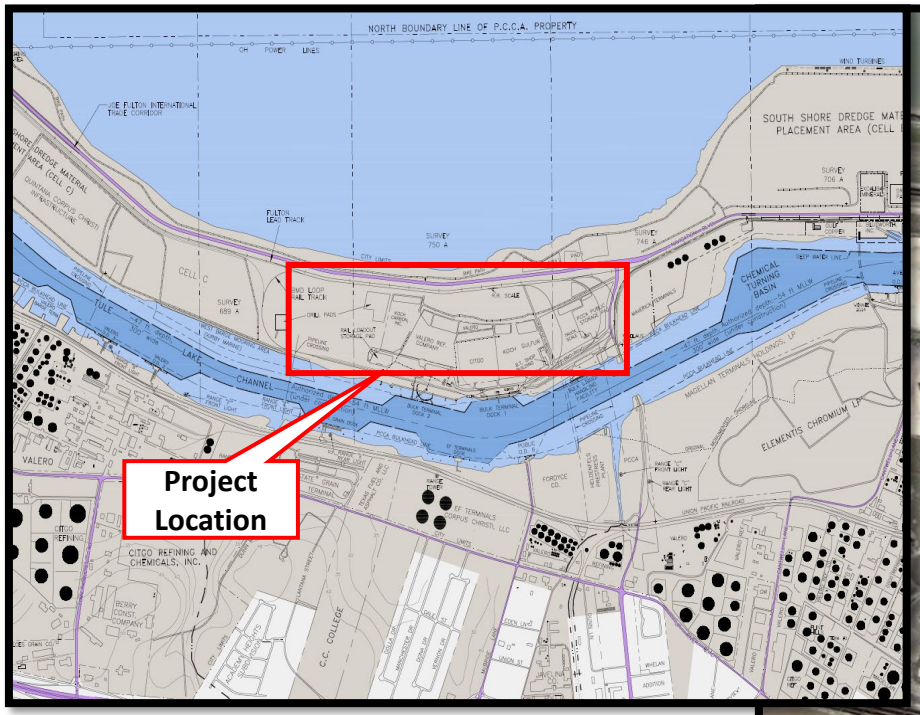
May Commission Meeting

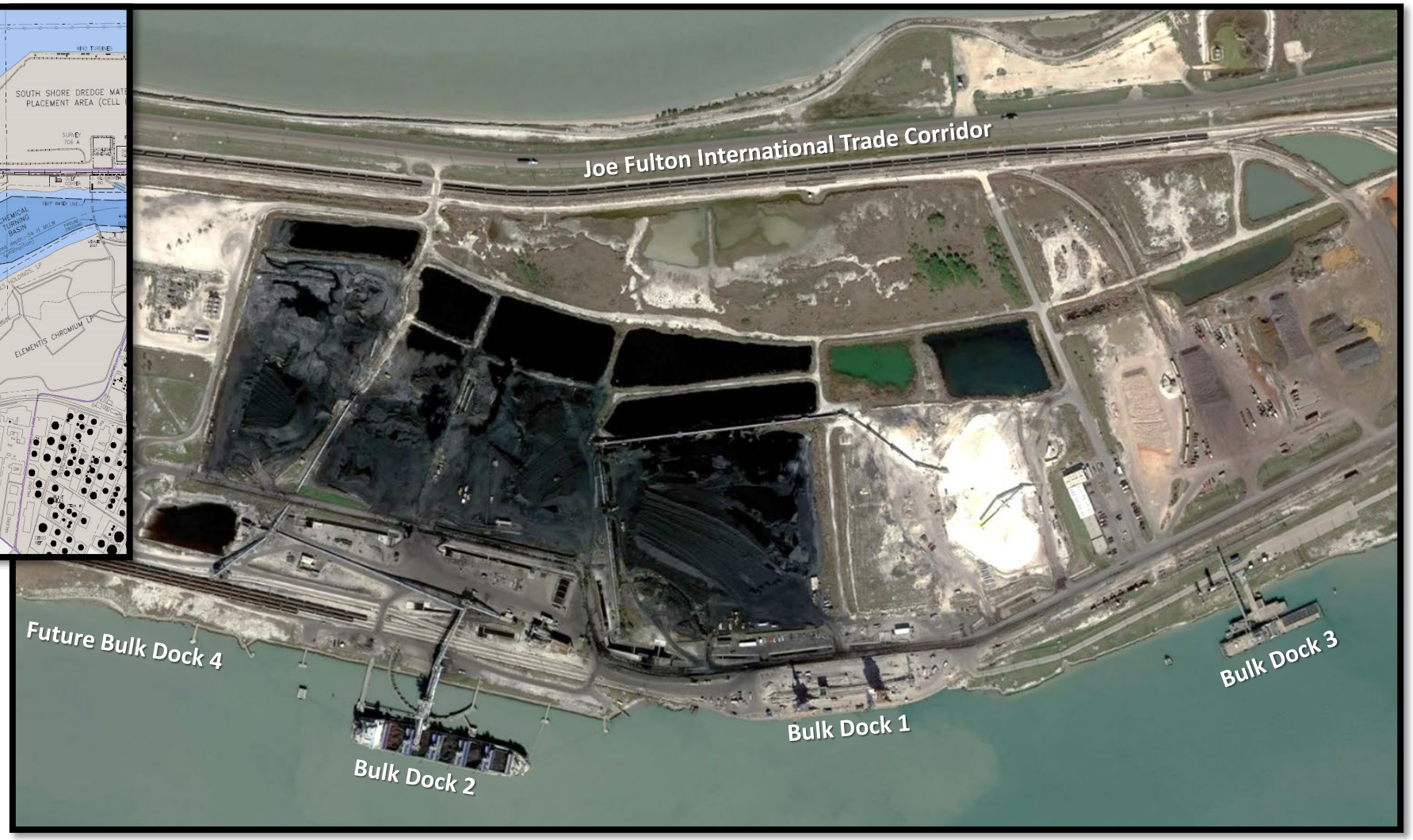
Engineering Services Department

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Bulk Dock 4 Project

Project Location





Bulk Dock 4 Project

Existing Bulk Dock 2 Constraints

Dock

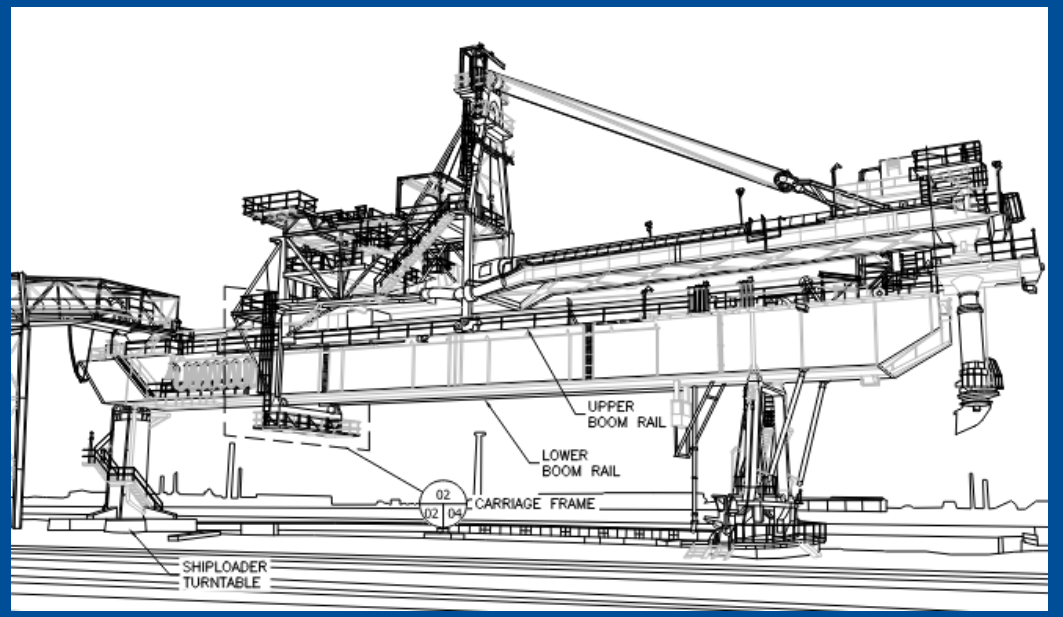
- Vessel size limitations, both length and draft
- Requires vessel shifting, inefficient loading
- Will require structural upgrades for new dredge depth

Shiploader

- Past the end of design life of 30 years (44 years)
- Obsolete electrical & mechanical components

Material Handling Equipment

- Past the end of design life of 25 years (44 years)
- Obsolete components, structural deficiencies





PORT CORPUS CHRISTI

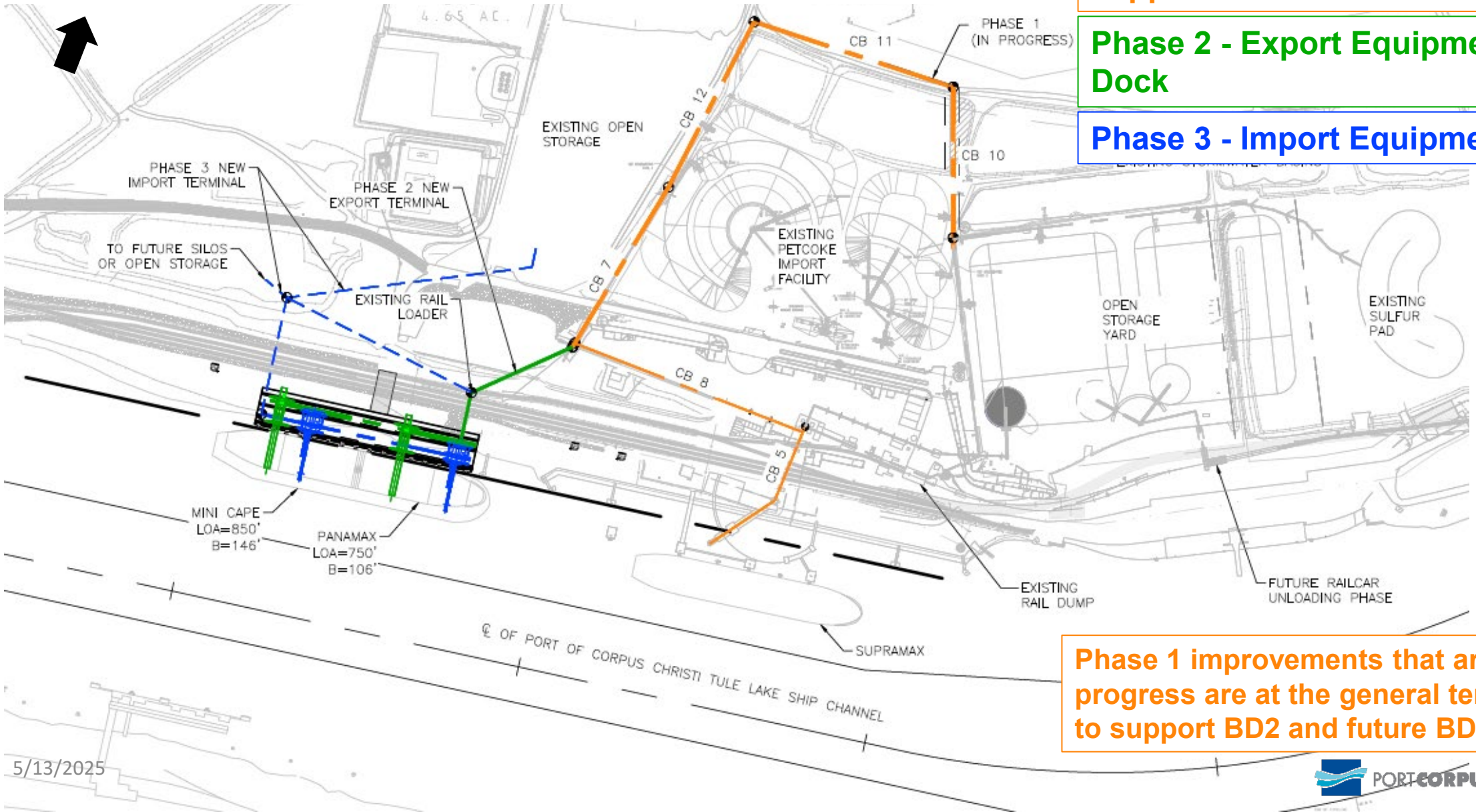
Bulk Dock 4 Project

Import / Export layout

Phase 1 - In-Progress – general to the terminal supports BD2 and future BD 4

Phase 2 - Export Equipment & Dock

Phase 3 - Import Equipment



Phase 1 improvements that are in progress are at the general terminal to support BD2 and future BD 4

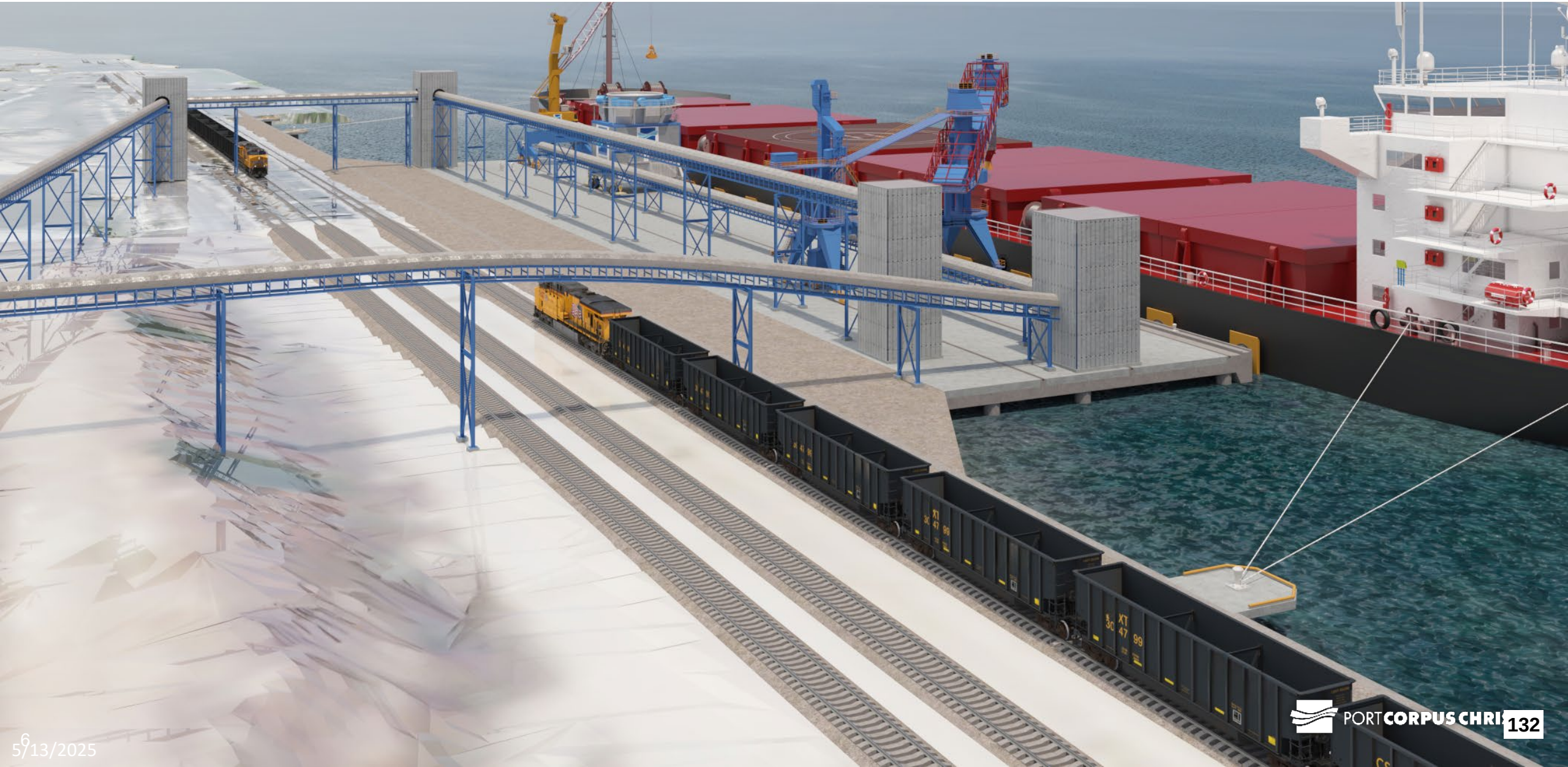
Bulk Dock 4 Project

New BD 4 Import / Export Dock Rendering



Bulk Dock 4 Project

New BD 4 Import / Export Dock Rendering



Thank you

PORT CORPUS CHRISTI®

MASTER SERVICES AGREEMENT NO. 23-02
LLOYD ENGINEERING, INC.

SERVICE ORDER NO. 1 - AMENDMENT NO. 5

1. Background Data

ORIGINAL SERVICE ORDER
Commencement Date: March 16, 2023
PCCA Project Manager (PM): Jacob Wiginton, P.E.
Project Name: New Bulk Dock 2
Project No. 23-032A

AMENDMENT NO. 5
Commencement Date: May 20, 2025
PCCA Project Manager (PM): Amelie Arvin, EIT
Project Name: Bulk Dock 4
Project No. 23-032A

2. Description of Modifications

a. **Section 4. Service Order Schedule** will be modified as follows:

Amendment No. 5 - 23-032A Bulk Dock 4		
Action	**Allotted Cal. Days**	**Due on or Before**
PCCA Commencement Date	-	6/1/2025
• ENGINEER – 60% Design Submittals	**120**	**9/29/2025**
PCCA Team Review	21	10/20/2025
• ENGINEER – 90% Design Submittals	**90**	**1/18/2026**
PCCA Team Review	21	2/8/2026
• ENGINEER – Unsealed Design Documents to PCCA Project Manager	**30**	**3/10/2026**
PCCA Team Review	10	3/20/2026
• ENGINEER – Final Conceptual Design Submittal	**7**	**3/27/2026**
This Service Order will expire December 31, 2028.		

b. **Section 5. Method of Compensation** will be modified as follows:

The PCCA shall pay engineer the following additional compensation:

(Table on following page.)

AMENDMENT NO. 5 Description of Services (Project #23-032A)	NTE Amount
BASIC SERVICES:	
Preliminary Design – *Not included in this Amendment*	$ 0.00
Final Design Phase *(multiple packages)*	$ 976,826.00
Solicitation Phase *(multiple packages)*	$ 66,519.00
Construction Phase *(multiple packages)*	$ 217,470.00
Subtotal, Basic Services	**$1,260,815.00**
SUPPORT SERVICES:	
Geotechnical Investigation	$ 56,519.00
Subtotal, Support Services	**$ 56,519.00**
SUMMARY OF FEES:	
Basic Services Fee	**$1,260,815.00**
Support Services Fee	**$ 56,519.00**
TOTAL NOT TO EXCEED (NTE) FEE AMOUNT	**$1,317,335.00**

c. The Scope of Services currently authorized to be performed by the Engineer in accordance with the Service Order and previous amendments, if any, is modified by adding the following to **Exhibit A – Engineer's Services:**

PART 1 – BASIC SERVICES (AMENDMENT NO. 5 - Project #23-032A)

A1.02 Final Design Phase (Amendment No. 5 - Project #23-032A)

A. Engineer shall:

1. Prepare applicable final design calculations, Drawings, and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by the Construction Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for PCCA's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist PCCA in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise PCCA of any recommended adjustments to the Opinion of Probable Construction Cost (OPCC) and other Opinion of Probable Project Costs related to construction of the project as design progresses. The OPCC should generally follow the guidance of AACE International Recommended Practice (RP) 17R-97 with an estimated contingency percentage appropriate to the applicable design level.

5. Assist PCCA in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

6. Construction Drawings (and other drawings such as Survey Drawings and Record Drawings) are to be prepared using a contemporary (less than 5 years old) version of AutoCAD (Civil 3D required for Civil discipline). CAD files are to include all constituent components. All data shortcuts such as 'DREF' data links generated in Civil 3D shall be validated. An equivalency table shall be provided for all abbreviated point descriptions. All used point groups, surfaces, corridor models, alignments, assemblies, break lines, etc. shall be validated and rebuilt to confirm no errors exist prior to submittal to the PCCA. External references shall be validated to confirm broken or circular references are not present. Include all project external reference CAD files in the appropriate coordinate system with submittal as independent files. Prior to submittals, utilize 'etransmit' to confirm inclusion of ctb., fonts, XREF, etc. and to preserve the file directory structure. If used, the project .dst Sheet Set Manager template file is to be provided with the submittal(s). The CAD files shall be provided with the final sealed submittal, with the completed Record Drawings, and at any other time during the Final Design Phase upon request from PCCA.

7. Prepare and assemble 60% Design and applicable bidding documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. Although all details and cross references may not be complete, the 60% submittal shall clearly reflect the essential existing and proposed project elements and design intent and shall identify any significant outstanding or remaining issues that need to be resolved. Provide Engineer recommendations as appropriate. Submit electronic files of the 60% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Deliverables for the 60% Design Submittal include:

    a. Completed Design Submittal Package Transmittal Form to document the deliverables contained in the 60% submittal.

    b. Completed Consultant Design Submittal Summary Form.

    c. 60% OPCC in the format of the anticipated Bid Breakdown (PDF).

    d. 60% Drawings for interim review (PDF). Flatten and size for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

    e. Basis of Design, Summary of Design Criteria, and/or Summary of Calculations (as applicable to the scope and 60% design development; neatly organized and compiled into PDF documents and sealed at the applicable stage of design).

    f. Table of Contents for the anticipated Technical Specifications (PDF).

g. Reference documents such as Geotechnical Report, related historical record drawings, utility records, USACE Permit, etc. (if applicable and not previously submitted).

8. Meet with PCCA if needed to discuss the review comments and to resolve any follow up questions or exceptions.

9. Prepare and assemble 90% Design and bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. The 90% submittal shall be essentially complete with the exception of minor, identifiable remaining items. If there are any remaining outstanding issues that need resolution, they must be clearly summarized. Provide Engineer recommendations as appropriate. Engineer shall provide written responses to the PCCA comments and questions from the previous submittal review and shall confirm in writing that the comments and questions have been addressed or resolved in the 90% submittal. Submit electronic files of the 90% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Deliverables for the 90% Design Submittal include:

   a. Completed Design Submittal Package Transmittal Form to document the deliverables contained in the 90% submittal.

   b. Completed Consultant Design Submittal Summary Form.

   c. 90% OPCC in the format of the Bid Breakdown (PDF).

   d. 90% Drawings for interim review (PDF). Flatten and size for printing to a measurable scale on 11” x 17” sheets. Confirm printability of the PDF prior to submittal.

   e. Basis of Design, Summary of Design Criteria, and/or Summary of Calculations (as applicable to the scope - any required Basis of Design, Summary of Design Criteria, and/or Summary of Design Calculations must be neatly organized into single PDF documents, sealed, and included with the 90% submittals if not previously sealed and submitted).

   f. Table of Contents with proposed Technical Specifications in PCCA required format (single PDF with bookmarked Sections).

   g. Reference documents such as the Geotechnical Report, related historical record drawings, utility and pipeline records, USACE Permit, etc. (if applicable and not previously submitted).

   h. Written responses to PCCA review comments and questions on the previous submittal, indicating the actions that have been taken to address the comments in the 90% submittal and confirming that all comments have been addressed in

the submittal or resolved with the PCCA Project Representative prior to the 90% submittal.

10. Meet with PCCA if needed to discuss the review comments and to resolve any follow up questions or exceptions.

11. In accordance with the Contract Schedule, furnish for review by PCCA an unsealed prefinal PDF version of the prefinal Drawings and Specifications, assembled drafts of other Construction Contract Documents, draft bidding related documents (or requests for proposals or other construction procurement documents), and any other prefinal draft documents and review them with the PCCA. Engineer shall provide written responses to PCCA's comments from the 90% review and confirm in writing that PCCA's comments and any outstanding items have been addressed or resolved in the prefinal documents. The unsealed prefinal documents shall be essentially complete.

12. Within the time required by the Contract Schedule, PCCA will provide Engineer with any comments regarding the furnished prefinal items, and any instructions for revisions for the final documents that are to be sealed by a Registered Professional Engineer licensed to practice in the State of Texas. The Drawings and Specifications shall not be sealed prior to receipt of confirmation from the PCCA that they have been reviewed and are acceptable for finalizing.

13. In accordance with the Contract Schedule and upon receipt of PCCA's comments on the unsealed prefinal documents, revise the Drawings and Specifications, assembled drafts of other Construction Contract Documents, the bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with instructions from the PCCA, as appropriate, and submit the required electronic files of sealed final documents to PCCA. Deliverables for the sealed final documents include:

    a. Completed Design Submittal Package Transmittal Form to document the deliverables contained in the final, sealed submittal.

    b. Completed Consultant Design Submittal Summary Form.

    c. OPCC in the format of the Bid Breakdown (PDF and Excel).

    d. Sealed Drawings for bid issue (PDF). Flatten and size for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

    e. Bound CAD files in contemporary AutoCAD version (less than five years old) to match the sealed PDF Drawings.

    f. Technical Specifications and sealed Table of Contents (Word and PDF with bookmarked Sections) in required PCCA format.

g. Reference documents such as the Geotechnical Report, related historical record drawings, utility records, or USACE Permit (if applicable and not previously submitted).

h. Written responses to PCCA review comments (if any) on the prefinal documents, indicating the actions that have been taken to address the comments and confirming that all comments have been addressed in the sealed documents or resolved with the PCCA Project Representative prior to sealing.

B. Engineer shall conduct an internal quality control review of all Final Design Phase deliverables for reasonable accuracy, completeness, clarity, and constructability prior to submitting to PCCA for review. The Consultant's review shall be conducted by senior level professionals with appropriate experience for each discipline of work. Submittals deemed not suitable for distribution or issue due to lack of information, lack of clarity, or significant errors or conflicts will be returned to Consultant for a revised submittal at no added cost to PCCA or extension to the overall Project schedule. The general basis of a re-submittal request will be provided with the return, but a detailed review will not be conducted on an incomplete submittal.

C. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to PCCA the final signed and sealed Drawings and Specifications, design calculations, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables to the satisfaction of PCCA, including a copy of final AutoCAD drawings, applicable Word and bookmarked PDF files, and written confirmation that all PCCA comments have been addressed or resolved.

A1.03 Bidding or Proposal Negotiating Phase (Amendment No. 5 - Project #23-032A)

A. Engineer shall provide engineering service hours toward the following Bidding or Proposal Negotiating Phase services. Engineer shall:

1. Attend pre-bid conference and provide a presentation of the technical aspect of the project as requested by the PCCA.

2. Prepare Addenda information as appropriate, and as requested by PCCA, to clarify, correct, or change the issued documents.

3. Assist PCCA in evaluating bids or proposals.

4. Provide information or technical assistance as requested by PCCA during the course of any review of bids or proposals, or negotiations with prospective construction contractors.

5. Consult with PCCA as to the qualifications and experience of prospective contractors.

6. Consult with PCCA as to the qualifications and experience of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors,

for those portions of the Work as to which review of qualifications is required by the issued documents.

7. Evaluate and provide a recommendation on the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.

B. Within five business days of the bid opening, Engineer shall prepare and submit a PDF of the conformed drawings incorporating the addenda issued during the Bid Phase. The phrase 'CONFORMED DRAWING' with the date shall be added adjacent to the Engineer's seal on the Cover Sheet, and the title block of each modified sheet (i.e., each addenda sheet) shall be marked 'Conformed Drawing' and shall be sealed by a registered Professional Engineer licensed to practice in the State of Texas. The addenda issued information shall remain intact. The conformed drawings shall not be otherwise altered from the bid and addenda issues.

C. The Bidding or Proposal Negotiating Phase will be considered complete upon award of construction contract, or upon written notice of completion from PCCA in the event a construction contract is not awarded.

A1.04 Construction Phase (Amendment No. 5 - Project #23-032A)

A. To support general construction administration (not to be interpreted as Project Representative), the Engineer shall provide following Construction Phase services:

1. Conduct weekly coordination meetings between all project stakeholders including but not limited to PCCA, Savage, WATCO, 3rd party construction inspectors, contractors (both prime and sub) and engineering firms.

2. Conduct monthly site visits or as required to verify the conformance of the work to the contract documents. PCCA will have an independent 3rd party construction inspection firm onsite daily. LEI assumes nineteen site visits are needed for this project.

3. Selection of Independent Testing Laboratory: Assist PCCA in the selection of an independent testing laboratory to perform the testing services identified in the contract documents.

4. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.

5. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

6. Baselines and Benchmarks: As appropriate, establish construction baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

7. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

   a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep PCCA informed of the progress of the Work.

   b. The purpose of Engineer's visits to the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for PCCA a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

8. Defective Work: Recommend rejection of Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to PCCA regarding whether Contractor should correct such Work or remove and replace such Work, or whether PCCA should consider accepting such Work as provided in the Construction Contract Documents.

9. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform PCCA of such incompatibility, and provide recommendations for addressing such Work.

10. Clarifications and Interpretations: Respond to questions concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation - RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable

promptness, render a written clarification, interpretation, or decision on the issue submitted to PCCA.

11. Change Orders and Work Change Directives: Review and provide recommendation(s) for action to the PCCA regarding Change Orders and Work Change Directives, as appropriate. Prepare related drawing revisions if requested by PCCA.

12. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for PCCA's use, subject to the limitations and responsibilities under the Contract and the Construction Contract.

13. Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

14. Substitutes and "or-equal": Evaluate and provide a recommendation on the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

15. Inspections and Tests:

    a. Review certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. Pursuant to the terms of the Construction Contract, recommend additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

16. Change Proposals, Value Engineering Proposals, and Claims: Review duly submitted Construction Contractor's request for Change Proposal (Contractor's proposal for a Change Order) or Contractor's Value Engineering Proposal, and within 30 calendar days after receipt of the Contractor's supporting data, provide recommendation to either deny the Change Proposal or Value Engineering Proposal

in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to PCCA and Contractor. If the Change Proposal or Value Engineering Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties of such. Provide information or data to PCCA regarding engineering or technical matters pertaining to Claims.

17. Applications for Payment: Review Contractor's applications for payment and provide PCCA with a recommendation to pay, partially pay, or request a revised pay application.

18. Contractor's Completion Documents: Review maintenance and operating instructions, schedules, guarantees, certificates of inspection, tests and approvals, and Submittals, Shop Drawings, Samples, and other data submitted by Contractor. Review Contractor's redline drawings and as-built records and prepare and submit Record Drawings to PCCA as further described below.

19. Substantial Completion: In company with PCCA and Contractor, visit the Site to review the Work and determine if there are any apparent defects or if Project is substantially complete. Follow the procedures in the Construction Contract regarding development of defects or punch list and submit to PCCA recommendations for replacement or correction of defective work, if any, and punch list items to be completed. Assist PCCA regarding any remaining engineering or technical matters affecting PCCA's use or occupancy of the Work following Substantial Completion.

20. Final Notice of Acceptability of the Work: Conduct a final visit to the Project site to determine if the Work, including punch list items, is complete and acceptable for the Engineer to recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to PCCA that the Work is acceptable.

B. Record Drawings: Prepare Record Drawings from Contractor's as-built records (Contractor's red-line markups) and furnish the digital Record Drawings to PCCA in PDF and with bound AutoCAD files (Civil 3D required for Civil discipline) to match the PDF within 30 calendar days of receipt of Contractor's as-builts. Supplement Record Drawings with information regarding the completed Project, site, and immediately adjacent areas if obtained by Engineer from field observations, PCCA, utility companies, and other reliable sources. The Record Drawings shall:

1. identify the original engineer, license number, and seal date;

2. identify the firm, firm number, and location of the original sealed drawings;

3. identify the change(s) and revised alignments of existing and proposed features;

4. include a note on each sheet in place of the original seal with information on the original seal and seal date;

5. be identified as such in a note on each sheet; and

6. be prepared using a contemporary (less than five years old) version of AutoCAD. CAD files shall be in accordance with the CAD file requirements described above for the Construction Drawings.

PART 2—SUPPORT SERVICES (Amendment No. 5 - Project #23-032A)

A2.01 Support Services Required to be Listed (Amendment No. 5 - Project #23-032A)

A. Support Services for this Contract include:

1. Amended Geotechnical Report: Provide an amended sealed Geotechnical Report based on Engineer's recommended geotechnical investigations and geotechnical recommendations needed for design and/or construction. The Geotechnical Report shall:

   a. Reference the PCCA project name and PCCA project number on the cover and in the body of the Report.

   b. Include a statement to the effect that the Report was prepared for the Consultant on behalf of the PCCA. Statements to the effect that that Report is only for the exclusive use of the Consultant are not acceptable.

   c. Include a layout showing the approximate boring locations and listing the NAD '83 northing-easting coordinates of the boring locations.

2. Providing renderings or models for PCCA's use, including services in support of building information modeling or civil integrated management.

3. Undertaking investigations and studies including, but not limited to:

   a. Detailed consideration of operations, maintenance, and overhead expenses.

   b. Based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses.

4. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by PCCA; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

3. *(For Reference Only)* Service Order Summary

DESCRIPTION OF SERVICES (*multiple packages*)	Original Service Order	Amendment No. 1	Amendment No. 2	Amendment No. 3	Amendment No. 4	Amendment No. 5 (current)	Amended Total Service Order
BASIC SERVICES:							
Preliminary Design Phase	$331,786.00	$ 0.00	$ 29,780.00	$ 50,015.00	$248,495.00	$ 0.00	$ 660,076.00
Final Design Phase	$ 0.00	$1,443,000.00	$238,865.00	$ 0.00	$ 0.00	$ 976,826.00	$2,658,691.00
Solicitation Phase	$ 0.00	$ 75,000.00	$ 26,115.00	$ 29,105.00	$ 0.00	$ 66,519.00	$ 196,739.00
Construction Phase	$ 0.00	$ 0.00	$ 27,270.00	$ 0.00	$ 0.00	$ 217,470.00	$ 244,740.00
Subtotal, Basic Services	**$331,786.00**	**$1,518,000.00**	**$322,030.00**	**$ 79,120.00**	**$248,495.00**	**$1,260,815.00**	**$3,760,246.00**
SUPPORT SERVICES:							
Topographic Survey	$ 32,472.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 32,472.00
Geotechnical Report	$260,715.00	$ 40,000.00	$ 0.00	$ 0.00	$ 0.00	$ 56,519.00	$ 357,234.00
Subtotal, Support Services	**$293,187.00**	**$ 40,000.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 56,519.00**	**$ 389,706.00**
SUMMARY OF FEES:							
Basic Services Fee	$331,786.00	$1,518,000.00	$322,030.00	$ 79,120.00	$248,495.00	$1,260,815.00	$3,760,246.00
Support Services Fee	$293,187.00	$ 40,000.00	$ 0.00	$ 0.00	$ 0.00	$ 56,519.00	$ 389,706.00
Allowance for Additional Services**	$ 50,000.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 50,000.00
TOTAL NTE AMOUNT	**$674,973.00**	**$1,558,000.00**	**$322,030.00**	**$ 79,120.00**	**$248,495.00**	**$1,317,335.00**	**$4,199,953.00**

***(per PCCA authorization only)*

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 May 20, 2025.***

PORT OF CORPUS CHRISTI AUTHORITY "PCCA":		**LLOYD ENGINEERING, INC. "ENGINEER":**	
By:	_____	**By:**	_____
Title:	**Chief Executive Officer**	**Title:**	_____
Date:	_____	**Date:**	_____

This section is for PCCA use only.						
AS	BA	SM	PD	PR	SC	VE

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 23-02

PROJECT NAME: Bulk Dock 4 Equipment
PROJECT NO. 25-046A
SERVICE ORDER NO. 2
COMMENCEMENT DATE: May 20, 2025

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and Lloyd Engineering, 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. 23-02 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:

This Project generally includes a new dry bulk Materials Handling System (MHS) for installation at new Bulk Dock 4 (BD4) at the Bulk Materials Terminal (BMT).

The primary components of the MHS are:

- Modify existing conveyor CB-7 for increased capacity (2500 STPH)
- Replace the existing conveyor CB-9 with a new conveyor of increased capacity (2500 STPH) and higher elevation
- Modify or replace (TBD) the existing railcar loading station to accommodate additional conveyors inbound and outbound.
- Belt conveyor CB-14 and Transfer Station TS-14
    - NOTE: It is assumed TS-14 will be installed on a marine platform designed by LEI
- Dock conveyor CB-15 is designed to support a new shiploader tripper
- Shiploader with traveling tripper car
- Mobile harbor crane (Liebherr LHM 550 to match the unit on BD#1)
- Receiving Hopper for the crane with top grizzly and manual shear gate
- Hopper belt feeder, HF-01
- Dock Conveyor, CB-15 and Transfer Station TS-15
- E-House in TS-14, Electrical Power and Control Systems, and Programming
- E-House for Medium Voltage Equipment

2. Services of Engineer (Scope of Services)

A. The specific Basic Services to be provided or furnished by Engineer under this Service Order are set forth in "Part 1 - Basic Services" of **Exhibit A**, "Standard Language for *Engineer's Services*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

B. The specific Support Services to be provided or furnished by Engineer under this Service Order are set forth in "Part 2 - Support Services" of **Exhibit A**, "Standard Language for *Engineer's Services*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

C. Engineering-based documents submitted under this Service Order shall include the responsible Engineer's identification and release note on documents submitted for interim review and the Engineer's seal on final documents. This includes bound or unbound engineering-based reports, studies, master plans, design basis, criteria, and calculations, quantity estimates, cost opinions, drawings, technical specifications, addendums, change orders, and any other engineering-based document on which the PCCA will rely on for significant decisions, planning, and/or construction. If there is more than one responsible engineer, the respective responsibilities must be noted accordingly.

3. PCCA's Responsibilities

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

4. Project Contract Schedule

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

ACTION	ALLOTTED CAL. DAYS	DUE ON OR BEFORE
PCCA Commencement Date	-	6/1/2025
• **Engineer – 30% Preliminary Design Submittal**	90	8/30/2025
PCCA Team Review	14	9/13/2025
• **Engineer – 60% Design Submittal**	90	12/12/2025
PCCA Team Review	14	12/26/2025
• **Engineer – 90% Design Submittal**	60	2/24/2026
PCCA Team Review	7	3/3/2026
• **Engineer – Unsealed Design Documents to PCCA Project Manager**	14	3/17/2026
PCCA Team Review	7	3/24/2026
• **Engineer – Final Sealed Documents Submittal**	14	4/7/2026

This Service Order will expire on December 31, 2028.

Should the PCCA commencement date change or the PCCA not return review comments and/or instructions in the time listed in the schedule, the Contract schedule for subsequent items will be extended by the same number of days with no further recourse by the Engineer against PCCA. Should PCCA return comments and/or instructions in less than the allotted days listed in the schedule, the remaining due dates will be moved up accordingly with no further recourse by the Engineer against PCCA, and in this case the Engineer's allotted days for subsequent items will not be extended by the same number of days unless specifically authorized by PCCA.

5. Method of Compensation

PCCA shall pay Engineer for services rendered under this Service Order using the Standard Hourly Rates plus Reimbursable Expenses with a Ceiling Price.

The Ceiling Price for this Service Order is $2,682,347.

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

Description of Service	Not to Exceed Amount
BASIC SERVICES:	
Preliminary Design Phase	$ 498,850.00
Final Design Phase	$ 383,660.00
Bid Phase	$ 183,049.00
Construction Phase	$ 921,679.00
Subtotal, Basic Services	**$ 1,987,238.00**
SUPPORT SERVICES:	
Dockside Electrical and Programming	$ 695,109.00
Subtotal, Support Services	**$ 695,109.00**
SUMMARY OF FEES:	
Basic Services Fee	$ 1,987,238.00
Support Services Fee	$ 695,109.00
TOTAL CONTRACT NOT TO EXCEED FEE AMOUNT	**$ 2,682,347.00**

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:

None listed

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

Not Applicable.

8. Insurance Requirements:

Engineer shall maintain the following additional insurance coverage described in Section 11.02 of the Agreement for as long as Engineer is providing services under this Service Order.

9. Exhibits or Attachments to this Service Order:

Exhibit A – Engineer's Services
Exhibit A-1 – Document List titled "23-032A-DL001. BD#4 MHS Documents List"
Exhibit A-1 – Reference Drawing titled "236-08_SK-01. Shuttle Shiploader Dock Plan"

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

Not Applicable.

11. 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.

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: Kent Britton

Title: Chief Executive Officer

Date Signed: _____

Address for giving notice:
Attention: Director of Engineering Services
400 Harbor Drive
Corpus Christi, Texas 78401

Natasha Fudge, P.E.

Title: Director of Engineering Services

Phone Number: (361) 885-6686

Email: natasha@pocca.com

Engineer:

Lloyd Engineering, Inc.

By: _____

Name: Kevin Matakis P.E.

Title: Vice President of Engineering

Date Signed: _____

Address for giving notice:
6565 West Loop South
Suite 708
Bellaire, Texas 77401

Jacob Wiginton P.E.

Title: Project Manager

Phone Number: (361) 445-2639

Email: jwiginton@lloydeng.com

PCCA's Project Manager:

Amelie Arvin, EIT

Title: Project Engineer

Phone Number: (361) 885-6650

Email: aarvin@pocca.com

EXHIBIT A

ENGINEER'S SCOPE OF SERVICES

This Project generally includes a new dry bulk Materials Handling System (MHS) for installation at new Bulk Dock 4 (BD4) at the Bulk Materials Terminal (BMT).

The primary components of the MHS are:

- Modify existing conveyor CB-7 for increased capacity (2500 STPH)
- Replace the existing conveyor CB-9 with a new conveyor of increased capacity (2500 STPH) and higher elevation
- Modify or replace (TBD) the existing railcar loading station to accommodate additional conveyors inbound and outbound.
- Belt conveyor CB-14 and Transfer Station TS-14
    - Assumption: TS-14 will be installed on a marine platform designed by Engineer
- Dock conveyor CB-15 is designed to support a new shiploader tripper
- Shiploader with traveling tripper car
- Mobile harbor crane (Liebherr LHM 550 to match the unit on BD1)
- Receiving Hopper for the crane with top grizzly and manual shear gate
- Hopper belt feeder, HF-01
- Dock Conveyor, CB-15 and Transfer Station TS-15
- E-House in TS-14, Electrical Power and Control Systems, and Programming
- E-House for Medium Voltage Equipment

Assumptions:

- Project Completion Q3 2028, assuming dock completed Q1 2028.
- Similar Project Requirements as Conveyor CB10/11/12 project, requiring limited updates to established Basis of Design, conveyor Specifications, and drawing details.

PART 1 - BASIC SERVICES

A1.01 Preliminary Design Phase

A. Engineer shall:

1. Attend a Project kick-off meeting to review the general scope of work, objectives, and key elements of the Project, including anticipated budget and schedule. Proposal assumes that three representatives will attend the kick-off meeting in person, and others will attend virtually.

2. Develop a Procurement and Construction ("P&C") Strategy document in collaboration with PCCA that outlines the desired bidding, procurement, and contracting approach for the Project (single GC, multiple packages and contractors, etc.). The P&C Strategy will define how the Project will be executed, influencing the

preparation of Final Engineering bid packages and documents.

3. Prepare Basis of Design and Project Description documents for the bid packages defined in the P&C Strategy. For this Proposal, the Engineer assumes the following separate bid packages will be prepared:

    a. Conveyor System with Dock Hopper

    b. Erection of Conveyor System and Dock Hopper, and Foundations Construction

    c. Ship loader as a Turnkey delivered and installed package

    d. Mobile Harbor Crane as a Turnkey delivered and installed package

    e. Electrical Equipment Procurement

    f. Electrical Construction

4. Evaluate the CB-9 and train loading station for proposed changes wherein CB-9 will feed the new conveyor CB-14 for transfer to the new ship loader on BD#4. It is assumed that a new CB-9 will be required due to increased height and increased capacity. Further, evaluate the inclusion of a new belt conveyor from a new landside source for loading trains either from future storage facilities or directly from the vessel via the new crane/hopper/CB-15 system. Determine if the existing train loading station can be modified or if a new loading station is required. Evaluate foundations for CB-9 and the train loading station.

5. Carry out mechanical engineering calculations for the belt conveyor system to define primary geometry, drives, and component selection. Prepare belt profile schematic drawings with bills of materials to summarize component selection.

6. Carry out preliminary structural calculations to estimate loads required for foundation design. Prepare preliminary foundation designs and drawings for the purpose of material takeoffs supporting OPC cost estimating. Assumed foundations include modified or new CB-9, CB-14 bents, and modified or new railcar loading station.

7. Prepare General Arrangement ("GA") drawings to the 30% design level.

8. Prepare Electrical and Controls design, Control Narrative, and other documents to the 30% design level.

9. The Engineer shall provide Project Management and Administrative Services including:

    a. Manage the Engineer's portion of the Project and execution of deliverables.

    b. Prepare monthly progress reports.

    c. Participate in routine conference calls for coordination and status updates with PCCA and stakeholders, as required.

    d. Prepare and track Requests for Information ("RFI's").

e. Develop and maintain appropriate Project Controls, Document Control, and general project administration, including a Document Register, Action Items, and Design Issues List(s).

f. Manage Scope of Service changes, if applicable.

g. Coordination with PCCA and PCCA's other consultants, as applicable.

10. Visit the Site to review existing conditions and facilities, and documentation of existing conditions. The Proposal assumes one visit by two representatives.

11. Advise PCCA of any need to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in evaluating potential solution(s) to Project requirements, and preparation of the Preliminary Design Phase documents.

12. Review available survey, geotechnical, environmental, permits, historical record drawings, utility records, FEMA maps, and other pertinent available data, as provided by PCCA. When applicable, contact utility owners to obtain available information. Advise PCCA if additional investigations, studies, tests, professional services, reports, data, information, or other services are necessary to support the final design. If applicable, assist PCCA in obtaining such reports, data, information, or services. The following assumptions are made concerning available information:

13. Prepare Preliminary Design Phase documents consisting of the design criteria, basis of design, applicable preliminary design calculations, preliminary drawings and diagrams of existing and proposed elements, and a written description of the Specific Project. The documents will include a location map, an overall site layout, a preliminary site plan, preliminary arrangement drawings and diagrams, assumptions, and a summary of outstanding tasks, information, and/or decisions needed. The key elements and issues will be stated, including the basis and objective(s) of the Project. The preliminary drawings and documents will convey an approximate 30% design level representation of the existing and proposed features that will be the basis for the future detailed design.

14. Prepare a single PDF electronic file of the Preliminary Design Phase deliverables for interim review.

15. The engineer will assist PCCA in preparing an Opinion of Probable Construction Cost (OPCC) for the project elements within the Engineer's scope.

16. In accordance with the time allotted in the Contract Schedule, furnish the interim review copy of the bookmarked PDF of the bound Preliminary Design Phase deliverables to PCCA, and review them with PCCA. The interim documents for review shall contain information that is reasonably complete, viable, clearly presented, and accurate to provide a basis for the PCCA to make informed decisions on the applicable scope going forward to meet the project objectives. PCCA will submit any comments regarding the furnished items to the Engineer within the time established in the Contract Schedule.

17. Meet with PCCA to discuss the review comments and resolve any follow-up questions or exceptions. The Proposal assumes the meeting to discuss the Preliminary Design will be virtual.

18. In accordance with the time allotted in the Contract Schedule, revise the interim Preliminary Design deliverables in response to PCCA's comments, as appropriate, and furnish one single, bookmarked PDF electronic file of the signed and sealed Preliminary Design Phase deliverables to the PCCA. Engineer shall provide written responses to PCCA comments from the interim submittal to indicate how/where the comment has been addressed and confirm in writing that PCCA's comments have been addressed or resolved in the sealed Preliminary Design documents.

B. The Engineer shall conduct an internal quality control review of all Preliminary Design Phase deliverables for reasonable accuracy, completeness, clarity, and constructability before submitting to PCCA for review. The Consultant's review shall be conducted by senior level professionals with appropriate experience for each discipline of work. Submittals deemed not suitable for distribution due to lack of information, lack of clarity, or significant errors or conflicts will be returned to the Consultant for a revised submittal at no added cost or extension to the overall Project schedule. The general basis of a re-submittal request will be provided with the return, but a detailed review will not be conducted on an incomplete submittal.

C. Deliverables for the Preliminary Design Phase include:

1. Completed Submittal Package Transmittal Form to document the deliverables contained in the submittal.

2. Preliminary Design Documents (interim review and final sealed versions) as summarized in the attached Document Register, Preliminary Design, with exhibits and preliminary drawings or layouts as needed to identify key issues and significant existing and proposed elements with related costs and recommendations for PCCA consideration before proceeding with a detailed final design.

3. Respond to interim review comments.

D. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the Engineer has delivered to PCCA the revised signed and sealed Preliminary Design Phase deliverables, along with written confirmation that PCCA's comments and questions from the interim review have been addressed or resolved within the sealed Report. The Engineer is not authorized to proceed to the Final Design Phase without notification from PCCA

A1.02 Final Design Phase

A. Engineer shall:

1. Prepare applicable final design calculations, Drawings, and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by the Equipment Manufacturer(s) and Construction Contractor(s), as applicable.

2. Progress the 30% Design to 100% and prepare Issued for Bid Drawings and Specifications for all project areas suitable for bidding to Contractors as described in the P&C Strategy developed during Preliminary Design.

3. Visit the Site as needed to assist in preparing the final Drawings and Specifications. The proposal assumes four additional site visits, one day each, 2 attendees.

4. Project Management and Administrative Services by the Engineer include:

    a. Continue PM and Admin Services as described for the Preliminary Design Phase.

5. Equipment Bid Packages Preparation by the Engineer include:

    a. Prepare Technical Specifications, Scope of Work documents, Data Sheets, and Bid Breakdown spreadsheets for the following equipment packages: Conveyors and Hopper with Feeder, Shiploader, Crane, and Electrical Equipment.

    b. Anticipated documents are summarized in the attached Document Register, Final Design.

6. Contractor Bid Packages Preparation by the Engineer include:

    a. Prepare Technical Specifications, Scope of Work documents, and Bid Breakdown spreadsheets for the following Contractor Bid Packages, which might change based on the P&C Strategy to be developed:

        - Erection of the Materials Handling System and Foundations

        - Electrical Contractor

    b. Contractor Bid Packages will be prepared after the Equipment Package(s) are awarded and the Equipment Supplier(s) provide data necessary to complete the Engineer's work.

7. The Foundation Design Services provided by the Engineer include:

    a. Prepare Technical Specifications and preliminary 60% Foundation Design drawings based on the Engineer's estimated layouts, loads, and site-specific Geotechnical Report. Anticipated documents are summarized in the attached Final Design Document Register.

    b. After the equipment award, update and finalize IFC Foundation Design drawings to accommodate the final certified layouts and loads provided by the Equipment Suppliers.

8. The Electrical and Controls Design Services Provided by the Engineer include:

    a. Prepare Drawings and Specifications. Anticipated documents are summarized in the attached Final Design Document Register.

b. Update the Preliminary Power Analysis with electrical loads based on the selected material handling supplier horsepower.

c. Update the MCC and VFD one lines to obtain updated pricing from electrical equipment bidders.

d. Provide Arc Flash report and Arc Flash Labels to be installed when electrical equipment is installed.

e. Prepare I/O list.

9. Detailed Control Panel Design provided by the Engineer include:

   a. Provide detailed control panel design, Drawings, and Specifications to be used for bidding and fabrication of Panels. Anticipated documents are summarized in the attached Final Design Document Register.

10. Programming Design Services. PLC and HMI Programming provided by the Engineer include:

    a. Prepare PLC and HMI programs according to the approved Control Narrative and Preliminary Drawings.

    b. PLC logic and Screens will be developed to operate new conveyors and other major equipment, interface to major equipment and other miscellaneous equipment.

    c. Develop Mode control logic for each motor and actuator.

       - Hand-Off-Auto – Local control

    d. Develop Alarm logic and history screen for all new equipment alarms.

    e. Develop HMI faceplates for each motor and actuator that allow mode selection, start/stop control, alarm status, ETM, permissive, and interlock status.

    f. Develop sequential control logic and status screens, security/login faceplate and control, HMI Process Trend Screen, HMI Command Screen, and Event and Alarm History Screen.

    g. Coordinate with the owner during PLC and HMI development.

    h. Program Historian to integrate with new PLC and HMI system

    i. Configure and program Stratix ethernet fiber optic network Switches

    j. Programming of the new historian to interface with the PLC and HMI programs to log process data, alarm data, event and command data

       - Alarm history

- Command and event history
- Create reports and searches to allow viewing time ranges for troubleshooting
- Process data history and trends

k. Simulation of the PLC and HMI program to verify proper operation.

l. Development of Factory Acceptance Test Sign Off document that identifies all functions and features to be tested.

m. Factory Acceptance Test of the PLC and HMI logic with client participation at InterMat offices or via Teams meeting.

11. Provide technical criteria, written descriptions, and design data for PCCA's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist PCCA in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate. Engineer to provide technical data to support permit applications only. No allowance is included in this assignment to prepare a permit application package, to attend permit meetings, or to submit or coordinate resolution of comments for any permit.

12. Advise PCCA of any recommended adjustments to the Opinion of Probable Construction Cost (OPCC) and other Opinion of Probable Project Costs related to construction of the project as design progresses. The OPCC should generally follow the guidance of AACE International Recommended Practice (RP) 17R-97 with an estimated contingency percentage appropriate to the applicable design level.

13. Assist PCCA in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

14. Prepare and assemble 60% Design and applicable bidding documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. Although all details and cross references may not be complete, the 60% submittal shall clearly reflect the essential existing and proposed project elements and design intent and shall identify any significant outstanding or remaining issues that need to be resolved. Provide Engineer recommendations as appropriate. Submit electronic files of the 60% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Deliverables for the 60% Design Submittal include:

a. Completed Design Submittal Package Transmittal Form to document the deliverables contained in the 60% submittal.

b. Completed Consultant Design Submittal Summary Form.

c. 60% OPCC in the format of the anticipated Bid Breakdown (PDF).

d. 60% Drawings for interim review (PDF). Flatten and size for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

e. Basis of Design, Summary of Design Criteria, and/or Summary of Calculations (as applicable to the scope and 60% design development; neatly organized and compiled into PDF documents and sealed at the applicable stage of design).

f. Table of Contents for the anticipated Technical Specifications (PDF).

g. Reference documents such as Geotechnical Report, related historical record drawings, utility records, USACE Permit, etc. (if applicable and not previously submitted).

h. The anticipated deliverables are summarized in the attached Final Design Document Register.

15. Meet with PCCA if needed to discuss the review comments and to resolve any follow up questions or exceptions. The Proposal assumes that the 60% design review meeting will be virtual.

16. Prepare and assemble 90% Design and bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. The 90% submittal shall be essentially complete with the exception of minor, identifiable remaining items. If there are any remaining outstanding issues that need resolution, they must be clearly summarized. Provide Engineer recommendations as appropriate. Engineer shall provide written responses to the PCCA comments and questions from the previous submittal review and shall confirm in writing that the comments and questions have been addressed or resolved in the 90% submittal. Submit electronic files of the 90% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Deliverables for the 90% Design Submittal include:

a. Completed Design Submittal Package Transmittal Form to document the deliverables contained in the 90% submittal.

b. Completed Consultant Design Submittal Summary Form.

c. 90% OPCC in the format of the Bid Breakdown (PDF).

d. 90% Drawings for interim review (PDF). Flatten and size for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

e. Basis of Design, Summary of Design Criteria, and/or Summary of Calculations (as applicable to the scope - any required Basis of Design, Summary of Design Criteria, and/or Summary of Design Calculations must be neatly organized into single PDF documents, sealed, and included with the 90% submittals if not previously sealed and submitted).

f. Table of Contents with proposed Technical Specifications in PCCA required format (single PDF with bookmarked Sections).

g. Reference documents such as the Geotechnical Report, related historical record drawings, utility and pipeline records, USACE Permit, etc. (if applicable and not previously submitted).

h. Written responses to PCCA review comments and questions on the previous submittal, indicating the actions that have been taken to address the comments in the 90% submittal and confirming that all comments have been addressed in the submittal or resolved with the PCCA Project Manager prior to the 90% submittal.

17. Meet with Authority if needed to discuss the review comments and to resolve any follow up questions or exceptions. The Proposal assumes that the 90% design review meeting will be virtual.

18. In accordance with the Contract Schedule, furnish for review by PCCA an unsealed prefinal PDF version of the prefinal Drawings and Specifications, assembled drafts of other Construction Contract Documents, draft bidding related documents (or requests for proposals or other construction procurement documents), and any other prefinal draft documents and review them with the PCCA. Engineer shall provide written responses to PCCA's comments from the 90% review and confirm in writing that PCCA's comments and any outstanding items have been addressed or resolved in the prefinal documents. The unsealed prefinal documents shall be essentially complete.

19. Within the time required by the Contract Schedule, PCCA will provide Engineer with any comments regarding the furnished prefinal items, and any instructions for revisions for the final documents that are to be sealed by a Registered Professional Engineer licensed to practice in the State of Texas. The Drawings and Specifications shall not be sealed prior to receipt of confirmation from the PCCA that they have been reviewed and are acceptable for finalizing.

20. In accordance with the Contract Schedule and upon receipt of PCCA's comments on the unsealed prefinal documents, revise the Drawings and Specifications, assembled drafts of other Construction Contract Documents, the bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with instructions from the PCCA, as appropriate, and submit the required electronic files of sealed final documents to PCCA. Deliverables for the sealed final documents include:

    a. Completed Design Submittal Package Transmittal form to document the deliverables contained in the final, sealed submittal.

b. Completed Consultant Design Submittal Summary form.

c. OPCC in the format of the Bid Breakdown (PDF and Excel).

d. Sealed Drawings for bid issue (PDF). Flatten and size for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

e. Bound CAD files in contemporary AutoCAD version (less than five years old) to match the sealed PDF Drawings.

f. Technical Specifications and sealed Table of Contents (Word and PDF with bookmarked Sections) in required PCCA format.

g. Reference documents such as a Geotechnical Report, related historical record drawings, utility records, or USACE Permit (if applicable and not previously submitted).

h. Written responses to PCCA review comments (if any) on the prefinal documents, indicating the actions that have been taken to address the comments and confirming that all comments have been addressed in the sealed documents or resolved with the PCCA Project Manager prior to sealing.

B. Engineer shall conduct an internal quality control review of all Final Design Phase deliverables for reasonable accuracy, completeness, clarity, and constructability prior to submitting to PCCA for review. The Consultant's review shall be conducted by senior level professionals with appropriate experience for each discipline of work. Submittals deemed not suitable for distribution or issue due to lack of information, lack of clarity, or significant errors or conflicts will be returned to Consultant for a revised submittal at no added cost to PCCA or extension to the overall Project schedule. The general basis of a re-submittal request will be provided with the return, but a detailed review will not be conducted on an incomplete submittal.

C. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to PCCA the final signed and sealed Drawings and Specifications, design calculations, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables to the satisfaction of PCCA, including a copy of final AutoCAD drawings, applicable Word and bookmarked PDF files, and written confirmation that all PCCA comments have been addressed or resolved.

D. EXCLUSIONS. The following activities and all work associated with these activities are excluded:

1. Demolition and site clearing

2. Civil/Sitework (Stockyard rehabilitation, drainage and stormwater systems, new roads, new loop track, and related sitework for the loop track)

3. Fire detection and protection systems.

4. Excludes design of any washdown water or stormwater collection and delivery systems from any part of the Project to pond(s), or treatment facilities by others.

5. All work associated with permitting and environmental activities.

6. No allowance is included in this assignment to prepare a permit application package, to attend permit meetings, or to submit or coordinate resolution of comments for any permit.

A1.03 Bidding or Proposal Negotiating Phase

A. Upon request by PCCA, the Engineer shall provide the following Bidding or Proposal Negotiating Phase services. These services are not to be invoiced except for services which are specifically requested. If requested by PCCA, the Engineer shall:

1. Attend pre-bid conference and provide a presentation of the technical aspect of the project as requested by the PCCA.

2. Prepare Addenda information as appropriate, and as requested by PCCA, to clarify, correct, or change the issued documents.

3. Assist PCCA in evaluating bids or proposals.

4. Provide information or technical assistance as requested by PCCA during any review of bids or proposals, or negotiations with prospective construction contractors.

5. Consult with PCCA as to the qualifications and experience of prospective contractors.

6. Consult with PCCA as to the qualifications and experience of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

7. Evaluate and provide a recommendation on the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.

B. Within five business days of the bid opening, Engineer shall prepare and submit a PDF of the conformed drawings incorporating the addenda issued during the Bid Phase. The phrase ‘CONFORMED DRAWING’ with the date shall be added adjacent to the Engineer’s seal on the Cover Sheet, and the title block of each modified sheet (i.e., each addenda sheet) shall be marked ‘Conformed Drawing’ and shall be sealed by a registered Professional Engineer licensed to practice in the State of Texas. The addenda issued

information shall remain intact. The conformed drawings shall not be otherwise altered from the bid and addenda issues.

C. The Bidding or Proposal Negotiating Phase will be considered complete upon award of construction contract, or upon written notice of completion from PCCA in the event a construction contract is not awarded.

A1.04 Construction Phase

A. To support general construction administration (not to be interpreted as Project Representative), upon request by PCCA the Engineer shall provide up to [*25*] engineering service hours toward the following Construction Phase services. If requested by PCCA (and within the service hour limit), Engineer shall:

1. Selection of Independent Testing Laboratory: Assist PCCA in the selection of an independent testing laboratory to perform the testing services identified in the contract documents.

2. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.

3. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

4. Baselines and Benchmarks: As appropriate, establish construction baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

5. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

   a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep PCCA informed of the progress of the Work.

   b. Engineer assumes the following Site Visits:

      - Monthly progress and coordination site visits during the entire project. Assumes one person from Houston for each visit.

      - Two (2) shop visits to a US domestic fabrication shop to review equipment fabrication progress. Assumes equipment supplier will fabricate in the US. International travel for shop visits is excluded and would be extra.

- Four (4) shop visits to a foreign fabrication shop to review equipment fabrication progress. Assumes equipment supplier will fabricate in the overseas.

- Two (2) site visits during the erection of the mechanical system. Assumes one person from Houston for each visit.

- Three (3) site visits during electrical construction. Assumes one is flying and two are driving from the Houston area.

- Perform Electrical Wiring Checkout site visit and a Punch List walkthrough. Assume one (1) person, four days on site.

- Perform Equipment System Punch List walkthrough. Assumes two (2) people, one to two days on site, both from the Houston area.

c. The purpose of Engineer's visits to the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for PCCA a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

6. Defective Work: Recommend rejection of Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to PCCA regarding whether Contractor should correct such Work or remove and replace such Work, or whether PCCA should consider accepting such Work as provided in the Construction Contract Documents.

7. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform PCCA

of such incompatibility, and provide recommendations for addressing such Work.

8. Clarifications and Interpretations: Respond to questions concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation - RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted to PCCA.

9. Change Orders and Work Change Directives: Review and provide recommendation(s) for action to the PCCA regarding Change Orders and Work Change Directives, as appropriate. Prepare related drawing revisions if requested by PCCA.

10. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for PCCA's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

11. Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

12. Substitutes and "or-equal": Evaluate and provide a recommendation on the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

13. Inspections and Tests:

    a. Review certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. Pursuant to the terms of the Construction Contract, recommend additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

14. Change Proposals, Value Engineering Proposals, and Claims: Review duly submitted Construction Contractor's request for Change Proposal (Contractor's proposal for a Change Order) or Contractor's Value Engineering Proposal, and within 30 calendar days after receipt of the Contractor's supporting data, provide recommendation to either deny the Change Proposal or Value Engineering Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to PCCA and Contractor. If the Change Proposal or Value Engineering Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties of such. Provide information or data to PCCA regarding engineering or technical matters pertaining to Claims.

15. Applications for Payment: Review Contractor's applications for payment and provide PCCA with a recommendation to pay, partially pay, or request a revised pay application.

16. Contractor's Completion Documents: Review maintenance and operating instructions, schedules, guarantees, certificates of inspection, tests and approvals, and Submittals, Shop Drawings, Samples, and other data submitted by Contractor. Review Contractor's redline drawings and as-built records and prepare and submit Record Drawings to PCCA as further described below.

17. Substantial Completion: In company with PCCA and Contractor, visit the Site to review the Work and determine if there are any apparent defects or if Project is substantially complete. Follow the procedures in the Construction Contract regarding development of defects or punch list and submit to PCCA recommendations for replacement or correction of defective work, if any, and punch list items to be completed. Assist PCCA regarding any remaining engineering or technical matters affecting PCCA's use or occupancy of the Work following Substantial Completion.

18. Final Notice of Acceptability of the Work: Conduct a final visit to the Project site to determine if the Work, including punch list items, is complete and acceptable for the Engineer to recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to PCCA in the form attached to the Agreement as **Exhibit E** ("**Notice of Acceptability of Work**") that the Work is acceptable.

B. Record Drawings: Prepare Record Drawings from Contractor's as-built records (Contractor's red-line markups) and furnish the digital Record Drawings to PCCA in PDF and with bound AutoCAD files (Civil 3D required for Civil discipline) to match the PDF within 30 calendar days of receipt of Contractor's as-builts. Supplement Record Drawings with information regarding the completed Project, site, and immediately adjacent areas if obtained by Engineer from field observations, PCCA, utility companies, and other reliable sources. The Record Drawings shall:

1. identify the original engineer, license number, and seal date;

2. identify the firm, firm number, and location of the original sealed drawings;

3. identify the change(s) and revised alignments of existing and proposed features;

4. include a note on each sheet in place of the original seal with information on the original seal and seal date;

5. be identified as such in a note on each sheet; and

6. be prepared using a contemporary (less than five years old) version of AutoCAD. CAD files shall be in accordance with the CAD file requirements described above for the Construction Drawings.

PART 2 – SUPPORT SERVICES

A2.01 Support Services Required to be Listed in the Contract

A. **Commissioning Services.**

1. Engineer shall:

   a. Represent the PCCA during the fabrication of the equipment and conduct facility site visits at the Equipment Supplier's facility for Kick-Off and FAT testing.

   b. Develop a Commissioning Sign Off document in collaboration with the Equipment Supplier that identifies all functions and features to be tested.

   c. Provide manpower to commission PLC and HMI system. It is expected that contractor wiring of field devices and control panels is accurate and has been verified and tested prior to Engineer arrival to site.

   d. Perform the following Commissioning efforts after the new equipment is installed:

      - Two weeks of site time with 2 programmers to verify the installation, wiring and function of new equipment and devices

   e. Assist PCCA in training PCCA's staff to operate and maintain Project equipment and systems within the Engineer's Scope of responsibility. The Equipment Supplier shall provide training for their equipment supply.

   f. Prepare operation and maintenance ("O&M") manuals for equipment within the Engineer's Scope of responsibility. The Equipment Supplier shall provide O&M manuals for their equipment supply

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 23-02

PROJECT NAME: Bulk Dock 4 Landside Material Handling System
PROJECT NO. 25-047A
SERVICE ORDER NO. 3
COMMENCEMENT DATE: May 20, 2025

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and Lloyd Engineering, 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. 23-02 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:

This Project generally includes civil and electrical engineering, programmable logic controller (PLC) and human machine interface (HMI) programming, and construction management services in support of the Bulk Dock 4 Equipment project.

2. Services of Engineer (Scope of Services)

A. The specific Basic Services to be provided or furnished by Engineer under this Service Order are set forth in "Part 1 - Basic Services" of **Exhibit A**, "Standard Language for *Engineer's Services*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

B. The specific Support Services to be provided or furnished by Engineer under this Service Order are set forth in "Part 2 - Support Services" of **Exhibit A**, "Standard Language for *Engineer's Services*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

C. Engineering-based documents submitted under this Service Order shall include the responsible Engineer's identification and release note on documents submitted for interim review and the Engineer's seal on final documents. This includes bound or unbound engineering-based reports, studies, master plans, design basis, criteria, and calculations, quantity estimates, cost opinions, drawings, technical specifications, addendums, change orders, and any other engineering-based document on which the

PCCA will rely on for significant decisions, planning, and/or construction. If there is more than one responsible engineer, the respective responsibilities must be noted accordingly.

3. PCCA's Responsibilities

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

4. Project Contract Schedule

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

ACTION	ALLOTTED CAL. DAYS	DUE ON OR BEFORE
PCCA Commencement Date	-	6/1/2025
• **Engineer – 60% Design Submittal**	90	8/30/2025
PCCA Team Review	14	9/13/2025
• **Engineer – 90% Design Submittal**	60	11/12/2025
PCCA Team Review	14	11/26/2025
• **Engineer – Unsealed Design Documents to PCCA Project Manager**	14	12/10/2025
PCCA Team Review	7	12/17/2025
• **Engineer – Final Sealed Documents Submittal**	7	12/24/2025

This Service Order will expire on December 31, 2028.

Should the PCCA commencement date change or the PCCA not return review comments and/or instructions in the time listed in the schedule, the Contract schedule for subsequent items will be extended by the same number of days with no further recourse by the Engineer against PCCA. Should PCCA return comments and/or instructions in less than the allotted days listed in the schedule, the remaining due dates will be moved up accordingly with no further recourse by the Engineer against PCCA, and in this case the Engineer's allotted days for subsequent items will not be extended by the same number of days unless specifically authorized by PCCA.

5. Method of Compensation

PCCA shall pay Engineer for services rendered under this Service Order using the Standard Hourly Rates plus Reimbursable Expenses with a Ceiling Price.

The Ceiling Price for this Service Order is $597,910.

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

Description of Service	Not to Exceed Amount
BASIC SERVICES:	
Preliminary Design Phase – *Not included in this Service Order*	$ 0.00
Final Design Phase	$ 94,375.00
Bid Phase	$ 25,158.00
Construction Phase	$ 323,787.00
Subtotal, Basic Services	**$ 626,343.00**
SUPPORT SERVICES:	
PLC and HMI Programming	$ 154,590.00
Subtotal, Support Services	**$ 154,590.00**
SUMMARY OF FEES:	
Basic Services Fee	$ 626,343.00
Support Services Fee	$ 154,590.00
TOTAL CONTRACT NOT TO EXCEED FEE AMOUNT	**$ 597,910.00**

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:

- InterMat LLC
- Hanson Professional Services Inc.
- Terracon Consultants, Inc.

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

Not Applicable.

8. Insurance Requirements:

Engineer shall maintain the following additional insurance coverage described in Section 11.02 of the Agreement for as long as Engineer is providing services under this Service Order.

9. Exhibits or Attachments to this Service Order:

Exhibit A – Engineer's Services

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

Not Applicable.

11. 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.

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: Kent Britton

Title: Chief Executive Officer

Date Signed: _____

Address for giving notice:
Attention: Director of Engineering Services
400 Harbor Drive
Corpus Christi, Texas 78401

Natasha Fudge, P.E.

Title: Director of Engineering Services

Phone Number: (361) 885-6686

Email: natasha@pocca.com

Engineer:

Lloyd Engineering, Inc.

By: _____

Name: Kevin Matakis P.E.

Title: Vice President of Engineering

Date Signed: _____

Address for giving notice:
6565 West Loop South
Suite 708
Bellaire, Texas 77401

Jacob Wiginton P.E.

Title: Project Manager

Phone Number: (361) 445-2639

Email: jwiginton@lloydeng.com

PCCA's Project Manager:

Amelie Arvin, EIT

Title: Project Engineer

Phone Number: (361) 885-6650

Email: aarvin@pocca.com

EXHIBIT A

ENGINEER'S SCOPE OF SERVICES

PART 1 - BASIC SERVICES

A1.01 Preliminary Design Phase

Not included in this Service Order.

A1.02 Final Design Phase

A. Engineer shall:

1. Update and finalize Issued for Construction (IFC) Design drawings to accommodate the final layout and loads provided by the equipment supplier (Bruks / Siwertell).

2. Prepare applicable final design calculations, Drawings, and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by the Construction Contractor.

3. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

4. Construction Drawings (and other drawings such as Survey Drawings and Record Drawings) are to be prepared using a contemporary (less than 5 years old) version of AutoCAD (Civil 3D required for Civil discipline). CAD files are to include all constituent components. All data shortcuts such as 'DREF' data links generated in Civil 3D shall be validated. An equivalency table shall be provided for all abbreviated point descriptions. All used point groups, surfaces, corridor models, alignments, assemblies, break lines, etc. shall be validated and rebuilt to confirm no errors exist prior to submittal to the PCCA. External references shall be validated to confirm broken or circular references are not present. Include all project external reference CAD files in the appropriate coordinate system with submittal as independent files. Prior to submittals, utilize 'etransmit' to confirm inclusion of ctb., fonts, XREF, etc. and to preserve the file directory structure. If used, the project .dst Sheet Set Manager template file is to be provided with the submittal(s). The CAD files shall be provided with the final sealed submittal, with the completed Record Drawings, and at any other time during the Final Design Phase upon request from PCCA.

5. In accordance with the Contract Schedule, furnish for review by PCCA an unsealed prefinal PDF version of the prefinal Drawings and Specifications, assembled drafts of other Construction Contract Documents, draft bidding related documents (or requests for proposals or other construction procurement documents), and any other

prefinal draft documents and review them with the PCCA. Engineer shall provide written responses to PCCA's comments from the 90% review and confirm in writing that PCCA's comments and any outstanding items have been addressed or resolved in the prefinal documents. The unsealed prefinal documents shall be essentially complete.

6. Within the time required by the Contract Schedule, PCCA will provide Engineer with any comments regarding the furnished prefinal items, and any instructions for revisions for the final documents that are to be sealed by a Registered Professional Engineer licensed to practice in the State of Texas. The Drawings and Specifications shall not be sealed prior to receipt of confirmation from the PCCA that they have been reviewed and are acceptable for finalizing.

7. In accordance with the Contract Schedule and upon receipt of PCCA's comments on the unsealed prefinal documents, revise the Drawings and Specifications, assembled drafts of other Construction Contract Documents, the bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with instructions from the PCCA, as appropriate, and submit the required electronic files of sealed final documents to PCCA. Deliverables for the sealed final documents include:

    a. Completed Design Submittal Package Transmittal form to document the deliverables contained in the final, sealed submittal.

    b. Completed Consultant Design Submittal Summary form.

    c. OPCC in the format of the Bid Breakdown (PDF and Excel).

    d. Sealed Drawings for bid issue (PDF). Flatten and size for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

    e. Bound CAD files in contemporary AutoCAD version (less than five years old) to match the sealed PDF Drawings.

    f. Technical Specifications and sealed Table of Contents (Word and PDF with bookmarked Sections) in required PCCA format.

    g. Reference documents such as a Geotechnical Report, related historical record drawings, utility records, or USACE Permit (if applicable and not previously submitted).

    h. Written responses to PCCA review comments (if any) on the prefinal documents, indicating the actions that have been taken to address the comments and confirming that all comments have been addressed in the sealed documents or resolved with the PCCA Project Manager prior to sealing.

B. Engineer shall conduct an internal quality control review of all Final Design Phase

deliverables for reasonable accuracy, completeness, clarity, and constructability prior to submitting to PCCA for review. The Consultant's review shall be conducted by senior level professionals with appropriate experience for each discipline of work. Submittals deemed not suitable for distribution or issue due to lack of information, lack of clarity, or significant errors or conflicts will be returned to Consultant for a revised submittal at no added cost to PCCA or extension to the overall Project schedule. The general basis of a re-submittal request will be provided with the return, but a detailed review will not be conducted on an incomplete submittal.

C. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to PCCA the final signed and sealed Drawings and Specifications, design calculations, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables to the satisfaction of PCCA, including a copy of final AutoCAD drawings, applicable Word and bookmarked PDF files, and written confirmation that all PCCA comments have been addressed or resolved.

A1.03 Bidding or Proposal Negotiating Phase

A. Engineer shall provide up to engineering services toward the following Bidding or Proposal Negotiating Phase services. Engineer shall:

1. Attend pre-bid conference and provide a presentation of the technical aspect of the project as requested by the PCCA.

2. Prepare Addenda information as appropriate, and as requested by PCCA, to clarify, correct, or change the issued documents.

3. Assist PCCA in evaluating bids or proposals.

4. Provide information or technical assistance as requested by PCCA during any review of bids or proposals, or negotiations with prospective construction contractors.

5. Consult with PCCA as to the qualifications and experience of prospective contractors.

6. Consult with PCCA as to the qualifications and experience of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

7. Evaluate and provide a recommendation on the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.

B. Within five business days of the bid opening, Engineer shall prepare and submit a PDF

of the conformed drawings incorporating the addenda issued during the Bid Phase. The phrase 'CONFORMED DRAWING' with the date shall be added adjacent to the Engineer's seal on the Cover Sheet, and the title block of each modified sheet (i.e., each addenda sheet) shall be marked 'Conformed Drawing' and shall be sealed by a registered Professional Engineer licensed to practice in the State of Texas. The addenda issued information shall remain intact. The conformed drawings shall not be otherwise altered from the bid and addenda issues.

C. The Bidding or Proposal Negotiating Phase will be considered complete upon award of construction contract, or upon written notice of completion from PCCA in the event a construction contract is not awarded.

A1.04 Construction Phase

A. To support general construction administration (not to be interpreted as Project Representative), the Engineer shall provide following Construction Phase services:

1. Conduct weekly coordination meetings between all project stakeholders including but not limited to PCCA, Savage, WATCO, 3rd party construction inspectors, contractors (both prime and sub) and engineering firms.

2. Conduct monthly site visits or as required to verify the conformance of the work to the contract documents. PCCA will have an independent 3rd party construction inspection firm onsite daily. LEI assumes nineteen site visits are needed for this project.

3. Review submittals, answer questions and assist the PCCA with project coordination, integration and review of the design and supply of equipment and deliverables for the following Suppliers and Contractors:

   a. BRUKS/Siwertell (Conveyor System)

   b. Reynolds (Electrical Equipment)

   c. Materials Handling System Erection Contractor (to be defined)

   d. Electrical Contractor (to be defined)

   e. Foundation Contractor (to be defined)

4. Perform the Following Site Visits

   a. Attend kick-off meeting at the PCCA for the Landside Construction Package. The kick-off is assumed to include the foundations package and electrical package by InterMat. Assumes two (2) persons, one day on site, one flying, and one from Houston. Additional persons will participate remotely.

b. Attend kick-off meeting at the PCCA for the Conveyor System Erection Contract. Assumes two (2) persons from Houston. Others will participate remotely.

c. Two (2) site visits during construction of the Foundations. Assumes one person from Houston each visit.

d. Two (2) shop visits to a Houston-area fabrication shop to review conveyor fabrication progress. Assumes one person from Houston each visit and Bruks will fabricate in the Houston Area.

e. Two (2) site visits during erection of the Bruks conveyor system. Assumes one person from Houston each visit.

f. Five (5) site visits during electrical construction due to the amount of retrofit and new work being performed. Assumes two flying and three from the Houston area.

g. Perform Electrical Wiring Checkout site visit and a Punch List walkthrough. Assumes two (2) persons, four days on site, both flying.

h. Perform BRUKS Conveyor System Punch List walkthrough. Assumes two (3) persons, one to two days on site, both from the Houston area.

5. Selection of Independent Testing Laboratory: Assist PCCA in the selection of an independent testing laboratory to perform the testing services identified in the contract documents.

6. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.

7. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. Baselines and Benchmarks: As appropriate, establish construction baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

   a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep PCCA informed of the progress of the Work.

b. The purpose of Engineer's visits to the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for PCCA a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. Defective Work: Recommend rejection of Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to PCCA regarding whether Contractor should correct such Work or remove and replace such Work, or whether PCCA should consider accepting such Work as provided in the Construction Contract Documents.

11. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform PCCA of such incompatibility, and provide recommendations for addressing such Work.

12. Clarifications and Interpretations: Respond to questions concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation - RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted to PCCA.

13. Change Orders and Work Change Directives: Review and provide recommendation(s) for action to the PCCA regarding Change Orders and Work Change Directives, as appropriate. Prepare related drawing revisions if requested by PCCA.

14. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities,

and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for PCCA's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

15. Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

16. Substitutes and "or-equal": Evaluate and provide a recommendation on the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

17. Inspections and Tests:

    a. Review certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. Pursuant to the terms of the Construction Contract, recommend additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

18. Change Proposals, Value Engineering Proposals, and Claims: Review duly submitted Construction Contractor's request for Change Proposal (Contractor's proposal for a Change Order) or Contractor's Value Engineering Proposal, and within 30 calendar days after receipt of the Contractor's supporting data, provide recommendation to either deny the Change Proposal or Value Engineering Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to PCCA and Contractor. If the Change Proposal or Value Engineering Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties of such. Provide information or data to PCCA regarding engineering or technical matters pertaining to Claims.

19. Applications for Payment: Review Contractor's applications for payment and provide PCCA with a recommendation to pay, partially pay, or request a revised pay application.

20. Contractor's Completion Documents: Review maintenance and operating instructions, schedules, guarantees, certificates of inspection, tests and approvals, and Submittals, Shop Drawings, Samples, and other data submitted by Contractor. Review Contractor's redline drawings and as-built records and prepare and submit Record Drawings to PCCA as further described below.

21. Substantial Completion: In company with PCCA and Contractor, visit the Site to review the Work and determine if there are any apparent defects or if Project is substantially complete. Follow the procedures in the Construction Contract regarding development of defects or punch list and submit to PCCA recommendations for replacement or correction of defective work, if any, and punch list items to be completed. Assist PCCA regarding any remaining engineering or technical matters affecting PCCA's use or occupancy of the Work following Substantial Completion.

22. Final Notice of Acceptability of the Work: Conduct a final visit to the Project site to determine if the Work, including punch list items, is complete and acceptable for the Engineer to recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to PCCA in the form attached to the Agreement as **Exhibit E** ("**Notice of Acceptability of Work**") that the Work is acceptable.

B. Record Drawings: Prepare Record Drawings from Contractor's as-built records (Contractor's red-line markups) and furnish the digital Record Drawings to PCCA in PDF and with bound AutoCAD files (Civil 3D required for Civil discipline) to match the PDF within 30 calendar days of receipt of Contractor's as-builts. Supplement Record Drawings with information regarding the completed Project, site, and immediately adjacent areas if obtained by Engineer from field observations, PCCA, utility companies, and other reliable sources. The Record Drawings shall:

1. identify the original engineer, license number, and seal date;

2. identify the firm, firm number, and location of the original sealed drawings;

3. identify the change(s) and revised alignments of existing and proposed features;

4. include a note on each sheet in place of the original seal with information on the original seal and seal date;

5. be identified as such in a note on each sheet; and

6. be prepared using a contemporary (less than five years old) version of AutoCAD. CAD files shall be in accordance with the CAD file requirements described above for the Construction Drawings.

PART 2 – SUPPORT SERVICES

A2.01 Support Services Required to be Listed in the Contract

A. **PLC and HMI Programming and Commissioning.** Engineer Shall:

1. Attend a virtual kick-off meeting to review the general scope of work, objectives, and key elements of the Project, including anticipated budget and schedule.

2. Advise PCCA of any need for PCCA to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information.

3. Prepare PLC and HMI programs according to the 60% Control Narrative and Drawings and provide Commissioning Services.

    - Phase 1

        - Programming and Commissioning of ER5N for the new conveyors CB10, CB11, CB12, CB13, updated CB7 and Moving Head relocated Dozer Trap 1 and 2.

        - Programming and Commissioning of ER1for the existing conveyors CB1, CB4, CB5, CB8, Rail Dump, and interface to existing Shiploader. The PLC currently used to operate CB1, CB21, CB3, CB4, CB5, CB7, and CB8 will be removed and replaced with a new I/O rack in ER1 connected to the new PLC in ER5N.

4. Below is a summary of programming tasks and milestones.

    a. PLC logic and Screens will be developed to operate the New conveyors, gates, diverters, sump pumps, magnetic separators, vibrators, interface to major equipment and other miscellaneous equipment.

    b. Develop Mode control logic for each motor and actuator.

        - Hand-Off-Auto – Local control.

    c. Develop Alarm logic and history screen for all new equipment alarms.

    d. Develop HMI faceplates for each motor and actuator that will allow mode selection, start/stop control, alarm status, ETM, permissive and interlock status.

    e. Sequential control logic and status screens for the following sequences.

        - Phase 1

            - Storage yard (CB1, DZT1, or DZT2) to Existing Shiploader.

            - Rail to Ship.

f. Security/login faceplate and control.

g. HMI Process Trend Screen.

h. HMI Command, Event and Alarm history Screen.

5. Coordinate with owner during PLC and HMI development.

6. Program Historian to integrate with new PLC and HMI system.

7. Provide PLC interface programming for the Existing Shiploader.

8. Configure and program Stratix ethernet Fiber optic network Switches in ER5N, ER6, ER1.

9. Programming of new historian located in ER5N to interface with the PLC and HMI programs to log process data, Alarm Data, Event and Command data.

   a. Alarm history.

   b. Command and Event history.

   c. Create reports and searches to allow viewing time ranges for troubleshooting.

   d. Process data history and trends.

10. Simulation of the PLC and HMI program to verify proper operation.

11. Development of Factory Acceptance Test Sign off document that identifies all functions and features to be tested.

12. Factory Acceptance Test of the PLC and HMI logic with client participation at InterMat offices or via Teams meeting.

13. Development of Commissioning Sign off document that identifies all functions and features to be tested.

14. Provide manpower to commission PLC and HMI system. It is expected that contractor wiring of field devices and control panels is accurate and has been verified and tested prior to InterMat arrival to site.

15. InterMat Shall perform the following Commissioning efforts after the new equipment is installed in phase 1 for ER5N (CB7, Moving Head, CB10, CB11, CB12, DZT1 and DZT2 interface) and ER1 (CB1, CB4, CB5, CB8, Rail Dump, Shiploader interface).

    a. Two week of site time with 2 programmers to verify the installation wiring and function of new equipment and devices for ER5N.

b. Two weeks of site time with 2 programmers to verify the installation wiring and function of new equipment and devices for ER1.

c. One, two week site visit with 1 programmer to perform wet commissioning with product.

16. Project Management Services associated with the above tasks.

17. Approximately 2 design review meetings.

B. Engineer shall conduct an internal quality control review of the PLC and HMI programming deliverables for reasonable accuracy, completeness, clarity, and constructability prior to submitting to PCCA for review. The Consultant's review shall be conducted by senior level professionals with appropriate experience for each discipline of work.

C. Deliverables for the PLC and package include:

1. Completed PLC and HMI programs.

2. Updated Control Narrative.

3. FAT and Commissioning Sign-Off Document.

4. Native CAD files in AutoCAD format.

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of May 20, 2025

DATE: May 20, 2025

TO: Port Commission

FROM: Leslie D. Ruta
leslie@pocca.com
(361) 885-6631

Authorize staff to apply to the United States Department of Transportation (USDOT) Maritime Administration (MARAD) Port Infrastructure Development Program (PIDP) for Bulk Dock 4 Waterside Infrastructure, totaling $61M (Federal share $48.8M, PCCA share $12.2M).

SUMMARY: Staff seeks Commission authorization to apply for **$48.8M** through the United States Department of Transportation (USDOT) Maritime Administration (MARAD) Port Infrastructure Development Program (PIDP) for **Bulk Dock 4 - Waterside Infrastructure**, per the proposed cost share detailed in Table 1**,** as part of the Bulk Materials Terminal Facility Improvements project (included in TxDOT's 2024-2025 Port Mission Plan).

Activity Description	PIDP (80%)	PCCA (20%)	Total (100%)
Waterside - Dock Structure	$31.2M	$7.8M	$39.0M
Waterside - Dredging	$17.6M	$4.4M	$22.0M
Totals	**$48.8M**	**$12.2M**	**$61.0M**

Table 1: Proposed Cost Share

This project aligns with FY2025 PIDP selection criteria; up to $500M is available for the FY2025 round of funding. USDOT requires a minimum non-federal match of 20%. Funds are awarded on a reimbursement basis.

BACKGROUND: MARAD is soliciting applications under its FY2025 PIDP for projects that improve the safety, efficiency, or reliability of the movement of goods through ports and intermodal connections to ports while enhancing regional and national **economic competitiveness and opportunity**.

On September 28, 2023, the Texas Transportation Commission approved $20.8M from TxDOT's Maritime Infrastructure Program (MIP) for two (equipment and landside improvements) of three elements of the Bulk Materials Terminal Facility Improvements

project. As detailed in TxDOT's 2024-2025 Port Mission Plan, the total cost estimate for all three elements total $111.3M:

Project Element	Estimated Cost
Equipment	$14.8M
Landside Improvements	$35.5M
Waterside Infrastructure	$61.0M
Total	**$111.3M**

Table 2: Components of Proposed Bulk Materials Terminal Facility Improvements

The third and currently unfunded element of the scope of improvements—**waterside infrastructure**—is very appropriate fodder for the FY2025 PIDP opportunity.

The PIDP project scope includes construction of waterside facilities required for the new import/export facility, including a pile supported marginal wharf and substantial dredging activities required to create a new slip. The project's benefits align with PIDP's priorities of capacity expansion, increased operational efficiency, and modernization of infrastructure. The project will increase capacity by 4M tons annually, create scalability for larger vessels, and create new economic opportunities with the new purpose-built dock. This new docking structure will leverage the new equipment, conveyance improvements, and landside infrastructure upgrades funded by TxDOT.

ALTERNATIVES: Continue with the status quo; however, the existing dock is limited in the size of vessels it can accommodate and would not fully utilize the new equipment and landside improvements realized through TxDOT funding. The current infrastructure does not realize the full benefit of the new Channel depth and is at the end of its design life.

CONFORMITY TO PORT POLICY: This project conforms to Strategic Goal #5 (Fund Our Vision).

EMERGENCY: Time-sensitive, as grant applications must be submitted on **September 10, 2025**.

FINANCIAL IMPACT: Delivery of grant funds is on a reimbursement basis, necessitating temporary capital outlay of full project costs by PCCA beginning in Q3-2026 and into Q2-2028, depending on award notifications/negotiations. Reimbursements are requested against paid invoices on a quarterly basis throughout the execution of the project. The proposed 20% match translates to a non-reimbursable commitment of $12.2M by PCCA. USDOT seeks to obligate FY2025 PIDP funds by September 30, 2029.

STAFF RECOMMENDATION: Staff recommends Commission authorization to apply for $48.8M through the United States Department of Transportation (USDOT) Port Infrastructure Development Program (PIDP) for the New Bulk Dock Waterside Infrastructure project. Furthermore, staff recommends the Port Commission authorize the CEO to execute a grant acceptance agreement should the grant be awarded.

DEPARTMENTAL CLEARANCES:

Originating Department	Planning
Reviewed & Approved	Jeffrey Pollack
Legal Reviewed by	N/A
Executive Staff	Kent Britton

DATE:	May 20, 2025
TO:	Port Commission
FROM:	Natasha Fudge, P.E. Director of Engineering Services
ANTICIPATED STAFF PRESENTER:	Amelie Arvin, EIT Project Engineer

Approve Master Services Agreement No. 25-06 and the following service orders with InterMat LLC for engineering services associated with Bulk Materials Terminal conveyance and materials handling project components, which include:

1) **Service Order No. 1 in the amount of $1,108,026 for the Bulk Materials Terminal New Rail Dump Project**
2) **Service Order No. 3 in the amount of $322,235 for the Bulk Materials Terminal CB 1 and New Transfer Station Project**
3) **Service Order No. 4 in the amount of $458,360 for the Bulk Materials Terminal New Conveyance Equipment Project**
4) **Service Order No. 5 in the amount of $663,060 for the Bulk Dock 2 Shiploader and Conveyance Repairs**

SUMMARY: Staff requests approval of Master Services Agreement No. 25-06 and the following service orders with InterMat LLC for engineering services associated with Bulk Materials Terminal conveyance and materials handling project components, which include: 1) Service Order No. 1 in the amount of $1,108,026 for the Bulk Materials Terminal New Rail Dump Project; 2) Service Order No. 3 in the amount of $322,235 for the Bulk Materials Terminal CB 1 and New Transfer Station Project; 3) Service Order No. 4 in the amount of $458,360 for the Bulk Materials Terminal New Conveyance Equipment Project; and 4) Service Order No. 5 in the amount of $663,060 for the Bulk Dock 2 Shiploader and Conveyance Repair Project.

BACKGROUND: Over the past several years, the PCCA has undertaken a series of initiatives aimed at enhancing the Bulk Materials Terminal (BMT), which is located on the north side of the Inner Harbor. As the port's primary facility for the import and export of dry bulk materials, BMT plays a critical role in supporting key regional industries and facilitating international trade. Originally constructed in the 1950s, the terminal has seen incremental improvements over the decades. However, due to its age, the nature of the commodities handled, and evolving industry standards, continued investment is necessary to ensure the terminal remains efficient and competitive.

Given the strategic importance of BMT to the PCCA's industrial partners and the broader economic region, investments are not only essential for maintaining current service levels but also for enabling future terminal growth.

In 2024, BMT served approximately nine customers, handling five different dry bulk products. Among these, petroleum coke (pet-coke) and sulfur are the most prominent, both byproducts

of local refining operations. The proposed improvements directly support the safe and efficient handling of these materials, enhancing service quality for our customers and reinforcing PCCA's commitment to operational excellence.

Staff solicited a Request for Qualifications for engineering services for various projects on November 15 2024, including for bulk/general cargo handling facilities and equipment, such as these projects. A PCCA evaluation group selected InterMat LLC (InterMat) as the most qualified firm for this effort.

Details for four separate engineering service orders are included below; each service order will be for providing full design, bid, and technical assistance during construction and commissioning.

Service Order No. 1 – Bulk Materials Terminal New Rail Dump

A new rail unloading system will substantially increase dry bulk material tonnage throughput via rail service allowing for 2500 TPH. Additionally, it will minimize material handling, reduce distance and conveyance to reasonable stockpile locations, and provide redundancy of material handling via rail. After fully designed, this initiative will be shelved until a customer or business case is solidified.

Primary design components of a new rail unloading system are: an underground concrete vault (approximately 60' x 30' x 30' deep vault and 200' of tunnels), with design of earthwork, cofferdam, walers, struts, de-watering for construction; new trolly for new shakers; sump pit and pumps; dump vault foundation for a new pre-engineered covered shelter; existing track modifications including rail turnouts; an E-house, electrical power, control systems and programming; and modifications to new and existing transfer conveyors and transfer stations.

Staff negotiated a service order in the amount of $1,108,026 for this effort.

Service Order No. 3 – CB-1 and New Transfer Station

The existing Conveyor Belt 1 (CB-1) is in poor condition and requires replacement to maintain operation viability and business continuity for sulfur exports. Moreover, in an effort to modernize BMT operations, the existing CB-1 will be redesigned and improved to increase operational efficiency from handling 1500 tons per hour (tph) to 2500 tph to match the new conveyor belts that are being installed in a separate project.

The primary design components in this project are the following: a new conveyance system with foundations; new Transfer Station TS-1 with foundations; and electrical power, control systems, and programming.

Staff negotiated a service order amount in the amount of $322,235 accordingly.

Service Order No. 4 – New Conveyance and Equipment

To complement the future existing rail dump rehabilitation effort and to maximize the benefit of that effort, it is advantageous to add new conveyance and equipment. The new conveyance and equipment will increase throughput, reduce overall area truck traffic, and optimize

operation efficiencies.

The primary design components in this project are the following: new Conveyor Belt CB-20, and CB-21; new Transfer Station TS-20 and rehabilitation TS-4; new Slewing Stacker SS-01 with foundations; and electrical power, control systems and programming.

Staff negotiated a service order in the amount of $458,360 accordingly.

Service Order No. 5 – Bulk Dock 2 Shiploader and Conveyance Repair

This effort is to refine the electrical scope of work for the shiploader repairs project, which will include replacements of major electrical equipment, components, conduit, and wiring. During recent intermittent repairs, it became evident that merely repairing electrical systems was no longer sufficient due to the severely deteriorated condition of the electrical system and associated equipment. The existing condition of the electrical system can be attributed to the age of the shiploader (commissioned in 1984), the corrosive marine environment in which it operates, and the highly corrosive nature of the product handled, as well as the increased product throughput in 2024 and 2025.

The primary design components in this project are the following: all new electrical wiring of the existing shiploader; new prefabricated electrical room for the existing shiploader; and a new control system for the shiploader.

Staff negotiated a service order in the amount of $663,060 accordingly.

Although this will be InterMat's first time working directly with the PCCA, they have worked on numerous Bulk Materials Terminal projects as a subconsultant to Lloyd Engineering, Inc. InterMat is a nationally recognized firm that has a full range of expertise in the planning and development, engineering, design, and implementation of marine terminal material handling systems, and extensive experience in the inspection and repair/retrofitting of bulk and general cargo equipment, as well as the procurement of this equipment. Their headquarters is located in Metairie, LA, with key satellite offices in Houston, TX, San Diego, CA, and Columbus, OH.

ALTERNATIVES: None.

CONFORMITY TO PORT POLICY: This project is in alignment with the mission of the Port. The project conforms to the PCCA's Strategic Plan 2026 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

EMERGENCY: No.

FINANCIAL IMPACT: These projects were not included in this year's budget.

STAFF RECOMMENDATION: Staff recommends the approval of Master Services Agreement No. 25-06 and the following service orders with InterMat LLC for engineering services associated with Bulk Materials Terminal conveyance and materials handling project components, which include: 1) Service Order No. 1 in the amount of $1,108,026 for the Bulk Materials Terminal New Rail Dump Project; 2) Service Order No. 3 in the amount of $322,235

for the Bulk Materials Terminal CB 1 and New Transfer Station Project; 3) Service Order No. 4 in the amount of $458,360 for the Bulk Materials Terminal New Conveyance Equipment Project; and 4) Service Order No. 5 in the amount of $663,060 for the Bulk Dock 2 Shiploader and Conveyance Repair Project.

DEPARTMENTAL CLEARANCES:

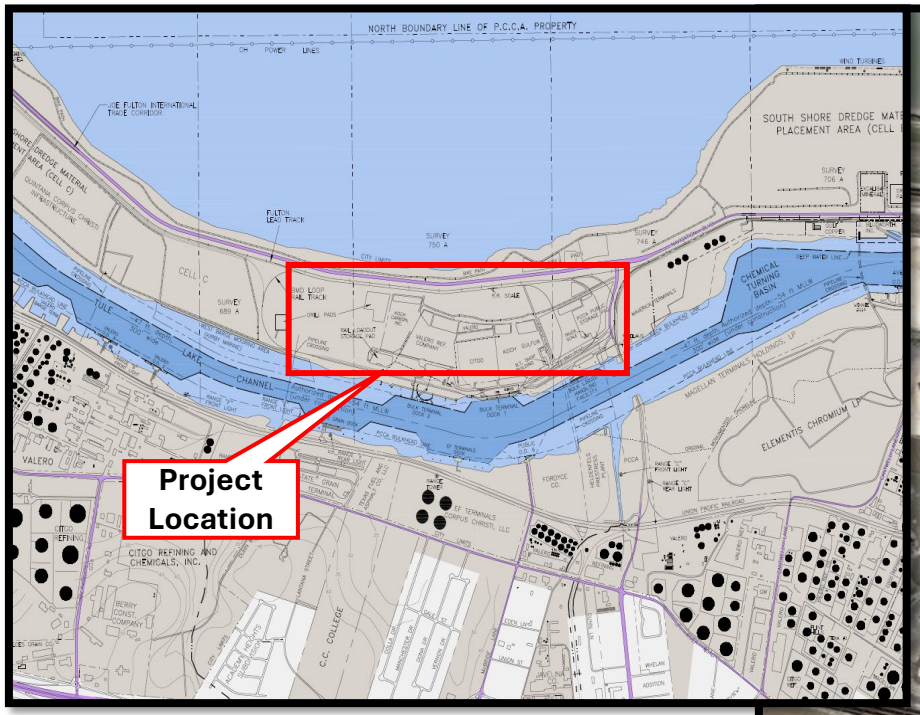
Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Sonya Lopez-Sosa
	Jacob Morales
	Amelie Arvin
Legal	Standard Master Services Agreement and Service Order
Executive Staff	Kyle Hogan
	Kent Britton

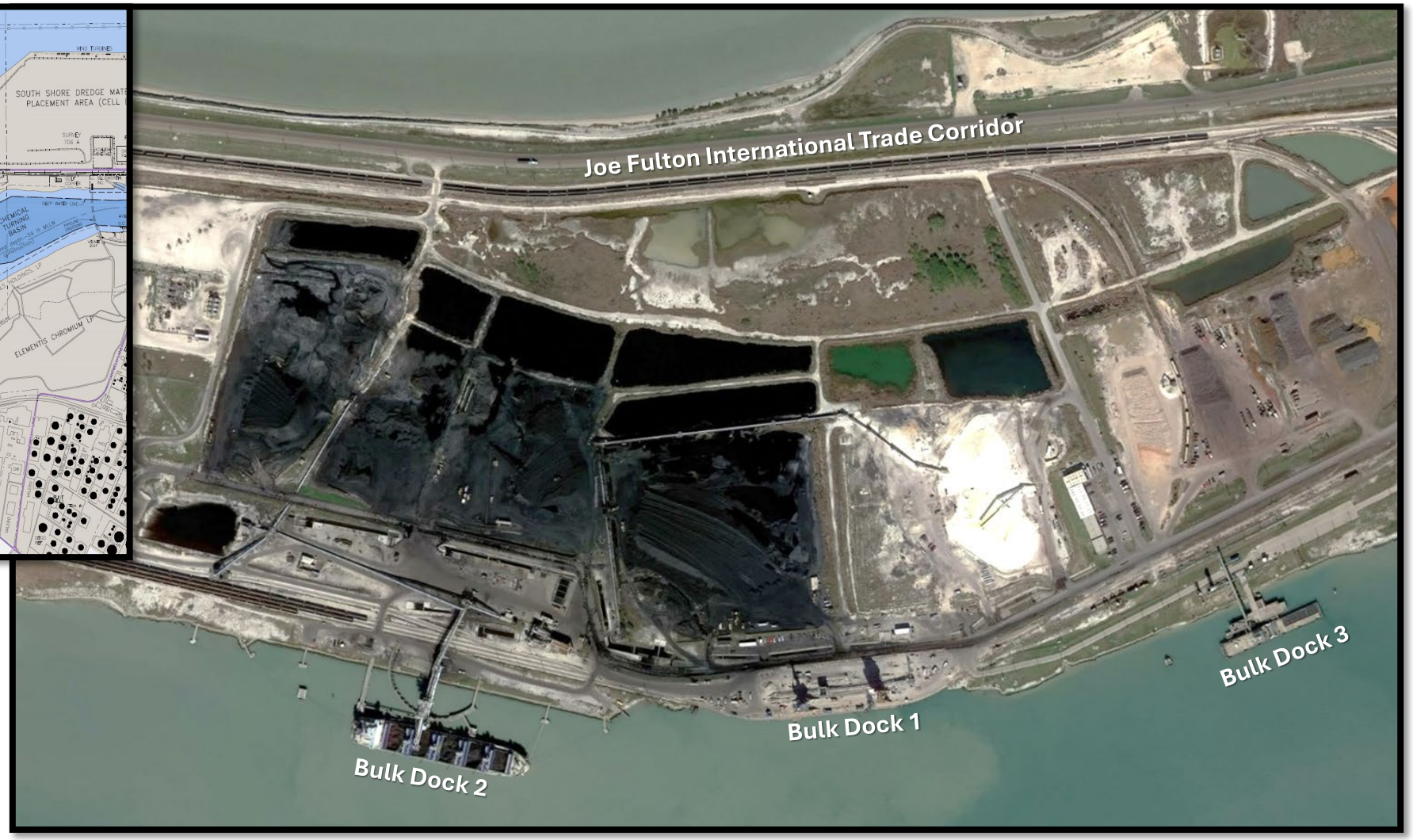
LIST OF SUPPORTING DOCUMENTS:

Exhibit
Master Services Agreement No. 25-06
Service Order No. 1
Service Order No. 3
Service Order No. 4
Service Order No. 5

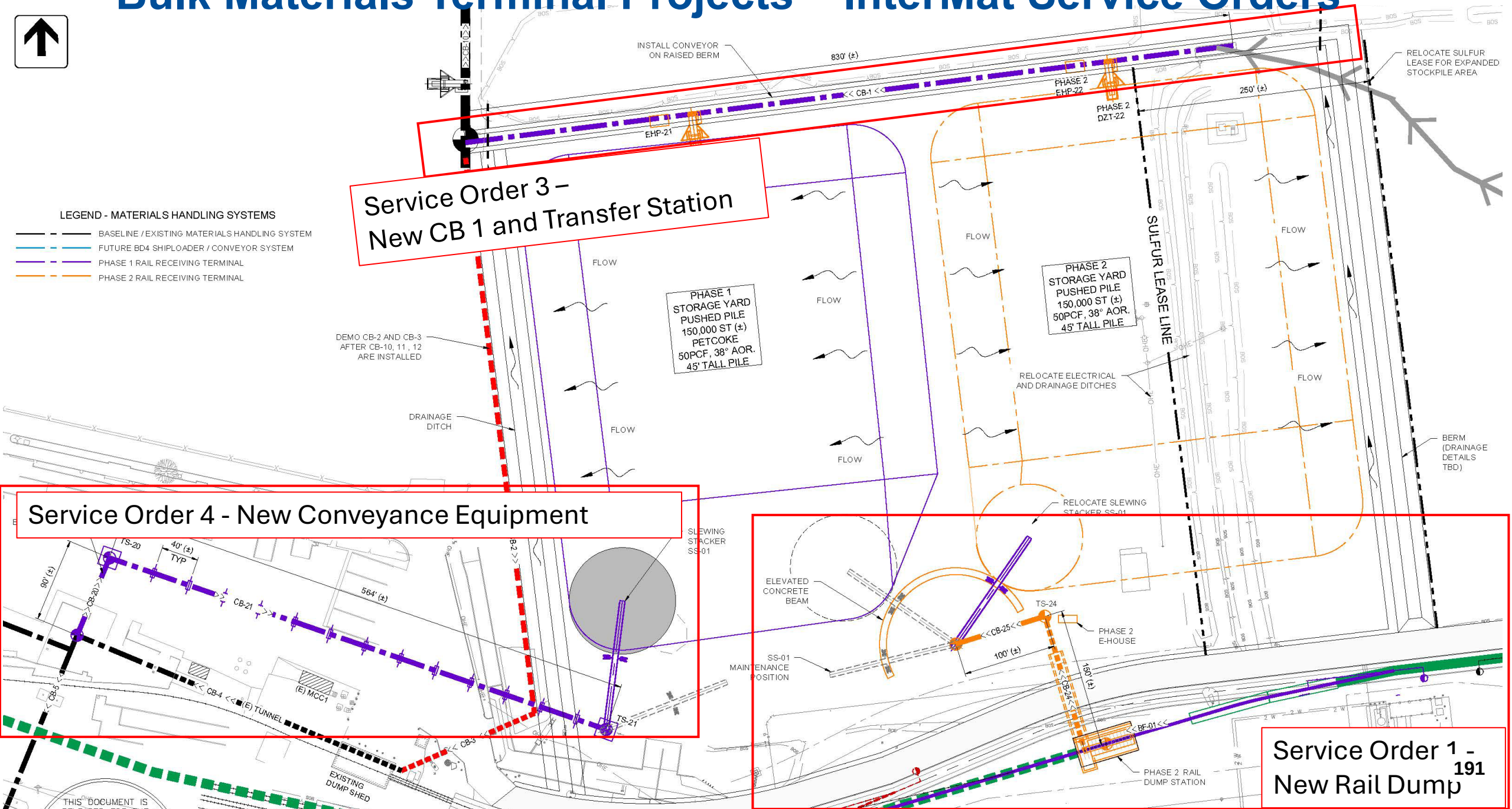
Bulk Materials Terminal Projects – InterMat Service Orders

Project Location





Bulk Materials Terminal Projects – InterMat Service Orders



SERVICE ORDER
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 25-06

PROJECT NAME: Bulk Materials Terminal New Rail Dump
PROJECT NO. 25-031A
SERVICE ORDER NO. 1
COMMENCEMENT DATE: May 20, 2025

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and InterMat LLC ("**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. **25-06** 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 Project described below.

1. Description of Project:

This Project generally includes a new Railcar Unloading System ("RUS") at the Bulk Materials Terminal as described in the recently completed study, New Bulk Dock Rail Receiving Facility Concept Design (the "Study"), Document No. 236.05_TRP-02, prepared by InterMat LLC (Engineer).

2. Services of Engineer (Scope of Services)

A. The specific Basic Services to be provided or furnished by Engineer under this Service Order are set forth in "Part 1 - Basic Services" of **Exhibit A**, "Standard Language for *Engineer's Services*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

B. The specific Support Services to be provided or furnished by Engineer under this Service Order are set forth in "Part 2 - Support Services" of **Exhibit A**, "Standard Language for *Engineer's Services*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

C. Engineering-based documents submitted under this Service Order shall include the responsible Engineer's identification and release note on documents submitted for interim review and the Engineer's seal on final documents. This includes bound or unbound engineering-based reports, studies, master plans, design basis, criteria, and calculations, quantity estimates, cost opinions, drawings, technical specifications, addendums, change orders, and any other engineering-based document on which the

PCCA will rely on for significant decisions, planning, and/or construction. If there is more than one responsible engineer, the respective responsibilities must be noted accordingly.

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:

ACTION	ALLOTTED CAL. DAYS	DUE ON OR BEFORE
PCCA Commencement Date	-	5/21/2025
• **Engineer – Preliminary Report Submittal**	**86**	**8/15/2025**
PCCA Team Review	21	9/5/2025
• **Engineer - 60% Design Submittal**	**56**	**10/31/2025**
PCCA Team Review	21	11/21/2025
• **Engineer - 90% Design Submittal**	**42**	**1/2/2026**
PCCA Team Review	21	1/23/2026
• **Engineer - Unsealed Design Documents To Pm**	**14**	**2/6/2026**
PCCA Team Review	10	2/16/2026
• **Engineer - Final Sealed Documents Submittal**	**7**	**2/23/2026**

This Service Order will expire on December 30, 2028.

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

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.

The Ceiling Price for this Service Order is $1,108,026.00.

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

SERVICE	NOT TO EXCEED AMOUNT
BASIC SERVICES:	
Preliminary Design Phase	$ 144,765.00
Final Design Phase	$ 564,865.00
Bid Phase	$ 68,450.00
Construction Phase	$ 238,120.00
Subtotal, Basic Services	**$ 1,016,200.00**
SUPPORT SERVICES:	
Commissioning	$ 51,800.00
Geotechnical Investigation	$ 40,026.00
Subtotal, Support Services	$ **91,862.00**
SUMMARY OF FEES:	
Basic Services Fee	**$ 1,016,200.00**
Support Services Fee	$ **91,862.00**
TOTAL CONTRACT NOT TO EXCEED FEE AMOUNT	**$ 1,108,026.00**

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

6. **Consultants/Subconsultants retained or that will be retained as of the Commencement Date of the Service Order:** Not Applicable.

7. **Other Modifications to the Agreement or the Exhibits to the Agreement:** Not Applicable.

8. **Insurance Requirements:**

   Engineer shall maintain the insurance coverage described in Section 11.02 of the Agreement for as long as Engineer is providing services under this Service Order.

9. **Exhibits or Attachments to this Service Order:**

   Exhibit A – Engineer's Services for Service Order
   Exhibit A-1 – Doc. No. 25-031B-DL001_RevA Railcar Unloading System Documents List

10. **Documents (other than the Agreement) Incorporated by Reference:** Not Applicable.

11. **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.

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: Kent Britton

Title: Chief Executive Officer

Date Signed: _____

Address for giving notice:
Attention: Director of Engineering Services
400 Harbor Drive
Corpus Christi, Texas 78401

PCCA's Designated Representative:

Natasha Fudge, P.E.

Title: Director of Engineering Services

Phone Number: (361) 885-6686

Email: Natasha@pocca.com

PCCA's Project Manager:

Amelie Arvin P.E.

Title: Project Engineer

Phone Number: (361) 779-7592

Email: aarvin@pocca.com

Engineer:

InterMat LLC

By: _____

Name: Neil Waguespack

Title: Principal

Date Signed: _____

Address for giving notice:
3500 N. Causeway Blvd Suite 136
Metairie, LA 70002

Engineer's Designated Representative:

Greg Douglas

Title: Principal

Phone Number: (504) 273-7097 x 701

Email: gregdouglas@intermatll.com

Note: Engineer must copy engadmin@pocca.com on all contract-related notices and general correspondences, Service Order invoices, and deliverables.

EXHIBIT A

ENGINEER'S SCOPE OF SERVICES

This Project generally includes a new Railcar Unloading System ("RUS") at the Bulk Materials Terminal as described in the recently completed study, New Bulk Dock Rail Receiving Facility Concept Design (the "Study"), Document No. 236.05_TRP-02, prepared by InterMat LLC (Engineer).

The primary components of the RUS are:

- One new turnout and one track connecting existing rail tracks to the RUS
- Existing track modifications and removals, including one turnout
- Repairing and restoring paved areas following completion of construction
- Underground, pile-supported concrete vault and concrete tunnel
- Sump pit and sump pumps (location to discharge sump water to be defined by the PCCA)
- Dump vault enclosure metal building with lighting and overhead railcar shaker
- Receiving hoppers with top grizzly and manual shear gates
- Belt feeder, BF-01
- Transfer Conveyor, CB-24 and Transfer Station TS-24
- Transfer Conveyor, CB-25 with cantilevered discharge over stacker SS-01
    - *There is no transfer station between CB-25 and SS-01*
- Elevated concrete runway to support SS-01 travel wheels
- Relocate slewing stacker, SS-01 (assuming this is supplied with project 25-031E)
- Two (2) Dozer Traps, DZT-21 and 22 for reclaim to new CB-1 (CB-1 is a separate project)
- Two (2) Emergency Reclaim Hoppers, H-21 and H-22, over new CB-1
- E-House, Electrical Power and Control Systems, and Programming
- Relocate miscellaneous site electrical power lines and light poles near the Sulfur property lease boundary that will be shifted east.

RUS Project elements excluded from Engineer's Scope of Services include:

- Modifications to the storage yard, including new and relocated drainage features
- New roads and other civil/sitework unrelated to the rail dump system

Attachment:

- Doc. No. 25-031B-DL001_RevA. Railcar Unloading System Documents List

Reference:

- Doc. No. 236.05_TRP-02. New Bulk Dock Rail Receiving Facility Concept Design
- Drawing 236-05-SP502, Rev. D, with Rail Dump Project 276-25-031B highlighted.

Assumptions:

- Similar Project Requirements as the Conveyor CB10/11/12 project, requiring limited updates to the established Basis of Design, conveyor Specifications, and drawing details.

The Engineer's scope of services for this Project is described below.

PART 1 - BASIC SERVICES

A1.01 Preliminary Design Phase

A. Engineer shall:

1. Attend a Project kick-off meeting to review the general scope of work, objectives, and key elements of the Project, including anticipated budget and schedule. The Proposal assumes three representatives will attend the kick-off meeting in person, and others will attend virtually.

2. Develop a Procurement and Construction ("P&C") Strategy document in collaboration with PCCA that outlines the desired bidding, procurement, and contracting approach for the Project (single GC, multiple packages and contractors, etc.). The P&C Strategy will define how the Project will be executed, influencing the preparation of Final Engineering bid packages and documents.

3. Prepare Basis of Design, Drawings, Specifications, and Project Description documents for the bid packages as defined in the P&C Strategy. For this Proposal, Engineer assumes the following separate bid packages will be prepared:

   a. Conveyor system with transfer stations, railcar unloading hopper, steel structures, and belt feeder

   b. Erection of conveyor system, railcar unloading system, and foundation construction

   c. Electrical Equipment Procurement

   d. Electrical Construction

   e. Adjust the layout of the RUS vault and tunnel as needed to fit adjusted rail geometry and to address any specific operational or technical requirements from the PCCA.

   f. Carry out mechanical engineering calculations for the belt conveyor system to define primary geometry, drives, and component selection. Prepare belt profile schematic drawings with bills of materials to summarize component selection.

   g. Carry out preliminary structural calculations to estimate loads required for foundation design. Prepare preliminary foundation designs and drawings for the purpose of material takeoffs supporting OPC cost estimating.

   h. Update General Arrangement ("GA") drawings to reflect adjustments needed to address any site impediments or issues discovered during Preliminary Design.

   i. Update the Electrical and Controls design, Control Narrative, and other documents prepared during the Study to the 30% Design level.

4. **Project Management and Administrative Services**. Engineer shall:

   a. Manage Engineer's portion of the Project and execution of Deliverables.

   b. Prepare monthly progress reports.

   c. Participate in routine conference calls for coordination and status updates with PCCA and stakeholders, as required.

   d. Prepare and track Requests for Information ("RFI's").

   e. Develop and maintain appropriate Project Controls, Document Control, and general project administration, including a Document Register, Action Items, and Design Issues List(s).

   f. Manage Scope of Service changes, if applicable.

   g. Coordination with PCCA and PCCA's other consultants, as applicable. PCCA consultants include:

      - Civil/site engineer for the stockyard design and related drainage systems.

5. Visit the Site to review existing conditions and facilities, and to take photos of existing conditions. The Proposal assumes three visits by three representatives of varying disciplines. Issues to investigate include electrical relocations (overhead electrical lines and lighting), rail modifications, and miscellaneous site conditions.

6. Advise PCCA of any need for PCCA to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Project requirements, and preparation of the Preliminary Design documents.

7. After consultation with PCCA, recommend to PCCA the solution(s) which in Engineer's judgment meet PCCA's requirements for the Project.

8. Review available survey, geotechnical, environmental, permits, historical record drawings, utility records, FEMA maps, and other pertinent available data, as provided by the PCCA. When applicable, contact utility owners to obtain available information. Advise PCCA if additional investigations, studies, tests, professional services, reports, data, information, or other services are necessary to support final design. If applicable, assist PCCA in obtaining such reports, data, information, or services. The following assumptions are made concerning available information:

   a. Geotechnical investigations. A project-specific geotechnical investigation is required and included. The Engineer will develop a Scope of Work following PCCA's guidelines during Preliminary Engineering.

   b. Topographical surveys ***(A New Survey is Excluded)***

The proposal assumes PCCA will deliver a current survey, utility map, and as-built design drawing set from the BD1 Project.

c. Utility mapping ***Excluded***. The proposal assumes information is available from the BD1 Project.

9. When mutually agreed, assist PCCA in evaluating the possible use of innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of PCCA's facilities.

10. Prepare Preliminary Design Phase documents consisting of the design criteria, basis of design, applicable preliminary design calculations, preliminary drawings and diagrams of existing and proposed elements, and a written description of the Specific Project. The documents will include a location map, an overall site layout and preliminary site plan, preliminary arrangement drawings and diagrams, assumptions, and a summary of outstanding tasks, information, and/or decisions needed. The key elements and issues will be stated, including the basis and objective(s) of the Project. The preliminary drawings and documents will convey an approximate 30% design level representation of the existing and proposed features that will be the basis for the future detailed design.

11. Prepare a single PDF electronic file of the Preliminary Design Phase documents as described above for interim review.

12. Engineer will update the Opinion of Probable Construction Cost (OPCC) provided in the Study, and when applicable, add the opinion of other significant probable costs related to construction of the project that need to be considered for budgeting, such as third party provider charges for electrical service items such as transformers, costs of third party utility relocations, permitting, etc., with a tabulation of other items and services required to complete the project. Any legal, administrative, or other PCCA costs associated with relocating the Sulfur Lease Line will be provided by the PCCA for inclusion in the OPCC. The OPCC will generally follow the guidance of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice (RP) 17R-97 with an estimated contingency percentage appropriate to the preliminary or 30% design Class 3 OPCC.

13. In accordance with the time allotted in the Contract Schedule, furnish the interim review copy of the bookmarked PDF of the bound Preliminary Design Phase deliverables to PCCA, and review them with PCCA. The interim documents for PCCA review shall contain information that is reasonably complete, viable, clearly presented, and accurate enough to provide a basis for the PCCA to make informed decisions on the applicable scope going forward to meet the project objectives. PCCA will submit to Engineer any comments regarding the furnished items within the time established in the Contract Schedule.

14. Meet with PCCA to discuss the review comments and to resolve any follow up questions or exceptions. The Proposal assumes the meeting to discuss the Preliminary Design will be virtual.

15. In accordance with the time allotted in the Contract Schedule, revise the interim Preliminary Design deliverables in response to PCCA's comments, as appropriate, and furnish one single, bookmarked PDF electronic file of the signed and sealed Preliminary Design Phase deliverables to the PCCA. Engineer shall provide written responses to PCCA comments from the interim submittal to indicate how/where the comment has been addressed and shall confirm in writing that PCCA's comments have been addressed or resolved in the sealed Preliminary Design documents.

B. Engineer shall conduct an internal quality control review of all Preliminary Design Phase deliverables for reasonable accuracy, completeness, clarity, and constructability prior to submitting to PCCA for review. The Consultant's review shall be conducted by senior level professionals with appropriate experience for each discipline of work. Submittals deemed not suitable for distribution due to lack of information, lack of clarity, or significant errors or conflicts will be returned to the Consultant for a revised submittal at no added cost to PCCA or extension to the overall Project schedule. The general basis of a re-submittal request will be provided with the return, but a detailed review will not be conducted on an incomplete submittal.

C. Deliverables for the Preliminary Design Phase include:

1. Completed Submittal Package Transmittal Form to document the deliverables contained in the submittal.

2. Preliminary Design Documents (interim review and final sealed versions) as described above, with exhibits and preliminary drawings or layouts as needed to clearly identify key issues and significant existing and proposed elements and options with related costs and recommendations for PCCA consideration prior to proceeding with a detailed final design.

3. Reference documents such as a Geotechnical Report, related reports, historical record drawings, utility records, FEMA maps, etc. Include applicable reference documents and list them in the Table of Contents.

4. Provide responses to interim review comments with the final sealed Preliminary Design Phase deliverables.

5. The anticipated deliverables are summarized in the attached Document Register, Preliminary Design.

D. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to PCCA the revised signed and sealed Preliminary Design Report and all other Preliminary Design Phase deliverables along with written confirmation that PCCA's comments and questions from the interim review

have been addressed or resolved within the sealed Report. Engineer is not authorized to proceed to Final Design Phase without notification from PCCA.

A1.02 Final Design Phase

A. Engineer shall:

1. Prepare applicable final design calculations, Drawings, and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by the Equipment Manufacturer(s) and Construction Contractor(s), as applicable.

2. Progress the 30% Design to 100% and prepare Issued for Bid Drawings and Specifications for all project areas suitable for bidding to Contractors as described in the P&C Strategy developed during Preliminary Design.

3. Visit the Site as needed to assist in preparing the final Drawings and Specifications. The proposal assumes four additional site visits, one day each.

4. Project Management and Administrative Services by the Engineer include:

   a. Continue PM and Administrative Services as described for the Preliminary Design Phase.

5. Equipment Bid Packages Preparation Services by the Engineer include:

   a. Prepare Technical Specifications, Scope of Work documents and Bid Breakdown spreadsheets for the RUS mechanical equipment to be bid Design-Build to reputable equipment manufacturers. This includes the hoppers, belt feeder, transfer conveyors, and transfer stations. The 30% Design drawings will be used for bidding.

   b. Anticipated documents are summarized in the attached Document Register, Final Design.

6. Contractor Bid Packages Preparation Services by the Engineer include:

   a. Prepare Technical Specifications, Scope of Work documents and Bid Breakdown spreadsheets for the following Contractor Bid Packages, which might change based on the P&C Strategy to be developed:

      - Erection of the Materials Handling System and Foundations Construction

      - Electrical Contractor

   b. Contractor Bid Packages will be prepared after the Equipment Package(s) are awarded and the Equipment Supplier(s) provide(s) data necessary to complete Engineer's work.

7. Foundation Design Services by the Engineer include :

   a. Prepare Technical Specifications and preliminary 60% Foundation Design drawings for the RUS vault, tunnel, conveyors and transfer stations based on Engineer's estimated layouts, loads, and site-specific Geotechnical Report. Anticipated documents are summarized in the attached Final Design Document Register.

   b. After equipment award, update and finalize IFC Foundation Design drawings to accommodate the final certified layouts and loads provided by the Equipment Suppliers.

8. Electrical and Controls Design Services by the Engineer include:

   a. Prepare Drawings and Specifications. Anticipated documents are summarized in the attached Final Design Document Register.

   b. Update the Power analysis previously provided with electrical loads based on the selected material handling supplier horsepower.

   c. Update the MCC and VFD one lines as required to obtain updated pricing from electrical equipment bidders

   d. Provide Arc Flash report and Arc Flash Labels to be installed when electrical equipment is installed.

   e. Prepare I/O list.

9. Detailed Control Panel Design by the Engineer include:

   a. Provide detailed control panel design Drawings and Specifications to be used for bidding and fabrication of Panels. Anticipated documents are summarized in the attached Final Design Document Register.

10. Programming Design Services. PLC and HMI Programming by the Engineer include:

    a. Prepare PLC and HMI programs according to the approved Control Narrative and Preliminary Drawings.

    b. PLC logic and Screens will be developed to operate new conveyors and other major equipment, interface to major equipment and other miscellaneous equipment.

    c. Develop Mode control logic for each motor and actuator.

       - Hand-Off-Auto – Local control

    d. Develop Alarm logic and history screen for all new equipment alarms.

e. Develop HMI faceplates for each motor and actuator to allow mode selection, start/stop control, alarm status, ETM, permissive, and interlock status.

f. Develop sequential control logic and status screens, security/login faceplate and control, HMI Process Trend Screen, HMI Command, Event and Alarm history Screen.

g. Coordinate with owner during PLC and HMI development.

h. Program Historian to integrate with new PLC and HMI system

i. Configure and program Stratix ethernet Fiber optic network Switches

j. Programming of the new historian to interface with the PLC and HMI programs to log process data, Alarm Data, Event and Command data

- Alarm history
- Command and Event history
- Create reports and searches to allow viewing time ranges for troubleshooting
- Process data history and trends

k. Simulation of the PLC and HMI program to verify proper operation.

l. Development of Factory Acceptance Test Sign off document that identifies all functions and features to be tested.

m. Factory Acceptance Test of the PLC and HMI logic with client participation at InterMat offices or via Teams meeting.

11. Provide technical criteria, written descriptions, and design data for PCCA's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist PCCA in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate. Refer to Exclusions – Engineer to provide technical data to support permit applications only. No allowance is included in this assignment to prepare a permit application package, to attend permit meetings, or to submit or coordinate resolution of comments for any permit.

12. Advise PCCA of any recommended adjustments to the Opinion of Probable Construction Cost (OPCC) and other Opinion of Probable Project Costs related to construction of the project as design progresses. The OPCC should generally follow the guidance of AACE International Recommended Practice (RP) 17R-97 with an estimated contingency percentage appropriate to the applicable design level.

13. Assist PCCA in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

14. Prepare and assemble 60% Design and applicable bidding documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. Although all details and cross references may not be complete, the 60% submittal shall clearly reflect the essential existing and proposed project elements and design intent and shall identify any significant outstanding or remaining issues that need to be resolved. Provide Engineer recommendations as appropriate. Submit electronic files of the 60% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Provide 3 hard copies of the submittal documents along with the electronic files. Deliverables for the 60% Design Submittal include:

    a. Completed Submittal Package Transmittal Form to document the deliverables contained in the 60% submittal.

    b. Completed Consultant Design Submittal Summary Form.

    c. 60% OPCC in the format of the anticipated Bid Breakdown (PDF).

    d. 60% Drawings for interim review (PDF) with related CAD files. Flatten and size PDF for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

    e. Basis of Design, Summary of Design Criteria, Computer Models, and/or Summary of Calculations (as applicable to the scope and 60% design development; neatly organized and compiled into PDF documents and sealed at the applicable stage of design).

    f. Table of Contents for the anticipated Technical Specifications (PDF).

    g. Reference documents such as Geotechnical Report, related historical record drawings, utility records, USACE Permit, etc. (if applicable and not previously submitted).

    h. The anticipated deliverables are summarized in the attached Final Design Document Register.

15. Meet with PCCA if needed to discuss the review comments and to resolve any follow up questions or exceptions. The Proposal assumes the 60% design meeting will be virtual.

16. Prepare and assemble 90% Design and bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific

bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. The 90% submittal shall be essentially complete with the exception of minor, identifiable remaining items. If there are any remaining outstanding issues that need resolution, they must be clearly summarized. Provide Engineer recommendations as appropriate. Engineer shall provide written responses to the PCCA comments and questions from the previous submittal review and shall confirm in writing that the comments and questions have been addressed or resolved in the 90% submittal. Submit electronic files of the 90% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Deliverables for the 90% Design Submittal include:

a. Completed Submittal Package Transmittal Form to document the deliverables contained in the 90% submittal.

b. Completed Consultant Design Submittal Summary Form.

c. 90% OPCC in the format of the Bid Breakdown (PDF and Excel).

d. 90% Drawings for interim review (PDF) with related CAD files. Flatten and size PDF for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

17. Basis of Design, Summary of Design Criteria, Computer Models (as applicable to the scope - any required Basis of Design, Summary of Design Criteria must be neatly organized into single PDF documents, sealed, and included with the 90% submittals if not previously sealed and submitted).

e. Table of Contents with proposed Technical Specifications in PCCA required format (single PDF with bookmarked Sections).

f. Reference documents such as the Geotechnical Report, related historical record drawings, utility and pipeline records, USACE Permit, etc. (if applicable and not previously submitted).

g. Written responses to PCCA review comments and questions on the previous submittal, indicating the actions that have been taken to address the comments in the 90% submittal and confirming that all comments have been addressed in the submittal or resolved with the PCCA Project Manager prior to the 90% submittal.

18. Meet with PCCA if needed to discuss the review comments and to resolve any follow up questions or exceptions. The Proposal assumes the 90% design meeting will be virtual.

19. In accordance with the Contract Schedule, furnish for review by PCCA an unsealed prefinal PDF version of the prefinal Drawings and Specifications, assembled drafts of other Construction Contract Documents, draft bidding related documents (or

requests for proposals or other construction procurement documents), and any other prefinal draft documents and review them with the PCCA. Engineer shall provide written responses to PCCA's comments from the 90% review and confirm in writing that PCCA's comments and any outstanding items have been addressed or resolved in the prefinal documents. The unsealed prefinal documents shall be essentially complete.

20. Within the time required by the Contract Schedule, PCCA will provide Engineer with any comments regarding the furnished prefinal items, and any instructions for revisions for the final documents that are to be sealed by a Registered Professional Engineer licensed to practice in the State of Texas. The Drawings and Specifications shall not be sealed prior to receipt of confirmation from the PCCA that they have been generally reviewed and deemed acceptable for finalizing.

21. In accordance with the Contract Schedule and upon receipt of PCCA's comments on the unsealed prefinal documents, revise the Drawings and Specifications, assembled drafts of other Construction Contract Documents, the bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with instructions from the PCCA, as appropriate, and submit the required electronic files of sealed final documents to PCCA. Deliverables for the sealed final documents include:

    a. Completed Submittal Package Transmittal form to document the deliverables contained in the final, sealed submittal.

    b. Completed Consultant Design Submittal Summary form.

    c. OPCC in the format of the Bid Breakdown (PDF and Excel).

    d. Sealed Drawings for bid issue (PDF). Flatten and size for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

    e. Bound CAD files in contemporary AutoCAD version (less than five years old) to match the sealed PDF Drawings.

    f. Technical Specifications and sealed Table of Contents (Word and PDF with bookmarked Sections) in required PCCA format.

    g. Submittal log and product cut sheets. The submittal log shall reference the applicable section and paragraph number and the item to be submitted. The product cut sheets shall be current for all products, equipment, fixtures, hardware, concrete additives, etc. that are specified by product name either on the drawings or in the specifications.

h. Reference documents such as a Geotechnical Report, related historical record drawings, utility records, or USACE Permit (if applicable and not previously submitted).

i. Written responses to PCCA review comments (if any) on the prefinal documents, indicating the actions that have been taken to address the comments and confirming that all comments have been addressed in the sealed documents or resolved with the PCCA Project Manager prior to sealing.

B. Engineer shall conduct an internal quality control review of all Final Design Phase deliverables for reasonable accuracy, completeness, clarity, and constructability prior to submitting to PCCA for review. The Consultant's review shall be conducted by senior level professionals with appropriate experience for each discipline of work. Submittals deemed not suitable for distribution or issue due to lack of information, lack of clarity, or significant errors or conflicts will be returned to Consultant for a revised submittal at no added cost to PCCA or extension to the overall Project schedule. The general basis of a re-submittal request will be provided with the return, but a detailed review will not be conducted on an incomplete submittal.

C. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to PCCA the final signed and sealed Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables to the satisfaction of PCCA, including a copy of final AutoCAD drawings, applicable Word and bookmarked PDF files, and written confirmation that all PCCA comments have been addressed or resolved.

D. EXCLUSIONS. The following activities and all work associated with these activities are excluded:

1. Demolition and Site Clearing

2. Civil/Sitework (Stockyard rehabilitation, drainage and stormwater systems, new roads, new loop track and related sitework for the loop track)

3. Fire Detection and Protection Systems.

4. Excludes design of any washdown water or stormwater collection and delivery systems from any part of the Project to pond(s), tanks or treatment facilities by others.

5. All work associated with permitting and environmental activities.

6. No allowance is included in this assignment to prepare a permit application package, to attend permit meetings, or to submit or coordinate resolution of comments for any permit.

A1.03 Bidding or Proposal Negotiating Phase

A. Upon request by PCCA, Engineer shall provide the following Bidding or Proposal Negotiating Phase services. These services are not to be invoiced except for services which are specifically requested. If requested by PCCA, Engineer shall:

1. Attend pre-bid conference and provide a presentation of the technical aspect of the project as requested by the PCCA.

2. Prepare Addenda information as appropriate, and as requested by PCCA, to clarify, correct, or change the issued documents.

3. Assist PCCA in evaluating bids or proposals.

4. Provide information or technical assistance as requested by PCCA during any review of bids or proposals, or negotiations with prospective construction contractors.

5. Consult with PCCA as to the qualifications and experience of prospective contractors.

6. Consult with PCCA as to the qualifications and experience of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

7. Evaluate and provide a recommendation on the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.

B. Within five business days of the bid opening, Engineer shall prepare and submit a PDF of the Conformed Technical Specifications and Conformed Drawings incorporating the addenda issued during the Bid Phase. The phrase ‘CONFORMED SPECIFICATIONS’ with the date shall be added adjacent to the Engineer’s seal on the specifications Table of Contents and on the first page of each modified specification. The phrase ‘CONFORMED DRAWING’ with the date shall be added adjacent to the Engineer’s seal on the Cover Sheet, and the title block of each modified sheet (i.e., each addenda sheet) shall be marked ‘Conformed Drawing’ and shall be sealed by a registered Professional Engineer licensed to practice in the State of Texas. The addenda issued information shall remain intact. The conformed drawings shall not be otherwise altered from the bid and addenda issues.

C. The Bidding or Proposal Negotiating Phase will be considered complete upon award of construction contract, or upon written notice of completion from PCCA in the event a construction contract is not awarded.

A1.04 Construction Phase

A. To support general construction administration (not to be interpreted as Project Representative), upon request by PCCA the Engineer shall provide the following Construction Phase services. These services are not to be invoiced except for services which are specifically requested. If requested by PCCA, Engineer shall:

1. Selection of Independent Testing Laboratory: Assist PCCA in the selection of an independent testing laboratory to perform the testing services identified in the contract documents.

2. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.

   The Proposal assumes the following Pre-Construction Conference Site Visits:

   - Landside Construction Package (foundations and electrical). Assumes two (2) persons, one day on site, one flying, and one from Houston. Additional persons will participate remotely.

   - Conveyor System Erection Contract. Assumes two (2) persons from Houston. Others will participate remotely.

3. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

4. Baselines and Benchmarks: As appropriate, establish construction baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

5. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

   a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep PCCA informed of the progress of the Work.

      The Proposal assumes the following Site Visits:

      - Two (2) shop visits to a US domestic fabrication shop to review equipment fabrication progress. Assumes equipment supplier will fabricate in the US. International travel for shop visits is excluded and would be extra.

- Two (2) site visits during erection of the RUS mechanical system. Assumes one person from Houston each visit.

- Five (5) site visits during electrical construction due to the amount of retrofit and new work being performed. Assumes two flying and three from the Houston area.

- Perform Electrical Wiring Checkout site visit and a Punch List walkthrough. Assumes two (2) people, four days on site, both flying.

- Perform RUS Equipment System Punch List walkthrough. Assumes two (2) people, one to two days on site, both from the Houston area.

b. The purpose of Engineer's visits to the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for PCCA a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

6. Defective Work: Recommend rejection of Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to PCCA regarding whether Contractor should correct such Work or remove and replace such Work, or whether PCCA should consider accepting such Work as provided in the Construction Contract Documents.

7. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform PCCA of such incompatibility, and provide recommendations for addressing such Work.

8. Clarifications and Interpretations: Respond to questions concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation - RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted to PCCA.

9. Change Orders and Work Change Directives: Review and provide recommendation(s) for action to the PCCA regarding Change Orders and Work Change Directives, as appropriate. Prepare related drawing revisions if requested by PCCA.

10. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for PCCA's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

11. Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

12. Substitutes and "or-equal": Evaluate and provide a recommendation on the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

13. Inspections and Tests:

    a. Review certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. Pursuant to the terms of the Construction Contract, recommend additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

14. Change Proposals, Value Engineering Proposals, and Claims: Review duly submitted Construction Contractor's request for Change Proposal (Contractor's proposal for a Change Order) or Contractor's Value Engineering Proposal, and within 30 calendar days after receipt of the Contractor's supporting data, provide recommendation to either deny the Change Proposal or Value Engineering Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to PCCA and Contractor. If the Change Proposal or Value Engineering Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties of such. Provide information or data to PCCA regarding engineering or technical matters pertaining to Claims.

15. Applications for Payment: Review Contractor's applications for payment and provide PCCA with a recommendation to pay, partially pay, or request a revised pay application.

16. Contractor's Completion Documents: Review maintenance and operating instructions, schedules, guarantees, certificates of inspection, tests and approvals, and Submittals, Shop Drawings, Samples, and other data submitted by Contractor. Review Contractor's redline drawings and as-built records and prepare and submit Record Drawings to PCCA as further described below.

17. Substantial Completion: In company with PCCA and Contractor, visit the Site to review the Work and determine if there are any apparent defects or if Project is substantially complete. Follow the procedures in the Construction Contract regarding development of defects or punch list and submit to PCCA recommendations for replacement or correction of defective work, if any, and punch list items to be completed. Assist PCCA regarding any remaining engineering or technical matters affecting PCCA's use or occupancy of the Work following Substantial Completion.

18. Final Notice of Acceptability of the Work: Conduct a final visit to the Project site to determine if the Work, including punch list items, is complete and acceptable for the Engineer to recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to PCCA that the Work is acceptable.

B. Record Drawings: Prepare Record Drawings from Contractor's as-built records (Contractor's red-line markups) and furnish the digital Record Drawings to PCCA in PDF and with bound AutoCAD files (Civil 3D required for Civil discipline) to match the PDF within 30 calendar days of receipt of Contractor's as-builts. Supplement Record Drawings with information regarding the completed Project, site, and immediate adjacent areas if obtained by Engineer from field observations, PCCA, utility companies, and other reliable sources. The Record Drawings shall:

1. identify the original engineer, license number, and seal date;

2. identify the firm, firm number, and location of the original sealed drawings;

3. identify the change(s) and revised alignments of existing and proposed features;

4. include a note on each sheet in place of the original seal with information on the original seal and seal date;

5. be identified as such in a note on each sheet; and

6. be prepared using a contemporary (less than five years old) version of AutoCAD. CAD files shall be in accordance with the CAD file requirements described above for the Construction Drawings.

PART 2 – SUPPORT SERVICES

A2.01 Support Services Required to be Listed in the Contract

A. Support Services for this Contract include:

1. Topographic Survey: Survey and as-built construction drawings to be provided by PCCA from recent prior projects in the Project area.

2. Geotechnical Report: Provide a sealed Geotechnical Report based on Engineer's recommended geotechnical investigations and geotechnical recommendations needed for design and/or construction.

   a. Engineer shall develop a Geotechnical Scope of Work in the Preliminary Design Phase.

   b. The sealed Geotechnical Report shall be provided with the deliverables in the Preliminary Design Phase.

3. Commissioning Services: Provide commissioning services to include:

   a. Develop a Commissioning Sign off document in collaboration with the Equipment Supplier that identifies all functions and features to be tested.

   b. Provide manpower to commission PLC and HMI system. It is expected that contractor wiring of field devices and control panels is accurate and has been verified and tested prior to Engineer arrival to site.

   c. Perform the following Commissioning efforts after the new equipment is installed:

      - Two weeks of site time with 2 programmers to verify the installation wiring and function of new equipment and devices

d. Assist PCCA in training PCCA's staff to operate and maintain Project equipment and systems within the Engineer's Scope of responsibility. The Equipment Supplier shall provide training for their equipment supply.

Prepare operation and maintenance ("O&M") manuals for equipment within the Engineer's Scope of responsibility. The Equipment Supplier shall provide O&M manuals for their equipment supply

SERVICE ORDER
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 25-06

PROJECT NAME: Bulk Materials Terminal CB 1 and New Transfer Station
PROJECT NO. 25-031C
SERVICE ORDER NO. 3
COMMENCEMENT DATE: May 20, 2025

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and InterMat LLC ("**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. **25-06** 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 Project described below.

1. Description of Project:

This Project generally includes new belt conveyor CB1 and transfer station TS1 at the Bulk Materials Terminal (the "Project"), as described in the recently completed study, New Bulk Dock Rail Receiving Facility Concept Design (the "Study"), Document No. 236.05_TRP-02, prepared by InterMat LLC (Engineer).

2. Services of Engineer (Scope of Services)

A. The specific Basic Services to be provided or furnished by Engineer under this Service Order are set forth in "Part 1 - Basic Services" of **Exhibit A**, "Standard Language for *Engineer's Services*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

B. The specific Support Services to be provided or furnished by Engineer under this Service Order are set forth in "Part 2 - Support Services" of **Exhibit A**, "Standard Language for *Engineer's Services*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

C. Engineering-based documents submitted under this Service Order shall include the responsible Engineer's identification and release note on documents submitted for interim review and the Engineer's seal on final documents. This includes bound or unbound engineering-based reports, studies, master plans, design basis, criteria, and calculations, quantity estimates, cost opinions, drawings, technical specifications,

addendums, change orders, and any other engineering-based document on which the PCCA will rely on for significant decisions, planning, and/or construction. If there is more than one responsible engineer, the respective responsibilities must be noted accordingly.

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:

ACTION	ALLOTTED CAL. DAYS	DUE ON OR BEFORE
PCCA Commencement Date	-	5/21/2025
• **Engineer – Preliminary Report Submittal**	**28**	**6/18/2025**
PCCA Team Review	14	7/2/2025
• **Engineer - 90% Design Submittal**	**28**	**7/30/2025**
PCCA Team Review	14	8/13/2025
• **Engineer - Unsealed Design Documents To PM**	**14**	**8/27/2025**
PCCA Team Review	10	9/6/2025
• **Engineer - Final Sealed Documents Submittal**	**7**	**9/13/2025**

This Service Order will expire on December 30, 2028.

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

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.

The Ceiling Price for this Service Order is $322,235.00

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

SERVICE	NOT TO EXCEED AMOUNT
BASIC SERVICES:	
Preliminary Design Phase	$ 39,340.00
Final Design Phase	$ 98,835.00
Bid Phase	$ 37,130.00
Construction Phase	$ 110,180,00
Subtotal, Basic Services	**$ 285,485.00**
SUPPORT SERVICES:	
Commissioning	$ 21,000.00
Geotechnical	$ 15,750.00
Subtotal, Support Services	$ **36,750.00**
SUMMARY OF FEES:	
Basic Services Fee	**$ 285,485.00**
Support Services Fee	**$ 36,750.00**
TOTAL CONTRACT NOT TO EXCEED FEE AMOUNT	**$ 322,235.00**

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

6. **Consultants/Subconsultants retained or that will be retained as of the Commencement Date of the Service Order:** Not Applicable.

7. **Other Modifications to the Agreement or the Exhibits to the Agreement:** Not Applicable.

8. **Insurance Requirements:**

   Engineer shall maintain the insurance coverage described in Section 11.02 of the Agreement for as long as Engineer is providing services under this Service Order.

9. **Exhibits or Attachments to this Service Order:**

   Exhibit A – Engineer's Services for Service Order
   Exhibit A-1 – Doc. No. 25-031D-DL001_RevA. CB-1 and TS-1 Documents List

10. **Documents (other than the Agreement) Incorporated by Reference:** Not Applicable.

11. **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.

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: Kent Britton

Title: Chief Executive Officer

Date Signed: _____

Address for giving notice:
Attention: Director of Engineering Services
400 Harbor Drive
Corpus Christi, Texas 78401

PCCA's Designated Representative:

Natasha Fudge, P.E.

Title: Director of Engineering Services

Phone Number: (361) 885-6686

Email: Natasha@pocca.com

PCCA's Project Manager:

Amelie Arvin P.E.

Title: Project Engineer

Phone Number: (361) 779-7592

Email: aarvin@pocca.com

Engineer:

InterMat LLC

By: _____

Name: Neil Waguespack

Title: Principal

Date Signed: _____

Address for giving notice:
3500 N. Causeway Blvd Suite 136
Metairie, LA 70002

Engineer's Designated Representative:

Greg Douglas

Title: Principal

Phone Number: (504) 273-7097 x 701

Email: gregdouglas@intermatll.com

Note: Engineer must copy engadmin@pocca.com on all contract-related notices and general correspondences, Service Order invoices, and deliverables.

EXHIBIT A

ENGINEER'S SCOPE OF SERVICES

This Project generally includes new belt conveyor CB1 and transfer station TS1 at the Bulk Materials Terminal (the "Project"), as described in the recently completed study, New Bulk Dock Rail Receiving Facility Concept Design (the "Study"), Document No. 236.05_TRP-02, prepared by InterMat LLC (Engineer).

The primary components of the Project are:

- Belt Conveyor CB-1 with foundations
- Transfer Station TS-1 with foundations
- Electrical Power and Control Systems and Programming

RUS Project elements excluded from Engineer's Scope of Services include:

- Modifications to the storage yard including new and relocated drainage features
- New roads and other civil/sitework

Attachment:
- Doc. No. 25-031D-DL001_RevA. CB-1 and TS-1 Documents List

Reference:
- Doc. No. 236.05_TRP-02. New Bulk Dock Rail Receiving Facility Concept Design
- Drawing 236-05-SP502, Rev. D, with CB-1 and TS-1 Project 276-25-031D highlighted.

Assumptions:
- Similar Project Requirements as Conveyor CB10/11/12 project, requiring limited updates to established Basis of Design, conveyor Specifications and drawing details.

The Engineer's scope of services for this Project is described below.

PART 1 - BASIC SERVICES

A1.01 Preliminary Design Phase

A. Engineer shall:

1. Attend a Project kick-off meeting to review the general scope of work, objectives, and key elements of the Project, including anticipated budget and schedule. The Proposal assumes the meeting will be virtual.

2. Prepare Basis of Design, Drawings, Specifications and Project Description documents for the bid packages. For this Proposal, Engineer assumes the following separate bid packages will be prepared:

   a. Conveyor with transfer station

   b. Erection of conveyor system and foundations construction

   c. Electrical Equipment Procurement

   d. Electrical Construction

3. The concepts presented in the Study shall be evaluated and refined to the 30% design level to include:

   a. Refine and update the Basis of Design and Project Description prepared during the Study.

   b. Carry out mechanical engineering calculations for belt conveyor system to define primary geometry, drives and component selection. Prepare Belt Profile schematic drawings with Bills of Materials summarizing component selection.

   c. Carry out preliminary structural calculations to estimate loads required for foundations design. Prepare preliminary foundation designs and drawings for the purpose of material takeoffs supporting OPC cost estimating.

   d. Update General Arrangement ("GA") drawings to reflect adjustments needed to address any site impediments or issues discovered during Preliminary Design.

   e. Update the Electrical and Controls design, Control Narrative and other documents prepared during the Study to the 30% Design level.

4. The Engineer shall provide Project Management and Administrative Services including:

   a. Manage Engineer's portion of the Project and execution of Deliverables.

   b. Prepare monthly progress reports.

   c. Participate in routine conference calls for coordination and status updates with PCCA and stakeholders, as required.

   d. Prepare and track Requests for Information ("RFI's").

   e. Develop and maintain appropriate Project Controls, Document Control, and general administration of the project, including a Document Register, Action Items and Design Issues List(s).

   f. Manage Scope of Service changes, if applicable.

g. Coordination with PCCA and PCCA's other consultants, as applicable. PCCA consultants include:

- Civil/site engineer for the stockyard design and related drainage systems.

5. Advise PCCA of any need for PCCA to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the evaluation of potential solution(s) to Project requirements, and preparation of the Preliminary Design documents.

6. After consultation with PCCA, recommend to PCCA the solution(s) which in Engineer's judgment meet PCCA's requirements for the Project.

7. Review available survey, geotechnical, environmental, permits, historical record drawings, utility records, FEMA maps, and other pertinent available data, as provided by the PCCA. When applicable, contact utility owners to obtain available information. Advise PCCA if additional investigations, studies, tests, professional services, reports, data, information, or other services are necessary to support final design. If applicable, assist PCCA in obtaining such reports, data, information, or services. The following assumptions are made concerning available information:

   a. geotechnical investigations. A project-specific geotechnical investigation is required and included as described in Part 2 – Support Services.

   b. topographical surveys (A New Survey is Excluded). The Proposal assumes Engineering will be performed using presently available Survey data.

   c. utility mapping (Excluded).

8. Prepare Preliminary Design Phase documents consisting of the design criteria, basis of design, applicable preliminary design calculations, preliminary drawings and diagrams of existing and proposed elements, and a written description of the Specific Project. The documents will include a location map, an overall site layout and preliminary site plan, preliminary arrangement drawings and diagrams, assumptions, and a summary of outstanding tasks, information, and/or decisions needed. The key elements and issues will be stated, including the basis and objective(s) of the Project. The preliminary drawings and documents will convey an approximate 30% design level representation of the existing and proposed features that will be the basis for the future detailed design.

9. Prepare a single PDF electronic file of the Preliminary Design Phase documents as described above for interim review.

10. Engineer will update the Opinion of Probable Construction Cost (OPCC) provided in the Study, and when applicable, add the opinion of other significant probable costs related to construction of the project that need to be considered for budgeting, such as third party provider charges for electrical service items such as transformers, costs of third party utility relocations, permitting, etc., with a tabulation of other

items and services required to complete the project. The OPCC will generally follow the guidance of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice (RP) 17R-97 with an estimated contingency percentage appropriate to the Preliminary Design.

11. In accordance with the time allotted in the Contract Schedule, furnish the interim review copy of the bookmarked PDF of the bound Preliminary Design Phase deliverables to PCCA, and review them with PCCA. The interim documents for PCCA review shall contain information that is reasonably complete, viable, clearly presented, and accurate enough to provide a basis for the PCCA to make informed decisions on the applicable scope going forward to meet the project objectives. PCCA will submit to Engineer any comments regarding the furnished items within the time established in the Contract Schedule.

12. Meet with PCCA to discuss the review comments and to resolve any follow up questions or exceptions. The Proposal assumes the meeting to discuss the Preliminary Design will be virtual.

13. In accordance with the time allotted in the Contract Schedule, revise the interim Preliminary Design deliverables in response to PCCA's comments, as appropriate, and furnish one single, bookmarked PDF electronic file of the signed and sealed Preliminary Design Phase deliverables to the PCCA. Engineer shall provide written responses to PCCA comments from the interim submittal to indicate how/where the comment has been addressed and shall confirm in writing that PCCA's comments have been addressed or resolved in the sealed Preliminary Design documents.

B. Engineer shall conduct an internal quality control review of all Preliminary Design Phase deliverables for reasonable accuracy, completeness, clarity, and constructability prior to submitting to PCCA for review. The Consultant's review shall be conducted by senior level professionals with appropriate experience for each discipline of work. Submittals deemed not suitable for distribution due to lack of information, lack of clarity, or significant errors or conflicts will be returned to the Consultant for a revised submittal at no added cost to PCCA or extension to the overall Project schedule. The general basis of a re-submittal request will be provided with the return, but a detailed review will not be conducted on an incomplete submittal.

C. Deliverables for the Preliminary Design Phase include:

1. Completed Submittal Package Transmittal Form to document the deliverables contained in the submittal.

2. Preliminary Design Documents (interim review and final sealed versions) as described above with exhibits and preliminary drawings or layouts as needed to clearly identify key issues and significant existing and proposed elements and options with related costs and recommendations for PCCA consideration prior to proceeding with a detailed final design.

3. Reference documents such as a Geotechnical Report, related reports, historical record drawings, utility records, FEMA maps, etc. Include applicable reference documents and list them in the Table of Contents.

4. Provide responses to interim review comments with the final sealed Preliminary Design Phase deliverables.

5. The anticipated deliverables are summarized in the attached Document Register, Preliminary Design.

D. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to PCCA the revised signed and sealed Preliminary Design Phase deliverables along with written confirmation that PCCA's comments and questions from the interim review have been addressed or resolved within the sealed Report. Engineer is not authorized to proceed to Final Design Phase without notification from PCCA.

A1.02 Final Design Phase

A. Engineer shall:

1. Prepare applicable final design calculations, Drawings, and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by the Equipment Manufacturer(s) and Construction Contractor(s), as applicable.

2. Progress the 30% Design to 100% and prepare Issued for Bid Drawings and Specifications for all project areas suitable for bidding to Contractors as described in the P&C Strategy developed during Preliminary Design.

3. **FAST TRACK:** Due to the schedule and relatively simple nature of the Project, Engineer will advance the Preliminary Design to 90%, bypassing the 60% deliverable stage.

4. The Engineer shall provide Project Management and Administrative Services including:

   a. Continue PM and Administrative Services as described for the Preliminary Design Phase.

5. Equipment Bid Packages Preparation by the Engineer include:

   a. Prepare Technical Specifications, Scope of Work documents and Bid Breakdown spreadsheets for the mechanical equipment to be bid Design-Build to reputable equipment manufacturers. The 30% Design drawings will be used for bidding.

   b. Anticipated documents are summarized in the attached Document Register, Final Design.

6. Contractor Bid Packages Preparation by the Engineer include:

   a. Prepare Technical Specifications, Scope of Work documents and Bid Breakdown spreadsheets for the following Contractor Bid Packages, which might change based on the P&C Strategy to be developed:

      - Erection of the Materials Handling System and Foundations Construction
      - Electrical Contractor

   b. Contractor Bid Packages will be prepared after the Equipment Package(s) are awarded and the Equipment Supplier(s) provide(s) data necessary to complete Engineer's work.

7. Foundation Design Services by the Engineer include:

   a. Prepare Technical Specifications and preliminary Foundation Design drawings for the conveyor and transfer station based on Engineer's estimated layouts, loads, and site-specific Geotechnical Report. Anticipated documents are summarized in the attached Final Design Document Register.

   b. After equipment award, update and finalize IFC Foundation Design drawings to accommodate the final certified layouts and loads provided by the Equipment Suppliers.

8. Electrical and Controls Design Services by the Engineer include:

   a. Prepare Drawings and Specifications. Anticipated documents are summarized in the attached Final Design Document Register.

   b. Update the Power analysis previously provided with electrical loads based on the selected material handling supplier horsepower.

   c. Update the MCC and VFD one lines as required to obtain updated pricing from electrical equipment bidders

   d. Provide Arc Flash report and Arc Flash Labels to be installed when electrical equipment is installed.

   e. Prepare I/O list.

9. Detailed Control Panel Design Services by the Engineer include:

   a. Provide detailed control panel design Drawings and Specifications to be used for bidding and fabrication of Panels. Anticipated documents are summarized in the attached Final Design Document Register.

10. Programming Design Services. PLC and HMI Programming Services by the Engineer include:

    a. Prepare PLC and HMI programs according to the approved Control Narrative and Preliminary Drawings.

    b. PLC logic and Screens will be developed to operate new conveyors and other major equipment, interface to major equipment and other miscellaneous equipment.

    c. Develop Mode control logic for each motor and actuator.

        - Hand-Off-Auto – Local control

    d. Develop Alarm logic and history screen for all new equipment alarms.

    e. Develop HMI faceplates for each motor and actuator that will allow mode selection, start/stop control, alarm status, ETM, permissive and interlock status.

    f. Develop sequential control logic and status screens, security/login faceplate and control, HMI Process Trend Screen, HMI Command, Event and Alarm history Screen.

    g. Coordinate with owner during PLC and HMI development.

    h. Program Historian to integrate with new PLC and HMI system

    i. Configure and program Stratix ethernet Fiber optic network Switches

    j. Programming of new historian to interface with the PLC and HMI programs to log process data, Alarm Data, Event and Command data

        - Alarm history
        - Command and Event history
        - Create reports and searches to allow viewing time ranges for troubleshooting
        - Process data history and trends

    k. Simulation of the PLC and HMI program to verify proper operation.

    l. Development of Factory Acceptance Test Sign off document that identifies all functions and features to be tested.

    m. Factory Acceptance Test of the PLC and HMI logic with client participation at InterMat offices or via Teams meeting.

11. Provide technical criteria, written descriptions, and design data for PCCA's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist PCCA in consultations with

such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate. Refer to Exclusions – Engineer to provide technical data to support permit applications only. No allowance is included in this assignment to prepare a permit application package, to attend permit meetings, or to submit or coordinate resolution of comments for any permit.

12. Advise PCCA of any recommended adjustments to the Opinion of Probable Construction Cost (OPCC) and other Opinion of Probable Project Costs related to construction of the project as design progresses. The OPCC should generally follow the guidance of AACE International Recommended Practice (RP) 17R-97 with an estimated contingency percentage appropriate to the applicable design level.

13. Assist PCCA in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

14. Prepare and assemble 90% Design and bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. The 90% submittal shall be essentially complete with the exception of minor, identifiable remaining items. If there are any remaining outstanding issues that need resolution, they must be clearly summarized. Provide Engineer recommendations as appropriate. Engineer shall provide written responses to the PCCA comments and questions from the previous submittal review and shall confirm in writing that the comments and questions have been addressed or resolved in the 90% submittal. Submit electronic files of the 90% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Deliverables for the 90% Design Submittal include:

    a. Completed Submittal Package Transmittal Form to document the deliverables contained in the 90% submittal.

    b. Completed Consultant Design Submittal Summary Form.

    c. 90% OPCC in the format of the Bid Breakdown (PDF and Excel).

    d. 90% Drawings for interim review (PDF) with related CAD files. Flatten and size PDF for printing to a measurable scale on 11” x 17” sheets. Confirm printability of the PDF prior to submittal.

15. Basis of Design, Summary of Design Criteria, Computer Models (as applicable to the scope - any required Basis of Design, Summary of Design Criteria must be neatly organized into single PDF documents, sealed, and included with the 90% submittals if not previously sealed and submitted).

a. Table of Contents with proposed Technical Specifications in PCCA required format (single PDF with bookmarked Sections).

b. Reference documents such as the Geotechnical Report, related historical record drawings, utility and pipeline records, USACE Permit, etc. (if applicable and not previously submitted).

c. Written responses to PCCA review comments and questions on the previous submittal, indicating the actions that have been taken to address the comments in the 90% submittal and confirming that all comments have been addressed in the submittal or resolved with the PCCA Project Manager prior to the 90% submittal.

16. Meet with PCCA if needed to discuss the review comments and to resolve any follow up questions or exceptions. The Proposal assumes the 90% design meeting will be virtual.

17. In accordance with the Contract Schedule, furnish for review by PCCA an unsealed prefinal PDF version of the prefinal Drawings and Specifications, assembled drafts of other Construction Contract Documents, draft bidding related documents (or requests for proposals or other construction procurement documents), and any other prefinal draft documents and review them with the PCCA. Engineer shall provide written responses to PCCA's comments from the 90% review and confirm in writing that PCCA's comments and any outstanding items have been addressed or resolved in the prefinal documents. The unsealed prefinal documents shall be essentially complete.

18. Within the time required by the Contract Schedule, PCCA will provide Engineer with any comments regarding the furnished prefinal items, and any instructions for revisions for the final documents that are to be sealed by a Registered Professional Engineer licensed to practice in the State of Texas. The Drawings and Specifications shall not be sealed prior to receipt of confirmation from the PCCA that they have been generally reviewed and deemed acceptable for finalizing.

19. In accordance with the Contract Schedule and upon receipt of PCCA's comments on the unsealed prefinal documents, revise the Drawings and Specifications, assembled drafts of other Construction Contract Documents, the bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with instructions from the PCCA, as appropriate, and submit the required electronic files of sealed final documents to PCCA. Deliverables for the sealed final documents include:

    a. Completed Submittal Package Transmittal form to document the deliverables contained in the final, sealed submittal.

    b. Completed Consultant Design Submittal Summary form.

    c. OPCC in the format of the Bid Breakdown (PDF and Excel).

d. Sealed Drawings for bid issue (PDF). Flatten and size for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

e. Bound CAD files in contemporary AutoCAD version (less than five years old) to match the sealed PDF Drawings.

f. Technical Specifications and sealed Table of Contents (Word and PDF with bookmarked Sections) in required PCCA format.

g. Submittal log and product cut sheets. The submittal log shall reference the applicable section and paragraph number and the item to be submitted. The product cut sheets shall be current for all products, equipment, fixtures, hardware, concrete additives, etc. that are specified by product name either on the drawings or in the specifications.

h. Reference documents such as a Geotechnical Report, related historical record drawings, utility records, or USACE Permit (if applicable and not previously submitted).

i. Written responses to PCCA review comments (if any) on the prefinal documents, indicating the actions that have been taken to address the comments and confirming that all comments have been addressed in the sealed documents or resolved with the PCCA Project Manager prior to sealing.

B. Engineer shall conduct an internal quality control review of all Final Design Phase deliverables for reasonable accuracy, completeness, clarity, and constructability prior to submitting to PCCA for review. The Consultant's review shall be conducted by senior level professionals with appropriate experience for each discipline of work. Submittals deemed not suitable for distribution or issue due to lack of information, lack of clarity, or significant errors or conflicts will be returned to Consultant for a revised submittal at no added cost to PCCA or extension to the overall Project schedule. The general basis of a re-submittal request will be provided with the return, but a detailed review will not be conducted on an incomplete submittal.

C. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to PCCA the final signed and sealed Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables to the satisfaction of PCCA, including a copy of final AutoCAD drawings, applicable Word and bookmarked PDF files, and written confirmation that all PCCA comments have been addressed or resolved.

D. EXCLUSIONS. The following activities and all work associated with these activities are excluded:

1. Demolition and Site Clearing

2. Civil/Sitework (Stockyard rehabilitation, drainage and stormwater systems)

3. Fire Detection and Protection Systems.

4. Excludes design of any washdown water or stormwater collection and delivery systems from any part of the Project to pond(s), tanks or treatment facilities by others.

5. All work associated with permitting and environmental activities.

6. No allowance is included in this assignment to prepare a permit application package, to attend permit meetings, or to submit or coordinate resolution of comments for any permit.

A1.03 Bidding or Proposal Negotiating Phase

A. Upon request by PCCA, Engineer shall provide the following Bidding or Proposal Negotiating Phase services. These services are not to be invoiced except for services which are specifically requested. If requested by PCCA, Engineer shall:

1. Attend pre-bid conference and provide a presentation of the technical aspect of the project as requested by the PCCA.

2. Prepare Addenda information as appropriate, and as requested by PCCA, to clarify, correct, or change the issued documents.

3. Assist PCCA in evaluating bids or proposals.

4. Provide information or technical assistance as requested by PCCA during any review of bids or proposals, or negotiations with prospective construction contractors.

5. Consult with PCCA as to the qualifications and experience of prospective contractors.

6. Consult with PCCA as to the qualifications and experience of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

7. Evaluate and provide a recommendation on the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.

B. Within five business days of the bid opening, Engineer shall prepare and submit a PDF of the Conformed Technical Specifications and Conformed Drawings incorporating the

addenda issued during the Bid Phase. The phrase 'CONFORMED SPECIFICATIONS' with the date shall be added adjacent to the Engineer's seal on the specifications Table of Contents and on the first page of each modified specification. The phrase 'CONFORMED DRAWING' with the date shall be added adjacent to the Engineer's seal on the Cover Sheet, and the title block of each modified sheet (i.e., each addenda sheet) shall be marked 'Conformed Drawing' and shall be sealed by a registered Professional Engineer licensed to practice in the State of Texas. The addenda issued information shall remain intact. The conformed drawings shall not be otherwise altered from the bid and addenda issues.

C. The Bidding or Proposal Negotiating Phase will be considered complete upon award of construction contract, or upon written notice of completion from PCCA in the event a construction contract is not awarded.

A1.04 Construction Phase

A. To support general construction administration (not to be interpreted as Project Representative), upon request by PCCA the Engineer shall provide the following Construction Phase services. These services are not to be invoiced except for services which are specifically requested. If requested by PCCA, Engineer shall:

1. Selection of Independent Testing Laboratory: Assist PCCA in the selection of an independent testing laboratory to perform the testing services identified in the contract documents.

2. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.

   The Proposal assumes the following Pre-Construction Conference Site Visits:

   - Landside Construction Package (foundations and electrical). Assumes one (2) person, one day on site, from Houston. Additional persons will participate remotely.

   - Conveyor System Erection Contract. Assumes one (1) person from Houston. Others will participate remotely.

3. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

4. Baselines and Benchmarks: As appropriate, establish construction baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

5. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep PCCA informed of the progress of the Work.

   The Proposal assumes the following Site Visits:

   - One (1) shop visit to a US domestic fabrication shop to review equipment fabrication progress. Assumes equipment supplier will fabricate in the US. Assumes one person from Houston.
   - One (1) site visit during erection of the mechanical system. Assumes one person from Houston.
   - One (1) site visit during foundation construction. Assumes one person from Houston.
   - Two (2) site visits during electrical construction. Assumes one flying and one from the Houston area.
   - Perform Equipment System Punch List walkthrough. Assumes one (1) person, one to two days on site, both from the Houston area.

b. The purpose of Engineer's visits to the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for PCCA a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

6. Defective Work: Recommend rejection of Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to PCCA regarding whether Contractor should correct such Work or remove and replace such Work, or whether PCCA should consider accepting such Work as provided in the Construction Contract Documents.

7. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform PCCA of such incompatibility, and provide recommendations for addressing such Work.

8. Clarifications and Interpretations: Respond to questions concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation - RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted to PCCA.

9. Change Orders and Work Change Directives: Review and provide recommendation(s) for action to the PCCA regarding Change Orders and Work Change Directives, as appropriate. Prepare related drawing revisions if requested by PCCA.

10. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for PCCA's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

11. Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

12. Substitutes and "or-equal": Evaluate and provide a recommendation on the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

13. Inspections and Tests:

a. Review certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

b. Pursuant to the terms of the Construction Contract, recommend additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

14. Change Proposals, Value Engineering Proposals, and Claims: Review duly submitted Construction Contractor's request for Change Proposal (Contractor's proposal for a Change Order) or Contractor's Value Engineering Proposal, and within 30 calendar days after receipt of the Contractor's supporting data, provide recommendation to either deny the Change Proposal or Value Engineering Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to PCCA and Contractor. If the Change Proposal or Value Engineering Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties of such. Provide information or data to PCCA regarding engineering or technical matters pertaining to Claims.

15. Applications for Payment: Review Contractor's applications for payment and provide PCCA with a recommendation to pay, partially pay, or request a revised pay application.

16. Contractor's Completion Documents: Review maintenance and operating instructions, schedules, guarantees, certificates of inspection, tests and approvals, and Submittals, Shop Drawings, Samples, and other data submitted by Contractor. Review Contractor's redline drawings and as-built records and prepare and submit Record Drawings to PCCA as further described below.

17. Substantial Completion: In company with PCCA and Contractor, visit the Site to review the Work and determine if there are any apparent defects or if Project is substantially complete. Follow the procedures in the Construction Contract regarding development of defects or punch list and submit to PCCA recommendations for replacement or correction of defective work, if any, and punch list items to be completed. Assist PCCA regarding any remaining engineering or technical matters affecting PCCA's use or occupancy of the Work following Substantial Completion.

18. Final Notice of Acceptability of the Work: Conduct a final visit to the Project site to determine if the Work, including punch list items, is complete and acceptable for

the Engineer to recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to PCCA that the Work is acceptable.

B. Record Drawings: Prepare Record Drawings from Contractor's as-built records (Contractor's red-line markups) and furnish the digital Record Drawings to PCCA in PDF and with bound AutoCAD files (Civil 3D required for Civil discipline) to match the PDF within 30 calendar days of receipt of Contractor's as-builts. Supplement Record Drawings with information regarding the completed Project, site, and immediate adjacent areas if obtained by Engineer from field observations, PCCA, utility companies, and other reliable sources. The Record Drawings shall:

1. identify the original engineer, license number, and seal date;

2. identify the firm, firm number, and location of the original sealed drawings;

3. identify the change(s) and revised alignments of existing and proposed features;

4. include a note on each sheet in place of the original seal with information on the original seal and seal date;

5. be identified as such in a note on each sheet; and

6. be prepared using a contemporary (less than five years old) version of AutoCAD. CAD files shall be in accordance with the CAD file requirements described above for the Construction Drawings.

PART 2 – SUPPORT SERVICES

A2.01 Support Services Required to be Listed in the Contract

A. Support Services for this Contract include:

1. Topographic Survey: Survey and as-built construction drawings to be provided by PCCA from recent prior projects in the Project area.

2. Geotechnical Report: Provide a sealed Geotechnical Report based on Engineer's recommended geotechnical investigations and geotechnical recommendations needed for design and/or construction.

   a. Engineer shall develop a Geotechnical Scope of Work in Preliminary Design.

   b. The Proposal Fee assumes the geotechnical work required for this Project will be added to the geotechnical work required for the Rail Dump project, reducing the geotechnical cost for this Project.

   c. The sealed Geotechnical Report shall be provided with the deliverables in the Preliminary Design Phase.

3. Commissioning Services: Provide commissioning services to include:

   a. Develop a Commissioning Sign off document in collaboration with the Equipment Supplier that identifies all functions and features to be tested.

   b. Provide manpower to commission PLC and HMI system. It is expected that contractor wiring of field devices and control panels is accurate and has been verified and tested prior to Engineer arrival to site.

   c. Perform the following Commissioning efforts after the new equipment is installed:

      - One week of site time with 2 programmers to verify the installation wiring and function of new equipment and devices

   d. Assist PCCA in training PCCA's staff to operate and maintain Project equipment and systems within the Engineer's Scope of responsibility. The Equipment Supplier shall provide training for their equipment supply.

      Prepare operation and maintenance ("O&M") manuals for equipment within the Engineer's Scope of responsibility. The Equipment Supplier shall provide O&M manuals for their equipment supply.

SERVICE ORDER
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 25-06

PROJECT NAME: Bulk Materials Terminal New Conveyance Equipment
PROJECT NO. 25-031D
SERVICE ORDER NO. 4
COMMENCEMENT DATE: May 20, 2025

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and InterMat LLC ("**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. **25-06** 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 Project described below.

1. Description of Project:

This Project generally includes new conveyors and a yard stacker at the Bulk Materials Terminal connecting the existing railcar dump conveyor CB-4 to the east stockyard (the "Project"), as described in the recently completed study, New Bulk Dock Rail Receiving Facility Concept Design (the "Study"), Document No. 236.05_TRP-02, prepared by InterMat LLC (Engineer).

2. Services of Engineer (Scope of Services)

A. The specific Basic Services to be provided or furnished by Engineer under this Service Order are set forth in "Part 1 - Basic Services" of **Exhibit A**, "Standard Language for *Engineer's Services*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

B. The specific Support Services to be provided or furnished by Engineer under this Service Order are set forth in "Part 2 - Support Services" of **Exhibit A**, "Standard Language for *Engineer's Services*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

C. Engineering-based documents submitted under this Service Order shall include the responsible Engineer's identification and release note on documents submitted for interim review and the Engineer's seal on final documents. This includes bound or unbound engineering-based reports, studies, master plans, design basis, criteria, and calculations, quantity estimates, cost opinions, drawings, technical specifications,

addendums, change orders, and any other engineering-based document on which the PCCA will rely on for significant decisions, planning, and/or construction. If there is more than one responsible engineer, the respective responsibilities must be noted accordingly.

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:

ACTION	ALLOTTED CAL. DAYS	DUE ON OR BEFORE
PCCA Commencement Date	-	5/21/2025
• **Engineer – Preliminary Report Submittal**	**28**	**6/18/2025**
PCCA Team Review	14	7/2/2025
• **Engineer - 60% Design Submittal**	**0**	**7/2/2025**
PCCA Team Review	0	7/2/2025
• **Engineer - 90% Design Submittal**	**42**	**8/13/2025**
PCCA Team Review	14	8/27/2025
• **Engineer - Unsealed Design Documents To PM**	**14**	**9/10/2025**
PCCA Team Review	10	9/20/2025
• **Engineer - Final Sealed Documents Submittal**	**7**	**9/27/2025**

This Service Order will expire on December 30, 2027.

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

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.

The Ceiling Price for this Service Order is $ 458,360.00

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

SERVICE	NOT TO EXCEED AMOUNT
BASIC SERVICES:	
Preliminary Design Phase	$ 47,195.00
Final Design Phase	$ 195,605.00
Bid Phase	$ 37,130.00
Construction Phase	$ 123,180.00
Subtotal, Basic Services	**$ 403,110.00**
SUPPORT SERVICES:	
Commissioning	$ 39,500.00
Geotech (As Add-on to other PCCA Geotech work)	$ 15,750.00
Subtotal, Support Services	**$ 55,250.00**
SUMMARY OF FEES:	
Basic Services Fee	**$ 403,110.00**
Support Services Fee	**$ 55,250.00**
TOTAL CONTRACT NOT TO EXCEED FEE AMOUNT	**$ 458,360.00**

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

6. **Consultants/Subconsultants retained or that will be retained as of the Commencement Date of the Service Order:** Not Applicable.

7. **Other Modifications to the Agreement or the Exhibits to the Agreement:** Not Applicable.

8. **Insurance Requirements:**

   Engineer shall maintain the insurance coverage described in Section 11.02 of the Agreement for as long as Engineer is providing services under this Service Order.

9. **Exhibits to this Service Order:**

   Exhibit A – Engineer's Services for Service Order
   Exhibit A-1 – Doc. No. 25-031E-DL001_RevA. CB-20 to Yard Documents List

10. **Documents (other than the Agreement) Incorporated by Reference:** Not Applicable.

11. **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.

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: Kent Britton

Title: Chief Executive Officer

Date Signed: _____

Address for giving notice:
Attention: Director of Engineering Services
400 Harbor Drive
Corpus Christi, Texas 78401

PCCA's Designated Representative:

Natasha Fudge, P.E.

Title: Director of Engineering Services

Phone Number: (361) 885-6686

Email: Natasha@pocca.com

PCCA's Project Manager:

Amelie Arvin P.E.

Title: Project Engineer

Phone Number: (361) 779-7592

Email: aarvin@pocca.com

Engineer:

InterMat LLC

By: _____

Name: Neil Waguespack

Title: Principal

Date Signed: _____

Address for giving notice:
3500 N. Causeway Blvd Suite 136
Metairie, LA 70002

Engineer's Designated Representative:

Greg Douglas

Title: Principal

Phone Number: (504) 273-7097 x 701

Email: gregdouglas@intermatll.com

Note: Engineer must copy engadmin@pocca.com on all contract-related notices and general correspondences, Service Order invoices, and deliverables.

EXHIBIT A

ENGINEER'S SCOPE OF SERVICES

This Project generally includes new conveyors and a yard stacker at the Bulk Materials Terminal connecting the existing railcar dump conveyor CB-4 to the east stockyard (the "Project"), as described in the recently completed study, New Bulk Dock Rail Receiving Facility Concept Design (the "Study"), Document No. 236.05_TRP-02, prepared by InterMat LLC (Engineer).

The primary components of the Project are:

- Belt Conveyor CB-20 under existing transfer station TS-4 near the existing railcar dumper
- Transfer Station TS-20
- Belt Conveyor CB-21
- Transfer Station TS-21
- Belt Conveyor Stacker SS-01
- Elevated concrete runway to support SS-01 travel wheels
- Electrical Power and Control Systems and Programming

Project elements excluded from Engineer's Scope of Services include:

- Modifications to the storage yard including new and relocated drainage features
- New roads and other civil/sitework

Attachment:
- Doc. No. 25-031E-DL001_RevA. CB-20 to Yard Documents List

Reference:
- Doc. No. 236.05_TRP-02. New Bulk Dock Rail Receiving Facility Concept Design
- Drawing 236-05-SP502, Rev. D, with CB-20 to Yard Project 276-25-031E highlighted.

Assumptions:
- Similar Project Requirements as Conveyor CB10/11/12 project, requiring limited updates to established Basis of Design, conveyor Specifications and drawing details.

The Engineer's scope of services for this Project is described below.

PART 1 - BASIC SERVICES

A1.01 Preliminary Design Phase

A. Engineer shall:

1. Attend a Project kick-off meeting to review the general scope of work, objectives,

and key elements of the Project, including anticipated budget and schedule. The Proposal assumes the meeting will be virtual.

2. Develop a Procurement and Construction ("P&C") Strategy document in collaboration with PCCA that outlines the desired bidding, procurement and contracting approach for the Project (single GC, multiple packages and contractors, etc.). The P&C Strategy will define how the Project will be executed, influencing the preparation of Final Engineering bid packages and documents.

3. Prepare Basis of Design, Drawings, Specifications and Project Description documents for the bid packages as defined in the P&C Strategy. For this Proposal, Engineer assumes the following separate bid packages will be prepared:

   a. Conveyor system with transfer stations

   b. Erection of conveyor system, railcar unloading system and foundations construction

   c. Electrical Equipment Procurement

   d. Electrical Construction

4. The concepts presented in the Study shall be evaluated and refined to the 30% design level to include:

   a. Refine and update the Basis of Design and Project Description prepared during the Study.

   b. Carry out mechanical engineering calculations for belt conveyor system to define primary geometry, drives and component selection. Prepare Belt Profile schematic drawings with Bills of Materials summarizing component selection.

   c. Carry out preliminary structural calculations to estimate loads required for foundations design. Prepare preliminary foundation designs and drawings for the purpose of material takeoffs supporting OPC cost estimating.

   d. Update General Arrangement ("GA") drawings to reflect adjustments needed to address any site impediments or issues discovered during Preliminary Design.

   e. Update the Electrical and Controls design, Control Narrative and other documents prepared during the Study to the 30% Design level.

5. The Engineer shall provide Project Management and Administrative Services including:

   a. Manage Engineer's portion of the Project and execution of Deliverables.

   b. Prepare monthly progress reports.

c. Participate in routine conference calls for coordination and status updates with PCCA and stakeholders, as required.

d. Prepare and track Requests for Information ("RFI's").

e. Develop and maintain appropriate Project Controls, Document Control, and general administration of the project, including a Document Register, Action Items and Design Issues List(s).

f. Manage Scope of Service changes, if applicable.

g. Coordination with PCCA and PCCA's other consultants, as applicable. PCCA consultants include:

- Civil/site engineer for the stockyard design and related drainage systems.

6. Visit the Site to review existing conditions and facilities, and to take photos of existing conditions. The Proposal assumes two visits by two representatives of varying disciplines. Issues to investigate include possible electrical relocations (overhead electrical lines and lighting) and miscellaneous site conditions.

7. Advise PCCA of any need for PCCA to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the evaluation of potential solution(s) to Project requirements, and preparation of the Preliminary Design documents.

8. After consultation with PCCA, recommend to PCCA the solution(s) which in Engineer's judgment meet PCCA's requirements for the Project.

9. Review available survey, geotechnical, environmental, permits, historical record drawings, utility records, FEMA maps, and other pertinent available data, as provided by the PCCA. When applicable, contact utility owners to obtain available information. Advise PCCA if additional investigations, studies, tests, professional services, reports, data, information, or other services are necessary to support final design. If applicable, assist PCCA in obtaining such reports, data, information, or services. The following assumptions are made concerning available information:

a. geotechnical investigations. A project-specific geotechnical investigation is required and included as described in Part 2 – Support Services.

b. topographical surveys (A New Survey is Excluded). The Proposal assumes PCCA will deliver a current survey, utility map, and as-built design drawing set from the BD1 Project.

c. utility mapping (Excluded). The Proposal assumes information is available from the BD1 Project.

10. Prepare Preliminary Design Phase documents consisting of the design criteria, basis

of design, applicable preliminary design calculations, preliminary drawings and diagrams of existing and proposed elements, and a written description of the Specific Project. The documents will include a location map, an overall site layout and preliminary site plan, preliminary arrangement drawings and diagrams, assumptions, and a summary of outstanding tasks, information, and/or decisions needed. The key elements and issues will be stated, including the basis and objective(s) of the Project. The preliminary drawings and documents will convey an approximate 30% design level representation of the existing and proposed features that will be the basis for the future detailed design.

11. Prepare a single PDF electronic file of the Preliminary Design Phase documents as described above for interim review.

12. Engineer will update the Opinion of Probable Construction Cost (OPCC) provided in the Study, and when applicable, add the opinion of other significant probable costs related to construction of the project that need to be considered for budgeting, such as third party provider charges for electrical service items such as transformers, costs of third party utility relocations, permitting, etc., with a tabulation of other items and services required to complete the project. The OPCC will generally follow the guidance of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice (RP) 17R-97 with an estimated contingency percentage appropriate to the Preliminary Design.

13. In accordance with the time allotted in the Contract Schedule, furnish the interim review copy of the bookmarked PDF of the bound Preliminary Design Phase deliverables to PCCA, and review them with PCCA. The interim documents for PCCA review shall contain information that is reasonably complete, viable, clearly presented, and accurate enough to provide a basis for the PCCA to make informed decisions on the applicable scope going forward to meet the project objectives. PCCA will submit to Engineer any comments regarding the furnished items within the time established in the Contract Schedule.

14. Meet with PCCA to discuss the review comments and to resolve any follow up questions or exceptions. The Proposal assumes the meeting to discuss the Preliminary Design will be virtual.

15. In accordance with the time allotted in the Contract Schedule, revise the interim Preliminary Design deliverables in response to PCCA's comments, as appropriate, and furnish one single, bookmarked PDF electronic file of the signed and sealed Preliminary Design Phase deliverables to the PCCA. Engineer shall provide written responses to PCCA comments from the interim submittal to indicate how/where the comment has been addressed and shall confirm in writing that PCCA's comments have been addressed or resolved in the sealed Preliminary Design documents.

B. Engineer shall conduct an internal quality control review of all Preliminary Design Phase deliverables for reasonable accuracy, completeness, clarity, and constructability prior to submitting to PCCA for review. The Consultant's review shall be conducted by

senior level professionals with appropriate experience for each discipline of work. Submittals deemed not suitable for distribution due to lack of information, lack of clarity, or significant errors or conflicts will be returned to the Consultant for a revised submittal at no added cost to PCCA or extension to the overall Project schedule. The general basis of a re-submittal request will be provided with the return, but a detailed review will not be conducted on an incomplete submittal.

C. Deliverables for the Preliminary Design Phase include:

1. Completed Submittal Package Transmittal Form to document the deliverables contained in the submittal.

2. Preliminary Design Documents (interim review and final sealed versions) as described above with exhibits and preliminary drawings or layouts as needed to clearly identify key issues and significant existing and proposed elements and options with related costs and recommendations for PCCA consideration prior to proceeding with a detailed final design.

3. Reference documents such as a Geotechnical Report, related reports, historical record drawings, utility records, FEMA maps, etc. Include applicable reference documents and list them in the Table of Contents.

4. Provide responses to interim review comments with the final sealed Preliminary Design Phase deliverables.

5. The anticipated deliverables are summarized in the attached Document Register, Preliminary Design.

D. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to PCCA the revised signed and sealed Preliminary Design Phase deliverables along with written confirmation that PCCA's comments and questions from the interim review have been addressed or resolved within the sealed Report. Engineer is not authorized to proceed to Final Design Phase without notification from PCCA.

A1.02 Final Design Phase

A. Engineer shall:

1. Prepare applicable final design calculations, Drawings, and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by the Equipment Manufacturer(s) and Construction Contractor(s), as applicable.

2. Progress the 30% Design to 100% and prepare Issued for Bid Drawings and Specifications for all project areas suitable for bidding to Contractors as described in the P&C Strategy developed during Preliminary Design.

3. FAST TRACK**:** Due to the critical schedule, and relatively simple nature of the Project, Engineer will advance the Preliminary Design to 90%, bypassing the 60% deliverable stage.

4. Visit the Site as needed to assist in preparing the final Drawings and Specifications. The proposal assumes four additional site visits, one day each.

5. The Engineer shall provide Project Management and Administrative Services including:

   a. Continue PM and Administrative Services as described for the Preliminary Design Phase.

6. Equipment Bid Packages Preparation by the Engineer include:

   a. Prepare Technical Specifications, Scope of Work documents and Bid Breakdown spreadsheets for the mechanical equipment to be bid Design-Build to reputable equipment manufacturers. The 30% Design drawings will be used for bidding.

   b. Anticipated documents are summarized in the attached Document Register, Final Design.

7. Contractor Bid Packages Preparation by the Engineer include:

   a. Prepare Technical Specifications, Scope of Work documents and Bid Breakdown spreadsheets for the following Contractor Bid Packages, which might change based on the P&C Strategy to be developed:

      - Erection of the Materials Handling System and Foundations Construction

      - Electrical Contractor

   b. Contractor Bid Packages will be prepared after the Equipment Package(s) are awarded and the Equipment Supplier(s) provide(s) data necessary to complete Engineer's work.

8. Foundation Design Services by the Engineer include:

   a. Prepare Technical Specifications and preliminary Foundation Design drawings for the RUS vault, tunnel, conveyors and transfer stations based on Engineer's estimated layouts, loads, and site-specific Geotechnical Report. Anticipated documents are summarized in the attached Final Design Document Register.

   b. After equipment award, update and finalize IFC Foundation Design drawings to accommodate the final certified layouts and loads provided by the Equipment Suppliers.

9. Electrical and Controls Design Services by the Engineer include:

a. Prepare Drawings and Specifications. Anticipated documents are summarized in the attached Final Design Document Register.

b. Update the Power analysis previously provided with electrical loads based on the selected material handling supplier horsepower.

c. Update the MCC and VFD one lines as required to obtain updated pricing from electrical equipment bidders

d. Provide Arc Flash report and Arc Flash Labels to be installed when electrical equipment is installed.

e. Prepare the input and outputs devices connected to the programmable logic controller (I/O) list.

10. Detailed Control Panel Design Services by the Engineer include:

a. Provide detailed control panel design Drawings and Specifications to be used for bidding and fabrication of Panels. Anticipated documents are summarized in the attached Final Design Document Register.

11. Programming Design Services. PLC and HMI Programming Services by the Engineer include:

a. Prepare PLC and HMI programs according to the approved Control Narrative and Preliminary Drawings.

b. PLC logic and Screens will be developed to operate new conveyors and other major equipment, interface to major equipment and other miscellaneous equipment.

c. Develop Mode control logic for each motor and actuator.

- Hand-Off-Auto – Local control

d. Develop Alarm logic and history screen for all new equipment alarms.

e. Develop HMI faceplates for each motor and actuator that will allow mode selection, start/stop control, alarm status, ETM, permissive and interlock status.

f. Develop sequential control logic and status screens, security/login faceplate and control, HMI Process Trend Screen, HMI Command, Event and Alarm history Screen.

g. Coordinate with owner during PLC and HMI development.

h. Program Historian to integrate with new PLC and HMI system

i. Configure and program Stratix ethernet Fiber optic network Switches

j. Programming of new historian to interface with the PLC and HMI programs to log process data, Alarm Data, Event and Command data
   - Alarm history
   - Command and Event history
   - Create reports and searches to allow viewing time ranges for troubleshooting
   - Process data history and trends

k. Simulation of the PLC and HMI program to verify proper operation.

l. Development of Factory Acceptance Test Sign off document that identifies all functions and features to be tested.

m. Factory Acceptance Test of the PLC and HMI logic with client participation at InterMat offices or via Teams meeting.

12. Provide technical criteria, written descriptions, and design data for PCCA's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist PCCA in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate. Refer to Exclusions – Engineer to provide technical data to support permit applications only. No allowance is included in this assignment to prepare a permit application package, to attend permit meetings, or to submit or coordinate resolution of comments for any permit.

13. Advise PCCA of any recommended adjustments to the Opinion of Probable Construction Cost (OPCC) and other Opinion of Probable Project Costs related to construction of the project as design progresses. The OPCC should generally follow the guidance of AACE International Recommended Practice (RP) 17R-97 with an estimated contingency percentage appropriate to the applicable design level.

14. Assist PCCA in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

15. Prepare and assemble 90% Design and bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. The 90% submittal shall be essentially complete with the exception of minor, identifiable remaining items. If there are any remaining outstanding issues that need resolution, they must be clearly summarized. Provide Engineer recommendations as appropriate. Engineer shall provide written responses to the PCCA comments and questions from the previous submittal review and shall confirm in writing that the comments and questions have been addressed or resolved in the 90% submittal. Submit electronic files of the 90%

deliverables to the PCCA for interim review in accordance with the Contract Schedule. Deliverables for the 90% Design Submittal include:

a. Completed Submittal Package Transmittal Form to document the deliverables contained in the 90% submittal.

b. Completed Consultant Design Submittal Summary Form.

c. 90% OPCC in the format of the Bid Breakdown (PDF and Excel).

d. 90% Drawings for interim review (PDF) with related CAD files. Flatten and size PDF for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

16. Basis of Design, Summary of Design Criteria, Computer Models (as applicable to the scope - any required Basis of Design, Summary of Design Criteria must be neatly organized into single PDF documents, sealed, and included with the 90% submittals if not previously sealed and submitted).

a. Table of Contents with proposed Technical Specifications in PCCA required format (single PDF with bookmarked Sections).

b. Reference documents such as the Geotechnical Report, related historical record drawings, utility and pipeline records, USACE Permit, etc. (if applicable and not previously submitted).

c. Written responses to PCCA review comments and questions on the previous submittal, indicating the actions that have been taken to address the comments in the 90% submittal and confirming that all comments have been addressed in the submittal or resolved with the PCCA Project Manager prior to the 90% submittal.

17. Meet with Authority if needed to discuss the review comments and to resolve any follow up questions or exceptions. The Proposal assumes the 90% design meeting will be virtual.

18. In accordance with the Contract Schedule, furnish for review by PCCA an unsealed prefinal PDF version of the prefinal Drawings and Specifications, assembled drafts of other Construction Contract Documents, draft bidding related documents (or requests for proposals or other construction procurement documents), and any other prefinal draft documents and review them with the PCCA. Engineer shall provide written responses to PCCA's comments from the 90% review and confirm in writing that PCCA's comments and any outstanding items have been addressed or resolved in the prefinal documents. The unsealed prefinal documents shall be essentially complete.

19. Within the time required by the Contract Schedule, PCCA will provide Engineer with any comments regarding the furnished prefinal items, and any instructions for

revisions for the final documents that are to be sealed by a Registered Professional Engineer licensed to practice in the State of Texas. The Drawings and Specifications shall not be sealed prior to receipt of confirmation from the PCCA that they have been generally reviewed and deemed acceptable for finalizing.

20. In accordance with the Contract Schedule and upon receipt of PCCA's comments on the unsealed prefinal documents, revise the Drawings and Specifications, assembled drafts of other Construction Contract Documents, the bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with instructions from the PCCA, as appropriate, and submit the required electronic files of sealed final documents to PCCA. Deliverables for the sealed final documents include:

    a. Completed Submittal Package Transmittal form to document the deliverables contained in the final, sealed submittal.

    b. Completed Consultant Design Submittal Summary form.

    c. OPCC in the format of the Bid Breakdown (PDF and Excel).

    d. Sealed Drawings for bid issue (PDF). Flatten and size for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

    e. Bound CAD files in contemporary AutoCAD version (less than five years old) to match the sealed PDF Drawings.

    f. Technical Specifications and sealed Table of Contents (Word and PDF with bookmarked Sections) in required PCCA format.

    g. Submittal log and product cut sheets. The submittal log shall reference the applicable section and paragraph number and the item to be submitted. The product cut sheets shall be current for all products, equipment, fixtures, hardware, concrete additives, etc. that are specified by product name either on the drawings or in the specifications.

    h. Reference documents such as a Geotechnical Report, related historical record drawings, utility records, or USACE Permit (if applicable and not previously submitted).

    i. Written responses to PCCA review comments (if any) on the prefinal documents, indicating the actions that have been taken to address the comments and confirming that all comments have been addressed in the sealed documents or resolved with the PCCA Project Manager prior to sealing.

B. Engineer shall conduct an internal quality control review of all Final Design Phase deliverables for reasonable accuracy, completeness, clarity, and constructability prior to

submitting to PCCA for review. The Consultant's review shall be conducted by senior level professionals with appropriate experience for each discipline of work. Submittals deemed not suitable for distribution or issue due to lack of information, lack of clarity, or significant errors or conflicts will be returned to Consultant for a revised submittal at no added cost to PCCA or extension to the overall Project schedule. The general basis of a re-submittal request will be provided with the return, but a detailed review will not be conducted on an incomplete submittal.

C. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to PCCA the final signed and sealed Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables to the satisfaction of PCCA, including a copy of final AutoCAD drawings, applicable Word and bookmarked PDF files, and written confirmation that all PCCA comments have been addressed or resolved.

D. EXCLUSIONS. The following activities and all work associated with these activities are excluded:

1. Demolition and Site Clearing

2. Civil/Sitework (Stockyard rehabilitation, drainage and stormwater systems, new roads, new loop track and related sitework for the loop track)

3. Fire Detection and Protection Systems.

4. Excludes design of any washdown water or stormwater collection and delivery systems from any part of the Project to pond(s), tanks or treatment facilities by others.

5. All work associated with permitting and environmental activities.

6. No allowance is included in this assignment to prepare a permit application package, to attend permit meetings, or to submit or coordinate resolution of comments for any permit.

A1.03 Bidding or Proposal Negotiating Phase

A. Upon request by PCCA, Engineer shall provide the following Bidding or Proposal Negotiating Phase services. These services are not to be invoiced except for services which are specifically requested. If requested by PCCA, Engineer shall:

1. Attend pre-bid conference and provide a presentation of the technical aspect of the project as requested by the PCCA.

2. Prepare Addenda information as appropriate, and as requested by PCCA, to clarify, correct, or change the issued documents.

3. Assist PCCA in evaluating bids or proposals.

4. Provide information or technical assistance as requested by PCCA during any review of bids or proposals, or negotiations with prospective construction contractors.

5. Consult with PCCA as to the qualifications and experience of prospective contractors.

6. Consult with PCCA as to the qualifications and experience of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

7. Evaluate and provide a recommendation on the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.

B. Within five business days of the bid opening, Engineer shall prepare and submit a PDF of the Conformed Technical Specifications and Conformed Drawings incorporating the addenda issued during the Bid Phase. The phrase 'CONFORMED SPECIFICATIONS' with the date shall be added adjacent to the Engineer's seal on the specifications Table of Contents and on the first page of each modified specification. The phrase 'CONFORMED DRAWING' with the date shall be added adjacent to the Engineer's seal on the Cover Sheet, and the title block of each modified sheet (i.e., each addenda sheet) shall be marked 'Conformed Drawing' and shall be sealed by a registered Professional Engineer licensed to practice in the State of Texas. The addenda issued information shall remain intact. The conformed drawings shall not be otherwise altered from the bid and addenda issues.

C. The Bidding or Proposal Negotiating Phase will be considered complete upon award of construction contract, or upon written notice of completion from PCCA in the event a construction contract is not awarded.

A1.04 Construction Phase

A. To support general construction administration (not to be interpreted as Project Representative), upon request by PCCA the Engineer shall provide the following Construction Phase services. These services are not to be invoiced except for services which are specifically requested. If requested by PCCA, Engineer shall:

1. Selection of Independent Testing Laboratory: Assist PCCA in the selection of an independent testing laboratory to perform the testing services identified in the contract documents.

2. Pre-Construction Conference: Participate in a pre-construction conference prior to

commencement of Work at the Site.

The Proposal assumes the following Pre-Construction Conference Site Visits:

- Landside Construction Package (foundations and electrical). Assumes two (2) persons, one day on site, one flying, and one from Houston. Additional persons will participate remotely.

- Conveyor System Erection Contract. Assumes two (2) persons from Houston. Others will participate remotely.

3. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

4. Baselines and Benchmarks: As appropriate, establish construction baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

5. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

   a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep PCCA informed of the progress of the Work.

      The Proposal assumes the following Site Visits:

      - One (1) shop visit to a US domestic fabrication shop to review equipment fabrication progress. Assumes equipment supplier will fabricate in the US. Assumes one person from Houston.

      - One (1) site visit during erection of the mechanical system. Assumes one person from Houston.

      - One (1) site visit during foundation construction. Assumes one person from Houston.

      - Two (2) site visits during electrical construction. Assumes one flying and one from the Houston area.

      - Perform Equipment System Punch List walkthrough. Assumes one (1) person, one to two days on site, both from the Houston area.

b. The purpose of Engineer's visits to the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for PCCA a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

6. Defective Work: Recommend rejection of Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to PCCA regarding whether Contractor should correct such Work or remove and replace such Work, or whether PCCA should consider accepting such Work as provided in the Construction Contract Documents.

7. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform PCCA of such incompatibility, and provide recommendations for addressing such Work.

8. Clarifications and Interpretations: Respond to questions concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation - RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted to PCCA.

9. Change Orders and Work Change Directives: Review and provide recommendation(s) for action to the PCCA regarding Change Orders and Work Change Directives, as appropriate. Prepare related drawing revisions if requested by PCCA.

10. Differing Site Conditions: Respond to any notice from Contractor of differing site

conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for PCCA's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

11. Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

12. Substitutes and "or-equal": Evaluate and provide a recommendation on the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

13. Inspections and Tests:

    a. Review certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. Pursuant to the terms of the Construction Contract, recommend additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

14. Change Proposals, Value Engineering Proposals, and Claims: Review duly submitted Construction Contractor's request for Change Proposal (Contractor's proposal for a Change Order) or Contractor's Value Engineering Proposal, and within 30 calendar days after receipt of the Contractor's supporting data, provide recommendation to either deny the Change Proposal or Value Engineering Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to PCCA and Contractor. If the Change Proposal or Value Engineering Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties of such. Provide information or data to PCCA regarding engineering or technical matters pertaining to Claims.

15. Applications for Payment: Review Contractor's applications for payment and provide PCCA with a recommendation to pay, partially pay, or request a revised pay application.

16. Contractor's Completion Documents: Review maintenance and operating instructions, schedules, guarantees, certificates of inspection, tests and approvals, and Submittals, Shop Drawings, Samples, and other data submitted by Contractor. Review Contractor's redline drawings and as-built records and prepare and submit Record Drawings to PCCA as further described below.

17. Substantial Completion: In company with PCCA and Contractor, visit the Site to review the Work and determine if there are any apparent defects or if Project is substantially complete. Follow the procedures in the Construction Contract regarding development of defects or punch list and submit to PCCA recommendations for replacement or correction of defective work, if any, and punch list items to be completed. Assist PCCA regarding any remaining engineering or technical matters affecting PCCA's use or occupancy of the Work following Substantial Completion.

18. Final Notice of Acceptability of the Work: Conduct a final visit to the Project site to determine if the Work, including punch list items, is complete and acceptable for the Engineer to recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to PCCA that the Work is acceptable.

B. Record Drawings: Prepare Record Drawings from Contractor's as-built records (Contractor's red-line markups) and furnish the digital Record Drawings to PCCA in PDF and with bound AutoCAD files (Civil 3D required for Civil discipline) to match the PDF within 30 calendar days of receipt of Contractor's as-builts. Supplement Record Drawings with information regarding the completed Project, site, and immediate adjacent areas if obtained by Engineer from field observations, PCCA, utility companies, and other reliable sources. The Record Drawings shall:

1. identify the original engineer, license number, and seal date;

2. identify the firm, firm number, and location of the original sealed drawings;

3. identify the change(s) and revised alignments of existing and proposed features;

4. include a note on each sheet in place of the original seal with information on the original seal and seal date;

5. be identified as such in a note on each sheet; and

6. be prepared using a contemporary (less than five years old) version of AutoCAD. CAD files shall be in accordance with the CAD file requirements described above for the Construction Drawings.

PART 2 – SUPPORT SERVICES

A2.01 Support Services Required to be Listed in the Contract

A. Support Services for this Contract include:

1. Topographic Survey: Survey and as-built construction drawings to be provided by PCCA from recent prior projects in the Project area.

2. Geotechnical Report: Provide a sealed Geotechnical Report based on Engineer's recommended geotechnical investigations and geotechnical recommendations needed for design and/or construction.

   a. Engineer shall develop a Geotechnical Scope of Work in Preliminary Design.

   b. The Proposal Fee assumes the geotechnical work required for this Project will be added to the geotechnical work required for the Rail Dump project, reducing the geotechnical cost for this Project.

   c. The sealed Geotechnical Report shall be provided with the deliverables in the Preliminary Design Phase.

3. Commissioning Services: Provide commissioning services to include:

   a. Develop a Commissioning Sign off document in collaboration with the Equipment Supplier that identifies all functions and features to be tested.

   b. Provide manpower to commission PLC and HMI system. It is expected that contractor wiring of field devices and control panels is accurate and has been verified and tested prior to Engineer arrival to site.

   c. Perform the following Commissioning efforts after the new equipment is installed:

      - One week of site time with 2 programmers to verify the installation wiring and function of new equipment and devices

   d. Assist PCCA in training PCCA's staff to operate and maintain Project equipment and systems within the Engineer's Scope of responsibility. The Equipment Supplier shall provide training for their equipment supply.

      Prepare operation and maintenance ("O&M") manuals for equipment within the Engineer's Scope of responsibility. The Equipment Supplier shall provide O&M manuals for their equipment supply.

SERVICE ORDER
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 25-06

PROJECT NAME: Bulk Dock 2 Shiploader and Conveyance Repairs
PROJECT NO. 23-032D
SERVICE ORDER NO. 5
COMMENCEMENT DATE: May 20, 2025

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and InterMat LLC ("**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. **25-06** 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 Project described below.

1. Description of Project:

This Project generally includes Bid Phase and Construction Phase services supporting PCCA Project No. 23-032D, BMT Repairs. The Engineer previously prepared Structural, Mechanical and Electrical (landside work) Repair Plan plans and specifications for bidding under a separate contract as a sub-consultant to Lloyd Engineering Inc. ("LEI") (the "Repair Package").

2. Services of Engineer (Scope of Services)

A. The specific Basic Services to be provided or furnished by Engineer under this Service Order are set forth in "Part 1 - Basic Services" of **Exhibit A**, "Standard Language for *Engineer's Services*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

B. The specific Support Services to be provided or furnished by Engineer under this Service Order are set forth in "Part 2 - Support Services" of **Exhibit A**, "Standard Language for *Engineer's Services*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

C. Engineering-based documents submitted under this Service Order shall include the responsible Engineer's identification and release note on documents submitted for interim review and the Engineer's seal on final documents. This includes bound or unbound engineering-based reports, studies, master plans, design basis, criteria, and calculations, quantity estimates, cost opinions, drawings, technical specifications,

addendums, change orders, and any other engineering-based document on which the PCCA will rely on for significant decisions, planning, and/or construction. If there is more than one responsible engineer, the respective responsibilities must be noted accordingly.

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:

ACTION	ALLOTTED CAL. DAYS	DUE ON OR BEFORE
PCCA Commencement Date	-	5/21/2025
• **Engineer – Preliminary Report Submittal**	**30**	**6/20/2025**
PCCA Team Review	14	7/4/2025
• **Engineer – Shiploader Bid Docs**	**7**	**7/11/2025**
PCCA Team Review	7	7/18/2025
• **Engineer - 90% Design Submittal**	**28**	**8/15/2025**
PCCA Team Review	14	8/29/2025
• **Engineer - Unsealed Design Documents To Pm**	**14**	**9/12/2025**
PCCA Team Review	10	9/22/2025
• **Engineer - Final Sealed Documents Submittal**	**7**	**9/29/2025**

This Service Order will expire on November 30, 2026.

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

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.

The Ceiling Price for this Service Order is $ 663,060.00.

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

[Method of Compensation Table on next page]

SERVICE	NOT TO EXCEED AMOUNT
BASIC SERVICES:	
Preliminary Design Phase	$ 107,595.00
Final Design Phase	$ 230,320.00
Bid Phase	$ 25,320.00
Construction Phase	$ 132,930.00
Subtotal, Basic Services	**$ 496,165.00**
SUPPORT SERVICES:	
Commissioning	$ 126,645.00
Belly Pack & PLC Equipment	$ 40,250.00
Subtotal, Support Services	$ 166,895.00
SUMMARY OF FEES:	
Basic Services Fee	**$ 496,165.00**
Support Services Fee	$ **166,895.00**
TOTAL CONTRACT NOT TO EXCEED FEE AMOUNT	**$ 663,060.00**

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

6. **Consultants/Subconsultants retained or that will be retained as of the Commencement Date of the Service Order:** Not Applicable.

7. **Other Modifications to the Agreement or the Exhibits to the Agreement:** Not Applicable.

8. **Insurance Requirements:**

   Engineer shall maintain the insurance coverage described in Section 11.02 of the Agreement for as long as Engineer is providing services under this Service Order.

9. **Exhibits or Attachments to this Service Order:**

   Exhibit A – Engineer's Services for Service Order

10. **Documents (other than the Agreement) Incorporated by Reference:** Not Applicable.

11. **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.

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: Kent Britton

Title: Chief Executive Officer

Date Signed: _____

Address for giving notice:
Attention: Director of Engineering Services
400 Harbor Drive
Corpus Christi, Texas 78401

PCCA's Designated Representative:

Natasha Fudge, P.E.

Title: Director of Engineering Services

Phone Number: (361) 885-6686

Email: Natasha@pocca.com

PCCA's Project Manager:

Amelie Arvin P.E.

Title: Project Engineer

Phone Number: (361) 779-7592

Email: aarvin@pocca.com

Engineer:

InterMat LLC

By: _____

Name: Neil Waguespack

Title: Principal

Date Signed: _____

Address for giving notice:
3500 N. Causeway Blvd Suite 136
Metairie, LA 70002

Engineer's Designated Representative:

Greg Douglas

Title: Principal

Phone Number: (504) 273-7097 x 701

Email: gregdouglas@intermatll.com

Note: Engineer must copy engadmin@pocca.com on all contract-related notices and general correspondences, Service Order invoices, and deliverables.

EXHIBIT A

ENGINEER'S SCOPE OF SERVICES

This Project generally includes Bid Phase and Construction Phase services supporting PCCA Project No. 23-032D, BMT Repairs. The Engineer previously prepared Structural, Mechanical and Electrical (landside work) Repair Plan plans and specifications for bidding under a separate contract as a sub-consultant to Lloyd Engineering Inc. ("LEI") (the "Repair Package").

In addition to the repairs previously identified, PCCA requested the existing shiploader electrical and controls system be replaced, and the shiploader be equipped with a new remote control "belly pack". This new work is to be added to the Repair Package.

The shiploader Electrical, Controls, and Programming replacement portion of this project generally includes electrical design, controls design, programming and commissioning services for a rebuilt ship loader electrical and control system. The electrical system replacement project will include the following major components and efforts.

1. Prefabricated electrical room ("prefab ER") with 15 kV Switch, 15x480 VAC transformer, Motor control center (MCC), Drives, programable logic controller (PLC) panel, power and Lighting panels installed and prewired in a container or custom-built electrical room. The room will be mounted next to the existing room. Structural design will be required to determine additional structural enhancements required to support the new room.
2. Remote-control ship loading control system ("Belly Pack") for the existing ship loader on Bulk Dock 2. The Engineer's Scope includes the Supply of the belly pack, PLC programming laptop with software installed and Input/Output (I/O) cards.
3. Operator station located in the exiting office space on the ship loader adjacent to the existing ship loader. The operator station will include an human machine interface (HMI), push buttons, joysticks and indicators to control and monitor the ship loader operation. The operation station will include cameras located at various locations to allow monitoring equipment and loading operation.
4. Design of new conduit and wire system to replace the existing motor feeder conduit and wire, control device conduit and wire and lighting conduit and wire.
5. A 3D model of the ship loader will be developed to support integration of the new electrical room and specify conduit routing details.
6. Programming and commissioning of the new PLC, HMI's, and Belly Pack. Simulation of the logic will be performed for the POCC to approve the operation prior to commissioning.
7. Items not included.
    a. Replacement of all motors
    b. Replacement of all field devices unless identified during the preliminary site visit.

The Engineer's scope of services for this Project is described below.

PART 1 - BASIC SERVICES

A1.01 Preliminary Design Phase

Structural, Mechanical and Electrical (landside work) Repair Package previously completed under separate contract with LEI. Added Preliminary Design Phase Services for the ship loader Electrical and Control system redesign and programming are summarized below.

A. Engineer shall:

1. Attend a Project kick-off meeting to review the general scope of work, objectives, and key elements of the Project, including anticipated budget and schedule. The Proposal assumes three representatives will attend the kick-off meeting in person, and others will attend virtually.

2. Develop a 3D model of the ship loader that can be used to locate the electrical room and new conduit installation. Approximately 80 hours have been included to provide a basic layout for conduit routing.

3. Visit the Site to obtain information needed to verify equipment details and develop as built drawings of the existing electrical system including conduit routing, device locations, lighting locations. During the site visit the team shall observe the Ship loader operation to confirm Belly Pack functions and features. Approximately 80 hours have been included.

   a. The Operations team will exercise the ship loader and confirm all field devices are operational. Any devices missing or not operational will be identified for replacement.

4. A structural site visit will be required to evaluate the existing e-room support structure and design the necessary structural supports for adding the new electrical room.

5. Develop Flow schematic and device list of existing system.

6. Develop a preliminary control narrative to define the following.

   a. PLC and HMI operation and functions.

   b. Ship loader operation and functions of each component.

   c. Identification of field device location and function on the current ship loader and discussion of additional features such as anti-collision radar.

   d. Document operator control station and belly pack functions.

7. Develop plan to identify locations of cameras.

8. Provide lighting illumination level drawing.

9. Identify belly pack to be used and review with the POCC to align on features and manufacturer. Radio transmitter and radio frequencies will be clarified.

10. Perform a power analysis study including a load analysis short circuit analysis and arc flash study to identify requirements for the 15 kV switch, 15 kV x 480 V Transformer, MCC and miscellaneous electrical components.

11. Develop one line diagram and electrical room layout.

12. Develop I/O list and Network Block diagram

13. Prepare bid documents to obtain pricing on long lead items including the 15 kV switch, 15 kV x 480 V Transformer, MCC, DC Drives, and prefab ER.

14. Structural Design Services

    a. Site Visit to evaluate the location for prefab ER and the necessary structures to support it.

    b. Preliminary design of support for a new prefab ER mounted inside the shiploader bridge with a walkway around.

15. Prepare a Class 4, budgetary Opinion of Probable Construction Cost (OPCC). To support the OPCC, Engineer shall:

    a. Develop the scope of work and preliminary drawings to obtain budgetary contractor installation for the ship loader electrical equipment and installation costs including the belly pack.

B. Engineer shall conduct an internal quality control review of all Preliminary Design Phase deliverables for reasonable accuracy, completeness, clarity, and constructability prior to submitting to PCCA for review. The Consultant's review shall be conducted by senior level professionals with appropriate experience for each discipline of work. Submittals deemed not suitable for distribution due to lack of information, lack of clarity, or significant errors or conflicts will be returned to the Consultant for a revised submittal at no added cost to PCCA or extension to the overall Project schedule. The general basis of a re-submittal request will be provided with the return, but a detailed review will not be conducted on an incomplete submittal.

C. Deliverables for the Preliminary Design Phase include:

1. 15 kV switch, 15 kV x 480 V Transformer, MCC, DC Drives, and prefab ER, and Belly Pack Specification

2. 3 D model of ship loader

3. Structural calculations for new electrical room supports

4. Plan drawing showing component locations and conduit routing

5. Control Narrative

6. Electrical flow schematic and device list identifying existing and new components.

7. One line diagram

8. Electrical room layout

9. Class 4 OPCC. The accuracy of the OPC will be -30% to +50%

D. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to PCCA the Preliminary Design Phase deliverables. Engineer is not authorized to proceed to Final Design Phase without notification from PCCA.

A1.02 Final Design Phase

Structural, Mechanical and Electrical (landside work) Repair Package previously completed under separate contract with LEI. Added Final Design Phase Services for the ship loader Electrical and Control system redesign and programming are summarized below.

A. Engineer shall:

1. Prepare applicable final design calculations, Drawings, and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by the Equipment Manufacturer(s) and Construction Contractor(s), as applicable.

2. Progress the 30% Design to 100% and prepare Issued for Bid Drawings and Specifications for all project areas suitable for bidding to Contractors as described in the P&C Strategy developed during Preliminary Design.

3. Develop Detailed Drawings for bidding to obtain competitive contractor pricing for the prefab ER, electrical equipment and installation costs including the belly pack.

4. Structural Design Services

   a. Design of structural support for a new prefab ER.

   b. Calculations and Specifications.

   c. Grating, guardrail and connection details.

5. Electrical and Controls Design Services by the Engineer include:

   a. Prepare Drawings and Specifications. Anticipated documents are summarized in the attached Final Design Document Register.

   b. Update the MCC and VFD one lines as required to obtain updated pricing from electrical contractor bidders.

   c. Provide Arc Flash report and Arc Flash Labels to be installed when electrical equipment is installed.

   d. Prepare conduit block diagram and cross section details of conduit routing and supports.

   e. Lighting and power panel schedules.

   f. Camera plan drawing.

   g. Lighting protection specification.

   h. 3 D model or Plan drawing of Ship loader detailing conduit route and equipment locations.

   i. Belly Pack function drawing.

6. Detailed Control Panel Design by the Engineer include:

   a. Provide detailed control panel design Drawings and Specifications to be used for bidding and fabrication of Panels. Anticipated documents are summarized in the attached Final Design Document Register.

7. Programming Design Services. PLC and HMI Programming by the Engineer include:

   a. Prepare PLC and HMI programs according to the approved Control Narrative and Preliminary Drawings.

   b. PLC logic and Screens will be developed to operate ship loader equipment.

   c. Develop Mode control logic for each motor and actuator.

      - Hand-Off-Auto – Local control

   d. Develop Alarm logic and history screen for all new equipment alarms.

   e. Develop HMI faceplates for each motor and actuator to allow mode selection, start/stop control, alarm status, ETM, permissive, and interlock status.

f. Develop sequential control logic and status screens, security/login faceplate and control, HMI Process Trend Screen, HMI Command, Event and Alarm history Screen.

g. Coordinate with owner during PLC and HMI development.

h. Program Historian to integrate with new PLC and HMI system.

i. Configure and program Stratix ethernet Fiber optic network Switches.

j. Programming of the new historian to interface with the PLC and HMI programs to log process data, Alarm Data, Event and Command data.

- Alarm history.
- Command and Event history.
- Create reports and searches to allow viewing time ranges for troubleshooting.
- Process data history and trends.

k. Simulation of the PLC and HMI program to verify proper operation.

l. Development of Factory Acceptance Test Sign off document that identifies all functions and features to be tested.

m. Factory Acceptance Test of the PLC and HMI logic with client participation at InterMat offices or via Teams meeting.

8. Develop a Contractor Installation Scope of Work

9. Advise PCCA of any recommended adjustments to the OPCC and other Opinion of Probable Project Costs related to construction of the project as design progresses.

10. Assist PCCA in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

11. The Proposal assumes the Final Engineering package for Contractor Installation will be executed on a Fast-Track basis and thus will not include the traditional 30% / 90% / Prefinal and Final deliverables. The engineer will submit one unsealed prefinal package for PCCA review.

12. In accordance with the Contract Schedule and upon receipt of PCCA's comments on the unsealed prefinal documents, revise the Drawings and Specifications, assembled drafts of other Construction Contract Documents, the bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with instructions from the PCCA, as appropriate, and submit the required electronic files

of sealed final documents to PCCA. Deliverables for the sealed final documents include:

a. Completed Submittal Package Transmittal form to document the deliverables contained in the final, sealed submittal.

b. Completed Consultant Design Submittal Summary form.

c. OPCC in the format of the Bid Breakdown (PDF and Excel).

d. Sealed Drawings for bid issue (PDF). Flatten and size for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

e. Bound CAD files in contemporary AutoCAD version (less than five years old) to match the sealed PDF Drawings.

f. Technical Specifications and sealed Table of Contents (Word and PDF with bookmarked Sections) in required PCCA format.

g. Submittal log and product cut sheets. The submittal log shall reference the applicable section and paragraph number and the item to be submitted. The product cut sheets shall be current for all products, equipment, fixtures, hardware, concrete additives, etc. that are specified by product name either on the drawings or in the specifications.

h. Written responses to PCCA review comments (if any) on the prefinal documents, indicating the actions that have been taken to address the comments and confirming that all comments have been addressed in the sealed documents or resolved with the PCCA Project Manager prior to sealing.

B. Engineer shall conduct an internal quality control review of all Final Design Phase deliverables for reasonable accuracy, completeness, clarity, and constructability prior to submitting to PCCA for review. The Consultant's review shall be conducted by senior level professionals with appropriate experience for each discipline of work. Submittals deemed not suitable for distribution or issue due to lack of information, lack of clarity, or significant errors or conflicts will be returned to Consultant for a revised submittal at no added cost to PCCA or extension to the overall Project schedule. The general basis of a re-submittal request will be provided with the return, but a detailed review will not be conducted on an incomplete submittal.

C. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to PCCA the final signed and sealed Drawings and Specifications, design calculations, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables to the satisfaction of PCCA, including a copy of final AutoCAD drawings, applicable Word and bookmarked PDF files, and written confirmation that all PCCA comments have been addressed or resolved.

A1.03 Bidding or Proposal Negotiating Phase

A. Upon request by PCCA, Engineer shall provide up to 130 engineering service hours toward the following Bidding or Proposal Negotiating Phase services. These service hours are not to be invoiced except for services which are specifically requested. If requested by PCCA (and within the service hour limit), Engineer shall:

1. Attend pre-bid conference and provide a presentation of the technical aspect of the project as requested by the PCCA.

2. Prepare Addenda information as appropriate, and as requested by PCCA, to clarify, correct, or change the issued documents.

3. Assist PCCA in evaluating bids or proposals.

4. Provide information or technical assistance as requested by PCCA during any review of bids or proposals, or negotiations with prospective construction contractors.

5. Consult with PCCA as to the qualifications and experience of prospective contractors.

6. Consult with PCCA as to the qualifications and experience of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

7. Evaluate and provide a recommendation on the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.

B. Within five business days of the bid opening, Engineer shall prepare and submit a PDF of the Conformed Technical Specifications and Conformed Drawings incorporating the addenda issued during the Bid Phase. The phrase ‘CONFORMED SPECIFICATIONS’ with the date shall be added adjacent to the Engineer’s seal on the specifications Table of Contents and on the first page of each modified specification. The phrase ‘CONFORMED DRAWING’ with the date shall be added adjacent to the Engineer’s seal on the Cover Sheet, and the title block of each modified sheet (i.e., each addenda sheet) shall be marked ‘Conformed Drawing’ and shall be sealed by a registered Professional Engineer licensed to practice in the State of Texas. The addenda issued information shall remain intact. The conformed drawings shall not be otherwise altered from the bid and addenda issues.

C. The Bidding or Proposal Negotiating Phase will be considered complete upon award of construction contract, or upon written notice of completion from PCCA in the event a construction contract is not awarded.

A1.04 Construction Phase

A. To support general construction administration (not to be interpreted as Project Representative), upon request by PCCA the Engineer shall provide up to 770 engineering service hours toward the following Construction Phase services. These service hours are not to be invoiced except for services which are specifically requested. If requested by PCCA (and within the service hour limit), Engineer shall:

1. Selection of Independent Testing Laboratory: (Not Applicable)

2. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.

3. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

4. Baselines and Benchmarks: As appropriate, establish construction baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

5. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

   a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep PCCA informed of the progress of the Work.

      - The anticipated intervals are: One site visit every two weeks for electrical landside repair work and one site visit every two weeks for structural/mechanical repair work, staggered such that a representative of the Engineer will visit the site once each week to observe the work. Electrical will also make additional site visits during the course of the electrical ship loader repair effort for conduit and wiring rework. It is estimated that there will be 3 additional site visits to support the electrical ship loader repair effort. Each visit is for two days on site, two night stay with 4 hours travel each way (24 hrs. total). The assumed duration is a 45-calendar day shut-down window, or six weeks, six visits.

- One fabrication shop visit to observe progress on fabrications required for the Repair Plan. Assume one person, one day local travel within the Houston area.

b. The purpose of Engineer's visits to the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for PCCA a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

6. Defective Work: Recommend rejection of Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to PCCA regarding whether Contractor should correct such Work or remove and replace such Work, or whether PCCA should consider accepting such Work as provided in the Construction Contract Documents.

7. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform PCCA of such incompatibility, and provide recommendations for addressing such Work.

8. Clarifications and Interpretations: Respond to questions concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation - RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted to PCCA.

9. Change Orders and Work Change Directives: Review and provide recommendation(s) for action to the PCCA regarding Change Orders and Work

Change Directives, as appropriate. Prepare related drawing revisions if requested by PCCA.

10. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for PCCA's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

11. Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

12. Substitutes and "or-equal": Evaluate and provide a recommendation on the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

13. Inspections and Tests:

    a. Review certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. Pursuant to the terms of the Construction Contract, recommend additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

14. Change Proposals, Value Engineering Proposals, and Claims: Review duly submitted Construction Contractor's request for Change Proposal (Contractor's proposal for a Change Order) or Contractor's Value Engineering Proposal, and within 30 calendar days after receipt of the Contractor's supporting data, provide recommendation to either deny the Change Proposal or Value Engineering Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to PCCA and Contractor. If the Change Proposal or Value Engineering Proposal does not involve the design (as set forth in

the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties of such. Provide information or data to PCCA regarding engineering or technical matters pertaining to Claims.

15. Applications for Payment: Review Contractor's applications for payment and provide PCCA with a recommendation to pay, partially pay, or request a revised pay application.

16. Contractor's Completion Documents: Review maintenance and operating instructions, schedules, guarantees, certificates of inspection, tests and approvals, and Submittals, Shop Drawings, Samples, and other data submitted by Contractor. Review Contractor's redline drawings and as-built records and prepare and submit Record Drawings to PCCA as further described below.

17. Substantial Completion: In company with PCCA and Contractor, visit the Site to review the Work and determine if there are any apparent defects or if Project is substantially complete. Follow the procedures in the Construction Contract regarding development of defects or punch list and submit to PCCA recommendations for replacement or correction of defective work, if any, and punch list items to be completed. Assist PCCA regarding any remaining engineering or technical matters affecting PCCA's use or occupancy of the Work following Substantial Completion.

18. Final Notice of Acceptability of the Work: Conduct a final visit to the Project site to determine if the Work, including punch list items, is complete and acceptable for the Engineer to recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to PCCA that the Work is acceptable.

B. Record Drawings: Prepare Record Drawings from Contractor's as-built records (Contractor's red-line markups) and furnish the digital Record Drawings to PCCA in PDF and with bound AutoCAD files (Civil 3D required for Civil discipline) to match the PDF within 30 calendar days of receipt of Contractor's as-builts. Supplement Record Drawings with information regarding the completed Project, site, and immediate adjacent areas if obtained by Engineer from field observations, PCCA, utility companies, and other reliable sources. The Record Drawings shall:

1. identify the original engineer, license number, and seal date;

2. identify the firm, firm number, and location of the original sealed drawings;

3. identify the change(s) and revised alignments of existing and proposed features;

4. include a note on each sheet in place of the original seal with information on the original seal and seal date;

5. be identified as such in a note on each sheet; and

6. be prepared using a contemporary (less than five years old) version of AutoCAD. CAD files shall be in accordance with the CAD file requirements described above for the Construction Drawings.

PART 2 – SUPPORT SERVICES

A2.01 Support Services Required to be Listed in the Contract

A. Support Services for this Contract include:

1. Commissioning Services: Provide commissioning services for the new automated ship loader and belly pack to include:

   a. Assist PCCA in connection with the adjusting of Specific Project equipment and systems (such as initial startup, testing, and balancing). Engineer shall provide startup and commissioning services to test the ship loader operation from the PLC and HMI.

      i. Pre-commissioning installation and wiring checkout

         - 170 manhours (2 people, 1 week) have been included for this task.

      ii. Dry Commissioning

         - 250 manhours (2 people, 2 weeks) have been included for this task with the assistance of a POCC maintenance person.

      iii. Wet Commissioning and loading of vessels

         - 85 manhours (1 person, 2 weeks) have been included for this task.

   b. Assist PCCA in training PCCA's staff to operate and maintain Specific Project equipment and systems.

   c. Prepare operation and maintenance manuals.

   d. Assist PCCA in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.

2. Equipment Supply (belly pack and programming software):

   a. Provide PLC programming laptop with software installed.

   b. Provide Belly Pack to Contractor.

   c. Provide PLC I/O cards to Contractor.

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of May 20, 2025

DATE:	May 20, 2025
TO:	Port Commission
FROM:	Natasha Fudge, P.E. Director of Engineering Services
ANTICIPATED STAFF PRESENTER:	Leo Veloz, EIT Associate Project Engineer

Award a purchase contract to Russell Marine, LLC in the amount of $699,512 (of which $139,902 is the PCCA cost-share), based on proposals received on April 24, 2025, for the Oil Dock 3 Pedestal-Mounted Hydraulic Marine Crane Project, funded by MARAD Port Infrastructure Development Program grant.

SUMMARY: Staff recommends the award of a purchase contract to Russell Marine, LLC in the amount of $699,512 (of which $139,902 is the PCCA cost-share), which includes the base proposal cost of 669,512 and an allowance of $30,000 for unforeseen construction incidentals, based on proposals received on April 24, 2025, for the Oil Dock 3 Pedestal-Mounted Hydraulic Marine Crane Project, funded by MARAD Port Infrastructure Development Program grant.

BACKGROUND: The Avery Point Terminal, located midway along the PCCA's Inner Harbor, encompasses PCCA's busiest public docks. These docks service Valero, ONEOK (formerly Magellan), and Citgo. Oil Dock 3 (OD3), on the east side of Avery Point, is utilized by all three current Avery Point customers and can accommodate two barges in its current layout. The current expansion project will double barge berth capacity at OD3 to four berths and allow approximately 90% of Avery Point's barge calls to berth at OD3, resulting in a theoretical increase of 44% capacity at Oil Docks 4, 7, and 11 each to accommodate additional ships.

In February 2020, the U.S. Department of Transportation Maritime Administration (MARAD) notified PCCA that the Oil Dock 3 Expansion Project was selected as a grant recipient, awarding $17.6 million as an 80% match to the PCCA cost-share of $4.6 million for a total eligible project cost of $22.2 million, the estimated overall cost of the project. The final project cost after value engineering efforts were completed for the design and construction of the Oil Dock 3 South project are approximately $11.3 million. As there were grant funds remaining, staff has been working with MARAD to extend the MARAD project completion timeline and to add project elements to further enhance dock operations and provide value to PCCA's customers.

One of the enhancements approved by MARAD for improving efficiencies to anticipated

operations on the dock is the addition of a pedestal-mounted hydraulic marine crane at the new dock platform. Therefore, the PCCA coordinated with OD-3 Customers and worked with WSP, the engineer of record for the OD-3 dock expansion scope of work, to develop technical performance criteria for an 11-ton, 60-ft radius boom hydraulic crane procurement and design drawings for installation of crane to dock platform and electrical service for the new crane power unit and controls. The contract documents were developed with a Base Proposal, generally consisting of procurement, installation, routing and connecting electrical service, furnishing a 'Build America Buy America' (BABA) and API (American Petroleum Institute) compliant Pedestal-Mounted Hydraulic Marine Crane, to include delivery, assembly, testing and commissioning, integration, and handover of the crane at the Avery Point Public Oil Dock 3B. This dock crane will be critical in supporting hose handling operations for barge product transfers.

Staff solicited this project using the Request for Proposals (RFP) procurement method, which is appropriate for specialized project objectives. The evaluation criteria in the RFP were structured to evaluate proposers on qualifications, experience, technical approach, commercial status, and overall price.

On April 24, 2025, we received one response to the RFP: Russell Marine LLC. Staff reviewed and evaluated the sole proposal to ensure compliance with the project requirements and subsequently negotiated a contract in an amount of $699,512 with Russell Marine LLC to complete this project. Russell Marine partnered with Techcrane International, LLC to furnish a BABA and API compliant Techcrane Model F20-60.

Russell Marine LLC has successfully completed many notable PCCA projects in the past ten years, including the Cargo Dock 9 Structural Repairs Project, Oil Dock 1 Structural Repairs and Upgrades Project, Bulk Dock 1 West Trestle Beam Repairs Project, Oil Dock 12 Barge Breasting Structure Upgrades Project, Oil Dock 15 Project, Oil Dock 14 Project, and the West Barge Mooring Area Project.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: This project is in alignment with the mission of the Port. The project conforms to the PCCA's Strategic Plan 2026 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

EMERGENCY: No.

FINANCIAL IMPACT: This project is included in this year's budget with an allocation of $350,000 in 2025. The PIDP grant has an 80% federal grant / 20% PCCA cost share.

STAFF RECOMMENDATION: Staff recommends the award of a purchase contract to Russell Marine LLC in the amount of $699,512 (of which $139,902 is the PCCA cost-share), which includes the base proposal cost of $669,512 and an allowance of $30,000 for unforeseen construction incidentals, based on proposals received on April 24, 2025, for the Oil Dock 3 Pedestal-Mounted Hydraulic Marine Crane Project, funded by MARAD

Port Infrastructure Development Program grant.

DEPARTMENTAL CLEARANCES:

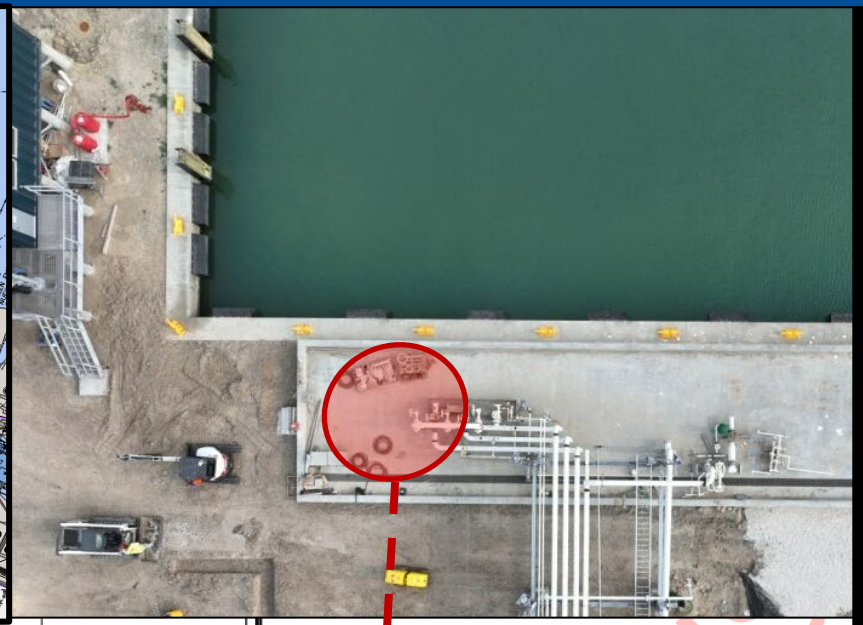
Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Sonya Lopez-Sosa
	Jacob Morales
	Leo Veloz
Legal	Standard Purchase Contract
Senior Staff	Kent Britton
	Kyle Hogan

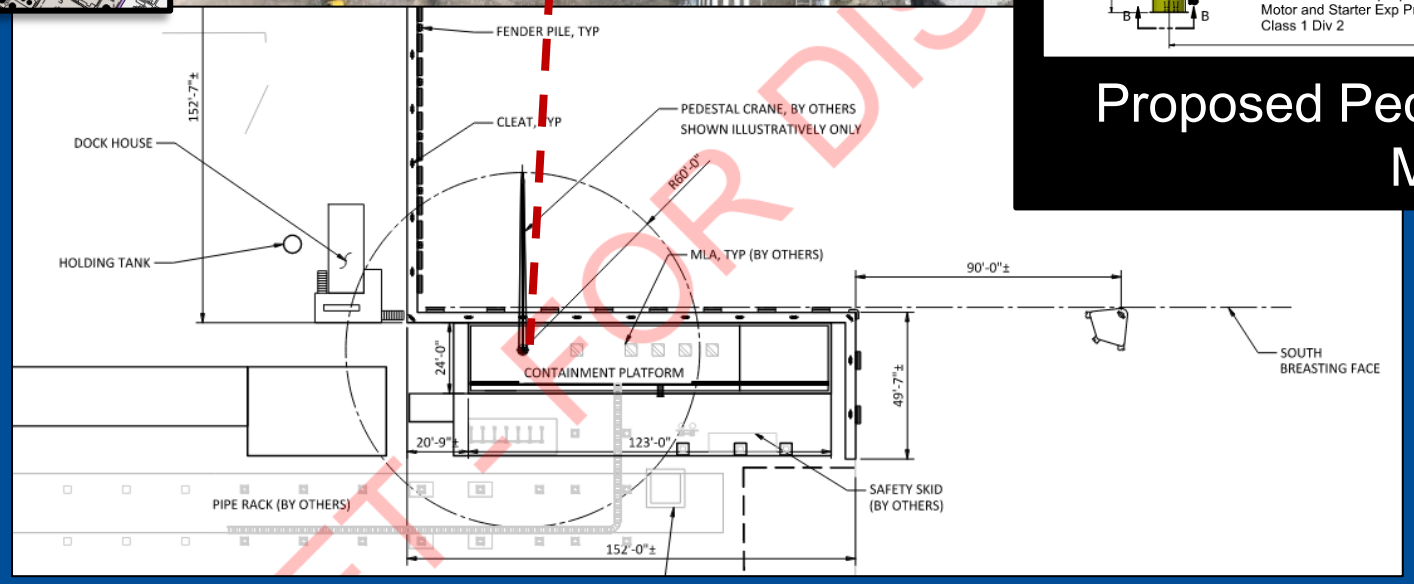
LIST OF SUPPORTING DOCUMENTS:

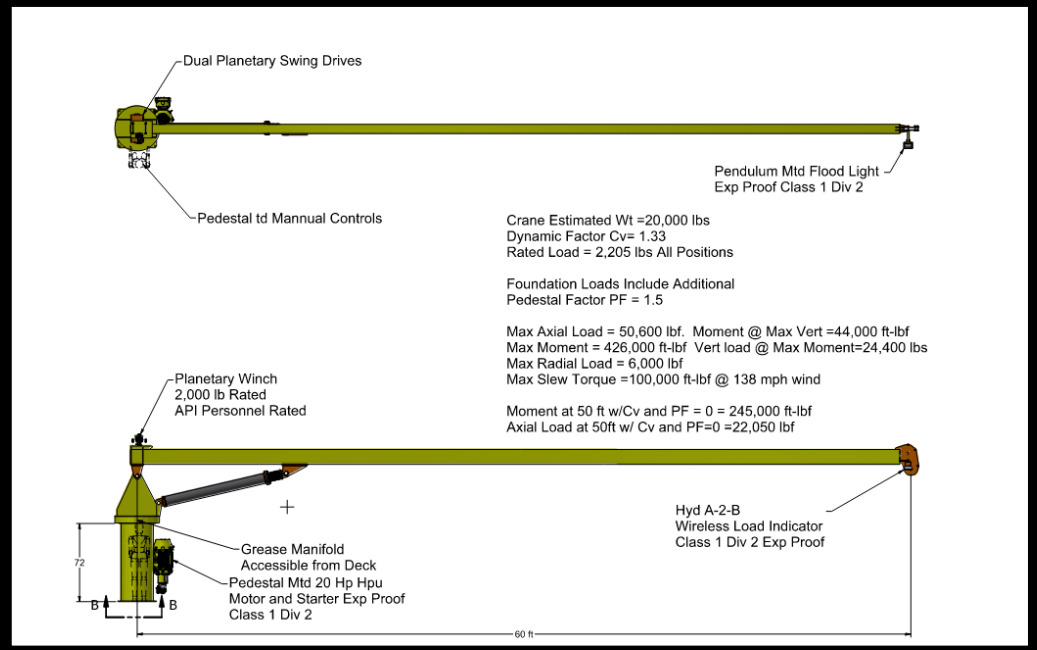
Exhibit
Proposal Summary

Oil Dock 3 Pedestal-Mounted Hydraulic Marine Crane









Proposed Pedestal-Mounted Hydraulic Marine Crane

T - FOR DI

DATE:	May 20, 2025
TO:	Port Commission
FROM:	Natasha Fudge, P.E. Director of Engineering Services
ANTICIPATED STAFF PRESENTER:	Leo Veloz, EIT Associate Project Engineer

Approve Service Order No. 4 with Lanier & Associates Consulting Engineers, Inc., under Master Services Agreement No. 24-01, in the amount of $334,000 for engineering design services associated with the Oil Dock 8 Maintenance Project.

SUMMARY: Staff requests approval of Service Order No. 4 with Lanier & Associates Consulting Engineers, Inc., under Master Services Agreement No. 24-01, in the amount of $334,000 for engineering design services associated with the Oil Dock 8 Maintenance Project.

BACKGROUND: Originally constructed in 1960, Oil Dock 8 last saw major rehabilitation in 1999 with some breasting structure improvements in 2006. Last year, the PCCA Engineering Department formalized a programmatic long-term maintenance and improvements program for the PCCA's docks and related dock facilities, and staff have been working diligently to systematically address specific docks as part of this maintenance program. Based on program results and last year's annual inspections, Oil Dock 8 is scheduled for maintenance to keep the facility in a serviceable condition for customer operations.

Engineering services for the major maintenance project at Oil Dock 8 will include comprehensive above and underwater inspections and a condition assessment of the dock structure, breasting structures, fender systems, bulkheads, mooring structures, and other pertinent dock elements. The consultant will prepare and submit a comprehensive findings report based on the inspection results. The scope of work also includes developing a repair/replacement plan, identifying dock infrastructure upgrade opportunities particularly for ship and barge fender systems, detailed design of repair items, developing design drawings and technical specifications, providing assistance during project solicitation, and providing select technical assistance during project construction.

Staff solicited a Request for Qualifications for engineering services for various projects on November 15 2024, including improvements to existing docks and infrastructure, such as this Oil Dock 8 Maintenance project. A PCCA evaluation group selected Lanier & Associates Consulting Engineers, Inc. (Lanier) as the most qualified firm for this project.

Lanier has worked with the PCCA before, notably on the Southside Marine Center Project, Oil Dock 1 Structural Repairs and Upgrades Project, and the Cargo Dock 9 Structural Repairs Project. Staff negotiated the attached Service Order No. 4 with Lanier in the amount of $334,000.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: This project is in alignment with the mission of the Port. The project conforms to the PCCA's Strategic Plan 2026 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

EMERGENCY: No.

FINANCIAL IMPACT: This project is included in this year's budget with an allocation of $200,000.

STAFF RECOMMENDATION: Staff recommends the approval of Service Order No. 4 with Lanier & Associates Consulting Engineers, Inc., under Master Services Agreement No. 24-01, in the amount of $334,000 for engineering design services associated with the Oil Dock 8 Maintenance Project.

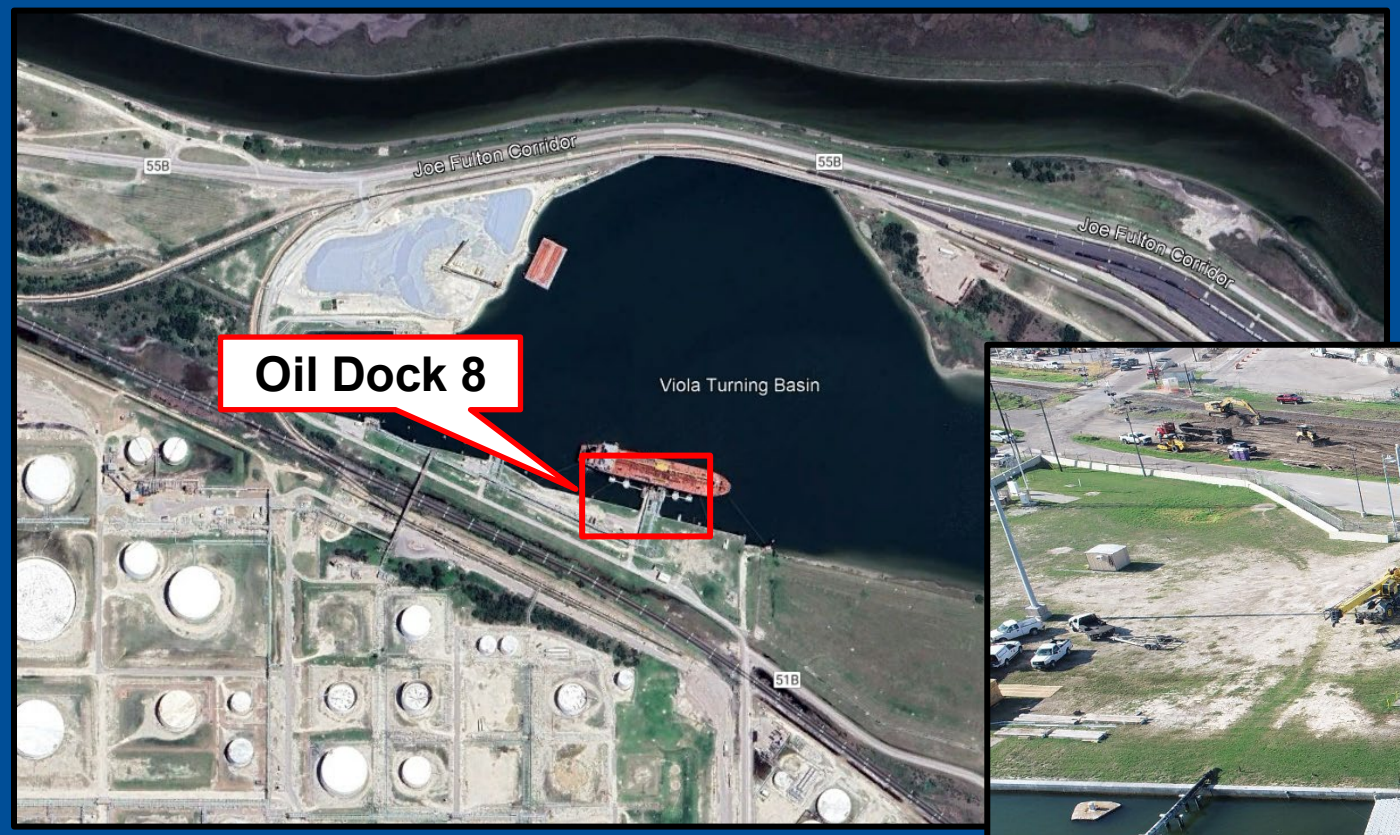
DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Sonya Lopez-Sosa
	Jacob Morales
	Leo Veloz
Legal	Standard Service Order
Senior Staff	Kent Britton
	Kyle Hogan

LIST OF SUPPORTING DOCUMENTS:

Exhibit
Service Order

Oil Dock 8 Maintenance Project





PORT CORPUS CHRISTI®

SERVICE ORDER
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 24-01

PROJECT NAME: Oil Dock 8 Maintenance
PROJECT NO. 24-019A
SERVICE ORDER NO. 4
COMMENCEMENT DATE: May 20, 2025

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and Lanier & Associates Consulting Engineers, 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. **24-01** 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 Project described below.

1. Description of Project:

This Project generally includes evaluating existing conditions, performing analyses, and developing construction contract documents for maintenance repairs and upgrades at Oil Dock 8.

2. Services of Engineer (Scope of Services)

A. The specific Basic Services to be provided or furnished by Engineer under this Service Order are set forth in "Part 1 - Basic Services" of **Exhibit A**, "Standard Language for *Engineer's Services*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

B. The specific Support Services to be provided or furnished by Engineer under this Service Order are set forth in "Part 2 - Support Services" of **Exhibit A**, "Standard Language for *Engineer's Services*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

C. Engineering-based documents submitted under this Service Order shall include the responsible Engineer's identification and release note on documents submitted for interim review and the Engineer's seal on final documents. This includes bound or unbound engineering-based reports, studies, master plans, design basis, criteria, and calculations, quantity estimates, cost opinions, drawings, technical specifications, addendums, change orders, and any other engineering-based document on which the PCCA will rely on for significant decisions, planning, and/or construction. If there is more than one responsible engineer, the respective responsibilities must be noted accordingly.

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:

ACTION	ALLOTTED CAL. DAYS	DUE ON OR BEFORE
PCCA Commencement Date	-	5/21/2025
• **Engineer – Preliminary Report Submittal**	**80**	**8/9/2025**
PCCA Team Review	21	8/30/2025
• **Engineer - 60% Design Submittal**	**20**	**9/19/2025**
PCCA Team Review	21	10/10/2025
• **Engineer - 90% Design Submittal**	**15**	**10/25/2025**
PCCA Team Review	21	11/15/2025
• **Engineer - Unsealed Design Documents To Pm**	**10**	**11/25/2025**
PCCA Team Review	10	12/5/2025
• **Engineer - Final Sealed Documents Submittal**	**7**	**12/12/2025**

This Service Order will expire on November 30, 2026.

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

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.

The Ceiling Price for this Service Order is $334,000.00

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

(Method of Compensation Table located on the next page.)

SERVICE	NOT TO EXCEED AMOUNT
BASIC SERVICES:	
Preliminary Design Phase	$ 104,000.00
Final Design Phase	$ 115,000.00
Bid Phase	$ 5,000.00
Construction Phase	$ 12,000.00
Subtotal, Basic Services	**$ 236,000.00**
SUPPORT SERVICES:	
Topographic Survey	$ 8,000.00
Diving Subcontractor	$ 40,000.00
Subtotal, Support Services	$ **48,000.00**
SUMMARY OF FEES:	
Basic Services Fee	$ 236,000.00
Support Services Fee	$ 48,000.00
Allowance for additional services *(PCCA's authorization only)*	$ 50,000.00
TOTAL CONTRACT NOT TO EXCEED FEE AMOUNT	**$ 334,000.00**

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

6. **Consultants/Subconsultants retained or that will be retained as of the Commencement Date of the Service Order:** Not Applicable.

7. **Other Modifications to the Agreement or the Exhibits to the Agreement:** Not Applicable.

Insurance Requirements: In addition to the standard insurance requirements set forth in Section 11.01 of the Agreement, Engineer shall maintain the following additional insurance coverage described in Section 11.02 of the Agreement for as long as Engineer is providing services under this Service Order:

☐ Protective and Indemnity $1,000,000 per occurrence

8. **Exhibits or Attachments to this Service Order:**

Exhibit A – Engineer's Services for Service Order

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: Kent Britton

Title: Chief Executive Officer

Date Signed: _____

Address for giving notice:
Attention: Director of Engineering Services
400 Harbor Drive
Corpus Christi, Texas 78401

PCCA's Designated Representative:

Natasha Fudge, P.E.

Title: Director of Engineering Services

Phone Number: (361) 885-6686

Email: Natasha@pocca.com

PCCA's Project Manager:

Leo Veloz, E.I.T.

Title: Associate Project Engineer

Phone Number: (361) 904-5730

Email: lveloz@pocca.com

Engineer:

Lanier & Associates Consulting Engineers, Inc.

By: _____

Name: Richard Mestayer P.E.

Title: Vice President

Date Signed: _____

Address for giving notice:
500 N. Shoreline Blvd., Suite 350
Corpus Christi, TX 78401

Engineer's Designated Representative:

Karen Landry

Title: C.F.O.

Phone Number: (504) 895-0368

Email: klandry@lanierengineers.com

Note: Engineer must copy engadmin@pocca.com on all contract-related notices and general correspondences, Service Order invoices, and deliverables.

EXHIBIT A

ENGINEER'S SCOPE OF SERVICES

This Project generally includes evaluating existing conditions, performing analyses, and developing construction contract documents for maintenance repairs and upgrades at Oil Dock 8. The Engineer's scope of services for this Project is described below.

PART 1 - BASIC SERVICES

A1.01 Preliminary Design Phase

A. Engineer shall:

1. Prepare for and participate in a virtual Project kick-off meeting to review the general scope of work, inspection plans, Project objectives, and other key elements of the Project, including anticipated budget and schedule.

2. Review PCCA provided construction, maintenance, upgrades, and historical record drawings, construction specifications, surveys, inspection reports, ship records, geotechnical, environmental, permits, and other pertinent available data regarding Oil Dock 8.

3. Obtain any require site-specific training and safety training for access and badging.

4. Perform a topographic survey of the site to locate and determine elevations of existing mooring points and breasting structures including major marine features such as the dock corners, fender panels, and approachway to support the mooring analysis and ship and barge fender improvements discussed later in the scope of work. Lanier plans to operate an Unmanned Aerial System (UAS) to locate marine structures that do not have landside pedestrian access.

5. Perform a topside visual inspection of the above water structural components. The visual inspection will document the conditions visible from the areas with pedestrian access. Lanier will document the location of damaged areas, corrosion, and/or safety related concerns. Inspection does not include electrical and mechanical components, Flint Hills Resources piping and associated transfer equipment, as well as the new PCCA provided tower gangway system/structure and new catwalk to the shoreline located at the gangway.

6. Subcontract with a third-party diving contractor and coordinate with the PCCA in scheduling Lanier's third-party diving contractor to perform a below water inspection of the dock components including mooring and breasting structures and the shoreline bulkhead. Inspections do not include the existing four (4) abandoned mooring structures.

7. Inspections will generally follow the ASCE Manuals and Reports on Engineering Practice No. 130: Waterfront Facilities Inspection and Assessment with regard to levels and frequency of inspection and condition rating reporting. This guide discusses different modes of failure typically observed at marine facilities as well as practical maintenance methods and remediation activities. The following inspections are specific deviations, additions, or clarifications from the standard as requested by the PCCA to be performed:

    a. Level III inspections will be performed at all Level II locations for steel structures.

    b. For the breasting structures have steel sheet pile caissons as supports, Level II and III inspections will be performed at 12 approximately evenly spaced locations around the caissons.

    c. Inspections will include estimations of percent remaining on sacrificial anodes installed on submerged portions of the steel pile foundations.

8. Lanier will witness and monitor the below water inspection of the marine structures performed by Lanier's third-party diving contractor. The diving contractor will be responsible for providing their own report to document the below water findings, but Lanier will also take notes and will include summary information from the diver's report in the observations and recommendations section of the overall condition report document.

9. Perform a mid-level visual inspection of the above water structural components from a boat. The visual inspection will document the condition of structural members visible beneath the deck, such as the under deck framing and exposed piling down to the water surface. The structures will be viewed the diver's vessel and will be limited to what is visible from the vessel at the water level on the day of the scheduled activities. This scope item will be performed during the same field efforts outlined above in Item 6.

10. Prepare a DRAFT Condition Survey Report summarizing our observations from the inspection along with general recommendations for maintenance, repair, or replacement. The report will include photographs and sketches as required. The below water report provided by the diving contractor would be included in Lanier's condition survey as an appendix. The DRAFT Condition Survey Report is provided to the PCCA for review and comments prior to Lanier finalizing the report.

11. Upon receipt of PCCA comments on the DRAFT Condition Survey Report, Lanier will address comments and finalize the report.

12. Evaluate historic ship data provided by the PCCA for Oil Dock 8 to determine actual vessel characteristics compared to any provided design vessels.

13. In coordination with the PCCA, prepare and meet with representatives of Flint Hills Resources (FHR) to discuss and receive input on planned Oil Dock 8 repairs and

upgrades and FHR's interest and chartering larger and increased draft vessels to utilize the recent Federal channel deepening project.

14. Develop a Preliminary Design Basis identifying the available information and outlining the criteria for use in the mooring analysis, structural analysis, ship breasting upgrades, and maintenance repair plans and specifications.

15. Perform a structural analysis of the existing breasting dolphins to estimate the capacities and prepare a summary report documenting the results and assumptions included in the structural analysis.

16. Perform a static mooring analysis for Dock 8 as generally described as follows:

    a. Review information regarding the mooring points at Dock 8 provided by the PCCA. Lanier assumes sufficient information (elevation and design capacity) exists for all mooring points and ship fenders.

    b. Compile design parameters for up to three (3) design vessels.

    c. Prepare sketches depicting the proposed mooring arrangements for analysis at each dock.

    d. Coordinate and participate in a meeting with the PCCA, FHR, and the Aransas-Corpus Christi Pilots to confirm mooring arrangements used by vessels mooring at Oil Dock 8.

    e. Compile the load carrying capacity of each discrete component of each mooring point that is readily identifiable in the information available.

    f. Develop final mooring arrangement drawings for each design vessel at each dock, both inbound and outbound.

    g. Perform the static mooring analyses for up to three (3) design vessels, both inbound and outbound, using industry-recognized software (OPTIMOOR).

17. Prepare a DRAFT Mooring Analysis Report with the results, mooring arrangement drawings, and recommendations. The DRAFT Mooring Analysis Report is provided to the PCCA for review and comments prior to Lanier finalizing the report.

18. Upon receipt of PCCA comments on the DRAFT Mooring Analysis Report, Lanier will address comments and finalize the report.

19. Participate in a meeting (or teleconference) with the PCCA to review and discuss the Final Mooring Analysis Report, Final Condition Survey Report, respond to any questions, and discuss a path forward with the recommended repairs and/or upgrades. Lanier assumes the PCCA will identify the required repairs that Lanier will include in a repair package for the following phase(s).

B. Engineer shall conduct an internal quality control review of all Preliminary Design Phase deliverables for reasonable accuracy, completeness, clarity, and constructability prior to submitting to PCCA for review. The Consultant's review shall be conducted by senior level professionals with appropriate experience for each discipline of work. Submittals deemed not suitable for distribution due to lack of information, lack of clarity, or significant errors or conflicts will be returned to the Consultant for a revised submittal at no added cost to PCCA or extension to the overall Project schedule. The general basis of a re-submittal request will be provided with the return, but a detailed review will not be conducted on an incomplete submittal.

C. Deliverables for the Preliminary Design Phase include:

1. Completed Submittal Package Transmittal Form to document the deliverables contained in the submittal.

2. Preliminary Design Basis

3. Condition Survey Report (draft and final sealed versions) as described above with exhibits and preliminary drawings or layouts.

4. Mooring Analysis Report (draft and final sealed versions) as described above with exhibits and preliminary drawings or layouts.

5. Provide responses to interim review comments with the final sealed Reports.

D. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to PCCA the revised signed and sealed Preliminary Design Phase deliverables along with written confirmation that PCCA's comments and questions from the interim review have been addressed or resolved within the sealed Reports. Engineer is not authorized to proceed to Final Design Phase without notification from PCCA.

E. Engineer assumes and the basis of the Service Order the following:

1. Oil Dock 8 will be available and accessible to Lanier and the third-party diving contractor. The field efforts will be coordinated with the PCCA around their marine traffic to minimize the number of days and mobilizations required to complete the work.

2. There will be one (1) field day to perform the topside above water inspection based on our knowledge of the facility.

3. There will be up to six (6) field days onsite for the third-party diving contractor and representative of Lanier to perform the below water inspection.

4. The inspections do not include any mechanical or electrical systems, or any components located on land and not directly connected to offshore structures.

5. The condition survey report will note observed conditions and provide general recommendations for repair, but will not include details of recommended repairs.

6. The design parameters for each design vessel are readily available and will be provided to us by the PCCA.

7. All mooring point and fender system capacities are readily available and will be provided by the PCCA.

A1.02 Final Design Phase

A. Engineer shall:

1. Prepare applicable final design calculations, Drawings, and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by the Construction Contractor.

2. Tabulate the Dock repairs and upgrades identified in the Preliminary Design Phase to be included in the Oil Dock 8 repair package and submit to the PCCA for review and confirmation.

3. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

4. Perform engineering, drawings and specifications for the following envisioned Construction Contractor's scope of work.

   a. Repair concrete damage on dock, and mooring and breasting structures to address moderate to severe cracking and spalls.

   b. Provide above water maintenance painting and perform minor repairs of steel structures.

   c. Repair or replace steel catwalk supports at existing breasting structures.

   d. Remove bollards at abandoned mooring structures.

   e. Replace existing barge fender system with new system.

   f. Replace fenders on the existing four (4) breasting structures with new rubber cellular fenders with new closed panels as directed by PCCA in effort to standardize fenders port-wide.

5. For the new barge fender system in 4. e. above:

   a. Prepare concept sketches for replacing the existing barge breasting system. This scope of work assumes two (2) concepts will be prepared for the PCCA's review and selection.

b. Participate in a meeting (of teleconference) with the PCCA to review the concept sketches and discuss a path forward.

6. For the new ship fenders on the existing breasting structures in 4.f. above:

   a. Confirm the structures' design vessel (one vessel) and criteria with the PCCA to be used in the breasting analysis and fender design.

   b. Perform a breasting analysis considering one (1) design vessel, to determine fender design loads.

   c. This scope of work assumes the existing breasting structure foundations (caissons and/or cap/piles depending on the type) have sufficient capacity and will not be replaced or upgraded.

   d. This scope of work assumes that the caisson may be to be modified to accommodate the new PCCA standardized fender and panel.

7. Scope does not include the evaluation, repairs or upgrades to the above water cathodic protection system or underwater sacrificial anodes, other than estimating remaining capacity of anodes during the underwater inspection and noting any obvious damage to above water anode connections.

8. Prepare an Opinion of Probable Construction Cost (OPCC) for the Project. The OPCC should generally follow the guidance of AACE International Recommended Practice (RP) 17R-97 with an estimated contingency percentage appropriate to the applicable design level.

9. Construction Drawings (and other drawings such as Survey Drawings and Record Drawings) are to be prepared using a contemporary (less than 5 years old) version of AutoCAD (Civil 3D required for Civil discipline). CAD files are to include all constituent components. All data shortcuts such as 'DREF' data links generated in Civil 3D shall be validated. An equivalency table shall be provided for all abbreviated point descriptions. All used point groups, surfaces, corridor models, alignments, assemblies, break lines, etc. shall be validated and rebuilt to confirm no errors exist prior to submittal to the PCCA. External references shall be validated to confirm broken or circular references are not present. Include all project external reference CAD files in the appropriate coordinate system with submittal as independent files. Prior to submittals, utilize 'etransmit' to confirm inclusion of ctb., fonts, XREF, etc. and to preserve the file directory structure. If used, the project .dst Sheet Set Manager template file is to be provided with the submittal(s). The CAD files shall be provided with the final sealed submittal, with the completed Record Drawings, and at any other time during the Final Design Phase upon request from PCCA.

   a. Prepare and assemble 60% Design and applicable bidding documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or

content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. Although all details and cross references may not be complete, the 60% submittal shall clearly reflect the essential existing and proposed project elements and design intent and shall identify any significant outstanding or remaining issues that need to be resolved. Provide Engineer recommendations as appropriate. Submit electronic files of the 60% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Deliverables for the 60% Design Submittal include: Completed Submittal Package Transmittal Form to document the deliverables contained in the 60% submittal.

b. Completed Consultant Design Submittal Summary Form.

c. 60% OPCC in the format of the anticipated Bid Breakdown (PDF).

d. 60% Drawings for interim review (PDF) with related CAD files. Flatten and size PDF for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

e. Basis of Design, Summary of Design Criteria, Computer Models, and/or Summary of Calculations (as applicable to the scope and 60% design development; neatly organized and compiled into PDF documents and sealed at the applicable stage of design).

f. Table of Contents for the anticipated Technical Specifications (PDF).

g. Reference documents such as Geotechnical Report, related historical record drawings, utility records, USACE Permit, etc. (if applicable and not previously submitted).

10. Meet (or teleconference) with PCCA if needed to discuss the review comments and to resolve any follow up questions or exceptions.

11. Prepare and assemble 90% Design and bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. The 90% submittal shall be essentially complete with the exception of minor, identifiable remaining items. If there are any remaining outstanding issues that need resolution, they must be clearly summarized. Provide Engineer recommendations as appropriate. Engineer shall provide written responses to the PCCA comments and questions from the previous submittal review and shall confirm in writing that the comments and questions have been addressed or resolved in the 90% submittal. Submit electronic files of the 90% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Deliverables for the 90% Design Submittal include:

    a. Completed Submittal Package Transmittal Form to document the deliverables

contained in the 90% submittal.

b. Completed Consultant Design Submittal Summary Form.

c. 90% OPCC in the format of the Bid Breakdown (PDF and Excel).

d. 90% Drawings for interim review (PDF) with related CAD files. Flatten and size PDF for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

e. Basis of Design, Summary of Design Criteria, Computer Models, and/or Summary of Calculations (as applicable to the scope - any required Basis of Design, Summary of Design Criteria, and/or Summary of Design Calculations must be neatly organized into single PDF documents, sealed, and included with the 90% submittals if not previously sealed and submitted).

f. Table of Contents with proposed Technical Specifications in PCCA required format (single PDF with bookmarked Sections).

g. Reference documents such as the Geotechnical Report, related historical record drawings, utility and pipeline records, USACE Permit, etc. (if applicable and not previously submitted).

h. Written responses to PCCA review comments and questions on the previous submittal, indicating the actions that have been taken to address the comments in the 90% submittal and confirming that all comments have been addressed in the submittal or resolved with the PCCA Project Manager prior to the 90% submittal.

12. Meet (or teleconference) with Authority if needed to discuss the review comments and to resolve any follow up questions or exceptions.

13. In accordance with the Contract Schedule, furnish for review by PCCA an unsealed prefinal PDF version of the prefinal Drawings and Specifications, assembled drafts of other Construction Contract Documents, draft bidding related documents (or requests for proposals or other construction procurement documents), and any other prefinal draft documents and review them with the PCCA. Engineer shall provide written responses to PCCA's comments from the 90% review and confirm in writing that PCCA's comments and any outstanding items have been addressed or resolved in the prefinal documents. The unsealed prefinal documents shall be essentially complete.

14. Within the time required by the Contract Schedule, PCCA will provide Engineer with any comments regarding the furnished prefinal items, and any instructions for revisions for the final documents that are to be sealed by a Registered Professional Engineer licensed to practice in the State of Texas. The Drawings and Specifications shall not be sealed prior to receipt of confirmation from the PCCA that they have been generally reviewed and deemed acceptable for finalizing.

15. In accordance with the Contract Schedule and upon receipt of PCCA's comments on the unsealed prefinal documents, revise the Drawings and Specifications, assembled drafts of other Construction Contract Documents, the bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with instructions from the PCCA, as appropriate, and submit the required electronic files of sealed final documents to PCCA. Deliverables for the sealed final documents include:

    a. Completed Submittal Package Transmittal form to document the deliverables contained in the final, sealed submittal.

    b. Completed Consultant Design Submittal Summary form.

    c. OPCC in the format of the Bid Breakdown (PDF and Excel).

    d. Sealed Drawings for bid issue (PDF). Flatten and size for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

    e. Bound CAD files in contemporary AutoCAD version (less than five years old) to match the sealed PDF Drawings.

    f. Technical Specifications and sealed Table of Contents (Word and PDF with bookmarked Sections) in required PCCA format.

    g. Submittal log and product cut sheets. The submittal log shall reference the applicable section and paragraph number and the item to be submitted. The product cut sheets shall be current for all products, equipment, fixtures, hardware, concrete additives, etc. that are specified by product name either on the drawings or in the specifications.

    h. Reference documents such as a Geotechnical Report, related historical record drawings, utility records, or USACE Permit (if applicable and not previously submitted).

    i. Written responses to PCCA review comments (if any) on the prefinal documents, indicating the actions that have been taken to address the comments and confirming that all comments have been addressed in the sealed documents or resolved with the PCCA Project Manager prior to sealing.

B. Engineer shall conduct an internal quality control review of all Final Design Phase deliverables for reasonable accuracy, completeness, clarity, and constructability prior to submitting to PCCA for review. The Consultant's review shall be conducted by senior level professionals with appropriate experience for each discipline of work. Submittals deemed not suitable for distribution or issue due to lack of information, lack of clarity, or significant errors or conflicts will be returned to Consultant for a revised submittal at no added cost to PCCA or extension to the overall Project schedule. The general basis

of a re-submittal request will be provided with the return, but a detailed review will not be conducted on an incomplete submittal.

C. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to PCCA the final signed and sealed Drawings and Specifications, design calculations, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables to the satisfaction of PCCA, including a copy of final AutoCAD drawings, applicable Word and bookmarked PDF files, and written confirmation that all PCCA comments have been addressed or resolved.

D. Engineer assumes and the basis of the Service Order the following:

   a. Existing drawings, including available ACAD files, showing required details of the existing dock structures are available and will be provided by the PCCA.

A1.03 Bidding or Proposal Negotiating Phase

A. Upon request by PCCA, Engineer shall provide up to 15 engineering service hours toward the following Bidding or Proposal Negotiating Phase services. These service hours are not to be invoiced except for services which are specifically requested. If requested by PCCA (and within the service hour limit), Engineer shall:

   1. Attend pre-bid conference and provide a presentation of the technical aspect of the project as requested by the PCCA.

   2. Prepare Addenda information as appropriate, and as requested by PCCA, to clarify, correct, or change the issued documents.

   3. Assist PCCA in evaluating bids or proposals.

   4. Provide information or technical assistance as requested by PCCA during any review of bids or proposals, or negotiations with prospective construction contractors.

   5. Consult with PCCA as to the qualifications and experience of prospective contractors.

   6. Consult with PCCA as to the qualifications and experience of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

   7. Evaluate and provide a recommendation on the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.

B. Within five business days of the bid opening, Engineer shall prepare and submit a PDF of the Conformed Technical Specifications and Conformed Drawings incorporating the addenda issued during the Bid Phase. The phrase 'CONFORMED SPECIFICATIONS' with the date shall be added adjacent to the Engineer's seal on the specifications Table of Contents and on the first page of each modified specification. The phrase 'CONFORMED DRAWING' with the date shall be added adjacent to the Engineer's seal on the Cover Sheet, and the title block of each modified sheet (i.e., each addenda sheet) shall be marked 'Conformed Drawing' and shall be sealed by a registered Professional Engineer licensed to practice in the State of Texas. The addenda issued information shall remain intact. The conformed drawings shall not be otherwise altered from the bid and addenda issues.

C. The Bidding or Proposal Negotiating Phase will be considered complete upon award of construction contract, or upon written notice of completion from PCCA in the event a construction contract is not awarded.

A1.04 Construction Phase

A. To support general construction administration (not to be interpreted as Project Representative), upon request by PCCA the Engineer shall provide up to 25 engineering service hours toward the following Construction Phase services. These service hours are not to be invoiced except for services which are specifically requested. If requested by PCCA (and within the service hour limit), Engineer shall:

1. Selection of Independent Testing Laboratory: Assist PCCA in the selection of an independent testing laboratory to perform the testing services identified in the contract documents.

2. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.

3. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

4. Baselines and Benchmarks: As appropriate, establish construction baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

5. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

   a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep PCCA informed of

the progress of the Work.

b. The purpose of Engineer's visits to the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for PCCA a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

6. Defective Work: Recommend rejection of Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to PCCA regarding whether Contractor should correct such Work or remove and replace such Work, or whether PCCA should consider accepting such Work as provided in the Construction Contract Documents.

7. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform PCCA of such incompatibility, and provide recommendations for addressing such Work.

8. Clarifications and Interpretations: Respond to questions concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation - RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted to PCCA.

9. Change Orders and Work Change Directives: Review and provide recommendation(s) for action to the PCCA regarding Change Orders and Work Change Directives, as appropriate. Prepare related drawing revisions if requested by PCCA.

10. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for PCCA's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

11. Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

12. Substitutes and "or-equal": Evaluate and provide a recommendation on the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

13. Inspections and Tests:

    a. Review certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. Pursuant to the terms of the Construction Contract, recommend additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

14. Change Proposals, Value Engineering Proposals, and Claims: Review duly submitted Construction Contractor's request for Change Proposal (Contractor's proposal for a Change Order) or Contractor's Value Engineering Proposal, and within 30 calendar days after receipt of the Contractor's supporting data, provide recommendation to either deny the Change Proposal or Value Engineering Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to PCCA and Contractor. If the Change Proposal or Value Engineering Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties of such. Provide information or data to PCCA regarding engineering or technical matters

pertaining to Claims.

15. Applications for Payment: Review Contractor's applications for payment and provide PCCA with a recommendation to pay, partially pay, or request a revised pay application.

16. Contractor's Completion Documents: Review maintenance and operating instructions, schedules, guarantees, certificates of inspection, tests and approvals, and Submittals, Shop Drawings, Samples, and other data submitted by Contractor. Review Contractor's redline drawings and as-built records and prepare and submit Record Drawings to PCCA as further described below.

17. Substantial Completion: In company with PCCA and Contractor, visit the Site to review the Work and determine if there are any apparent defects or if Project is substantially complete. Follow the procedures in the Construction Contract regarding development of defects or punch list and submit to PCCA recommendations for replacement or correction of defective work, if any, and punch list items to be completed. Assist PCCA regarding any remaining engineering or technical matters affecting PCCA's use or occupancy of the Work following Substantial Completion.

18. Final Notice of Acceptability of the Work: Conduct a final visit to the Project site to determine if the Work, including punch list items, is complete and acceptable for the Engineer to recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to PCCA that the Work is acceptable.

B. Record Drawings: Prepare Record Drawings from Contractor's as-built records (Contractor's red-line markups) and furnish the digital Record Drawings to PCCA in PDF and with bound AutoCAD files (Civil 3D required for Civil discipline) to match the PDF within 30 calendar days of receipt of Contractor's as-builts. Supplement Record Drawings with information regarding the completed Project, site, and immediate adjacent areas if obtained by Engineer from field observations, PCCA, utility companies, and other reliable sources. The Record Drawings shall:

1. identify the original engineer, license number, and seal date;

2. identify the firm, firm number, and location of the original sealed drawings;

3. identify the change(s) and revised alignments of existing and proposed features;

4. include a note on each sheet in place of the original seal with information on the original seal and seal date;

5. be identified as such in a note on each sheet; and

6. be prepared using a contemporary (less than five years old) version of AutoCAD. CAD files shall be in accordance with the CAD file requirements described above

for the Construction Drawings.

PART 2 – SUPPORT SERVICES

A2.01 Support Services Required to be Listed in the Contract

A. Support Services for this Contract include:

1. Topographic Survey: Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes.

   a. Perform a topographic survey of the site to locate and determine elevations of existing mooring points and breasting structures including major marine features such as the dock corners, fender panels, and approachway. Lanier plans to operate an Unmanned Aerial System (UAS) to locate marine structures that do not have landside pedestrian access.

   b. The Topographic Survey shall be sealed by a Registered Professional Land Surveyor (RPLS) licensed in the State of Texas and shall comply with acceptable standards established in the most current edition of the Texas Society of Professional Surveyors (TSPS) Manual of Practice.

   c. Survey data shall be in ASCII Format PNEZD and shall utilize Texas State Plane Grid Coordinate System, Texas South Zone NAD '83 in U.S. feet for horizontal datum and NAVD '88 vertical datum landside. Geodetic (Surface) coordinates are not acceptable. Datum shall be tied to a permanent benchmark in the PCCA database.

   d. Unless otherwise approved, vertical datum for features in or over water shall use Mean Lower Low Water (MLLW) based on NOAA datum from Station 8775296 USS Lexington, or closest available Station. The applicable reference datum and correlation of MLLW to NAVD '88 must be stated.

   e. Survey Drawings are to be prepared using a contemporary (less than 5 years old) version of AutoCAD Civil 3D. CAD files are to include all constituent components. All data shortcuts such as 'DREF' data links generated in Civil 3D shall be validated. An equivalency table shall be provided for all abbreviated point descriptions. All used point groups, surfaces, corridor models, alignments, assemblies, break lines, etc. shall be validated and rebuilt to confirm no errors exist prior to submittal to the PCCA. External references shall be validated to confirm broken or circular references are not present. Include all project external reference CAD files in the appropriate coordinate system with submittal as independent files. Prior to submittals, utilize 'etransmit' to confirm inclusion of ctb., fonts, XREF, etc. and to preserve the file directory structure. If used, the project .dst Sheet Set Manager template file is to be provided with the submittal(s).

f. The sealed Survey shall be performed in conjunction with the Preliminary Design Phase.

2. Subcontract with a third-party diving contractor and coordinate with the PCCA in scheduling Lanier's third-party diving contractor to perform a below water inspection of the dock components including mooring and breasting structures and the shoreline bulkhead. Inspections do not include the existing four (4) abandoned mooring structures.

DATE:	May 20, 2025
TO:	Port Commission
FROM:	Natasha Fudge, P.E. Director of Engineering Services
ANTICIPATED STAFF PRESENTER:	Leo Veloz, EIT Associate Project Engineer

Approve an amendment to Service Order No. 11 with Ardurra Group, Inc., under Master Services Agreement 22-01, in the amount of $359,125 for additional engineering design services associated with the Cargo Docks 1 and 2 & Oil Docks 6, 7, and 10 Dock Maintenance Project.

SUMMARY: Staff requests approval of an amendment to Service Order No. 11 with Ardurra Group, Inc., under Master Services Agreement No. 22-01, in the amount of $359,125 for additional engineering design services associated the Cargo Docks 1 and 2 & Oil Docks 6, 7, and 10 Dock Maintenance Project.

BACKGROUND: Last year, the PCCA Engineering Department formalized a programmatic long-term maintenance and improvements program for the PCCA's docks and related dock facilities, and staff have been working diligently to systematically address specific docks as part of this maintenance and improvements program. However, circumstances occasionally require repairs to be performed outside the scheduled cadence of this program. PCCA staff conduct routine annual inspections of the PCCA's maritime infrastructure. During last year's inspections, several docks were identified as having deficiencies that warranted more timely repairs. Although these docks are not programmed for in-depth facility evaluations and repairs until future program years, their current conditions warrant a timely intervention. Addressing these issues now will prevent the docks from progressively degrading further, requiring more extensive and costly repairs in the future, and will ensure that the docks remain in a serviceable state.

On October 15, 2024, the Port Commission approved Service Order No. 11 with Ardurra Group, Inc. (Ardurra) in the amount of $148,812 for preliminary engineering design services associated with this project. Ardurra prepared a Preliminary Design Report, which included the study, evaluation, and identification of maintenance repair recommendations. Staff is recommending that these maintenance repairs be advanced at this time.

Staff negotiated the attached amendment to Service Order No. 11 with Ardurra in the amount of $359,125 to provide detailed design services to address the needed maintenance repairs at Cargo Docks 1 and 2 and Oil Docks 6, 7, and 10 that were identified in the Preliminary Design Report.

Repairs include trapezoidal fender replacements, installation of new cylindrical fender units, concrete spalling repairs, replacement of a breasting structure at Oil Dock 6, replacements of

pipe bracing on multi-pile breasting structures, new coal tar epoxy coating of marine steel elements, fender chain replacements, replacements of missing high density polyethylene rub boards, repairs to concrete cracking, replacement of corroded bollards, and demolition of numerous abandoned steel pipe supports at Oil Dock 7. Additional in-depth field work of noted deficiencies is additionally required to quantify and determine the extent of repairs in order to develop design drawings and technical specifications to address repairs and maintenance needs. This amendment with Ardurra will also include bid phase assistance and select technical assistance during project construction.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: This project is in alignment with the mission of the Port. The project conforms to the PCCA's Strategic Plan 2026 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

EMERGENCY: No.

FINANCIAL IMPACT: This project is included in this year's budget with a 2025 allocation of $200,000 for Cargo Docks 1 and 2 and $1,800,000 for Oil Docks 6, 7, and 10. With this amendment included, the not-to-exceed Service Order No. 11 amount for this project will become $507,937.

STAFF RECOMMENDATION: Staff recommends the approval of an amendment to Service Order No. 11 with Ardurra Group, Inc., under Master Services Agreement No. 22-01, in the amount of $359,125 for additional engineering design services associated the Cargo Docks 1 and 2 & Oil Docks 6, 7, and 10 Dock Maintenance Project.

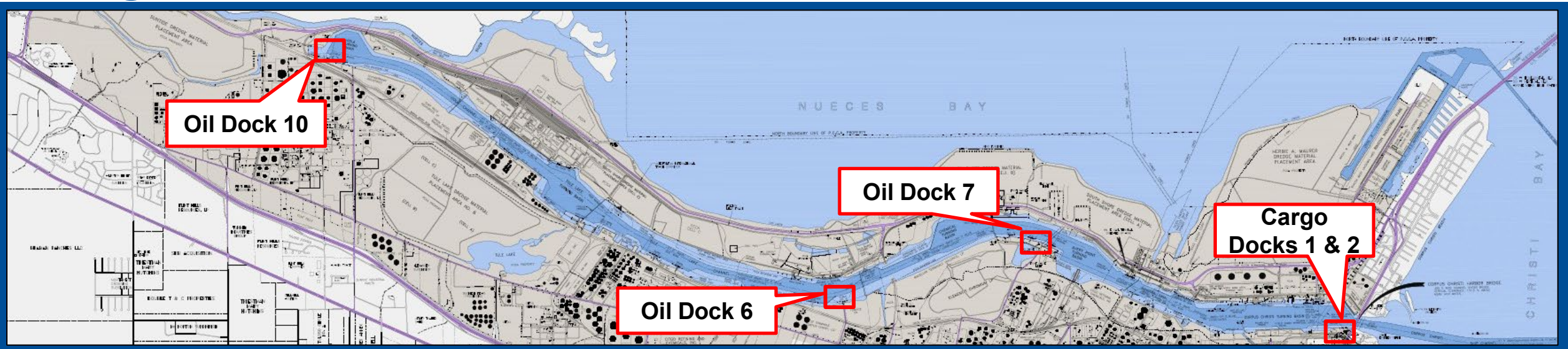
DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Sonya Lopez-Sosa
	Jacob Morales
	Leo Veloz
Legal	Standard Service Order Amendment
Senior Staff	Kent Britton
	Kyle Hogan

LIST OF SUPPORTING DOCUMENTS:

Exhibit
Service Order Amendment

Cargo Docks 1 & 2 and Oil Docks 6, 7, & 10 Dock Maintenance













PORT CORPUS CHRISTI

MASTER SERVICES AGREEMENT NO. 22-01
ARDURRA GROUP, INC.

SERVICE ORDER NO. 11 - AMENDMENT NO. 1

1. Background Data

ORIGINAL SERVICE ORDER
Commencement Date: October 15, 2024
Former PCCA Project Manager (PM): Jacob Wiginton, P.E.
Project Name: Cargo Docks 1 and 2 & Oil Docks 6, 7, 8, and 10 Dock Maintenance
Project No. 24-019A

AMENDMENT NO. 1
Commencement Date: May 20, 2025
Current PCCA Project Manager (PM): Leo Veloz, EIT
Project Names: Cargo Docks 1 and 2 Maintenance & Oil Docks 6, 7, and 10 Maintenance
Project Nos. 24-019B & 24-019C

2. Description of Modifications

a. **Section 4. Service Order Schedule** will be modified as follows:

Action	Allotted Cal. Days	Due on or Before
PCCA Commencement Date (for Amendment No. 1)	-	5/21/2025
• **Engineer – 60% Design Submittal**	68	7/28/2025
PCCA Team Review	21	8/18/2025
• **Engineer – 90% Design Submittal**	79	11/5/2025
PCCA Team Review	21	11/26/2025
• **Engineer – Unsealed Design Documents to PCCA PM Submittal**	48	1/13/2026
PCCA Team Review	10	1/23/2026
• **Engineer - Final Sealed Documents Submittal**	10	2/2/2026

This Service Order will expire February 28, 2027.

b. **Section 5. Method of Compensation** will be modified as follows:

The PCCA shall pay Engineer the following additional compensation:

Description of Services	Not to Exceed Amount		
BASIC SERVICES:	**24-019B CD 1 & 2**	**24-019C OD 6, 7, 10**	**Subtotal by Service**
Preliminary Design Phase – *Not included in this amendment*	$ 0.00	$ 0.00	$ 0.00
Final Design Phase	$ 74,230.00	$250,095.00	$324,325.00
Solicitation Phase	$ 3,255.00	$ 9,765.00	$ 13,020.00
Construction Phase	$ 5,445.00	$ 16,335.00	$ 21,780.00
Subtotal, Basic Services	**$ 82,930.00**	**$276,195.00**	**$359,125.00**
SUPPORT SERVICES:			
Not included in this amendment	$ 0.00	$ 0.00	$ 0.00
Subtotal, Support Services	**$ 0.00**	**$ 0.00**	**$ 0.00**
SUMMARY OF FEES:			
Basic Services Fee	$ 82,930.00	$276,195.00	$359,125.00
Support Services Fee	$ 0.00	$ 0.00	$ 0.00
TOTAL NOT TO EXCEED FEE AMOUNT	**$ 82,930.00**	**$276,195.00**	**$359,125.00**

c. The Scope of Services currently authorized to be performed by the Engineer in accordance with the Service Order and previous amendments, if any, is modified by adding the following to **Exhibit A – Engineer's Services:**

PART 1 – BASIC SERVICES

A1.01 Preliminary Design Phase

Not Included in this Service Order Amendment

A1.02 Final Design Phase

A. Engineer shall:

1. Prepare applicable final design calculations, Drawings, and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by the Construction Contractor.

2. Visit the Site for each facility as needed to assist in preparing the final Drawings and Specifications.

3. Based on the report, the "**Urgent Action Items**" and/or "**Required Action Items**" listed below will be addressed only. Below are the specific dock facilities that included in this project with respective scope of work.

   a. **CARGO DOCK 1 AND CARGO DOCK 2:**

   REQUIRED ACTION ITEMS: (Priority Action Items)

   - Replace corroding fender hardware along face of docks.

   - Repair damaged spalled concrete at bollards at CD 1 and CD 2.

b. **OIL DOCK 6**:

URGENT ACTION ITEM: (High priority with urgency)

Breasting Structure 1

- Engineering evaluation of breasting structure 1 to determine repair or replacement. Preliminary analysis indicates that BS1 structure is inadequate for repairs.

- Breasting structure 1 will be replaced with a new structure similar to existing breasting structures at facility.

Breasting Structure 3

- Install new pipe brace 3 at missing location.

- All existing braces will be moved up approximately 2 ft from original location.

c. **OIL DOCK 7**

URGENT ACTION ITEM: (High priority with urgency)

Barge Fender System

- Engineering Evaluation of fender system as a whole to determine correct hardware and chain layout for the elements present and align fender panels.

- Install new kevels at missing and damaged kevel locations.

Mooring Structure 4

- Engineering Evaluation of Mooring Structure 4 to determine capacity and recommendations for repair.

- Replacement of corroded bollards and repair of concrete cap.

REQUIRED ACTION ITEMS: (Priority Action Items)

- Engineering evaluation recommended to determine best removal method for piles that are damaging underside of the concrete deck.

d. **OIL DOCK 10**

URGENT ACTION ITEM: (High priority with urgency)

Breasting Structures 1 through 4

- Engineering Evaluation of Breasting Structures 1-4 and the repair or replacement option recommended through the evaluation.

- Breasting structures 1 through 4 will be repaired in place with new steel plate of similar thickness.

- New cylindrical fender units will be installed with new related hardware.

4. Provide technical criteria, written descriptions, and design data for PCCA's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist PCCA in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

5. Advise PCCA of any recommended adjustments to the Opinion of Probable Construction Cost (OPCC) and other Opinion of Probable Project Costs related to construction of the project as design progresses. The OPCC should generally follow the guidance of AACE International Recommended Practice (RP) 17R-97 with an estimated contingency percentage appropriate to the applicable design level.

6. Assist PCCA in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. Construction Drawings (and other drawings such as Survey Drawings and Record Drawings) are to be prepared using a contemporary (less than 5 years old) version of AutoCAD (Civil 3D required for Civil discipline). CAD files are to include all constituent components. All data shortcuts such as 'DREF' data links generated in Civil 3D shall be validated. An equivalency table shall be provided for all abbreviated point descriptions. All used point groups, surfaces, corridor models, alignments, assemblies, break lines, etc. shall be validated and rebuilt to confirm no errors exist prior to submittal to the PCCA. External references shall be validated to confirm broken or circular references are not present. Include all project external reference CAD files in the appropriate coordinate system with submittal as independent files. Prior to submittals, utilize 'etransmit' to confirm inclusion of ctb., fonts, XREF, etc. and to preserve the file directory structure. If used, the project .dst Sheet Set Manager template file is to be provided with the submittal(s). The CAD files shall be provided with the final sealed submittal, with the completed Record Drawings, and at any other time during the Final Design Phase upon request from PCCA.

    a. Prepare and assemble 60% Design and applicable bidding documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. Although all details and cross references may not be complete, the 60% submittal shall clearly reflect the essential existing and proposed project elements and design intent and shall identify any significant outstanding or remaining issues that need to be resolved. Provide Engineer recommendations as appropriate. Submit electronic files of the 60% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Deliverables for the 60% Design Submittal include: Completed Submittal Package Transmittal Form to document the deliverables contained in the 60% submittal.

    b. Completed Consultant Design Submittal Summary Form.

c. 60% OPCC in the format of the anticipated Bid Breakdown (PDF).

d. 60% Drawings for interim review (PDF) with related CAD files. Flatten and size PDF for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

e. Basis of Design, Summary of Design Criteria, Computer Models, and/or Summary of Calculations (as applicable to the scope and 60% design development; neatly organized and compiled into PDF documents and sealed at the applicable stage of design).

f. Table of Contents for the anticipated Technical Specifications (PDF).

g. Reference documents such as Geotechnical Report, related historical record drawings, utility records, USACE Permit, etc. (if applicable and not previously submitted).

8. Meet with PCCA if needed to discuss the review comments and to resolve any follow up questions or exceptions.

9. Prepare and assemble 90% Design and bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. The 90% submittal shall be essentially complete with the exception of minor, identifiable remaining items. If there are any remaining outstanding issues that need resolution, they must be clearly summarized. Provide Engineer recommendations as appropriate. Engineer shall provide written responses to the PCCA comments and questions from the previous submittal review and shall confirm in writing that the comments and questions have been addressed or resolved in the 90% submittal. Submit electronic files of the 90% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Deliverables for the 90% Design Submittal include:

   a. Completed Submittal Package Transmittal Form to document the deliverables contained in the 90% submittal.

   b. Completed Consultant Design Submittal Summary Form.

   c. 90% OPCC in the format of the Bid Breakdown (PDF and Excel).

   d. 90% Drawings for interim review (PDF) with related CAD files. Flatten and size PDF for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

   e. Basis of Design, Summary of Design Criteria, Computer Models, and/or Summary of Calculations (as applicable to the scope - any required Basis of Design, Summary of Design Criteria, and/or Summary of Design Calculations must be neatly organized into single PDF documents, sealed, and included with the 90% submittals if not previously sealed and submitted).

f. Table of Contents with proposed Technical Specifications in PCCA required format (single PDF with bookmarked Sections).

g. Reference documents such as the Geotechnical Report, related historical record drawings, utility and pipeline records, USACE Permit, etc. (if applicable and not previously submitted).

h. Written responses to PCCA review comments and questions on the previous submittal, indicating the actions that have been taken to address the comments in the 90% submittal and confirming that all comments have been addressed in the submittal or resolved with the PCCA Project Manager prior to the 90% submittal.

10. Meet with Authority if needed to discuss the review comments and to resolve any follow up questions or exceptions.

11. In accordance with the Contract Schedule, furnish for review by PCCA an unsealed prefinal PDF version of the prefinal Drawings and Specifications, assembled drafts of other Construction Contract Documents, draft bidding related documents (or requests for proposals or other construction procurement documents), and any other prefinal draft documents and review them with the PCCA. Engineer shall provide written responses to PCCA's comments from the 90% review and confirm in writing that PCCA's comments and any outstanding items have been addressed or resolved in the prefinal documents. The unsealed prefinal documents shall be essentially complete.

12. Within the time required by the Contract Schedule, PCCA will provide Engineer with any comments regarding the furnished prefinal items, and any instructions for revisions for the final documents that are to be sealed by a Registered Professional Engineer licensed to practice in the State of Texas. The Drawings and Specifications shall not be sealed prior to receipt of confirmation from the PCCA that they have been generally reviewed and deemed acceptable for finalizing.

13. In accordance with the Contract Schedule and upon receipt of PCCA's comments on the unsealed prefinal documents, revise the Drawings and Specifications, assembled drafts of other Construction Contract Documents, the bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with instructions from the PCCA, as appropriate, and submit the required electronic files of sealed final documents to PCCA. Deliverables for the sealed final documents include:

    a. Completed Submittal Package Transmittal form to document the deliverables contained in the final, sealed submittal.

    b. Completed Consultant Design Submittal Summary form.

    c. OPCC in the format of the Bid Breakdown (PDF and Excel).

    d. Sealed Drawings for bid issue (PDF). Flatten and size for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

    e. Bound CAD files in contemporary AutoCAD version (less than five years old) to

match the sealed PDF Drawings.

f. Technical Specifications and sealed Table of Contents (Word and PDF with bookmarked Sections) in required PCCA format.

g. Submittal log and product cut sheets. The submittal log shall reference the applicable section and paragraph number and the item to be submitted. The product cut sheets shall be current for all products, equipment, fixtures, hardware, concrete additives, etc. that are specified by product name either on the drawings or in the specifications.

h. Reference documents such as a Geotechnical Report, related historical record drawings, utility records, or USACE Permit (if applicable and not previously submitted).

i. Written responses to PCCA review comments (if any) on the prefinal documents, indicating the actions that have been taken to address the comments and confirming that all comments have been addressed in the sealed documents or resolved with the PCCA Project Manager prior to sealing.

B. Engineer shall conduct an internal quality control review of all Final Design Phase deliverables for reasonable accuracy, completeness, clarity, and constructability prior to submitting to PCCA for review. The Consultant's review shall be conducted by senior level professionals with appropriate experience for each discipline of work. Submittals deemed not suitable for distribution or issue due to lack of information, lack of clarity, or significant errors or conflicts will be returned to Consultant for a revised submittal at no added cost to PCCA or extension to the overall Project schedule. The general basis of a re-submittal request will be provided with the return, but a detailed review will not be conducted on an incomplete submittal.

C. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to PCCA the final signed and sealed Drawings and Specifications, design calculations, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables to the satisfaction of PCCA, including a copy of final AutoCAD drawings, applicable Word and bookmarked PDF files, and written confirmation that all PCCA comments have been addressed or resolved.

A1.03 Bidding or Proposal Negotiating Phase

A. Upon request by PCCA, Engineer shall provide up to 15 engineering service hours toward the following Bidding or Proposal Negotiating Phase services. These service hours are not to be invoiced except for services which are specifically requested. If requested by PCCA (and within the service hour limit), Engineer shall:

1. Attend pre-bid conference and provide a presentation of the technical aspect of the project as requested by the PCCA.

2. Prepare Addenda information as appropriate, and as requested by PCCA, to clarify, correct, or change the issued documents.

3. Assist PCCA in evaluating bids or proposals.

4. Provide information or technical assistance as requested by PCCA during any review of bids or proposals, or negotiations with prospective construction contractors.

5. Consult with PCCA as to the qualifications and experience of prospective contractors.

6. Consult with PCCA as to the qualifications and experience of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

7. Evaluate and provide a recommendation on the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.

B. Within five business days of the bid opening, Engineer shall prepare and submit a PDF of the Conformed Technical Specifications and Conformed Drawings incorporating the addenda issued during the Bid Phase. The phrase 'CONFORMED SPECIFICATIONS' with the date shall be added adjacent to the Engineer's seal on the specifications Table of Contents and on the first page of each modified specification. The phrase 'CONFORMED DRAWING' with the date shall be added adjacent to the Engineer's seal on the Cover Sheet, and the title block of each modified sheet (i.e., each addenda sheet) shall be marked 'Conformed Drawing' and shall be sealed by a registered Professional Engineer licensed to practice in the State of Texas. The addenda issued information shall remain intact. The conformed drawings shall not be otherwise altered from the bid and addenda issues.

C. The Bidding or Proposal Negotiating Phase will be considered complete upon award of construction contract, or upon written notice of completion from PCCA in the event a construction contract is not awarded.

A1.04 Construction Phase

A. To support general construction administration (not to be interpreted as Project Representative), upon request by PCCA the Engineer shall provide up to 25 engineering service hours toward the following Construction Phase services. These service hours are not to be invoiced except for services which are specifically requested. If requested by PCCA (and within the service hour limit), Engineer shall:

1. Selection of Independent Testing Laboratory: Assist PCCA in the selection of an independent testing laboratory to perform the testing services identified in the contract documents.

2. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.

3. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

4. Baselines and Benchmarks: As appropriate, establish construction baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

5. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep PCCA informed of the progress of the Work.

    b. The purpose of Engineer's visits to the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for PCCA a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

6. Defective Work: Recommend rejection of Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to PCCA regarding whether Contractor should correct such Work or remove and replace such Work, or whether PCCA should consider accepting such Work as provided in the Construction Contract Documents.

7. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth

in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform PCCA of such incompatibility, and provide recommendations for addressing such Work.

8. Clarifications and Interpretations: Respond to questions concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation - RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted to PCCA.

9. Change Orders and Work Change Directives: Review and provide recommendation(s) for action to the PCCA regarding Change Orders and Work Change Directives, as appropriate. Prepare related drawing revisions if requested by PCCA.

10. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for PCCA's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

11. Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

12. Substitutes and "or-equal": Evaluate and provide a recommendation on the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

13. Inspections and Tests:

    a. Review certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. Pursuant to the terms of the Construction Contract, recommend additional inspections or testing of the Work, whether or not the Work is fabricated,

installed, or completed.

14. Change Proposals, Value Engineering Proposals, and Claims: Review duly submitted Construction Contractor's request for Change Proposal (Contractor's proposal for a Change Order) or Contractor's Value Engineering Proposal, and within 30 calendar days after receipt of the Contractor's supporting data, provide recommendation to either deny the Change Proposal or Value Engineering Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to PCCA and Contractor. If the Change Proposal or Value Engineering Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties of such. Provide information or data to PCCA regarding engineering or technical matters pertaining to Claims.

15. Applications for Payment: Review Contractor's applications for payment and provide PCCA with a recommendation to pay, partially pay, or request a revised pay application.

16. Contractor's Completion Documents: Review maintenance and operating instructions, schedules, guarantees, certificates of inspection, tests and approvals, and Submittals, Shop Drawings, Samples, and other data submitted by Contractor. Review Contractor's redline drawings and as-built records and prepare and submit Record Drawings to PCCA as further described below.

17. Substantial Completion: In company with PCCA and Contractor, visit the Site to review the Work and determine if there are any apparent defects or if Project is substantially complete. Follow the procedures in the Construction Contract regarding development of defects or punch list and submit to PCCA recommendations for replacement or correction of defective work, if any, and punch list items to be completed. Assist PCCA regarding any remaining engineering or technical matters affecting PCCA's use or occupancy of the Work following Substantial Completion.

18. Final Notice of Acceptability of the Work: Conduct a final visit to the Project site to determine if the Work, including punch list items, is complete and acceptable for the Engineer to recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to PCCA that the Work is acceptable.

B. Record Drawings: Prepare Record Drawings from Contractor's as-built records (Contractor's red-line markups) and furnish the digital Record Drawings to PCCA in PDF and with bound AutoCAD files (Civil 3D required for Civil discipline) to match the PDF within 30 calendar days of receipt of Contractor's as-builts. Supplement Record Drawings with information regarding the completed Project, site, and immediate adjacent areas if obtained by Engineer from field observations, PCCA, utility companies, and other reliable sources. The Record Drawings shall:

1. identify the original engineer, license number, and seal date;

2. identify the firm, firm number, and location of the original sealed drawings;

3. identify the change(s) and revised alignments of existing and proposed features;

4. include a note on each sheet in place of the original seal with information on the original seal and seal date;

5. be identified as such in a note on each sheet; and

6. be prepared using a contemporary (less than five years old) version of AutoCAD. CAD files shall be in accordance with the CAD file requirements described above for the Construction Drawings.

PART 2 – SUPPORT SERVICES

A2.01 Support Services Required to be Listed in the Contract

Not Included in this Service Order Amendment

3. *(For Reference Only)* Service Order Summary

DESCRIPTION OF SERVICES	Original Service Order Breakdown	Amendment No. 1 Breakdown (current)	Amended Total Service Order Breakdown
BASIC SERVICES:			
Preliminary Design Phase	$148,812.00	$ 0.00	$148,812.00
Final Design Phase	$ 0.00	$324,325.00	$324,325.00
Bid / Solicitation Phase	$ 0.00	$ 13,020.00	$ 13,020.00
Construction Phase	$ 0.00	$ 21,780.00	$ 21,780.00
Subtotal, Basic Services	**$148,812.00**	**$359,125.00**	**$507,937.00**
SUPPORT SERVICES:			
Not included in this Service Order Amendment	$ 0.00	$ 0.00	$ 0.00
Subtotal, Support Services	**$ 0.00**	**$ 0.00**	**$ 0.00**
SUMMARY OF FEES:			
Basic Services Fee	$148,812.00	$359,125.00	**$507,937.00**
Support Services Fee	$ 0.00	$ 0.00	**$ 0.00**
Allowance for Addt'l Services (*PCCA auth. only*)	$ 0.00	$ 0.00	**$ 0.00**
TOTAL NOT TO EXCEED AMOUNT	**$148,812.00**	**$359,125.00**	**$507,937.00**

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 May 20, 2025.***

PORT OF CORPUS CHRISTI AUTHORITY "PCCA":		**ARDURRA GROUP, INC. "ENGINEER":**	
By:	_____	**By:**	_____
Title:	**Chief Executive Officer**	**Title:**	_____
Date:	_____	**Date:**	_____

This section is for PCCA use only.						
AS	BA	SM	PD	PR	SC	VE

DATE:	May 20, 2025
TO:	Port Commission
FROM:	Natasha Fudge, P.E. Director of Engineering Services
ANTICIPATED STAFF PRESENTER:	Amelie Arvin, EIT Project Engineer

Approve Master Services Agreement No. 25-05 and Service Order No. 1 with Wiss, Janney, Elstner Associates, Inc. in the amount of $723,082 for preliminary engineering services associated with the Cargo Dock 10 Assessment Project.

SUMMARY: Staff requests the approval of Master Services Agreement No. 25-05 and Service Order No. 1 with Wiss, Janney, Elstner Associates, Inc. in the amount of $723,082 for preliminary engineering services associated with the Cargo Dock 10 Assessment Project.

BACKGROUND: Cargo Dock 10 (CD-10) is a reinforced concrete pile supported dock constructed in 1937. The facility was initially intended for transfer of dry bulk cargo to and from rail cars on the dock. The dock was later modified to be a cold storage facility until the PCCA sold the facility, furniture, fixtures, and equipment in 2015. The dock itself remains and is located within the right-of-way of the new Harbor Bridge.

As TxDOT is nearing completion of construction of the main span of the new Harbor Bridge, assessment of Cargo Dock 10 is timely. PCCA is taking a proactive approach to evaluating the viability of the existing dock structure, which is important considering the structure's age and the prolonged exposure in a corrosive marine environment. To accurately assess the condition of the dock, a comprehensive evaluation is required, including detailed above and underwater inspections, materials testing, and corrosion analysis.

This project phase generally includes a comprehensive above and underwater inspection and condition assessment of Cargo Dock 10 with recommendations for repair, improvement, or other options. This also provides opportunity for an expanded look at the existing configuration of and synergy between Cargo Docks 10 and the adjacent Cargo Dock 9 for a conceptual level optimization of the area to support PCCA's future opportunities for cargo diversification.

The scope of services included with this service order include the following:

1. **Dock Condition Assessment** - Conduct a thorough structural evaluation of CD-10, including: half-cell potential testing to assess corrosion risk of the embedded reinforcement; concrete surface resistivity testing; and material evaluation of concrete core samples to assess quality, integrity, and strength. Results will inform the conceptual repair design.

2. **Cost Estimates -** Develop cost estimates for the following scenarios: repairing the dock to its original design capacity; upgrading the dock to increased capacities; and preparing a master plan for CD-10 and its surrounding area.

3. **VLCC Feasibility Analysis -** With the deepening of the ship channel, the completion of the new Harbor Bridge, and the proximity of the dock to the mouth of the Inner Harbor, it is worthwhile to analyze the existing dock facility to identify modifications that would be required to accept Very Large Crude Carriers (VLCCs) at the dock in the future should market conditions warrant.

4. **Cargo Dock 9 Synergy Evaluation -** Evaluate the spatial and functional relationship between CD-9 and CD-10 and identify opportunities to share infrastructure, enhance operational efficiencies, and improve marketability through coordinated redevelopment or upgrades.

Detailed design services are not included in this scope of work and will be negotiated separately, pending results of the comprehensive assessment.

Staff solicited a Request for Qualifications for engineering services for various projects in 2024, including improvements to existing docks and infrastructure, such as this project. A PCCA evaluation group selected Wiss, Janney, Elstner Associates, Inc. (WJE) as the most qualified firm for this project. WJE has worked with the PCCA before on projects, including the Bulk Dock 2 Shiploader Instrumentation and Load Testing Project, the Oil Docks 8 and 9 Cathodic Protection Project, and the Structural Repairs to PCCA Bridges Project.

Staff negotiated the attached service order with WJE in the amount of $723,082.

ALTERNATIVES: None.

CONFORMITY TO PORT POLICY: This project is in alignment with the mission of the Port. The project conforms to the PCCA's Strategic Plan 2026 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

EMERGENCY: No.

FINANCIAL IMPACT: This project is included in this year's budget with an allocation of $250,000.

STAFF RECOMMENDATION: Staff recommends the approval of Master Services Agreement No. 25-05 and Service Order No. 1 with Wiss, Janney, Elstner Associates, Inc. in the amount of $723,082 for engineering services associated with the Cargo Dock 10 Assessment Project.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Sonya Lopez-Sosa
	Jacob Morales
	Amelie Arvin
Legal	Standard Master Services Agreement and Service Order
Executive Staff	Kyle Hogan
	Kent Britton

LIST OF SUPPORTING DOCUMENTS:

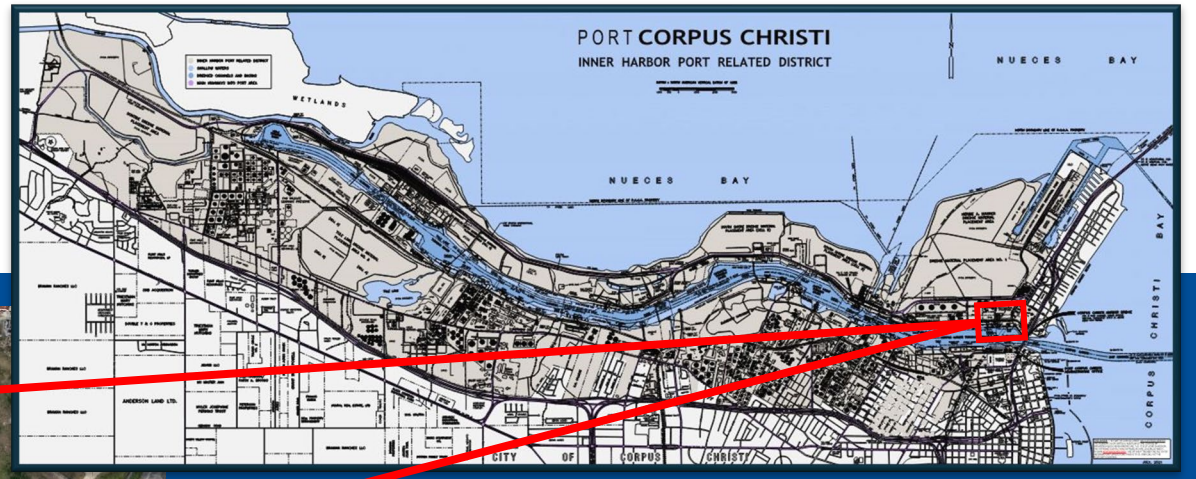
Exhibit
Master Services Agreement No. 25-05
Service Order No. 1

Cargo Dock 10 Assessment Project

Service Order with Wiss, Janney, Elstner Associates, Inc.

Summary

Perform a condition assessment of the dock and provide preliminary cost estimates to repair or upgrade the dock as well perform special planning of the area.





Action Item

Award design contract to
Wiss, Janney, Elstner Associates, Inc.
in the amount of $723,082.

SERVICE ORDER
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 25-05

PROJECT NAME: Cargo Dock 10 Assessment
PROJECT NO. 25-028A
SERVICE ORDER NO. 1
COMMENCEMENT DATE: May 20, 2025

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and Wiss, Janney, Elstner Associates, 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. **25-05** 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 Project described below.

1. Description of Project:

This Project generally includes an above and below water inspection and condition assessment of Cargo Dock 10 with repair or improvement options, a conceptual planning study for replacement of Cargo Docks 9 and 10 with new container wharf and associated facilities, related preliminary cost opinions, and engineering recommendations.

2. Services of Engineer (Scope of Services)

A. The specific Basic Services to be provided or furnished by Engineer under this Service Order are set forth in "Part 1 - Basic Services" of **Exhibit A**, "Standard Language for *Engineer's Services*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

B. The specific Support Services to be provided or furnished by Engineer under this Service Order are set forth in "Part 2 - Support Services" of **Exhibit A**, "Standard Language for *Engineer's Services*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

C. Engineering-based documents submitted under this Service Order shall include the responsible Engineer's identification and release note on documents submitted for interim review and the Engineer's seal on final documents. This includes bound or unbound engineering-based reports, studies, master plans, design basis, criteria, and calculations, quantity estimates, cost opinions, drawings, technical specifications,

addendums, change orders, and any other engineering-based document on which the PCCA will rely on for significant decisions, planning, and/or construction. If there is more than one responsible engineer, the respective responsibilities must be noted accordingly.

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:

ACTION	ALLOTTED CAL. DAYS	DUE ON OR BEFORE
PCCA Commencement Date	-	5/21/2025
• **Engineer – Preliminary Report Submittal**	**182**	**11/19/2025**
PCCA Team Review	21	12/10/2025
• **Engineer - Final Sealed Documents Submittal**	**14**	**12/24/2025**

This Service Order will expire on March 31, 2026.

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

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.

The Ceiling Price for this Service Order is $723,082.

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

(Method of Compensation Table located on the next page.)

SERVICE	NOT TO EXCEED AMOUNT
BASIC SERVICES:	
Preliminary Design Phase	$ 350,330.00
Final Design Phase – *Not included in this Service Order*	$ 0.00
Bid Phase – *Not included in this Service Order*	$ 0.00
Construction Phase – *Not included in this Service Order*	$ 0.00
Subtotal, Basic Services	**$ 350,330.00**
SUPPORT SERVICES:	
Geotechnical Report	$ 103,412.00
Underwater Inspection Report	$ 90,345.00
Master Plan for Container Wharf	$ 178,995.00
Subtotal, Support Services	**$ 372,752.00**
SUMMARY OF FEES:	
Basic Services Fee	**$ 350,330.00**
Support Services Fee	**$ 372,752.00**
TOTAL CONTRACT NOT TO EXCEED FEE AMOUNT	**$ 723,082.00**

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

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

- GBA Engineering, Inc.
- Lymon C. Reese and Associates, Inc.

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

Not Applicable.

8. Insurance Requirements:

In addition to the standard insurance requirements set forth in Section 11.01 of the Agreement, Engineer shall maintain the following additional insurance coverage described in Section 11.02 of the Agreement for as long as Engineer is providing services under this Service Order:

☐ Protective and Indemnity $1,000,000 per occurrence

9. Exhibits or Attachments to this Service Order:

Exhibit A – Engineer's Services for Service Order

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

Not Applicable.

11. 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: Kent Britton

Title: Chief Executive Officer

Date Signed: _____

Address for giving notice:
Attention: Director of Engineering Services
400 Harbor Drive
Corpus Christi, Texas 78401

PCCA's Designated Representative:

Natasha Fudge, P.E.

Title: Director of Engineering Services

Phone Number: (361) 885-6686

Email: Natasha@pocca.com

PCCA's Project Manager:

Amelie Arvin, EIT

Title: Project Engineer

Phone Number: (361) 885-6650

Email: aarvin@pocca.com

Engineer:

Wiss, Janney, Elstner Associates, Inc.

By: _____

Name: Carl J. "Chuck" Larosche, PE, F.ACI

Title: Senior Principal

Date Signed: _____

Address for giving notice:
Wiss, Janney, Elstner, and Associates
9511 N Lake Creek Parkway
Austin, Texas 78717

Engineer's Designated Representative:

Stephen W. Foster, PE, SE

Title: Associate Principal and Unit Manager

Phone Number: (512) 257-4800

Email: sfoster@wje.com

Note: Engineer must copy engadmin@pocca.com on all contract-related notices and general correspondences, Service Order invoices, and deliverables.

EXHIBIT A
ENGINEER'S SERVICES FOR SERVICE ORDER

PART 1 - BASIC SERVICES

A1.01 Preliminary Design Phase

A. Engineer shall:

1. Attend a Project kick-off meeting to review the general scope of work, objectives, and key elements of the Project, including anticipated budget and schedule.

2. Engineer will proceed with the study and evaluation of: repair to original capacity or strengthening to an upgraded live load capacity between 750psf to 1500 psf based on the results of the in-depth condition assessment or rebuild of Cargo Dock 10 to a live load capacity of 3,000 psf.

3. Review available survey, geotechnical, environmental, permits, historical record drawings, utility records, FEMA maps, and other pertinent available data. When applicable, contact utility and pipeline owners to obtain available information. Advise PCCA if additional investigations, studies, tests, professional services, reports, data, information, or other services are necessary to support final recommendations. If applicable, assist PCCA in obtaining such reports, data, information, or services. Include the scope recommendations as appropriate for additional:

    a. geotechnical investigations

    b. topographical surveys

    c. utility mapping

4. Visit the Site to perform a condition assessment of accessible above water and below water structural elements. The condition assessment will document visible distress and deterioration of individual elements and generally observe the condition of the different wharf components.

5. Visit the site to perform an in-depth assessment of up to 6 locations. The in-depth assessment areas will be selected based on location, condition, and element type and will provide information necessary to perform limited service life modeling and load rating analysis of the structure. At a minimum, one area will be selected for the main structural components which include piles, pile caps and deck beams, the deck, and walls. In each area both non-destructive and destructive evaluation techniques will be employed to determine the condition of the concrete materials, general conformance with the as-built drawings, and available rebar cover depth as applicable.

a. Perform Half-Cell Potential (HCP) measurements at in-depth assessment locations to identify the risk of corrosion of embedded reinforcement in general accordance with ASTM C876, Standard Test Method for Half-Cell Potentials of Uncoated Reinforcing Steel in Concrete.

b. Perform concrete surface resistivity will be measured with a four-pin Wenner-type probe at in-depth assessment locations.

c. Perform cover depth and rebar spacing survey. Reinforcement spacing and cover depth will be evaluated using ground-penetrating radar at in-depth assessment locations. Nondestructive testing equipment will be calibrated by directly drilling into the concrete and physically measuring the concrete cover. At a minimum, we anticipate obtaining cover depths and reinforcing bar spacing for each type of concrete element above the water line.

6. Visit the site to perform material sampling. Drilled core samples will be obtained for laboratory testing, as discussed later, in accordance with ASTM C42, Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete. We anticipate that the cores will be 3 to 4 inches (nominal) in diameter. Cores from the apron slab are anticipated to be full-depth cores, extracted from the topside. Cores from other elements are anticipated to be partial-depth cores, at least twice the diameter in length. The core drill will be bolted down to the concrete to minimize damage to the core sample during extraction. We will use GPR to locate reinforcement prior to taking cores; depending on the core location, reinforcement may be cut as part of the core extraction for further evaluation. We anticipate extracting cores from above the water line. Core holes will be repaired following coring operations using cementitious repair materials with either a dry-pack or flowable consistency as appropriate for hole orientation

7. Perform a limited service life modeling of the previously repaired structure and the development of a conceptual corrosion protection plan. The service life model will be used to determine the impact of any deterioration on future use of the structure. The service life model will consider the possible effects of chloride ingress and/or carbonation on corrosion and the influence of the element's exposure (e.g. tidal zone, splash zone, or atmospheric zone). Conceptual recommendations will be made to mitigate future deterioration as necessary based on the results of the service life model and the desired service life of the structure.

8. Perform a load rating analysis of the structure. To complete this task, a limited structural analysis will be performed to determine the demands and capacity of the structure based on the information gathered from our assessment and testing. It is assumed that PCCA will provide the basis of previous load ratings for review by the Engineer.

9. Perform material evaluation on collected concrete core samples to determine the general quality, integrity, and strength characteristics of the concrete. Test results will support the conceptual repair design for the existing wharf structure. Where feasible,

we will perform multiple types of tests on extracted core samples. Expected testing includes:

a. Petrographic Analysis – Concrete cores will be evaluated using applicable methods of ASTM C856, Petrographic Examination of Hardened Concrete, to characterize composition and general quality of the concrete, as well as to identify the presence of potential internal distress mechanisms, such as alkali-silica reaction (ASR).

b. Chloride Profile – Cores from various exposure conditions will be tested for chloride content versus depth from the surface using a modified version of ASTM C1152, Standard Test Method for Acid-Soluble Chloride in Mortar and Concrete, or ASTM C1218, Standard Test Method for Water-Soluble Chloride in Mortar and Concrete. Up to five slices from each core designated for chloride testing will be cut and pulverized for chloride content measurement.

c. Carbonation Depth – Carbonation depth will be measured on cores from various exposure conditions by exposing freshly-fractured surfaces to a pH indicator.

d. Concrete compressive strength tests. Up to six concrete cores will be collected from various structural elements and tested in accordance with ASTM C42, Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete. This testing will define the characteristic compression strength of the concrete.

10. Advise PCCA of any need for PCCA to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to PCCA's Specific Project requirements, and preparation of a related report.

11. After consultation with PCCA, recommend to PCCA the solution(s) which in Engineer's judgment meet PCCA's requirements for the Specific Project. The current anticipated solution options include:

    a. Repair Cargo Dock (CD) 10 to its original capacity.

    b. Repair and strengthen CD 10 to have an upgraded live load capacity between 750 psf to 1500 psf.

    c. Replace CD 10 with a new 3,000 psf live load capacity dock.

    d. Replace CD 9 and 10 with a new container wharf.

12. On projects that include structural engineering design the Consultant shall submit the structural analysis model used for project calculations. The model, created in RISA-3D, STAAD.Pro, SAP 2000, or another approved software, must include all applied loads, boundary conditions, and relevant parameters integral to achieving the final

structural design. This submission will ensure that the PCCA has a comprehensive understanding of the design process and allows for verification of the design's accuracy. The provided model shall be fully documented, including descriptions of the load cases, combinations, material properties, and any assumptions made during the design phase. It will serve as a reference for any future modifications or evaluations and support ongoing maintenance, review, and compliance efforts throughout the lifecycle of the facility.

13. If requested to do so by PCCA, assist PCCA in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to PCCA's instructions plan for the inclusion of sustainable features in the design.

14. Prepare Preliminary Design Phase documents consisting of the design criteria, basis of design options, applicable preliminary design calculations, conceptual layouts of existing and proposed elements, photographs (with a photo key map), recommendations with evaluations of potential alternatives and options, and written descriptions of the Specific Project. The documents should also include such things as a location map, an overall site layout and preliminary site plan, conceptual details of significant features, assumptions, alternative considerations that may improve the project use or efficiency. The key elements and issues should be stated, including the basis and objective(s) of the Project. The conceptual options will be in the form of exhibits in the Report and should convey a conceptual representation of the existing and proposed features that will be the basis for the future detailed design. The preliminary design phase documents will include the repair, strengthening, and rebuild concepts as well as up to 3 concepts for the replacement of Cargo Docks 9 and 10 with a container wharf and associated facilities.

15. Prepare a single PDF electronic file of the Preliminary Design Phase documents as described above in a bound Preliminary Design Report (the "***Report***") as requested by PCCA for interim review. Each section of the Report PDF shall be bookmarked. The bound Report will, as appropriate, include a Cover with the PCCA project name and number and the Engineer and Firm identification, a Table of Contents, a brief 1-3 page Executive Summary, the appropriate report narrative with exhibits and photos to clearly indicate the agreed-to scope and objective(s), requirements, considerations involved, and Engineer's recommended solution(s) and alternative(s) when applicable. If applicable, Geotechnical Report and other preliminary phase reports should be included in the Report Appendix. For each recommended solution, Engineer will provide a separately itemized Engineer's Opinion of Probable Construction Cost (EOPCC).

16. In accordance with the time allotted in the Contract Schedule, furnish the interim review copy of the bookmarked PDF of the bound Preliminary Design Report along with all other Preliminary Design Phase deliverables to PCCA, and review it with PCCA. The interim Report for PCCA review shall contain information that is reasonably complete, viable, clearly presented, and accurate enough to provide a basis for the PCCA to make informed decisions on the applicable scope and potential options going forward to meet the project objectives. PCCA will submit to Engineer

any comments regarding the furnished items within the time established in the Contract Schedule.

17. Meet with PCCA if needed to discuss the review comments and to resolve any follow up questions or exceptions.

18. In accordance with the time allotted in the Contract Schedule, revise the interim Preliminary Design Report and any other Preliminary Design Phase deliverables in response to PCCA's comments, as appropriate, and furnish one single, bookmarked PDF electronic file of the signed and sealed Preliminary Design Report along with AutoCAD files of the exhibits when applicable and any other Preliminary Design Phase deliverables to the PCCA. Engineer shall provide written responses to PCCA comments from the interim submittal to indicate how/where the comment has been addressed and shall confirm in writing that PCCA's comments have been addressed or resolved in the sealed Preliminary Design Report.

B. Engineer shall conduct an internal quality control review of all Preliminary Design Phase deliverables for reasonable accuracy, completeness, clarity, and constructability prior to submitting to PCCA for review. The Consultant's review shall be conducted by senior level professionals with appropriate experience for each discipline of work. Submittals deemed not suitable for distribution due to lack of information, lack of clarity, or significant errors or conflicts will be returned to the Consultant for a revised submittal at no added cost to PCCA or extension to the overall Project schedule. The general basis of a re-submittal request will be provided with the return, but a detailed review will not be conducted on an incomplete submittal.

C. Deliverables for the Preliminary Design Phase include:

1. Completed Submittal Package Transmittal Form to document the deliverables contained in the submittal.

2. Preliminary Design Report (interim review and final sealed versions) as described above with exhibits and preliminary drawings or layouts as needed to clearly identify key issues and significant existing and proposed elements and options with related costs and recommendations for PCCA consideration. Report shall be comprised of Geotechnical Report and other preliminary data as described in Part 2 Support Services.

3. Reference documents such as a Geotechnical Report, related reports, historical record drawings, utility records, USACE Permits, FEMA maps, etc. Include applicable reference documents in the Design Report Appendix and list in the Table of Contents.

4. Computer models.

5. Provide responses to interim review comments with the final sealed Preliminary Design Report.

D. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to PCCA the revised signed and sealed Preliminary Design Report and all other Preliminary Design Phase deliverables along with written confirmation that PCCA's comments and questions from the interim review have been addressed or resolved within the sealed Report. Engineer is not authorized to proceed to Final Design Phase without notification from PCCA.

A1.02 Final Design Phase - *Not included in this Service Order*

A1.03 Bidding or Proposal Negotiating Phase - *Not included in this Service Order*

A1.04 Construction Phase - *Not included in this Service Order*

PART 2 – SUPPORT SERVICES

A2.01 Support Services Required to be Listed in the Contract

A. Support Services for this Contract include:

1. **Geotechnical Study:** Provide a sealed Geotechnical Report based on geotechnical study needed for preliminary design. The Geotechnical Report shall:

   a. Reference the PCCA project name and PCCA project number on the cover and in the body of the Report.

   b. Include a statement to the effect that the Report was prepared for the Consultant on behalf of the PCCA. Statements to the effect that the Report is only for the exclusive use of the Consultant are not acceptable.

   c. The sealed Geotechnical Report shall be provided with the deliverables in the Preliminary Design Phase.

   d. The geotechnical study will evaluate the existing deep foundations, subsurface conditions, and slop stability at the site and consist of the following:

      i. A review of existing, available literature including but not limited to original construction documents, strengthening plans and projects, previous engineering evaluations and reports, and previous wharf inspections.

      ii. Determination of static axial and lateral pile capacities based on information gathered from the literature review. Pile Capacities will be determined for each pile zone identified at CD 10.

      iii. A pile driving analysis if pile driving records including number of blows per foot, helmet data, sequencing, penetration length, and other relevant information can be provided PCCA. This analysis can be used to determine any correlation with observations of previous/current pile cracks or spalling and provide the estimated static pile capacity for evaluation.

iv. A slope stability evaluation. The Engineer will measure existing slope profiles under CD10 and compare the existing profiles to previously measured profiles. Limit-equilibrium analyses will be used to evaluate the stability of the current slope with considerations for the resistance provided by the existing piles.

2. **Condition Assessment Report:** The sealed Condition Assessment Report shall be provided with the deliverables in the Preliminary Design Phase. The scope of the Condition Assessment is outlined in A1.01.

3. **Underwater Inspection Report:** Perform an inspection of the underwater wharf structure. This inspection will include:

   a. A review of all existing and available documents related to the construction of the wharf and previous engineering studies and inspection of the wharf.

   b. A visual/tactile inspection of 100% of the underwater portions of piles from the mudline to the waterline.

   c. A visual/tactile inspection of 100% of the shoreline, above and below water.

   d. Limited cleaning and inspection of 20% of the total number of piles. 30% of the piles selected for limited cleaning will be at the dock front face and the remaining piles will be randomly selected.

   e. In-depth assessment using either non-destructive or partially destructive testing on 5% of the total number of piles. These piles will be selected from those that were included in the limited cleaning portion of the work.

   f. If present, a visual inspection of all sacrificial bulk anodes and a section loss assessment of 20% of the anodes.

   g. Soundings to measure depth and capture the slope and elevation of the mudline for comparison to the PCCA Mean Lower Low Water Datum. Soundings will start with a line parallel to and 10-feet out from the face of the dock and continue in lines parallel to the dock faces.

   h. A report of findings from the tasks described above to be included as an attachment to the Preliminary Design Report.

4. **Topographic Survey:** Perform a partial topographic survey utilizing aerial LiDAR and collect high quality drone imagery of the potential new container wharf and associated facilities area to support the development of conceptual plans, including:

   a. Utilize drone mounted cameras to capture high quality, geo-referenced imagery in order to create a geo-referenced orthomosaic image. The Orthomosaic image with have a GSD (ground sampling distance) of 1 inch or less. The orthomosaic image will encompass the scope area of approximately 297 acres.

b. Utilize a drone-based LiDAR mapping system to collect surface elevations needed for the creation of Digital Elevation Model (DEM). The DEM will encompass the scope area of approximately 297 acres. The intent in performing the Aerial LiDAR is to collect information rapidly and efficiently on the land surrounding the project site.

c. Deliverables include geo-referenced Orthomosaic imagery (. GeoTIFF and CAD format), DEM, and 0.5' contours in CAD format.

5. **Master Plan for Container Wharf:** Prepare conceptual planning study for the replacement of Cargo Docks 9 and 10 with a container wharf and associated facilities, including:

a. Coordinate with project stakeholders (assumes 1 in-person kickoff meeting to discuss project considerations, such as desired vessel size, container yard capacity, and intermodal connectivity; 3 in-person project stakeholder meetings to discuss preliminary concepts; and limited coordination with project team members, tenant(s), railroads (BNSF, Canadian Pacific Kansas City, and Union Pacific), United States Army Corps of Engineers (USACE), Texas Department of Transportation (TxDOT), City of Corpus Chrisi, and Texas State Aquarium).

b. Review available information, such as PCCA Strategic Plan 2026 and 2025 Final Budget Summary; existing and new topographic, boundary, and hydrographic surveys; existing and new geotechnical investigation reports; existing infrastructure (utilities, marine access, vehicular access, and rail access); existing traffic data; permits; zoning; NOAA water level data/flood protection requirements; regulatory requirements (USACE, USCG, TxDOT, and City of Corpus Christi); and state of the practice facility configurations, equipment, and methods.

c. Determine minimum facility requirements for container wharf, container yard, access roads, drainage, environmental, and permitting to facilitate conceptual planning efforts.

d. Prepare up to 5 preliminary concepts (narrative only with rough sketch) for review by project stakeholders.

e. Select up to 3 concepts for further refinement in consultation with project stakeholders and prepare sketches of refined concepts on aerials.

f. Identify required right-of-way, utilities, and critical potential conflicts and other factors to be evaluated during final design.

g. Prepare preliminary opinions of probable construction cost (OPCC) for each refined concept (assumes 3 OPCCs).

h. Prepare report summarizing the conceptual planning study and recommendations for which concepts provide the best balance of effectiveness and economy.

6. Any tasks not specifically noted in this subsection are not included, such as environmental assessment (NEPA); evaluation of project impact on adjacent businesses and residents (e.g., air quality, noise, light, traffic, recreation/tourism); cultural resources study (e.g., archaeological, historical, cultural, tribal); biological assessment (e.g., threatened or endangered species); wetland delineation; boundary survey and detailed topographic survey; geotechnical investigation and analysis; traffic study; design; graphic design for marketing materials; and economic analysis and grant applications.

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of May 20, 2025

DATE: May 20, 2025

TO: Port Commission

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

Robert Schulz, Manager of Environmental Compliance
rschulz@pocca.com
(361) 885-6609

Award an indefinite deliverable/indefinite quantity Debris Management Services Contract to DRC Emergency Services, LLC (DRC), for a two and one half (2-1/2) year term for response to hurricanes or similar catastrophic events.

SUMMARY: Staff is seeking Commission approval of a Debris Management Services Contract with DRC Emergency Services LLC (DRC), which is an indefinite deliverable/indefinite quantity contract, for a two and one half (2-1/2) year term for debris management during debris removal work related to hurricanes or similar catastrophic disaster events. The contract is essential to Port readiness for the following reasons:

- It promotes preparedness and governmental reimbursement assurance for emergency incidents by having qualified and informed response contractors in place.
- It restores operations quickly following an incident by clearing the ship channel of debris and ensuring timely access to necessary resources.
- It enhances organizational resilience in clearing Port inland property of debris generated by catastrophic incidents.

Additionally, the contract is strictly for catastrophic events and is activated upon specific initiation by Authority staff and only after initial damage assessments and follow-up assessments are completed. This scope of work is replacement of a three-year contract for those same services that expires May 31, 2025.

BACKGROUND: On April 3, 2025, a Request for Proposals (RFP) was issued for Debris Management Services. Staff expected to receive proposals from multiple providers. However, of the 49 companies that downloaded the RFP from the Port's procurement website, DRC was the only proposer. The scarcity of proposals is likely due to the relatively large commitment of resources required for work that may not materialize. DRC has the

qualifications, expertise, and safety performance record, and their fee proposal is in line with the current contract, allowing for inflation.

Incidentally, DRC holds the current contract for this work, awarded in 2022 and set to expire May 31, 2025. The proposed contract contains rates which were negotiated following receipt of DRC's proposal and is comprised of a 9% increase in unit pricing amounts when compared to DRC's current contract. The increase is consistent with inflation since 2022.

The primary function of this contract will be to retain DRC on standby to immediately respond to a disaster, primarily a hurricane, or other catastrophic event, and assist with or conduct total management of debris. Services include, but are not limited to, large-scale debris removal, separation, storage, processing, transportation and disposal, managing and operating Debris Management Sites (DMS), demolition and demolition debris removal, hazardous and infectious waste handling, tree trimming, stump grinding and removal, shallow and deep water marine salvage operations, waterway debris clearing, sand removal from roads, streets and rights-of-way, storm water system clean out, emergency berm construction, provision of ice, water, and generators, project management assistance, and assistance with Federal and State reporting and reimbursement efforts. This agreement also qualifies as a pre-event contract for debris generating events and reimbursement under future FEMA Disaster funding.

ALTERNATIVES: Executing this agreement now instead of at the time of a disaster locks in the rates and commits response resources now, regardless of the size of the disaster event.

CONFORMITY TO PORT POLICY: This request conforms to the Port's Strategic Plan 2026; Strategic Plan Goal #3 Provide Facilities & Services to Meet Customer Needs. This contract for future potential projects also conforms secondarily to Strategic Plan Goal #4, to Be an Environmental Leader.

EMERGENCY: Hurricane season begins June 1st. It is vital for the Port Authority to maintain continuity with a debris management services contractor who is readily available to immediately respond to hurricanes and other types of disasters that generate significant quantities of debris.

FINANCIAL IMPACT: This contract is anticipated to be reimbursable by the Federal Emergency Management Agency (FEMA).

STAFF RECOMMENDATION: Staff recommend approval of a Debris Management Services Contract with DRC Emergency Services, LLC for on call debris management monitoring services for indefinite deliverable/indefinite quantity over a two and a half (2 1/2) year term.

DEPARTMENTAL CLEARANCES:

Originating Department Environmental Planning & Compliance

Reviewed & Approved	Sarah Garza Robert Schulz
Legal Reviewed	Dane Bruun
Executive Staff	Jeff Pollack Kent Britton

LIST OF SUPPORTING DOCUMENTS:

Services Contract

DEBRIS MANAGEMENT SERVICES CONTRACT

THIS DEBRIS MANAGEMENT SERVICE CONTRACT (the "Contract") is made and entered into effective as of the 20th day of May 2025 ("Effective Date") by and between the Port of Corpus Christi Authority of Nueces County, Texas ("Authority"), and DRC Emergency Services, LLC ("Service Provider"), 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 Service Provider and the Service Provider hereby accepts its engagement for the purpose of providing to Authority the consulting services ("Services") as are generally described in the "Scope of Services" set forth in Exhibit A to this Contract which is incorporated herein by reference.

2. PERIOD OF SERVICE: Services pursuant to this Contract will be required on an irregular and as needed basis during the term of this Contract, and Authority has not made nor does it make any representation of any kind or guarantee regarding the amount of Services Authority will require from Service Provider under this Contract. The term of this Contract shall begin on the Effective Date and end on November 30, 2027, unless earlier terminated as provided herein. Time is of the essence in performance of this Contract. There will be no obligation established between Authority and the Service Provider for performance of the Services until Authority provides the Service Provider 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) November 30, 2027, (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 Service Provider 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 Service Provider and administer this Contract. It shall be the responsibility of the Service Provider to coordinate all assignment-related activities with the Project Representative.

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

Robert P Schulz
Port of Corpus Christi Authority
400 Charles Zahn, Jr. Drive
Corpus Christi, TX 78401
(361) 885-6609
rschulz@pocca.com

Authority may change the Project Representative at any time by giving the Service Provider 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:
Kent A. Britton
Chief Executive Officer
Port of Corpus Christi Authority
400 Charles Zahn, Jr. Drive
Corpus Christi, Texas 78401
E-mail: sstrawbridge@pocca.com

If to the Service Provider:
Kristy Fuentes
Vice President
DRC Emergency Services, LLC
PO Box 17017
Galveston, Texas, 77552
E-mail: kfuentes@drcusa.com

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

5. CHANGES: This Contract may be changed or modified at the request of either the Service Provider 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. SERVICE PROVIDER'S RESPONSIBILITIES: In addition to all other obligations contained herein, the Service Provider agrees, warrants, and represents that:

6.1 The Service Provider 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 Service Provider shall perform the Services with the professional skill and care ordinarily provided by competent Service Providers practicing in the same or similar locality and under the same or similar circumstances and professional license;

6.3 The Service Provider 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 Service Provider 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 Service Provider will not use any third party's confidential or propriety information, or infringe the rights of another party, nor will the Service Provider 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 Service Provider 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 Service Provider is an independent contractor for the performance of his duties under this Contract. Accordingly, the Service Provider shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Service Provider's activities in accordance with this Contract. Service Provider is responsible for payment of the compensation, including any withholding, Social Security, or other taxes on such compensation, of any subcontractors retained by Service Provider, or Service Provider's employees performing Services consistent with its status as an independent contractor and in compliance with all applicable laws and regulations;

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

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

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

7. COMPENSATION: The compensation to be paid Service Provider for providing the Services will be the compensation described in Exhibit B hereto which is incorporated herein by reference. The Authority does not guarantee any minimum or maximum quantities, any range of quantities, or the exact quantities shown for each item of the Contract, and the quantities of debris needing management cannot be identified at this time.

8. INVOICE PROCEDURE AND PAYMENT: Service Provider 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 Service Provider and reimbursable costs. Service Provider will provide sufficient detail with each invoice to substantiate the requested amount of monthly payment. At the Authority's request, Service Provider 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: Service Provider shall procure and maintain at its sole expense, for as long as Service Provider 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 Service Provider from claims which may arise out of or result from Service Provider's Services pursuant to this Contract, whether such operations be by Service Provider, by any subcontractor of Service Provider, by anyone directly or indirectly employed by Service Provider or Service Provider's subcontractor, or by anyone for whose acts Service Provider or Service Provider's subcontractor may be liable. At least five (5) days prior to execution of this Contract, Service Provider 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. Service Provider 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 Service Provider and the injury or death of any person employed by Service Provider. To the fullest extent allowed by law, Service Provider 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 Service Provider, its employees, agents, or subcontracted Service Providers, or others for whom the Service Provider is legally liable, in the performance of Services under this Contract. The Service Provider is not obligated under this paragraph to indemnify the Authority Parties for the negligent acts of the Authority Parties.

Service Provider'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 Service Provider to any employee of Service Provider under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The obligations of the Service Provider 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: Service Provider 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 Service Provider 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 Service Provider 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 Service Provider of such action. Upon termination of this Contract in accordance with this paragraph, Authority will have no further obligation to the Service Provider hereunder except to pay the Service Provider unpaid fees and expenses which the Service Provider can reasonably show to have been earned under this Contract. **Under no circumstances may Service Provider claim or recover consequential damages from Authority.**

In the event of suspension of Services, the Service Provider 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 Service Provider's negligence or failure to perform shall not affect the Service Provider'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 Service Provider, 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 Service Provider 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: Service Provider will designate in writing to Authority its representative, and the manner in which it will provide staff support for the project, which must be approved by Authority. Service Provider 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 Service Provider's previously assigned personnel, including Service Provider's 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, Service Provider shall replace such personnel with personnel substantially equal in ability and qualifications for the positions and shall submit the proposed replacement personnel qualification and abilities to the Authority, in writing, for approval.

18. OWNERSHIP OF WORK PRODUCT: Studies, plans, reports, surveys, drawings, specifications, computations and other information (collectively "Work Product") and documents prepared by the Service Provider, subcontracted service providers, 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 Service Provider, subcontracted service providers, and/or suppliers.

19. CONFIDENTIAL INFORMATION: It is understood that information developed by or communicated to Service Provider in the performance of this Contract, as well as any and all information in whatever form or medium supplied to Service Provider in connection herewith which is not generally available to the public is proprietary to the Authority and constitutes confidential information of the Authority. Service Provider 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 Service Provider becomes aware that confidential information must be

disclosed under a legal requirement, Service Provider 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 Service Provider 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 Service Provider.

24. NO ORGANIZATIONAL CONFLICT OF INTEREST: Service Provider 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 Service Provider is unable or potentially unable to render impartial assistance or advice to Authority or the Service Provider's objectivity in performing the services under this Contract is or might otherwise be impaired. An "Organizational Conflict of Interest" also exists if an owner, director, manager, trustee, or employee of the Service Provider publicly opposes, works against, or takes a position adverse to the project, permit, or objectives for which the Service Provider is engaged hereunder. Service Provider agrees to immediately notify Authority of any actual or potential Organizational Conflict of Interest that develops or occurs during the term of this Contract. Service Provider 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 2271.002, TEXAS GOVERNMENT CODE: To the extent required by Section 2271.002 of the Texas Government Code, Service Provider represents that Service Provider 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. FEDERAL CONTRACTING PROVISIONS: Service Provider agrees to comply with all federal contracting provisions and certifications attached hereto in Exhibit D.

29. 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: Kent A. Britton

Title: Chief Executive Officer

Date: _____

"Authority"

DRC EMERGENCY SERVICES, LLC

By: Kristy Fuentes (May 15, 2025 10:40 CDT)

Name: Kristy L. Fuentes

Title: Vice President

Date: 05/15/2025

"Service Provider"

EXHIBIT A

SCOPE OF SERVICES

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

This scope of work is to perform services that meet or exceed the mandatory requirements of "eligible work" under FEMA Public Assistance regulations. Eligible debris is as determined and illustrated by the FEMA Public Assistance Debris Management Guide (FP 104-009-2).

Services under this contract may include, but are not limited to, large-scale debris removal, separation, storage, processing, transportation and disposal, managing and operating Debris Management Sites (DMS), demolition and demolition debris removal, hazardous waste handling, tree trimming, stump grinding and removal, marine salvage operations, waterway debris clearing, sand removal from roads, streets and rights-of-way, storm water system clean out, emergency berm construction, provision of ice, water and generators, project management assistance, and assistance with Federal and State reporting and reimbursement efforts. All work shall be performed in accordance with FEMA guidelines and will comply with the General Contract Provisions outlined in Exhibit D, which is herein incorporated by reference.

Service Provider will adhere to identified response timeline as outlined below for each event, regardless of size:

- **A.** Alert Phase: Beginning at 72 hours prior to a predicted event, notify Authority Project Manager and at discretion of Authority mobilize staff 24 hours prior to disaster to the Authority's designated Emergency Operations Center. This will also include pre-staging of equipment and establishing push routes for clearing debris following the onset of the incident.
- **B.** 24-Hours Post Event: Mobilization of Project Manager and equipment, if has not already occurred during Alert Phase. Begin permitting and mobilizing Debris Management Site(s) (DMS). Hold initial safety meeting with Service Provider employees and subcontracted employees. Participate in initial damage assessment as directed by Authority.
- **C.** 48-Hours Post Event: Crew type and quantity identified, with 50% equipment and manpower in place, one functional DMS, and collection zones mapped and approved by Authority.
- **D.** 96-Hours Post Event: Full mobilization is complete, emergency push operations are complete, required plans approved by Authority or its designated representative.

Service Provider shall provide a "clean as you go" policy and supervise and enforce such policy during all debris management operations.

The following event scenarios will be used at the Authority's discretion and Service Provider will be notified of the request to mobilize under a specific scenario. Alternatively, and only with specific written approval by the Authority, a job under this contract may be completed using the Hourly Material, Labor, and Equipment Price Schedule included in Exhibit B. In this event, the specific line items to be used will be agreed to in advance prior to starting any work by the Authority and the Service Provider.

A. Spot Jobs – Assisting Port Personnel. In this scenario, Service Provider will be called upon only to provide assistance with removal, hauling, and/or reduction of localized woody debris. The work will most likely be assisting Authority resources.

B. Small Event. In this event, Service Provider will provide all necessary supervision, labor, and all equipment to clear, remove, haul, recycle, and/or dispose of all types of debris with its own resources except that Authority property may be provided for temporary storage. Any Authority property provided shall be reclaimed at the conclusion of the work as described herein. The quantity shall not be so significant as to require specialized reduction in volume such as by burning.

C. Significant Event – Removal, Reduction and Hauling Woody Debris. In this event Service Provider will provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch) and haul woody debris to a disposal site designated, managed, and operated by a government agency or third party.

D. Significant Event – Removal, Reduction, Hauling, and Separating Mixed Debris. In this event Service Provider will provide all necessary supervision, labor, and all equipment to remove, reduce and haul mixed debris to recycling and disposal site(s) designated, managed, and operated by Service Provider or a third party.

E. Catastrophic Event. In this event, Service Provider will provide all necessary supervision, labor, and all equipment to remove, reduce, recycle, and haul mixed debris to multiple disposal sites.

F. Catastrophic Event with Event Site Management. In this event, Service Provider will be tasked to plan, set up, mobilize equipment, manage, and operate one or more mixed debris management sites including burn operations. DMSs may be located on and off Authority property in this scope of work scenario. Service Provider will be responsible for all necessary traffic control, weighing, measuring, reduction, recycling, and all other necessary operations for the operation of the site(s) through close out of the site(s). Permitting will be in the name of the Authority.

G. Shallow Wet Debris Removal. In this event, Service Provider will be tasked with removing shallow wet debris in ten (10) feet of water or less. Service Provider will clear waterways and submerged lands of debris and fallen trees as identified and directed by the Authority or its designated representative in writing. These areas include Authority and public waterways where specific wet debris targets have been located, categorized and approximate size calculated. Service Provider will provide all necessary supervision, labor, and all equipment to remove and dispose or recycle wet marine debris to site(s)

designated, managed, and operated by Service Provider. Service Provider will coordinate removal activities with Authority Harbormaster.

H. Deep Wet Debris Removal. In this event, Service Provider will be tasked with removing wet debris in water depths of ten (10) feet to fifty-four (54) feet. Service Provider will clear the channel, canals, waterways, and submerged lands of debris and fallen trees as identified and directed by the Port Authority or its designated representative in writing. These areas include Port Authority and public waterways where specific wet debris targets have been located, categorized and approximate size calculated. Service Provider shall provide all necessary supervision, labor, and all equipment, including specialized debris removal equipment, to remove and dispose or recycle wet marine debris to site(s) designated, managed, and operated by the Service Provider. This includes specialized equipment for deep water retrieval. Service Provider shall coordinate removal activities with Port Authority Harbormaster.

The specific services that will be undertaken at the direction of the Authority under either a specific scenario or on a time and materials basis are defined in the tasks outlined below.

Task 1 - Debris Removal

As per the Request for Proposals dated April 3, 2025 and associated addendums, Service Provider shall provide services at the request of the Authority for disposal of all eligible debris (including wet debris), reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State, and local laws, standards and regulations. Service Provider shall be responsible for all transportation and landfill-tipping fees.

All debris shall be processed in accordance with local, State and Federal law, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved by the Authority. Prior to reduction, all debris shall be segregated as follows and guided by the FP 104-009-2 guidelines for such things as:

- Vegetative debris and stumps;
- Wet debris / marine debris;
- Construction and demolition debris;
- Recyclable debris;
- White goods;
- Hazardous waste;
- Soil, mud and sand;
- Vehicles and vessels;
- Dead animal carcasses; and
- Other garbage and wastes.

A. Vegetative Debris and Stumps. As identified and directed by the Authority, Service Provider will provide all labor, services, equipment, materials, and supplies necessary to collect vegetative debris and mixed debris from the Authority property and adjacent rights-of way. Vegetative debris and other natural materials that can be chipped, mulched, burned and disposed of in some other similar manner will be handled separately from mixed debris.

Mixed debris should be separated to the extent practical. Mixed debris that can't be segregated will be appropriately and conservatively managed.

As identified and directed by the Authority or its designated representative, Service Provider will remove all stumps, haul each stump to a designated DMS, and backfill each stump hole with compatible material as determined by the Authority or its designated representative and Service Provider. Each stump will be inspected by the Authority or its designated representative and Service Provider's inspectors and documented as to the appropriate size and payment category. Payment for stumps with a diameter of twenty-four (24) inches or less (as measured two feet from the ground) will be included in the cubic yard price for debris removal. Stumps with a diameter of greater than twenty-four (24) inches will be paid at a separate cubic yard price based on the Stump Conversion Table in FEMA DAP9523.l 1, Hazardous Stump Extraction and Removal Eligibility, dated May 2007, or any subsequent edition. All stumps regardless of size that are in the public rights-of-way but not in the ground will be picked up, or other designated site, and included in the overall cubic yard price for debris removal. Service Provider will provide and transmit photographs and GPS coordinates of questionable debris or trees or stumps to the Authority or its designated representative to obtain Authority or FEMA review and approval.

B. Wet Debris / Marine Debris. Service Provider will clear canals, waterways and submerged lands of debris and fallen trees as identified and directed by the Authority or its designated representative in writing. Service Provider will ensure all work is eligible and documented in compliance with FEMA requirements for reimbursement.

C. Construction and Demolition Debris. Service Provider will pick up and transport eligible Construction and Demolition Debris (C&D) existing on Authority property to an Authority approved DMS or final disposal site in accordance with all federal, state, and local rules and regulations. Removal of eligible C&D debris existing on Authority property will be performed as determined by the Authority or its designated representative. Once the debris removal vehicle has been issued a load ticket from the Authority's representative, the debris removal vehicle will proceed immediately to an Authority approved DMS or final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued and all debris will be removed from each location before proceeding to the next location, unless directed otherwise by the Authority. Service Provider must provide traffic control as conditions required or directed by the Authority.

D. Recyclable Debris. Service Provider will recycle all eligible recyclable materials including televisions, computers, computer monitors, microwaves, scrap metal, plastic, aluminum, fuels, oils and batteries, etc., in accordance with all rules and regulations of local, state, and federal regulatory agencies.

E. White Goods. Service Provider will dispose of all white goods encountered in accordance with applicable Federal, State and local laws. Service Provider will remove and recover Freon from any white goods, such as refrigerators, freezers or air conditioners, in accordance with applicable regulations. Service Provider will recycle all eligible white goods in accordance with all Federal, State and local laws and regulations. Refrigerant-

containing items will have such refrigerants removed prior to mechanical loading or will manually be loaded and hauled to a designated Authority approved DMS for refrigerant removal by the Service Provider's qualified technicians. White goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling or recycling. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. Appropriate documentation of technicians licensing and qualifications shall be provided to Authority prior to any activities related to Freon removal and/or recycling.

F. Hazardous Waste Abatement. Service Provider will conduct abatement of hazardous waste identified by the Authority in accordance with all applicable federal, state, and local laws, standards and regulations. This will include all infectious, chemical, biological, radiological and nuclear wastes and contaminated debris.

G. Soil, Mud and Sand. Service Provider shall clean and open all drainage systems, retention areas, and remove accumulated soil, mud and sand within the Port area. Natural drainage areas, retention basins or naturally vegetated areas will be restored and finally stabilized with vegetation or other appropriate erosion control measures.

H. Vehicles and Vessels. Service Provider, as directed by the Authority or its designated representative, will remove vehicles and vessels from upland areas, submerged land and waterways.

I. Dead Animal Carcasses. Service Provider will collect, transport and dispose of dead animal carcasses including, but not limited to, dead livestock, birds, fish, marine mammals, large and small animals, in any permissible manner consistent with federal, state and local laws and regulations.

J. Infectious Waste. The Company will collect, transport, and dispose of infectious waste including, but not limited to, cultures and stocks of infectious agents, pathological wastes, waste human blood and blood products, sharps used in patient and animal care, laboratory wastes, dialysis waste, and used personal protective equipment.

K. Other Garbage and Waste. Service Provider will collect garbage and waste typically composed of food, plastics, and paper and dispose of in accordance with applicable federal, state and local laws.

L. Emergency Road Clearance. Immediately following a disaster, it may be necessary for Service Provider to cut, toss and/or push debris from primary transportation routes as identified and directed by the Authority. Payment under this item will be on an hourly basis. This hourly work will only be conducted for the first seventy (70) hours in accordance with FEMA guidelines, only unless otherwise agreed in writing.

M. Priority of Work Areas. The Authority will approve all areas that Service Provider will be allowed to work. Daily and/or weekly scheduled meetings will be held to identify and determine approved work areas. Service Provider shall remove all eligible debris and leave

the site from which the debris was removed in a clean and neat condition. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the Authority Director of Environmental Planning & Compliance or her designated representative.

N. Inspections and Documentation. All debris shall be subject to inspection by the Authority or its designated representatives or any State or local authority in accordance with generally accepted standards to insure compliance with the contract and applicable federal, state and local laws and regulations. Service Provider shall, at all times, provide the Authority, its designated representatives, and State regulators access to all work sites, DMS and disposal areas. All visitors to Service Provider's work sites, DMS and disposal areas will be required to adhere to Service Provider's specific Site Safety Plan at all times. Service Provider and the Authority will have in place at the DMS, personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the DMS. Service Provider shall prepare all Federal (FEMA) and State reports for any potential reimbursement. The Authority or its designated representative shall review all documentation prior to submittal. Service Provider will work closely with the Authority, FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.

O. Working Hours. All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the DMS will be allowed during visible daylight hours only between dawn and dusk. Service Provider may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the DMS, debris reduction may take place twenty-four (24) hours, seven (7) days per week if Service Provider deems it necessary and safe, subject to Authority approval. Service Provider shall be responsible for obtaining additional sites not on Port property to stage equipment, such as trucks, while not in use. Holiday leave and DMS site closures may be authorized based on operational needs and with Authority and State approval.

P. Priority of Work Areas. The Authority will approve all areas that Service Provider will be allowed to work. Daily and/or weekly scheduled meetings will be held to identify and determine approved work areas. Service Provider shall remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the Port Authority Director of Environmental Planning & Compliance or her designee.

Q. Traffic Control. Service Provider shall mitigate the impact of its operations on local traffic to the fullest extent practicable. Service Provider is responsible for establishing and maintaining appropriate traffic controls in all work areas, including at DMSs. Service Provider shall provide sufficient signage, flags, barricades and appropriate public safety personnel to ensure the safety of vehicular and pedestrian traffic in all work areas, and shall be compliance with the latest edition of the Texas Manual of Uniform Traffic Control Devices (TMUTCD).

R. Transportation of Debris. Service Provider shall secure debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Service Provider shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with TxDOT guidelines. As required, Service Provider will survey the primary routes used by Service Provider for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s). Service Provider shall respond to complaints within twenty-four (24) hours. Where debris removal is accomplished and there is damage due to Service Provider's operations, Service Provider shall be responsible for returning those areas to their original condition. All damages to pavement, sidewalks, curbs, utility lines or any other infrastructure shall be repaired or restored to the satisfaction of the Authority. Additionally, any areas in the City or County impacted by Service Provider's debris management services in any way will be immediately addressed and returned to their original condition by Service Provider to the satisfaction of the impacted entity.

S. Entry Authorization. The Authority will provide specific right-of-entry (ROE) legal and operational procedures to tenant occupied Authority property for debris removal. The Authority will work on a case-by-case basis with tenants based upon Authority and tenant agreements.

T. Monitoring & FEMA Compliance. Service Provider will work closely with the Authority's Debris Monitoring contractor to ensure that all work is FEMA-compliant and all documentation is properly prepared, maintained, or obtained, including GPS coordinates and photos. Service Provider's failure to utilize federally approved documentation while performing work may result in nonpayment of services to Service Provider by the Authority.

Task 2 - Debris Management Sites (DMS)

A DMS is a Texas Commission on Environmental Quality (TCEQ) authorized site where debris is sorted, stored, reduced, grinded, and prepared for final disposal. Service Provider will lease/own, prepare and maintain a sufficient number of Debris Management Sites to accept and process all eligible debris. Preparation and maintenance of facilities shall include maintenance of the DMS approach and interior road(s) for the entire period of debris hauling, including provision of stone or other materials necessary for any roads that require stabilization for ingress and egress. Each site shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. Service Provider will be responsible for obtaining any required permits. At the Authority's discretion, Authority owned rights-of-way or other Authority owned property may be provided for temporary storage of debris. DMSs will be located in a geographically balanced manner across Authority property.

A. Site Selection. Specific site selections will occur in coordination with the Authority upon execution of a contract and throughout term of contract as need arises. Service Provider and the Authority will annually review these and any alternate sites for debris management to identify the DMS sites for use during each year of this contract. DMS sites shall be for the exclusive use of the Authority and debris collected under other

Debris Management Contracts with other entities will not be permitted at any Authority DMSs without express approval of the Authority Director of Environmental Planning & Compliance.

B. Additional DMS. Service Provider shall be prepared to establish additional DMSs as deemed necessary by the Authority to ensure an adequate number of DMSs for the amount and location of debris. Service Provider will be responsible for obtaining all necessary permits and conducting the required environmental investigations and documentation.

C. Availability of DMS for Use. Service Provider shall have DMSs ready to open and receive debris within twenty-four (24) to thirty-six (36) hours of notification by the Authority or its designated representative.

D. Documentation of Site Before Use. Service Provider will thoroughly video tape and/or photograph each DMS before any activities begin, and will periodically update video and photographic documentation to track site evolution.

E. Site Preparation. Service Provider will be responsible for site preparation including, but not limited to, any site work and materials necessary to build and maintain stabilized roads for ingress or egress or any roads throughout the site; wind born debris control fencing, storm water runoff control including but not limited to silt fencing or water retention berms; and any other items necessary for site operations and management. Service Provider shall provide and maintain portable and sanitary facilities and fresh water at each inspection station.

F. Inspection of Loads. Service Provider shall ensure that every load entering or leaving the DMS is inspected and that proper documentation is completed, including load tickets, to verify and document the contents and cubic yards. Service Provider will take all necessary measures to prevent tracking from the site.

G. Site Reclamation. Site reclamation shall be accomplished in accordance with all Federal, State and local laws, standards and regulations. Service Provider shall reclaim each DMS to its pre-use conditions including, but not limited to, removal of all equipment and debris, grading the site to historical conditions, seeding and mulching of exposed areas, and repairing fences and roads.

H. Hazardous Material Storage. Service Provider shall be responsible for proper handling and storage of any hazardous materials brought to the DMS. Service Provider shall provide a suitable area at each DMS to accommodate all hazardous materials inadvertently brought to the site. The area shall be lined with impervious material surrounded with berms or other containment structures to contain any potential leakage.

I. Operation and Maintenance of DMS. Service Provider shall manage, maintain and operate the DMSs in accordance with industry accepted best management practices and applicable federal, state and local rules and regulations. Service Provider shall submit for

approval prior to commencing operations at any DMS, work plans for operation and maintenance of DMS. Authority or its designated representative shall provide written approval of work plans which shall include at a minimum segregation of all debris prior to processing and processing methods. If incineration is used as a processing method, the site shall have a 24-hour fire tender and specifically outlined in the work plan for the DMS.

J. Transportation and Disposal. Service Provider shall be responsible for transporting and disposing of all materials received and processed at the DMS in accordance with all applicable federal, state and local laws and regulations. Service Provider shall be responsible for locating disposal sites in the best interest of the Authority and present such sites to the Authority or its designated representative for review. The Authority or its designated representative shall direct waste flow and approve all disposal sites prior to use. Service Provider shall be responsible for documenting cubic yardage or tonnage and tip fee rate without mark-up for reimbursement.

K. Drop Off Sites. The Authority may elect to open a number of Drop-off Sites to allow other impacted entities to drop off debris. In the event such sites are utilized, Service Provider shall be responsible for managing debris at the sites including, but not limited to, providing equipment to manage debris piles, loading debris for transport, hauling debris to a DMS site or other designated site, and restoring the site to its pre-use condition. No reduction activities will be permitted at the Drop-off Sites.

Task 3 - Program Documentation Management & Support

Service Provider shall provide data management and support to the Authority during the emergency recovery effort including, but not limited to, the following:

A. Service Provider shall supply load tickets to track and document the removal and management of Eligible Debris. Service Provider shall ensure that load tickets meet the requirements of FEMA and other federal, state, or local reimbursement agencies.

B. Service Provider shall supply certification placards meeting FEMA requirements and place such placards on its vehicles.

C. Service Provider shall have a system for clearly tracking and documenting all its costs associated with work conducted pursuant to this contract, identifying expenditures eligible for reimbursement, and maintaining documentation of the recovery process.

D. Service Provider shall complete all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for federal and state reimbursement applications.

E. Service Provider shall assist the Authority or its designated representative in preparing federal and state reports and applications for reimbursement, including training agency/department employees.

F. Service Provider shall assist, as directed by the Authority or its designated representative, in preparing a response to federal and state agency requests for additional information and in negotiations with federal and state officials.

G. Service Provider shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity, location material is accepted for salvage or recycling, and the value of the salvaged or recycled material. Service Provider shall provide the value of the salvaged or recycled material back to the Authority as a reimbursement credit back to FEMA, as required by FEMA. The value of the material will be defined as the value of the material as paid to Service Provider by the entity accepting the material for salvage or recycling.

Service Provider will work closely with the Authority and applicable federal, state and local agencies to ensure that the Authority's emergency recovery procedures and data documentation for Eligible Debris meet the requirements of the reimbursement agencies. Service Provider shall review all reimbursement applications prepared by the Authority or its designated representative prior to submittal for accuracy and to ensure the reimbursement requirements of these organizations are met and notify the Authority of any recommended changes, corrections, alterations or deletions.

Task 4 - Technical Disaster Recovery Assistance

Service Provider may be called upon to provide disaster recovery technical assistance to Authority Senior Staff, Executive Staff, or Port Commissioners. This Scope of Services may be implemented alone or in conjunction with any of the Debris Management Scope of Work described previously.

Service Provider shall provide technical assistance (or training of Authority representatives to accomplish) in the following areas:

A. Preparation of official Damage Survey Report (DSR) or Project Worksheet (PW) requests.
- Identification of expenditures eligible for reimbursement
- Submission of official "request for DSR inspection"
- Review of DSR/PW for accurate scope of work
- Review of DSR/PW for accurate unit costs DSR/PW tracing through State and Federal process
- Creation of recovery process documentation plan
- Maintenance of documentation of recovery plan
- Recovery Plan recommendations for force account labor vs. contract labor use

B. Recovery process oversight.

C. Recommendation to Authority on need to contract for project management for projects requiring intense oversight.

D. Written and oral status reports to Port Commission or on behalf of the Authority in public setting.

E. Documentation Support.

F. Consultation and negotiation services.

G. Assisting in determining and assessing the impact and magnitude of the emergency event before federal assistance is requested, identifying damaged locations and facilities, assessing and preparing initial estimates of debris volumes, distinguishing between pre-emergency damage and emergency-generated damage, documenting eligible costs and describing the physical and financial impact of the emergency.

H. Other representations as may be requested/required.

I. Costs for Program Management Services.

Task 5 – Staff and Equipment Requirements

Service Provider shall maintain a professional staff with the knowledge, skills, experience, and training to manage the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, National Resources Conservation Services (NRCS), U.S. Coast Guard, U.S. Army Corp of Engineers, TxDOT and other application federal, state or local agency jurisdictions, regulations and policies is required.

Service Provider shall ensure that its work force, including sub-contractors, has adequate fuel, vehicle repair/maintenance, housing, sanitation, food, and related accommodations through the duration of the disaster event that services are being provided for.

Service Provider shall at all times employ a Project Manager and an Operations Manager, both fluent in English, who shall be accessible and shall have full authority to act on behalf of Service Provider. All communications given to the Project Manager or Operations Manager in writing by the Authority or its designated representative shall be binding. In the event normal communication (telephone, cell phone, radio, etc.) is unavailable, Service Provider shall provide its Project Manager and Operations Manager with a reliable means of communication (satellite radio, satellite telephone, etc.) with the Authority.

Prior to start of work and for each mobilization, Service Provider will be required to submit to the Authority a vehicle and equipment list describing:

A. Vehicle make, model and type
B. Vehicle license plate number
C. Service Provider equipment number
D. Vehicle or equipment measured maximum volume (cubic yards) of the load bed of each piece of equipment to be utilized to transport debris
E. Any other information necessary to comply with FEMA requirements

Per FEMA Recovery Policy RP9523.12, mechanically loaded vehicles are preferred for debris removal. In addition, the observed capacity of hand loaded trucks and trailers shall be reduced by fifty percent (50%) because of low compaction rates. All trucks and trailers utilized in transporting debris shall have a tailgate and cover that will permit the vehicle to be loaded to capacity and effectively contain the debris while in transport. Subject to approval by the Authority, sideboards or other extensions to the bed are allowed provided they meet all applicable rules and regulations and are constructed to withstand severe operating conditions. Vehicles must be re-measured and remarked if sideboard or extensions are removed or if the vehicle is similarly altered. Vehicle load tarps will be required at all times. The measured volume shall be calculated from actual physical measurement performed by Service Provider and the reported volume shall be the same as shown on the signs affixed to each piece of equipment.

All equipment used in the performance of this contract shall be in good operating condition. Leaking vehicles and equipment will not be permitted on Authority property. All equipment, including but not limited to grinding equipment, generators, light towers, etc., shall be equipped with a properly functioning accurate hour meter.

Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract.

Service Provider shall not solicit work from another entity to be performed in the designated work area during the period of this contract. Under no circumstances will Service Provider mix debris hauled for others with debris hauled under this contract.

The Authority will assist with identifying available sites to stage equipment, such as trucks, when not in use, but Service Provider shall be responsible for obtaining those sites.

Task 6 - Reporting

Service Provider shall submit periodic, written daily reports in a format approved by the Authority documenting the progress of debris removal and disposal. The format of the reports shall be developed during the pre-event planning and coordination phase. These reports shall include, but are not limited to, the following:

A. A description of all areas where work was done, detailing street names and address blocks where debris removal was completed during each pass;

B. Types and volumes of debris transported, reduced and disposed;

C. Number of trucks, other equipment and personnel utilized that day; and

D. Other operational and complaint tracking information as requested by the Authority.

Service Provider shall also submit, within two (2) days of the close of the week, a summary of all information contained in the daily reports as described above. The data making up the weekly summaries shall be submitted in electronic format, utilizing Microsoft Excel. The submitted electronic weekly data will include:

- Contractor or subcontractor name
- Load ticket number
- Load date
- Load location
- Truck yardage
- Percent full
- Calculated yardage (or weight if applicable)
- Field monitor name/number
- DMS location
- Debris materials categorization
- Location of collection (e.g., ROW, CD-10, OD-2, etc.)

Upon final inspection and/or closeout of the project by the Authority, Service Provider shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to, the total volume by type of debris hauled, reduced and/or disposed; final disposal locations and amounts of the debris delivered to each; the total cost of the project invoiced to the Authority, and any other information as may be necessary to adequately document the conduct of the debris management operations for the Authority. Service Provider shall provide, upon request of the Authority and/or no later than project closeout, a release of liens demonstrating that all subcontractors to Service Provider have been fully paid.

Service Provider will reconcile data with the Authority weekly. All discrepancies will be resolved within five (5) days. Service Provider will be subject to audit by federal, state and local agencies pursuant to this Agreement. Service Provider shall maintain all reports, records, debris reporting tickets, and agreement correspondence for a period of not less than three (3) years after all agency projects are completed. In lieu of this indefinite storage requirement, Service Provider may elect to provide an electronic copy of all records in a bona fide electronic documents management format that provides unalterable copies. This requirement applies to Service Provider and all subcontractor's project records. Final project reconciliation must be approved by the Authority.

EXHIBIT B

FEE SCHEDULE

The Service Provider will perform the Services described in Exhibit A, as requested by Authority, according to the fee schedule in this Exhibit B. Services provided by Service Provider will be billed as specified in this Exhibit B. These fees will cover all of Service Provider's overhead costs, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges and travel.

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

Should this Contract be terminated for any reason, the Service Provider will be paid all fees earned up to the termination date.

EXHIBIT B-1

RATES

UNIT RATE PRICING SHEET

Spot Jobs – Assisting Port Personnel (Scenario A)	**$ Per Cubic Yard (CY)**
In this scenario, the contractor may be called upon only to provide assistance with removal, hauling, and/or reduction of localized woody debris. The work will most likely be assisting Port Authority resources. Much of this work will be awarded by personnel and equipment rates or in combination thereof with an individual job total.	
0 to 30 miles	$ 24.72
Greater than 30 miles	$ 26.90
Landfill Tipping / Disposal Fee	$ 7.50
Small Event (Scenario B)	**$ Per Cubic Yard (CY)**
In this event, the contractor may provide all necessary supervision, labor, and all equipment to clear, remove, haul, recycle, and/or dispose of all types of debris with its own resources except that Port Authority property may be provided for temporary storage. Any Port Authority property provided shall be reclaimed at the conclusion of the work as described herein. The quantity shall not be so significant as to require specialized reduction in volume such as by burning.	
0 to 30 miles	$ 26.08
Greater than 30 miles	$ 28.38
Landfill Tipping / Disposal Fee	$ 7.50
Significant Event – Removal, Reduction and Hauling Woody Debris (Scenario C)	**$ Per Cubic Yard (CY)**
In this event the contractor may provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch) and haul woody debris to a disposal site designated, managed, and operated by a government agency or contractor.	
0 to 30 miles	$ 24.72
Greater than 30 miles	$ 26.90

Landfill Tipping / Disposal Fee	$ 7.50
Significant Event – Removal, Reduction, Hauling and Separating Mixed Debris (Scenario D)	**$ Per Cubic Yard (CY)**
In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce and haul mixed to debris to offsite recycling and disposal site(s) designated, managed, and operated by the contractor. Contractor will provide final haul out of debris,	
0 to 30 miles	$ 25.72
Greater than 30 miles	$ 27.90
Landfill Tipping / Disposal Fee	$ 8.00
Catastrophic Event (Scenario E)	**$ Per Cubic Yard (CY)**
In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce, recycle, and haul mixed debris to multiple disposal sites.	
0 to 30 miles	$ 26.22
Greater than 30 miles	$ 28.40
Landfill Tipping / Disposal Fees	$ 8.50
Catastrophic Event with Event Site Management (Scenario F)	**$ Per Cubic Yard (CY)**
Catastrophic Event with Event Site Management (Scenario F)	**$ Per Cubic Yard (CY)**
In this event the contractor shall perform the services included in **E. Catastrophic Event** and additionally be tasked to plan, set up, mobilize equipment, manage, and operate one or more mixed debris management sites including burn operations. DMSs may be located on and off Port Authority property in this scope of work scenario. The contractor will be responsible for all necessary traffic control, weighing, measuring, reduction, recycling, and all other necessary operations for the operation of the site(s) through close out of the site(s). Permitting will be in the name of the Port Authority.	
0 to 30 miles	$ 26.22
Greater than 30 miles	$ 28.40
Landfill Tipping / Disposal Fees	$ 8.50

Shallow Marine Debris Removal	**$ Per Cubic Yard (CY)**
Work consists of removing shallow wet debris in ten (10) ft. of water or less. Contractor will clear waterways and submerged lands of debris and fallen trees as identified and directed by the Port Authority. The contractor shall provide all necessary supervision, labor and all equipment to remove and dispose of or recycle wet marine debris to site(s) designated, managed, and operated by the contractor.	
0 to 30 miles	$ 159.16
Greater than 30 miles	$ 161.58
Landfill Tipping / Disposal Fees	$ 7.50

Deep Marine Debris Removal	**$ Per Cubic Yard (CY)**
Work consists of removing deep wet debris from ten (10) ft. of water to fifty-four (54) of water. Contractor will clear canals, waterways and submerged lands of debris and fallen trees as identified and directed by the Port Authority. The contractor shall provide all necessary supervision, labor and all equipment to remove and dispose of or recycle wet marine debris to site(s) designated, managed, and operated by the contractor. This includes the use of specialized equipment for the retrieval of deep-water debris.	
0 to 30 miles	$ 346.00
Greater than 30 miles	$ 348.00
Landfill Tipping / Disposal Fees	$ 8.50

Hazardous and Infectious Waste Abatement	**$ Per Cubic Yard (CY)**
Work consists of conducting abatement of hazardous and infectious waste identified by the Port Authority in accordance with all applicable Federal, State, and logical laws, standards and regulations. This includes all infectious, chemical, biological, radiological and nuclear wastes, used PPE and contaminated debris.	
0 to 30 miles	$ 48.50
Greater than 30 miles	$ 50.50
Landfill Tipping / Disposal Fees	$ 8.50

HOURLY MATERIAL, LABOR, EQUIPMENT PRICE SCHEDULE

Material Removal		Hourly Removal Rate	Total Cost
Hazardous Waste		$ 350.00	$ 350.00
White Goods (Freon)		$ 150.00	$ 150.00
White Goods (Non Freon)		$ 130.00	$ 130.00
Recyclable Debris		$ 250.00	$ 250.00
Abandoned Vehicles and Vessels		$ 550.00	$ 550.00
Dead Animal Carcasses		$ 150.00	$ 150.00
Soil, Mud and Sand		$ 150.00	$ 150.00
Other Garbage and Waste		$ 150.00	$ 150.00
Construction and Demolition (C&D)		$ 350.00	$ 350.00

Equipment Type with Operator	Estimated Hours of Use	Hourly Labor Rate	Total Cost
Air Curtain Burner, Self-Contained System	1	$ 321.55	$ 321.55
50' Bucket Truck	1	$ 212.55	$ 212.55
Crash Truck w/Impact Attenuator	1	$ 70.85	$ 70.85
Dozer, Tracked, D3 or Equivalent	1	$ 174.40	$ 174.40
Dozer, Tracked D4 or Equivalent	1	$ 185.30	$ 185.30
Dozer, Tracked D5 or Equivalent	1	$ 207.10	$ 207.10
Dozer, Tracked, D8 or Equivalent	1	$ 272.50	$ 272.50
Dump Truck, 16+/- CY	1	$ 81.75	$ 81.75
Dum Truck, 20 +/- CY	1	$ 92.65	$ 92.65
Dump Truck, 38 +/- CY	1	$ 136.25	$ 136.25
Generator, 5.5 kW, List kW Capacity	1	$ 38.15	$ 38.15
Generator, 200 kW, List kW Capacity	1	$ 272.50	$ 272.50
Generator, 2,500 kW, List kW Capacity	1	$ 2,016.50	$ 2,016.50
Light Plant with Fuel and Support	1	$ 49.05	$ 49.05
Grader w/12' Blade (Min. 30,000 lb)	1	$ 212.55	$ 212.55
Hydraulic Excavator, 1.5 CY	1	$ 201.65	$ 201.65
Hydraulic Excavator, 2.5 CY	1	$ 212.55	$ 212.55
Knuckleboom Loader	1	$ 225.00	$ 225.00
Lowboy Trailer w/Tractor	1	$ 150.00	$ 150.00
Mobile Crane up to 15 Ton	1	$ 250.00	$ 250.00
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel	1	$ 350.00	$ 350.00
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel	1	$ 650.00	$ 650.00
Vac Truck (Mist Capacity), List Capacity	1	$ 212.55	$ 212.55
Pickup Truck 1 Ton	1	$ 49.05	$ 49.05

Equipment Type with Operator	Estimated Hours of Use	Hourly Labor Rate	Total Cost
Skid-Steer Loader, 1,500 LB Operating Capacity w/utility grapple)	1	$ 136.25	$ 136.25
Skid-Steer Loader, 2,500 LB Operating Capacity w/utility grapple)	1	$ 147.15	$ 147.15
Compact Track Loader, 1,500 LB Operating Capacity w/utility grapple	1	$ 136.25	$ 136.25
Compact Track Loader, 2,500 LB Operating Capacity w/utility grapple	1	$ 163.50	$ 163.50
Tub Grinder, 800 to 1,000 HP	1	$ 430.55	$ 430.55
Hydraulic Excavator, 1.5 CY (w/thumb)	1	$ 212.55	$ 212.55
Hydraulic Excavator, 2.5 CY (w/thumb)	1	$ 245.25	$ 245.25
Truck, Flatbed	1	$ 65.40	$ 65.40
Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 ft lift	1	$ 59.95	$ 59.95

Equipment Type with Operator	Estimated Hours of Use	Hourly Rate	Total Cost
Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance)	1	$ 136.25	$ 136.25
Wheel Loader, 3 CY, 152 HP	1	$ 245.25	$ 245.25
Wheel Loader, 4.0 CY, 200 HP	1	$ 267.05	$ 267.05
Wheel Loader-Backhoe, 1.5 CY, 95 HP	1	$ 201.65	$ 201.65
Amphibious Marine Excavator	1	$ 725.00	$ 725.00
Airboat	1	$ 275.00	$ 275.00
Shallow Draft Boat	1	$ 325.00	$ 325.00
Barge	1	$ 625.00	$ 625.00
Barge/marine excavator	1	$ 1,580.50	$ 1,580.50
Labor Category	**Estimated Hours of Use**	**Hourly Labor Rate**	**Total Cost**
Operations Manager w/Cell Phone and .5 ton Pickup	1	$ 95.00	$ 95.00
Crew Foreman w/Cell Phone and1 ton Equipment Truck w/small tools and misc. supplies in support of crew	1	$ 125.00	$ 125.00
Tree Climber/ Chainsaw and Gear	1	$ 95.00	$ 95.00
Laborer w/Chain Saw	1	$ 75.00	$ 75.00
Laborer w/Small Tools, Traffic Control, or Flag Person	1	$ 75.00	$ 75.00

Labor Category	Estimated Hours of Use	Hourly Labor Rate	Total Cost
Bonded and Certified Security Personnel	1	$ 75.00	$ 75.00
Other – Please List	1		
Deep water Dive crew (per hour based on $5,500 per day)	1	$ 687.50	$ 687.50

Crew Category	Estimated Hours of Use	Hourly Labor Rate	Total Cost
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and2 Laborers w/Small Tools	1	$ 475.00	$ 475.00

EXHIBIT C

INSURANCE

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

	TYPE OF INSURANCE	LIMITS OF LIABILITY
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

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

E.	Professional Liability	$2,000,000

Service Provider 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 Service Provider is legally liable. Policies written on a claims-made basis shall have an extended reporting period of at least two (2) years beyond termination of the Contract.

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

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

G.	Contractor's Pollution Liability	$2,000,000 per Occurrence
H.	Railroad Protective Liability	$1,000,000 per Occurrence $2,000,000 Aggregate
I.	Protection & Indemnity (P&I)	$1,000,000

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 Workers' Compensation, Employer's Liability, and Professional Liability. In the event that the work of Service Provider's employees fall within the purview of the United States Longshore and Harbor Workers' Compensation Act, the Jones Act or the Federal Employers' Liability Act, Service Provider 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 Service Provider, and Service Provider 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".

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

EXHIBIT D

GENERAL PROVISIONS

A. **Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (councils) as authorized by 41 U.S.C. 1908.** Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. **Contract Termination**. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

C. **Equal Employment Opportunity**. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation as **Attachment H.** The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up

any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. **Recovered Materials.** See §200.322 Procurement of recovered materials. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

2025 DRC Emergency Services Debris Management Services

Final Audit Report 2025-05-15

Created:	2025-05-14
By:	Melinda Licon (melinda@pocca.com)
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Document created by Melinda Licon (melinda@pocca.com)
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PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of May 20, 2025

DATE: May 20, 2025

TO: Port Commission

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

Robert Schulz, Manager of Environmental Compliance
rschulz@pocca.com
(361) 885-6609

Award an indefinite deliverable/indefinite quantity Consulting Services Contract to Tetra Tech, Inc for debris monitoring services for a two and one half (2-1/2) year term for response to hurricanes or similar catastrophic events.

SUMMARY: Staff is seeking Commission approval of a Consulting Services Contract with Tetra Tech, Inc, which is an indefinite deliverable/indefinite quantity contract, to provide on call debris monitoring services for a two and a half (2 1/2) year term for debris monitoring during debris removal work related to hurricanes or similar catastrophic events. The contract is essential to Port readiness for the following reasons:

- It promotes preparedness and governmental reimbursement assurance for emergency incidents by having qualified and informed response contractors in place.
- It restores operations quickly following an incident by clearing the ship channel of debris and ensuring timely access to necessary resources.
- It enhances organizational resilience in clearing Port inland property of debris generated by catastrophic incidents.

Additionally, the contract is strictly for catastrophic events and is activated upon specific initiation by authority staff in a catastrophic event and only after initial damage assessments and follow-up assessments are completed. This scope of work is replacement of a three-year contract for those same services that expires May 31, 2025.

BACKGROUND: On April 3, 2025, a Request for Proposals was issued for Debris Monitoring Services. Three submissions were received, and Tetra Tech was selected by the evaluation team due to their qualifications, expertise, safety performance record, and fee proposal.

The primary function of this contract will be to retain Tetra Tech, Inc on standby to immediately respond to a disaster, primarily a hurricane or other catastrophic event, to

conduct debris monitoring services when the debris management contractor is also engaged. The Federal Emergency Management Agency (FEMA) requires third party monitoring of Debris Management services for reimbursement eligibility. Services may include, but are not limited to, monitoring of large-scale debris removal that will be conducted under a separate contract that is also on the May Commission Agenda for consideration. This contract also qualifies as a pre-event contract for debris generating events and reimbursement under future FEMA Disaster funding.

Staff has determined that Tetra Tech's proposed price rates are reasonable. The proposed rates are essentially the same as those negotiated in the 2022 contract, except for 2 hourly rates that have increased by 3%.

ALTERNATIVES: Executing this agreement now instead of at the time of a disaster locks in the rates and commits response resources now, regardless of the size of the disaster event.

CONFORMITY TO PORT POLICY: This request conforms to the Port's Strategic Plan 2026, Strategic Plan Goal #3 Provide Facilities & Services to Meet Customer Needs. This contract for future potential projects also conforms secondarily to Strategic Plan Goal #4, to Be an Environmental Leader.

EMERGENCY: Hurricane season begins June 1st. It is vital for the Port Authority to maintain continuity with a debris monitoring services contractor who is readily available to immediately respond to hurricanes and other types of disasters that generate significant quantities of debris.

FINANCIAL IMPACT: This contract is anticipated to be reimbursable by the Federal Emergency Management Agency (FEMA).

STAFF RECOMMENDATION: Staff recommend approval of a Consulting Services Contract with Tetra Tech for on call debris monitoring services for indefinite deliverable/indefinite quantity over a two and a half (2 1/2) year term.

DEPARTMENTAL CLEARANCES:

Originating Department	Environmental Planning & Compliance
Reviewed & Approved	Sarah Garza Robert Schulz
Legal Reviewed	Dane Bruun
Executive Staff	Jeff Pollack Kent Britton

LIST OF SUPPORTING DOCUMENTS:

Consulting Services Contract

CONSULTING SERVICES CONTRACT

This **CONSULTING SERVICES CONTRACT** (the "Contract") is made and entered into effective as of the 20th day of May 2025, ("Effective Date") by and between the Port of Corpus Christi Authority of Nueces County, Texas ("Authority"), and Tetra Tech, Inc. ("Consultant"), each a "Party" and collectively as "Parties".

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

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

2. PERIOD OF SERVICE: Services pursuant to this Contract will be required on an irregular and as needed basis during the term of this Contract, and Authority has not made nor does it make any representation of any kind or guarantee regarding the amount of Services Authority will require from Service Provider under this Contract. The term of this Contract shall begin on the Effective Date and end on November 30, 2027, unless earlier terminated as provided herein. Time is of the essence in performance of this Contract. There will be no obligation established between Authority and the Consultant for performance of the Services until Authority provides the Consultant execution of this Contract and receipt by the Authority of appropriate Certificates of Insurance and other documentation as may be required herein. The term of this Contract ("Term") shall begin on the Effective Date and shall end on the first to occur of the following: (1) November 30, 2027, (2) the date on which, in the opinion of Authority, all of the Services have been rendered, (3) the date on which this Contract is terminated by the Authority pursuant to Section 14, or (4) the date on which this Contract is terminated by the Consultant pursuant to Section 14.

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

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

Robert P Schulz
Port of Corpus Christi Authority
400 Charles Zahn, Jr. Drive
Corpus Christi, TX 78401
Phone: (361) 885-6609
E-mail: rschulz@pocca.com

Authority may change the Contract Representative at any time by giving the Consultant written notice of such change.

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

If to the Authority: Kent A. Britton
Chief Executive Officer
Port of Corpus Christi Authority
400 Harbor Drive
Corpus Christi, Texas 78401
E-mail: kbritton@pocca.com

If to the Consultant: Ms. Betty Kamara
Tetra Tech, Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32751
Phone: (407) 803-2551
E-mail: TDR.contracts@tetratech.com

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

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

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

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

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

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

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

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

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

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

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

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

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

7. COMPENSATION: The compensation to be paid Consultant for providing the Services will be the compensation described in Exhibit B hereto, which is incorporated herein by reference. The Authority does not guarantee any minimum or maximum quantities, any range of quantities, or the exact quantities shown for each item of the Contract, and the quantities of debris needing management cannot be identified at this time.

8. INVOICE PROCEDURE AND PAYMENT: Consultant shall submit invoices monthly to the Authority for work performed during the preceding calendar month. Such invoices shall be due and payable by Authority on or before thirty (30) days from receipt by Authority. Monthly compensation will be for the Services actually performed during the billing period, invoiced in accordance with the Fee Schedule included in Exhibit B. Invoices shall also

describe any preapproved reimbursable costs. Consultant will provide sufficient detail with each invoice to substantiate the requested amount of monthly payment. At the Authority's request, Consultant will provide additional backup such as invoices for materials and subcontracted service or other documentation sufficient to establish the accuracy of the invoices.

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

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

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

11. LIMITATION OF LIABILITY: Except as otherwise expressly provided herein, neither Party shall be liable or responsible to the other Party for any indirect, incidental or consequential loss or damage of any nature whatsoever (including, but not limited to, contract, negligence or tort liability) of the other Party, including without limitation, any actual or

anticipated profits, loss of time, inconvenience, commercial loss or any other damages, even if the Party has advance notice of the possibility of such damages.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. NO ORGANIZATIONAL CONFLICT OF INTEREST: Consultant hereby certifies that it has no actual or potential Organizational Conflict of Interest. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons or entities, the Consultant is unable or potentially unable to render impartial assistance or advice to Authority or the Consultant's objectivity in performing the services under this Contract is or might otherwise be impaired. An "Organizational Conflict of Interest" also exists if an owner, director, manager, trustee, or employee of the Consultant publicly opposes, works against, or takes a position adverse to the project, permit, or objectives for which the Consultant is engaged hereunder. Consultant agrees to immediately notify Authority of any actual or potential Organizational Conflict of Interest that develops or occurs during the term of this Contract. Consultant agrees that Authority may terminate this Contract immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Contract.

25. SECTION 2271.002, TEXAS GOVERNMENT CODE: To the extent required by Section 2271.002 of the Texas Government Code, Consultant 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. FEDERAL CONTRACTING PROVISIONS: Consultant agrees to comply with all federal contracting provisions and certifications attached hereto in Exhibit D.

29. 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: Kent A. Britton

Title: Chief Executive Officer

Date: _____

"Authority"

TETRA TECH, INC.

By: _____

Name: Jonathan Burgiel

Title: Business Unit President

Date: 05/04/2025

"Consultant"

EXHIBIT A

SCOPE OF SERVICES

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

A. Staff Mobilization. When a potential future disaster threatens the Port of Corpus Christi, the Consultant will mobilize in advance with key staff experienced in various aspects of debris operations (including truck certification, mapping/zone development, etc.) in order to participate in the "response" phase of the disaster event. The debris monitoring team will mobilize right away when requested to respond to unpredicted disasters. Additional staff shall be contacted and put on standby for potential mobilization. Logistical arrangements for out of town staff such as lodging arrangements for key staff, is the responsibility of the Consultant.

B. Field Documentation of Work. The Consultant shall carefully document Authority debris removal and management activities. The Consultant will work closely with the Authority and with FEMA to determine the most effective methods of documentation to ensure that debris removal is eligible for federal funding. The Consultant shall communicate with FEMA to ensure documentation supports project reimbursement. The Consultant will also work with FEMA to pre-validate as much eligible debris, removal as practical.

C. Collection Monitoring of Port Authority Property Debris Removal. The Consultant will provide collection monitors with each of the Debris Management Contractor's loading crews to ensure each load is related to the disaster and follows FEMA PA guidelines. The street address and GPS coordinates will be recorded on each load ticket. The Consultant will initiate an electronic load ticket or multi part paper load ticket in the field for each load. Load tickets will contain information related to the location of the debris, time, date, truck identification, truck driver, etc. Each load ticket will then be delivered by the truck driver, to the disposal site or Debris Management Site (DMS) for load rating. Load ticketing and documentation will also be performed for all types of debris removal, including monitoring the removal of trees and/or vegetation, abandoned cars, boats, marine debris, white goods, spill cleanup, structure demolition and other debris removal categories. Field monitoring of debris haulers shall be performed in accordance with current FEMA and state requirements and in coordination with the Port Authority.

D. Monitor Training. The Consultant will provide training to all employees concerning safety, eligibility for reimbursement, and disaster specific information. The Consultant will also be required to perform adequate training for locally hired staff. All Consultant employees must be able to effectively communicate to a level appropriate to their responsibilities.

E. **Spot Checks and Auditing of Monitors.** The Consultant will provide management and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation, and are communicating effectively with the Authority's Debris Management Contractor.

F. **Project Mapping.** Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the Authority's information, and FEMA documentation. The Consultant will assist the Authority in public communication and will document and relay any complaints for action by the contractor or the Authority.

G. **Truck Certification.** The Consultant will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos, and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Certification data will be available at each DMS/disposal site for verification. Certifications should also include a methodology to discourage collection contractors from modifying their vehicle after certification, and for detecting modifications, such as changes to sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification will be performed for vehicles that have potentially been altered after initial certification.

H. **Quality Control/Quality Assurance.** A QA/QC program shall be implemented by the Consultant to minimize errors in debris monitor tickets and all documentation functions. Eligibility of work, reliability of documentation and data accuracy are critical in achieving full reimbursement for eligible project expenses.

I. **DMS/Disposal Sites.** The Consultant will provide trained monitors at DMS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track, and document hauling of reduced debris from DMS sites through final disposal, where applicable.

J. **Data Management.** The Consultant will establish an advanced project data management system and upload load ticket information on a daily basis. This information may be provided to the Authority, FEMA, and the Authority's Debris Management Contractor, as directed by the Authority. This will include GPS coordinates / addresses for debris removal. Additionally, the staff will work with the Debris Management Contractor to reconcile invoices, and review debris removal invoices for recommendation of payment by the Authority. Furthermore, the Consultant will organize field information for FEMA documentation including photographs and/or GPS coordinates. The Consultant will help track invoices for FEMA reimbursement and provide additional supporting information as requested.

K. Public Information Support. The Consultant may be asked to assist the Authority in public outreach following a disaster event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to respond to complaints and concerns, or establishing a website. This also may include assistance with press releases, public notices, and other public information functions. All functions will be performed in a manner to maximize federal and state reimbursement.

L. Funding Support. The Consultant shall assist the Authority in securing reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the Authority to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and assisting the Authority and FEMA personnel with Project Worksheets, Versions, etc. The Consultant shall be prepared to assist the Authority with appeals based on their knowledge of FEMA reimbursement policies. Monitor shall be prepared to assist the Authority, if requested, in tracking progress of Project Worksheets and providing quick response to any problem issue that may arise that could slow funding. The Consultant shall be prepared to assist Authority in finding additional funding reimbursement sources related to disaster mitigation.

M. Other Related Services. Services not specifically identified in this request, but which services are needed to provide a complete debris management and documentation project.

N. Safety Meetings and Monitoring Updates. Safety of monitoring staff is of paramount importance. The Consultant will hold regular meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

O. Coordination Meetings with Contractor(s). The Consultant will initiate a coordination meeting with the Debris Management Contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and the Debris Management Contractor are communicating with each other to ensure a successful project.

P. Contractor Damages. The Consultant may be asked to develop a database application to track and help the Authority manage contractor damages.

Q. Status Reports. The Consultant will provide detailed daily or weekly status reports to the Authority as requested for use and information. Relevant project statistics and cumulative statistics will be shown in a straightforward manner to officials to provide information to the media or to their constituents.

R. Public Assistance (PA) Consulting. The Consultant will provide PA Consulting Services if requested by the Authority, such as:

a. Identification of eligible emergency and permanent work;
b. Damage Assessment;
c. Assistance in attaining Immediate Needs Funding;
d. Loss measurement and categorization;
e. Insurance evaluation, documentation adjusting and settlement services;
f. Project Worksheet generation and review;
g. FEMA and Natural Resources Conservation Services (NRCS) reimbursement support;
h. Staff augmentation with experienced Public Assurance Coordinators and Project Officers;
i. Interim inspections, final inspections, supplemental;
j. Project Worksheet generation and final review;
k. Appeal services and negotiations;
l. Reconstruction and long-term infrastructure planning; and
m. Final review of all emergency and permanent work performed

EXHIBIT B

FEE SCHEDULE

The Consultant will perform the Services described in Exhibit A, as requested by Authority, according to the fee schedule in this Exhibit B. Services provided by Consultant will be billed as specified in Exhibit B. These fees will cover all of Consultant's overhead costs, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges and travel. Special costs such as boat rental and marine expenses bay be billed to the Authority at cost without mark-up.

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

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

ATTACHMENT TO EXHIBIT B

RATE SHEET

HOURLY RATE SHEET		
CATEGORY	**HOURLY RATE**	
Field Project Manager		$ 80.00
Operations Manager		$ 65.00
Field Supervisors		$ 45.00
Project Coordinator		$ 36.00
GIS Analyst		$ 50.00
Debris site (DMS)/Tower Monitors		$ 37.00
Load Ticket Data Entry Clerk		$ -
Health and Safety Officer		$ 50.00
Data Manager		$ 55.00
Collection Monitor		$ 38.00
Billing/Invoice Analysts		$ 55.00
Crew Monitors		$ 37.00
Environmental Specialist		$ 45.00
Call Center Staff		$ 36.00

EXHIBIT C

INSURANCE

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

	TYPE OF INSURANCE	MINIMUM LIMITS
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

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

E.	Professional Liability	$2,000,000 per Occurrence

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

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

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

Each policy, except Professional Liability, must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, its Port Commissioners, officers and employees ("Authority Parties"). Additionally, the Authority Parties shall be designated as an Additional Insured either by a blanket additional insured or a specific endorsement on all policies, except for Workers' Compensation, Employer's Liability, and Professional Liability. In the event that the work of Consultant's employees fall within the purview of the United States Longshore and Harbor Workers' Compensation Act, the Jones

Act or the Federal Employers' Liability Act, Consultant shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts.

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

Without limiting any of the other obligations or liabilities of Consultant, Consultant shall require each Subcontractor performing work under the Contract, at Subcontractor's own expense, to maintain during the term of the Contract, the same stipulated minimum insurance as shown herein. As an alternative, Consultant may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Consultant's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Consultant agrees to provide workers' compensation for Subcontractors and their employees. Consultant shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Consultant must retain the certificates of insurance for the duration of the Contract plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. Authority shall be entitled, upon request and without expense, to receive copies of these certificates.

The minimum insurance required may be increased periodically upon request by Authority to commercially reasonable limits. The company writing each of the Policies must possess a current rating with A.M. Best Company of at least "A-, VII". Consultant's liability shall not be limited to the specified amounts of insurance required herein.

EXHIBIT D

GENERAL PROVISIONS

A. **Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908.** Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. **Contract Termination.** All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

C. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public

work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. **Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. **Recovered Materials.** See §200.322 Procurement of recovered materials. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

2025 Tetra Tech - Debris Monitoring - Final_slg

Final Audit Report 2025-05-14

Created:	2025-05-14
By:	Sammy Armadillo (sarmadillo@pocca.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUFsTSVfvthJEWeEx-VKF_zHqdCIpM-aN

"2025 Tetra Tech - Debris Monitoring - Final_slg" History

Document created by Sammy Armadillo (sarmadillo@pocca.com)
2025-05-14 - 10:35:06 PM GMT- IP address: 64.183.208.115

Document emailed to tdr.contracts@tetratech.com for signature
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Signer tdr.contracts@tetratech.com entered name at signing as Jonathan Burgiel
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Document e-signed by Jonathan Burgiel (tdr.contracts@tetratech.com)
Signature Date: 2025-05-14 - 11:14:05 PM GMT - Time Source: server- IP address: 162.81.120.220

Agreement completed.
2025-05-14 - 11:14:05 PM GMT

DATE:	May 20, 2025
TO:	Port Commission
FROM:	Natasha Fudge, P.E. Director of Engineering Services
ANTICIPATED STAFF PRESENTER:	Leo Veloz, EIT Associate Project Engineer

Approve an amendment to Service Order No. 2 with Jimenez Engineering Solutions, LLC d/b/a International Consulting Engineers, under Master Services Agreement 24-05, in the amount of $95,403.81 for additional engineering services associated with the Rincon East Bulkhead Improvements Project.

SUMMARY: Staff requests approval of an amendment to Service Order No. 2 with Jimenez Engineering Solutions, LLC d/b/a International Consulting Engineers, under Master Services Agreement 24-05, in the amount of $95,403.81 for additional engineering services associated with the Rincon East Bulkhead Improvements Project.

BACKGROUND: During construction of the Rincon East Cargo Yard project, exploratory excavations were conducted to locate underground infrastructure and identify potential conflicts with the proposed improvements. During excavation activities directly behind the bulkhead, visible landside washouts and sinkholes were discovered, indicating potential structural deficiencies in the bulkhead. As a result, divers were deployed to perform a visual condition survey of the bulkhead. Their survey revealed several localized penetrations in the concrete sheet pile wall, necessitating interim repairs to prevent further soil migration and development of additional voids behind the bulkhead.

Staff subsequently pursued a full structural inspection to assess the condition of the entire 4,200-linear-foot length of the bulkhead system. On September 17, 2024, the Port Commission approved Service Order No. 2 with Jimenez Engineering Solutions, LLC d/b/a International Consulting Engineers (ICE) in the amount of $99,417 for engineering services associated with comprehensive above and below water inspection of the bulkhead system to verify the condition of the concrete and the integrity of the bulkhead. Additionally, ICE was tasked with developing a comprehensive report outlining the observed deficiencies, developing a condition assessment of the concrete sheet piling, determining the remaining service life of the bulkhead, providing recommended repairs and/or determining if replacement is warranted, and furnishing cost estimates associated with the recommended repairs or bulkhead replacement.

Based on the report findings, staff recommends proceeding with the recommended bulkhead repairs. Therefore, staff negotiated the attached amendment to Service Order No. 2 in the amount of $95,403.81. The engineering scope of work associated with this

effort is to provide detailed design services, development of construction drawings and technical specifications, assistance during project bidding, and technical assistance during project construction. The scope of work for the project generally includes concrete spall repairs, crack repairs, replacement and installation of new timber fenders, expansion joint repairs, washout stabilization, and repair of an outfall structure.

As part of this service order amendment, ICE will also evaluate the feasibility of increasing the surcharge loading capacity along the bulkhead, including ICE providing recommendations with supporting calculations, a conceptual layout, and a preliminary opinion of probable construction costs.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: This project is in alignment with the mission of the Port. The project conforms to the PCCA's Strategic Plan 2026 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

EMERGENCY: No.

FINANCIAL IMPACT: This project is included in this year's budget with an allocation of $250,000. With this amendment included, the not-to-exceed Service Order No. 2 amount for this project will become $194,820.81.

STAFF RECOMMENDATION: Staff recommends the approval of an amendment to Service Order No. 2 with Jimenez Engineering Solutions, LLC d/b/a International Consulting Engineers, under Master Services Agreement 24-05, in the amount of $95,403.81 for additional engineering services associated with the Rincon East Bulkhead Improvements Project.

DEPARTMENTAL CLEARANCES:

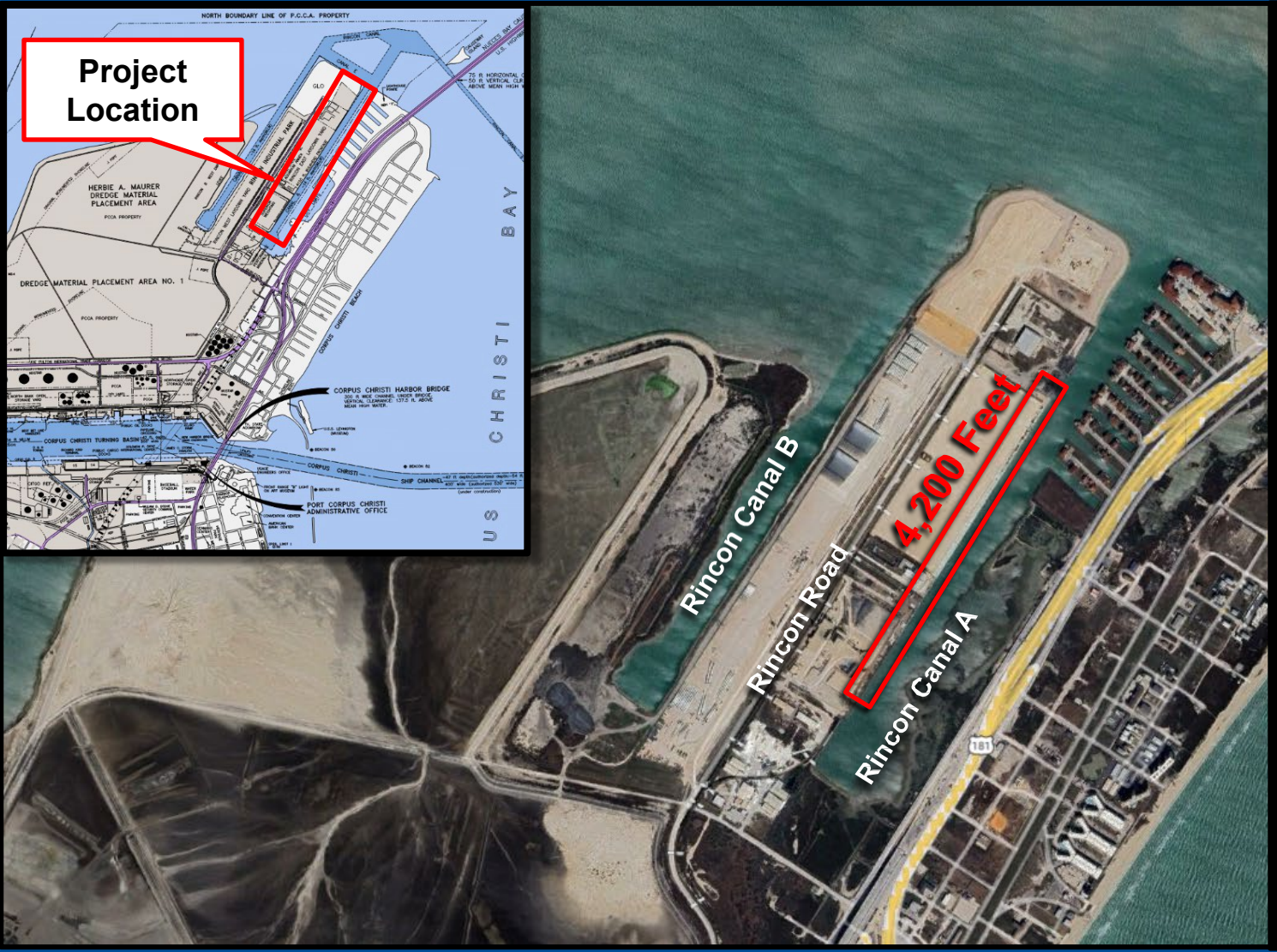
Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Sonya Lopez-Sosa
	Jacob Morales
	Leo Veloz
Legal	Standard Service Order Amendment
Senior Staff	Kent Britton
	Kyle Hogan

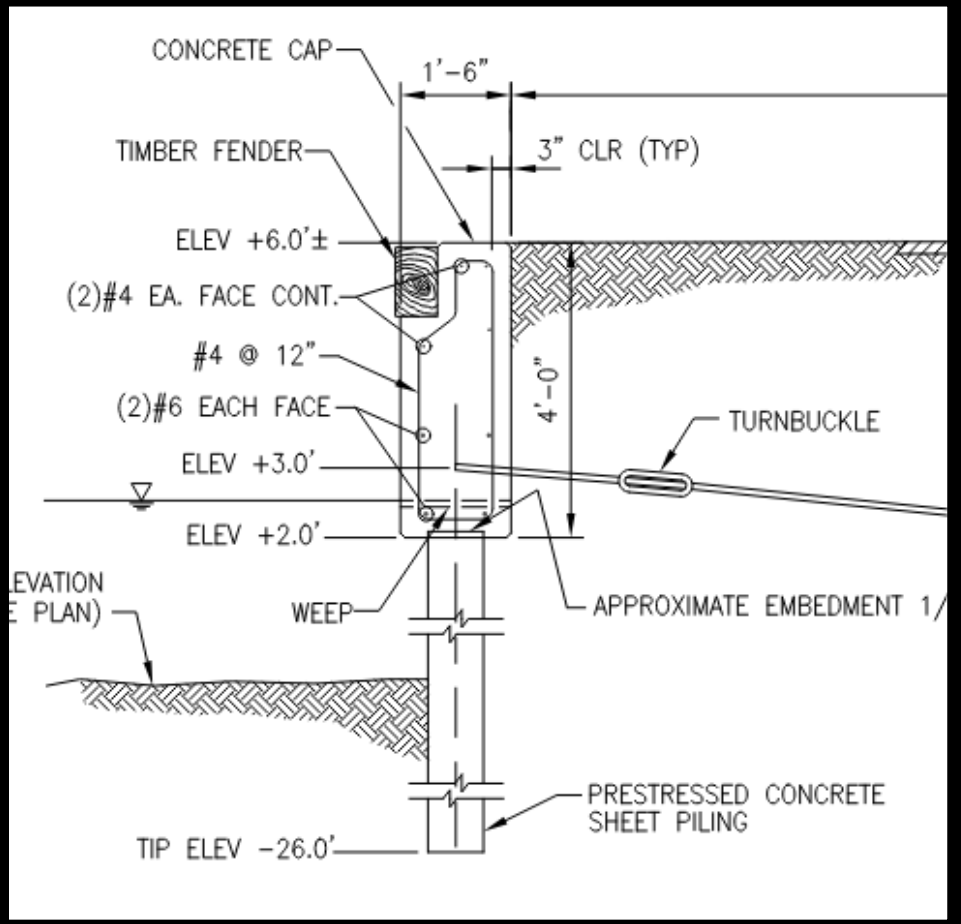
LIST OF SUPPORTING DOCUMENTS:

Exhibit
Service Order Amendment

Rincon East Bulkhead Improvements

Amendment with Jimenez Engineering Solutions, LLC d/b/a International Consulting Engineers





Cross section of bulkhead
(pre-stressed concrete sheet piling system)

400

PORT CORPUS CHRISTI

MASTER SERVICES AGREEMENT NO. 24-05
JIMENEZ ENGINEERING SOLUTIONS, LLC
D/B/A INTERNATIONAL CONSULTING ENGINEERS

SERVICE ORDER NO. 2 - AMENDMENT NO. 1

1. Background Data

ORIGINAL SERVICE ORDER
Commencement Date: September 17, 2024
Former PCCA Project Manager (PM): Johannes Geldenhuys, EIT
Project Name: Rincon East Bulkhead Improvements
Project No. 24-031A

AMENDMENT NO. 1
Commencement Date: May 20, 2025
Current PCCA Project Manager (PM): Leo Veloz, EIT
Project Name: Rincon East Bulkhead Improvements
Project No. 24-031A

2. Description of Modifications

a. **Section 4. Service Order Schedule** will be modified as follows:

Action	Allotted Cal. Days	Due on or Before
PCCA Commencement Date (for Amendment No. 1)	-	5/21/2025
• **Engineer – 60% Design Submittal**	40	6/30/2025
PCCA Team Review	21	7/21/2025
• **Engineer – 90% Design Submittal**	14	8/4/2025
PCCA Team Review	21	8/25/2025
• **Engineer – Unsealed Design Documents to PCCA PM Submittal**	7	9/1/2025
PCCA Team Review	10	9/11/2025
• **Engineer - Final Sealed Documents Submittal**	2	9/13/2025

This Service Order will expire July 31, 2026.

b. **Section 5. Method of Compensation** will be modified as follows:

The PCCA shall pay Engineer the following additional compensation:

Description of Services	
BASIC SERVICES:	**NTE Amount**
Preliminary Design Phase	$ 4,063.83
Final Design Phase	$ 77,628.82
Solicitation Phase	$ 4,271.45
Construction Phase	$ 5,620.97
Subtotal, Basic Services	**$ 91,585.07**
SUPPORT SERVICES:	
Bulkhead Inspection – *Included in Original Service Order*	$ 0.00
Topographic Survey	$ 2,081.24
Surveying and Detail for Two CDS Units Painting	$ 1,737.50
Subtotal, Support Services	**$ 3,818.74**
SUMMARY OF FEES:	
Basic Services Fee	**$ 91,585.07**
Support Services Fee	**$ 3,818.74**
TOTAL NOT TO EXCEED (NTE) FEE AMOUNT	**$ 95,403.81**

c. The Scope of Services currently authorized to be performed by the Engineer in accordance with the Service Order and previous amendments, if any, is modified by adding the following to **Exhibit A – Engineer's Services:**

PART 1 – BASIC SERVICES

A1.01 Preliminary Design Phase

Not Included in this Service Order Amendment

A1.02 Final Design Phase

A. Engineer shall:

1. Prepare applicable final design calculations, Drawings, and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by the Construction Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for PCCA's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist PCCA in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise PCCA of any recommended adjustments to the Opinion of Probable Construction Cost (OPCC) and other Opinion of Probable Project Costs related to

construction of the project as design progresses. The OPCC should generally follow the guidance of AACE International Recommended Practice (RP) 17R-97 with an estimated contingency percentage appropriate to the applicable design level.

5. Assist PCCA in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

6. Construction Drawings (and other drawings such as Survey Drawings and Record Drawings) are to be prepared using a contemporary (less than 5 years old) version of AutoCAD (Civil 3D required for Civil discipline). CAD files are to include all constituent components. All data shortcuts such as 'DREF' data links generated in Civil 3D shall be validated. An equivalency table shall be provided for all abbreviated point descriptions. All used point groups, surfaces, corridor models, alignments, assemblies, break lines, etc. shall be validated and rebuilt to confirm no errors exist prior to submittal to the PCCA. External references shall be validated to confirm broken or circular references are not present. Include all project external reference CAD files in the appropriate coordinate system with submittal as independent files. Prior to submittals, utilize 'etransmit' to confirm inclusion of ctb., fonts, XREF, etc. and to preserve the file directory structure. If used, the project .dst Sheet Set Manager template file is to be provided with the submittal(s). The CAD files shall be provided with the final sealed submittal, with the completed Record Drawings, and at any other time during the Final Design Phase upon request from PCCA.

7. Prepare and assemble 60% Design and applicable bidding documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. Although all details and cross references may not be complete, the 60% submittal shall clearly reflect the essential existing and proposed project elements and design intent and shall identify any significant outstanding or remaining issues that need to be resolved. Provide Engineer recommendations as appropriate. Submit electronic files of the 60% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Deliverables for the 60% Design Submittal include:

    a. Completed Submittal Package Transmittal Form to document the deliverables contained in the 60% submittal.

    b. Completed Consultant Design Submittal Summary Form.

    c. 60% OPCC in the format of the anticipated Bid Breakdown (PDF).

    d. 60% Drawings for interim review (PDF) with related CAD files. Flatten and size PDF for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

    e. Recommendations and calculations for surcharge loading increase including

conceptual design and report with cost estimate.

f. Basis of Design, Summary of Design Criteria, Computer Models, and/or Summary of Calculations (as applicable to the scope and 60% design development; neatly organized and compiled into PDF documents and sealed at the applicable stage of design).

g. Table of Contents for the anticipated Technical Specifications (PDF).

h. Reference documents such as Geotechnical Report, related historical record drawings, utility records, USACE Permit, etc. (if applicable and not previously submitted).

8. Meet with PCCA if needed to discuss the review comments and to resolve any follow up questions or exceptions.

9. Prepare and assemble 90% Design and bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. The 90% submittal shall be essentially complete with the exception of minor, identifiable remaining items. If there are any remaining outstanding issues that need resolution, they must be clearly summarized. Provide Engineer recommendations as appropriate. Engineer shall provide written responses to the PCCA comments and questions from the previous submittal review and shall confirm in writing that the comments and questions have been addressed or resolved in the 90% submittal. Submit electronic files of the 90% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Deliverables for the 90% Design Submittal include:

   a. Completed Submittal Package Transmittal Form to document the deliverables contained in the 90% submittal.

   b. Completed Consultant Design Submittal Summary Form.

   c. 90% OPCC in the format of the Bid Breakdown (PDF and Excel).

   d. 90% Drawings for interim review (PDF) with related CAD files. Flatten and size PDF for printing to a measurable scale on 11” x 17” sheets. Confirm printability of the PDF prior to submittal.

   e. Basis of Design, Summary of Design Criteria, Computer Models, and/or Summary of Calculations (as applicable to the scope - any required Basis of Design, Summary of Design Criteria, and/or Summary of Design Calculations must be neatly organized into single PDF documents, sealed, and included with the 90% submittals if not previously sealed and submitted).

   f. Table of Contents with proposed Technical Specifications in PCCA required format (single PDF with bookmarked Sections).

g. Reference documents such as the Geotechnical Report, related historical record drawings, utility and pipeline records, USACE Permit, etc. (if applicable and not previously submitted).

h. Written responses to PCCA review comments and questions on the previous submittal, indicating the actions that have been taken to address the comments in the 90% submittal and confirming that all comments have been addressed in the submittal or resolved with the PCCA Project Manager prior to the 90% submittal.

10. Meet with Authority if needed to discuss the review comments and to resolve any follow up questions or exceptions.

11. In accordance with the Contract Schedule, furnish for review by PCCA an unsealed prefinal PDF version of the prefinal Drawings and Specifications, assembled drafts of other Construction Contract Documents, draft bidding related documents (or requests for proposals or other construction procurement documents), and any other prefinal draft documents and review them with the PCCA. Engineer shall provide written responses to PCCA's comments from the 90% review and confirm in writing that PCCA's comments and any outstanding items have been addressed or resolved in the prefinal documents. The unsealed prefinal documents shall be essentially complete.

12. Within the time required by the Contract Schedule, PCCA will provide Engineer with any comments regarding the furnished prefinal items, and any instructions for revisions for the final documents that are to be sealed by a Registered Professional Engineer licensed to practice in the State of Texas. The Drawings and Specifications shall not be sealed prior to receipt of confirmation from the PCCA that they have been generally reviewed and deemed acceptable for finalizing.

13. In accordance with the Contract Schedule and upon receipt of PCCA's comments on the unsealed prefinal documents, revise the Drawings and Specifications, assembled drafts of other Construction Contract Documents, the bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with instructions from the PCCA, as appropriate, and submit the required electronic files of sealed final documents to PCCA. Deliverables for the sealed final documents include:

    a. Completed Submittal Package Transmittal form to document the deliverables contained in the final, sealed submittal.

    b. Completed Consultant Design Submittal Summary form.

    c. OPCC in the format of the Bid Breakdown (PDF and Excel).

    d. Sealed Drawings for bid issue (PDF). Flatten and size for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

    e. Bound CAD files in contemporary AutoCAD version (less than five years old) to

match the sealed PDF Drawings.

f. Technical Specifications and sealed Table of Contents (Word and PDF with bookmarked Sections) in required PCCA format.

g. Submittal log and product cut sheets. The submittal log shall reference the applicable section and paragraph number and the item to be submitted. The product cut sheets shall be current for all products, equipment, fixtures, hardware, concrete additives, etc. that are specified by product name either on the drawings or in the specifications.

h. Reference documents such as a Geotechnical Report, related historical record drawings, utility records, or USACE Permit (if applicable and not previously submitted).

i. Written responses to PCCA review comments (if any) on the prefinal documents, indicating the actions that have been taken to address the comments and confirming that all comments have been addressed in the sealed documents or resolved with the PCCA Project Manager prior to sealing.

B. Engineer shall conduct an internal quality control review of all Final Design Phase deliverables for reasonable accuracy, completeness, clarity, and constructability prior to submitting to PCCA for review. The Consultant's review shall be conducted by senior level professionals with appropriate experience for each discipline of work. Submittals deemed not suitable for distribution or issue due to lack of information, lack of clarity, or significant errors or conflicts will be returned to Consultant for a revised submittal at no added cost to PCCA or extension to the overall Project schedule. The general basis of a re-submittal request will be provided with the return, but a detailed review will not be conducted on an incomplete submittal.

C. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to PCCA the final signed and sealed Drawings and Specifications, design calculations, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables to the satisfaction of PCCA, including a copy of final AutoCAD drawings, applicable Word and bookmarked PDF files, and written confirmation that all PCCA comments have been addressed or resolved.

A1.03 Bidding or Proposal Negotiating Phase

A. Upon request by PCCA, Engineer shall provide up to [15] engineering service hours toward the following Bidding or Proposal Negotiating Phase services. These service hours are not to be invoiced except for services which are specifically requested. If requested by PCCA (and within the service hour limit), Engineer shall:

1. Attend pre-bid conference and provide a presentation of the technical aspect of the project as requested by the PCCA.

2. Prepare Addenda information as appropriate, and as requested by PCCA, to clarify,

correct, or change the issued documents.

3. Assist PCCA in evaluating bids or proposals.

4. Provide information or technical assistance as requested by PCCA during any review of bids or proposals, or negotiations with prospective construction contractors.

5. Consult with PCCA as to the qualifications and experience of prospective contractors.

6. Consult with PCCA as to the qualifications and experience of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

7. Evaluate and provide a recommendation on the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.

B. Within five business days of the bid opening, Engineer shall prepare and submit a PDF of the Conformed Technical Specifications and Conformed Drawings incorporating the addenda issued during the Bid Phase. The phrase 'CONFORMED SPECIFICATIONS' with the date shall be added adjacent to the Engineer's seal on the specifications Table of Contents and on the first page of each modified specification. The phrase 'CONFORMED DRAWING' with the date shall be added adjacent to the Engineer's seal on the Cover Sheet, and the title block of each modified sheet (i.e., each addenda sheet) shall be marked 'Conformed Drawing' and shall be sealed by a registered Professional Engineer licensed to practice in the State of Texas. The addenda issued information shall remain intact. The conformed drawings shall not be otherwise altered from the bid and addenda issues.

C. The Bidding or Proposal Negotiating Phase will be considered complete upon award of construction contract, or upon written notice of completion from PCCA in the event a construction contract is not awarded.

A1.04 Construction Phase

A. To support general construction administration (not to be interpreted as Project Representative), upon request by PCCA the Engineer shall provide up to [25] engineering service hours toward the following Construction Phase services. These service hours are not to be invoiced except for services which are specifically requested. If requested by PCCA (and within the service hour limit), Engineer shall:

1. Selection of Independent Testing Laboratory: Assist PCCA in the selection of an independent testing laboratory to perform the testing services identified in the contract documents.

2. Pre-Construction Conference: Participate in a pre-construction conference prior to

commencement of Work at the Site.

3. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

4. Baselines and Benchmarks: As appropriate, establish construction baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

5. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep PCCA informed of the progress of the Work.

    b. The purpose of Engineer's visits to the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for PCCA a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

6. Defective Work: Recommend rejection of Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to PCCA regarding whether Contractor should correct such Work or remove and replace such Work, or whether PCCA should consider accepting such Work as provided in the Construction Contract Documents.

7. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform PCCA of such incompatibility, and provide recommendations for addressing such Work.

8. Clarifications and Interpretations: Respond to questions concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation - RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted to PCCA.

9. Change Orders and Work Change Directives: Review and provide recommendation(s) for action to the PCCA regarding Change Orders and Work Change Directives, as appropriate. Prepare related drawing revisions if requested by PCCA.

10. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for PCCA's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

11. Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

12. Substitutes and "or-equal": Evaluate and provide a recommendation on the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

13. Inspections and Tests:

    a. Review certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

b. Pursuant to the terms of the Construction Contract, recommend additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

14. Change Proposals, Value Engineering Proposals, and Claims: Review duly submitted Construction Contractor's request for Change Proposal (Contractor's proposal for a Change Order) or Contractor's Value Engineering Proposal, and within 30 calendar days after receipt of the Contractor's supporting data, provide recommendation to either deny the Change Proposal or Value Engineering Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to PCCA and Contractor. If the Change Proposal or Value Engineering Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties of such. Provide information or data to PCCA regarding engineering or technical matters pertaining to Claims.

15. Applications for Payment: Review Contractor's applications for payment and provide PCCA with a recommendation to pay, partially pay, or request a revised pay application.

16. Contractor's Completion Documents: Review maintenance and operating instructions, schedules, guarantees, certificates of inspection, tests and approvals, and Submittals, Shop Drawings, Samples, and other data submitted by Contractor. Review Contractor's redline drawings and as-built records and prepare and submit Record Drawings to PCCA as further described below.

17. Substantial Completion: In company with PCCA and Contractor, visit the Site to review the Work and determine if there are any apparent defects or if Project is substantially complete. Follow the procedures in the Construction Contract regarding development of defects or punch list and submit to PCCA recommendations for replacement or correction of defective work, if any, and punch list items to be completed. Assist PCCA regarding any remaining engineering or technical matters affecting PCCA's use or occupancy of the Work following Substantial Completion.

18. Final Notice of Acceptability of the Work: Conduct a final visit to the Project site to determine if the Work, including punch list items, is complete and acceptable for the Engineer to recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to PCCA that the Work is acceptable.

B. Record Drawings: Prepare Record Drawings from Contractor's as-built records (Contractor's red-line markups) and furnish the digital Record Drawings to PCCA in PDF and with bound AutoCAD files (Civil 3D required for Civil discipline) to match the PDF within 30 calendar days of receipt of Contractor's as-builts. Supplement Record Drawings with information regarding the completed Project, site, and immediate adjacent areas if obtained by Engineer from field observations, PCCA, utility companies, and other reliable sources. The Record Drawings shall:

1. identify the original engineer, license number, and seal date;

2. identify the firm, firm number, and location of the original sealed drawings;

3. identify the change(s) and revised alignments of existing and proposed features;

4. include a note on each sheet in place of the original seal with information on the original seal and seal date;

5. be identified as such in a note on each sheet; and

6. be prepared using a contemporary (less than five years old) version of AutoCAD. CAD files shall be in accordance with the CAD file requirements described above for the Construction Drawings.

PART 2 – SUPPORT SERVICES

A2.01 Support Services Required to be Listed in the Contract

A. Support Services for this Contract include:

1. Topographic Survey: Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes.

   a. The Topographic Survey shall be sealed by a Registered Professional Land Surveyor (RPLS) licensed in the State of Texas and shall comply with acceptable standards established in the most current edition of the Texas Society of Professional Surveyors (TSPS) Manual of Practice.

   b. Survey data shall be in ASCII Format PNEZD and shall utilize Texas State Plane Grid Coordinate System, Texas South Zone NAD '83 in U.S. feet for horizontal datum and NAVD '88 vertical datum landside. Geodetic (Surface) coordinates are not acceptable. Datum shall be tied to a permanent benchmark in the PCCA database.

   c. Unless otherwise approved, vertical datum for features in or over water shall use Mean Lower Low Water (MLLW) based on NOAA datum from Station 8775296 USS Lexington, or closest available Station. The applicable reference datum and correlation of MLLW to NAVD '88 must be stated.

   d. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by PCCA pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," Levels B-D. Provide a recommendation for any specific Level A utility investigation(s) needed during the Design Phase to locate underground utilities or features which may significantly impact the proposed design and/or construction and which cannot otherwise be reasonably located by Level B-D investigation.

   e. Survey Drawings are to be prepared using a contemporary (less than 5 years old) version of AutoCAD Civil 3D. CAD files are to include all constituent components. All data shortcuts such as 'DREF' data links generated in Civil 3D

shall be validated. An equivalency table shall be provided for all abbreviated point descriptions. All used point groups, surfaces, corridor models, alignments, assemblies, break lines, etc. shall be validated and rebuilt to confirm no errors exist prior to submittal to the PCCA. External references shall be validated to confirm broken or circular references are not present. Include all project external reference CAD files in the appropriate coordinate system with submittal as independent files. Prior to submittals, utilize 'etransmit' to confirm inclusion of ctb., fonts, XREF, etc. and to preserve the file directory structure. If used, the project .dst Sheet Set Manager template file is to be provided with the submittal(s).

2. Geotechnical Report: Provide a sealed Geotechnical Report based on Engineer's recommended geotechnical investigations and geotechnical recommendations needed for design and/or construction. The Geotechnical Report shall:

    a. Reference the PCCA project name and PCCA project number on the cover and in the body of the Report.

    b. Include a statement to the effect that the Report was prepared for the Consultant on behalf of the PCCA. Statements to the effect that the Report is only for the exclusive use of the Consultant are not acceptable.

    c. Include a layout showing the approximate boring locations and listing the NAD '83 northing-easting coordinates of the boring locations.

3. *(For Reference Only)* Service Order Summary

DESCRIPTION OF SERVICES	Original Service Order Breakdown	Amendment No. 1 Breakdown (current)	Amended Total Service Order Breakdown
BASIC SERVICES:			
Preliminary Design Phase	$ 56,701.00	$ 4,063.83	$ 60,764.83
Final Design Phase	$ 0.00	$ 77,628.82	$ 77,628.82
Bid / Solicitation Phase	$ 0.00	$ 4,271.45	$ 4,271.45
Construction Phase	$ 0.00	$ 5,620.97	$ 5,620.97
Subtotal, Basic Services	**$ 56,701.00**	**$ 91,585.07**	**$148,286.07**
SUPPORT SERVICES:			
Bulkhead Inspection - Under and Above Water	$ 42,716.00	$ 0.00	$ 42,716.00
Topographic Survey	$ 0.00	$ 2,081.24	$ 2,081.24
Surveying and Detail for Two CDS Units Painting	$ 0.00	$ 1,737.50	$ 1,737.50
Subtotal, Support Services	**$ 42,716.00**	**$ 3,818.74**	**$ 46,534.74**
SUMMARY OF FEES:			
Basic Services Fee	$ 56,701.00	$ 91,585.07	$148,286.07
Support Services Fee	$ 42,716.00	$ 3,818.74	$ 46,534.74
Allowance for Addt'l Services (*PCCA auth. only*)	$ 0.00	$ 0.00	$ 0.00
TOTAL NOT TO EXCEED AMOUNT	**$ 99,417.00**	**$ 95,403.81**	**$194,820.81**

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 May 20, 2025.***

PORT OF CORPUS CHRISTI AUTHORITY "PCCA":		**JIMENEZ ENGINEERING SOLUTIONS, LLC D/B/A INTERNATIONAL CONSULTING ENGINEERS "ENGINEER":**	
By:	_____	**By:**	_____
Title:	**Chief Executive Officer**	**Title:**	_____
Date:	_____	**Date:**	_____

This section is for PCCA use only.						
AS	BA	SM	PD	PR	SC	VE

DATE: May 20, 2025

TO: Port Commission

FROM: Natasha Fudge, P.E.
Director of Engineering Services

Approve a consulting services contract with Linda Webster-Gurley, P.E. in the amount of $148,350 for services including technical reviews, assessments, assistance with updating project design guidelines and standards, and tenant plan reviews.

SUMMARY: Staff requests approval of a consulting services contract with Linda Webster-Gurley, P.E. in the amount of $148,350 for services including technical reviews, assessments, assistance with updating project design guidelines and standards, and tenant plan reviews.

BACKGROUND: In the past three years, the PCCA Engineering Services Department has seen close to a hundred submissions from tenants for lease/easement site modifications. To help alleviate the workload, the PCCA entered into a consulting services contract with Linda Webster Gurley, P.E. in May 2024 for assistance with professional review services, such as technical reports, drawings, and plan reviews for general conformance with PCCA's current standards and requirements. Consulting services also include general technical engineering support as requested and assistance with development of design standards and guidelines for consultant and tenant project deliverables, and general guidelines to standardize PCCA processes to enhance project delivery.

During her time assisting the PCCA, Linda has shown impressive work and has been a great asset for the Engineering Services Department, and staff seeks to retain her services again this year. In general, Linda will provide professional technical review services for the 2025 Engineering Services Department project workload, technical assistance with construction plan reviews of proposed tenant improvements submitted to the PCCA for review, and assistance in the on-going development of guidelines and requirements to achieve consistency and standardization for project execution. Services are provided on a time and material basis, and the contract has been negotiated for a not-to-exceed amount of $148,350.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: This project is in alignment with the mission of the Port. The project conforms to the PCCA's Strategic Plan 2026 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

EMERGENCY: No.

FINANCIAL IMPACT: This project is included in the 2025 budget for professional engineering services.

STAFF RECOMMENDATION: Staff recommends approval of a consulting services contract with Linda Webster-Gurley, P.E. in the amount of $148,350 for services including technical reviews, assessments, updating project design guidelines and standards, and tenant plan reviews.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Sonya Lopez-Sosa
	Jacob Morales
Legal	Standard Consulting Services Contract
Senior Staff	Kent Britton
	Kyle Hogan

LIST OF SUPPORTING DOCUMENTS:

Consulting Services Contract

CONSULTING SERVICES CONTRACT

THIS CONTRACT (the "Contract") is made and entered into effective as of the 1st day of June 2025, ("Effective Date") by and between the Port of Corpus Christi Authority of Nueces County, Texas ("Authority"), and Linda Webster Gurley, P.E. ("Consultant"), each a "Party" and collectively as "Parties".

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

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

2. PERIOD OF SERVICE: The Consultant shall complete the Services on or before July 31, 2026 (the "Deadline"), unless the Authority agrees to extend the Deadline for good reason; provided, however, that the Authority may terminate this Contract at any time in accordance with Section 14. Time is of the essence in performance of this Contract. There will be no obligation established between Authority and the Consultant for performance of the Services until Authority provides the Consultant execution of this Contract and receipt by the Authority of appropriate Certificates of Insurance and other documentation as may be required herein. The term of this Contract ("Term") shall begin on the Effective Date and shall end on the first to occur of the following: (1) the Deadline, as the same may have been extended by the Authority, (2) the date on which, in the opinion of Authority, all of the Services have been rendered, (3) the date on which this Contract is terminated by the Authority pursuant to Section 14, or (4) the date on which this Contract is terminated by the Consultant pursuant to Section 14.

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

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

Sonya Lopez-Sosa
Chief of Program Management
400 Harbor Drive
Corpus Christi, TX 78401
E-mail: sonya@pocca.com

Authority may change the Contract Representative at any time by giving the Consultant written notice of such change.

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

If to the Authority: Kent A. Britton
Chief Executive Officer
Port of Corpus Christi Authority
400 Charles Zahn, Jr. Drive
Corpus Christi, Texas 78401
E-mail: kbritton@pocca.com

If to the Consultant: Linda Webster Gurley, P.E.
7510 Milan Street
Corpus Christi, TX 78414
E-mail:lwgurley@gmail.com

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

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

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

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

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

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

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

6.5 In performing the Services, the Consultant will not use any third party's confidential or propriety information, or infringe the rights of another party, nor will the

Consultant disclose to the Authority, or bring onto the Authority's premises, or induce the Authority to use any third party's confidential or proprietary information;

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

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

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

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

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

7. COMPENSATION: The compensation to be paid Consultant for providing the Services shall be the compensation described in Exhibit B attached hereto, which is incorporated herein by reference; provided, however, the total fees paid to Consultant for the Services (including reimbursable travel expenses and other direct costs) shall not exceed one hundred forty-eight thousand three hundred fifty **Dollars ($148,350).** Consultant will obtain the written approval of Authority's Contract Representative relative to incurring travel and other direct costs before incurring such expenses.

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

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

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

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

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

12. DISCLOSURE OF INTERESTED PARTITES: Consultant will comply with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas

Ethics Commission Rules by preparing a Texas Form 1295, "Certificate of Interested Parties" and submitting the signed form to Authority at the time Consultant submits the signed contract to Authority. This provision will only apply to contracts approved by the Port of Corpus Christi Authority Port Commission.

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

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

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

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

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

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

of the mediator, and should the Parties fail to resolve any dispute by mediation within such 30-day period, the Parties shall have all rights available at law or in equity.

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

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

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

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

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

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

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

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

24. NO ORGANIZATIONAL CONFLICT OF INTEREST: Consultant hereby certifies that it has no actual or potential Organizational Conflict of Interest. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons or entities, the Consultant is unable or potentially unable to render impartial assistance or advice to Authority or the Consultant's objectivity in performing the services under this Contract is or might otherwise be impaired. An "Organizational Conflict of Interest" also exists if an owner, director, manager, trustee, or employee of the Consultant publicly opposes, works against, or takes a position adverse to the project, permit, or objectives for which the Consultant is engaged hereunder. Consultant agrees to immediately notify Authority of any actual or potential Organizational Conflict of Interest that develops or occurs during the term of this Contract. Consultant agrees that Authority may terminate this Contract immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Contract.

25. SECTION 2271.002, TEXAS GOVERNMENT CODE: To the extent required by Section 2271.002 of the Texas Government Code, Consultant 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: Kent A. Britton
Title: Chief Executive Officer
Date: _____

"Authority"

LINDA WEBSTER GURLEY, P.E.

By: _____
Name: Linda Webster Gurley, P.E.
Title: Consultant
Date: _____

"Consultant"

EXHIBIT A

SCOPE OF SERVICES

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

Consultant will provide the following services:

- Provide professional technical review services for PCCA 2025 Engineering Services Department project workload. Reviews will include review of technical reports, drawings, and specification submittals for general conformance with PCCA standards and requirements.
- Provide technical assistance with plan reviews of proposed tenant improvements submitted to the PCCA for review and other general engineering technical support as requested and agreed.
- Assist in development of guidelines and requirements to achieve consistency and standardization for project execution. Services to generally include development of recommended updates and drafts to the PCCA Engineering Project Manual such as standardized design review requirements, review of project scoping requisites, project review and submittal checklists, standards and criteria for PCCA construction drawings, testing schedules, guidelines for consultant and tenant project deliverables, and related documents, project logs, etc. for implementation of PCCA guidelines, requirements, and processes to enhance project delivery.
- Services may include development of drafts and recommendations for customized select general civil technical specifications upon request to support the standardization of PCCA contract documents and specifications. The development of standard construction specifications, templates, formatting, and requirements for submittals will streamline project delivery, consistency, and reduce time in reviewing of documents by PCCA staff during project design as well as Contractor bid review time.

Services include review of processes and recommendations on procedures, guidelines, and standards as described above, but do not include plan preparation and/or sealing of design documents or activity requiring use of a professional engineer's seal.

FEE Schedule
Hourly rate - $115

EXHIBIT B

FEE SCHEDULE

The Consultant will perform the Services described in Exhibit A in accordance with the terms and conditions of this Contract on a fixed rate or an hourly fee basis; provided, however, that the total fees paid to Consultant for the Services (including reimbursable travel expense and other direct costs) will not exceed **$148,350**, without Authority's written approval. Services provided by Consultant will be billed as specified in this Exhibit B. These fees will cover all of Consultant's overhead costs, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges.

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

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

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

EXHIBIT C

INSURANCE

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

	TYPE OF INSURANCE	MINIMUM LIMITS
A.	Workers' Compensation	Statutory
B.	Employer's Liability	$500,000 per Occurrence
		$500,000 Aggregate

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

C.	Automobile Liability	$30,000 each person injured in an accident
		$60,000 entire accident
		$25,000 property damage

Each policy, except for Automobile 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"). In the event that the work of Consultant's employees fall within the purview of the United States Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or the Federal Employer's Liability Act, Consultant shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts.

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

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

The minimum insurance required may be increased periodically upon request by Authority to commercially reasonable limits**.** The company writing each of the Policies must possess a current rating with A.M. Best Company of at least "A-, VII". Consultant's liability shall not be limited to the specified amounts of insurance required herein.

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of May 20, 2025.

DATE: May 20, 2025

TO: Port Commission

FROM: Russell Cordo – Harbor Master
Russell@pocca.com
(361) 885-6166

Approve Sixth Amendment to 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 2025-2026 contract year to extend the end date for Major Maintenance item installation and replacement of I-Beam at the UTMSI Research Pier from March 30, 2025, to December 31, 2025.

SUMMARY: Staff requests the Port Commission approve a Sixth Amendment to the Interlocal Cooperation Contract with Texas A&M University – Corpus Christi (TAMU-CC) for the operation, maintenance, repair, and management of the Corpus Christi Physical Oceanographic Real-Time System (CC PORTS®) to extend the end date for Major Maintenance item installation of the replacement of I-Beam at the UTMSI Research Pier from March 30, 2025, to December 31, 2025. TAMU-CC was unable to complete the replacement before March 30, 2025, due to unavoidable delays.

BACKGROUND: On February 21, 2017, the Port Commission adopted a Resolution approving a Memorandum of Agreement (MOA) with the Department of Commerce National Oceanic and Atmospheric Administration (NOAA) National Ocean Service (NOS) Center for Operational Oceanographic Products and Services (CO-OPS) for quality control and dissemination of data from new sensors of the Corpus Christi Physical Oceanographic Real-Time System (CC PORTS®). The MOA allows CO-OPS to collect, quality control and disseminate data from new oceanographic sensors in the Corpus Christi waterways. As part of the MOA, PCCA is responsible for contracting with a NOAA-approved contractor to purchase, test, install, manage, operate, and maintain the equipment identified in the MOA as part of CC PORTS®. TAMU-CC's Conrad Blucher Institute for Surveying and Science (CBI) is a NOAA-approved contractor. On March 19, 2024, PCCA and TAMU-CC entered into a third amendment covering the Interlocal Cooperation Contract for the 2024 – 2025 Operation, Maintenance, Repair and Management of the existing CC PORTS®. The third amendment included replacement of the I-beam at the UTMSI Research Pier (cc0302) as a major maintenance item in the amount of $33,656. Due to unavoidable delays TAMU-CC was unable to complete the replacement before March 30, 2025. A no cost extension from March 30, 2025 to December 31, 2025 is requested to allow TAMU-CC to complete replacement and installation of major maintenance item (cc0302).

ALTERNATIVES: Do not approve the contract amendment.

CONFORMITY TO PORT POLICY: This project is consistent with the PCCA's 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: No.

FINANCIAL IMPACT: On March 19, 2024 PCCA and TAMU-CC entered into a third amendment covering the Interlocal Cooperation Contract for the 2024 – 2025 Operation, Maintenance, Repair and Management of the existing CC PORTS®. The third amendment allocated $33,356 to cover major maintenance item installation and replacement of I-Beam at the UTMSI Research Pier (cc0302). No additional funding is requested.

STAFF RECOMMENDATION: Staff recommends the Port Commission approve the Sixth Amendment to the Interlocal Cooperation Contract with Texas A&M University – Corpus Christi for the operation, maintenance, repair, and management of the Corpus Christi Physical Oceanographic Real-Time System (CC PORTS®) to extend the end date for Major Maintenance item installation of the replacement of I-Beam at the UTMSI Research Pier from March 30, 2025, to December 31, 2025.TAMU-CC.

DEPARTMENTAL CLEARANCES:

Originating Department	Operations
Reviewed & Approved	Cindy Bertolami
Legal Reviewed by	Dane Bruun
Executive Staff	Kent Britton

LIST OF SUPPORTING DOCUMENTS:

Sixth Amendment to Interlocal Cooperation Contract

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SIXTH AMENDMENT TO INTERLOCAL COOPERATION CONTRACT FOR OPERATION, MAINTENANCE, REPAIR AND MANAGEMENT OF THE CORPUS CHRISTI PHYSICAL OCEANOGRAPHIC REAL-TIME SYSTEM

This Sixth Amendment to the Interlocal Cooperation Contract for Operation, Maintenance, Repair and Management of the Corpus Christi Physical Oceanographic Real-Time System ("Sixth Amendment") is made effective as of May 20, 2025 ("Amendment Date"), by and between the Port of Corpus Christi Authority of Nueces County, Texas ("PCCA"), a navigation district operating under Article XVI, Section 59 of the Texas Constitution, and Texas A&M University – Corpus Christi ("TAMU-CC"), an agency of the State of Texas. PCCA and TAMU-CC are sometimes collectively referred to herein as the "Parties" and individually as a "Party".

Recitals

WHEREAS, on February 21, 2017, PCCA entered into a Memorandum of Agreement ("MOA") with the National Oceanic and Atmospheric Administration ("NOAA") for data sharing, quality control and dissemination of data from oceanographic sensors to be installed in the Corpus Christi waterway as part of NOAA's Corpus Christi Physical Oceanographic Real Time System (CCPORTS); and

WHEREAS, as part of the MOA, PCCA is responsible for contracting with a NOAA approved contractor to purchase, test, install, manage, operate, and maintain the equipment identified in the MOA as part of CCPORTS; and

WHEREAS, TAMU-CC's Conrad Blucher Institute for Surveying and Science ("CBI") is a NOAA-approved contractor; and

WHEREAS, on March 21, 2017, PCCA and TAMU-CC entered into an Interlocal Cooperation Contract for the purchase, testing, installation, management, operation, and maintenance of the equipment identified in the MOA as part of CCPORTS; and

WHEREAS, on March 21, 2022, the Parties entered into the current Interlocal Cooperation Contract for operation, maintenance, repair and management of CCPORTS for a five (5) year term; and

WHEREAS, on February 14, 2023, the Parties amended the Interlocal Cooperation Contract (the "First Amendment") to increase the annual contingency for emergency and unscheduled repairs from $25,000 to $50,000 for each of the remaining contract years; and

WHEREAS, on April 1, 2023, the Parties amended the Interlocal Cooperation Contract (the "Second Amendment") to incorporate the scope of work and budget for the 2023-2024 contract year; and

WHEREAS, on March 19, 2024, the Parties amended the Interlocal Cooperation Contract (the "Third Amendment") to incorporate the scope of work and budget for the 2024-2025 contract year; and

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WHEREAS, on May 21, 2024, the Parties amended the Interlocal Cooperation Contract (the "Fourth Amendment") to incorporate the purchase and installation of dual air gap sensors on the existing Harbor Bridge; and

WHEREAS, on March 18, 2025, the Parties amended the Interlocal Cooperation Contract (the "Fifth Amendment") to incorporate the scope of work and budget for the 2025-2026 contract year; and

PCCA and TAMU-CC desire to amend the Interlocal Cooperation Contract to extend the end date for the installation of the replacement I-beam at the UTMSI Research Pier from March 30, 2025 to December 31, 2025.

NOW THEREFORE, for good and valuable consideration, PCCA and TAMU-CC agree as follows:

1. Any capitalized term used in this Sixth Amendment and not defined herein shall have the meaning given to such term in the Interlocal Cooperation Contract.

2. The Third Amendment, which covered the scope of work and budget for the 2024-2025 contract year, included the replacement of the I-beam at the UTMSI Research Pier (cc0302) as a major maintenance item in the amount of $33,656. TAMU-CC was unable to complete the replacement before March 30, 2025, due to unavoidable delays. The Parties mutually agree to a no-cost extension to complete the major maintenance item from March 30, 2025, to December 31, 2025. The scope of work for the I-beam replacement is attached hereto as Exhibit A.

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

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

5. This Sixth Amendment may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. The Parties may provide signatures and acknowledgments to this Sixth Amendment by facsimile or Adobe ".pdf" file and such facsimile or Adobe ".pdf" file signatures and acknowledgments shall be deemed to be the same as original signatures and acknowledgments.

[Signature page follows this page.]

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IN WITNESS WHEREOF, each party hereto has caused this Sixth Amendment of Interlocal Cooperation Contract to be executed on behalf of such party by an authorized representative effective as of the Amendment Date.

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

By: _____
Name: Kent A. Britton
Title: Chief Executive Officer

TEXAS A&M UNIVERSITY –
CORPUS CHRISTI

By: DocuSigned by: DBA1189516ED42F... _____

Name: Kimberly Hawkenson

Title: Director, Sponsored Research Administration

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TEXAS A&M UNIVERSITY CORPUS CHRISTI | CONRAD BLUCHER INSTITUTE FOR SURVEYING AND SCIENCE

EXHIBIT A

Scope of Work

This Scope of Work (SOW) describes the major maintenance proposed for the installation of an I-beam rail system at the UTMSI Research Pier and remove the corroded I-beam rail system at Channel View Condominiums, which was previously approved under Contract Amendment 3 and Purchase Order 115752.

TAMU-CC is requesting additional time to execute the work previously approved and described above. The I-beam at the Channel View site requires replacement due to extreme corrosion. TAMU-CC and POCCA agreed that the system should be moved back to its original site selection of the UTMSI Research Pier which has been rebuilt after being destroyed during the passage of Hurricane Harvey.

Data has been available from cc0302 UTMIS Research Pier via a sensor that CBI deployed in February 2024 on a temporary mount underwater. Data is available via the station page at https://tidesandcurrents.noaa.gov/ports/ports.html?id=cc0302 . This temporary installation was implemented to allow for the prompt resumption of data collection while we continued work to complete the major maintenance scope involving the fabrication and installation of a new I-beam, as well as the removal of the old one. An I-beam rail system is a cost effective installation that allows the sensor to be serviced above water without the need for a dive team each time and minimizes station downtime in response to sensor issues.

MAJOR MAINTENANCE (MM)

All components have been fabricated and/or purchased, and the procurement office at TAMU-CC is awaiting approval of a no-cost time extension to issue the contract and accompanying purchase order to the vendor so work can be completed. The fabrication of the I-beam rail system to be installed was completed in 2024.

TAMUCC will:

- manage a contract with a vendor with a crane/barge to assist in the installation of the I-beam at UTMSI Research Pier as well as the removal of the old I-beam system at Channelview Condominium pier.
- provide experienced staff to perform the onsite work at both locations
- coordinate with the two site owners at UTMSI and Channelview to schedule the onsite work.
- install the fabricated I-beam at UTMSI Research Pier
- deploy a sensor on the I-beam rail system to be installed at UTMSI Research Pier
- coordinate with NOAA on the new sensor deployment to ensure data dissemination continues.
- remove and dispose of the old I-beam at Channelview Condominiums.

PRICING (No change from pricing originally approved under Contract Amendment 3)

Budget Table		**QTY**	**Cost**
cc0302	Replacement I-beam for cc0302 (previously cc0301 Channelview)	1	36,656
		Grand Total:	**$36,656**