**Notice of Port Commission meeting of the**
**Port of Corpus Christi Authority of Nueces County, Texas, on**
**Tuesday, June 17, 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 June 17, 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 May 20, 2025 Port Commission regular meeting.
May 20 2025 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 Receive update on 89th Texas Legislative Session from Brian Yarbrough with Erben & Yarbrough

**9. Open Session Agenda Items for Individual Consideration**

9.a Award a construction contract to SR Trident, Inc. in the amount of $2,968,765.60, the lowest and best bidder based on bids received on June 5, 2025, for the Oil Dock 11 Maintenance Project.
OD11 Maint June25 - 1-Memo.docx
OD11 Dock Maintenance - 2-Exhibit.pdf
OD11 Maint June25 - 3-Results.pdf

9.b Approve Master Services Agreement No. 25-04 and Service Order No. 1 with Simpson Gumpertz & Heger in the amount of $955,620 for engineering design services associated with the Cargo Dock 8 Structural Capacity Increase Project.
SGH_CD8_June25_-_1-Memo__2.docx
SGH CD8 - 2-Exhibit.pdf
SGH_CDB-3Contract.pdf
SGH_MSA_25-04.pdf

9.c Approve a change order and an increase in contingency in the amount of $1,117,805 with South Texas Building Partners, Inc., associated with the Ortiz Center Interior Improvements Project for sanitary sewer system and general utility improvements and relocation of the new grease trap.
Ortiz Interior CO June25 - 1-Memo.docx
Ortiz Interior CO - 2-exhibit.pdf
Ortiz Interior CO - 3-CO.pdf

9.d Approve a professional architectural/engineering services contract with Richter Associates Architects Inc. d/b/a Richter Architects in the amount of $802,019 for services to complete the design of Harbor Point Project, a maritime-themed, public destination to be constructed on PCCA-controlled property in the old Harbor Bridge right-of-way.
Richter Harbor Point June25 - 1-Memo.docx
Harbor Point Richter - 2- Exhibit.pdf

Harbor Point_Richter - 3.pdf

9.e Approve an amendment to Service Order No. 1 with AECOM Technical Services, Inc., under Master Services Agreement No. 24-03, in the amount of $4,743,180 for additional services associated with the New Inland Rail Facility Project.
AECOM Rail June25 - 1-Memo.docx
AECOM Rail June25 - 2-Exhibit.pdf
AECOM_Rail_SO - 3_Amendment @.pdf

9.f Approve a purchase contract with Marine Travelift Inc. in the amount of $572,349 for the purchase of a mobile boat lift, model 75BFMII, for use at the Southside Marine Center..
Agenda Memo - Marine_Travel_Lift.pdf
GSA QBINDER-USA-TX-Port of Corpus Christi-17792-75BFMII-060325-V43.pdf

9.g Approve a purchase contract with Motorola Solutions Inc., in the amount of $1,097,409 for Silent Sentinel long range camera systems using Texas DIR Contract # DIR-CPO-5433.
CM_PSGP23Cameras_v3.pdf
Port of Corpus Christi LR Camera Proposal w Addendum -DIR Pricing V2.pdf
Motorola Price Verification Worksheet 6.10.2025 Rev 1.pdf
PSGP23_Cameras.pptx

9.h 1) Approve a Maintenance Dredging Agreement with Flint Hills Resources Corpus Christi, LLC, to incorporate maintenance dredging of Flint Hills Resources Corpus Christi, LLC, Dock No. 3 in PCCA's 2025 Annual Dredging Services Program; and 2) Approve an Amendment to Task Order No. 7 with Callan Marine, Ltd., under Master Services Agreement No. 21-01 in an amount not to exceed $354,268 for maintenance dredging of Flint Hills Resources Corpus Christi, LLC Dock No. 3.
Callan FHR - Memo
Callan FHR - Amendment
FHR - Maintenance Dredging Agreement
Callan FHR - Exhibit

9.i Approve an Amendment to Task Order No. 7 with Callan Marine, Ltd., under Master Services Agreement No. 21-01 in an amount not to exceed $750,000 for dredging services associated with the Corpus Christi Ship Channel Improvement Project.
Callan CIP - Memo
Callan CIP - Exhibit

**10. Consent Agenda Items for Collective Action** *The following agenda items are matters of a routine or administrative nature. 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 purchase of additional licenses for in-vehicle camera systems, equipment tracking, and vehicle telematics with Samasara, Inc. through Sourcewell contract #020221-SAM in the amount of $10,829.50.

Samsara Commission Memo 2025.docx
maint.pdf
safety.pdf

10.b Approve the renewal of a 5-year Lease Agreement with Cooper Outdoor Advertising Inc., for a billboard located along the northbound side of US Hwy. 181 in San Patricio County, Texas and a billboard located on southbound side of Interstate Highway 37 near the Savage Lane railroad track, Nueces County, Texas.
Cooper Billboard Lease 2025 - Memo
Cooper Billboard Lease 2025 - Memo Exhibit
Cooper Billboard Lease 2025 - Agreement

10.c Approve purchase of one (1) new Genie Self-Propelled Articulating Boom, Model Z80/60 2WS-4WD, from Briggs Equipment with a purchase price of $161,710 utilizing BuyBoard Contract #685-22 for use in the Maintenance Department.
2025 Purchase of Genie Z80-60 2WS - 4WD - Comm Ltr June 2025.docx
2025 PCCA Z80-60 Genie Quote.pdf

10.d Approve purchase of one (1) new Grove GCD15 Carry Deck Crane from Anderson Machinery Company with a purchase price of $296,754.75 utilizing BuyBoard Contract #685-22 for use in the Maintenance Department.
2025 Purchase of Grove GCD15 Carry Deck Crane - Comm Ltr June 2025.docx
2025 PCCA GROVE 15T Carry Deck Quote.pdf

10.e Approve amendment to Services Contract with Flyer View Group, LLC, for a new aerial floor map at the Executive Administration Building in the amount of $120,501.50 for revised scope of work.
Port Commission Memo - Custom Floor-Wall Map v3.docx
Flyer View Group LLA SA Amend No 3 CEAO 24-520A - Signed.pdf

10.f Adopt resolution authorizing the disposal of salvage or surplus personal property.
2025_June_Comm_Memo_-_Sale_of_Surplus_Salvage_.docx
2025_Resolution_for_Surplus_Salvage_of_Personal_Property.docx
Exihibit A 2025 rev1.pdf

10.g Approve expenditure of $5,000 from the Promotion and Development Fund to support the City of Corpus Christi Mayor's Big Bang July 4th Celebration.
Agenda Memo - Big Bang July 4 Celebration .docx

10.h Approve a First Amendment to Consulting Services Contract with Cassidy & Associates Inc. to increase allowance for reimbursable expenses for 2025 from $2,000 to $7,000.
CM - Cassidy Associates Amendment 1 for Contract June 2025.docx
2025 Cassidy & Associates Inc Consulting Services Contract Amend No 1 - Signed.pdf

10.i Grant Ship Agent License to CV International, Inc. d/b/a Capes Shipping Agencies, per Tariff Item 2.250.
Comission_Memo_-
Granting_of_Ship_Agent_Licenses_to_Qualified_Applicants_..__Capes_Shipping_A

**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 Legal advice from counsel regarding zoning and PCCA property in the City of Corpus Christ, Texas. (§551.071)

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**
**MAY 20, 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, May 20, 2025, at 9:00 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. Mike Pedrotti

**Absent:** Mr. Tony LaMantia

**Present:** Mr. Kent Britton
Ms. Cindy Bertolami
Mr. Omar Garcia
Mr. Kyle Hogan
Mr. Jeff Pollack
Ms. Brenda Reed
Mr. Tim Acosta
Ms. Marisa Alaniz
Mr. Sammy Armadillo
Ms. Amelie Arvin
Mr. Paul Ayala
Ms. Rosaura Bailey
Mr. Russell Cordo
Mr. Roberto DeSantos
Mr. Sam Esquivel
Ms. Sarah Garza
Chief Eric Giannamore
Mr. Johannes Geldenhuys
Ms. Cynthia Gonzalez
Ms. Danielle Hale
Mr. Richard Hernandez
Ms. Lisa Hinojosa
Ms. Monique Lerma
Ms. Melinda Licon
Mr. Brooks Lobingier, II
Ms. Sonya Lopez-Sosa

Mr. Tony MacDonald
Ms. Nelda Olivo
Ms. Claudia Rosalez
Ms. Leslie Ruta
Mr. Jeremy Salinas
Mr. Pablo Schmitt
Mr. Robert Schultz
Mr. Leo Veloz
Mr. Daniel Villesca

**Others Present:** Mr. Jimmy Welder
Mr. Dane Bruun

Others Present: Mr. Robert Swize
Gulf Compress
Mr. Keith Smith
Gulf Compress
CAPT Mike Kershaw
Port/Pilot Liaison
Ms. JoEllyn Kreuger
Port Aransas
Mr. Shane Bonnet
CCA Texas
Ms. Jalyn Stineman
Del Mar
Mr. David Krams
Lanier & Associates
Mr. Charlie Boone
Coastal Watch Association
Mr. Xavier F. Valverde, Sr
G&H Towing
Mayor Wendy Moore
City of Port Aransas
Mr. David Parsons
COPA
Ms. Cathy Fulton
Port Aransas
Mr. Charlie Stovall

**1. Meeting called to order**

**2. Safety briefing presented**

**3. Pledge of Allegiance recited**

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

**5. Minutes**

**5.a.** ***Action*****:** On motion made by Mr. Hoskins and seconded by Ms. Gonzalez, the Commission approved the minutes of the April 22, 2025, Port Commission regular meeting.

**5.b.** ***Action*****:** On motion made by Mr. Guerra and seconded by Ms. Gonzalez, the Commission approve the minutes of the April 29, 2025, Port Commission special meeting.

**6. Public Comment:** The following individuals addressed the Port Commission: Mr. Shane Bonnot; Mr. Charlie Boone; Nueces County Commission Brent Chesney; Mayor Wendy Moore; Ms. JoEllen Krueger; Ms. Cathy Fulton; and Mr. Charlie Stovall.

**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**

**8.a.** The Commission received a Strategic Plan 2029 Development Update from Jeff Pollack, Chief Strategy and Sustainability Officer.

**8.b.** The Commission received a presentation from Danielle Hall, Director of Emergency Management, on the Port of Corpus Christi's Hurricane Readiness.

**9. Open Session Agenda Items for Individual Action**

**9.a.** ***Adopt a Resolution regarding Nearshore Discharge Permit*****:**

***Action*****:** On motion made by Mr. Guerra and seconded by Ms. Gonzalez, the Commission adopted the resolution. The resolution, in its entirety, is attached to these minutes as **ATTACHMENT ONE.**

**9.b.** ***Approve the Port of Corpus Christi Authority's First Quarter 2025 Financial Report*****:** Staff recommended the Port Commission approve the First Quarter 2025 Financial Report.

***Action*****:** On motion made by Mr. Ahuja and seconded by Mr. Hoskins, the Commission approved staff's recommendation.

**9.c.** ***Approve the Port of Corpus Christi Authority's First Quarter 2025 Investment Report*****:** Staff recommended the Port Commission approve the First Quarter 2025 Investment Report.

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

**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*****:** Staff recommended 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 recommended 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.

***Action*****:** On motion made by Mr. Ahuja and seconded by Mr. Hoskins, the Commission approved staff's recommendation.

**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*****:** Staff recommended approval of a purchase contract for $551,081.26 with Computacenter United States Inc., for a new VxRail environment, utilizing Texas DIR Contract #DIR-CPO-5792.

***Action*****:** On motion made by Mr. Hoskins and seconded by Mr. Guerra, the Commission approved staff's recommendation.

**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:*** Staff

recommended 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.

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

**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*:** Staff recommended 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.

***Action*:** On motion made by Mr. Guerra and seconded by Mr. Ahuja, the Commission approved staff's recommendation.

**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*:** Staff recommended 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.

***Action*:** On motion made by Mr. Guerra and seconded by Mr. Ahuja, the Commission approved staff's recommendation

**9.i.** ***Authorize staff to apply for up to $50M from the 2025 Port Infrastructure Development Grant Program for Bulk Dock 4*:** Staff recommended the Port Commission authorize staff 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 recommended the Port Commission authorize the CEO to execute a grant acceptance agreement should the grant be awarded.

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

**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*:** Staff recommend 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 includes: 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.

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

**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*:** Staff recommended 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.

***Action*:** On motion made by Mr. Guerra and seconded by Mr. Ahuja, the Commission approved staff's recommendation.

**9.l.** ***Approve a 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 associated with the Oil Dock 8***

***Maintenance Project*:** Staff recommended 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.

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

**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*:** Staff recommended 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 with Cargo Docks 1 and 2 & Oil Docks 6, 7, and 10 Dock Maintenance Project.

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

**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*:** Staff recommended 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.

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

**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*:** Staff recommended 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 ½) year term.

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

**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*:** Staff recommended approval of a Consulting Services Contract with Tetra Tech Inc. for on call debris monitoring services for indefinite deliverable/indefinite quantity over a two and a half (2 ½) year term.

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

**10. Consent Agenda:** Mr. Ahuja 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. Mr. Pedrotti second the motion and the motion passed without objection.

**10.a.** By approval of the Consent Agenda motion, the Commission approved 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.

**10.b.** By approval of the Consent Agenda motion, the Commission approved 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.

**10.c.** By approval of the Consent Agenda motion, the Commission approved a 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.

**11. Chief Executive Officer Comments**

**11.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, Human Resources, Finance, Strategic Planning and Environmental, and Operations.

**12. Executive Session Agenda Items:** At 11:03 a.m., Chairman Engel announced that the Commission would go into executive session pursuant to Sections 551.072 and 551.074 of the Texas Government Code to deliberate agenda Items 12.a. and 12.b. which were described in the agenda as follows:

**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:** At 11:46 a.m., the Commission reconvened in Open Session.

**14. Adjournment:** On motion duly made and seconded, the meeting adjourned at 11:46 a.m.

# ATTACHMENT ONE

**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

| | |
|---|---|
| **DATE:** | June 17, 2025 |
| **TO:** | Port Commission |
| **FROM:** | Natasha Fudge, P.E.<br>Director of Engineering Services |
| **ANTICIPATED STAFF PRESENTER:** | Leo Veloz, EIT<br>Associate Project Engineer |

**Award a construction contract to SR Trident, Inc. in the amount of $2,968,765.60, the lowest and best bidder based on bids received on June 5, 2025, for the Oil Dock 11 Maintenance Project.**

**SUMMARY:** Staff recommends the award of a construction contract to SR Trident, Inc. for the Oil Dock 11 Maintenance Project. On June 5, 2025, we received four responses to our Notice of Solicitation. SR Trident, Inc. submitted the lowest and best Evaluated Bid in the amount of $2,968,765.60.

**BACKGROUND:** Located approximately three miles west of the old Harbor Bridge within the Avery Point complex, Oil Dock 11 (OD 11) was built in 1967 and last saw major repairs in 2014. 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 30-year maintenance program. The long-term dock program had OD 11 slated for major maintenance in 2026. However, staff is attempting to align this construction work with customer piping improvements at the Avery complex that are anticipated to result in dock closures at OD 11. By accelerating this project, PCCA sought to take advantage of performing PCCA maintenance work in conjunction with the customer's improvements at OD 11 during extended dock closures. Aligning PCCA and customer initiatives at the dock will minimize impacts and outages at OD 11. PCCA continues to coordinate closely with the Avery Dock users to realize synergies with dock closures when possible.

On October 15, 2024, the Port Commission approved a service order with WSP USA, Inc. in the amount of $475,500 for conducting comprehensive underwater and above water inspections of the dock structure and dock elements, developing a comprehensive findings report, assigning condition assessments of dock components, developing a repair/replacement plan, providing upgrading opportunities for select components, developing detailed design of a repair plan, and developing design drawings and technical specifications for bidding.

The contract documents were developed to address numerous facility maintenance items and provide multiple upgrades to select dock elements. Scope of work includes the demolition of fender systems at four ship breasting structures and at one 165 linear feet

barge fender structure to be outfitted with new upgraded cellular fender elements for ships and arch fender elements for barges and new fender panels for each system; construction of concrete pile caps at barge fender systems to reinforce piles for supporting new barge fender system; installation of new pile jackets to protect against the highly corrosive splash zone; replacement of two ship mooring bollards fender panels for ship and barge fender systems; mooring structure repairs; replacement of four access ladders at dock and mooring structures; 91 cubic feet of concrete dock structural spall repairs and 50 linear feet of crack repairs; select cathodic protection system replacements; and various bulkhead repairs.

Contract documents consisted of the following bid items to accomplish the project objectives:

- Base Bid: Generally consists of demolition and improvements to barge and ship fender systems, barge fender panel upgrades, ladder replacement(s), concrete crack and spalling repairs, mooring dolphin repairs, breasting dolphin repairs, install rip rap, expansion joint repairs, soil erosion repairs, installation of pile jacket system(s), and replacement of select bollards. This is a lump sum bid item.

- Additive Bid Item 1: Standby Charges: Amount to be paid to the Contractor if and when dock utilization and Customer operations prevents the Contractor from working a minimum of 16 days within any one calendar month. This is a unit price bid item.

- Additive Bid Item 2: Cost to provide additional crack repairs to include additional chipping and cutting of concrete as well as sealing the crack and injecting repair material should additional crack deficiencies be discovered during construction. This is a unit price bid item.

- Additive Bid Item 3: Cost to provide additional spalling repairs to include removal of unsound concrete, cleaning of debris, loose material, and scale, installation of supplementary rebar as necessary, and installation of concrete repair material should additional spall deficiencies be discovered during construction. This is a unit price bid item.

Bids were evaluated using an Evaluated Bid included in the bid documents. The Evaluated Bid consists of a combination of the Base Bid and a theoretical quantity of the Additive Bid Items to give the PCCA the ability to rate the submitted bids on an equitable basis and to provide the best value to the PCCA. Staff recommends the award of the Evaluated Bid amount with the knowledge that the Additive Bid Items may not be required in their full cost and capacity due to the uncertainty of the extent of the deficient concrete that likely will be uncovered during construction, based on past project experiences of concrete repairs on aged structures and the dynamic utilization of the dock by customers.

On June 5, 2025, we received four responses to our Notice of Solicitation, for which SR Trident, Inc. submitted the lowest and best Evaluated Bid in the amount of $2,968,765.60. The Evaluated Bid consists of $2,872,672.61 for the Base Bid, $3,600 per each day of

standby time for Additive Bid Item 1, a unit rate amount of $125 per linear foot for Additive Bid Item 2, and a unit rate amount of $1,200 per cubic foot for Additive Bid Item 3.

SR Trident, Inc. has successfully completed PCCA projects in the past, including the Nueces Bay Shoreline Project, Oil Dock 4 & 8 Gangway Landside Access Project, and the Bulk Dock 1 Shoreline Revetment Project.

The construction contract duration is 315 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 was not included in this year's maintenance budget.

**STAFF RECOMMENDATION:** Staff recommends the award of a construction contract to SR Trident, Inc. in the amount of $2,968,765.60, for construction of the Oil Dock 11 Maintenance Project, consisting of the Base Bid in the amount of $2,872,672.61; acceptance of Additive Bid Item 1 at a unit rate amount of $3,600.00 per each day of standby time; acceptance of Additive Bid Item 2 at a unit rate of $125.00 per linear foot; and acceptance of Additive Bid Item 3 at a unit rate of $1,200.00 per cubic foot.

**DEPARTMENTAL CLEARANCES:**

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

**LIST OF SUPPORTING DOCUMENTS:**

Exhibit
Solicitation Results

# Oil Dock 11 Dock Maintenance

June 17, 2025

Port Commission Meeting



**Leo Veloz, E.I.T. | Associate Project Engineer**

Presented by PORT CORPUS CHRISTI®

Table 2-14. Condition Assessment Ratings

| Rating | | Description |
|---|---|---|
| 6 | Good | No visible damage or only minor damage noted. Structural elements may show very minor deterioration, but no overstressing observed. No repairs are required. |
| 5 | Satisfactory | Limited minor to moderate defects or deterioration observed but no overstressing observed. No repairs are required. |
| 4 | Fair | All primary structural elements are sound but minor to moderate defects or deterioration observed. Localized areas of moderate to advanced deterioration may be present but do not significantly reduce the load-bearing capacity of the structure. Repairs are recommended, but the priority of the recommended repairs is low. |
| 3 | Poor | Advanced deterioration or overstressing observed on widespread portions of the structure but does not significantly reduce the load-bearing capacity of the structure. Repairs may need to be carried out with moderate urgency. |
| 2 | Serious | Advanced deterioration, overstressing, or breakage may have significantly affected the load-bearing capacity of primary structural components. Local failures are possible, and loading restrictions may be necessary. Repairs may need to be carried out on a high-priority basis with urgency. |
| 1 | Critical | Very advanced deterioration, overstressing, or breakage has resulted in localized failure(s) of primary structural components. More widespread failures are possible or likely to occur, and load restrictions should be implemented as necessary. Repairs may need to be carried out on a very high-priority basis with strong urgency. |

# Oil Dock 11 Dock Maintenance

## Summary

### Overview

- WSP performed an inspection of the dock in 2024.
- Oil Dock 11 aligns with the Ports 30-year dock maintenance program. Performance of maintenance items found will raise the condition of Oil Dock 11 from a 4-Fair to a 5-Satisfactory allowing PCCA to Maintain a 5-year inspection cycle at this facility, with the next inspection occurring in 2029

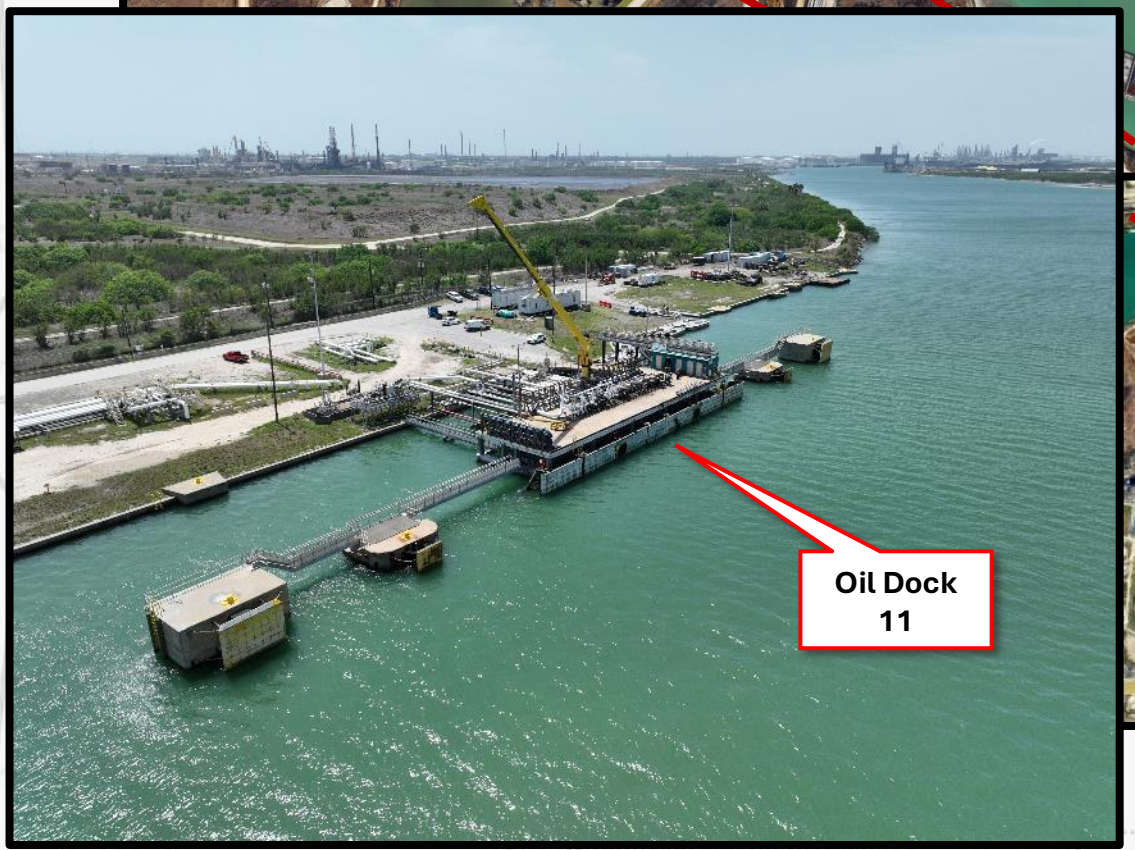
### Action Item

- Approval of a construction contract in the amount of $2,968,765.60 to SR Trident, Inc. for the repair and maintenance of Oil Dock 11.

# Oil Dock 11 Dock Maintenance

## Project Location







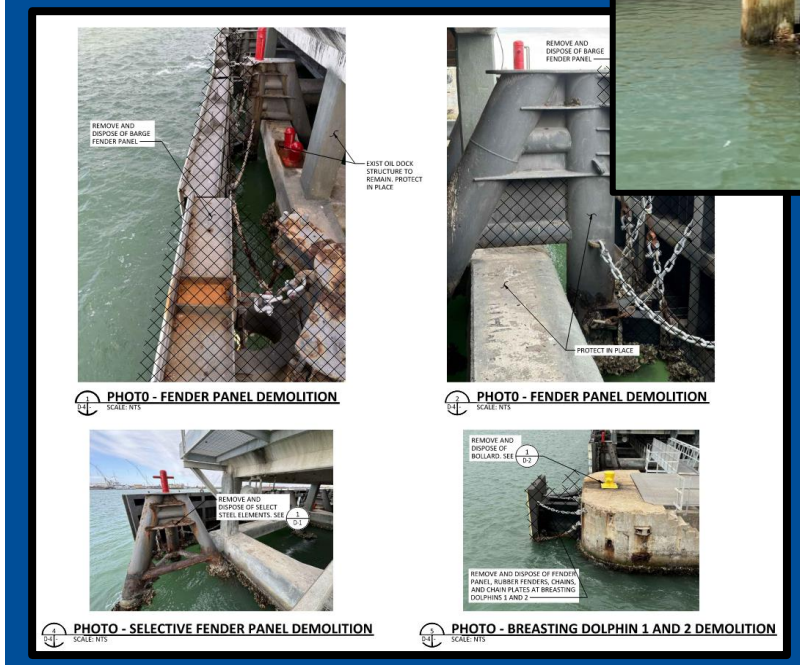

# Oil Dock 11 Dock Maintenance

## Project Scope

- Fender systems
- Concrete repairs
- Bulkhead repairs
- Cathodic protection
- Ancillary dock elements
















PORT CORPUS CHRISTI

# Oil Dock 11 Dock Maintenance

## Solicitation Results

| Company Name | Base Bid | Additive Bid Item 1 | Additive Bid Item 2 | Additive Bid Item 3 | Evaluated Bid |
|---|---|---|---|---|---|
| CALLAN MARINE LTD | $7,552,735.00 | $28,999.00 | $150.00 | $1,755.00 | $8,072,369.00 |
| DERRICK CONSTRUCTION CO., INC | $6,315,472.00 | $18,270.00 | $170.00 | $1,800.00 | $6,665,192.00 |
| RUSSELL MARINE LLC | $3,512,534.00 | $15,000.00 | $165.00 | $1,855.00 | $3,811,484.00 |
| SR TRIDENT INC | $2,872,665.60 | $3,600.00 | $125.00 | $1,200.00 | $2,968,765.60 |
| | | | | | |
| | | | | | |

*Project to be complete within three hundred fifteen (315) calendar days of Notice to Proceed date.

**BASE BID**: The work generally consists of demolition and improvements to barge and ship fender systems , barge fender panel upgrades, ladder replacement(s), concrete crack and spalling repairs, mooring dolphin repairs, breasting dolphin repairs, install rip rap, expansion joint repairs, soil erosion repairs, installation of pile jacket system(s), and replacement of select bollards. This is a lump sum bid item.

**Additive Bid Item 1 – Standby Charges:** Amount to be paid to the Contractor if and when dock utilization and Customer operations prevents the Contractor from working a minimum of 16 days within any one calendar month. Refer to Special Conditions Section 1.06. This is a unit price bid item.

**Additive Bid Item 2:** Cost to provide additional crack repairs to include additional chipping and cutting of concrete as well as sealing the crack and injecting repair material. This is a unit price bid item.

**Additive Bid Item 3:** Cost to provide additional spalling repairs to include removal of unsound concrete, cleaning of debris, loose material, and scale, installation of supplementary rebar as necessary, and installation of concrete repair material. This is a unit price bid item.

**Evaluated Bid:** Base Bid (Total Lump Sum for Base Bid) + 16 x $__/Day Additive Bid Item 1 + 20 X $__/LF Additive Bid Item 2 + 30 x $__/CF Additive Bid Item 3=Total Amount Evaluated Bid

Staff recommends the award of a construction contract to SR Trident Inc. in the amount of $2,968,765.60.

# Thank you

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**Solicitation Results For**
**Oil Dock 11 Dock Maintenance**
**Project No. 24-020A**
**Bid Opening: Thursday, June 5, 2025 @ 3:00 PM CST**

| Company Name | Bid Bond/Cashier's Check | Base Bid | Additive Bid Item 1 | Additive Bid Item 2 | Additive Bid Item 3 | Evaluated Bid | Addendum No 1 |
|---|---|---|---|---|---|---|---|
| SR Trident, Inc. | 5% Bid Bond | $2,872,665.60 | $3,600.00 | $125.00 | $1,200.00 | $2,968,765.60 | X |
| Russell Marine LLC | 5% Bid Bond | $3,512,534.00 | $15,000.00 | $165.00 | $1,855.00 | $3,811,484.00 | X |
| Derrick Construction Company | 5% Bid Bond | $6,315,472.00 | $18,270.00 | $170.00 | $1,800.00 | $6,665,192.00 | X |
| Callan Marine, Ltd. | 5 % Bid Bond | $7,552,735.00 | $28,999.00 | $150.00 | $1,755.00 | $8,072,369.00 | X |
| | | | | | | | |
| | | | | | | | |

*Project to be complete within three hundred fifteen (315) calendar days of Notice to Proceed date.

**BASE BID**: The work generally consists of demolition and improvements to barge and ship fender systems , barge fender panel upgrades, ladder replacement(s), concrete crack and spalling repairs, mooring dolphin repairs, breasting dolphin repairs, install rip rap, expansion joint repairs, soil erosion repairs, installation of pile jacket system(s), and replacement of select bollards. This is a lump sum bid item.

**Additive Bid Item 1 – Standby Charges:** Amount to be paid to the Contractor if and when dock utilization and Customer operations prevents the Contractor from working a minimum of 16 days within any one calendar month. Refer to Special Conditions Section 1.06. This is a unit price bid item.

**Additive Bid Item 2:** Cost to provide additional crack repairs to include additional chipping and cutting of concrete as well as sealing the crack and injecting repair material. This is a unit price bid item.

**Additive Bid Item 3:** Cost to provide additional spalling repairs to include removal of unsound concrete, cleaning of debris, loose material, and scale, installation of supplementary rebar as necessary, and installation of concrete repair material. This is a unit price bid item.

**Evaluated Bid:** Base Bid (Total Lump Sum for Base Bid) + 16 x $__/Day Additive Bid Item 1 + 20 X $__/LF Additive Bid Item 2 + 30 x $__/CF Additive Bid Item 3=Total Amount Evaluated Bid

Read By: Melinda Licon
Tabulated By: Claudia Rosalez
Checked & Prepared By: Claudia Rosalez
Date: June 6, 2025

| | |
|---|---|
| **DATE:** | June 17, 2025 |
| **TO:** | Port Commission |
| **FROM:** | Natasha Fudge, P.E.<br>Director of Engineering Services |
| **ANTICIPATED STAFF PRESENTER:** | Roberto DeSantos, P.E.<br>Project Engineer |

**Approve Master Services Agreement No. 25-04 and Service Order No. 1 with Simpson Gumpertz & Heger in the amount of $955,620 for engineering design services associated with the Cargo Dock 8 Structural Capacity Increase Project.**

**SUMMARY:** Staff requests approval of Master Services Agreement No. 25-04 and Service Order No. 1 with Simpson Gumpertz & Heger in the amount of $955,620 for engineering design services associated with the Cargo Dock 8 Structural Capacity Increase Project.

**BACKGROUND:** Located half a mile west of the old Harbor Bridge, Cargo Dock 8 (CD8) was constructed in 1989, and its current dock infrastructure is not designed for the increased load and operational demands of modern cranes and associated bulk cargo operations. 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. Per the program, Cargo Dock 8 was identified for maintenance in 2026 with design of repairs initiating in 2025 to keep the facility in a serviceable condition for operations. This schedule additionally provides opportunity to assess the current dock to determine what structural improvements could be constructed to improve operational efficiencies of its crane.

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 Simpson Gumpertz & Heger (SGH) as the most qualified firm for this project. SGH has worked with the PCCA before, notably on the 2022 Dock Fender System Optimization Study.

Staff negotiated the attached service order with SGH in the amount of $955,620. The scope of work generally includes structural evaluation and design services for improvements at Cargo Dock 8. This portion of the scope of work requires a comprehensive underwater and above water inspection. The consultant will assess and design necessary structural modifications to enable full operational use of the recently acquired Liebherr 500 crane across the dock, beyond the limits of the existing dock rails.

Additionally, the scope includes evaluating areas of the dock affected by wear and corrosion and developing repair recommendations to address these deficiencies and improve the overall durability of the structure.

**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 $200,000 in 2025.

**STAFF RECOMMENDATION:** Staff recommends approval of Master Services Agreement No. 25-04 and Service Order No. 1 with Simpson Gumpertz & Heger in the amount of $955,620 for engineering design services associated with the Cargo Dock 8 Structural Capacity Increase Project.

**DEPARTMENTAL CLEARANCES:**

| | |
|---|---|
| Originating Department | Engineering Services |
| Reviewed & Approved | Natasha Fudge |
| | Sonya Lopez-Sosa |
| | Jacob Morales |
| | Roberto DeSantos |
| Legal | Standard Master Services Agreement and Service Order |
| Executive Staff | Kyle Hogan |
| | Kent Britton |

**LIST OF SUPPORTING DOCUMENTS:**

Exhibit
Master Services Agreement No. 25-04
Service Order No. 1

# Cargo Dock 8
# Structural Capacity Increase

June 17, 2025

Port Commission Meeting

**Rob J DeSantos, P.E. | Project Engineer**

Presented by PORT CORPUS CHRISTI®

# Cargo Dock 8 Structural Capacity Increase

## Project Information

### Location

- On the south side of the Inner Harbor, down the street towards the west from Port EAB.

### History

- Dock built in 1990 for general cargo
- Dock not designed for today's heavy cranes
- Significant aging – visible wear, corrosion, substructure weakening

### Need

- Liebherr 500 crane exceeds current dock load capacity
- Crane is restricted to the existing reinforced dock rails, limiting mobility and efficiency on dock
- Full-range crane access is essential to optimize vessel turnaround and throughput due to dock's strategic location

### Project Objective

- Dock maintenance repairs (Aligns w/ 30-year Dock Maintenance Program)
- Evaluate Dock for increased capacity. If feasible, recommend improvement options



# Cargo Dock 8 Structural Capacity Increase

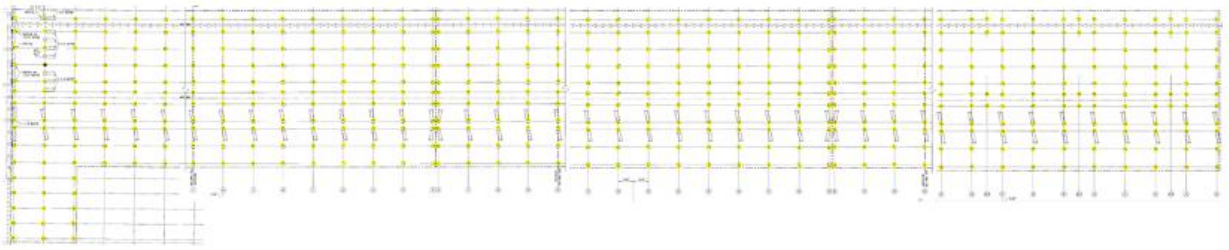
## Engineering Services

### Selection Process

- Request for Qualifications (RFQ) selection based on evaluation criteria and the project scope.
- PCCA evaluation committee scored and ranked submittals.
- Simpson, Gumpertz & Heger (SGH) selected for overall experience.

### Engineering Services

- Seeking Commission approval of a Service Order with SGH in the not-to-exceed amount of $955,620.
- Project kick-off meeting – late June 2025.



*518 Piles to be inspected and evaluated

| Simpson, Gumpertz & Heger Service Order | |
|---|---|
| **Description of Services** | **Amount** |
| Preliminary Engineering Phase | $ 221,915 |
| Final Design Phase | $ 356,880 |
| Bid Phase | $ 4,875 |
| Construction Phase | $ 8,150 |
| Topographic Survey | $ 27,800 |
| Geotechnical Investigation | $ 186,200 |
| Underwater, Above-Water Inspection | $ 149,800 |
| **Total Not-to-Exceed** | **$ 955,620** |

# Thank you

PORT CORPUS CHRISTI®

**SERVICE ORDER FOR ENGINEERING SERVICES**
**PORT OF CORPUS CHRISTI AUTHORITY**
**OF NUECES COUNTY, TEXAS**
**MASTER SERVICES AGREEMENT NO. 25-04**

**PROJECT NAME: Cargo Dock 8 Structural Capacity Increase**
**PROJECT NO. 25-027A**
**SERVICE ORDER NO. 1**
**COMMENCEMENT DATE: June 17, 2025**

This Service Order is executed by and between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and Simpson Gumpertz & Heger 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. 25-04 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 the inspection, analysis, and design of structural improvements to Cargo Dock 8 to support the operation of a new mobile harbor crane (MHC) and to address various existing maintenance issues.

**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 | - | 6/17/2025 |
| • **Engineer – Preliminary Design Submittal** | **150** | **11/14/2025** |
| PCCA Team Review | 21 | 12/5/2025 |
| • **Engineer – 60% Design Submittal** | **80** | **2/23/2026** |
| PCCA Team Review | 21 | 3/16/2026 |
| • **Engineer – 90% Design Submittal** | **60** | **5/15/2026** |
| PCCA Team Review | 21 | 6/5/2026 |
| • **Engineer – Unsealed Design Documents to PCCA Project Manager** | **15** | **6/20/2026** |
| PCCA Team Review | 10 | 6/30/2026 |
| • **Engineer – Final Sealed Documents Submittal** | **7** | **7/7/2026** |

***This Service Order will expire on January 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 with a Ceiling Price. Reimbursable Expenses are included in the Ceiling price.

**The Ceiling Price for this Service Order is $955,620.00.**

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 | $ 221,915.00 |
| Final Design Phase | $ 356,880.00 |
| Bid Phase | $ 4,875.00 |
| Construction Phase | $ 8,150.00 |
| **Subtotal, Basic Services** | **$ 591,820.00** |
| **SUPPORT SERVICES:** | |
| Bathymetric and Lidar Survey | $ 27,800.00 |
| Geotechnical Report | $ 186,200.00 |
| Underwater, Above-Water Inspection | $ 149,800.00 |
| **Subtotal, Support Services** | **$ 363,800.00** |
| **SUMMARY OF FEES:** | |
| Basic Services Fee | **$ 591,820.00** |
| Support Services Fee * | **$ 363,800.00** |
| **TOTAL CONTRACT NOT TO EXCEED FEE AMOUNT** | **$ 955,620.00** |

* The Support Services budgets and schedules do not include contingencies for weather or access delays. The budget and schedule may be adjusted with Authority written approval for adverse weather conditions or access issues beyond Engineer and/or Subconsultants control.

**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:**

   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 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

**Engineer:**

**Simpson Gumpertz & Heger Inc.**

By: _____

Name: Carlos Ospina, PhD, PE (TX)

Title: Senior Principal & Vice President

Date Signed: 06/11/2025

**Address for giving notice:**
Simpson Gumpertz & Heger Inc.
2050 W. Sam Houston Parkway S.
Ste 1625
Houston TX 77042

**PCCA's Contract Representative:**

Natasha E. Fudge

Title: Director of Engineering Services

Phone Number: (361) 885-6686

Email: natasha@pocca.com

**Engineer's Contract Representative:**

Alfredo Rivera, P.E., ENV SP

Title: Senior Project Manager

Phone Number: (713) 265-6414

Email: arivera@sgh.com

**PCCA's Project Manager:**

Roberto DeSantos, P.E., Associate AIA

Title: Project Engineer

Phone Number: (361) 885-5193

Email: rdesantos@pocca.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

The scope for this Project generally includes inspection, analysis, and design of structural improvements to Cargo Dock 8 to support the operation of a new mobile harbor crane (MHC) and to address various existing maintenance issues. 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 kick-off meeting consists of a one-day in-person meeting at PCCA's offices.

2. Engineer will identify up to two potential solution(s), at a concept level of development, and then proceed with the study and evaluation of these potential solutions.

3. Visit the Site to observe the existing conditions and facilities and to take photos of existing conditions.

4. Conduct a dive inspection per ASCE MOP 130 Level I 100% visual inspection and Level II inspection of 20% of piles. Level II inspections will occur across the dock piles with a majority along the dock face. Work will also include an above-water and above-deck inspection to assess the condition of Cargo Dock 8 infrastructure (piles, sheetpile bulkhead, deck, fenders and bollards, excluding ancillary elements such as utilities and topsides). This inspection may occur after or at the same time as the site visit note above.

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 study and evaluation of potential solution(s) to PCCA's Specific Project requirements, and preparation of a related report.

6. After consultation with PCCA and review of the data, recommend to PCCA the two concept-level solution(s) which in Engineer's judgment meet PCCA's requirements for the Specific Project.

7. As an optional task if requested by PPCA, 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.

8. 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. bathymetric surveys

9. On projects that include structural engineering design the Engineer 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 for the modeling of the structure and as part of the 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. Coordinate and procure a geotechnical site investigation and a bathymetric survey to aid in the Final Design Phase. Prepare Preliminary Design Phase documents consisting of the design criteria, basis of design, preliminary layouts of existing and proposed elements, photographs (with a photo key map), recommendations of two potential alternatives (at concept level), 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 (to be provided by PCCA), potential environmental or regulatory considerations (if the optional task is approved), applicable FEMA maps, and a summary of outstanding tasks, information, and/or decisions needed. 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.

10. 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 PDF Report 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. The engineering sealed (stamped) bathymetric survey, inspection report, and geotechnical report and other preliminary phase reports should be included in the

Report Appendix. For the two recommended concept-level solutions, Engineer will provide a separately itemized Opinion of Probable Construction Cost (OPCC). 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.

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 Report along with all other Preliminary Design Phase deliverables to PCCA, and review it with PCCA. Provide AutoCAD files of the layouts and Survey or other exhibits 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.

12. Meet virtually with PCCA if needed to discuss the review comments and to resolve any follow up questions or exceptions. The Engineer assumes a maximum of 2 virtual meetings of 1 hour duration each.

13. 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 layouts and Survey or 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 Engineer'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 Engineer 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. Report shall include Bathymetric Survey, Geotechnical Report, and Inspection Report as described in Part 2 Support Services.

3. Reference documents to be provided by PCCA such as previous Geotechnical Reports, related reports, historical record drawings, pile test results, 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. Once PCCA selects one of the concept-level solutions presented in the Preliminary Design Phase, 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. Conduct one Site Visit, if requested by PCCA, to meet to assist in preparing the final Drawings and Specifications. The site visit by The Engineer will consist of one day on-site by two staff.

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. The Engineer assume one single round of review by the governmental authorities having jurisdiction and that PCCA will coordinate directly with them. Direct interaction between The Engineer and the local authorities is out of the scope.

4. Advise PCCA of any recommended adjustments to the Opinion of Probable Construction Cost (OPCC) 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. The updated OPCC will be provided with the final sealed submittal.

5. Assist PCCA in assembling known reports and drawings of Site conditions to be

provided by PCCA, 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 Bathymetric Survey Drawings and Record Drawings) are to be prepared using a contemporary (less than 5 years old) version of AutoCAD. CAD files are to include all constituent components. 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 (XREF) 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 upon request from PCCA for PCCA's sole use.

7. Prepare and assemble 60% Design Drawings and applicable bidding 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% 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.

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

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

    f. Reference documents such as Geotechnical Report, Bathymetric Survey, Inspection report, and PCCA's provided items such as related historical record drawings, utility records, and USACE Permit (if applicable and not previously submitted).

8. Meet virtually with PCCA if needed to discuss the review comments and to resolve any follow up questions or exceptions. The Engineer assumes a 1-hr long virtual meeting.

9. Prepare and assemble 90% Design Drawings and applicable bidding-related 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 and Summary of Design Criteria (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, Bathymetric Survey, Inspection report, and PCCA's provided items such as related historical record drawings, utility and pipeline records, and USACE Permit (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 virtually with PCCA if needed to discuss the review comments and to resolve any follow up questions or exceptions. The Engineer assume a 1-hr long virtual meeting.

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, and draft bidding related 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, and the bidding-related documents 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. Calculations and SAP2000 computer models.

    h. Reference documents such as a Geotechnical Report, Bathymetric Survey, Inspection report, and PCCA's provided items 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 Engineer'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 Engineer 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, and bidding-related documents , 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. The damage at Cargo Dock no. 8 is unknown at the time of preparation of this scope. Hence, any repair, rehabilitation or structural upgrade measures required will be determined after the site visit/inspection. The Engineer's scope and associated fee includes typical maintenance repairs for Cargo Dock no. 8. Any extra scope will be coordinated and negotiated with PCCA. The maintenance repairs submittal will be submitted at the Preliminary Design Phase for PCCA's review.

**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. The bid support phase will be performed on a time-and-material basis. The fee presented assumes a budget of up to 15 hours on an as-needed basis. The Engineer will dialogue with PCCA to adjust fees if additional effort is required from the Engineer to fulfill PCCA's requests. If requested by PCCA (and within the service hour limit), Engineer shall:

1. Attend pre-bid conference and provide a brief presentation summarizing 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. The construction support phase will be performed on a time-and-material basis. The fee presented assumes a budget of up to 25 hours on an as-needed basis. The Engineer will dialogue with PCCA to adjust fees if additional effort is required from the Engineer to fulfill PCCA's requests. 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. 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.

5. 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.

6. 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.

7. 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. Within 5 business days , render a written clarification, interpretation, or decision on the issue submitted to PCCA.

8. 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.

9. 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.

10. 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.

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

12. Review of 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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. Bathymetric and Lidar Survey: Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes.

   a. The Engineer understands that a recent topographic survey will be provided by PCCA. If that is not the case, the Engineer assumes that PCCA will pay for and procure a topographic survey with support from The Engineer in the form of scope guidelines.

   b. The Bathymetric 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. 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.

   f. 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).

g. The sealed Survey shall be performed in conjunction with the Preliminary Design Phase.

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 Engineer on behalf of the PCCA. Statements to the effect that the Report is only for the exclusive use of the Engineer are not acceptable.

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

   d. The sealed Geotechnical Report shall be provided with the deliverables in the Preliminary Design Phase.

3. Underwater and Above-water inspections based on the American Society of Civil Engineers Manuals and Reports on Engineering Practice (MOP 130). The Inspection Report shall:

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

   b. Use deficiency terminology based on the ASCE's MOP 130 manual.

   c. Include photographs and inspection findings of typical conditions, defects and damage warranting repair.

   d. Include a plan with the general location of encountered deficiencies.

# SGH - SO1 - 25-027A CD8 - final

Final Audit Report 2025-06-11

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# MASTER SERVICES AGREEMENT
# BETWEEN THE
# PORT OF CORPUS CHRISTI AUTHORITY
# OF NUECES COUNTY, TEXAS,
# AND
# SIMPSON GUMPERTZ & HEGER INC.
# FOR
# PROFESSIONAL ENGINEERING SERVICES
# ON A
# SERVICE ORDER BASIS

**MASTER SERVICES AGREEMENT NO. 25-04**

**EFFECTIVE DATE: JUNE 17, 2025**

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**PORT OF CORPUS CHRISTI AUTHORITY**
**OF NUECES COUNTY, TEXAS**
**MASTER SERVICES AGREEMENT NO. 25-04**
**FOR PROFESSIONAL ENGINEERING SERVICES**

THIS MASTER SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ("**Agreement**") is made effective as of the 17th day of June, 2025 ("**Effective Date**") between the Port of Corpus Christi Authority of Nueces County, Texas, ("**PCCA**") and Simpson Gumpertz & Heger Inc. ("**Engineer**"), each a "**Party**" and collectively the "**Parties**".

## RECITALS

(a) From time to time PCCA may request that the Engineer provide professional services for Specific Projects. Each engagement will be documented by a Service Order.

(b) This Agreement sets forth the general terms and conditions which shall apply to all Service Orders duly executed under this Agreement.

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:

## ARTICLE 1
## DEFINITIONS AND INTERPRETATION

### Section 1.01 Certain Definitions

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below shall have the meanings set forth in this Section, which are applicable to both the singular and plural thereof:

1. *Addenda*. Written or graphic instruments issued prior to the opening of Bids that clarify, correct, or change the Bid Documents or the proposed Construction Contract Documents.

2. *Agreement.* This "Master Services Agreement between PCCA and Engineer for Professional Engineering Services," including all Attachments and Exhibits attached hereto.

3. *Bid*. The offer or proposal of the bidder submitted on the PCCA-prescribed form setting forth the prices and schedule for the Work to be performed.

4. *Bid Documents*. The notice or invitation to submit bids or proposals for construction of a Specific Project, including the instructions to bidders, the Bid form and attachments, the bid bond, if any, the Construction Contract Documents, and all Addenda, if any.

5. *Business Day*. means any day other than Saturday or Sunday or any other day on which banks in Texas are permitted or required to be closed.

6. *Change Order*. A document which is signed by a Contractor and PCCA and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal.* A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Ceiling Price*. The maximum amount PCCA will pay for the Work or phases of Work described in a Service Order.

9. *Commencement Date of a Service Order*. The date indicated in a Service Order on which the Service Order becomes effective; but if no such date is indicated, it means the date on which this Service Order is signed and delivered by the last of the two Parties to sign and deliver.

10. *Constituent of Concern.* Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

11. *Construction Contract*. The entire and integrated written contract between PCCA and Contractor concerning the Work.

12. *Construction Contract Documents*. The documents described in the Construction Contract as the "Contract Documents."

13. *Construction Contract Price.* The money that PCCA has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

14. *Construction Contract Times.* The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.

15. *Construction Cost*. The cost to PCCA of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Service Order, including construction labor, services, materials, testing, equipment, insurance, and bonding costs, and allowances for contingencies. The Construction Cost does not include costs of Services of Engineer or other design professionals and Consultants; costs of land, rights-of-way, or compensation for damages to properties; or PCCA's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with a Specific Project; or the cost of services to be provided to PCCA by others. Construction Cost is one of the items comprising Total Project Costs.

16. *Constructor.* Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, PCCA's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.

17. *Consultants.* Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

18. *Contractor*. The individual or entity with which PCCA enters into a Construction Contract.

19. *Correction Period*. The time after Substantial Completion during which Contractor must correct, at no cost to PCCA, any Defective Work; normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Construction Contract Documents.

20. *Day*. For purposes of this Agreement and associated Service Orders, the term "day" means a calendar day of 24 hours.

21. *Defective Work*. Any part of the Work the Engineer or the RPR believes is defective under the terms and standards set forth in the Construction Contract Documents.

22. *Documents*. Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, generated, provided or furnished in appropriate phases by Engineer to PCCA pursuant to this Agreement and any attached Service Orders.

23. *Drawings*. That part of the Construction Contract Documents prepared or approved by Engineer that graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop drawings are not Drawings as so defined.

24. *Effective Date*. The date indicated in this Agreement on which it becomes effective; but if no such date is indicated, it means the date on which this Agreement is signed and delivered by the last of the two Parties to sign and deliver it.

25. *Engineer.* The individual or entity named as such in this Agreement.

26. *Engineer's Contract Representative*. The Engineer's Contract Representative is the person appointed to represent the Engineer's interests in this Agreement as more particularly described in Section 8.01(B).

27. *Field Order*. A written order issued by Engineer which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

28. *Final Acceptance*. That point in a Specific Project wherein PCCA considers the Project complete and PCCA issues a Certificate of Final Acceptance.

29. *General Conditions*. That part of the Construction Contract Documents that sets forth the terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to a Specific Project.

30. *Hourly Rates Service Order*. A Service Order under which PCCA agrees to pay Engineer based on the amount of time spent by the Engineer's employees in performing the Work described in the Service Order and for the Reimbursable Expenses incurred by Engineer in performing the services, but limited to the Ceiling Price specified in the Service Order.

31. *Laws and Regulations; Laws or Regulations*. Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

32. *Lump Sum Service Order*. A Service Order under which PCCA agrees to pay Engineer a specified agreed amount for the services described in the Service Order regardless of the number hours it takes to complete the work.

33. *Named Reimbursable Expenses*. Only the Reimbursable Expenses expressly listed, if any, in a Lump Sum Service Order.

34. *PCCA's Contract Representative*. PCCA's Contract Representative is the person appointed to represent PCCA's interests in this Agreement as more particularly described in Section 8.01(A).

35. *PCCA Parties.* PCCA and its agents, servants, representatives, employees, officers, directors, and Port Commissioners.

36. *Proposal*. Document representing technical qualifications, approach to specific work, and costs associated with construction of a Specific Project or project specific services.

37. *Record Drawings*. Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction and to depict the final state of work.

38. *Reimbursable Expenses*. The expenses incurred directly by Engineer in connection with performing or furnishing Services for a Specific Project for which PCCA will pay Engineer as indicated in the Service Order and **Exhibit C**.

39. *Resident Project Representative.* The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "**RPR**" includes any assistants or field staff of the RPR.

40. *Samples*. Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

41. *Scope of Services.* The scope of the professional engineering services to be provided by Engineer for any Specific Project as outlined in the Service Order for that Project.

42. *Services*. The professional engineering services to be provided by Engineer under any Service Order.

43. *Service Order*. A document in the form of **Attachment One** executed by PCCA and Engineer pursuant to this Agreement, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services, deliverables, and other relevant information for a Specific Project.

44. *Shop Drawings*. All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to PCCA or Engineer to illustrate some portion of the Work.

Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

45. *Site*. Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by PCCA upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by PCCA which are designated for use of a Contractor for the construction of a Specific Project.

46. *Specific Project*. The total specific undertaking to be accomplished for PCCA by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Service Order are a part.

47. *Specifications*. That part of the Construction Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

48. *Standard Hourly Rates*. The Standard Hourly Rates listed in Engineer's Standard Hourly Rates Schedule attached hereto as **Exhibit B**.

49. *Subcontractor.* An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.

50. *Substantial Completion*. The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of PCCA or Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

51. *Special Conditions*. That part of the Construction Contract Documents which amends or supplements the General Conditions.

52. *Term* or *Term of this Agreement.* The Term of this Agreement is the period from the Effective Date until the date on which this Agreement expires or is terminated in accordance with the provisions of this Agreement.

53. *Total Project Costs*. The total cost of planning, permitting, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or PCCA's costs

for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to PCCA.

54. *Work*. The entire construction or the various separately identifiable parts thereof required to be provided by Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, equipment, materials, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.

55. *Work Change Directive*. A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by PCCA and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Capitalized terms in this Agreement which are not defined in Section 1.01 are defined in the text of this Agreement the first time they occur.

**Section 1.02 Terminology and Interpretation**

A. The terms defined in Section 1.01 or in the text of this Agreement shall apply throughout this Agreement. All references in this Agreement to "Section" or "Article" shall refer to a section or article of this Agreement, unless otherwise expressly stated. All references in this Agreement to "Paragraph" shall refer to a paragraph of a Service Order or a paragraph of an Exhibit to this Agreement, unless otherwise expressly stated. All references to "Exhibits" shall mean the exhibits attached to this Agreement. All such Exhibits and any other attachments to this Agreement are incorporated in this Agreement by this reference. All references to herein, hereof, hereto, hereunder or similar terms shall be deemed to refer to this Agreement in its entirety. As used in this Agreement, the term "including" shall mean "including but not limited to." The headings of Articles and Sections in this Agreement and the headings of Paragraphs in the Service Order and the Exhibits to this Agreement shall be for convenience only and shall not affect the interpretation hereof.

B Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. Reference to any agreement means such agreement as amended or modified and in effect from time to time in accordance with the terms thereof.

C. Unless otherwise indicated, for purposes of this Agreement, a period of days shall be deemed to begin on the first day after the event that began the period and to end at 5:00 p.m. on the last day of the period. If, however, the last day of the period does not fall on a Business Day, the period shall be deemed to end at 5:00 p.m. on the next Business Day. All references to time herein are to time in Corpus Christi, Texas.

## ARTICLE 2
## SERVICES OF ENGINEER AND REPORTS

### Section 2.01 Scope of Services

A. Engineer's Services will be detailed in a duly executed Service Order for each Specific Project. The general format of a Service Order is shown in **Attachment One** to this Agreement. This Agreement shall be referred to in any Service Order issued pursuant hereto as "Master Services Agreement No. 25-04." Each Service Order will indicate the specific services to be performed, deliverables to be provided, schedule and specific compensation terms.

B. Engineer shall not be obligated to perform work under a prospective Service Order unless and until PCCA and Engineer agree as to the particulars of the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters and the specific Service Order is executed by both parties.

### Section 2.02 Service Order Procedure

A. PCCA and Engineer shall agree on the scope, time for performance, and method of compensation for each Service Order. With respect to the scope of Engineer's services, each specific Service Order shall either (1) be accompanied by and incorporate a customized **Exhibit A**, "Engineer's Services for Service Order," prepared for the Specific Project, (2) state the scope of services in the Service Order document itself, or (3) incorporate by reference all or portions of **Exhibit A**, "Engineer's Services for Service Order," as attached to this Agreement. Each duly executed Service Order shall be subject to the terms and conditions of this Master Services Agreement, unless specifically modified within the Service Order.

B. Engineer shall provide, or cause to be provided, the services set forth in the fully executed Service Order.

### Section 2.03 Times for Rendering Services

A. Engineer is not authorized to begin work or to incur costs under a Service Order until the time set forth in the Service Order.

B. The Commencement Date of each Service Order and the times for completing services or providing deliverables will be stated in each Service Order. Engineer is authorized to begin rendering services under a Service Order as of the Commencement Date of the Service Order unless otherwise specified in the Service Order.

C. Unless specific periods of time or specific dates for providing Services are specified in a Service Order, Engineer's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of the Services.

D. If PCCA has requested changes in the scope, extent, or character of the Specific Project, the time of performance and completion of Engineer's Services may be adjusted equitably as agreed by the Parties.

E. If, through no fault of Engineer, the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for performance and completion of Engineer's services shall be adjusted equitably.

**Section 2.04 PCCA Standard Specifications and Templates**

In addition to the terms and conditions set forth herein and in associated Service Orders, the Engineer will perform Services in accordance with the current versions of PCCA standard specifications and templates.

**Section 2.05 No Guaranteed Amount of Services**

**Services pursuant to this Agreement will be required on an irregular and as needed basis during the Term of this Agreement, and PCCA has not made nor does it make any representation of any kind or guarantee regarding the amount of services PCCA will require from Engineer under this Agreement.**

**Section 2.06 Progress Reports**

A. Unless otherwise provided in a Service Order, Engineer will provide PCCA with a monthly progress report ("***Monthly Progress Report***") on the services being performed or furnished by Engineer under each Service Order. At a minimum, the report shall cover the following items:

1. The percentage of Work performed during the previous month.

2. The total percentage of the Specific Project completed.

3. Significant findings, problems, delays, inclusions, events, trends, etc. of the reporting period which result from or affect the performance of the Construction Contract.

4. Specific actions required of PCCA, to assist in the resolution of a problem or to affect the timely progression of the Work

5. The percentage of the Service Order budget expended during the reporting period and total expended to-date.

6. A statement that Services are on schedule, or an explanation of variance and proposed corrective actions.

B. The Monthly Progress Report for each Specific Project shall be delivered to the PCCA Project Manager within ten working days following the end of the month being reported.

## ARTICLE 3
## CHANGES TO SERVICE ORDERS AND PERSONNEL

### Section 3.01 Changes to Service Orders Requested by PCCA

PCCA may change the Scope of Services set forth in a Service Order, by sending written notice to Engineer. Should Engineer believe that such changes require an equitable adjustment in Engineer's agreed compensation and/or schedule for the Services or other terms of the Services, Engineer shall notify PCCA in writing of its request for such adjustments no later than fourteen (14) calendar days following its receipt of such requested changes from PCCA. Except as otherwise instructed in writing by PCCA, Engineer shall not commence the changed Services until PCCA and Engineer have mutually accepted Engineer's timely requested adjustments, if any, to its compensation or schedule for its Services or other terms of the Services and a written amendment to Service Order is executed by the Parties.

### Section 3.02 Changes to Service Orders Requested by Engineer

Should an event or condition occur after the initiation of a Service Order, that in the opinion of the Engineer, will result in a change in scope, schedule and/or budget, the Engineer will provide timely written notice to PCCA stating: the nature of the event or condition; detailing the impact on scope, schedule and/or, budget; and providing the Engineer's recommendation or request for modification of the affected Service Order. Such notice will be provided upon recognition of the event or condition and prior to the completion of the services stated in the Service Order. PCCA will not consider a request for an increase in the Ceiling Price of a Service Order that is submitted after completion of the services stated in the Service Order, if PCCA determines, in its sole discretion, that the event or condition cited as the cause for the increase in the Ceiling Price was, or could reasonably have been, known in time to submit a change request prior to completion of the services stated in the Service Order. PCCA will review the Engineer's recommendation or request and provide a written response agreeing with the requested recommendation or request or not accepting said recommendation or request. Any changes or modification to the scope, schedule and/or budget will be detailed in a written modification to the Service Order (Exhibit G – "Scope Change Request Form"). No changes to the Services shall be made by Engineer except with PCCA's prior written agreement.

### Section 3.03 Replacement of Personnel

PCCA, in its sole discretion, shall have the right to demand that Engineer replace any personnel providing Services to PCCA under the terms of a Service Order. Upon receipt of PCCA's demand, Engineer will immediately replace the specified personnel with personnel substantially equal in ability and qualifications. The criteria for demanding replacement of an individual will be based on, but not limited to, the following: technical incompetence, inability to meet the position qualifications, failure to perform an assignment, poor attendance, ethics violation, unsafe work habits, damage to PCCA property, or reasonable PCCA dissatisfaction.

## ARTICLE 4
## PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

### Section 4.01 Methods of Compensation

A. The method of compensation for Services (including, if applicable, the method of compensation for individual phases of Services) shall be identified in each specific Service Order. PCCA shall pay Engineer for Services in accordance with the applicable method of compensation.

B. The method of compensation for services under a Service Order will be specified in that Service Order. The possible methods of compensation are as follows:

1. Lump Sum plus Named Reimbursable Expenses, if any;

2. Standard Hourly Rates plus Reimbursable Expenses with a Ceiling Price.

### Section 4.02 Explanation of Compensation Methods

A. Lump Sum plus Named Reimbursable Expenses

1. PCCA shall pay Engineer a Lump Sum amount for the specified services or category of services stated in a Service Order regardless of the amount of time it takes to complete the services.

2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges. In other words, Engineer will only be reimbursed for the Named Reimbursable Expenses (see Section 4.02(A)(3)).

3. In addition to the Lump Sum, Engineer shall also be entitled to reimbursement from PCCA for the Named Reimbursable Expenses explicitly listed in the Service Order, if any, that are reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services (see **Exhibit C** for rates or charges for these specific expenses).

4. Progress payments may be allowed in a Lump Sum Service Order. If so, the portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period, subject to acceptance and approval of PCCA.

B. Standard Hourly Rates plus Reimbursable Expenses with a Ceiling Price

1. For the specified services or category of services, the PCCA shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times the Standard Hourly Rates for each applicable

billing class. Under this method, Engineer shall also be entitled to reimbursement from PCCA for the Reimbursable Expenses identified in **Exhibit C**, as the same may be modified in the individual Service Order. But the total amount payable to Engineer for the services rendered under the Service Order plus the Reimbursable Expenses shall not exceed the Ceiling Price stated in the Service Order.

2. The Ceiling Price will be stated in the Service Order. It may be called the Ceiling Price or the "Not-to-Exceed Amount."

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

4. The Standard Hourly Rates Schedule attached hereto as **Exhibit B** shall remain in effect for the Term of this Agreement unless adjusted pursuant to Section 4.03.

5. The Reimbursable Expenses Schedule attached hereto as **Exhibit C** shall remain in effect for the Term of this Agreement.

6. The total estimated compensation for the specified category of services shall be stated in the Service Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and Reimbursable Expenses (including Consultants' charges, if any).

7. The amounts billed by Engineer will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses (including Consultant's charges, if any), but PCCA shall not be required to pay more than the Ceiling Price stated in the applicable Service Order without a duly executed amendment to the Service Order.

8. For Service Orders that included definable deliverables to be provided to the PCCA, Engineer will continue to prosecute work necessary to provide those deliverables even when the Ceiling Price has been reached, at no additional cost to PCCA unless the parties agree in writing to modify the Ceiling Price.

9. Where no definable deliverable exists, the Engineer's services will terminate when the Ceiling Price is reached.

**Section 4.03 Standard Hourly Rates for Service Orders**

A. Engineer's Standard Hourly Rate Schedule is listed in **Exhibit B.** Engineer's Standard Hourly Rate Schedule may be adjusted by Engineer to an amount equal to the product of (a) Engineer's current Standard Hourly Rate multiplied by (b) the CPI Adjustment Factor (defined below). **The Engineer must submit its proposed adjusted Standard Hourly Rate Schedule to the PCCA on or before January 31st of the new calendar year for the PCCA's consideration.**

**The adjusted Hourly Rate Schedule will apply to all active Service Orders under this Agreement, if approved by PCCA. The Service Order Ceiling Price will not be adjusted without an amendment to the Service Order.** Engineer may submit only one rate adjustment request per year. The proposed adjusted Standard Hourly Rate Schedule must be submitted in writing to the Contract Representative named on the signature page of this Agreement and emailed to engamin@pocca.com to ensure proper routing.

B. The term "***CPI Adjustment Factor***" means a fraction, the numerator of which is the most current CPI (as defined below) available on the date of the proposed rate adjustment, and the denominator of which is the CPI for the same month of the prior year; provided, however, that the CPI Adjustment Factor for any rate adjustment shall never exceed 1.05.

C. "***CPI***" means the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-1984 = 100 reference base, published by the United States Department of Labor, Bureau of Labor Statistics. If the Bureau of Labor Statistics of the United States Department of Labor ceases to exist or to publish statistics concerning the purchasing power of the consumer dollar during the Term, then any successor index intended by the federal authority publishing such successor index to replace such Consumer Price Index shall replace CPI for the purposes of this Agreement for the remainder of the Term, however, should CPI cease to exist without a known successor, then the remaining CPI adjustments called for in this Agreement will be made by using the most nearly comparable statistics published by a recognized financial authority, as shall be mutually agreed by the Parties.

E. Engineer hereby certifies by its execution of this Agreement that the hourly rates in **Exhibit B** are less than or equal to the lowest hourly rates Engineer currently charges any Coastal Bend area public entity or a Port Authority or Navigation District in the Texas and Louisiana Gulf Coast area. Engineer agrees that if during the Term of this Agreement it charges any Coastal Bend area public entity or a Port Authority or Navigation District in the Texas and Louisiana Gulf Coast area lower hourly rates than the rates in **Exhibit B**, then Engineer shall charge PCCA such lower hourly rate or rates for the services under any Service Order, current or future, for the remainder of the Term of this Agreement and such lower hourly rate or rates will be standard for the remaining Term of this Agreement.

F. Generally, the compensation method specified in a Service Order executed under this Agreement will be Standard Hourly Rates plus Reimbursable Expenses with a Ceiling Price. PCCA reserves the right, however, to issue Lump Sum Services Orders when they are deemed to be in the best interest of PCCA.

**Section 4.04 Reimbursable Expenses**

A. Under the Lump Sum method of compensation to Engineer, unless expressly indicated otherwise, the following categories of expenses are included in the Lump Sum amount: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; providing field and office equipment necessary for the prosecution of the work; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other

procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. **These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in the specific Service Order.**

B. Expenses eligible for reimbursement under the Standard Hourly Rates method of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services under a specific Service Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; providing field and office equipment necessary for the prosecution of the work; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in **Exhibit C**. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of one hundred five percent (105%). In other words, the markup for Consultant services shall be five percent (5%).

C. Reimbursement for lodging and meals may not exceed the maximum allowable per diem rates for domestic or foreign travel as set by the U.S. Department of Defense, Defense Travel Management Office. Lodging and meal per diem rates for specific locations (foreign and domestic) may be found on the Defense Travel Management Office's website. Engineer shall submit proper documentation of any such approved travel expenses to PCCA, as requested from time to time, and such costs and expenses shall be billed to PCCA at Engineer's actual cost. PCCA's Travel and Business Entertainment Policy applies to all Engineer travel. Travel expenses invoiced to PCCA in violation of PCCA's Travel and Business Entertainment Policy will be rejected.

**Section 4.05 Invoice Procedure and Payment**

A. Engineer shall submit invoices monthly to PCCA for work performed during the preceding calendar month. Such invoices shall be due and payable by PCCA within thirty (30) days after receipt and acceptance of the invoice by PCCA. Monthly compensation will be for the Services actually performed during the billing period, invoiced in accordance with the rates in the Fee Schedules. On a Lump Sum Service Order, monthly billing will be based on the percentage of work completed. Invoices shall also describe any work performed by subcontractors retained by Engineer and Reimbursable Expenses. Engineer will provide sufficient detail with each invoice to substantiate the requested amount of monthly payment. At PCCA's request, Engineer will provide additional backup such as signed time sheets, invoices for materials and subcontracted service or other documentation sufficient to establish the accuracy of the invoices. The Engineer's fees will cover all of Engineer's overhead costs, including office rent, long distance telephone charges, postage, and payroll.

B. **Monthly invoices must be submitted** to accountspayable@pocca.com, the PCCA Project Manager, and engadmin@pocca.com to ensure proper and timely processing. Failure to submit to these email addresses may result in delay of processing for payment.

C. Invoices are to be submitted in a format previously approved by PCCA and must include, at a minimum, all information included on the sample PCCA Monthly Invoice template in **Exhibit H**. Failure to submit in the required format may result in delay of processing for payment.

D. Engineer will provide written notice to PCCA when the sum of previous payments and a current invoice meet or exceed 70% of the approved Ceiling Price of a Service Order. Engineer will include a statement that the remaining budget will be sufficient to complete the services, or provide an estimate of cost to complete, an explanation of the need for additional funding, and a request for a modification to the Service Order.

## ARTICLE 5
## RESPONSIBILITIES AND STANDARDS OF PERFORMANCE

### Section 5.01 PCCA's Responsibilities

A. PCCA shall pay Engineer as set forth in each Service Order and Article 4.

B. PCCA shall be responsible for the requirements and instructions that it furnishes to the Engineer pursuant to this Agreement, and for the accuracy and completeness of the programs, reports, data, and other information furnished by PCCA to Engineer pursuant to this Agreement or any Service Order for use of Engineer in performing or furnishing services under any Service Order, subject to any express limitations or reservations applicable to the furnished items

C. PCCA shall give prompt written notice to Engineer whenever PCCA observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer's services; (2) the presence at the Site of a Specific Project of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer's services, the Work or the performance of any Constructor or consultant managed by the Engineer.

D. PCCA shall:

1. Provide Engineer with criteria and information as to PCCA's requirements for each Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

2. Furnish Engineer with copies of design and construction standards that PCCA will require to be included in the Drawings and Specifications; and furnish copies of PCCA's standard forms, conditions, and related documents to be included in the Bid Documents and Construction Documents, as applicable.

3. Following the Engineer's assessment of initially available Specific Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services, unless the Service Order

requires Engineer to obtain this information from other sources. Such additional information or data would generally include the following:

a. Property descriptions.

b. Zoning, deed, and other land-use restrictions.

c. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

d. Explorations and tests of subsurface conditions at the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at the Site, or hydrographic surveys with appropriate professional interpretation thereof.

e. Environmental assessments, audits, investigations, impact statements, and other environmental or cultural studies relevant to the Specific Project and the Site.

f. Data or consultations as required for the Specific Project but not otherwise identified in this Agreement or the Exhibits thereto.

4. Arrange for access to and make provisions for Engineer to enter upon PCCA property as required for Engineer to perform Services under the Service Order.

5. Examine alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents required by the terms of the Service Order which are presented by the Engineer and render, in writing, timely decisions pertaining thereto.

6. Provide reviews, approvals, and permits from governmental authorities having jurisdiction to approve phases of the Specific Project designed or specified by Engineer, and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project, unless the Service Order requires Engineer to obtain these reviews, approvals, or consents from other sources.

7. Place and pay for advertisement of Bids in appropriate publications, as required, for a Specific Project.

8. Advise Engineer of the identity and scope of services of any independent consultants employed by PCCA to perform or furnish Services in regard to the Project, including cost estimating, project peer review, value engineering, and constructability review unless such Services are related to an issue under legal review or are included in the Engineer's Scope of Services.

9. Furnish to Engineer data as to PCCA's anticipated costs for Services to be provided by others for PCCA so that Engineer may make the necessary calculations to develop and periodically adjust Engineer's opinion of Total Project Costs as required by a specific Service Order.

## Section 5.02 Standards of Performance

A. *Standard of Care:* Engineer shall perform the professional engineering and related services required by each Service Order issued under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

B. *Technical Accuracy:* PCCA shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in PCCA-furnished information or an identifiable and documented change in conditions or circumstances impacting the Engineer's work.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by PCCA.

D. *Reliance on Others:* Subject to the standard of care set forth in Section 5.02(A), Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures*

1. Engineer and PCCA shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of PCCA that are applicable to Engineer's performance of services under this Agreement and that PCCA provides to Engineer in writing, subject to the standard of care set forth in Section 5.02(A), and to the extent compliance is not inconsistent with professional practice requirements.

3. Each Service Order is based on Laws and Regulations and PCCA-provided written policies and procedures as of the Commencement Date of the Service Order. The following may be the basis for modifications to PCCA's responsibilities or to Engineer's scope of services, times of performance, or compensation:

    a. changes after the Commencement Date of the Service Order to Laws and Regulations; or

    b. the receipt by Engineer after the Commencement Date of the Service Order of PCCA-provided written policies and procedures or changes to PCCA-provided policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. PCCA agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.

G. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site of a Specific Project, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

H. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

I. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

J. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.

K. Engineer's services do not include providing legal advice or representation.

L. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and PCCA's safety programs of which Engineer has been informed in writing.

**Section 5.03 Design without Construction Phase Services**

It is understood and agreed that if Engineer's Services under this Agreement do not include Project observation, review of Contractor's performance, or any other construction phase services, and that such services will be provided by PCCA, then PCCA assumes responsibility for interpretation of the Construction Contract Documents and for construction observation or review except where such interpretation is attributable to the design are an obvious design error or omission and requires correction by the Engineer of record.

**Section 5.04 Inspection and Acceptance**

Deliverables and/or services furnished under this Agreement shall be subject to review and inspection and, as applicable, test by PCCA at times and places covered under the period of performance for Services and the applicable Service Order. PCCA reserves the right to reject

deliverables which do not conform to the Specifications, Drawings, and/or other data or which do not comply with the terms and conditions of this Agreement and individual Service Orders. If rejected after delivery, rejected deliverables will be returned to Engineer at Engineer's risk and expense. Payment for any Services or deliverables shall not be deemed acceptance thereof, and if such Services or deliverables are rejected after payment, PCCA shall be entitled to an equitable refund. Additional or varying acceptance terms may be mutually agreed under individual Service Orders.

## ARTICLE 6
## TERM, RENEWAL, SUSPENSION OR TERMINATION

### Section 6.01 Term

A. This Agreement shall be effective and applicable to Service Orders issued hereunder for three (3) years from the Effective Date of this Agreement.

### Section 6.02 Renewal

A. The Parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term, provided the terms and conditions, including insurance coverages, hourly and reimbursable rates and other particulars remain unchanged.

### Section 6.03 Termination

A. PCCA may terminate a Service Order or this Agreement for convenience with seven (7) days prior written notice to Engineer of such action. Upon termination of this Agreement in accordance with this paragraph, PCCA will have no further obligation to the Engineer hereunder except to pay the Engineer unpaid fees and expenses which the Engineer can reasonably show to have been earned under this Agreement. **Under no circumstances may Engineer claim or recover consequential damages from PCCA.**

B. Either Party may terminate this Agreement by giving written notice to the other Party if the other Party ("***Defaulting Party***"): (a) materially breaches any term, condition or provision of this Agreement 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.

### Section 6.04 Suspension

A. PCCA may suspend a Service Order for convenience with seven (7) days prior written notice to Engineer of such action.

B. If PCCA fails to give prompt written authorization to proceed with any phase of Services after completion of the immediately preceding phase, or if Engineer's Services are delayed through

no fault of Engineer, Engineer may, after giving seven (7) days written notice to PCCA, suspend Services under this Agreement.

C. PCCA may, upon written notice to the Engineer, suspend work on a Service Order until such time that PCCA determines that it is in the best interest of PCCA to resume the work or to terminate the Service Order.

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

E. If Engineer's Services are delayed or suspended in whole or in part by PCCA for more than ninety (90) days after the date of the beginning of the delay or suspension through no fault of Engineer, Engineer may be entitled to an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Engineer in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised, to the extent that the Engineer can demonstrate that an actual increase in cost has been incurred and is equitable and compensable.

## ARTICLE 7
## OPINIONS OF COST

### Section 7.01 Opinions of Probable Construction Cost

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's professional judgment as an experienced and qualified professional generally familiar with the industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.

B. PCCA reserves the right to request that the Engineer provide a written explanation of significant variations between the Engineer's opinion of probable Construction Cost and the actual Construction Cost.

### Section 7.02 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the PCCA in tabulating the various categories that comprise Total Project Costs. Engineer's professional opinions (if any) of probable Total Project Costs are to be made on the basis of Engineer's experience and qualifications and represent Engineer's professional judgment as an experienced and qualified professional generally familiar with the industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services

furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that Total Project Costs will not vary from opinions of probable Total Project Costs prepared by Engineer.

**Section 7.03 Designing to Construction Cost Limit**

A. If a Construction Cost Limit for a Specific Project is established between PCCA and Engineer in a Service Order, then such Construction Cost Limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in the applicable Service Order.

B. If a Construction Cost Limit is set forth in a Service Order, then the Service Order will also specify a percentage bidding or negotiating contingency to be added to such Construction Cost Limit.

C. Should an opinion of Probable Construction Cost or a revised Opinion of Probable Construction Cost be provided by the Engineer during the execution of the Services that is in excess of the then established Construction Cost Limit, PCCA shall have the option of increasing the Construction Cost Limit, modifying the design criteria and Engineer's Scope of Services, or suspending or terminating the Service Order in accordance with terms herein. Alternately, PCCA may direct the Engineer to separate the work into a Base Bid with alternative or additive bid items that can be awarded at PCCA's discretion.

D. Engineer will be permitted to determine what types of materials, equipment and component systems, and the types and quality thereof, are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices to bring the Project within the Construction Cost Limit, subject to final approval and acceptance of PCCA. Engineer will present proposed changes in materials, equipment and component systems to PCCA for review and approval prior to incorporating such into the design.

E. If PCCA does not request Bids for a Project within six months after completion of the signed and sealed Construction Contract Documents of the Project or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost Limit will not be binding on Engineer, and PCCA (i) may consent to an adjustment in such Construction Cost Limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the final design of the Project and the date on which Bids are requested, or (ii) may, at PCCA's sole discretion, terminate the Service Order in accordance with terms and conditions herein.

F. If the lowest *bona fide* Bid exceeds the established Construction Cost Limit, PCCA will: (1) give written approval to increase such Construction Cost Limit, (2) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices and re-advertise or re-bid the Project, or (3) provide direction to the Engineer to revise contract documents to include additive or alternative bid items or add such additive or alternative bid items and re-bid the project, or (4) elect not to award additive or

alternative bid items to keep the Project within the Construction Cost Limit. In the case of (2), above, Engineer will modify the Drawings and Specifications as necessary to bring the Construction Cost within the Construction Cost Limit at no cost to PCCA, and the providing of such Services will be the limit of Engineer's responsibility in this regard; and, having done so, Engineer will not otherwise be liable for damages attributable to the lowest *bona fide* Bid exceeding the established Construction Cost Limit.

## ARTICLE 8
## REPRESENTATIVES AND MANAGERS

### Section 8.01 Contract Representatives

A. PCCA shall designate a Contract Representative on the signature page of this Agreement who will, on behalf of PCCA, coordinate with the Engineer and administer this Contract. It shall be the responsibility of the Engineer to coordinate all assignment-related activities under this Agreement with PCCA's Contract Representative. PCCA may change its Contract Representative at any time by giving the Engineer written notice of such change.

B. Engineer shall designate a Contract Representative on the signature page of this Agreement who will, on behalf of Engineer, coordinate with PCCA and administer this Contract. The Engineer's Contract Representative and PCCA's Contract Representative will coordinate all assignment-related activities under this Agreement. Engineer may change its Contract Representative at any time by giving PCCA written notice of such change, provided the recommended replacement has similar qualification and experience as the original contract representative.

### Section 8.02 Designated Project Managers

A. Contemporaneously with the execution of each Service Order, Engineer and PCCA will each designate a specific individual to act on its behalf as Project Manager with respect to the Services to be performed or furnished by Engineer and the responsibilities of PCCA under such Service Order. The Project Managers for each Project will have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the Party appointing the Project Manager. Either Party may change that Party's designated Project Manager by giving the other Party written notice of the change as provided in Article 9.

### Section 8.03 Resident Project Representative

A. The Service Order for a Specific Project shall state whether Engineer must furnish a Resident Project Representative ("**RPR**") to assist Engineer in observing progress and quality of the Work on the Specific Project. The duties and responsibilities of the RPR, if any, will be as set forth in each Service Order.

## ARTICLE 9
## NOTICES

### Section 9.01 Notices

A. All notices, demands, or requests from Engineer to PCCA shall be given to PCCA's Contract Representative named on the signature page of this Agreement at PCCA's address for notice provided on the signature page, for PCCA's Contract Representative stated on the signature page, or to such other person, address or facsimile number as PCCA shall request in writing. Engineer shall also email engadmin@pocca.com to ensure proper routing.

B. All payments, notices, demands or requests from PCCA to Engineer shall be given to Engineer's Contract Representative named on the signature page of this Agreement at Engineer's address for Engineer's Contract Representative stated on the signature page, or to such other person or address as PCCA shall request in writing.

C. Notices required to be given to either Party may be given by certified first-class mail, by overnight delivery or by fax, to the appropriate Party at its address or fax number stated on the signature page of this Agreement. Notice may also be given by personal service. Any notice given by mail shall be deemed to have been given one day after such notice was deposited in the United States mail, certified and postage prepaid, properly addressed to the Contract Representative of the Party to be served. In all other cases, notice to a Party will be considered delivered when actually received by the Party's Contract Representative.

## ARTICLE 10
## DOCUMENTS

### Section 10.01 Use of Documents

A. Upon payment of all fees owed for a Service Order, all Documents relative to that Service Order are the property of PCCA, including native files for each software package used.

B. Copies of PCCA-furnished data that may be used by Engineer are limited to the printed copies (also known as hard copies) that are delivered to Engineer by PCCA. Files in electronic media format of text, data, graphics, or of other types that are furnished by PCCA to the Engineer are only for convenience of Engineer. Any conclusion or information obtained or derived from such files, written or electronic, will be at the user's sole risk. Engineer will review documents provided by PCCA and determine applicability and usability of information. Engineer will request additional information as necessary.

C. Copies of Documents that may be relied upon by PCCA are limited to the printed copies (also known as hard copies) that are signed or sealed by Engineer. Files in electronic media format of text, data, graphics, or of other types that are furnished by Engineer to PCCA are only for convenience of PCCA. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the Party receiving electronic files agrees that it will perform acceptance tests or procedures within 90 days, after which the receiving Party will be deemed to have accepted the data thus transferred. Any errors detected within the 90-day acceptance period will be corrected by the Party delivering the electronic files. Engineer is not responsible to maintain documents stored in electronic media format after acceptance by PCCA.

E. When transferring documents in electronic media format, neither PCCA nor Engineer make any representation to the other as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by PCCA or Engineer on the Effective Date.

F. Documents provided by Engineer are not intended or represented to be suitable for reuse by PCCA or others on extensions of the Project or on any other project. PCCA may, however, reuse such documents without any payment to Engineer. Any such reuse or modification without written verification or adaptation by Engineer, as appropriate for the specific purpose intended, will be at PCCA's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

**Section 10.02 Records Retention**

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Service Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Service Order. Upon PCCA's request, Engineer shall provide a copy of any such item to PCCA at cost.

## ARTICLE 11
## INSURANCE

**Section 11.01 Standard Insurance Policy Requirements**

A. Without limiting the indemnity obligations or liabilities of Engineer or its insurers, provided herein, Engineer agrees to carry and maintain at its sole expense during the Term of this Agreement the following policies of insurance (individually, a "***Policy***" and, collectively, the "***Policies***") in at least the minimum amounts specified below.

B. At least five (5) days prior to execution of this Agreement by PCCA, Engineer will provide to PCCA'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 PCCA. The requirement to provide acceptable certificates of insurance is a material condition of this Agreement, and work under this Agreement and any associated Service Order

may not commence until such certificates of insurance have been received, reviewed, and accepted by PCCA.

| | TYPE OF INSURANCE | LIMITS OF LIABILITY |
|---|---|---|
| 1. | Workers' Compensation | Statutory |
| 2. | Employer's Liability | $1,000,000 per Occurrence<br>$1,000,000 Aggregate |
| 3. | Commercial General Liability | $1,000,000 per Occurrence<br>$2,000,000 Aggregate |

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

| | | |
|---|---|---|
| 4. | Business Automobile Liability | $1,000,000 per Occurrence |

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

| | | |
|---|---|---|
| 5. | Professional Liability | $2,000,000 per claim/in the aggregate |

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

| | | |
|---|---|---|
| 6. | Umbrella Liability | $5,000,000 per Occurrence |

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

**Section 11.02 Additional Insurance Policies Required for Certain Work**

A. Under certain circumstances, based on the scope and/or location of the services to be performed under a Service Order, the Service Order may require Engineer to carry and maintain some or all of the additional types of insurance policies described in this Section. If the Service Order for a Specific Project requires additional insurance, Engineer understands and agrees that it will not be allowed to commence any work under the Service Order until the additional insurance policies have been issued to the Company and the Company provides PCCA with appropriate Certificates of Insurance.

| | | |
|---|---|---|
| 1. | Protection and Indemnity (P&I) | $1,000,000 per occurrence<br>***(applicable if any work requires marine operations, i.e., operation or ownership of a vessel)*** |

**Section 11.03 General Insurance Requirements**

A. 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 PCCA Parties. Additionally, the PCCA Parties shall be designated as an additional insured either by a blanket additional insured or a specific endorsement on all Policies, except for Worker's Compensation, Employer's Liability, and Professional Liability.

B. In the event that the work of Engineer's employees falls within the purview of the United States Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or the Federal Employer's Liability Act, Engineer shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts even if not specifically required by the PCCA.

C. 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 Agreement.

D. The insurance required as listed above, shall apply to any Consultant performing for or on behalf of Engineer, and Engineer shall ensure that any such Consultant is aware of and complies with the insurance requirements during any period such Consultant is performing work under this Agreement.

E. The minimum insurance required may be increased periodically upon request by PCCA to commercially reasonable limits. The company writing each of the Policies must possess a current rating with A.M. Best Company of at least "A-, VII". If the insurance limits need to be raised, it will be by agreement of the parties.

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

## ARTICLE 12
## RELEASE, INDEMNIFICATION AND MUTUAL WAIVER

**Section 12.01 Release by Engineer**

**A. To the fullest extent permitted by Laws and Regulations, Engineer hereby releases and discharges the PCCA Parties from liability for and assumes the risk of loss or damage to the property of Engineer and the injury or death of any person employed by Engineer.**

**Section 12.02 Indemnification by Engineer**

**A. To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless the PCCA Parties from all damages, losses, costs and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable consultants' and attorneys' fees) (collectively, "*Damages*") arising from third-party claims or actions relating to this Agreement, any Service Order, or any Specific Project, but only to the extent that the Damages are caused by or result from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer or the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.**

B. Engineer's indemnity obligations under this Article 12 shall not be limited by a limitation on the amount or type of damages, compensation or benefits owed by Engineer to any employee of Engineer under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

C. The obligations of the Engineer under this Article 12 shall survive the end of the Term of this Agreement.

**Section 12.03 Percentage Share of Negligence**

A. The Engineer's total liability to the PCCA Parties for any Damages caused in part by the negligence of the Engineer Parties and in part by the negligence of the PCCA Parties or any other negligent entity or individual, shall not exceed the percentage share that the negligence of the Engineer Parties bears to the total negligence of all negligent parties.

**Section 12.04 Mutual Waiver**

A. To the fullest extent permitted by law, PCCA and Engineer waive against each other, and the other's employees, officers, Port Commissioners, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Service Order, or a Specific Project, from any cause or causes.

## ARTICLE 13
## DISPUTE RESOLUTION

A. In the event a dispute arises between the Parties regarding the application or interpretation of, or in any way relating to, this Agreement, the Parties agree to attempt to resolve all such disputes arising hereunder promptly, equitably and in a good faith manner. If the Parties shall have failed to resolve the dispute within the ten (10) Business Days after any written notice of the dispute has been received by the other Party, then either Party may elect to refer the dispute to the respective upper management of the Parties by notice in writing to the other Party, and the appropriate upper management of the Parties shall meet within the ten (10) Business Days after the date of the notice, to resolve the dispute. If the dispute is not resolved within five (5) Business

Days after such a meeting has commenced (but in any event within ten (10) Business Days after the date of the letter referring the matter to upper management), then either Party may at any time thereafter resort to mediation, under the remaining provisions of this Article.

B. PCCA and Engineer agree they will, before taking any other legal action, including the filing of an action in State or Federal Court, attempt in good faith, to mediate in Corpus Christi, Texas, any controversy or claim arising out of or related to this Agreement before a mediator to be agreed upon by PCCA and Engineer. PCCA and Engineer must use their best efforts to agree upon a mediator within fifteen (15) Business Days after a written request for mediation by either Party, and if PCCA and Engineer are unable to agree upon a mediator within such time either Party may request that the American Arbitration Association appoint a mediator. The mediator will schedule a mediation meeting at a time and place determined by the mediator. PCCA and Engineer will each pay one-half of the costs of mediation to the mediator. 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 under this Agreement and at law or in equity. Nothing herein shall prevent either Party from timely giving notice or filing such documents as may be required by law to protect their respective rights of action from being barred by the expiration of any deadline or statute of limitations.

## ARTICLE 14
## GENERAL PROVISIONS

### Section 14.01 Severability

If any part of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Agreement, and this Agreement shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Agreement.

### Section 14.02 No Waiver

Any waiver expressed or implied by either PCCA or Engineer to any breach of any agreement, covenant, or obligation contained in this Agreement shall operate as such only in the specific instance and shall not be construed as waiver to any subsequent breach of such agreement, covenant, or obligation.

### Section 14.03 Applicable Law

**THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.** PCCA and Engineer agree that if any controversy or claim arising out of or related to this Agreement cannot be resolved pursuant to and in accordance with the deadlines set forth in Article 13, then either Party may elect to resolve the controversy or claim though litigation filed and maintained in the federal or state courts located in Corpus Christi, Nueces

County, Texas. PCCA and Engineer each submits to the exclusive jurisdiction of said courts and waives the right to change venue.

**Section 14.04 Agreement and Service Orders Control**

In the event of a conflict between the wording of a Service Order and any purchase order issued by PCCA in connection with the Service Order, the wording of the Service Order will control.

**Section 14.05 Amendment of Agreement**

This Agreement may be changed or modified at the request of either the Engineer or PCCA, provided both Parties agree to the requested change, and a written amendment of this Agreement is prepared and executed by the Parties.

**Section 14.06 Assignment**

Neither PCCA nor Engineer may assign or transfer any rights under or interest in this Agreement without the written consent of the other.

**Section 14.07 No Third-Party Beneficiaries**

This Agreement will be for the sole and exclusive benefit of PCCA and Engineer and not for the benefit of any other party, person, or entity. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by PCCA or Engineer to any Consultant, Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

**Section 14.08 Force Majeure**

In the event either Party shall be delayed or hindered in or prevented from the performance required hereunder by reason of *force majeure*, which includes strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the Party delayed in performing work or doing acts (herein "***force majeure***"), such Party shall be excused for the period of time equivalent to the delay caused by such *force majeure*, or the Agreement may be terminated in accordance with terms herein should such delay be sufficient that termination is in the best interest of the PCCA.

**Section 14.09 Public Disclosure**

PCCA is a political subdivision of the state of Texas subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act (Texas Government Code, Chapters 551 and 552), and as such, PCCA is required to disclose to the public (upon request) this Agreement, the Service Orders issued hereunder, and certain other information and documents relating to the services contemplated hereby. In this regard, Engineer agrees that the disclosure of this Agreement, the Service Orders issued hereunder, or any other information or materials related to

the services contemplated hereby, to the public by PCCA as required by the Texas Open Meetings Act, the Texas Public Information Act, or any other law will not expose PCCA (or any party acting by, through or under PCCA) to any claim, liability, or action by Engineer.

**Section 14.10 Confidentiality**

Engineer will keep confidential all information in whatever form produced, prepared, observed or received from PCCA to the extent that such information is: (a) confidential by law; (b) marked or designated "Confidential" or words to that effect; or (c) information that Engineer is otherwise required to keep confidential by this Agreement. Notwithstanding the above, Engineer will be permitted to disclose any information required by law or court order.

**Section 14.11 Certificate of Interested Parties**

Engineer will comply with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas Ethics Commission Rules by preparing a Texas Form 1295, "Certificate of Interested Parties" and submitting the signed form to PCCA at the time Engineer submits the signed Agreement to PCCA. A separate Form 1295 may be required for subsequent Service Orders and amendments, as required by the referenced code and rules issued thereunder.

**Section 14.12 Engineer's Certificate**

Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing this Agreement. For the purposes of this Section 14.12:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the execution of the Agreement;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of PCCA, or (b) to deprive PCCA of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

**Section 14.13 No Organizational Conflict of Interest**

Engineer hereby certifies that it has no actual or potential Organizational Conflict of Interest. "***Organizational Conflict of Interest***" means that because of other activities or relationships with other persons or entities, the Engineer is unable or potentially unable to render impartial assistance or advice to PCCA or the Engineer's objectivity in performing the services under this Agreement and related Service Orders is or might otherwise be impaired. Engineer agrees to immediately notify PCCA of any actual or potential Organizational Conflict of Interest that develops during the

Term of this Agreement. Engineer agrees that PCCA may terminate this Agreement immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Agreement.

**Section 14.14 Texas Government Code, Section 2271.002**

To the extent required by Section 2271.002 of the Texas Government Code, Engineer represents that Engineer 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.

**Section 14.15 Defamation**

The Parties covenant and agree that in no event, and at no time during the Term of this Agreement 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.

**Section 14.16 Parties Bound**

This Agreement binds and inures to the benefit of the Parties and their respective legal representatives, heirs, distributees, successors and assigns, where assignment is permitted by this Agreement.

**Section 14.17 Attorneys' Fees; Default**

In the event Engineer or PCCA breach any of the terms of this Agreement 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.

## ARTICLE 15
## EXHIBITS

**Section 15.01 Suggested Form of Service Order**

The Suggested Form of Service Order is attached as Attachment One and shall be used as the basis for preparing a specific Service Order for each Specific Project under this Agreement.

**Section 15.02 Exhibits Included**

A. **Exhibit A**, *Engineer's Services for Service Order*. Services, tasks, and terms in **Exhibit A** as included with this Agreement are for reference in preparing the scope of services for specific

Service Orders and are contractually binding only to the extent expressly incorporated in a specific Service Order.

B. **Exhibit B**, *Engineer's Standard Hourly Rates for Work performed under the Service Order.* This Exhibit applies to all Service Orders.

C. **Exhibit C**, *Engineer's Reimbursable Expenses Schedule for costs incurred by Engineer when performing Work under the Service Order.* The terms of **Exhibit C** that will be applicable to and govern compensation under a specific Service Order will be determined by the selection of compensation methods made in Paragraph 5, "*Method of Compensation*," of the specific Service Order.

D. **Exhibit D**, *Duties, Responsibilities and Limitations of Authority of Resident Project Representative.* This Exhibit is not contractually binding except when expressly incorporated in a specific Service Order.

E. **Exhibit E**, *Notice of Acceptability of Work*. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if the form is expressly incorporated by reference in a specific Service Order, and Engineer's scope of services in the specific Service Order includes providing such a Notice.

F. **Exhibit F**, *Amendment to Service Order*. PCCA and Engineer may use this form during a Specific Project to modify the specific Service Order.

G. **Exhibit G**, *Scope Change Request Form.* Engineer may use this form to request changes or modification to the scope, schedule, and/or budget, for PCCA's approval.

***[Signature page follows this page]***

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

**PCCA:**

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

By:_____

Name: Kent Britton

Title: Chief Executive Officer

Date Signed:_____

**Engineer:**

**Simpson Gumpertz & Heger Inc.**

By:_____

Name: Carlos Ospina, PhD, PE (TX)

Title: Senior Principal & Vice President

Date Signed: 06/12/2025

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

**Address for giving notice:**
Simpson Gumpertz & Heger Inc.
2050 W. Sam Houston Parkway S.
Ste 1625
Houston TX 77042

**PCCA's Contract Representative:**

Natasha E. Fudge

Title: Director of Engineering Services

Phone Number: (361) 885-6686

Email: natasha@pocca.com

**Engineer's Contract Representative:**

Carlos E. Ospina, PhD, PE (TX)

Title: Senior Principal & Vice President

Phone Number: (281) 505-5559

Email: ceospina@sgh.com

Note: Engineer must copy engadmin@pocca.com on all contract-related notices and general correspondences, such as annual Standard Hourly Rate Schedule increases.

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# SERVICE ORDER FOR ENGINEERING SERVICES
# PORT OF CORPUS CHRISTI AUTHORITY
# OF NUECES COUNTY, TEXAS
# MASTER SERVICES AGREEMENT NO. 25-04

**PROJECT NAME** *[Insert Project name]*
**PROJECT NO.** *[Insert Project number]*
**SERVICE ORDER NO.** *[Insert Service Order number]*
**COMMENCEMENT DATE** *[Insert Commencement Date of Service Order]*

This Service Order is executed by and between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and Simpson Gumpertz & Heger 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. 25-04 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:**

*[Insert a paragraph that describes the Specific Project that is the subject of this Service Order.]*

**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.

*[Summarize or provide a brief description of other Support Services (if any) that are to be provided by Engineer but have not been addressed in Paragraph 2.A.]*

**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.

**D. Resident Project Representative (RPR) Services**

If the scope of services established in Paragraph 2.B above includes RPR services, then **Exhibit D** of the Agreement is expressly incorporated in this Service Order by reference. The RPR shall provide *[Select one of the following options]*:

☐ full time representation; or
☐ part time representation as follows: _____.

*[1. If RPR services are not in the scope of this Service Order, do not include any references to RPR services in Exhibit A Part 2 for this Service Order, or in any other scope of services text or document.*

*2. If appropriate, modify Exhibit D for this specific Service Order, and attach it, rather than incorporating the Exhibit D that is included with the Agreement.]*

**E. Designing to a Construction Cost Limit**

*[If the design under this Service Order will be governed by a Construction Cost Limit, then include the following clause, with blanks filled in; if not, then delete the clause or indicate "Does not apply" or similar.]*

Under this Service Order, Engineer will design to a Construction Cost Limit, subject to the terms of Section 7.03 of the Agreement. The Construction Cost Limit is $_____. The bidding or negotiating contingency to be added to the Construction Cost Limit is _____ percent per PCCA's Contingency Guidelines for General or Marine or Rehabilitation projects accordingly.

## 3. PCCA's Responsibilities

PCCA shall have those responsibilities set forth in Section 5.01 of the Agreement, subject to the following: *[State any additions or modifications to Section 5.01 for this Specific Project here.]*

## 4. Project Contract Schedule

In addition to any schedule provisions provided in **Exhibit A** or elsewhere, the parties shall meet the following schedule: *[Revise and amend for each specific Service Order, insert anticipated commencement date and # of allotted days. Use calendar days instead of weeks or months.]*

| ACTION | ALLOTTED CAL. DAYS | DUE ON OR BEFORE |
|---|---|---|
| PCCA – COMMENCEMENT DATE | - | [DATE] |
| • **ENGINEER – PRELIM. DESIGN SUBMITTAL (30%)** | [#] | [DATE] |
| PCCA – TEAM REVIEW | [#] | [DATE] |
| • **ENGINEER – 60% DESIGN SUBMITTAL** | [#] | [DATE] |
| PCCA – TEAM REVIEW | [#] | [DATE] |
| • **ENGINEER – 90% DESIGN SUBMITTAL** | [#] | [DATE] |
| PCCA – TEAM REVIEW | [#] | [DATE] |
| • **ENGINEER – UNSEALED DESIGN DOCUMENTS TO PCCA PROJECT MANAGER** | [#] | [DATE] |
| PCCA – TEAM REVIEW | [#] | [DATE] |
| • **ENGINEER – FINAL SEALED DOCUMENTS SUBMITTAL** | **[#]** | **[DATE]** |

***This Service Order will expire on _____.***

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

A. **PCCA shall pay Engineer for services rendered under this Service Order using the following method of compensation:** *[Select one of the following options.]*

☐ Lump Sum plus Named Reimbursable Expenses, if any; or
☐ Standard Hourly Rates plus Reimbursable Expenses with a Ceiling Price.

**B. If this is a Lump Sum Service Order, PCCA shall pay Engineer the following lump sum amount for the services described in this Service Order: $_____.**

**In addition, PCCA shall reimburse Engineer for the following Named Reimbursable Expenses (if any): _____.**

**C. If this is an Hourly Rates Service Order, the estimated amount of compensation payable for each category of services rendered under this Service Order is as follows:**

*[Notes: Delete line items that do not apply to this Service Order. Cross-references are to Exhibit A. Revise if necessary]*

| Description of Service | Amount |
|---|---|
| **BASIC SERVICES:** | |
| Preliminary Design Phase *(A1.01 of Ex. A)* | $ - |
| Final Design Phase *(A1.02 of Ex. A)* | $ - |
| Bidding or Proposal Negotiating Phase *(A1.03 of Ex. A)* | $ - |
| Construction Phase *(A1.04 of Ex. A)* | $ - |
| **Subtotal, Basic Services** | **$ -** |
| **SUPPORT SERVICES:** | |
| *(list as appropriate)* | $ - |
| **Subtotal, Support Services** | **$ -** |
| **SUMMARY OF FEES:** | |
| Basic Services Fee | $ - |
| Support Services Fee | $ - |
| *Allowance for additional services (requires PCCA's written authorization)* | *$* - |
| **TOTAL NOT TO EXCEED FEE CEILING PRICE** | **$ -** |

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

**6. Consultants retained or that will be retained as of the Commencement Date of the Service Order:** *[List name of Engineer's Consultants, if any]*

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

*[Supplement or modify the Agreement and Exhibits, if appropriate.]*

**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:

*[Select the appropriate Policies]*

☐ A. Pollution Liability $2,000,000 per Occurrence

*[applicable if Professional Services involve work in/to areas of known or suspected contamination]*

☐ B. Railroad Protective Liability $1,000,000 per Occurrence
$2,000,000 Aggregate
*[applicable if work is to be conducted within 50 ft. of any railroad property, railroad bridge, track and/or trestle]*

☐ C. Protective and Indemnity $1,000,000 per occurrence
*[applicable if any work requires marine operations, i.e., operation or ownership of a vessel]*

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

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

**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: _____

Title: _____

Date Signed:_____

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

**PCCA's Contract Representative:**

_____

Title: _____

Phone Number: _____

Email: _____

**PCCA's Project Manager:**

_____

Title: _____

Phone Number: _____

Email: _____

**Engineer:**

**Simpson Gumpertz & Heger Inc.**

By:_____

Name:_____

Title:_____

Date Signed:_____

**Address for giving notice:**
Simpson Gumpertz & Heger
2050 W. Sam Houston Parkway S.
Ste 1625
Houston TX 77042

**Engineer's Contract Representative:**

_____

Title:_____

Phone Number:_____

Email: _____

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

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*[Note: This template is provided as an example for purposes of the Master Services Agreement. Parties should edit Exhibit A as needed for each individual Service Order. State the scope of services for the Project directly in the applicable Service Order or incorporate all or portions of Exhibit A by reference.*

*The example text as published for the MSA describes a variety of services that may be included, in whole or in part, in the individual Service Order. Until Exhibit A is customized for inclusion in a specific Service Order, it has no legal or contractual effect.*

*Not all possible services are included in this example template. The language provided is intended to provide a basic framework, ideas for inclusion, and to avoid omissions. None, any, or most of this language may be applicable to the Project. The user should revise and supplement the descriptions of services provided here for purpose of drafting the Engineer's Scope of Services for each specific Service Order.* ***All edits to Exhibit A by the Engineer must be provided in Track Changes for PCCA consideration****. Delete the red notes to user and all brackets prior to finalizing.]*

This Project generally includes [insert a very brief 1-4 sentence overview of the general project scope/objectives. Specific tasks and deliverables should be described below, not in this general scope description.]

## PART 1 - BASIC SERVICES

### A1.01 Preliminary Design Phase

A. Engineer shall: *[edit/add tasks or services as applicable]*

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. *[If PCCA has already identified one or more potential solutions to meet its specific Project requirements]* Engineer will proceed with the study and evaluation of: *[Most projects will use either Item 2 or 3 and delete the Item that's not applicable. List the specific scope and potential solutions here.]*

3. *[If PCCA has not identified specific potential solutions to meet its Specific Project requirements]* Engineer will identify up to ____ potential solution(s) and then proceed with the study and evaluation of these potential solution(s).

4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, and to take photos of existing conditions, unless such visits are not necessary or applicable to meeting the objectives of the Preliminary Design Phase.

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 study and evaluation of potential solution(s) to PCCA's Specific Project requirements, and preparation of a related report.

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

7. 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.

8. Review available survey, geotechnical, environmental, permits, historical record drawings, utility records, FEMA maps, and other pertinent available data. 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. 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

9. 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.

10. 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.

11. *[Insert **other tasks or services** as applicable for preliminary design. Delete this item if nothing is added]*.

12. Prepare Preliminary Design Phase documents consisting of the design criteria, basis of design, applicable preliminary design calculations (with 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. *[Insert other Preliminary Design Phase documents if applicable.]* 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.

13. 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.

14. 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 requirements, considerations involved, and Engineer's recommended solution(s) and alternative(s) when applicable. If available, the topographic survey and geotechnical 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.

15. 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 x hard copies with the interim review submittal*.] 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 shall submit to Engineer any comments regarding the furnished items within the time established in the Contract Schedule.

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

17. 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 [*and one bound hard copy*] of the signed and sealed Preliminary Design Report [*along with AutoCAD Civil 3D files of the layouts and Survey*] 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: *[edit as needed and insert any other specific required Preliminary Design Phase deliverables for the project, including CAD files of the layouts with the Preliminary when applicable; specific items to include in the Report may be edited in the descriptions above in A1.01A]*

1. Completed Design 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. [*Report shall include Topographic Survey and Geotechnical 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. *[as applicable]* 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. *[Insert **other tasks or services** as applicable for final design. Delete this item if nothing is added.]*

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. *[insert language for other specialty CAD programs such as Revit, when applicable]*

8. 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 x hard copies of the submittal documents along with the electronic files*.] Deliverables for the 60% Design Submittal include: *[edit as needed and insert any other specific required 60% Design Phase deliverables for the project, with edits and additions as needed for the project scope; specific items to include in the 60% plans/specs may be edited in the descriptions below]*

    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).

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

10. 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. [*Provide x hard copies of the submittal documents along with the electronic files*.] Deliverables for the 90% Design Submittal include: *[edit as needed and insert any other specific required 90% Design Phase deliverables with edits and additions as needed for the project scope]*

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.

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

12. 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.

13. 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.

14. 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: *[edit as needed and insert any other specific required Final Design Phase deliverables as needed for the project scope]*

    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. Upon request by PCCA, Engineer shall provide up to [*15*] engineering service hours toward the following Bidding or Proposal Negotiating Phase services. 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 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. 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 hereto 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. Support Services for this Contract include: *[Each specific Contract may include support and other uniquely related services that do not fit into the Basic Service categories described in Part 1, such as the types of services listed below. Such Support Services should be expressly stated in Part 2 of the Contract itself. Edit or add to list of Support Services with descriptions as applicable and delete service listings that do not apply.]*

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. *[If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum as part of Basic Services the utility mapping will include Engineer contacting utility and pipeline owners and obtaining available information.]* 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).

f. [*Boundary Surveys shall close within acceptable standards established in the TSPS Manual of Practice, Appendix A, Category 1A Land Title Survey, Condition 2. The point of beginning for each Boundary Survey shall be tied to a permanent benchmark in the Authority database. Coordinates for the point of beginning shall be provided in NAD '83 projection*.]

g. [*The sealed Survey shall be performed in conjunction with the Preliminary Design Phase*.]

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.

   d. [*The sealed Geotechnical Report shall be provided with the deliverables in the Preliminary Design Phase*.]

3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for governmental grants; preparation or review of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

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

5. 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.

6. 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.

7. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in **Exhibit D**. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in **Exhibit D.** *[If Engineer will not be providing the services of an RPR, then delete this Paragraph and do not include Exhibit D in the Task Order.]*

8. Commissioning Services: Provide commissioning services to include:

   a. Assist PCCA in connection with the adjusting of Specific Project equipment and systems (such as initial startup, testing, and balancing).

   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.

9. Preparing to serve or serving as a consultant or witness for PCCA in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.

10. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph [*A2.01A.1*], and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

11. *[Continue to list and describe other specific Support Services such as windstorm certification, wave analysis, passing vessel study, permitting, public outreach, grants, etc. as applicable]*

**EXHIBIT B**
**TO MASTER SERVICES AGREEMENT NO. 25-04**

## Standard Hourly Rates Schedule

The Engineering Firm's Standard Hourly Rates Schedule for Services performed under this Agreement is:

| Classifications | Titles / Experience | Engineer's Equivalent Title | Hourly Rate |
|---|---|---|---|
| Principal | Principal (PE, 20+) | Senior Principal | $360 |
| Engineers | Principal Engineer (PE, 20+) | Principal | $350 |
| | Sr. Project Engineer (PE, 20+) | Senior Project Manager | $295 |
| | Project Engineer (PE, 10+) | Senior Consulting Engineer | $250 |
| | Engineer IV (PE, 4+) | Consulting Engineer | $220 |
| | Engineer III (EIT, 3+) | Project Consultant II | $200 |
| | Engineer II (EIT, 1+) | Project Consultant | $190 |
| | Engineer I (EIT, 0) | Associate Project Consultant | $160 |
| Project Management | Principal Project Manager (PE, 20+) | Senior Principal | $360 |
| | Sr. Project Manager (PE, 20+) | Senior Project Manager | $295 |
| | Project Manager (PE, 10+) | Senior Consulting Engineer | $250 |
| Designer | Sr. Designer (15+) | CAD Professional | $205 |
| Specialist | Specialist | Cathodic Protection Specialist | $335 |
| | Specialist | Marine Specialist | $320 |
| | Specialist | Geotechnical Specialist | $217 |
| | Specialist | Senior Surveying Principal | $320 |
| | Specialist | Senior Hydrographer | $275 |
| | Specialist | Senior Surveyor (RPLS) | $210 |
| | Specialist | Junior Surveyor (RPLS) | $170 |
| | Specialist | Diving Inspection Principal | $340 |
| | Specialist | Senior Engineer-Diver | $240 |
| | Specialist | Diving Supervisor | $190 |
| | Specialist | Environmental Permitting Consultant Principal | $325 |
| | Specialist | Environmental Scientist, Technical Director | $286 |

**Note to Consultant/Engineer:**

- Submitted rate schedules should include ALL possible classifications, even if those roles will not be used in the first Service Order executed under this Agreement. This includes equipment rates.

- If new classifications are added during the term of the Agreement, please submit those additional classifications to the PCCA for review and approval, similar to rate adjustments discussed in **Section 4.03 - Standard Hourly Rates for Service Orders**.

**EXHIBIT C**
**TO MASTER SERVICES AGREEMENT NO. 25-04**

## Reimbursable Expenses Schedule

The Reimbursable Expenses Schedule for Services per Section 4.04 performed under the Agreement is:

| | |
|---|---|
| **Travel Expenses** | |
| Airfare/Car Rental/Meals/Lodging | At Cost |
| Vehicle mileage, per mile | IRS Rate |
| **Diving** | |
| Dive Boat | $550/day |
| Dive Team Equipment | $450/day |
| Small Boat | $110/day |
| Dive Truck and Trailer | $170/day |
| Ultrasonic Thickness Meter | $195/day |
| Underwater Camera System | $165/day |
| Ag/Ag-Cl Reference Electrode | $220/day |
| Compressor | $110/day |
| SSA Dive Package | $550/day |
| Drone | $170/day |
| **Surveying** | |
| Multi-Beam System (Sonar/POSNV) | $1,750/day |
| Single Beam Sonar System | $470/day |
| Dual Frequency Sonar System | $550/day |
| Magnetometer | $550/day |
| Side Scan Sonar | $910/day |
| Multi-Beam Vessel | $700/day |
| Single Beam Center Console Vessel | $560/day |
| Unmanned Aerial System | $2,300/day |
| **Soil Sampling & Testing (Geotechnical)** | |
| Field Truck | $70/day |
| Trimble Handheld GPS Instrumentation | $176/day |
| Mobilization of Drilling Equipment (Truck) | $625/day |
| Demobilization of Drilling Equipment (Truck) | $625/day |
| Drilling Equipment & Personnel (Truck) | $4,600/day |
| Standby (Truck & Personnel) (Truck) | $550/hr |
| Mobilization of CPT Rig | $1,020/day |
| Demobilization of CPT Rig | $1,020/day |
| CPT Rig & Personnel | $6,400/day |
| Standby (CPT Rig & Personnel) | $710/hr |
| **Soil Sampling & Testing (Environmental)** | |
| Company Truck | $260/day |
| Mobilization of Drilling Equipment (Truck) | $625/day |

| | |
|---|---|
| Demobilization of Drilling Equipment (Truck) | $625/day |
| Drilling Equipment & Personnel (Truck) | $4,600/day |
| Standby (Truck & Personnel) (Truck) | $550/hr |

**Other**

| | |
|---|---|
| Subconsultants | Cost + 5% |
| Meals & lodging | At Cost |
| Travel expenses (other than mileage) | At Cost |
| Other reimbursables | At Cost |

## Note to Consultant/Engineer:

- Reimbursement for lodging and meals may not exceed the maximum allowable per diem rates for domestic or foreign travel as set by the U.S. Department of Defense, Defense Travel Management Office. Lodging and meal per diem rates for specific locations (foreign and domestic) may be found on the Defense Travel Management Office's website.

- Engineer shall submit proper documentation of any such approved travel expenses to PCCA, as requested from time to time, and such costs and expenses shall be billed to PCCA at Engineer's actual cost. Expenses identified as 'at cost' will require a copy of the receipt with invoices.

- PCCA's Travel and Business Entertainment Policy applies to all Engineer travel. Travel expenses invoiced to PCCA in violation of PCCA's Travel and Business Entertainment Policy will be rejected.

**EXHIBIT D**
**TO MASTER SERVICES AGREEMENT NO. 25-04**

**SCHEDULE OF DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE**

---

The following duties, responsibilities, and limitations of authority may be incorporated in the Service Order for a Specific Project:

**Resident Project Representative**

B. Engineer shall furnish a Resident Project Representative ("**RPR**") to assist Engineer in observing progress and quality of the Work. The RPR shall provide full-time or part-time representation as indicated in the Service Order. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

C. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for PCCA against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) 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 the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

D. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of PCCA and the Contractor. RPR shall generally communicate with PCCA only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer and PCCA concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-

related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. *Liaison*

   a. Serve as Engineer's and PCCA's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

   b. Assist Engineer in serving as PCCA's liaison with Contractor when Contractor's operations affect PCCA's on-Site operations.

   c. Assist in obtaining from PCCA additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question 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. Report to Engineer and PCCA regarding such RFIs. Report to Engineer and PCCA when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's and PCCA's clarifications, interpretations, and decisions to Contractor. ,

7. *Shop Drawings and Samples*

   a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

   b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

   c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed* M*odifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer and PCCA. Transmit Engineer's and PCCA's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work*

a. Report to Engineer and PCCA whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

b. Inform Engineer and PCCA of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer and PCCA for addressing such Work; and

c. Advise Engineer and PCCA of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups*

a. Consult with Engineer and PCCA in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate PCCA's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer and PCCA appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer and PCCA.

11. *Records*

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or

changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer and PCCA.

c. As requested by PCCA to Engineer, photograph or video work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, email addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Specific Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer and PCCA.

12. *Reports*

a. Furnish to Engineer and PCCA periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer and PCCA proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and PCCA copies of all inspection, test, and system start-up reports.

d. Immediately inform Engineer and PCCA of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to PCCA, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Construction Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Construction Contract Documents, and have these documents delivered to Engineer for review and forwarding to PCCA prior to payment for that part of the Work.

15. *Completion*:

a. Participate in Engineer's and PCCA's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's and PCCA's visit to the Site in the company of, PCCA, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer and PCCA concerning acceptance and issuance of the Notice of Acceptability of the Work (**Exhibit E**).

E. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of PCCA or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer and/or PCCA.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

**EXHIBIT E**
**TO MASTER SERVICES AGREEMENT NO. 25-04**

**Notice of Acceptability of Work**

---

PROJECT TITLE:

PCCA PROJECT NUMBER:

MASTER SERVICES AGREEMENT NO.:

SERVICE ORDER NO.:

DATE OF CONSTRUCTION AGREEMENT:

DATE OF NOTICE

---

To: Port of Corpus Christi Authority (PCCA)

And To: *(Insert name of Contractor)* (Contractor)

From: *(Insert name of Engineer)* (Engineer)

---

The undersigned (Engineer) hereby gives notice to PCCA and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Construction Contract Documents and the terms and conditions set forth on the reverse side hereof. Engineer further recommends PCCA issue a Notice of Final Acceptance to the Contractor.

Engineer:_____

By:_____

Name:_____

Title:_____

Date:_____

***(See Reverse Side of Notice)***

## CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("**Notice**") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said notice and rely thereon agree:

1. Said Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. Said Notice reflects and is an expression of the professional judgment of Engineer.

3. Said Notice is given as to the best of Engineer's knowledge, information, and belief as of the date hereof.

4. Said Notice is based entirely on and expressly limited by the Scope of Services Engineer has been employed by PCCA to perform or furnish during construction of the Project (including observation of the Contractor's Work) under Engineer's Agreement with PCCA and under the Construction Contract referenced on the reverse hereof, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under Engineer's Agreement with PCCA and the Construction Contract referenced on the reverse hereof.

5. Said Notice affirms Contractor's performance under the Construction Contract referenced on the reverse hereof but is not an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents.

6. Said Notice affirms that the design of the Project complies with all City of Corpus Christi building codes regardless of whether or not the Project is located within the city limits of the City of Corpus Christi.

**EXHIBIT F**
**TO MASTER SERVICES AGREEMENT NO. 25-04**

---

**Amendment to Service Order No. _____**

**1. Background Data:**

**Commencement Date of Service Order:**
**PCCA:**
**Engineer:**
**Project Name:**
**Project Number:**

**2. Description of Modifications**

***[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]***

a. Engineer shall perform the following Services: [ ]

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

c. The responsibilities of PCCA with respect to the Service Order are modified as follows: [ ]

d. For the additional services or the modifications to services set forth above, PCCA shall pay Engineer the following additional or modified compensation: [ ]

e. The schedule for rendering services under this Service Order is modified as follows: [ ]

f. Other portions of the Service Order (including previous amendments, if any) are modified as follows: [ ]

***[List other Attachments, if any]***

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

| | |
|---|---|
| Original Service Order amount: | $[ ] |
| Net change for **prior** amendments: | $[ ] |
| **This amendment amount:** | $[ ] |
| Adjusted Service Order amount: | $[ ] |

---

The foregoing Service Order Summary is for reference only and does not alter the terms of the Service Order.

[Insert new page]

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 _____.

| **PORT OF CORPUS CHRISTI AUTHORITY "PCCA"** | | **NAME OF ENGINEER "ENGINEER":** | |
|---|---|---|---|
| **By:** | _____ | **By:** | _____ |
| **Title:** | _____ | **Title:** | _____ |
| **Date:** | _____ | **Date:** | _____ |

**EXHIBIT G**

**TO MASTER SERVICES AGREEMENT NO. 25-04**

PORT CORPUS CHRISTI®

# Scope Change Request Form

Engineer/Consultant: _____ Scope Change No.: _____
PCCA Project No.: _____ Date Submitted: _____
Project Name: _____ Date Requested: _____

**Description of Scope of Work Change:**

**Reason for Change:**

Requested/Required by: ☐ PCCA/Authority ☐ Engineer/Consultant ☐ Sub-consultant ☐ Field conditions ☐ Other

**Design Fee:**

- ☐ Lump sum $_____
- ☐ Proposal to be submitted Due:
- ☐ Time and expense per schedule dated
- ☐ Included in percent of construction phase fee
- ☐ No change to Service Order amount

**Design Work Change includes:**

**Impact:**

- ☐ Design schedule
- ☐ Construction phase schedule Add ___ days to Service Order
- ☐ Construction phase cost $_____

**Construction Phase Work Change includes:**

*Please sign below to indicate your concurrence with this scope change.*

**ENGINEER/CONSULTANT**

Signed: _____ Date: _____

**PCCA PROJECT MANAGER**

Signed: _____ Date: _____

**PCCA DIRECTOR *(if required)***

Signed: _____ Date: _____

# EXHIBIT H
# MONTHLY INVOICE

| | | | |
|---|---|---|---|
| **PCCA PROJECT NAME:** | | | |
| **PCCA PROJECT NO.:** | | | |
| **PCCA PURCHASE ORDER NO.:** | | | |
| **CONSULTANT FIRM:** | | | |
| **CONSULTANT CONTACT NAME:** | **EMAIL:** | **PHONE:** | |
| **INVOICE NO.:** | | | |
| **INVOICE PERIOD (Begin / End Dates):** | | | |
| **AMOUNT DUE THIS INVOICE:** | | | |

| Description | Original Contract Fee Amount | Amend. No. X Fee | Total Auth. Fee Amount | CURRENT INVOICE | Previously Invoiced | Total Invoiced To Date | Remaining Balance | Percent Invoiced |
|---|---|---|---|---|---|---|---|---|
| **BASIC SERVICES:** | | | | | | | | |
| Preliminary Design Phase | | | | | | | | |
| Final Design Phase | | | | | | | | |
| Bid Phase | | | | | | | | |
| Construction Phase | | | | | | | | |
| **Subtotal - Basic Services** | | | | | | | | |
| **SUPPORT SERVICES:** | | | | | | | | |
| *[List per Consultant Contract]* | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| **Subtotal - Support Services** | | | | | | | | |
| **FEE SUMMARY:** | | | | | | | | |
| Basic Services Fees | | | | | | | | |
| Support Services Fees | | | | | | | | |
| **Total Fees** | | | | | | | | |

*Reimbursement for lodging and meals may not exceed the maximum allowable per diem rates for domestic or foreign travel as set by the U.S. Department of Defense, Defense Travel Management Office. Lodging and meal per diem rates for specific locations (foreign and domestic) may be found on the Defense Travel Management Office's website. Engineer shall submit proper documentation of any such approved travel expenses to PCCA, as requested from time to time, and such costs and expenses shall be billed to PCCA at Engineer's actual cost. PCCA's Travel and Business Entertainment Policy applies to all Engineer travel. Travel expenses invoiced to PCCA in violation of PCCA's Travel and Business Entertainment Policy will be rejected.*

*This blank template may be used as a starting point if requested by the Consultant. The Consultant must fill in the appropriate Support Services and cell formulas.*

# SGH - MSA 25-04 - final

Final Audit Report 2025-06-12

| | |
|---|---|
| Created: | 2025-06-11 |
| By: | Sonya Lopez-Sosa (sonya@pocca.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA4zmc9kf3RPPrtZbpvIr_T2NuhRjWi887 |

## "SGH - MSA 25-04 - final" History

Document created by Sonya Lopez-Sosa (sonya@pocca.com)
2025-06-11 - 6:25:45 PM GMT- IP address: 64.183.208.115

Document emailed to Carlos Ospina (ceospina@sgh.com) for signature
2025-06-11 - 6:26:41 PM GMT

Email viewed by Carlos Ospina (ceospina@sgh.com)
2025-06-11 - 6:32:08 PM GMT- IP address: 50.200.105.246

Email viewed by Carlos Ospina (ceospina@sgh.com)
2025-06-12 - 6:47:57 PM GMT- IP address: 50.200.105.246

Document e-signed by Carlos Ospina (ceospina@sgh.com)
Signature Date: 2025-06-12 - 7:06:42 PM GMT - Time Source: server- IP address: 50.200.105.246

Agreement completed.
2025-06-12 - 7:06:42 PM GMT

| | |
|---|---|
| **DATE:** | June 17, 2025 |
| **TO:** | Port Commission |
| **FROM:** | Natasha Fudge, P.E.<br>Director of Engineering Services |
| **ANTICIPATED STAFF PRESENTER:** | Roberto DeSantos, P.E.<br>Project Engineer |

**Approve a change order and an increase in contingency in the amount of $1,117,805 with South Texas Building Partners, Inc. associated with the Ortiz Center Interior Improvements Project for sanitary sewer system and general utility improvements and relocation of the new grease trap.**

**SUMMARY:** Staff requests approval of a change order and an increase in contingency in the amount of $1,117,805 with South Texas Building Partners, Inc. associated with the Ortiz Center Interior Improvements Project for sanitary sewer system improvements and relocation of the new grease trap.

**BACKGROUND:** On May 21, 2024, the Port Commission awarded a construction contract to South Texas Building Partners, Inc. (STBP), for the Ortiz Center Interior Improvements Project in the amount of $10,957,500. The scope of work for this project generally consists of significant interior renovations, extensive audio-visual system upgrades, major interior HVAC system improvements, and complete replacement of HVAC Chiller Plant system, with numerous components furnished by PCCA.

The project is currently 40% complete. Currently, STBP is actively performing tape and float work on interior walls, painting of walls and ceiling, installing tile, completing electrical and plumbing work, and demolition of the remaining in-ground plumbing systems across various areas. The project remains on schedule for substantial completion in Q4 of this year.

The original scope of work included a contractor allowance for replacement of the existing undersized grease trap. At the time of project bidding, the condition of the building's underground wastewater system was unknown. In preparation for replacement of the existing grease trap infrastructure, excavation was performed at select locations to better assess the condition of existing underground utilities located adjacent to and underneath the building's foundation.

1. **Wastewater and Stormwater Modifications:** It was discovered that most of the existing kitchen and restroom wastewater lines are sagging and degraded, affecting the building drainage and increasing the risk for undesirable leaks. Also, multiple broken stormwater lines coming from the building were discovered and

require replacement. These unforeseen utility adjustments and improvements will be addressed with this change order.

2. **Grease Interceptor System Improvements and System Rerouting:** The existing grease interceptor system includes a grease waste lift station. This lift station is currently located underneath the dock-supported portion of the building, creating maintenance challenges and potential environmental concerns. Modifications to the system will minimize the potential for infiltration of grease into the sanitary sewer system, improve system access for maintenance, and optimize future flexibility for expanded use of the adjacent warehouse. With this change order, the grease interceptor will be relocated to the northeast side of the building, and new gravity wastewater lines will tie into an existing wastewater manhole. This will eliminate the need for a lift station. Furthermore, additional kitchen drains will be added to appropriately accommodate previous kitchen area expansions.

   The scope of work for this change order generally includes:

   - Furnishing and installing a new dual-tank (1,000-gallon each) hydromechanical and gravity grease interceptor with stainless steel hardware.
   - Upgrading wastewater piping to Chlorinated Polyvinyl Chloride (CPVC) for outdoor exposure locations and Schedule 40 PVC for all underground lines.
   - Installing new insulated grease waste piping, insulated with 1½" Phenolic Foam, with jacket materials varying by location.
   - Installing an approximately 677-foot-long new heat trace system on all grease waste piping to maintain a temperature of 110°F, utilizing five circuits with pipe-mounted sensors and all associated electrical work.
   - Rerouting and installing a new sanitary system, which will require saw-cutting and breaking out concrete slab, excavating trench, laying new pipe, backfilling, and repouring concrete to match existing finishes. To reduce costs, the existing grease trap will be abandoned in place, filled with grout with ends capped.

The change order amount includes the requested additional manpower and resources to maintain the current contract substantial completion date. This change order amount also includes a credit of -$148,545 for an allowance included in the original contract for the grease trap and entry way drainage.

**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 capital budget with an allocation of $9,360,595 for the Ortiz Center Interior Improvements and an additional budget line item of $1,000,000 for the new Ortiz Center partitions. With this change order and all previous change orders combined, the total construction contract amount will be $12,750,742.10.

**STAFF RECOMMENDATION:** Staff recommends approval of a change order and an increase in contingency in the amount of $1,117,805 with South Texas Building Partners, Inc. associated with the Ortiz Center Interior Improvements Project for sanitary plumbing system improvements and relocation of the new grease trap.

**DEPARTMENTAL CLEARANCES:**

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

**LIST OF SUPPORTING DOCUMENTS:**

Exhibit
Change Order

# Ortiz Center Improvements and Refurbishment

## General Utility Improvements & Relocation of the New Grease Interceptor

**Port Commission Meeting**

June 17, 2025

**Rob J DeSantos, P.E. | Project Engineer**

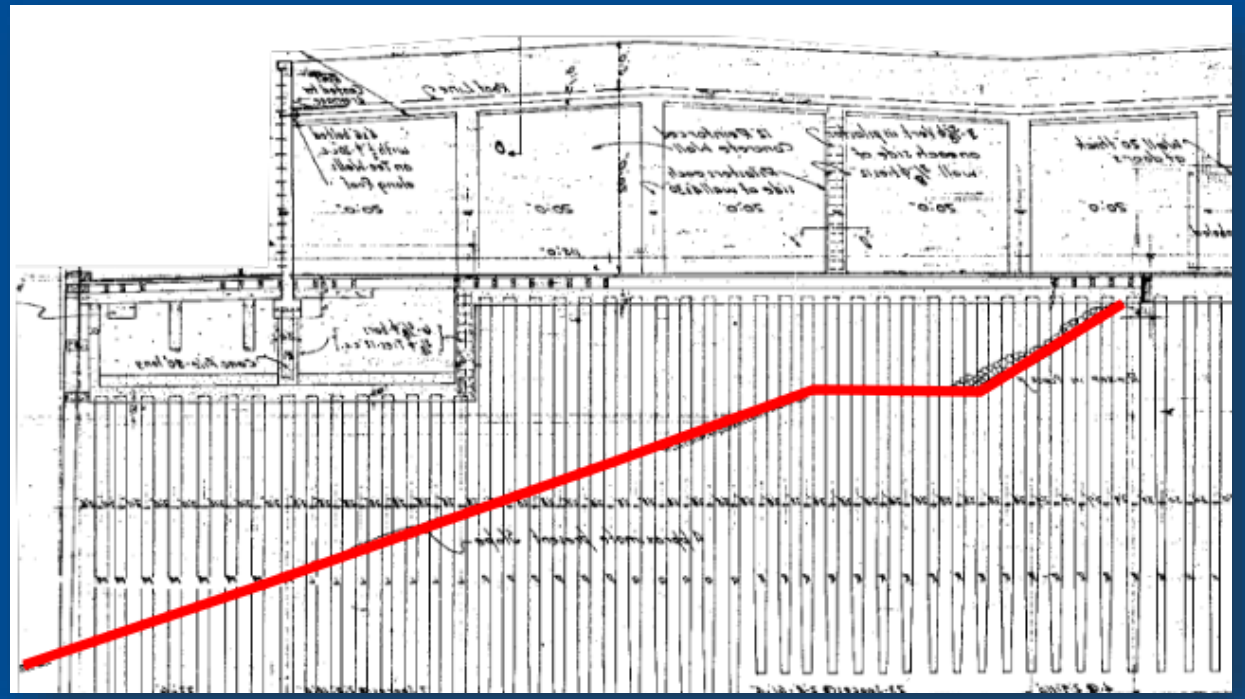
Presented by PORT CORPUS CHRISTI®

# Ortiz Center Improvements and Refurbishments

## Project Overview

### Facility Background

- The Solomon P. Ortiz International Center is an elegant waterfront event center that was constructed in the 1990's.
- It is an adaptive reuse of 1920s cotton warehouses.
- The facility is constructed on two distinct foundation systems: one portion is supported on land, while the other is built over a dock structure



### Overall Project Elements

**Interior improvements:** ***(On going)***

- Ballroom, Commission chambers and meeting rooms renovations
- Upgrade broadcast/media system
- Lobby reconfiguration and restrooms remodel

**HVAC systems repairs and replacement:** ***(On going)***

- Completed replacement of chilled water plant
- Installing the entire air-side system to meet current building and energy codes – and new VAV units and air handling units

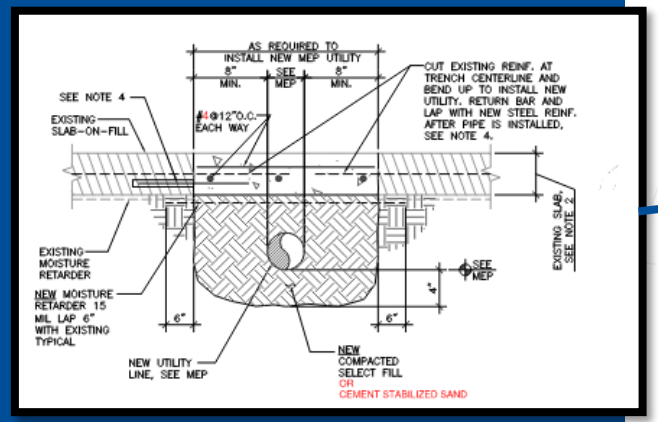
# Ortiz Center Improvements and Refurbishments

## Relocation of the New Grease Interceptor

### Scope of Work

- Eliminate inaccessible grease waste lift station under dock to reduce maintenance challenges
- Install new kitchen drains and plumbing under dock for expanded kitchen function
- Demolish slab/sidewalk for new grease interceptor and plumbing









Plan





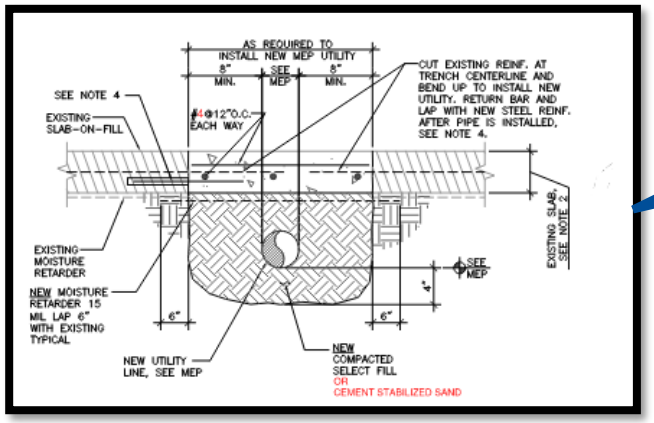
PORT CORPUS CHRISTI®

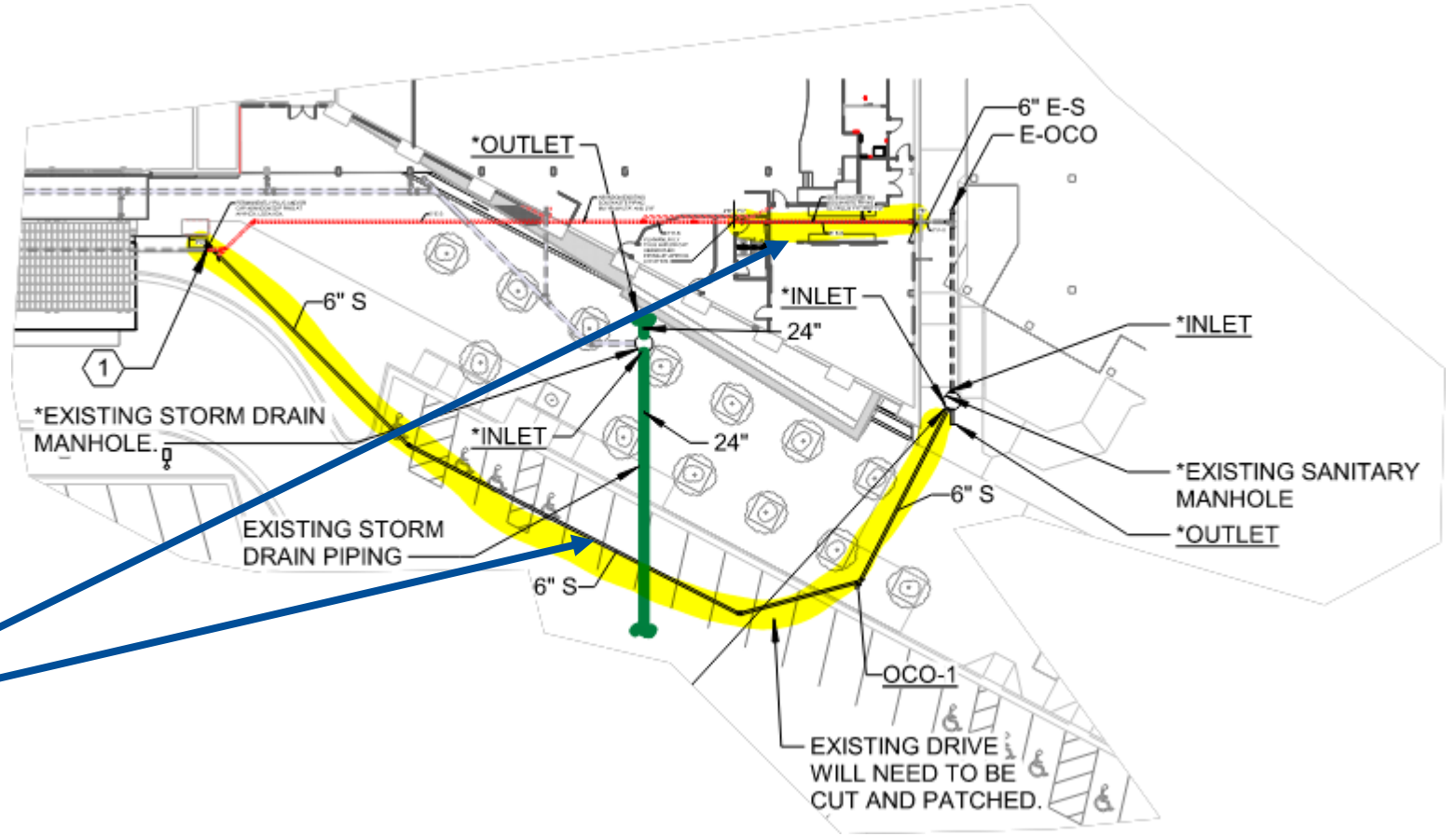
# Ortiz Center Improvements and Refurbishments

## Sanitary Sewer System Improvements

**Scope of Work:**

- Demolish sidewalk to remove failed waste line causing soil erosion and slab settlement
- Install new gravity line path around trees to existing manhole
- Replace interior waste line with belly
- Restore all disturbed sidewalk and paving areas







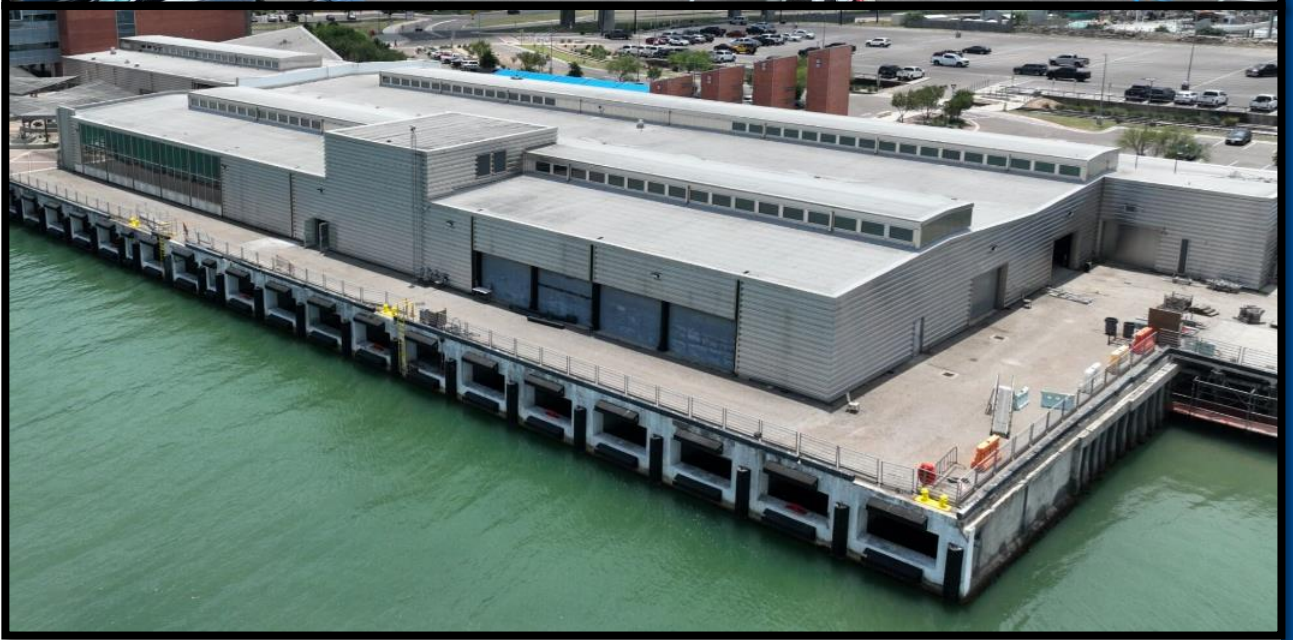



PORT CORPUS CHRISTI®

# Ortiz Center Improvements and Refurbishments

## Summary



### FINANCIAL

| | |
|---|---|
| • Original Contract Amount | $10,957,500.00 |
| • Previous Change Orders Total | $675,437.10 |
| • This Change order | $1,117,805.00 |
| | $12,750,742.10 |

### ACTION

- Staff recommends the approval of a Change Order in the amount $1,117,805 to South Texas Building Partners, Inc for construction services affiliated with the General Utility Improvements and Relocation of the New Grease Interceptor for the Ortiz Center.

### SCHEDULE

- No added time to contract under this change order.
- Notice of Substantial Completion (NSC) remains at the end of October.



PORT CORPUS CHRISTI

# Thank you

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# CHANGE ORDER

Change Order No. 15
June 17, 2025


**PROJECT:** Ortiz Center Interior Improvements
**PROJECT NUMBER:** 20-031D
**CONTRACTOR:** STBP, Inc.

**********

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

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

| | |
|---|---|
| Increase in Contract Amount: | $ 1,117,805.00 |
| Increase in Contract Time: | 0 days |

**********

| | |
|---|---|
| Awarded Contract Amount: | $ 10,957,500.00 |
| Total Amount of Previous Change Orders: | $ 675,437.10 |
| Amount of this Change Order: | $ 1,117,805.00 |
| Revised Contract Amount: | $ 12,750,742.10 |

| | |
|---|---|
| Notice to Proceed Date: | January 13, 2025 |
| Original Contract Time: | 272 days |
| Previous Changes in Contract Time: | 0 days |
| Calendar Days for this Change Order: | 0 days |
| Revised Contract Time: | 0 days |
| Required Completion Date: | October 12, 2025 |

**********

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

**Port of Corpus Christi Authority**

By: _____
Roberto DeSantos
Project Engineer

By: _____
Jacob E. Morales
Chief of Design and Construction

Date: _____

**Contractor**

By: _____

Name *(Printed)*: _____

Title: _____

Date: _____

**********

Codes for PCCA use only:

| VE | SC | OR | MD | SCH |
|---|---|---|---|---|
| _____ | _____ | _x_ | _____ | _____ |

DRAFT

PORT CORPUS CHRISTI®

# CHANGE ORDER

Change Order No. 15
June 17, 2025


**PROJECT:** Ortiz Center Interior Improvements
**PROJECT NUMBER:** 20-031D
**CONTRACTOR:** STBP, Inc.

**********

1. Increase in contract amount to include all labor and materials to upgrade the grease waste system, using Chlorinated Polyvinyl Chloride (CPVC) piping in outdoor areas and Schedule 40 PVC for all underground, sanitary, and storm lines. Only the grease waste piping will be insulated with 1½" Phenolic Foam, with jacket materials varying by location. A heat trace system will be installed on all grease waste piping to maintain a temperature of 110°F, utilizing five circuits with pipe-mounted sensors and all associated electrical work included. Work also involves concrete demolition for new piping and drains, followed by concrete and paving pour-back, resulting in 10-foot-wide trench patches and striping restoration. New drains will include trap guards. Existing grease traps will either be removed or abandoned and filled. Piping will tie in below the slab, and vent piping will terminate 6 inches above the finished floor. The work also includes restoring the concrete sidewalk and paving back to its original condition. Additional manpower and resources are being allocated to preserve the project schedule. See Exhibit A.

| | |
|---|---|
| Increase in contract amount | $ 1,266,350.00 |
| Increase in contract time | 0 Days |

2. Decrease in contract amount (Field Change Order 10) to deduct allowance amounts for the new Grease Trap and Entry Way wastewater line, which are included in contract amount. This allowance is no longer required. These allowance amounts are captured in the Price Proposal breakdown under times 1.13 Grease Trap and 1.41 Entry Way Drainage

| | |
|---|---|
| Increase in contract amount | $ -148,545.00 |
| Increase in contract time | 0 Days |

| | |
|---|---|
| **TOTAL INCREASE IN CONTRACT AMOUNT** | **$** 1,117,805.00 |
| **TOTAL INCREASE IN CONTRACT TIME** | **0 Days** |

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PORT CORPUS CHRISTI®
ENGINEERING SERVICES

# FIELD CHANGE

Field Change No. 10
June 17, 2025

PROJECT: Ortiz Center Interior Improvements
PROJECT NUMBER: 20-031D
CONTRACTOR: STBP, Inc.

---

Description for use of Allowances included in contract amount:

| | Price Proposal Breakdown Line Item | Contract Allowance | Remaining Balance from Previous Field Change | Actual cost | Remaining Balance |
|---|---|---|---|---|---|
| Grease Trap | 1.13 | $200,000.00 | **$122,400.00** | **$110,690.00** | **$11,710.00** |
| Entry Way Drainage | 1.41 | $150,000.00 | **$136,835.00** | **$0** | **$136,835.00** |

**Contractor is hereby authorized and instructed to make the modifications(s) and charges noted in table above.**

**Authorization to Expend Allowance Funds**:

1. PCCA authorizes to use allowance funds on items A-D in the amount of $110,690.00, as shown on the following page pertaining to Price Proposal Breakdown line item **1.13 - Grease Trap**.

2. PCCA authorizes the use of the project allowance remaining balance for **1.13 - Grease Trap** in the amount of **$11,710.00** and **1.41 - Entry Way Drainage** in the amount of **$136,835.00** toward ***Change Order #15 – Sanitary Sewer System and General Utility Improvements and Relocation of the new Grease Trap*** in an amount not to exceed **$148,545.00.**

Sketch of Field Modification:

1. See attached Exhibit A.

DRAFT

PORT CORPUS CHRISTI®
ENGINEERING SERVICES

# FIELD CHANGE

Field Change No. 10
June 17, 2025

PROJECT: Ortiz Center Interior Improvements
PROJECT NUMBER: 20-031D
CONTRACTOR: STBP, Inc.

---

Description for use of Price Proposal Breakdown item 1.13 Allowance funds included in contract amount:

A. Provide all labor and materials required for the electrical installation to supply power to the heat trace system, in accordance with the notes and drawings on Sheet E-201. Work includes providing a single-point power connection to each heat trace circuit as specified.

= **$10,690.00**

B. All labor and materials required for the concrete and asphalt improvements, as based on a site visit. Work includes the placement of washed aggregate concrete, totaling approximately 2,510 SF across multiple areas. This includes edge formwork, installation of #4 rebar at 16" on center each way, dowels with speed loads at 16" on center, and the placement of 5" thick 4000 PSI concrete with an aggregate finish. Additional scope includes saw cutting, installation of expansion joints with redwood and zip strips to match existing conditions, and site cleanup. Asphalt replacement will consist of 2½" thick Hot Mix Asphalt Concrete (HMAC) with striping

= **$77,875.00**

C. Demolition will be performed in accordance with the scope of work outlined in the new grease trap and plumbing drawings. This includes removing flooring and base in Rooms 119, 124, and 125, as well as in Corridor 113. All furniture and equipment in these areas will be relocated as needed to allow access for demolition work. The scope also includes the disposal and haul-off of all demolition debris.

= **$14,625.00**

D. Provide new VCT floor tile and base at 119, 124, 125 and 113 where floors will be demolished and excavated for the new grease interceptor piping.

= **$7,500.00**

**TOTAL = $110,690.00**

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PORT CORPUS CHRISTI®
ENGINEERING SERVICES

# FIELD CHANGE

Field Change No. 10
June 17, 2025

PROJECT: Ortiz Center Interior Improvements
PROJECT NUMBER: 20-031D
CONTRACTOR: STBP, Inc.

---

The Contractor shall carry out the Work in accordance with the following supplemental instructions without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.

**Port of Corpus Christi Authority**

By: _____
Roberto DeSantos
Project Engineer

Date: _____

**Contractor**

By: _____

Name *(Printed)*: _____

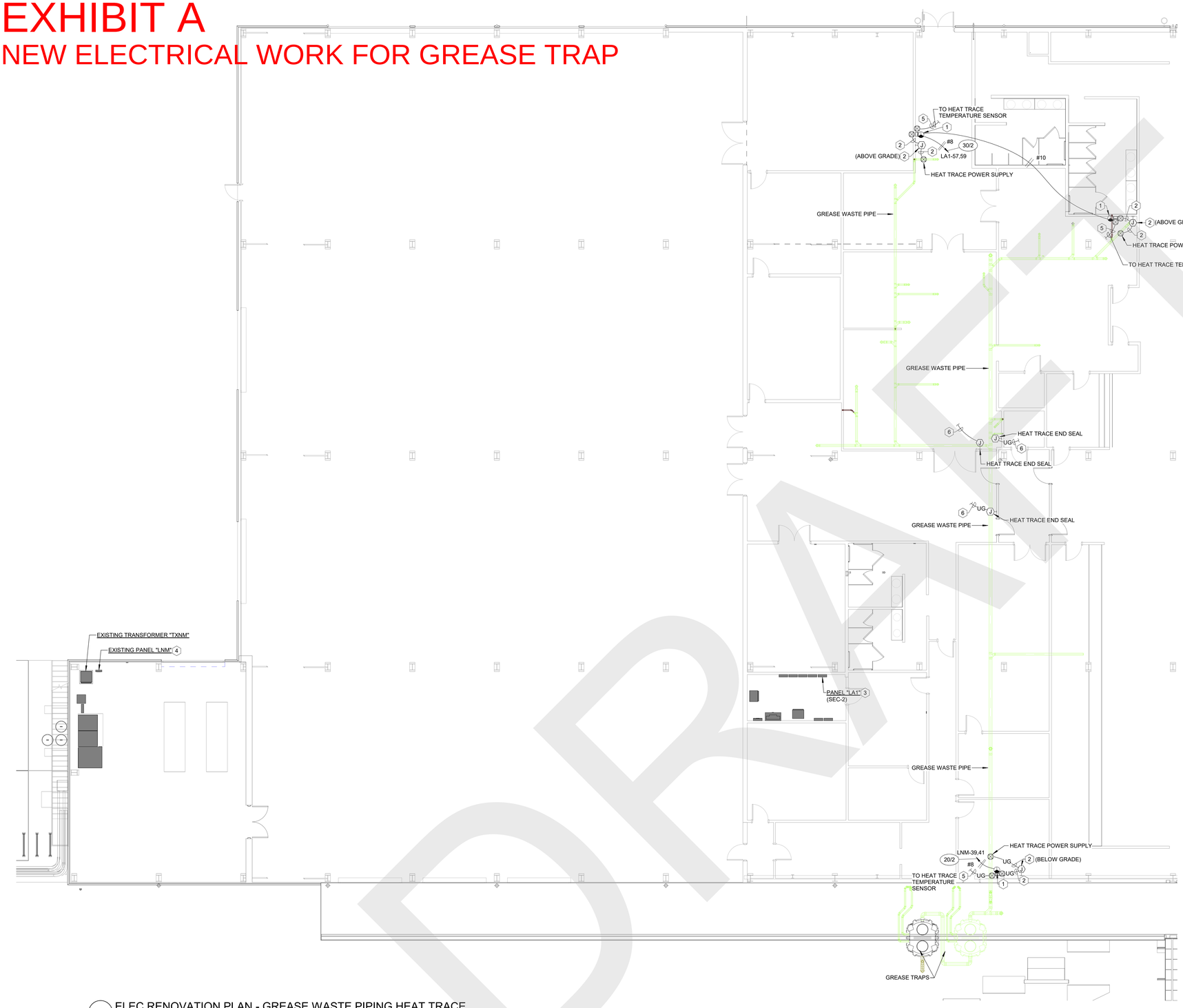
Title: _____

Date: _____

DRAFT

# EXHIBIT A

## NEW ELECTRICAL WORK FOR GREASE TRAP




1 ELEC RENOVATION PLAN - GREASE WASTE PIPING HEAT TRACE
1/8" = 1'-0"

GENERAL NOTES: (ELECTRICAL ONLY)

A. INFORMATION INCLUDED ON THIS DRAWING IS INTENDED TO INDICATE THE GENERAL CHARACTER AND EXTENT OF WORK REQUIRED. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
B. PROJECT DESIGN IS BASED UPON 2015 IECC AND 2017 NFPA.

KEYED NOTES:

1. PROVIDE POWER CONNECTION TO RAYCHEM ELECTRONIC CONTROLLER PROVIDED AND INSTALLED BY PLUMBING CONTRACTOR. COORDINATE LOCATION WITH PLUMBING CONTRACTOR.
2. PROVIDE JUNCTION BOX AND INSTALL AT LOCATION SELECTED BY PLUMBING CONTRACTOR. PROVIDE CONDUIT WITH PULLCORD FOR HEAT TAPE POWER SUPPLY CONDUCTORS AS INDICATED ON PLUMBING DETAILS. REFER TO PLUMBING DETAILS 4,5, AND 6 ON SHEET P-301 ON FOR ADDITIONAL REQUIREMENTS. ABOVE GRADE / BELOW GRADE AS INDICATED ON DRAWINGS.
3. CUTLER-HAMMER PRL1a PANELBOARD "LA1" (2-SECTION). PROVIDE NEW 30A/2P BREAKER IN SPACES 57 AND 59 FOR NEW RAYCHEM ELECTRONIC CONTROLLER.
4. SQUARE D QO LOAD CENTER "LNM". PROVIDE 20A/2P CIRCUIT BREAKER IN SPACES 39 AND 41 FOR NEW RAYCHEM ELECTRONIC CONTROLLER.
5. PROVIDE CONDUIT WITH PULLCORD FOR TEMPERATURE SENSOR. REFER TO PLUMBING DETAILS 4, 5, AND 6 ON SHEET P-301 ON FOR ADDITIONAL REQUIREMENTS.
6. PROVIDE JUNCTION BOX AND CONDUIT WITH PULLCORD FOR LIGHTED END SEAL AND INSTALL AT LOCATION SELECTED BY PLUMBING CONTRACTOR. REFER TO PLUMBING DETAILS 4, 5, AND 6 ON SHEET P-301 ON FOR ADDITIONAL REQUIREMENTS.

## ELECTRICAL LEGEND

NOTE: THIS IS A STANDARD LEGEND. ALL SYMBOLS AND ABBREVIATIONS HEREIN MAY NOT BE APPLICABLE TO THIS PROJECT.

| SYMBOL | DESCRIPTION |
|---|---|
| | RACEWAY WITH NUMBER OF CONDUCTORS INDICATED |
| IG | RACEWAY IN CONCRETE FLOOR SLAB AND/OR WALLS WITH NUMBER OF CONDUCTORS INDICATED |
| UG | UNDERGROUND RACEWAY |
| LA1,2 | PANEL AND CIRCUIT NUMBERS |
| | ARROWS INDICATE HOME RUN TO PANEL |
| 1" | CONDUIT SIZE IF INDICATED |
| 30/2 | BRANCH CIRCUIT BREAKER SIZE IN PANEL INDICATED IF OTHER THAN 1P20A |
| | NEUTRAL CONDUCTOR |
| | UNGROUNDED CONDUCTORS |
| #10 | CONDUCTOR SIZE INDICATED IF OTHER THAN NO. 12 AWG |
| | CONDUCTORS SHALL BE SIZE INDICATED FOR ENTIRE LENGTH OF CIRCUIT |
| C | CONTROL SYSTEM RACEWAY AND/OR CONDUCTORS - REFER TO SPECIFICATIONS FOR REQUIREMENTS |
| | CONDUIT CONTINUATION TO POINT NOTED |
| | ELECTRICAL BRANCH CIRCUIT PANEL AS NOTED |
| | DISTRIBUTION PANEL OR SWITCHBOARD AS NOTED |
| J | JUNCTION BOX |
| | 120 VOLT SINGLE PHASE CONNECTION TO EQUIPMENT NOTED |
| | 208 VOLT OR 240 VOLT SINGLE PHASE CONNECTION TO EQUIPMENT NOTED |
| | 208 VOLT OR 240 VOLT THREE PHASE CONNECTION TO EQUIPMENT NOTED |
| | 277 VOLT SINGLE PHASE CONNECTION TO EQUIPMENT NOTED |
| | 480 VOLT THREE PHASE CONNECTION TO EQUIPMENT NOTED |
| | CONTROL OUTLET AND CONNECTIONS AS REQUIRED |

| NO | REVISION | DATE |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

Project Name and Address:
ORTIZ CENTER INTERIOR IMPROVEMENTS
PORT OF CORPUS CHRISTI
402 HARBOR DRIVE
CORPUS CHRISTI, TEXAS 78401
PCCA Job Number: 20-031D

Sheet Title:
ELECTRICAL PLAN - GREASE WASTE PIPING HEAT TRACE

Key Plan

Firm Address and Name:
STRIDDE, CALLINS & ASSOCIATES INC.
CONSULTING ENGINEERS
MECHANICAL ELECTRICAL
(361) 883-9199
Fax (361) 883-9197
342 S. Navigation Blvd.
Corpus Christi, TX 78405-3618
Registration # F-006328

Seal:
STATE OF TEXAS
SCOTT E. STRIDDE
84531
LICENSED
PROFESSIONAL ENGINEER
05/13/2025

| | |
|---|---|
| Project No. | SCA 2023140 |
| Date Drwn. | 05/13/2025 |
| Drwn. By: | B.TUPA |
| Chkd. By: | S.STRIDDE |
| Scale: | As indicated |

Sheet No:
E-201

DRAFT

# EXHIBIT A

## DEMOLITION OF GREASE INTERCEPTOR AND EXISTING PLUMBING LINES

### PLUMBING DEMOLITION KEYED NOTES

1 DEMOLISH EXISTING P-TRAP AND PIPE RISER UP TO FLOOR DRAIN AND/OR FLOOR SINK CONNECTION AND PIPING INDICATED AS DASHED. TEMPORARILY PLUG FLOOR DRAIN AND/OR FLOOR SINK TO REMAIN IN PLACE AND SERVICE.

2 DEMOLISH EXISTING CLEANOUT AND PIPING INDICATED AS DASHED. TEMPORARILY PLUG EXISTING PIPING TO REMAIN.

3 DEMOLISH EXISTING PIPE RISER UP TO EXISTING PLUMBING FIXTURE AND PIPING INDICATED AS DASHED. TEMPORARILY CAP EXISTING PIPE RISER.

4 DEMOLISH EXISTING GREASE WASTE LIFT STATION, CONTROLS AND ASSOCIATED PIPING. CONTRACTOR SHALL FIELD VERIFY EXACT LOCATION OF EXISTING GREASE WASTE LIFT STATION. REFER TO PICTURE 2/P-101.

5 EXISTING KITCHEN GREASE TRAP SHALL BE DECOMMISSIONED. INLET AND OUTLET PIPES SHALL BE PERMANENTLY PLUGGED. TRAP TO BE FILLED WITH DIRT, RUBBLE AND TOPPED WITH SAND. TRAP LID AND CAP TO BE REMOVED AND CONCRETE TO BE INSTALLED OVER GREASE TRAP. PROVIDE NEW GREASE TRAP SYSTEM. REFER TO 2/P-201.

6 EXISTING GREASE WASTE SYSTEM (FORCED MAIN) EXTENDS THRU EXISTING AREA DRAIN STORM PIPE AT APPROXIMATE LOCATION. CONTRACTOR SHALL DEMOLISH EXISTING GREASE WASTE PIPE SYSTEM AND VERIFY THAT AREA DRAIN AND/OR AREA DRAIN PIPING IS NOT DAMAGED. IF AREA DRAIN AND/OR AREA DRAIN PIPING HAS BEEN DAMAGED CONTACTOR SHALL REPAIR DAMAGE.

7 DEMOLISH EXISTING SOIL/WASTE PIPING, P-TRAPS AND HANGERS. PIPING TO BE DEMOLISHED UP TO BOTTOM OF SLAB ALLOWING STUB-OUT FOR NEW CONNECTIONS.

### PLUMBING DEMOLITION GENERAL NOTES

1. CONTRACTOR SHALL REMOVE FROM THE PROJECT ALL DEMOLISHED MATERIALS NOT INDICATED AS SALVAGED MATERIAL FOR RE-USE.
2. AREAS WHERE DEMOLITION WORK EXISTS SHALL BE MARKED OFF AND INDICATED AS HAZARDOUS AREAS.
3. COORDINATE DEMOLITION ACTIVITIES WITH OTHER TRADES TO AVOID DISRUPTION, DELAY, OR DUPLICATION OF WORK.
4. CONTRACTOR SHALL IMMEDIATELY NOTIFY ARCHITECT IF DEMOLITION WORK ON ITEMS IS SUSPECTED TO INVOLVE ASBESTOS OR LEAD BASED PAINT NOT INDICATED AS A SCOPE OF WORK ITEM.
5. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL NECESSARY PERMITS, FEES, AND INSPECTIONS REQUIRED BY GOVERNING AUTHORITIES.
6. CONTRACTOR AND/OR REQUIRED CONTRACTOR PERSONNEL SHALL ACQUIRE AND MAINTAIN, THROUGH THE PROJECT, ALL REQUIRED LICENSES AND/OR CERTIFICATIONS REQUIRED BY GOVERNING AUTHORITIES TO PERFORM WORK AS REQUIRED BY THIS CONTRACT. LOSS OF REQUIRED LICENSES AND/OR CERTIFICATIONS SHALL NOT RELIEVE CONTRACTOR OF RESPONSIBILITIES.
7. FIELD VERIFY EXACT DIMENSIONS AND LOCATIONS OF WALL, DOORS, AND OTHER ARCHITECTURAL AND BUILDING STRUCTURES FROM ACTUAL MEASUREMENTS. ADJUST PIPE ROUTING AND ROUGH-IN LOCATIONS AS REQUIRED TO COORDINATE AND AT NO ADDITIONAL COST TO OWNER.
8. COVER ENDS OF EXPOSED PIPE AND EQUIPMENT WITH SHEET PLASTIC AND SECURE TO AVOID CONTAMINATION ENTERING SYSTEM.
9. ALL PIPING AND/OR FIXTURES SHOWN DASHED SHALL BE REMOVED.
10. LOCATIONS OF EXISTING SOIL, WASTE, VENT, AND WATER PIPING WERE OBTAINED FROM EXISTING DRAWINGS. CONTRACTOR MUST JOBSITE VERIFY EXACT LOCATION, AND SIZE OF PIPING. CONTRACTOR SHALL MAKE NECESSARY ADJUSTMENTS TO PROVIDE SERVICES AND CONNECTIONS REQUIRED TO NEW FIXTURES.
11. IN THE EVENT THAT UTILITIES OR SUBSTRUCTURES NOT SHOWN ON THE DRAWINGS ARE ENCOUNTERED, IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE ARCHITECT BEFORE PROCEEDING WITH INSTALLATION OF FIXTURES. ALL DAMAGED OR DISTURBED UTILITIES SHALL BE RECONSTRUCTED TO AS-IS OR BETTER CONDITION.



2 P-101 PICTURE - EXISTING GREASE WASTE LIFT STATION
1" = 1'-0"




1 P-101 PLUMBING DEMOLITION PLAN - KITCHEN AND WAREHOUSE
1/8" = 1'-0"
0' 4' 8' 16'

| NO | REVISION | DATE |
|---|---|---|
| | | |

Project Name and Address:
ORTIZ CENTER INTERIOR IMPROVEMENTS
PORT OF CORPUS CHRISTI
402 HARBOR DRIVE
CORPUS CHRISTI, TEXAS 78401
PCCA Job Number: 20-031D

Sheet Title:
PLUMBING DEMOLITION PLAN - KITCHEN AND WAREHOUSE

Key Plan



Firm Address and Name:
STRIDDE, CALLINS & ASSOCIATES INC.
CONSULTING ENGINEERS
MECHANICAL ELECTRICAL
(361) 883-9199
Fax (361) 883-9172
342 S. Navigation Blvd.
Corpus Christi, TX 78405-3618
Registration # F-006328

Seal




02/05/2025

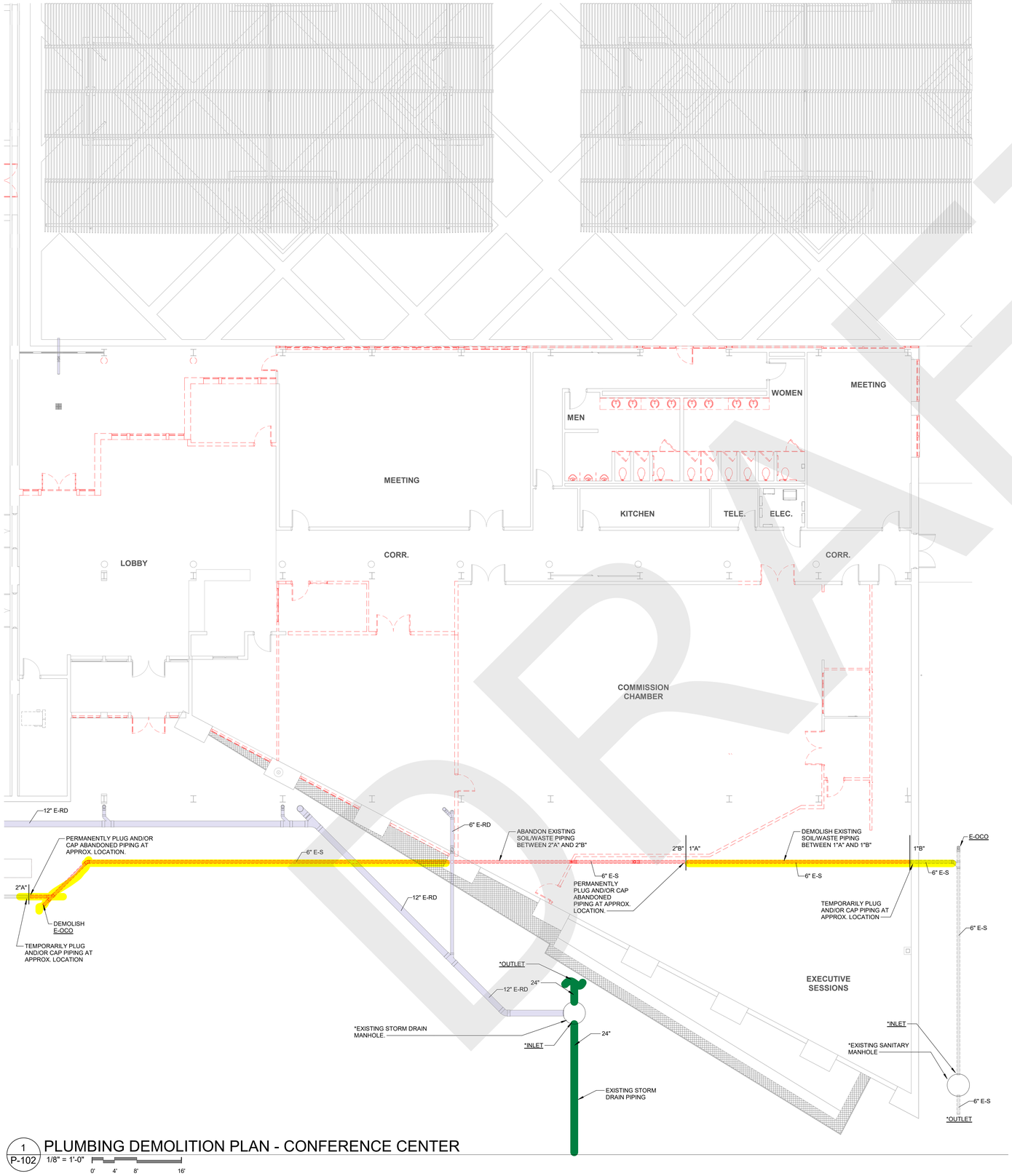
| | |
|---|---|
| Project No.: | SCA 2022140 |
| Date Drwn.: | 02/05/2025 |
| Drwn. By: | A.G. |
| Chkd. By: | A.G. |
| Scale: | As indicated |

Sheet No.: P-101

DRAFT

# EXHIBIT A

## DEMOLITION OF EXISTING PLUMBING LINES




1 P-102 PLUMBING DEMOLITION PLAN - CONFERENCE CENTER

1/8" = 1'-0"

0' 4' 8' 16'

### PLUMBING DEMOLITION GENERAL NOTES

1. CONTRACTOR SHALL REMOVE FROM THE PROJECT ALL DEMOLISHED MATERIALS NOT INDICATED AS SALVAGED MATERIAL FOR RE-USE.
2. AREAS WHERE DEMOLITION WORK EXISTS SHALL BE MARKED OFF AND INDICATED AS HAZARDOUS AREAS.
3. COORDINATE DEMOLITION ACTIVITIES WITH OTHER TRADES TO AVOID DISRUPTION, DELAY, OR DUPLICATION OF WORK.
4. CONTRACTOR SHALL IMMEDIATELY NOTIFY ARCHITECT IF DEMOLITION WORK ON ITEMS IS SUSPECTED TO INVOLVE ASBESTOS OR LEAD BASED PAINT NOT INDICATED AS A SCOPE OF WORK ITEM.
5. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL NECESSARY PERMITS, FEES, AND INSPECTIONS REQUIRED BY GOVERNING AUTHORITIES.
6. CONTRACTOR AND/OR REQUIRED CONTRACTOR PERSONNEL SHALL ACQUIRE AND MAINTAIN, THROUGH THE PROJECT, ALL REQUIRED LICENSES AND/OR CERTIFICATIONS REQUIRED BY GOVERNING AUTHORITIES TO PERFORM. WORK AS REQUIRED BY THIS CONTRACT. LOSS OF REQUIRED LICENSES AND/OR CERTIFICATIONS SHALL NOT RELIEVE CONTRACTOR OF RESPONSIBILITIES.
7. FIELD VERIFY EXACT DIMENSIONS AND LOCATIONS OF WALL, DOORS, AND OTHER ARCHITECTURAL AND BUILDING STRUCTURES FROM ACTUAL MEASUREMENTS. ADJUST PIPE ROUTING AND ROUGH-IN LOCATIONS AS REQUIRED TO COORDINATE AND AT NO ADDITIONAL COST TO OWNER.
8. COVER ENDS OF EXPOSED PIPE AND EQUIPMENT WITH SHEET PLASTIC AND SECURE TO AVOID CONTAMINATION ENTERING SYSTEM.
9. ALL PIPING AND/OR FIXTURES SHOWN DASHED SHALL BE REMOVED.
10. LOCATIONS OF EXISTING SOIL, WASTE, VENT, AND WATER PIPING WERE OBTAINED FROM EXISTING DRAWINGS. CONTRACTOR MUST JOBSITE VERIFY EXACT LOCATION. AND SIZE OF PIPING. CONTRACTOR SHALL MAKE NECESSARY ADJUSTMENTS TO PROVIDE SERVICES AND CONNECTIONS REQUIRED TO NEW FIXTURES.
11. IN THE EVENT THAT UTILITIES OR SUBSTRUCTURES NOT SHOWN ON THE DRAWINGS ARE ENCOUNTERED, IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE ARCHITECT BEFORE PROCEEDING WITH INSTALLATION OF FIXTURES. ALL DAMAGED OR DISTURBED UTILITIES SHALL BE RECONSTRUCTED TO AS-IS OR BETTER CONDITION.

| NO | REVISION | DATE |
|---|---|---|
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| | | |
| | | |

Project Name and Address:

ORTIZ CENTER INTERIOR IMPROVEMENTS
PORT OF CORPUS CHRISTI
402 HARBOR DRIVE
CORPUS CHRISTI, TEXAS 78401
PCCA Job Number: 20-031D

Sheet Title:

PLUMBING DEMOLITION PLAN - CONFERENCE CENTER

Key Plan

Firm Address and Name

STRIDDE, CALLINS & ASSOCIATES INC.
CONSULTING ENGINEERS
MECHANICAL • ELECTRICAL
(361) 883-9199
Fax (361) 883-9177
342 S. Navigation Blvd.
Corpus Christi, TX 78405-3618
Registration # F-006328

Seal

STATE OF TEXAS
R. DAVID MORALES
108769
LICENSED
PROFESSIONAL ENGINEER

05/12/25

| | | | |
|---|---|---|---|
| Project No.: | SCA 2023140 | Sheet No: | P-102 |
| Date Drwn.: | 05/12/25 | | |
| Drwn. By: | Author | | |
| Chkd. By: | Checker | | |
| Scale: | 1/8" = 1'-0" | | |

# EXHIBIT A

## NEW GREASE INTERCEPTOR AND PLUMBING LINES

### PLUMBING KEYED NOTES

1 CONNECT NEW SOIL/WASTE PIPING TO EXISTING SOIL/WASTE PIPING AT APPROXIMATE LOCATION. FIELD VERIFY SIZE AND LOCATION OF EXISTING PIPING.
2 CONNECT NEW GREASE WASTE PIPING TO EXISTING FLOOR DRAIN AND/OR FLOOR SINK CONNECTION POINT AT APPROXIMATE LOCATION. FIELD VERIFY SIZE AND LOCATION OF EXISTING PLUMBING FIXTURE.
3 CONNECT NEW GREASE WASTE PIPING TO EXISTING GREASE WASTE RISER CONNECTION POINT AT APPROXIMATE LOCATION. FIELD VERIFY SIZE AND LOCATION OF EXISTING PLUMBING RISER FOR EXISTING PLUMBING FIXTURE.
4 HEAT TRACE CONTROLLER. FINAL LOCATION TO BE JOBSITE DETERMINED. COORDINATE ELECTRICAL REQUIRMENTS WITH THE ELECTRICAL CONTRACTOR.
5 CONNECT NEW VENT PIPING TO EXISTING VENT PIPING. CONTRACTOR TO FIELD VERIFY EXISTING VENT LOCATIONS AND ENSURE PROPER SIZING.
6 CONNECT NEW SLOTDRAIN PIPING TO EXISTING 4" AREA DRAIN PIPING.
7 TERMINATE NEW 4" AREA DRAIN PIPING ABOVE WATER AT APPROXIMATE LOCATION.
8 CONNECT NEW SCH. 40 PVC PIPING TO EXISTING CAST-IRON ROOF DRAIN PIPING AT APPROXIMATE LOCATION.
9 NEW SCH. 40 PVC ROOF DRAIN TO TERMINATE RUN AND DISCHARGE FREELY INTO BAY. TURN-DOWN SHALL CLEAR EMBANKMENT. PIPING SHALL BE RUN ALONG AND FASTENED TO PARALLEL BEAM.
10 IF POSSIBLE, CONTRACTOR SHALL UTILIZE EXISTING PIPE SLEEVE BORE FOR NEW GREASE WASTE PIPING.
11 TRANSITION FROM STAINLESS STEEL TO SCH. 40 PVC PIPING AT APPROXIMATE LOCATION. REFER TO P-301 FOR CIRCUITS 1 AND 2 HEAT TRACE SCHEDULES.
12 CONNECT NEW SOIL/WASTE PIPING TO EXISTING FLOOR DRAIN CONNECTION POINT AT APPROXIMATE LOCATION. FIELD VERIFY SIZE AND LOCATION OF EXISTING PIPING.
13 CONNECT NEW SOIL/WASTE PIPING TO EXISTING FLOOR CLEANOUT CONNECTION POINT AT APPROXIMATE LOCATION. FIELD VERIFY SIZE AND LOCATION OF EXISTING PIPING.
14 CONNECT NEW 4" SOIL/WASTE PIPING TO EXISTING 6" SOIL/WASTE PIPING AT APPROXIMATE LOCATION. FIELD VERIFY SIZE, LOCATION AND DEPTH OF PIPING.

### PLUMBING GENERAL NOTES

1. FIELD ADJUSTMENT OF PLUMBING EQUIPMENT, FIXTURE AND PIPING MAY BE NECESSARY TO FIT FIELD CONDITIONS. COORDINATE WITH ARCHITECTURAL DRAWINGS AND OTHER TRADES. SUCH WORK SHALL BE COMPLETED AT NO COST TO THE OWNER, ARCHITECT, OR ENGINEER.
2. IN THE EVENT THAT UTILITIES OR SUBSTRUCTURES NOT SHOWN ON THE DRAWINGS ARE ENCOUNTERED, IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO CONSTRUCT THE WORK AS INTENDED AT NO INCREASE IN THE CONTRACT PRICE. ALL DAMAGED OR DISTURBED UTILITIES SHALL BE RECONSTRUCTED TO AS-IS OR BETTER CONDITION BY THE CONTRACTOR AT HIS EXPENSE.
3. FIELD VERIFY EXACT DIMENSIONS AND LOCATIONS OF WALLS, DOORS, GRADE BEAMS, ETC., BEFORE BEGINNING ANY CONSTRUCTION WORK. COORDINATE WITH ARCHITECTURAL PLANS. COORDINATE WITH OTHER TRADES.
4. PROVIDE DECORATIVE TRIM AROUND OPENINGS IN FINISHED AREAS. ESCUTCHEON PLATES SHALL BE CHROME PLATED BRASS.
5. SLOPE ALL DRAIN LINES AS INDICATED. WHERE SLOPE IS NOT INDICATED, USE A SLOPE OF 0.25 INCH PER FOOT. AT NO TIME SHALL SLOPE BE LESS THAN 0.25 INCH PER FOOT UNLESS A CONFLICT EXISTS AND CONTRACTOR CAN VERIFY THAT A MEDIAN FLUID VELOCITY OF 2 FT./SEC. CAN BE ACHIEVED AND MAINTAINED OR IS DIRECTED OTHERWISE BY OWNER'S REPRESENTATIVE.
6. MAKE ALL FINAL CONNECTIONS TO FIXTURES AND EQUIPMENT INCLUDING TRAPS, WATER SERVICE, DRAINS, AND DECORATIVE TRIM. PROVIDE SHUT OFF VALVES AT ALL FIXTURES AND EQUIPMENT. PROVIDE VACUUM BREAKERS WHERE INDICATED AND AS REQUIRED BY GOVERNING AUTHORITIES AND CODE REQUIREMENTS.
7. CERTAIN EQUIPMENT, INDICATED ON DRAWINGS WITH AN ASTERISK ( * ), IS FURNISHED BY OWNER AND/OR EQUIPMENT SPECIFIED ELSEWHERE, WHICH MAY REQUIRE ROUGH-IN AND FINAL CONNECTIONS BY THE CONTRACTOR. PRIOR TO INSTALLATION OF EQUIPMENT, CONTRACTOR SHALL OBTAIN CERTIFIED ROUGH-IN PRINTS OF EQUIPMENT. CONTRACTOR SHALL VERIFY THAT THESE PRINTS HAVE BEEN CHECKED BY THE ARCHITECT AND HAVE BEEN APPROVED BY THE ARCHITECT. NO ROUGH-IN SHALL BE DONE BY THE CONTRACTOR UNTIL CERTIFIED PRINTS ARE OBTAINED.
8. INDICATED LOCATIONS AND SIZES OF EXISTING WATER PIPING IS UNCLEAR. CONTRACTOR MUST JOBSITE VERIFY EXACT LOCATION AND SIZE OF PIPING. IF EXISTING PIPING IS AT LOCATION OTHER THAN THAT INDICATED, IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO MAKE NECESSARY ADJUSTMENTS TO PROVIDE SERVICES AND CONNECTIONS REQUIRED AT NO ADDITIONAL COST.

**HEAT TRACE FOR NEW STAINLESS STEEL GREASE WASTE PIPING SYSTEM FLOW MAINTENANCE**

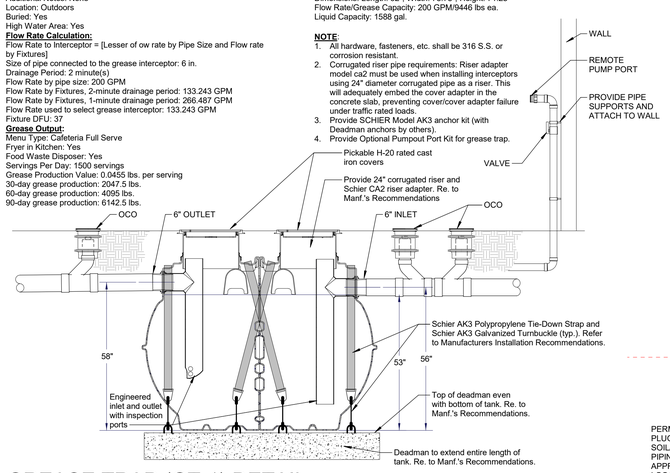
**APPROXIMATE TOTAL HEATER LENGTH:**
**677 FEET**, CONTRACTOR SHALL DETERMINE EXACT LENGHT OF PIPE DURING CONSTRUCTION.

**HEAT TRACE SYSTEM DESCRIPTION:**
COMPLETE PIPE PROTECTION SYSTEM FOR FLOW MAINTENANCE GREASE WASTE. SYSTEM CONSISTS OF A SELF-REGULATING HEATING CABLE, CONNECTION KITS, ACCESSORIES, AND ENERGY-EFFICIENT CONTROL, MONITORING, AND BUILDING MANAGEMENT SYSTEM (BMS) COMMUNICATION CAPABILITIES. THE HEATING CABLE SHALL HAVE A POLYOLEFIN JACKET FOR ABOVE GROUND, GREASE WASTE PIPING, AND A FLUOROPOLYMER JACKET FOR BELOW GROUND GREASE WASTE PIPING. REFER TO SPECIFICATIONS FOR CONTINUED INFORMATION.

**Sizing Details:**
Project Information
Construction Type: Interceptor Replacement
Additional Notes: None
Location: Outdoors
Buried: Yes
High Water Area: Yes
**Flow Rate Calculation:**
Flow Rate to Interceptor = [Lesser of ow rate by Pipe Size and Flow rate by Fixtures]
Size of pipe connected to the grease interceptor: 6 in.
Drainage Period: 2 minute(s)
Flow Rate by pipe size: 200 GPM
Flow Rate by Fixtures, 2-minute drainage period: 133.243 GPM
Flow Rate by Fixtures, 1-minute drainage period: 266.487 GPM
Flow Rate used to select grease interceptor: 133.243 GPM
Fixture DFU: 37
**Grease Output:**
Menu Type: Cafeteria Full Serve
Fryer in Kitchen: Yes
Food Waste Disposer: Yes
Servings Per Day: 1500 servings
Grease Production Value: 0.0455 lbs. per serving
30-day grease production: 2047.5 lbs.
60-day grease production: 4095 lbs.
90-day grease production: 6142.5 lbs.

**Recommended Grease Interceptor Description:**
The GB-1000 is a 1,000-gallon (2 req'd) hydromechanical and gravity grease interceptor
Dimensions: Length: 92", Width: 73.75", Height: 71.25"
Flow Rate/Grease Capacity: 200 GPM/9446 lbs ea.
Liquid Capacity: 1588 gal.

**NOTE**:
1. All hardware, fasteners, etc. shall be 316 S.S. or corrosion resistant.
2. Corrugated riser pipe requirements: Riser adapter model ca2 must be used when installing interceptors using 24" diameter corrugated pipe as a riser. This will adequately embed the cover adapter in the concrete slab, preventing cover/cover adapter failure under traffic rated loads.
3. Provide SCHIER Model AK3 anchor kit (with Deadman anchors by others).
4. Provide Optional Pumpout Port Kit for grease trap.




2 P-201 GREASE TRAP (GT-1) DETAIL
N.T.S.

SUSPENDED PIPE NOTE:
ALL NEW SOIL/WASTE AND GREASE WASTE PIPING TO BE SUSPENDED WITH CORROSION RESISTANT MATERIALS. WEDGE ANCHOR BOLTS SHALL BE DUPLEX 2205 316 STAINLESS STEEL. HANGER RODS SHALL BE LEE COMPOSITE FIBERGLASS RODS AND HARDWARE OR DUPLEX 2205 RODS, STAINLESS STEEL FOR MARINE GRADE. HANGERS SHALL BE LEE COMPOSITE PVC OR 316 STAINLESS STEEL UNISTRUT AND HARDWARE FOR UNISTRUT SHALL BE 316 STAINLESS STEEL OR FIBERGLASS.




1 P-201 PLUMBING RENOVATION PLAN - KITCHEN AND WAREHOUSE
1/8" = 1'-0"
0' 4' 8' 16'

| NO | REVISION | DATE |
|---|---|---|
| | | |

Project Name and Address:
ORTIZ CENTER INTERIOR IMPROVEMENTS
PORT OF CORPUS CHRISTI
402 HARBOR DRIVE
CORPUS CHRISTI, TEXAS 78401
PCCA Job Number: 20-031D
Sheet Title:
PLUMBING RENOVATION PLAN - KITCHEN AND WAREHOUSE

Key Plan

Firm Address and Name:
STRIDDE, CALLINS & ASSOCIATES INC.
CONSULTING ENGINEERS
MECHANICAL ELECTRICAL
(361) 883-9199
Fax (361) 883-9122
342 S. Navigation Blvd.
Corpus Christi, TX 78405-3615
Registration # F-006328

Seal:
STATE OF TEXAS
R. DAVID MORALES
106769
REGISTERED PROFESSIONAL ENGINEER
02/05/2025

| | |
|---|---|
| Project No.: | 2023145 |
| Date Drwn.: | 02/05/2025 |
| Drwn. By: | A.G. |
| Chkd. By: | A.G. |
| Scale: | As indicated |
| Sheet No: | P-201 |

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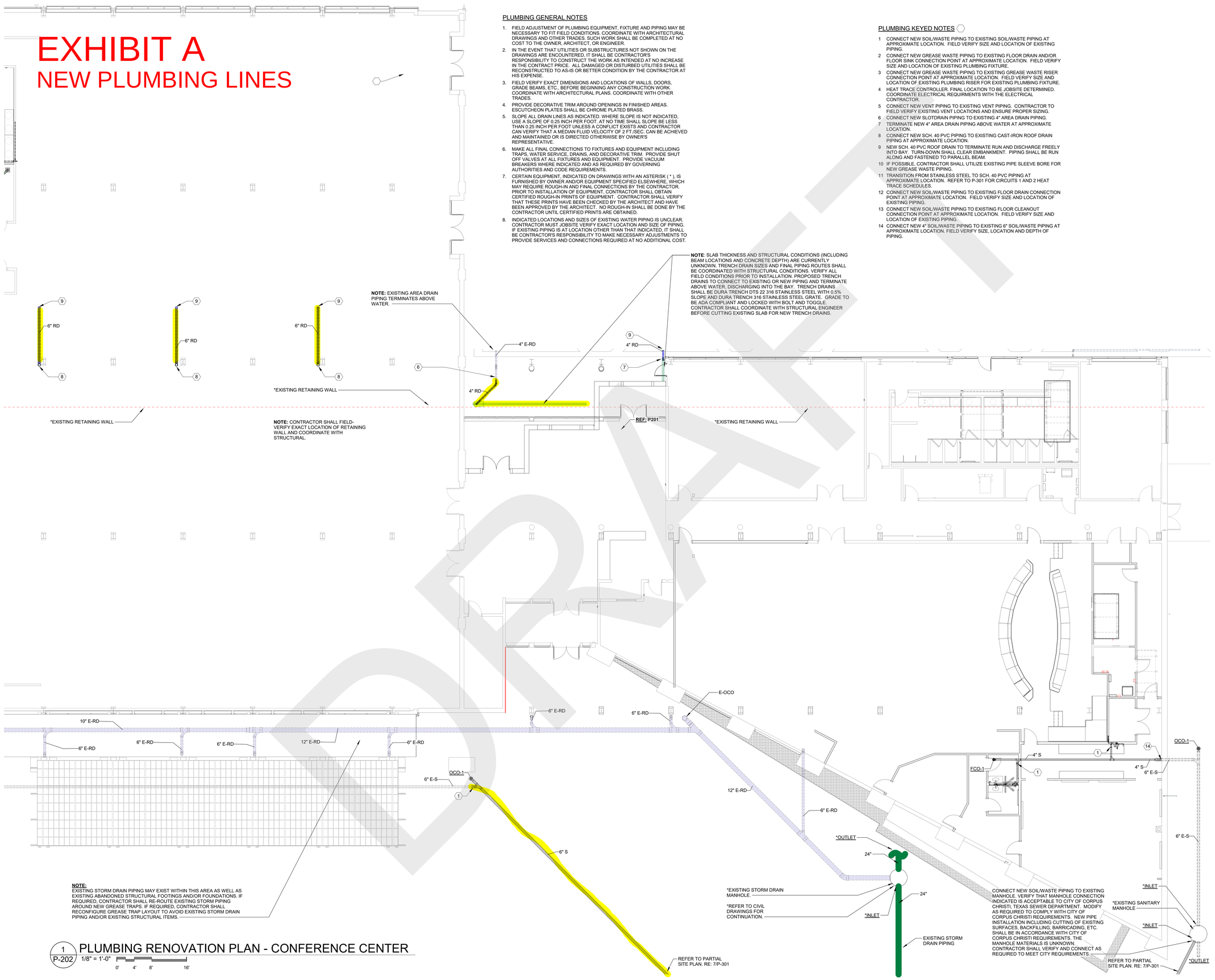
# EXHIBIT A
## NEW PLUMBING LINES

### PLUMBING GENERAL NOTES

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3. FIELD VERIFY EXACT DIMENSIONS AND LOCATIONS OF WALLS, DOORS, GRADE BEAMS, ETC., BEFORE BEGINNING ANY CONSTRUCTION WORK. COORDINATE WITH ARCHITECTURAL PLANS. COORDINATE WITH OTHER TRADES.
4. PROVIDE DECORATIVE TRIM AROUND OPENINGS IN FINISHED AREAS. ESCUTCHEON PLATES SHALL BE CHROME PLATED BRASS.
5. SLOPE ALL DRAIN LINES AS INDICATED. WHERE SLOPE IS NOT INDICATED, USE A SLOPE OF 0.25 INCH PER FOOT. AT NO TIME SHALL SLOPE BE LESS THAN 0.25 INCH PER FOOT UNLESS A CONFLICT EXISTS AND CONTRACTOR CAN VERIFY THAT A MEDIAN FLUID VELOCITY OF 2 FT./SEC. CAN BE ACHIEVED AND MAINTAINED OR IS DIRECTED OTHERWISE BY OWNER'S REPRESENTATIVE.
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### PLUMBING KEYED NOTES

1 CONNECT NEW SOIL/WASTE PIPING TO EXISTING SOIL/WASTE PIPING AT APPROXIMATE LOCATION. FIELD VERIFY SIZE AND LOCATION OF EXISTING PIPING.
2 CONNECT NEW GREASE WASTE PIPING TO EXISTING FLOOR DRAIN AND/OR FLOOR SINK CONNECTION POINT AT APPROXIMATE LOCATION. FIELD VERIFY SIZE AND LOCATION OF EXISTING PLUMBING FIXTURE.
3 CONNECT NEW GREASE WASTE PIPING TO EXISTING GREASE WASTE RISER CONNECTION POINT AT APPROXIMATE LOCATION. FIELD VERIFY SIZE AND LOCATION OF EXISTING PLUMBING RISER FOR EXISTING PLUMBING FIXTURE.
4 HEAT TRACE CONTROLLER. FINAL LOCATION TO BE JOBSITE DETERMINED. COORDINATE ELECTRICAL REQUIRMENTS WITH THE ELECTRICAL CONTRACTOR.
5 CONNECT NEW VENT PIPING TO EXISTING VENT PIPING. CONTRACTOR TO FIELD VERIFY EXISTING VENT LOCATIONS AND ENSURE PROPER SIZING.
6 CONNECT NEW SLOTDRAIN PIPING TO EXISTING 4" AREA DRAIN PIPING.
7 TERMINATE NEW 4" AREA DRAIN PIPING ABOVE WATER AT APPROXIMATE LOCATION.
8 CONNECT NEW SCH. 40 PVC PIPING TO EXISTING CAST-IRON ROOF DRAIN PIPING AT APPROXIMATE LOCATION.
9 NEW SCH. 40 PVC ROOF DRAIN TO TERMINATE RUN AND DISCHARGE FREELY INTO BAY. TURN-DOWN SHALL CLEAR EMBANKMENT. PIPING SHALL BE RUN ALONG AND FASTENED TO PARALLEL BEAM.
10 IF POSSIBLE, CONTRACTOR SHALL UTILIZE EXISTING PIPE SLEEVE BORE FOR NEW GREASE WASTE PIPING.
11 TRANSITION FROM STAINLESS STEEL TO SCH. 40 PVC PIPING AT APPROXIMATE LOCATION. REFER TO P-301 FOR CIRCUITS 1 AND 2 HEAT TRACE SCHEDULES.
12 CONNECT NEW SOIL/WASTE PIPING TO EXISTING FLOOR DRAIN CONNECTION POINT AT APPROXIMATE LOCATION. FIELD VERIFY SIZE AND LOCATION OF EXISTING PIPING.
13 CONNECT NEW SOIL/WASTE PIPING TO EXISTING FLOOR CLEANOUT CONNECTION POINT AT APPROXIMATE LOCATION. FIELD VERIFY SIZE AND LOCATION OF EXISTING PIPING.
14 CONNECT NEW 4" SOIL/WASTE PIPING TO EXISTING 6" SOIL/WASTE PIPING AT APPROXIMATE LOCATION. FIELD VERIFY SIZE, LOCATION AND DEPTH OF PIPING.




1 P-202 PLUMBING RENOVATION PLAN - CONFERENCE CENTER
1/8" = 1'-0"
0' 4' 8' 16'

| NO | REVISION | DATE |
|---|---|---|
| | | |

Project Name and Address
ORTIZ CENTER INTERIOR IMPROVEMENTS
PORT OF CORPUS CHRISTI
402 HARBOR DRIVE
CORPUS CHRISTI, TEXAS 78401
PCCA Job Number: 20-031D

Sheet Title
PLUMBING RENOVATION PLAN - CONFERENCE CENTER

Key Plan

Firm Address and Name
STRIDDE, CALLINS & ASSOCIATES INC.
CONSULTING ENGINEERS
MECHANICAL ELECTRICAL
(361) 883-9199
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342 S. Navigation Blvd.
Corpus Christi, TX 78405-3618
Registration # F-006328

Seal
STATE OF TEXAS
R. DAVID MORALES
108769
LICENSED
PROFESSIONAL ENGINEER
04/03/25

| | |
|---|---|
| Project No.: | SCA 2022140 |
| Date Drwn.: | 04/03/25 |
| Drwn. By: | Author |
| Chkd. By: | Checker |
| Scale: | As indicated |

Sheet No.
P-202

DRAFT

# EXHIBIT A

## NEW PLUMBING LINES

### PLUMBING ABBREVIATIONS

| | |
|---|---|
| LAV. | LAVATORY |
| UR. | URINAL |
| SK. | SINK |
| SH. | SHOWER |
| ESEW. | EMERGENCY SHOWER EYEWASH |
| MB. | MOP BASIN |
| EWC. | ELECTRIC WATER COOLER |
| WC. | WATER CLOSET |
| UR. | URINAL |
| WVB. | WATER VALVE BOX |
| CDB. | CONDENSATE DRAIN BOX |
| DF. | DRINKING FOUNTAIN |
| RC. | REMOTE CHILLER |
| DISP. | DISPOSAL |
| EWH. | ELECTRIC WATER HEATER |
| GWH. | GAS WATER HEATER |
| FD. | FLOOR DRAIN |
| FS. | FLOOR SINK |
| FCO. | FLOOR CLEANOUT |
| OCO. | OUTSIDE CLEANOUT |
| RD. | ROOF DRAIN |
| ORD. | OVERFLOW ROOF DRAIN |
| HB. | HOSE BIBB |
| HWCP. | HOT WATER CIRCULATING PUMP |
| WCO. | WALL CLEANOUT |

| | |
|---|---|
| C. | COLD WATER PIPING |
| H. | HOT WATER PIPING |
| HR. | HOT WATER RETURN PIPING |
| TW. | TEMPERED WATER PIPING |
| A. | AIR PIPING |
| OW. | OIL WASTE PIPING |
| S. | SOIL / WASTE PIPING |
| V. | VENT PIPING |
| G. | GAS PIPING |
| FL. | FIRE LINE PIPING |
| D. | DRAIN PIPING |
| TP. | TRAP PRIMER |
| VR. | VACUUM RELIEF VALVE |
| T-P VA. | TEMPERATURE-PRESSURE RELIEF VALVE |
| GD. | GRATE DRAIN |
| UM. | UTILITY MARKER |
| AC. | AIR CHAMBER |
| VTR. | VENT THRU ROOF |
| FTR. | FLUE THRU ROOF |
| VA. | VALVE |
| CK. VA. | CHECK VALVE |
| GC. | GAS COCK |
| HD. | HUB DRAIN |
| AP. | ACCESS PANEL |
| CO. | CLEANOUT |
| CONTR. | CONTRACTOR |
| DN. | DOWN |

DOMESTIC WATER PIPING
DOMESTIC HOT WATER PIPING
DOMESTIC HOT WATER RETURN PIPING
SOIL/WASTE PIPING
VENT PIPING
GREASE WASTE PIPING
FIRE LINE PIPING
GAS PIPING
DRAIN PIPING
ROOF DRAIN PIPING

NOTES:

(1) - THIS IS A STANDARIZED ABBREVIATION LEGEND. ALL ABBREVIATIONS HEREIN MAY NOT BE APPLICABLE TO THIS PROJECT.

(2) - PIPING SYMBOL HAVING THE LETTER "E" BEFORE THE SYMBOL DENOTES EXISTING PIPING FOR COLD WATER, HOT WATER, SOIL, WASTE AND VENT PIPING, ETC.

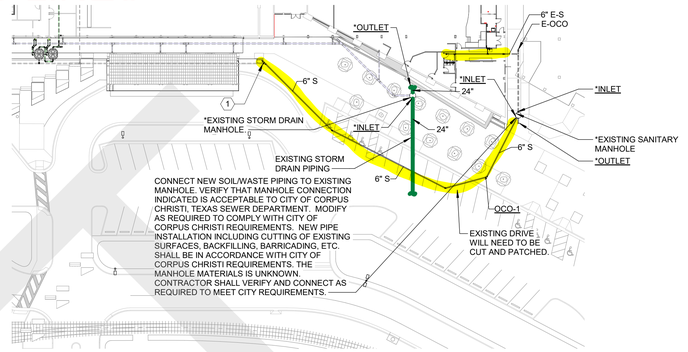
### PLUMBING APPROVED MANUFACTURER SCHEDULE

| | | |
|---|---|---|
| HOSE BIBBS | DEARBORN | McGUIRE |
| | BRASS CRAFT | ROYAL BRASS |
| THERMOSTATIC MIXING VALVES | LEONARD | ARMSTRONG |
| | WATTS | POWERS |
| FLOOR DRAINS, FLOOR CLEANOUTS, WALL CLEANOUTS, AND OUTSIDE CLEANOUTS | ZURN | JOSAM |
| | WATTS | SMITH |

### PLUMBING FIXTURE SCHEDULE

| Type Mark | Manf. | Model | ADA Compliant | Description | Accessories | Count |
|---|---|---|---|---|---|---|
| FCO-1 | WATTS | CO-204-R | No | Floor Cleanout with Round Top, epoxy coated cast iron floor cleanout, nickel bronze adjustable strainer, removable gas tight gasketed brass cleanout plug and vandal proof Torx head screws. | | 8 |
| OCO-1 | WATTS | CO-300-MF | No | Watts Drainage Products CO-300-MF epoxy coated cast iron access housing with anchor flanges and extra heavy duty ductile iron cover. | | 8 |
| FS-1 | WATTS | FS-793 | No | 12 Inch Square x 8 Inch Deep Stainless Steel Sanitary Floor Sink, 14 gauge, type 304, stainless steel grate and dome bottom strainer, no hub outlet, 3/4 grate, and sediment bucket. | | 1 |
| FS-2 | WATTS | FD-464 | No | Watts Drainage FD-460 epoxy coated cast iron area drain with anchor flange, weepholes, 12-3/4 in. x 12-3/4 in. (324 x 324mm) square adjustable top with heel proof ductile iron tractor grate, and no hub (standard) outlet. | | 4 |
| FD-1 | WATTS | FD-103-A6 | No | Finished Area Floor Drain with Round Strainer | | 5 |
| FD-2 | WATTS | FD-103-EG | No | Finished Area Floor Drain with Round Strainer and oval funnel. Epoxy coated cast iron body floor drain, round nickel bronze adjustable strainer, I.C., clamping collar, vandal proof Torx head screws, deep seal p-trap, oval funnel and Trap Guard insert. | | 1 |
| GT-1 | SCHIER PRODUCTS | GB-1000 | No | Plumbing contractor shall provide a grease interceptor where indicated on the Drawings. Grease interceptor shall conform to all code requirements of the City of Corpus Christi, Texas. Grease interceptor model # GB-1000 shall be lifetime guaranteed and made in USA of seamless, rotationally-molded polyethylene. Flow control cartridge shall be PVC. Interceptor shall be furnished for below grade installation. Interceptor shall be certified to ASME A112.14.3 (Type C) and CSA B481.1, with adjustable cover adapters, Safety Star® access restrictor built into each cover adapter, built-in flow control and three outlet options. Interceptor flow rate shall be 200 GPM. Interceptor grease capacity shall be 5,495 lbs. Cover shall provide water/gas-tight seal and have minimum 16,000 lbs. load capacity. Interceptor shall be furnished with field cut riser model # FCR2 to enable access for below grade installation. Interceptor shall be furnished with pumpout port kit model #PP3 to enable remote pumpout and high water kit for each unit. | PUMPOUT PORT - Schier PP3,/ | 2 |

Grand total: 29




7 P-301 PARTIAL PLUMBING SITE PLAN
1" = 40'-0"

HEAT TRACE PARAMETERS IS FOR GUIDELINE PURPOSES ONLY. TOTAL LENGTH OF PIPING IS BASED ON EXISTING DRAWINGS AND/OR ASSUMPTIONS. CONTRACTOR SHALL VERIFY LENGTH, SIZE AND LOCATION OF NEW GREASE WASTE PIPE SYSTEM. CONTRACTOR SHALL WORK WITH THE HEAT TRACE MANUFACTURER AFTER TOTAL LENGTH OF GREASE WASTE PIPING HAS BEEN DETERMINED.

**HEAT TRACE PARAMETERS**
**Circuit-1 Above Ground**

| | | | |
|---|---|---|---|
| Heat Loss | 10.70 W/ft | Location | Outdoor |
| Insulation K-Factor | 0.190 BTU-in/hr-ft²-°F | Maintain | 115°F |
| Heater Catalog Number | 12XLE2-CT | Min. Ambient | 25°F |
| Heater Power Output | 5.81 W/ft | Pipe Type | Stainless Steel AISI316L |
| Heater Length for Spare | 24 ft | Voltage | 208 V |
| Trace Ratio | 2 | Max. Breaker Size | 30 |
| Cable Set Quantity | 2 | Temperature Control | Line Sensing - no failure alarm |
| Maximum Heater Length | 295.2 ft | Ground Fault Protection | Yes |
| Total Heater Length | 506.0 ft | Connection Kits | RayClic Fast Connection System |
| Heater Length for Pipe | 478.0 ft | Heater Outer Jacket | CT - Fluoropolymer |
| Segment Operating Load | 3.33 kW | Heater Attachment | Auto-Select |
| Circuit Length | 239 ft | Startup | 60°F |
| Circuit CB Current | 19.4 A | Heat Loss Safety Factor | 10% |
| Circuit Operating Current | 6.7 A | | |
| Circuit Operating Load | 1.67 kW | | |

**HEAT TRACE BILL OF MATERIALS**
**Circuit-1 Above Ground**

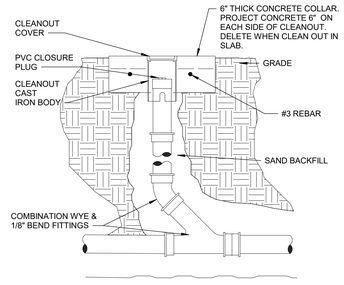
| CATALOG NUMBER | DESCRIPTION | QUANTITY |
|---|---|---|
| 12XLE2-CT | 12W/ft, 240V Raychem Self-Reg Heating Cable | 506 ft |
| RAYCLIC-PC | Power connection and end seal (RAYCLIC-SB-04 included). | 2 ea |
| RTD10CS | RTD with 10ft stainless flexible armor -76F to 400F | 2 ea |
| C910-485 | Raychem 1pt controller, 2 pole 30A EMR, RS-485 | 2 ea |
| GS-54 | Glass tape (54ft/roll) | 15.6 roll |
| ETL | Electric-Traced label | 24 ea |

**HEAT TRACE PARAMETERS**
**Circuit-2 Below Ground**

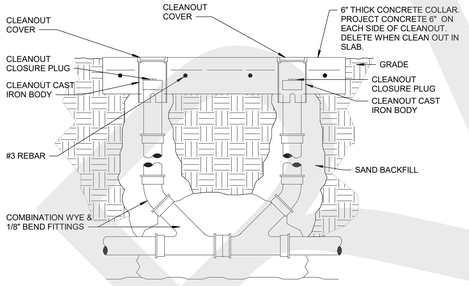
| | | | |
|---|---|---|---|
| Heat Loss | 9.98 W/ft | Location | Buried |
| Insulation K-Factor | 0.344 BTU-in/hr-ft²-°F | Maintain | 115°F |
| Heater Catalog Number | 12XLE2-CT | Min. Ambient | 60°F |
| Heater Power Output | 5.81 W/ft | Pipe Type | Stainless Steel AISI316L |
| Heater Length for Spare | 17 ft | Voltage | 208 V |
| Trace Ratio | 2 | Max. Breaker Size | 30 |
| Cable Set Quantity | 1 | Temperature Control | Line Sensing - no failure alarm |
| Maximum Heater Length | 370.6 ft | Ground Fault Protection | Yes |
| Total Heater Length | 250 ft | Connection Kits | Heat-Shrink Connection System (if applicable) |
| Heater Length for Pipe | 226 ft | Heater Outer Jacket | CT - Fluoropolymer |
| Segment Operating Load | 1.58 kW | Heater Attachment | Auto-Select |
| Circuit Length | 226.0 ft | Startup | 60°F |
| Circuit CB Current | 14.6 A | Heat Loss Safety Factor | 10% |
| Circuit Operating Current | 6.30 A | | |
| Circuit Operating Load | 1.58 kW | | |

**HEAT TRACE BILL OF MATERIALS**
**Circuit-2 Below Ground**

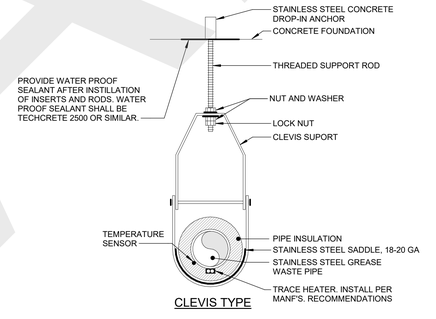
| CATALOG NUMBER | DESCRIPTION | QUANTITY |
|---|---|---|
| 12XLE2-CT | 12W/ft, 240V Raychem Self-Reg Heating Cable | 250 ft |
| FTC-XC | Heat shrink power connection and end seal for conduit use. | 1 ea |
| RTD10CS | RTD with 10ft stainless flexible armor -76F to 400F | 1 ea |
| C910-485 | Raychem 1pt controller, 2 pole 30A EMR, RS-485 | 1 ea |
| GS-54 | Glass tape (54ft/roll) | 7.4 roll |
| ETL | Electric-Traced label | 12 ea |



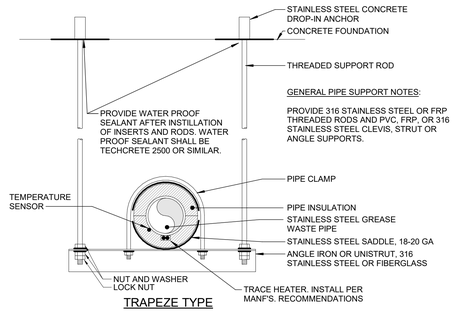

1 P-301 TYPICAL OUTSIDE CLEANOUT (OCO) DETAIL
N.T.S.




2 P-301 TYPICAL TWO-WAY OUTSIDE CLEANOUT (TWCO) DETAIL
N.T.S.

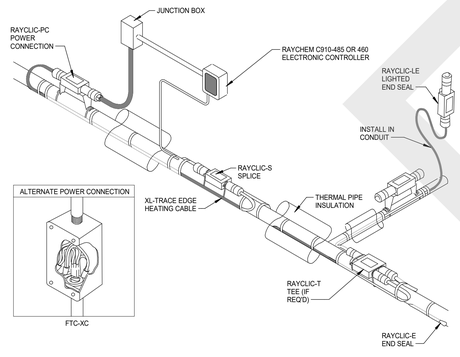



CLEVIS TYPE



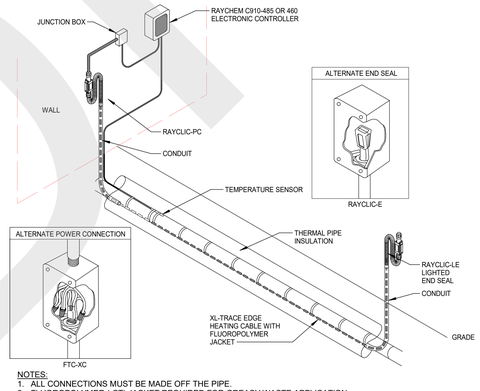

TRAPEZE TYPE

3 P-301 DETAIL - CLEVIS PIPE SUPPORT (INSULATED PIPING)
N.T.S.



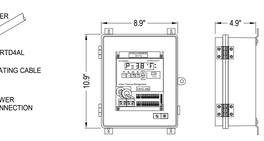

NOTES:
1. RAYCLIC-PC AND FTC-XC POWER CONNECTION KITS INCLUDE RAYCLIC-E END SEAL.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. DO NOT SCALE DRAWING.
4. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
5. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
6. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 3408-054.

4 P-301 TYP. ABOVE GROUND PIPING INSTALLATION DETAIL
N.T.S.




NOTES:
1. ALL CONNECTIONS MUST BE MADE OFF THE PIPE.
2. FLUOROPOLYMER (-CT) JACKET REQUIRED FOR GREASY WASTE APPLICATION.
3. RAYCLIC-PC AND FTC-XC POWER CONNECTION KITS INCLUDE RAYCLIC-E END SEAL.
4. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
5. DO NOT SCALE DRAWING.
6. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
7. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
8. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 3408-054.

5 P-301 TYPICAL UNDERGROUND PIPING INSTALLATION DETAIL
N.T.S.




RAYCHEM FREEZE PROTECTION HEATING CABLE SYSTEM DIAGRAM

(1) FEED FROM STANDARD CIRCUIT BREAKER 120-277V, 30A MAX.

C910-485 CONTROLLER
TO HEATING CABLE
UP TO (2) FIELD MOUNTED RTDS
nVENT RAYCHEM MONI-RTD-WIRE OR BELDEN #8771 OR CAROL #C2526 CONDUCTOR (3-CONDUCTOR, 22 AWG SHIELDED CABLE OF 20 OHM MAXIMUM PER CONDUCTOR)

C910 SYSTEM CONTROL SCHEMATIC




C910-485 CONTROLLER FRONT VIEW
C910-485 CONTROLLER SIDE VIEW

MANUFACTURER NOTES:
1. PARTIAL PIPE INSULATION SHOWN FOR CLARITY. ALL PIPES MUST BE FULLY INSULATED PER THE XL-TRACE EDGE SYSTEM INSTALLATION AND OPERATION MANUALS.
2. HEATING CABLE (PLUMING, MECHANICAL, FIRE PROTECTION, DOMESTIC WATER) - MAINTAIN 40F USING nVENT RAYCHEM XL - TRACE EDGE SELF-REGULATING HEATING CABLE MANUFACTURED BY nVENT THERMAL MANAGEMENT. THE HEATING CABLE SHALL OPERATE ON LINE VOLTAGES OF 208-277 VOLTS WITHOUT THE USE OF TRANSFORMERS. FOR ABOVE GROUND PIPING HEATING CABLE SHALL HAVE POLYOLEFIN (-CR) OUTER JACKET, WHERE AS FOR BELOW GROUND PIPING HEATING CABLE SHALL HAVE AN FLUOROPOLYMER (-CT) OUTER JACKET.

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 3408-368.

6 P-301 TYP. CONTROL SYSTEM - XL-TRACE EDGE HEATING CABLE
N.T.S.

| NO | REVISION | DATE |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

Project Name and Address:
ORTIZ CENTER INTERIOR IMPROVEMENTS
PORT OF CORPUS CHRISTI
402 HARBOR DRIVE
CORPUS CHRISTI, TEXAS 78401
PCCA Job Number: 20-031D

Sheet Title:
PLUMBING SCHEDULES AND DETAILS

Key Plan

Firm Address and Name:
STRIDDE, CALLINS & ASSOCIATES INC.
CONSULTING ENGINEERS
MECHANICAL ELECTRICAL
(361) 883-9199
Fax (361) 883-9197
342 S. Navigation Blvd.
Corpus Christi, TX 78405-3618
Registration # F-006328

Seal




02/05/2025

| | |
|---|---|
| Project No. | SCA 2023140 |
| Date Drwn. | 02/05/2025 |
| Drwn. By: | A.G. |
| Chkd. By: | A.G. |
| Scale: | As indicated |

Sheet No: P-301

**\\\DATE:** June 17, 2025

**TO:** Port Commission

**FROM:** Natasha Fudge, P.E.
Director of Engineering Services

Jeffrey Pollack, AICP, ENV SP
Chief Strategy and Sustainability Officer

**ANTICIPATED STAFF PRESENTER:** Amelie Arvin, EIT
Project Engineer

**Approve a professional architectural/engineering services contract with Richter Associates Architects Inc dba Richter Architects in the amount of $802,019 for services to complete the design of Harbor Point Project, a maritime-themed, public destination to be constructed on PCCA-controlled property in the old Harbor Bridge right-of-way.**

**SUMMARY:** Staff recommends approval of a professional architectural/engineering services contract with Richter Architects in an amount not to exceed $802,019 for services to complete the design of Harbor Point Project, a maritime-themed, public destination proposed for construction on PCCA-controlled property in the old Harbor Bridge right-of-way between the PCCA's Executive Administration Building and the Museum of Science and History.

This placemaking initiative will make the Port of Corpus Christi experience at the mouth of the Inner Harbor more accessible to the community, enhancing understanding of who we are and what we do. It is a direct investment in quality of place and in our—and our customers'—ability to attract and retain talent.

**BACKGROUND:** The demolition of the 70-year-old Harbor Bridge presents a once-in-a-generation opportunity for placemaking within Corpus Christi's downtown SEA District. The PCCA began developing concepts for this redevelopment in 2020, and, in July, 2021, Port Commission awarded a design contract to Richter Architects for Harbor Point East, the eastern portion of the site. That design was completed in spring of 2022, but procurement of a construction contractor was delayed because of the timing of anticipated grant funding.

Following nearly two years of unsuccessful engagement with the potential grantor, and in light of the bridge demolition timeline, the Long Range Planning Committee directed staff to delay construction of Harbor Point East until after the bridge's removal. This approach avoids potential impacts from the bridge demolition to a newly constructed Harbor Point East site and enables the simultaneous construction of both Harbor Point East and West.

As such, staff budgeted design of the balance of the site (Harbor Point West) in the PCCA's approved 2025 with identified projected expenditures in 2026. With the approval of this contract to the Richter team, detailed design will be complete in the first half of 2026, allowing construction of Harbor Point to begin upon completion of bridge demolition (anticipated Q2-Q3 2026).

This project was included in the PCCA's annual Request for Qualifications for engineering services for various projects, which was released in December 2024. The Richter Architects team (which includes LJA Engineering, Inc. and Freese and Nichols, Inc.) was selected in Q2 2025 from over two dozen qualified respondents. In anticipation of this selection and scoping process, PCCA Planning and Engineering Services staff dedicated the first quarter of 2025 to external benchmarking and extensive engagement with PCCA staff at all levels of the organization, which yielded a fantastic array of potential elements to include in the Harbor Point design.

Staff has negotiated the attached contract with Richter Architects in the amount of $802,019. The proposed contract includes comprehensive design, bidding, and construction phase services for the full Harbor Point site. The project will be delivered in two construction packages:

1. **Package 1: Parking Lot Improvements** – A new parking lot located in front of the Executive Administration Building (EAB), designed to include approximately 20 parking spaces for improved access at the building entrance.

2. **Package 2: Civic and Recreational Park** – A new public space within the former Harbor Bridge right-of-way, situated between the PCCA EAB and the planned Harbor Point East. This area will be designed as an integrated extension of the Harbor Point East design.

Key features and amenities generally include:

- Vehicular and pedestrian paving with architectural surfacing;
- Low-profile, non-structural retaining elements;
- Shade structures scaled for families and small groups;
- Landscape furniture and site furnishings;
- Ground-supported amphitheater or gathering area for community events;
- Surface and subgrade drainage infrastructure;
- Stormwater detention/retention and bio-filtration systems;
- Sustainable site development strategies;
- Native and water-conserving landscape planting and irrigation;
- Food truck utility connections;
- Site lighting for safety and ambiance; and,
- A pedestrian footbridge (20-foot span or less) to enhance connectivity.

Staff recommends approval of the attached professional services contract with Richter Architects in the amount of $802,019 to complete the design of the Harbor Point Project.

**ALTERNATIVES:** Forfeit the redevelopment opportunity afforded by demolition of the old Habor Bridge to make the Port experience at the mouth of the Inner Harbor more accessible to the community.

**CONFORMITY TO PORT POLICY:** The project conforms to the PCCA's Strategic Plan 2023 (Strategic Goal #2 – Be a Good Business + Community Partner and Strategic Goal #6 – Cultivate the Workforce + Tools of the Future).

**EMERGENCY:** Any delay in completing the design for Harbor Point will translate into a delay in redevelopment after demolition of the old bridge.

**FINANCIAL IMPACT:** This project is included in this year's approved budget and in the three-year capital budget.

**STAFF RECOMMENDATION:** Staff recommends approval of a professional architectural/engineering services contract with Richter Architects in an amount not to exceed $802,019 for services to complete the design of the Harbor Point Project.

**DEPARTMENTAL CLEARANCES:**

| | |
|---|---|
| Originating Department | Engineering Services |
| Reviewed & Approved | Natasha Fudge |
| | Sonya Lopez-Sosa |
| | Jacob Morales |
| | Amelie Arvin |
| Legal | Standard professional services contract template |
| Senior Staff | Kent Britton |
| | Kyle Hogan |
| | Jeff Pollack |

**LIST OF SUPPORTING DOCUMENTS:**

Exhibit
Professional architectural / engineering services contract

# Harbor Point




**Jeff Pollack | Chief Strategy and Sustainability Officer**
**Amelie Arvin | Project Manager**

Presented by PORT CORPUS CHRISTI®

# Harbor Point

## Summary

Scope of work includes full design, bidding, and construction-phase services for the full Harbor Point site. Which will include a parking lot consisting of 20 spaces in-front of the EAB and a new public park in the former Harbor Bridge ROW, designed as an extension of the Harbor Point East.

## Action Item

Award design contract to Richter Architects in an amount of $802,019



# Harbor Point








# Harbor Point East

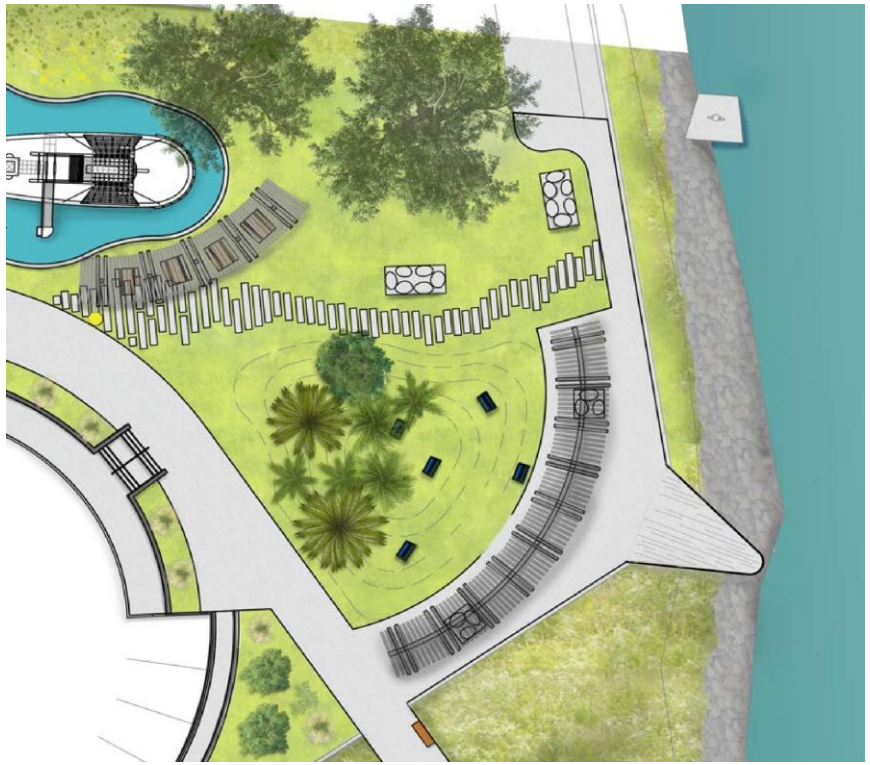
## Inspiration :: Art Walk Promenade





# Harbor Point East

## Lounge Lawn & Bowsprit Overlook





# Harbor Point East

## Lounge Lawn & Bowsprit Overlook



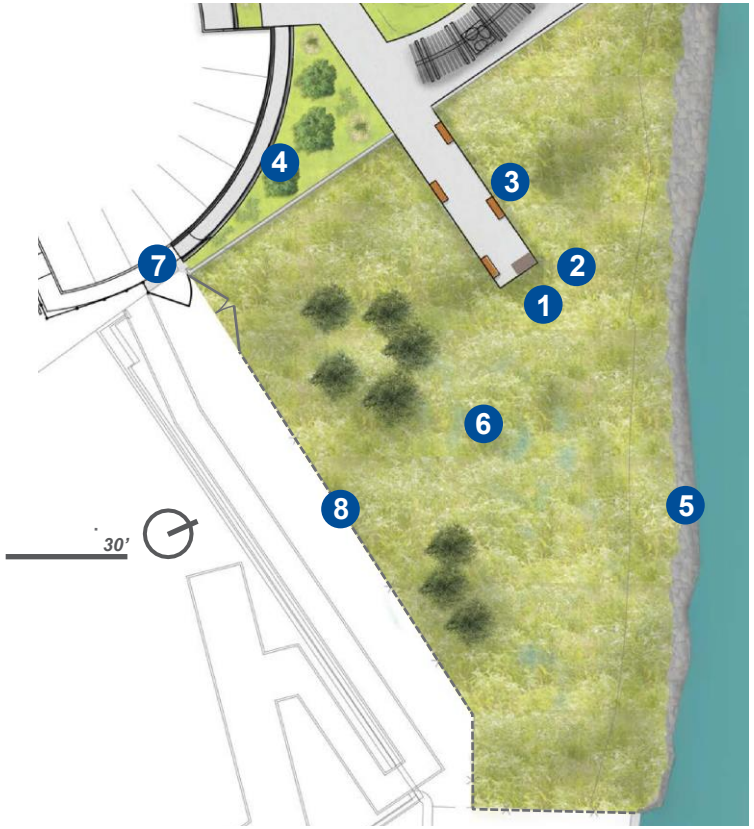
# Harbor Point East

## Bowsprit Overlook



# Harbor Point East

## Boardwalk Overlook



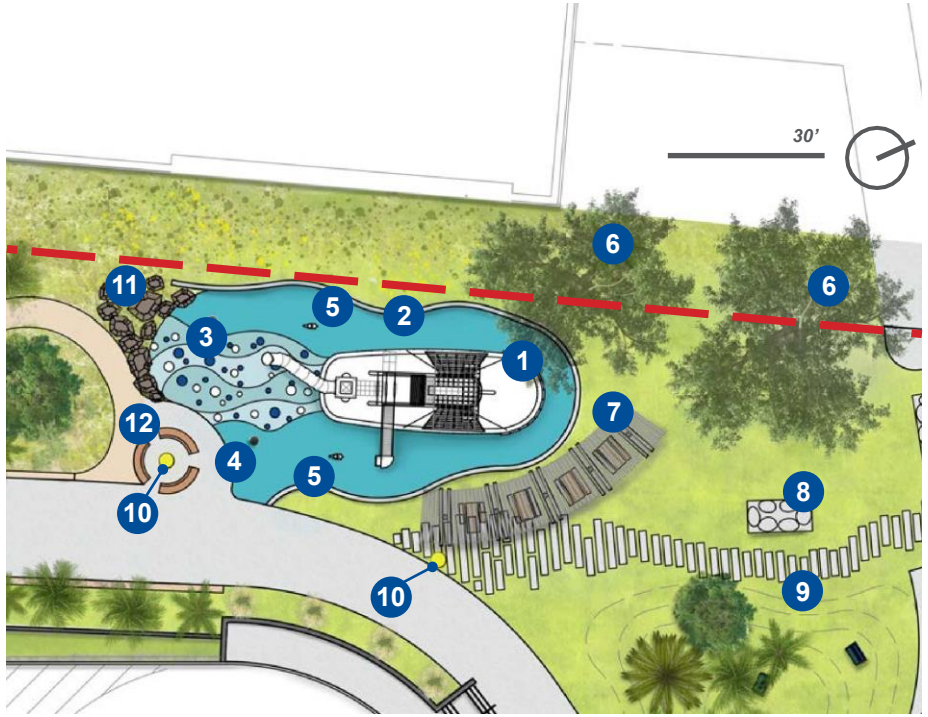



1. Interpretive Signage
2. Spotting Scope
3. Benches
4. Ramp Access
5. Stormwater Outfall
6. Coastal Prairie Planting
7. Maintenance Access
8. Existing Fence

MRWM LANDSCAPE ARCHITECTS · RICHTER ARCHITECTS · LJA ENGINEERING · PORT CORPUS CHRI

# Harbor Point East

## Interactive Play

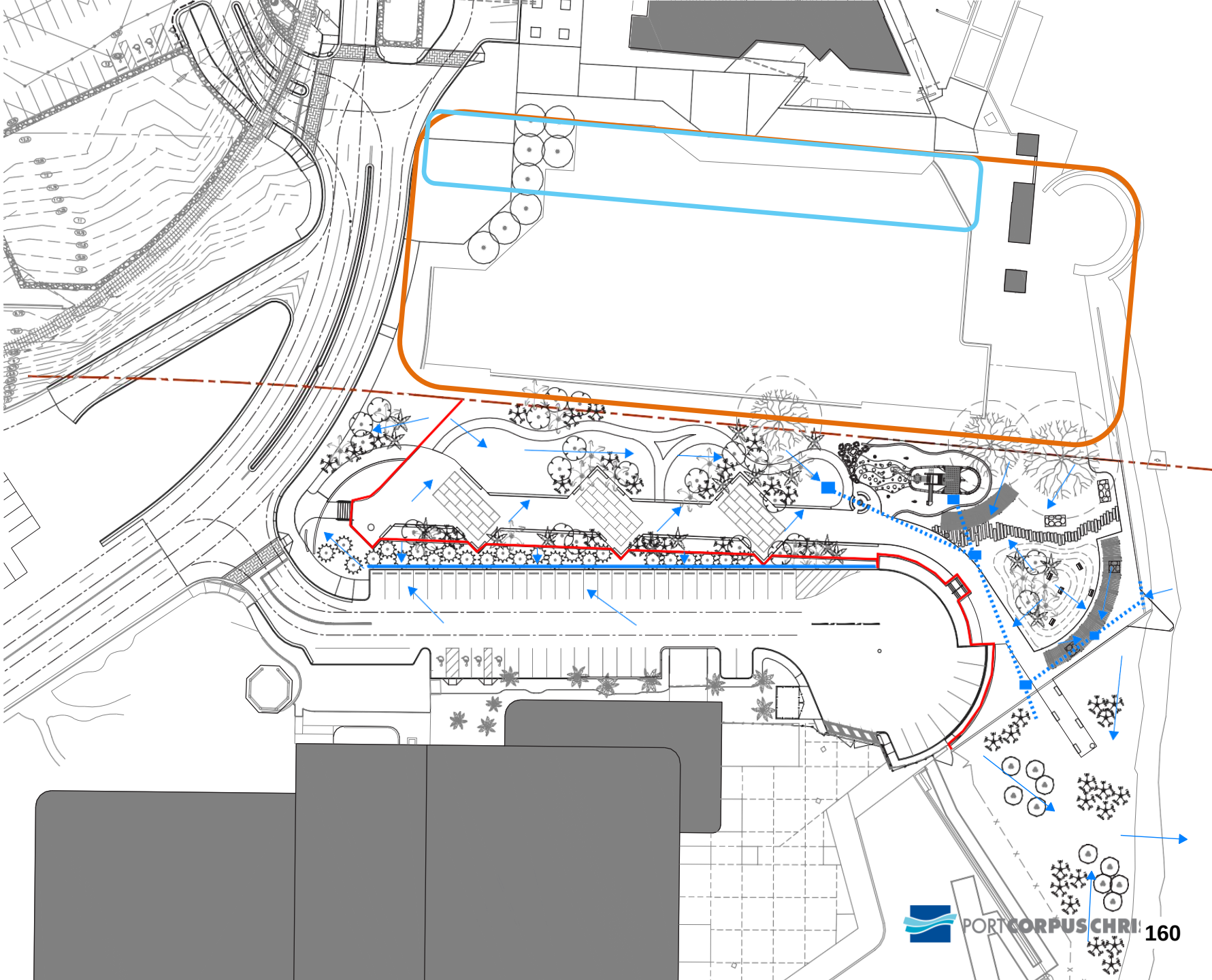




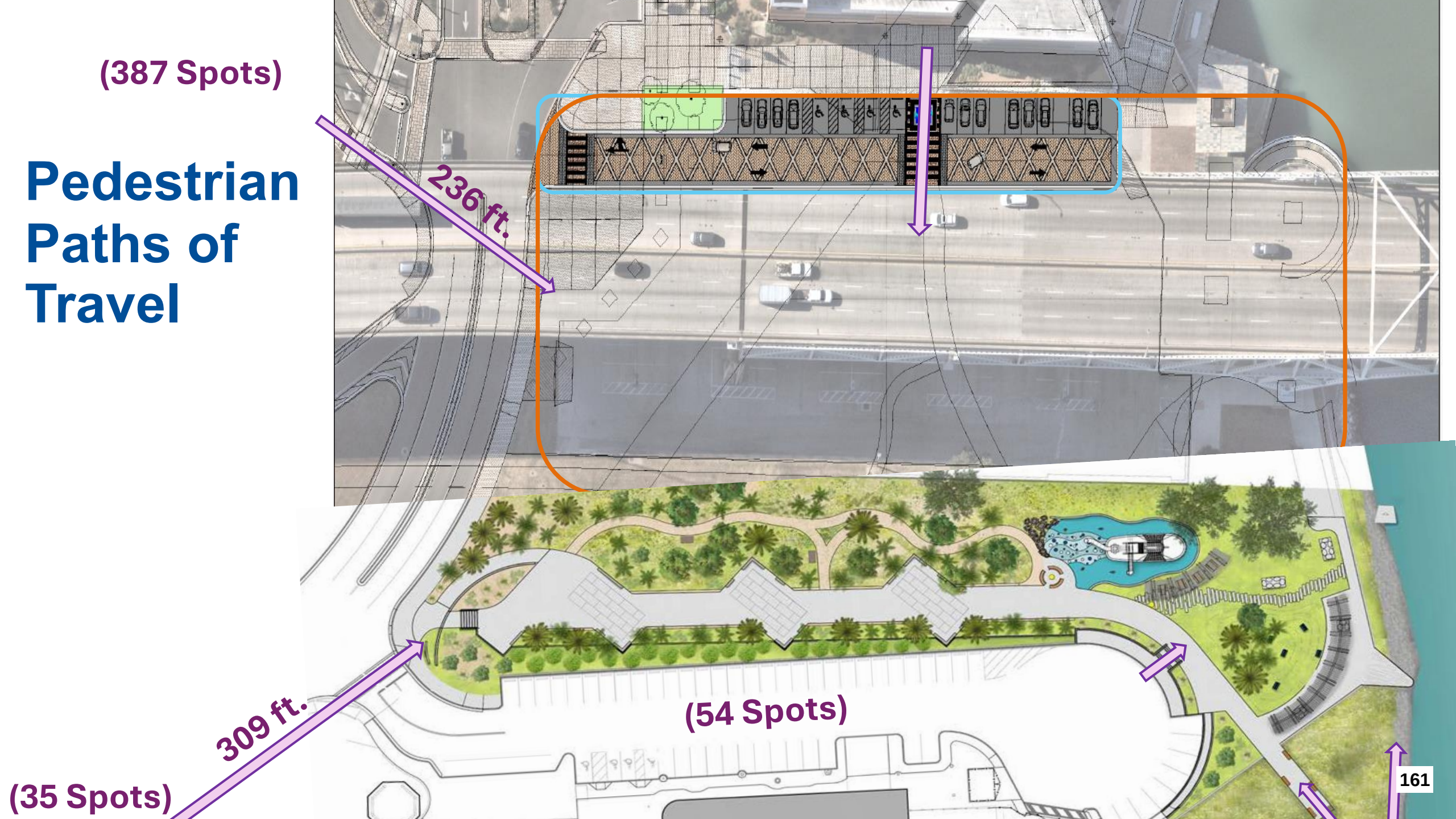

1. Tugboat Play Structure
2. Wave Seat Wall
3. Wake Play Surface
4. Buoy Spinner
5. Dolphin Rider
6. Existing Tree to Remain
7. Shade Structure & Picnic Tables
8. Cast Stone Lounger
9. Concrete Plank Path
10. Permanent Art
11. Climbing Boulders
12. Circular Bench Seating

MRWM LANDSCAPE ARCHITECTS · RICHTER ARCHITECTS · LJA ENGINEERING · PORT CORPUS CHRI

# Harbor Point West



# Pedestrian Paths of Travel



# Harbor Point West

## Basis of Design :: Low Impact Stormwater Management



# Harbor Point West

## Inspiration :: Food Truck Court/Outdoor DIY Dining





# Harbor Point West

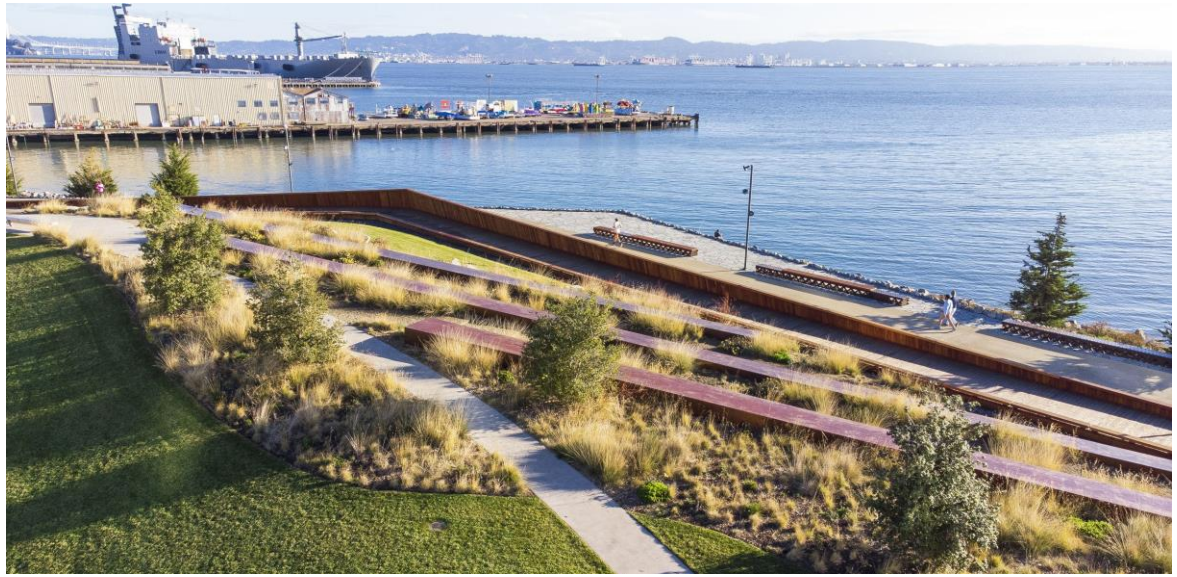
## Inspiration :: Shade Sails





# Harbor Point West

## Inspiration :: Terrace Landscape Seating/Amphitheater







# Thank you

PORT CORPUS CHRISTI®

# PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES CONTRACT

**PROJECT NAME: HARBOR POINT**
**PROJECT NUMBER: 25-037A**

**THIS CONTRACT** (the "Contract") is made and entered into effective as of the 20th day of June, 2025 ("Effective Date") by and between the Port of Corpus Christi Authority of Nueces County, Texas ("PCCA"), and Richter Architects ("Architect/Engineer"), each a "Party" and collectively as "Parties".

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

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

**2. PERIOD OF SERVICE**: The Architect/Engineer shall complete the Services on or before January 31, 2028 (the "Deadline"), unless the PCCA agrees to extend the Deadline for good reason; provided, however, that the PCCA 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 PCCA and the Architect/Engineer for performance of the Services until PCCA provides the Architect/Engineer with a written notice to proceed which shall be issued upon execution of this Contract and receipt by the PCCA 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 PCCA, (2) the date on which, in the opinion of PCCA, all of the Services have been rendered, (3) the date on which this Contract is terminated by the PCCA pursuant to Section 14, or (4) the date on which this Contract is terminated by the Architect/Engineer pursuant to Section 14.

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

Amelie Arvin, EIT
Project Engineer
Port of Corpus Christi Authority
400 Charles Zahn, Jr. Drive
Corpus Christi, Texas 78401
(361) 885-6650
Email: aarvin@pocca.com

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

**4. NOTICES**: Notices, demands, requests or other formal communication related to the Contract shall be deemed to have been given when received, whether delivered personally or mailed. Email communications may be considered as formal notification provided the email 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 PCCA:
Kent Britton
Chief Executive Officer
Port of Corpus Christi Authority
400 Charles Zahn, Jr. Drive
Corpus Christi, Texas 78401
Email: kbritton@pocca.com

If to the Architect/Engineer:
David Richter, FAIA
President
Richter Architects
201 South Upper Broadway
Corpus Christi, Texas 78401
Phone: (361) 882-1288
Email: drichter@richterarchitects.com

Either Party may change the mailing or Email 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 Architect/Engineer or the PCCA, provided both Parties agree to the requested change, and a written amendment or modification of this Contract is prepared and executed by the Parties.

5.1 Changes to Contract Requested by Architect/Engineer. Should an event or condition occur after notice to proceed that, in the opinion of the Architect/Engineer, will result in a change in scope, schedule and/or budget, the Architect/Engineer will provide timely written notice to the PCCA stating: the nature of the event or condition; detailing the impact on scope, schedule and/or, budget; and providing the Architect/Engineer's recommendation or request for modification of the Contract. Such notice will be provided upon recognition of the event or condition and prior to the completion of the services stated in the Contract. The PCCA will not consider a request for an increase in the compensation that is

submitted after completion of the services stated in the Contract if the PCCA determines, in its sole discretion, that the event or condition cited as the cause for the increase in the compensation was, or could reasonably have been, known in time to submit a change request prior to completion of the services stated in the Contract. The PCCA will review the Architect/Engineer's recommendation or request and provide a written response agreeing with the requested recommendation or request or not accepting said recommendation or request. Any changes or modification to the scope, schedule and/or budget will be detailed in a written modification to the Contract (Exhibit D - "Scope Change Request Form"). No changes to the Services shall be made by Architect/Engineer except with the PCCA's prior written agreement.

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

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

6.2 Architectural/Engineering-based documents submitted under this Contract shall include the Architect/Engineer's identification and release note on documents submitted for interim review and the Architect/Engineer's seal on final documents. This includes bound or unbound architectural/engineering-based reports, studies, master plans, design basis, criteria, and calculations, quantity estimates, cost opinions, drawings, technical specifications, addendums, change orders, and any other architectural/engineering-based document on which the PCCA will rely on for significant decisions, planning, and/or construction.

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

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

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

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

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

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

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

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

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

6.12 As of the Effective Date and at all times while providing Services hereunder, the Architect/Engineer shall possess and maintain in good standing any and all licenses or other authorizations and approvals necessary to perform the Services;

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

6.14 Architect/Engineer will perform services in accordance with the current versions of PCCA standard specifications and templates.

6.15 Architect/Engineer will provide PCCA with a monthly progress report ("Monthly Progress Report") on the Services being performed or furnished by Architect/Engineer under this Contract. The Monthly Progress Report for each specific project shall be delivered to the PCCA Project Representative within ten working days following the end of the month being reported. At a minimum, the report shall cover the following items:

- The percentage of work performed during the previous month.
- The total percentage of the specific project completed.
- Significant findings, problems, delays, inclusions, events, trends, etc. of the

reporting period which result from or affect the performance of the Contract.

- Specific actions required of PCCA, to assist in the resolution of a problem or to affect the timely progression of the work.
- The percentage of the Contract budget expended during the reporting period and total expended to-date.
- A statement that Services are on schedule, or an explanation of variance and proposed corrective actions.

**7. COMPENSATION:** The compensation to be paid Architect/Engineer for providing the Services shall be the compensation described in Exhibit B attached hereto, which is incorporated herein by reference; provided, however, the total amount paid to Architect/Engineer for the Services (including reasonable travel expense and other expenses) shall not exceed **Eight Hundred Two Thousand Nineteen Dollars ($802,019)**. Architect/Engineer will obtain the approval of PCCA's Project Representative relative to incurring travel and other expenses before incurring such expenses.

**8. INVOICE PROCEDURE AND PAYMENT:** Architect/Engineer shall submit invoices monthly to the PCCA for work performed during the preceding calendar month. Such invoices shall be due and payable by PCCA on or before thirty (30) days from receipt by PCCA. 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 Architect/Engineer and reimbursable costs. Subcontractor cost mark-up shall not exceed five percent (5%). Architect/Engineer will provide sufficient detail with each invoice to substantiate the requested amount of monthly payment. At the PCCA's request, Architect/Engineer will provide additional backup such as signed time sheets, invoices for materials and subcontracted service or other documentation sufficient to establish the accuracy of the invoices. Invoices are to be submitted in a format previously approved by PCCA.

Architect/Engineer will provide written notice to PCCA when the sum of previous payments and its current invoice meets or exceeds 70% of the approved compensation under the Contract. Architect/Engineer will include a statement that the remaining budget is sufficient to complete the services or provide an estimate of cost to complete including an explanation of the need for additional funding and a request for a modification to the Contract (Exhibit D – "Scope Change Form").

Invoices must be submitted to the PCCA at AccountsPayable@pocca.com and EngAdmin@pocca.com, with the PCCA's Project Representative copied on the email. Invoices are to be submitted in a format previously approved by PCCA and must include, at a minimum, all information included on the sample PCCA Monthly Invoice Template (Exhibit E). Failure to submit in the required format may result in delay of processing for payment.

**9. INSURANCE:** Architect/Engineer shall procure and maintain at its sole expense, for as long as Architect/Engineer is obligated to provide Services under this Contract, the policies of insurance described in Exhibit C attached hereto and in at least the minimum amounts specified in Exhibit C to protect Architect/Engineer from claims which may arise out of or result from Architect/Engineer's Services pursuant to this Contract, whether such operations be by Architect/Engineer, by any subcontractor of Architect/Engineer, by anyone

directly or indirectly employed by Architect/Engineer or Architect/Engineer's subcontractor, or by anyone for whose acts Architect/Engineer or Architect/Engineer's subcontractor may be liable. At least five (5) days prior to execution of this Contract, Architect/Engineer will provide to PCCA'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 PCCA. 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 PCCA. 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. Architect/Engineer hereby releases PCCA and its agents, servants, representatives, employees, officers, directors, and Port Commissioners (collectively, the "PCCA Parties") from liability for and assumes the risk of loss or damage to the property of Architect/Engineer and the injury or death of any person employed by Architect/Engineer. To the fullest extent permitted by law, Architect/Engineer shall indemnify and hold harmless the PCCA Parties from all damages, losses, costs and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable consultants' and attorneys' fees) (collectively, "Damages"), arising from third-party claims or actions relating to this Contract, but only to the extent that the Damages are caused by or result from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Architect/Engineer or the Architect/Engineer's agent, consultant under contract, or another entity over which the Architect/Engineer exercises control. The Architect/Engineer is not obligated under this paragraph to indemnify the PCCA Parties for the negligent acts of the PCCA Parties.**

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

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

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

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

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

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

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

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

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

**16. ATTORNEY'S FEES, DEFAULT:** In the event Architect/Engineer or PCCA 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:** Architect/Engineer will designate in writing to PCCA its project representative, and the manner in which it will provide staff support for the project, which must be approved by PCCA. Architect/Engineer must notify PCCA's Project Representative of any change in personnel assigned to perform work under this Contract, and the PCCA's Project Representative has the right to reject the person or persons assigned to fill the position or positions. The PCCA's Project Representative shall also have the right to require the removal of the Architect/Engineer's previously assigned personnel, including Architect/Engineer's project representative, provided sufficient cause for such removal exists. The criteria for requesting removal of an individual will be based on, but not limited to, the following: technical incompetence, inability to meet the position's qualifications, failure to perform, poor attendance, ethics violation, unsafe work habits, or damage to PCCA or other property. Upon notice for removal, Architect/Engineer shall replace such personnel with personnel substantially equal in ability and qualifications for the positions and shall submit the proposed replacement personnel qualification and abilities to the PCCA, 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 Architect/Engineer, subconsultants, and/or suppliers under this Contract will remain the PCCA's property upon completion. This provision does not apply to pre-existing proprietary information of Architect/Engineer, subconsultants, and/or suppliers.

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

**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 PCCA is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the PCCA 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 Architect/Engineer agrees that the disclosure of this Contract or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the PCCA as required by the Texas Public Information Act or any other applicable law will not expose the PCCA (or any party acting by, through or under the PCCA) to any claim, liability or action by the Architect/Engineer.

**24. NO ORGANIZATIONAL CONFLICT OF INTEREST:** Architect/Engineer hereby certifies that it has no actual or potential Organizational Conflict of Interest. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons or entities, the Architect/Engineer is unable or potentially unable to render impartial assistance or advice to PCCA or the Architect/Engineer'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 Architect/Engineer publicly opposes, works against, or takes a position adverse to the project, permit, or objectives for which the Architect/Engineer is engaged hereunder. Architect/Engineer agrees to immediately notify PCCA of any actual or potential Organizational Conflict of Interest that develops or occurs during the term of this Contract. Architect/Engineer agrees that PCCA 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, Architect/Engineer represents that Architect/Engineer 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 Britton

Title: Chief Executive Officer

Date: _____

"PCCA"

**RICHTER ARCHITECTS**

**By:** David Richter (Jun 11, 2025 14:05 CDT)

Name: David Richter, FAIA

Title: President

Date: _____

"Architect/Engineer"

## EXHIBIT A

## SCOPE OF SERVICES

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The Harbor Point Project generally includes a new parking lot and a new recreational park located within the old Harbor Bridge right-of-way between the new PCCA Executive Administration Building and the planned Harbor Point. It is to be designed as integral with the completed design for Harbor Point.

Project features, elements and amenities include:

- Vehicle paving
- Pedestrian paving and architectural surfacing
- Low-profile non-structural retaining elements
- Family or small group scaled shade structures
- Landscape furniture
- Two small public restrooms (with PCCA written approval before commencement)
- Ground-supported amphitheater
- Surface and subgrade drainage
- Storm water detention/retention, bio-filtration
- Sustainable site development features, elements, strategies
- Native and water conserving landscape planting
- Landscape irrigation
- Food truck utilities
- Site lighting
- 20’ or less span pedestrian footbridge

Project features, elements and amenities not included:

- Water’s edge structures
- Buildings other than listed above
- Large-scale or long-span shade structures
- Vehicle bridges
- Foot bridges exceeding 20’ span
- Elevated viewing platforms or other elevated structures
- Graphic design

The Architect/Engineer’s scope of services for this Project is described below.

### PART 1 - BASIC SERVICES

### A1.01 Preliminary Design Phase

A. Architect/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. Architect/Engineer will identify up to three (3) potential solution(s) and then proceed with the study and evaluation of these potential solution(s).

3. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, and to take photos of existing conditions, unless such visits are not necessary or applicable to meeting the objectives of the Preliminary Design Phase.

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

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

6. 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 Architect/Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.

7. 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

8. 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.

9. On projects that include structural engineering design the Architect/Engineer 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.

10. 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.

11. 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 or 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, 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.

12. In preparing the Preliminary Design Phase documents, use any specific applicable Specific 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.

13. 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 Architect/Engineer identification, a Table of Contents, a brief 1-3 page Executive Summary, the appropriate report narrative with exhibits and photos to indicate the agreed-to scope and objective(s), requirements, considerations involved, and Architect/Engineer's recommended solution(s) and alternative(s) when applicable. If available, the topographic survey and geotechnical report and other preliminary phase reports should be included in the Report Appendix. For each recommended solution or alternative option, Architect/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.

14. 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 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 and Survey or other exhibits 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 Architect/Engineer any comments regarding the furnished items within the time established in the Contract Schedule.

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

16. 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 Survey or exhibits when applicable and any other Preliminary Design Phase deliverables to the PCCA. Architect/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. Architect/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 Architect/Engineer'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 Architect/Engineer 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 and layouts as needed to 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. Report shall include Topographic Survey and Geotechnical Report (when applicable), 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 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. Architect/Engineer's services under the Preliminary Design Phase will be considered complete on the date when Architect/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. Architect/Engineer is not authorized to proceed to Final Design Phase without notification from PCCA.

**A1.02 Final Design Phase**

A. Architect/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 Revit (Architecture, Stucture and MEP), AutoCAD (Landscape Architecture), Civil 3D (Civil Engineering). 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 Architect/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 Architect/Engineer 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.

    a. 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 Architect/Engineer recommendations as appropriate. Architect/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. Provide 3 hard copies of the submittal documents along with the electronic files. Deliverables for the 90% Design Submittal include:

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

c. Completed Architect/Engineer Design Submittal Summary Form.

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

e. 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.

f. 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).

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

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

i. 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.

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

10. 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. Architect/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.

11. Within the time required by the Contract Schedule, PCCA will provide Architect/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 Architect (or Engineer when applicable) 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.

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 Architect/Engineer 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 the 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 Representative prior to sealing.

B. Architect/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 Architect/Engineer'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 Architect/Engineer 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. Architect/Engineer's services under the Final Design Phase will be considered complete on the date when Architect/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. This project may be issued as 2 separate bid and construction packages. Upon request by PCCA, Architect/Engineer shall provide architect or engineering service hours toward the following Bidding or Proposal Negotiating Phase services. These service hours are not to be used or invoiced except for services which are specifically requested. If requested by PCCA (and within the service hour limit), Architect/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, Architect/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 Architect/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 Architect/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 Architect or 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 Architect/Engineer shall provide architect or 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), Architect/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, 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 Architect/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 Architect/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, Architect/Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Architect/Engineer shall keep PCCA informed of the progress of the Work.

    b. The purpose of Architect/Engineer's visits to the Site, will be to enable Architect/Engineer to better carry out the duties and responsibilities assigned to and undertaken by Architect/Engineer during the Construction Phase, and, in addition, by the exercise of Architect/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. Architect/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 Architect/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, Architect/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 Architect/Engineer's observations, Architect/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 Architect/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 Contract 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. Architect/Engineer shall meet any Contractor's submittal schedule that Architect/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. Architect/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. Architect/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 architectural, engineering, or technical matters, then Architect/Engineer will notify the parties of such. Provide information or data to PCCA regarding architectural, 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 architectural, 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 Architect/Engineer to recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Architect/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 Architect/Engineer from field observations, PCCA, utility companies, and other reliable sources. The Record Drawings shall:

1. identify the original architect or 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 Architect/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 Architect/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).

f. The sealed Survey shall be performed in conjunction with the Preliminary Design Phase.

2. 3. SUE QL-B will help identify the horizontal location of underground utilities using non-destructive geophysical prospecting techniques, as deemed necessary.

3. Geotechnical Report: Provide a sealed Geotechnical Report based on Architect/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 Architect/Engineer on behalf of the PCCA. Statements to the effect that that Report is only for the exclusive use of the Architect/Engineer are not acceptable.

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

d. The sealed Geotechnical Report shall be provided with the deliverables in the Preliminary Design Phase.

4. Windstorm Inspection and Certification

5. Coordinate with Art Consultant & Other Stakeholders

## PART 3 – CONTRACT SCHEDULE

Services for this Project shall be performed in accordance with the following Contract Schedule:

| ACTION | ALLOTTED CAL. DAYS | DUE ON OR BEFORE |
|---|---|---|
| PCCA Commencement Date | - | 7/1/2025 |
| • **Engineer – Preliminary Design Submittal** | **90** | **9/29/2025** |
| PCCA Team Review | 21 | 10/20/2025 |
| • **Engineer – 60% Design Submittal** | **75** | **1/3/2026** |
| PCCA Team Review | 14 | 1/17/2026 |
| • **Engineer – 90% Design Submittal** | **60** | **3/18/2026** |
| PCCA Team Review | 14 | 4/1/2026 |
| • **Engineer – Unsealed Design Documents to PCCA Project Manager** | **30** | **5/1/2026** |
| PCCA Team Review | 10 | 5/11/2026 |
| • **Engineer – Final Sealed Documents Submittal** | **14** | **5/25/2026** |

## PART 4 – FEE SUMMARY

Payment for services performed for this Project will be in accordance with the terms and conditions of this Contract and Exhibit B Fee Schedule. The Fee Summary for this Project is:

| Description of Service | Not to Exceed Amount |
|---|---|
| **BASIC SERVICES:** | |
| Preliminary Design Phase | $ 199,718.00 |
| Final Design Phase | $ 350,665.00 |
| Bid Phase | $ 26,033.00 |
| Construction Phase | $ 132,207.00 |
| **Subtotal, Basic Services** | **$ 708,623.00** |
| **SUPPORT SERVICES:** | |
| Topographic Survey | $ 31,180.00 |
| SUE QL-B | $ 24,780.00 |
| Geotechnical Report | $ 16,741.00 |
| Windstorm Inspection and Certification | $ 5,475.00 |
| Coordinate with Art Consultant & Other Stakeholders | $ 15,220.00 |
| **Subtotal, Support Services** | **$ 93,396.00** |
| **SUMMARY OF FEES:** | |
| Basic Services Fee | $ 708,623.00 |
| Support Services Fee | $ 93,396.00 |
| **TOTAL CONTRACT NOT TO EXCEED FEE AMOUNT** | **$ 802,019.00** |

**Subconsultants include the following:**

- LJA Engineering, Inc. (LJA) – Civil Engineering and Landscape Architecture
- Stridde, Callins, and Associates (SCA) – MEP Engineering
- CAPE, Inc. – Structural Engineering
- ADLA, Inc. – Landscape Architect

## EXHIBIT B

## FEE SCHEDULE

The Engineer will perform the Services described in Exhibit A in accordance with the terms and conditions of this Contract on an hourly fee basis; provided, however, that the total amount paid to the Engineer for Services (including reasonable travel expense and other expenses) rendered under this Contract will not exceed **$802,019**, without PCCA's written approval. Services provided by Engineer will be billed as specified in Exhibit B. These fees will cover all of Engineer's overhead costs, including but not limited to office rent, long distance telephone charges, postage, payroll, and copying charges.

The PCCA agrees to reimburse the Engineer for certain authorized and approved travel expenses incurred by the Engineer during the Term and directly resulting from the Engineer's performance of the Services under this Contract.

PCCA will also reimburse the Engineer for certain authorized and approved expenses incurred by the Engineer in performing the Services. The Engineer shall submit proper documentation of any such approved travel expenses and Direct Costs to PCCA from time to time, and such costs and expenses shall be billed to PCCA at Engineer's actual cost.

No later than the tenth (10th) day of each calendar month, Engineer shall submit to PCCA detailed invoices for all services performed and Direct Costs incurred, if any, pursuant to this Contract during the prior calendar month. The invoices shall describe the Services performed during the prior month, approved Direct Costs, milestone achievements, and tasks performed or completed. PCCA shall review the invoices and notify Engineer in writing (including email) within twenty (20) days of any disputed amounts.

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

The Standard Hourly Rates for Services performed under this Contract are:

| Titles / Experience | Hourly Rate |
|---|---|
| Senior Principal | $250 |
| Principal | $210 |
| Sr. Project Manager | $195 |
| Project Manager II | $180 |
| Project Manager I | $165 |
| Specification Writer/QC | $185 |
| Sr. Architect | $180 |
| Sr. Designer | $150 |
| Architect | $165 |
| Sr. BIM/CAD Technician | $160 |
| BIM/CADD Technician II | $145 |
| Designer | $130 |
| BIM/CADD Technician I | $125 |
| Administrative Assistant II | $ 95 |
| Administrative Assistant I | $ 85 |

## EXHIBIT C

## INSURANCE

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

| | TYPE OF INSURANCE | MINIMUM LIMITS |
|---|---|---|
| A. | Workers' Compensation | Statutory |
| B. | Employer's Liability | $1,000,000 Each accident<br>$1,000,000 Disease policy limit<br>$1,000,000 Disease each employee |
| C. | Commercial General Liability | $1,000,000 Per occurrence<br>$2,000,000 Aggregate |

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

| | | |
|---|---|---|
| D. | Business Automobile Liability | $1,000,000 CSL/each accident |

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

| | | |
|---|---|---|
| E. | Professional Liability | $2,000,000 Per claim/aggregate |

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

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

Each policy, except Workers' Compensation and Professional Liability, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insureds

with respect to claims arising under this Contract.

Without limiting any of the other obligations or liabilities of Architect/Engineer, Architect/Engineer 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, Architect/Engineer may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Architect/Engineer's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Architect/Engineer agrees to provide workers' compensation for Subcontractors and their employees. Architect/Engineer shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Architect/Engineer 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. PCCA 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 PCCA 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". Architect/Engineer's liability shall not be limited to the specified amounts of insurance required herein.

**EXHIBIT D**

**SCOPE CHANGE REQUEST FORM**

*[This page intentionally left blank to insert the fillable PDF form]*

**EXHIBIT E**

**MONTHLY INVOICE TEMPLATE**

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# Richter PSC 25-037A Harbor Point

Final Audit Report 2025-06-11

| | |
|---|---|
| Created: | 2025-06-11 |
| By: | Sonya Lopez-Sosa (sonya@pocca.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAKyIXOnKKvSy9xtwMBbVY4WrR66vA699b |

## "Richter PSC 25-037A Harbor Point" History

Document created by Sonya Lopez-Sosa (sonya@pocca.com)
2025-06-11 - 5:16:46 PM GMT- IP address: 64.183.208.115

Document emailed to David Richter (drichter@richterarchitects.com) for signature
2025-06-11 - 5:17:51 PM GMT

Email viewed by David Richter (drichter@richterarchitects.com)
2025-06-11 - 5:54:12 PM GMT- IP address: 146.75.164.1

Document e-signed by David Richter (drichter@richterarchitects.com)
Signature Date: 2025-06-11 - 7:05:08 PM GMT - Time Source: server- IP address: 12.71.109.218

Agreement completed.
2025-06-11 - 7:05:08 PM GMT

PORT CORPUS CHRISTI®

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of June 17, 2025

**DATE:** June 17, 2025

**TO:** Port Commission

**FROM:** Natasha Fudge, P.E.
Director of Engineering Services

**ANTICIPATED STAFF PRESENTER:** Fernando Quintanilla
Project Engineer

**Approve an amendment to Service Order No. 1 with AECOM Technical Services, Inc., under Master Services Agreement No. 24-03, in the amount of $4,743,180 for additional services associated with the New Inland Rail Facility Project.**

**SUMMARY:** Staff requests approval of an amendment to Service Order No. 1 with AECOM Technical Services, Inc., under Master Services Agreement No. 24-03, in the amount of $4,743,180 for additional services associated with the New Inland Rail Facility Project.

**BACKGROUND:** An increase in rail movement at the Port of Corpus Christi has put additional demand on existing rail infrastructure. Congestion in both the regional and national Class I rail systems continues to increase, which negatively impacts the fluid movement of goods and requires additional storage capacity for industry. Rail studies conducted over the past ten to fifteen years projected a continued increase in rail demand and have highlighted the need for an inland rail solution if the PCCA wishes to continue meeting customer rail demands in the future.

The PCCA's proposed new inland rail facility will be located fourteen miles west of Corpus Christi in Robstown, Texas, in a location generally bounded by the Canadian Pacific Kansas City (CPKC) and Texas State Highway 44 to the south, Interstate 69 and the Richard M. Borchard Regional Fairgrounds to the west, the Union Pacific (UP) to the north, and a transmission line to the east. The scope of this project generally includes developing operationally efficient conceptual alignment with related impacts and costs for approximately 24 rail miles of new rail line with turnouts, wye connections, and switches to connect two Class 1 mainlines and create a storage-in-transit (SIT) yard capable of accommodating roughly 1800 railcars, along with related rail support infrastructure such as service roads, drainage culverts and channels, bridges and overpass, parking building pad, utilities, fencing, and lighting to best match present forecasts as well as protecting (space proofing) for anticipated future growth.

On March 19, 2024, the Port Commission approved a service order with AECOM Technical Services, Inc. in the amount of $772,931 for engineering services related to this project. AECOM's original scope of engineering services included support for concept development and findings report, including:

- Conceptual design for the project site, as well as development and evaluation of rail access alternatives, researching future rail needs and plans, and coordination and understanding of current and planned development in the area to recommend a preferred alternative rail expansion plan that addresses the needs of relevant stakeholders.
- Desk-top evaluation of site constraints and conditions for spatial planning and arrangement of rail infrastructure to maximize future expansion capabilities for additional rail and create flexibility for future development.
- Supporting the PCCA in meeting and coordination with Class 1 railroads and shared assets, identifying track agreement requirements for expanding rail service, and determining estimated costs of construction.

The PCCA, in coordination with AECOM, has held a series of meetings with all Class I railroads to discuss and evaluate rail layout options. Through these discussions, a preferred site layout has been identified and selected that best meets the operational needs and stakeholder interests.

This amendment includes the addition of comprehensive professional services necessary to advance the project through the preliminary design and planning phases. The scope of services to be provided under this amendment will include:

- **Topographic and Boundary Surveying** – Collection of detailed field data to support design development and ensure accurate representation of existing site conditions.
- **Subsurface Utility Exploration (SUE)** – Identification and mapping of underground utilities to reduce risk during construction and support effective design coordination.
- **Geotechnical Engineering Services** – Field investigations and analysis to determine soil characteristics and provide recommendations for foundation and pavement design.
- **Drainage Analysis** – Development of a comprehensive plan to evaluate existing drainage patterns, complete a comprehensive hydraulic and hydrologic analysis and recommend solutions for site specific effective stormwater quantity and quality management solution.
- **Utility Concept Design** – Preliminary planning and layout of utility infrastructure to support future development and ensure compatibility with existing systems.
- **Traffic Impact Analysis (TIA)** – Assessment of potential impacts on local traffic conditions and development of recommendations to mitigate congestion and enhance safety.
- **Environmental Support Services** – Evaluation of potential environmental impacts, including necessary documentation and permitting support to ensure regulatory compliance.

- **Pipeline Study** – Investigation and documentation of existing pipeline infrastructure within the project area to identify potential conflicts and necessary relocations.
- **30% Design Development** – Preparation of preliminary engineering drawings and documents to define the proposed improvements and guide subsequent design phases.
- **Local Jurisdictional Coordination Support**– Engagement and coordination with applicable city, county, and regional agencies to ensure alignment with regulatory requirements and obtain necessary approvals.

These services are critical to progressing the project in a coordinated and efficient manner, minimizing future risks, and supporting successful implementation.

**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 $3,000,000 in 2025.

**STAFF RECOMMENDATION:** Staff recommends approval of an amendment to Service Order No. 1 with AECOM Technical Services, Inc., under Master Services Agreement No. 24-03, in the amount of $4,743,180 for additional services associated with the New Inland Rail Facility Project.

**DEPARTMENTAL CLEARANCES:**

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

**LIST OF SUPPORTING DOCUMENTS:**

Exhibit
Service Order Amendment

June 17, 2025

# Approve an amendment to Service Order No. 1 with AECOM Technical Services, Inc., under Master Services Agreement No. 24-03, in the amount of $4,743,180 for additional services associated with the New Inland Rail Facility Project.

Port Commission Meeting

**Fernando Quintanilla | Project Engineer**

Presented by PORT CORPUS CHRISTI®

# New Inland Rail Facility Project

## Project Location





RailPictures.Net - Image Copyright KD Rail Photography

# New Inland Rail Facility Project

## Project Background

### Project History

- Commission approved a service order for conceptual design with AECOM in March 2024.
- Held a series of meetings with all Class I railroads to discuss and evaluate rail layout options.
- A preferred layout has been identified and selected that best meets the operational needs and interests of stakeholders.
- AECOM has submitted a draft of the final report and conceptual layout for PCCA's review.
- Finalization of the report and concept design in progress.

### Site Details

- Primary farmland
- Over 1,400 acres
- Approximately 24 miles of track feet proposed



# New Inland Rail Facility Project

## Scope Breakdown

- The scope of services to be provided under this amendment will include:
  - Topographic and Boundary Survey
  - Subsurface Utility Exploration (SUE)
  - Geotechnical Engineering
  - Drainage Analysis
  - Utility Concept (Water and Sewer)
  - Traffic Impact Analysis
  - Environmental Support
  - Pipeline Study
  - Data Processing and 30% Design Development
  - Local Jurisdictional Coordination Support

# Thank you

PORT CORPUS CHRISTI®

**MASTER SERVICES AGREEMENT NO. 24-03**
**AECOM TECHNICAL SERVICES, INC.**

**SERVICE ORDER NO. 1 - AMENDMENT NO. 2**

## 1. Background Data

**ORIGINAL SERVICE ORDER**
**Commencement Date:** March 19, 2024
**PCCA Project Manager (PM):** Fernando Quintanilla
**Project Name:** New Inland Rail Facility
**Project No. 23-035A**

**AMENDMENT NO. 2**
**Commencement Date:** June 17, 2025
**PCCA Project Manager (PM):** Fernando Quintanilla
**Project Name:** New Inland Rail Facility
**Project No. 23-035A**

## 2. Description of Modifications

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

| Amendment No. 2 – 23-025A New Inland Rail Facility | | |
|---|---|---|
| **Action** | **Allotted Cal. Days** | **Due on or Before** |
| PCCA Commencement Date – Amendment No. 2 | - | 6/18/2025 |
| **• ENGINEER – Prelim. Design Report Interim Rev. Submittal** | **294** | **4/8/2026** |
| PCCA Team Review | 21 | 4/29/2026 |
| **• ENGINEER – Sealed Preliminary Report Submittal** | **21** | **5/20/2026** |
| ***This Service Order will expire August 31, 2026.*** | | |

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. 2 - Description of Services | NTE Amount |
|---|---|
| **BASIC SERVICES:** | |
| Concept Development – *Not included in this Amendment* | $ - |
| Preliminary Design Phase | $ 2,828,034.00 |
| Final Design Phase – *Not included in this Amendment* | $ - |
| Bid Phase – *Not included in this Amendment* | $ - |
| Construction Phase – *Not included in this Amendment* | $ - |
| **Subtotal, Basic Services** | **$ 2,828,034.00** |
| **SUPPORT SERVICES:** | |
| Demand Analysis and Modeling – *Not included in this Amendment* | $ - |
| Railroad Coordination – *Not included in this Amendment* | $ - |
| Funding Strategy – *Not included in this Amendment* | $ - |
| Community Engagement & Permit Support – *Not included in this Amendment* | $ - |
| Commercial Client Interphase & Analysis – *Not included in this Amendment* | $ - |
| Topographic Survey and SUE | $ 958,501.00 |
| Geotechnical Engineering | $ 256,645.00 |
| Environmental Support | $ 94,668.00 |
| Pipeline Study | $ 155,920.00 |
| Local Jurisdictional Coordination | $ 241,234.00 |
| Traffic Impact Analysis (TIA) | $ 208,178.00 |
| **Subtotal, Support Services** | **$ 1,915,146.00** |
| **SUMMARY OF FEES:** | |
| Basic Services Fee | **$ 2,828,034.00** |
| Support Services Fee | **$ 1,915,146.00** |
| **TOTAL NOT TO EXCEED (NTE) FEE AMOUNT** | **$ 4,743,180.00** |

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:**

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**PART 1 – BASIC SERVICES (AMENDMENT NO. 2 - Project #23-035A)**

**A1.01 Concept Development Phase** – *Not included in this Amendment*

**A1.02 Preliminary Design Phase (Amendment No. 2 - Project #23-035A)**

I. Engineer shall:

A. 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.

B. Drainage Analysis: This will be a combined effort between Engineer and Engineer's subconsultant (ICE Engineering).

1. Engineer will study the existing and proposed condition and will develop an over-arching strategy for the project to guide designs, manage flood flows, and prevent increased flood risk to the site and properties upstream and downstream. This study will be based upon hydrologic and hydraulic models using HEC-HMS and HEC-RAS, respectively.

2. There are two drainage channels (Ditch A to the north and Ditch C to the south) that convey runoff from areas west of the project site, including much of the developed portion of the City of Robstown, through the site toward Oso Creek to the east. The effective Flood Insurance Rate Maps for the project area show a large 100-year floodplain. The project must include measures to address potential impacts to flood risk downstream and upstream along these channels. This floodplain is based on models prepared on behalf of FEMA in 2022. Since that time, there have been new models developed in support of studies, including:

    - Tri-County Regional Drainage Master Plan Study by Halff Associates, Inc. (November 2023) on behalf of Nueces County and area partners.

    - Combined River Basin Flood Study, Western Region, by Engineer (ongoing) on behalf of the General Land Office.

3. Engineer will review these models and determine the appropriate source models for the evaluation. Engineer has direct knowledge of both of these models, as Engineer prepared the Oso Creek watershed models for the River Basin Flood Study and subcontractor, was part of the team that completed the Tri-County study.

4. Engineer will formulate up to two strategies to manage flood flows along Ditch A and Ditch C in concert with the proposed project. Considerations include minimizing disruption to the site, minimizing the number and size of railroad crossings over the channels, and minimizing the overall detention footprint. Managing the large floodplain will likely require enlargement of both channels, including Ditch A upstream of the current project right-of-way. Engineer will work to minimize this.

5. At least one of the strategies will include rerouting Ditch A to the south to minimize disruption to the railyard and adjacent areas and to decrease the number of crossings. Engineer will explore the opportunity to transfer some flood flow from Ditch A to Ditch C, as Ditch A currently has more flow while Ditch C is wider and deeper.

6. As part of the drainage analysis, Engineer will identify a preferred plan that includes the alignment, size, and configuration of the channels and detention basin(s). Engineer will collaborate with their civil and structural team determining the required size of bridges and culverts and will provide guidance to the future design of the drainage system. Engineer will prepare a Drainage Analysis Report that provides the above for the recommended plan. This report will be signed and sealed

by a Texas Professional Engineer and will include the supporting hydrologic and hydraulic models.

7. Deliverable: Draft and Final Drainage Analysis Report.

C. Utility Concept (Water and Sewer):

1. Engineer will perform utility research and create a utility backbone. The Engineer team will conceptualize water and sewer demand. The demand will be translated to conceptual pipe sizing using Bently WaterGEMS and SewerGEMS models. The outcome will be needed capacity from the Water and Sewer district along with concepts to meet the demand.

2. Deliverable: Draft and Final Utility Concept Memo.

D. Preliminary Design: 10% and 30%

1. Project Management: Project management tasks under this scope of services include the following:

   a. Maintain confidence of design cost, scope, schedule, and risk.

   b. Maintaining written documentation of project decisions, correspondence, and notes of all meetings.

   c. Provide brief monthly design status reports, including percent complete, anticipated effort over the next month, schedule update, and identification of issues to be resolved.

   d. Procurement, Subconsultant management and billing.

   e. Oversee and manage the quality control process.

   f. Foster partnering with PCCA, CPKC, UPRR, BNSF.

2. Project Level QC: Project-level QC tasks under this scope of services include the following:

   a. Create a QA/QC design quality review plan and implementation strategy.

   b. Conduct Interdisciplinary and Independent Technical reviews of pertinent aspects of the project.

      i. Validate recommendations provided from a design and permitting standpoint.

   c. Administer the QA/QC plan created under this scope.

3. CADD Management: The Project involves working with PCCA, UPRR, CPKC and BNSF all of which have different CADD standards and use a variety of software for their deliverables. e.g. the Class I's use Microstation, OpenRail, Open Roads, the

PCCA uses ACAD Civil3D. Ensuring that the deliverables are in the correct format will be key to the successful delivery of the project.

4. Planning and Railroad Coordination: Through this task Engineer, will continue to coordinate with the Class Is. This will ensure that operational information from the Class Is are appropriately conveyed to design team and vice versa. This will help with a quick approval from rail operations once they receive the 10% and 30% design sets.

5. Rail Design:
    a. This task includes preparing plans and specifications for the construction of the following:
        i. Two through-track connections and one service track connection to UPRR.
        ii. Two through-track connections and one service track connections to CPKC.
        iii. Approximate 10,500’ CPKC siding track.
        iv. Two approximate 17,800’ through tracks.
        v. Three approximate 10,000’ Receiving and Departure (R&D) tracks.
        vi. Approximate 10,500’ service track.
        vii. Approximate 39,000’ (total) storage yard consisting of six tracks.
    b. The current track design was developed using available LiDAR survey information. For the 10% through 30% tasks, Engineer will utilize top of rail and topographic survey provided by Engineer’s subconsultant.
    c. During the progression of design efforts, Engineer will continue to review the proposed operations of the inland rail yard and provide operational flexibility and redundancy in the yard as required to meet the operating plan. In addition, Engineer will continue detailed design of all special trackwork elements in the facility. These activities will involve the following:
        i. A thorough review of the number, angle, and location of turnouts and crossovers.
        ii. Confirmation that UPRR and CPKC geometric design standards are being met.
        iii. Adherence to UPRR and CPKC standard plans and specifications to the greatest extent possible.
        iv. Evaluation of the operational need for each element.

v. Verification that the proposed design allows concurrent movements through the facility.

d. One of the most prominent interfaces between the rail operations and the facility operations will occur at rail grade crossings; therefore, considerations for the movements of personnel and vehicles through the facility are key. Engineer will leverage its experience with the operations of railyards, intermodal facilities, and ports to identify potential interaction points between rail traffic and all other traffic. As part of the progression of the rail design, Engineer will consider the following items and seek opportunities to reduce the number of crossings where possible:

   i. Safety personnel movements throughout the site.

   ii. UPRR and CPKC requirements for clearances and crossing protection.

   iii. Inspection vehicle movements and access roads around trainsets.

   iv. Site distances at all crossings and around the curvature of the proposed work platforms.

   v. Provision of safe access points for yard personnel.

e. The track design team will collaborate throughout the design process across the multi-disciplinary design teams, PCCA, UPRR and CPKC, the local municipality, utility agencies, and all other stakeholders to provide a fully integrated design that meets the PCCA's needs.

f. Plan submittals will be made to UPRR at the 10% ( 30%, and 100% levels. UPRR's Industrial Development process also requires the development and management of the following checklists at each submittal:

   i. Industrial Development Submittal Checklist

   ii. Operating Plan

   iii. Exception Checklist

   iv. Scope of Work Matrix

g. After the PCCA's approval of each plan set and prior to submittal to UPRR and CPKC, the plans must be submitted to the Class I's 3rd party design consultant for review. Engineer to contract with an approved 3rd party design consultant to perform these reviews,. The 10% submittal, or DevCon submittal, includes all horizontal track geometry and specific UPRR plan annotations to communicate key aspects of the track design to UPRR.

h. UPRR's design review process requires that all detailed track design be complete at 30%. Track alignments and profiles need to be developed to greater than 60% design at the 30% submittal stage as changes to the track design are expected to be minimal after 30%.

i. Engineer's rail team will design both the rail and roadbed under the rail. Subgrade recommendations from the Engineer's geotechnical engineer will be incorporated into the plans, to depict the thickness of both subballast and ballast. The rail design team will provide all grading and roadbed sections within the footprint of the rail to at least 30' from the centerline. This grading model will then be incorporated into the overall site grading model.

j. Throughout the process, the Engineer team will verify compliance with UPRR and CPKC's exacting standards and specifications. However, first and foremost, Engineer's team will work with PCCA to develop a design that fits the PCCA's needs.

6. Railroad Structures:

a. This task includes preparing 30% plans, preliminary calculations, and a preliminary design report necessary for the three structures on the project. The three structures include two railroad bridges over ditches and one overpass grade separation. Preliminary superstructure and substructure calculations will be performed to estimate quantities for major bridge components.

b. Grade Separation of County Road 40:

i. This subtask includes the work for the design of the Overpass Grade Separation and the retaining walls associated with raising County Road 40 over the new tracks. Before beginning detailed design efforts, all elements of the preliminary structural development to-date will be reviewed and updated. This work will include: a) confirming the track layouts and top of rail elevations for the working tracks in the vicinity of the overcrossing; b) confirming the span length requirements, including required horizontal clearances from proposed working tracks and potential future tracks, as well as allowances required for maintenance access on the sides of all tracks; and c) confirming the bridge layout details, including lane widths, shoulder widths, number of through lanes required, maximum desirable grades for approaches to the overcrossing, and sight distance requirements. Finalization of these design elements will make it possible to validate or adjust the proposed roadway profiles and establish the geometric details.

ii. The available geotechnical information will be reviewed, and the structure design team will work with the Engineer's geotechnical engineer to discuss the subsurface conditions, soil and/or groundwater corrosivity, anticipated settlements, allowable settlements for the structures, and preliminary structure foundation loads.

iii. Structure type will be considered before proceeding with final design. Standard TxDOT beams will be considered for cost efficiency and structure depth to keep the roadway profile low. The minimum vertical clearance above the top of the rail is 23' – 6" This minimum dimension is controlled by CPKC and BNSF's requirements, where UPRR allows for 23' – 4".

iv. Supporting piers that are not placed 25 feet clear from the centerline of the nearest track will be protected from impacts associated with potential train derailment. This protection may be accomplished by designing the supporting piers as "heavy construction," rather than providing collision walls. A 25' horizontal clearance from CL of track to pier accommodates an access road. Should Mechanically Stabilized Earth (MSE) walls be used in front of the bridge abutments, the clearance would be measured to the front face of the wall, and the bridge span length will account for the clearance requirements between the MSE wall and abutment.

v. The project team will investigate the opportunity to strategically provide an additional span to the bridge to allow for future track expansion or additional access roads.

vi. Preliminary design for the overcrossing structure will be performed using Leap Concrete Bridge Software and design templates. The 30 percent deliverable will consist of a plan view, elevation view and typical section for the bridge. Quantities and estimated construction cost based on the 30% plans will be developed.

vii. Walls on the approach to the bridge are assumed to be mechanically stabilized earth MSE walls. The Engineer may incorporate TxDOT standard details, following a thorough review to ensure their applicability and suitability for the specific scope and conditions of the project

c. Rail Bridges over Ditch A and Ditch C:

i. A bridge carrying multiple tracks will be constructed over ditches A and C. Engineer will evaluate various superstructure and substructure types, compared the advantages and disadvantages, and developed costs to compare. Further value engineering will be conducted on these structures once the final survey and geotechnical analysis are complete.

ii. It is assumed that bridge bents can be placed in the ditches. Precast, prestressed double box beams or slab beams, and steel beam spans will be considered for superstructure spans. The available geotechnical information will be reviewed, and the structure design team will work with the Engineer's geotechnical engineer to discuss the subsurface conditions, soil and/or groundwater corrosivity, anticipated settlements, allowable settlements for the structures, and preliminary structure foundation loads.

iii. The project team will prepare a master drainage plan for review and approval as part of the preliminary design, and the hydraulic criteria will be considered in the structure type selection. The site is located within a large 100-year floodplain, so the structures will likely be required to accommodate a certain amount of freeboard between the structure low chord and the 100-year WSE. A shallower bridge section (such as a slab beam) may reduce the need to raise the track elevation, but the allowable span length of the structure would be reduced and require more substructure

units. The project team will compare the cost of the alternative bridges to find the more economical recommendation for the site.

iv. Preliminary design for the structures will be performed using Leap Concrete Bridge Software and design templates. The 30 percent deliverable will consist of a plan view, elevation view and typical section for the structures. Quantities and estimated construction cost based on the 30% plans will be developed.

7. Civil Design:

a. The civil design work includes creating 10% and 30% plans for grading, paving, demolition, utilities and drainage. Construction phasing and sequencing sketches will be prepared to inform 10% and 30% OPCC.

b. Site Grading:

i. The grading scope for offsite rail yard project includes the preparation and modification of the site terrain to accommodate the rail infrastructure, access roads, drainage systems, and other support facilities. The grading work will ensure proper subgrade support, drainage flow, and elevation conformity for track installation and associated civil works. The work includes site clearing, removal of vegetation and unsuitable materials, and the stripping and stockpiling of topsoil. Earthwork operations will be performed in the grading plans to achieve the required subgrade elevations through balanced cut and fill methods, minimizing the need for soil import or export. Embankments will be constructed where necessary to meet the proposed track elevations. Subgrade preparation will involve compaction and proof-rolling to meet design specifications, with select fill or sub-ballast placed as recommended by the Engineer's geotechnical engineer. The grading will accommodate the proposed track alignment as well as access roads, loading areas, and maintenance zones. Proper surface water management will be ensured through the grading of ditches, swales, and detention areas, in coordination with the civil drainage design.

ii. A Digital Terrain Model (DTM) will be created to Visually represent the rail yard grading. The model will be used to communicate the design to the other disciplines and to accurately calculate the cut-and-fill quantities necessary to achieve the desired grades. The DTM will be created in such a way that it can be updated quickly should any design elements change. The output of the model will be converted to MicroStation in keeping with UPRR CADD standards.

c. Demolition Plans

i. The demolition scope of work for the offsite rail yard includes the removal and disposal of existing site features to prepare the area for new construction. This includes, but is not limited to, the removal of existing pavement surfaces such as asphalt and concrete, including impervious areas, and access roads. All detailed pavement design removal will be provided as the full depth, including base materials, and disposed of in

accordance with local regulations. Existing power poles and associated overhead electrical lines within the project limits will be proposed and de-energized in coordination with the utility provider and carefully removed to avoid disruption to adjacent services. Engineer's subconsultant will assist with the design and coordination of electrical lines.

ii. All existing underground utilities—including water lines, storm and sanitary sewer systems, gas lines, pipelines and communication conduits—that conflict with proposed construction activities will be identified, capped, relocated, encased or removed as required. Demolition of above-ground structures such as signs, fencing, lighting, and miscellaneous equipment within the construction limits will also be included in the demolition plans.

iii. Site clearing will precede demolition and will include the removal of vegetation, trees, shrubs, and debris. Environmental protection measures, including erosion control and dust suppression, will be implemented throughout the demolition phase plans. All demolition work will be performed in compliance with applicable local, state, and federal regulations.

iv. The Engineer team will include the modification and widening of Ditches A and C in the demolition scope, as required by the proposed drainage evaluation.

d. Utility Plans:

i. The Engineer team's work for proposed utilities for offsite includes the design of both subsurface and surface utility infrastructure necessary to support operational, safety, and facility needs. Subsurface utilities will include new storm drainage systems, and other underground pipelines such as natural gas pipelines, telecommunications conduits, etc. These systems will be routed to avoid conflicts with existing utilities, track alignments, and structural foundations, and will be coordinated through utility locates and subsurface utility engineering (SUE) investigations.

ii. The Engineer team will propose underground utilities involving trenching, bedding, pipe laying, backfilling, and compaction per applicable standards and geotechnical recommendations. Utility crossings beneath proposed tracks and paved areas will be proposed using appropriate methods such as jack-and-bore or directional drilling, where open trenching is not feasible. Drainage infrastructure such as inlets, culverts, and underground detention systems will be incorporated to manage site runoff and comply with local stormwater regulations.

iii. Surface utilities will include above-ground electrical distribution systems, lighting poles, communication cabinets, fire hydrants, water meters, and other mechanical and electrical infrastructure serving yard operations, buildings, and maintenance areas. The utility scope will also include the relocation or protection of any existing active utilities that are impacted by

proposed design elements. Engineer's subconsultant will lead the electrical and communications utility design.

iv. All utility work will be designed to meet local jurisdictional codes, utility provider standards, and project-specific operational requirements. Utility layouts will be shown in plan and profile views and coordinated with grading, paving, structural, and rail design disciplines to ensure conflict-free and efficient integration into the overall yard development.

e. Drainage Design:

i. Upon completion of the Drainage Analysis and Authority review and comments, Engineer will prepare 30% plans for the drainage features, including channel modification and realignment, detention basins and supporting appurtenances, Engineer will design an on-site drainage system for the proposed rail yard. This design will be conducted in accordance with the requirements of the Port of Corpus Christi, the City of Robstown (for any public roadways within the City Limits), and Nueces County (for any roadways in unincorporated areas).

ii. Engineer will include stormwater BMPs in conformance with the requirements of the Texas Pollutant Discharge Elimination System (TPDES) Permit Number TXR040000. Ditch A and Ditch C have not been assessed and are not identified by the EPA as impaired waters. Both are tributaries to Oso Creek, which has been identified as impaired due to bacteria and other microbes. As required by the TPDES permit, the project will likely include measures to address floatables. Best Management Practices will be developed for ongoing operations to manage non-sediment pollutants.

f. Roadway Pavement:

i. Engineer understands that a traffic study for the project will be performed as part of this effort. This study will provide critical input for roadway design, particularly for offsite roadway pavement design. Engineer will require the results of the traffic study to proceed with this portion of the design. In addition, Engineer anticipates that certain existing roadways within the project limits—such as County Road 40—may require full-depth pavement removal or replacement due to proposed rail track crossings or bridge structures.

ii. Engineer will incorporate these modifications into the proposed roadway pavement plans since Engineer's subconsultant will develop a detailed paving design that will meet standard or expected capacities. The paving design will include pavement structure by layer, slopes, drainage requirements, and materials, using either geotechnical recommendations or available as-built drawings. These plans will be developed in coordination with the preliminary rail alignment and site grading design. The offsite pavement design itself will be performed by Engineer's subconsultant as part of their tasks.

g. Electrical Design: Engineer's subconsultant will perform electrical design to meet UPRR standards.

i. Opinion of Probable Construction Costs: Engineer will provide an OPCC at the 10% and 30% Design Level. The OPCC will be in Construction specification institute (CSI) format. The level of accuracy will be defined by the AACE Estimate classification. for the 10% deliverable estimate will be a Class 4 and for the 30% deliverable estimate will be a Class 3.

ii. Programmatic Schedule: Engineer will provide a P6 programmatic construction schedule at the 10% and 30% Design Level.

iii. Risk Register: Engineer will engage the help of the project and construction risk team to develop a comprehensive risk register for the project. Engineer will go over the risk register on a monthly basis to update risks and find mitigation measures.

E. 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.

F. 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.

G. 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.

H. 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. The sealed topographic survey and geotechnical report and other preliminary phase reports 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.

I. 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, if requested, with the interim review submittal. 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.

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

K. 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 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.

II. 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.

III. Deliverables for the Preliminary Design Phase include:

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

B. 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. Report shall include Topographic Survey and Geotechnical Report and other preliminary data as described in Part 2 Support Services.

C. Risk Register.

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

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

IV. 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.

**A1.03 Final Design Phase –** *Not included in this Amendment*

**A1.04 Bid Phase –** *Not included in this Amendment*

**A1.05 Construction Phase –** *Not included in this Amendment*

## PART 2 – SUPPORT SERVICES (AMENDMENT NO. 2 - Project #23-035A)

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

A. Support Services included in this Contract include:

7. **Topographic Survey**: Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes.

   a. The team will perform; Topographic, boundary, aerial LiDAR, Imagery Survey and SUE Services.

   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. The horizontal datum for this survey will be State Plane Coordinate System NAD ’83 (2011), Texas South Zone and adjusted to ground (surface) coordinates. The vertical datum will be NAVD ’88 (GEOID 2018) in US Survey Feet.

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. SUE Deliverable: The team will provide a CAD file detailing the SUE information as well as a summary sheet for the QLA SUE test holes. Utilities will be surface designated, painted and surveyed. Utility Field Sketches will be performed of locate services performed. The Field Sketches will be color coded according to the American Public Works Association standards. Field sketches and QL-D records information can be provided to the Client at no additional cost and per the Client’s request.

f. Survey Deliverables:

- CSV off all points and control files
- MicroStation files for Railroad component of survey
- AutoCAD and GIS files of all compiled data
- TIN file of all datasets
- PDF overview drawing of the survey

i. All 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 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.

g. The sealed Survey shall be performed in conjunction with the Preliminary Design Phase.

8. **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 Engineer on behalf of the PCCA. Statements to the effect that the Report is only for the exclusive use of the Engineer are not acceptable.

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

d. The sealed Geotechnical Report shall be provided with the deliverables in the Preliminary Design Phase.

9. **Environmental Support**: This task will be performed by Engineer's subconsultant. The environmental support services will include:

   a. Preliminary review of the Aquatic Features and Waters of the United States

   b. Desktop Threatened and Endangered Species Assessment

   c. Preliminary Cultural Resource Review

   d. Phase 1 ESA REC Review and Sampling Plan Development

   e. Project Team Coordination

10. **Pipeline Study**: Engineer will perform this study.

    a. Assess potential pipeline conflicts and develop relocation/avoidance strategies to minimize disruptions.

    b. Estimate costs and develop a schedule for required relocations in coordination with yard construction.

11. **Local Jurisdictional Coordination**: This task will provide:

    a. Coordination with the Nueces County Drainage District No. 2 (NCDD2), City of Robstown, Robstown Utilities, Nueces County Commissioners and Public Works, Nueces County Water Control and Improvements District No.3 will be conducted to inform the proper agencies of planned development.

    b. Engineer's subconsultant will support Engineer in the plan development with input of local conditions. This will provide a high-level outlining of objectives that will be taken to achieve anticipated outcome.

    c. Engineer's subconsultant will additionally assist with public involvement meetings, permit cost evaluations, quality control, and utility coordination for water and sanitary sewer.

    d. Engineer's subconsultant will support External Roadway/Intersection Development design work as needed by project.

12. **Traffic Impact Analysis (TIA)**: The purpose of the Traffic Impact Analysis (TIA) is to evaluate the traffic related impacts associated with the proposed construction

and operational volumes at the project site. The TIA will focus on traffic to/from the site and intersections surrounding the site. The objectives are to quantify the Level of Service (LOS) based on construction and operational traffic and to develop roadway projects to mitigate traffic impacts surrounding the site to maintain acceptable LOS operations. As a result, the study will support the Traffic Management Plan and local agency coordination.

a. Public Agency Coordination: An essential aspect of the traffic analysis involves securing approval and support from local public agencies. A scoping meeting would be held during summer 2025 for the traffic analysis to introduce the approach and objectives of the traffic study as well as confirm planned roadway improvements. After the final report is approved by PCCA, Engineer's subconsultant will coordinate with Texas Department of Transportation (TxDOT), Nueces County, and City of Robstown to discuss the results and the roadway improvements that support the construction and operational needs of the site.

b. Data Collection: The task includes collecting data from PCCA, TxDOT, or other municipalities as needed for use in the TIA.

   i. Traffic data will be collected including TxDOT historical average daily traffic (ADT) data, future projections from the TxDOT Statewide Planning Map, and proposed transportation improvements within the project area from TxDOT Project Tracker and municipalities. Traffic signal timing would be obtained for traffic signals within the study. Identifying planned developments in the area also supports planning access and traffic at the site.

   ii. The task also includes collecting video intersection turning movement counts (TMC), during two consecutive typical weekdays (Tuesday, Wednesday, or Thursday), while school is in session or use current data if available, if school is not in session. Data will be provided in 15-minute increments and include 3 vehicle classifications and include pedestrian and bicycle counts. Collecting 12 hours of traffic data will provide the data needed to perform traffic signal warrant analysis at unsignalized intersections which determines if a traffic signal is needed. Perform TMC for 6 hours in the AM Peak and 6 hours in the PM Peak (for a total of 12 hours) at the following locations listed below.

      - SH 44 Frontage at FM 1694 (2 intersections, Unsignalized (Unsig))
      - SH 44 Frontage/Industrial Blvd at I-69 Frontage (2 intersections, Signalized)
      - I-69 at Texas Yes Blvd (2 intersections, Unsig)
      - I-69 at Terry Shamsie Blvd. (2 intersections, Unsig)
      - I-69 at CR 44 (2 intersections, Unsig)
      - I-69 at CR 48 (2 intersections, Unsig
      - I-69 NBFR at Entrance Ramp from Terry Shamsie (Unsig)
      - FM 1694 at Texas Yes Blvd (Unsig)
      - FM 1694 at CR 44 (Unsig)

iii. To verify ramp capacity at access points to the site, collect 48-hour ramp counts at up to 13 freeway ramps.

c. Traffic Projections and Trip Generation/Distribution: The TMCs provide current background traffic for an AM peak hour and a PM peak hour. The background traffic will then be projected to a future peak construction year and a future operational year using an annual average growth rate calculated based on historical and projected data from TxDOT online databases.

   i. Trip generation is developing the traffic volumes generated by the site. Trip generation will be performed for construction and operational scenarios based on assumptions and available data from similar sites. The trips generated by the site will be distributed among the site access points based upon expected origin/destination points of the workers and deliveries in coordination with the site plan. In addition, existing trips along CR 44 will be redistributed to show the impacts of closing a segment of CR 44 within the site.

d. Operational Analysis: Traffic modeling evaluates intersection capacity and Level of Service (LOS) by conducting weekday AM and PM peak hour traffic analyses using Synchro software for the following scenarios:

   i. To establish baseline existing (year 2025) conditions, the existing geometric configuration of the surrounding roadway network and existing traffic data will be used.

   ii. The Construction Phase No Build scenario will include planned roadway improvements for the study year and traffic generated from the site during the construction phase.

   iii. The Construction Phase Build scenario will include Construction Phase No Build traffic and construction phase traffic to determine the incremental effect of the project traffic.

   iv. The Operational Phase No Build scenario will include planned roadway improvements for the study year and traffic generated from the site during the operational phase.

   v. The Operational Phase Build scenario will include Operational Phase No Build traffic and operational traffic to determine the incremental effect of the project traffic.

e. Mitigation Development: To maintain acceptable LOS with the additional traffic generated by the project and promote safe ingress/egress, general roadway improvement recommendations will be analyzed for the construction and operational phases for the AM and PM peak hour.

i. The mitigation measures may include additional or lengthened turn lanes, enhanced signing and markings, new traffic signal if warranted, and traffic signal phasing/timing modifications.

ii. A traffic signal warrant analysis will be performed for the unsignalized intersections in the analysis using construction volumes and final operational volumes.

f. TIA Report: A draft of the TIA report will be prepared to present the analysis results and potential mitigation measures. Upon receipt of PCCA review of the draft report, responses and an updated draft report will be submitted. Engineer and Engineer's subconsultant will obtain feedback from the public agencies. Lastly, a final TIA report will be submitted that addresses minor comments from the public agencies.

g. External Roadway Conceptual Design (Off-Site): Engineer's subconsultant will develop conceptual design layouts (about 10% design level) of the mitigation measures for external roadway and intersection improvements based on available data. Engineer's subconsultant will provide conceptual cost estimates to be incorporated into the overall project cost estimate.

h. Exclusions: The traffic study is for a typical weekday, and a traffic analysis scenario for the weekend or an event at the fairgrounds would be an additional scope. Detailed external roadway design can be completed in the next stages of the project once locations for improvements have been identified. Detailed design (30% to 100%) and survey for external roadway improvements would be additional scope.

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

| DESCRIPTION OF SERVICES | Original Service Order Breakdown | Amendment No. 2 Breakdown | Amendment No. 2 Breakdown (current) | Amended Total Service Order Breakdown |
|---|---|---|---|---|
| **BASIC SERVICES:** | | | | |
| Concept Development | $280,300.00 | $ 0.00 | $ 0.00 | $ 280,300.00 |
| Preliminary Design Phase | $ 0.00 | $ 0.00 | $2,828,034.00 | $2,828,034.00 |
| Final Design Phase | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| Bid Phase | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| Construction Phase | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| Subtotal, Basic Services | **$280,300.00** | **$ 0.00** | **$2,828,034.00** | **$3,108,334.00** |
| **SUPPORT SERVICES:** | | | | |
| Demand Analysis and Modeling | $189,604.00 | $ 0.00 | $ 0.00 | $ 189,604.00 |
| Railroad Coordination | $193,796.00 | $ 0.00 | $ 0.00 | $ 193,796.00 |
| Funding Strategy | $ 25,550.00 | $ 0.00 | $ 0.00 | $ 25,550.00 |
| Community Engagement & Permit Support | $ 83,681.00 | $ 0.00 | $ 0.00 | $ 83,681.00 |
| Commercial Client Interphase & Analysis | $ 0.00 | $100,000.00 | $ 0.00 | $ 100,000.00 |
| Topographic Survey & SUE | $ 0.00 | $ 0.00 | $ 958,501.00 | $ 958,501.00 |
| Geotechnical Engineering | $ 0.00 | $ 0.00 | $ 256,645.00 | $ 256,645.00 |
| Environmental Support | $ 0.00 | $ 0.00 | $ 94,668.00 | $ 94,668.00 |
| Pipeline Study | $ 0.00 | $ 0.00 | $ 155,920.00 | $ 155,920.00 |
| Local Jurisdictional Coordination | $ 0.00 | $ 0.00 | $ 241,234.00 | $ 241,234.00 |
| Traffic Impact Analysis (TIA) | $ 0.00 | $ 0.00 | $ 208,178.00 | $ 208,178.00 |
| Subtotal, Support Services | **$492,631.00** | **$100,000.00** | **$1,915,146.00** | **$2,507,777.00** |
| **SUMMARY OF FEES:** | | | | |
| Basic Services Fee | $280,300.00 | $ 0.00 | $2,828,034.00 | $3,108,334.00 |
| Support Services Fee | $492,631.00 | $100,000.00 | $1,915,146.00 | $2,507,777.00 |
| **TOTAL NOT TO EXCEED AMOUNT** | **$772,931.00** | **$100,000.00** | **$4,743,180.00** | **$5,616,111.00** |

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 June 17, 2025.***

**PORT OF CORPUS CHRISTI AUTHORITY "PCCA":**

**By:** _____

**Title:** **Chief Executive Officer**

**Date:** _____

**AECOM TECHNICAL SERVICES, INC. "ENGINEER":**

**By:** Craig Holland
Craig Holland (Jun 11, 2025 10:43 PDT)

**Title:** **Vice President, Ports & Marine Division Leader, West Region**

**Date:** 06/11/2025

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

# AECOM SO1 Amend2 - 23-035A Inland Rail

Final Audit Report 2025-06-11

| | |
|---|---|
| Created: | 2025-06-11 |
| By: | Sonya Lopez-Sosa (sonya@pocca.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA0RZsfhTtzaoxwsGrPM7jupPDms00MLLR |

## "AECOM SO1 Amend2 - 23-035A Inland Rail" History

Document created by Sonya Lopez-Sosa (sonya@pocca.com)
2025-06-11 - 5:34:16 PM GMT- IP address: 64.183.208.115

Document emailed to craig.holland@aecom.com for signature
2025-06-11 - 5:35:12 PM GMT

Email viewed by craig.holland@aecom.com
2025-06-11 - 5:35:21 PM GMT- IP address: 98.83.86.118

Signer craig.holland@aecom.com entered name at signing as Craig Holland
2025-06-11 - 5:43:55 PM GMT- IP address: 208.127.235.58

Document e-signed by Craig Holland (craig.holland@aecom.com)
Signature Date: 2025-06-11 - 5:43:57 PM GMT - Time Source: server- IP address: 208.127.235.58

Agreement completed.
2025-06-11 - 5:43:57 PM GMT

PORT CORPUS CHRISTI

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of June 17, 2025

**DATE:** June 17, 2025

**TO:** Port Commission

**FROM:** Mark Gutierrez
Director of Security
mgutierrez@pocca.com
(361) 885-6199

**Approve a purchase contract with Marine Travelift Inc. in the amount of $572,349 for a mobile boat lift, 75BFMII, for use at the Southside Marine Center.**

**SUMMARY:** Staff is requesting approval of a purchase contract with Marine Travelift Inc. in the amount of $572,349 for a mobile boat lift for use at the Southside Marine Center. The purchase will be made utilizing the Port Security Grant Program (PSGP) 2023 funds with a 75% Federal share at $429,261 and a 25% PCCA match of $143,088. The mobile boat lift will be capable of lifting, moving, and launching all vessels in the Port Security fleet, including Rescue 1. The pricing in the purchase contract is based on GSA Contract # GS-07F-0183X.

**BACKGROUND:** PCCA has made numerous improvements and investments at the Southside Marine Center and this lift will afford Port personnel the ability to conduct preventative maintenance on the hulls and jet drives of all our marine assets. We will reduce costs incurred by using local boat yards to conduct minor maintenance and will significantly extend the life of our boats' bottom paint as we are able to better maintain the hull.

**ALTERNATIVES**: Continue to transit to Aransas Pass boat yard and Corpus Christi Marina to conduct hull maintenance.

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

**EMERGENCY:** Not an emergency, however, PSGP 23 grant funds must be utilized by August 2026, or award must be forfeited.

**FINANCIAL IMPACT:** The purchase will be made utilizing PSGP 2023 funds with a 75% Federal share at $429,261 and a 25% PCCA match of $143,088. Delivery of grant funds is on a reimbursement basis, necessitating temporary capital outlay. Reimbursements are requested against invoices paid on a quarterly basis throughout the execution of the project.

**STAFF RECOMMENDATION:** Staff recommends the Port Commission approve the purchase contract with Marine Travelift Inc. in the amount of $572,349 for a mobile boat lift, 75BFMII, for use at the Southside Marine Center.

**DEPARTMENTAL CLEARANCES:**

| | |
|---|---|
| Originating Department | Marine Assets |
| Reviewed & Approved | Mark Gutierrez |
| | |
| Legal | Dane Bruun |
| Senior Staff | Kyle Hogan |

**LIST OF SUPPORTING DOCUMENTS:**

GSA_QBINDER-USA-TX-Port_of_Corpus_Christi-17792-75BFMII-060325-V43.pdf

Port of Corpus Christi Authority
(Texas)
Corpus Christi, TX 78401
USA
Attn: John D Rice

## OFFER
## FINANCIAL, SPECIFICATION, CAPACITY

| | |
|---|---|
| OFFER#: | 6325-518295 |
| DATE: | 6/3/2025 |
| VALID UNTIL: | 6/24/2025 |

| | |
|---|---|
| BOAT HOIST MODEL | 75BFMII |
| CAPACITY: | 165000 Lbs |
| | 75000 kg |

This document contains proprietary and confidential information. It is the exclusive intellectual property of Marine Travelift, inc. It is intended for the sole use of the individual, group or entity to whom it is addressed. It is not to be shared with third parties without the express written consent of Marine Travelift, Inc. If you are not the intended recipient of this document, you are hereby notified to immediately destroy it, and notify Marine Travelift, Inc,, of it's unintended receip.

**SALES OFFER**

MARINE TRAVELIFT

**75BFMII**


John D Rice
Port of Corpus Christi Authority (Texas)
Sales Offer for: Corpus Christi, TX 78401
USA
+1 (361) 429-2497

jrice@pocca.com


Document # 6325-518295
Print Date 3-Jun-25
Last Update: 3-Jun-25
Offer Expires: 24-Jun-25

PRICES ARE IN **USD**

This is a detail sales proposal for the equipment and options listed below. This proposal must include the technical specifications and either the preliminary general arrangement or the final separate detailed general arrangement file identified below. In the case of both, the separate general arrangement file referenced supercedes. Contract agreed, if all pages signed and down payment received before expiry date.

## *Marine Travelift* *75BFMII* Boat Hoist

| | | | |
|---|---|---|---|
| New nominal rated capacity (due to dimension change) | 165000 Lbs | or | 75000 kg |
| Inside clear height under top beam (Loaded) | 26 Ft | or | 7.9 m |
| Inside Clear Width ICW (Based on historical models) | 30 Ft | or | 9.1 m |
| Negative lift of hoist block | 5 Ft | or | 1.5 m |
| Specific General Arrangement Drawing (if any) | 1403850DH_0 | | |
| Power plant / engine | Cummins 3.8L 130HP Tier 4 | | |

Note gradeability for full capacity, grade is measured by wheel height difference front to rear divided by wheelbase minus 1% for rolling resistance on perfect surface.

Freight is presently unstable with shortage of trucks and containers. The freight on this offer is an estimation based on prices at the time of this offer and previous history. Freight prices will likely change, and will be adjusted at time of shipping or after shipping with an adjustment invoice due upon issuance.

The lead time provided on the offer is based on the latest information from the planning department. This is based on materials and parts arriving reasonably within the latest lead times provided by proven suppliers. However should a supplier encounters a delay in delivering the material or parts, it will likely delay the completion of the machine.

GSA pricing based on Marine Travelift, Inc.GSA Contract# GS-07F-0183X available through procurement by GSA procurement procedures found in FAR 8.405-3. Prices on this quote valid through 6/30/2025. Refer to GSA Advantage! for approved GSA Schedule catalog.

This offer includes the above machine with following features and options:

| QTY | DESCRIPTION | | | PRICE |
|---|---|---|---|---|
| 1 | Mobile Boat Hoist | | $ | 477,011 |
| 4 | Inside Clear Height change (ICH) | | $ | 7,583 |
| 9 | Inside Clear Width change (ICW) | | $ | 16,758 |
| 1 | 2nd Hoist speed | | $ | 4,333 |
| 1 | Cummins 3.8L 130HP Tier 4 | | | |
| 1 | 12 LED Work Lights | | $ | 6,606 |
| 1 | Wireless Radio remote control for all functions | | $ | 22,803 |
| 1 | special | | | |
| 1 | Radio remote feedback LCD screen | | | |
| 1 | Radio remote control bypass cable | | | |
| 1 | Consumables for 1 year | | $ | 2,275 |
| 1 | US Supervisor for assembly in North America (Canada and USA) including travel and lodging | | $ | 10,000 |
| 2 | Truck loading | Loading, dunnage, labor | $ | 2,800 |
| 2 | Truck Conestoga | Freight is only estimated | $ | 22,180 |
| | Point of Loading | Wisconsin USA factory | | |
| | Point of delivery | Port or site name | | |
| | Point of transfer of ownership | Wisconsin USA factory | | |
| | Freight incoterm / US terms | FOB + Freight Port or site name | | |
| | Estimated freight time | 3 days, estimated, from loading | | |
| | **TOTAL** | | **$** | **572,349** |

| | |
|---|---|
| Validity of offer | June 24, 2025 |
| Estimated order date | June 13, 2025 |
| Machine lead time | 210 Days |
| Estimated completion date | January 9, 2026 |

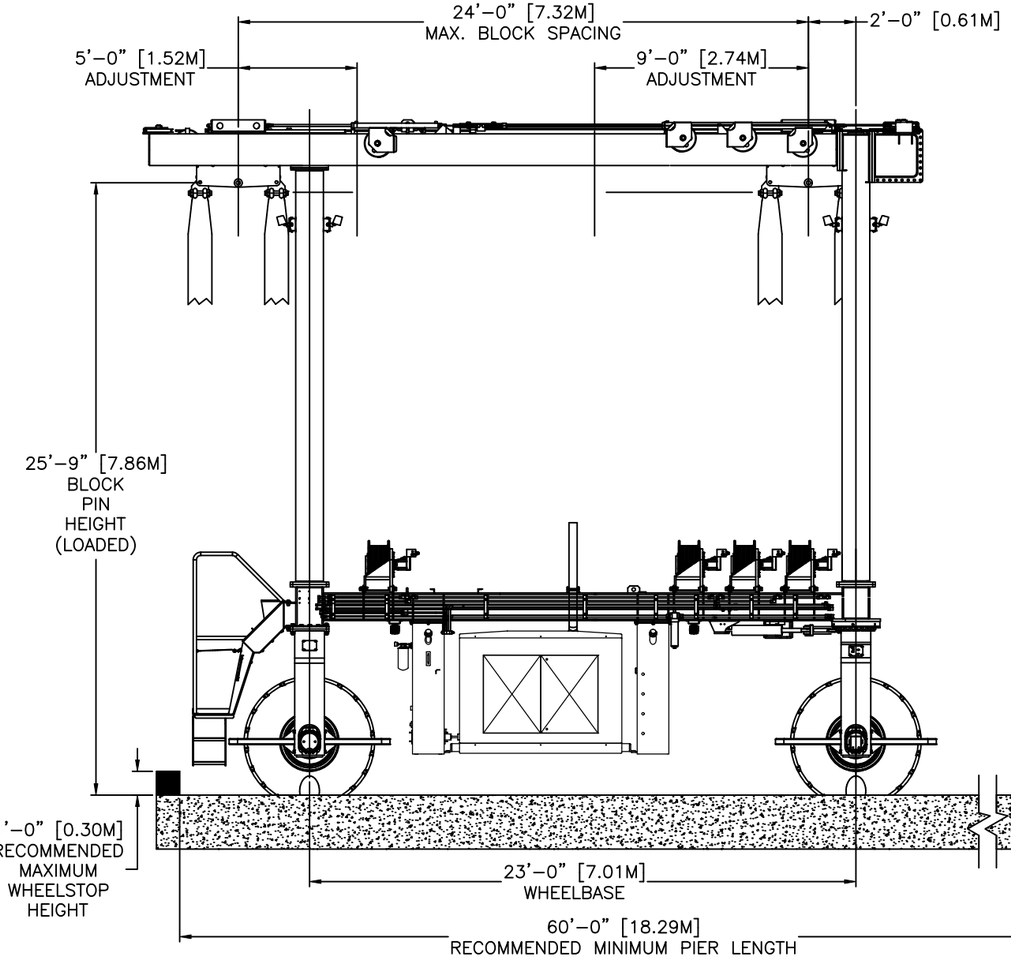
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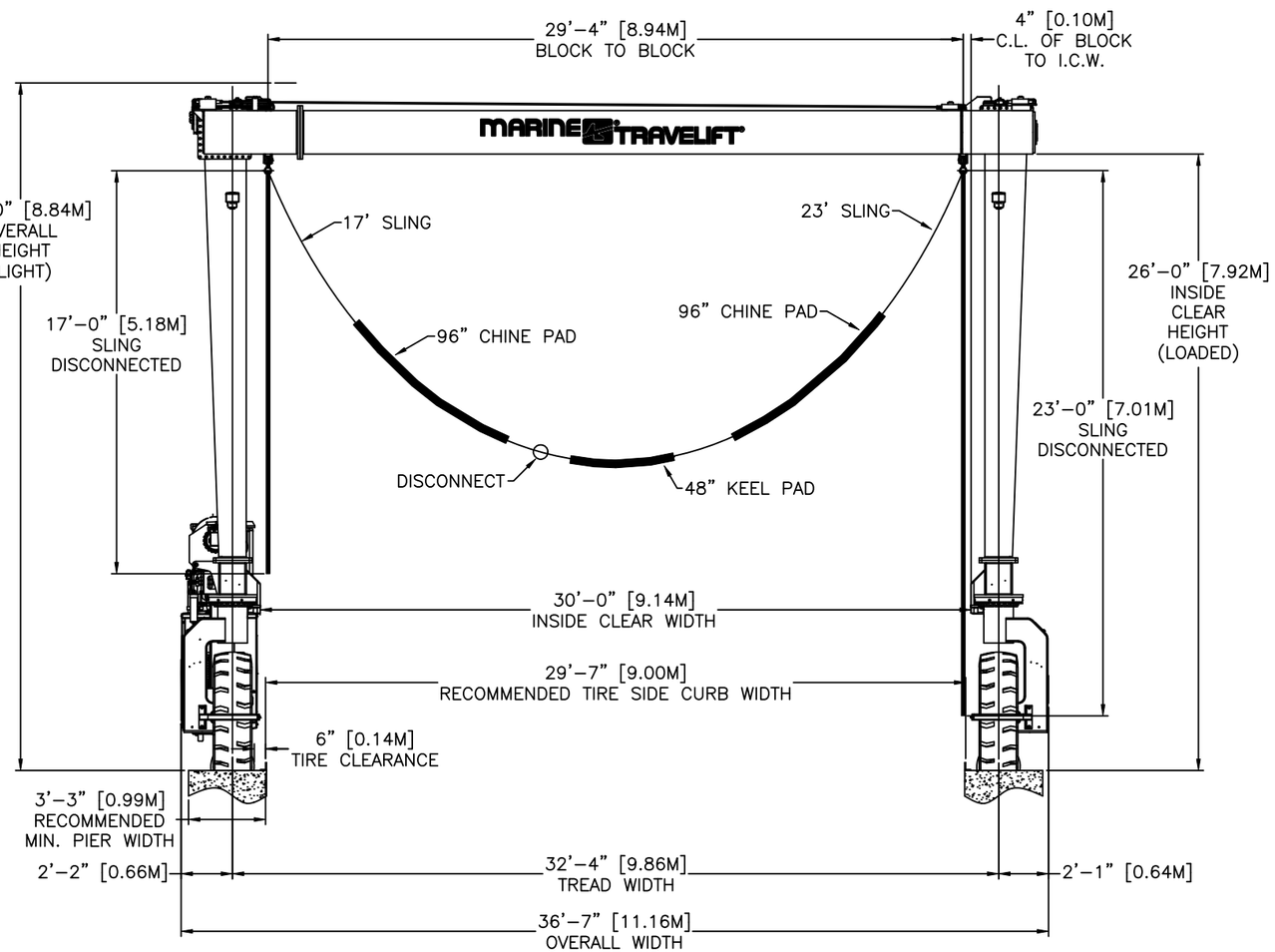
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|---|---|---|---|---|---|
| 35% | Down payment | Wire Transfer | 6/20/2025 | $ | 200,322 |
| 25% | Progress payment | Wire Transfer | 9/20/2025 | $ | 143,087 |
| 25% | Progress payment | Wire Transfer | 1/10/2026 | $ | 143,087 |
| 15% | Balance upon delivery | Wire Transfer | 2/10/2026 | $ | 85,852 |

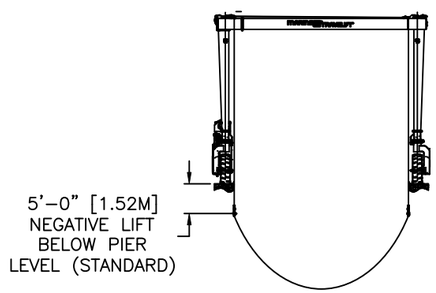
I certify that this offer will be honnored upon reception of the above down payment within the validity date above, and copy of this offer countersigned by the buyer along with a signed copy of the Superceding General Arrangement drawing listed above.

Richard Bueno

Sales Director
Marine Travelift Inc. rbueno@marinetravelift.com www.marinetravelift.com




OPTIONS SHOWN:
1. 2–SPEED HOISTS
2. CUMMINS 3.8L 130HP TIER 4 ENGINE
3. (12) DC–LED LIGHTS
4. WIRELESS REMOTE CONTROL

NOTES:
1. RATED LIFTING CAPACITY: 165,000 LBS [75.0MT]
2. SHOWN WITH 18.00–25 INDUSTRIAL TIRES
3. SHOWN WITH (4) 12" X 40' NYLON 2–PLY SLING SETS WITH QUICK DISCONNECT PINS, KEEL PADS AND CHINE PADS
4. FOR RECOMMENDED PIER INFORMATION CONSULT OUR LAUNCHING PIERS DATA SHEET

PRELIMINARY

CUSTOMER SIGNATURE | PRINTED NAME | DATE

DEALER SIGNATURE | PRINTED NAME | DATE

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| | |
|---|---|
| PROJECT NUMBER | 126–0423 |
| MODEL | |
| TYPE | GENERAL ARRANGEMENT |
| ORDER NUMBER | |

LATEST REVISION DESCRIPTION: INITIAL RELEASE

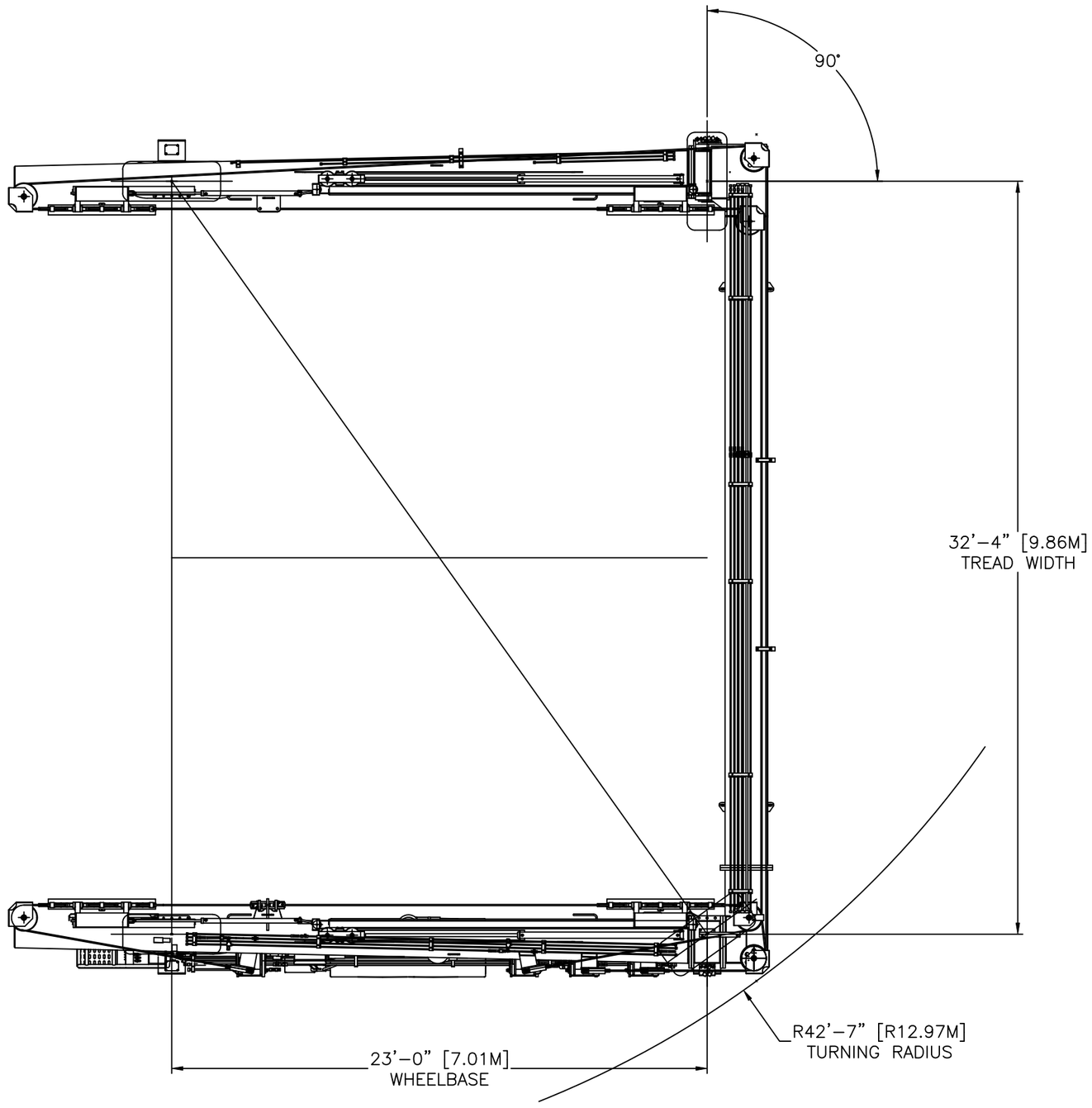
| ALL DIMENSIONS ARE NOMINAL | NAME | DATE |
|---|---|---|
| DRAWN | TWK | 5/1/2025 |
| REVISED | TWK | 5/1/2025 |
| APPROVED | | |

SIZE B

MARINE TRAVELIFT SHUTTLELIFT
49 EAST YEW STREET STURGEON BAY, WI 54235

MODEL & DESCRIPTION: BOATHOIST – 75BFMII
PORT OF CORPUS CHRISTI – TX

| SCALE | SHEET | DRAWING NUMBER |
|---|---|---|
| NS | 1 OF 5 | 1403850DH234 |




TWO–WHEEL FRONT 90° STEERING

PRELIMINARY

ALL DIMENSIONS ARE NOMINAL

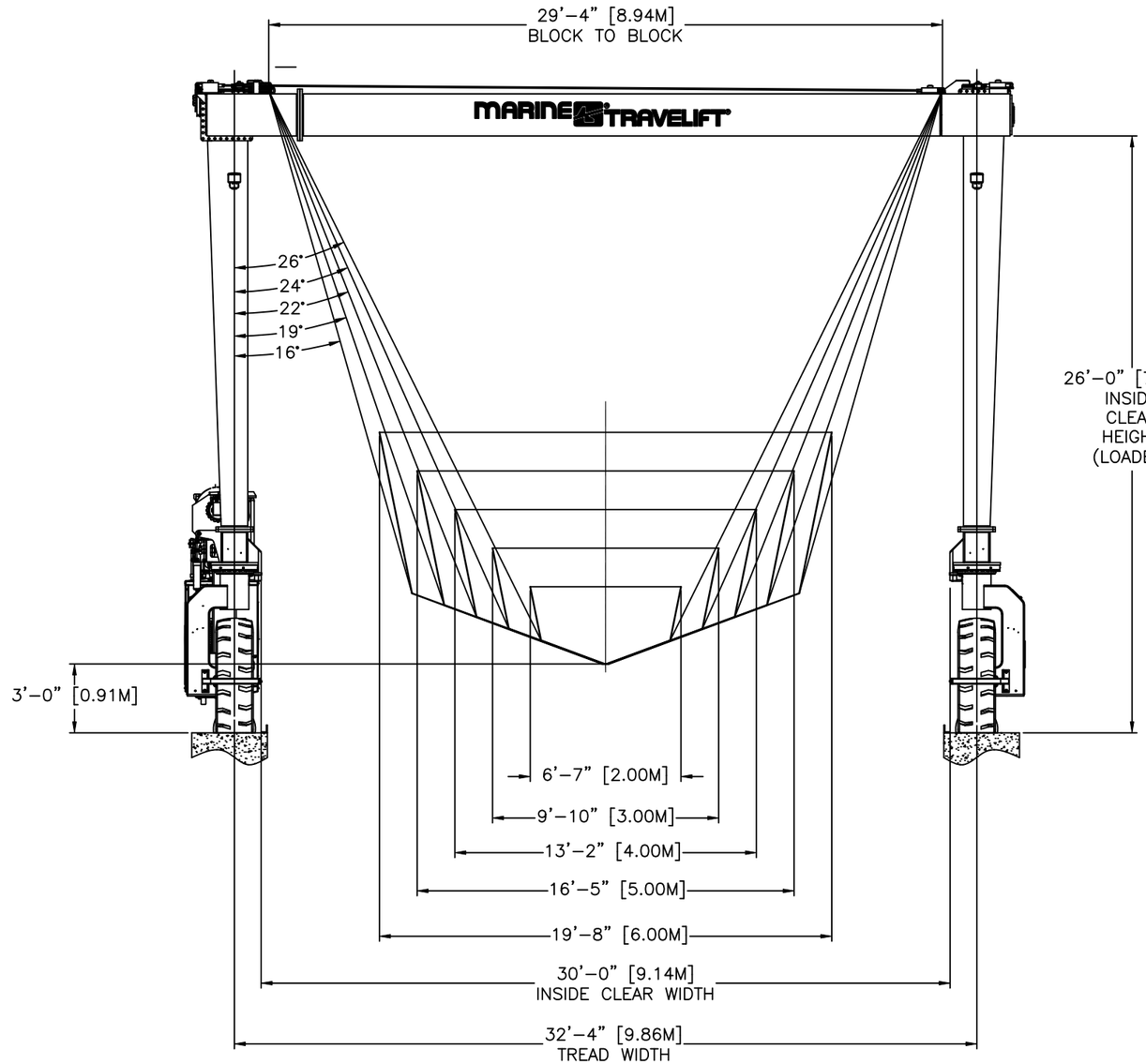
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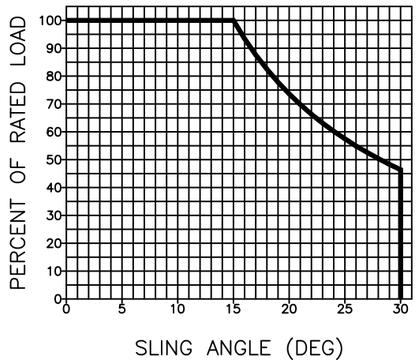
SIZE B

MARINE TRAVELIFT SHUTTLELIFT
49 EAST YEW STREET STURGEON BAY, WI 54235

DESCRIPTION
PORT OF CORPUS CHRISTI – TX

| SCALE | SHEET | DRAWING NUMBER |
|---|---|---|
| NS | 2 OF 5 | 1403850DH235 |




NOTES:
1. FULL CRANE CAPACITY UP TO 15° SLING ANGLE AND VESSEL C.G. CENTERED ON WHEELBASE.

2. CRANE CAPACITY IS REDUCED FOR SLING ANGLES GREATER THAN 15° AND UP TO 30° (SEE CHART) OR WITH OFFSET C.G. POSITIONS.

3. NEGATIVE SLING ANGLES OR SLING ANGLES GREATER THAN 30° ARE NOT ALLOWED.

4. SLING ANGLES MAY VARY DEPENDING UPON HULL PROFILE AND HEIGHT LIFTED.

| SLING ANGLE (DEG) | PERCENT OF RATED LOAD | RATED LOAD (MT) |
|---|---|---|
| 0–15 | 100 | 75 |
| 16 | 93 | 69 |
| 17 | 88 | 66 |
| 18 | 82 | 61 |
| 19 | 78 | 58 |
| 20 | 74 | 55 |
| 21 | 70 | 52 |
| 22 | 66 | 49 |
| 23 | 63 | 47 |
| 24 | 60 | 45 |
| 25 | 57 | 42 |
| 26 | 55 | 41 |
| 27 | 53 | 39 |
| 28 | 50 | 37 |
| 29 | 48 | 36 |
| 30 | 46 | 34 |

PRELIMINARY

ALL DIMENSIONS ARE NOMINAL

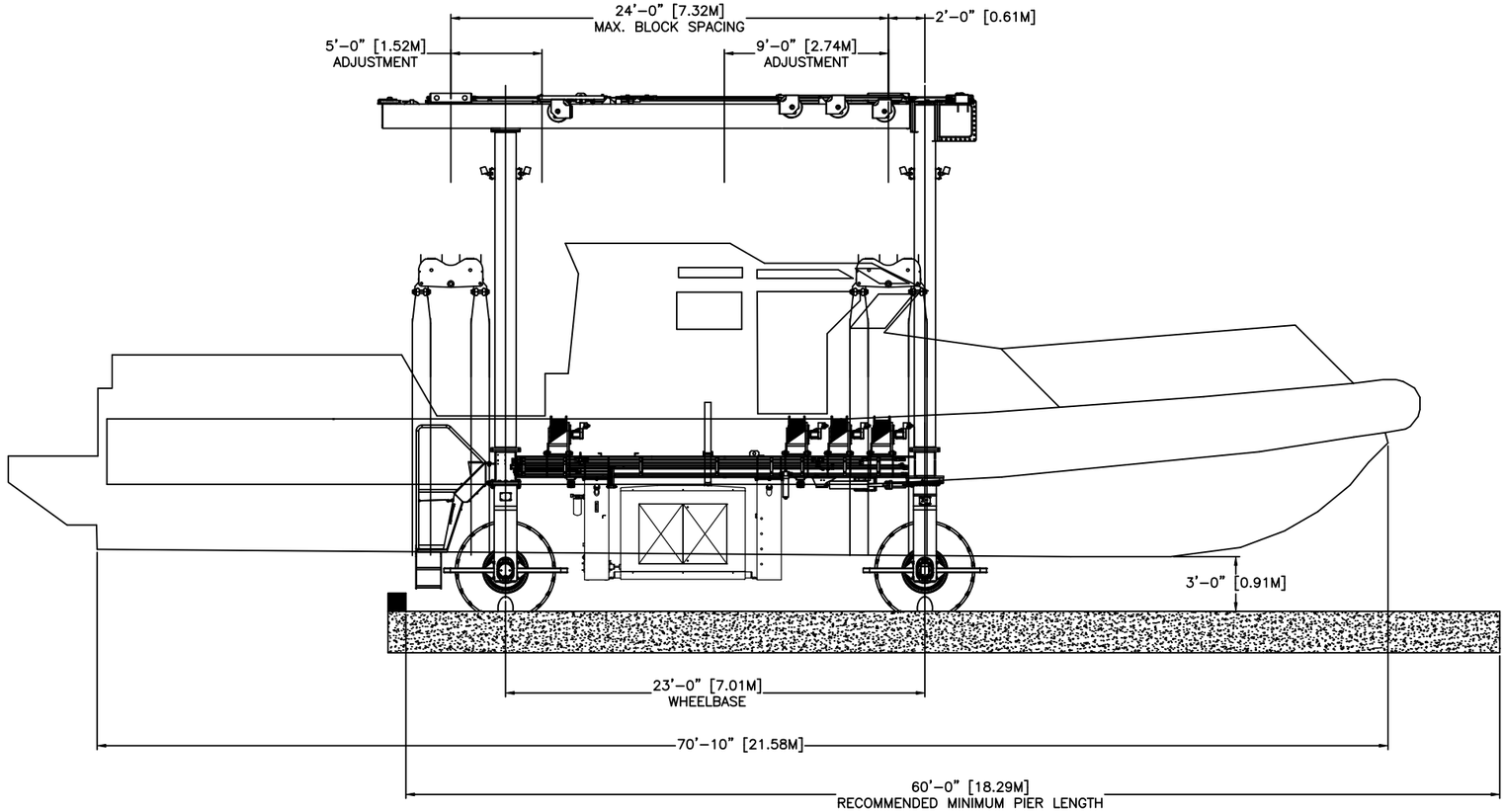
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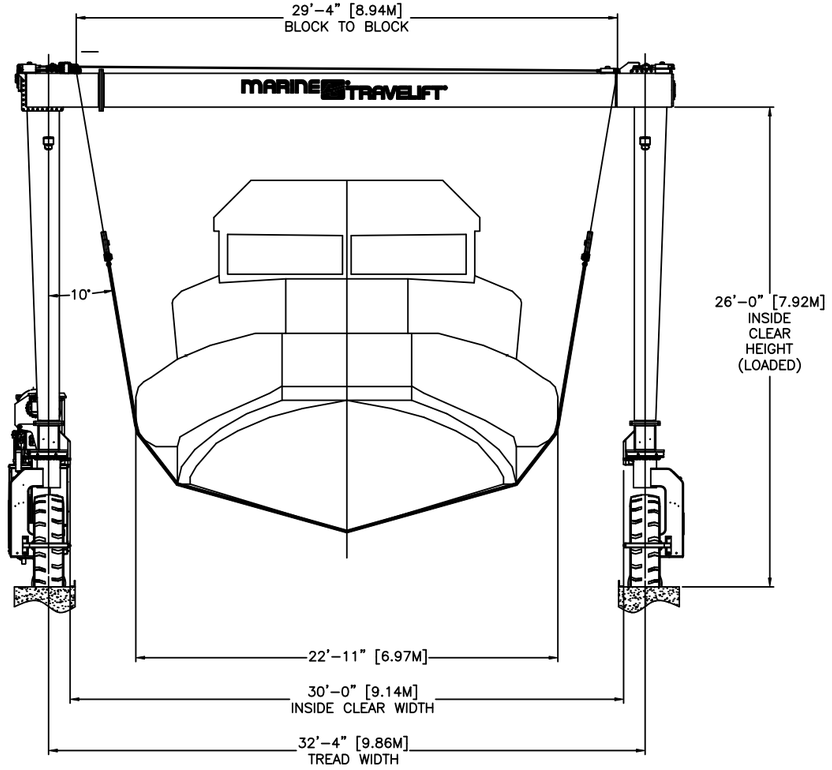
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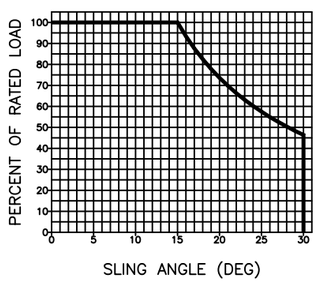
MARINE TRAVELIFT SHUTTLELIFT
49 EAST YEW STREET STURGEON BAY, WI 54235

DESCRIPTION
PORT OF CORPUS CHRISTI – TX

| SCALE | SHEET | DRAWING NUMBER |
|---|---|---|
| NS | 3 OF 5 | 1403850DH236 |




NOTES:
1. FULL CRANE CAPACITY UP TO 15° SLING ANGLE AND VESSEL C.G. CENTERED ON WHEELBASE.

2. CRANE CAPACITY IS REDUCED FOR SLING ANGLES GREATER THAN 15° AND UP TO 30° (SEE CHART) OR WITH OFFSET C.G. POSITIONS.

3. NEGATIVE SLING ANGLES OR SLING ANGLES GREATER THAN 30° ARE NOT ALLOWED.

4. SLING ANGLES MAY VARY DEPENDING UPON HULL PROFILE AND HEIGHT LIFTED.

| SLING ANGLE (DEG) | PERCENT OF RATED LOAD | RATED LOAD (MT) |
|---|---|---|
| 0–15 | 100 | 75 |
| 16 | 93 | 69 |
| 17 | 88 | 66 |
| 18 | 82 | 61 |
| 19 | 78 | 58 |
| 20 | 74 | 55 |
| 21 | 70 | 52 |
| 22 | 66 | 49 |
| 23 | 63 | 47 |
| 24 | 60 | 45 |
| 25 | 57 | 42 |
| 26 | 55 | 41 |
| 27 | 53 | 39 |
| 28 | 50 | 37 |
| 29 | 48 | 36 |
| 30 | 46 | 34 |

| 75MT RATED CAPACITY | | | |
|---|---|---|---|
| BOAT WIDTH FT [M] | *SLING ANGLE (DEG) | PERCENT OF RATED LOAD | MAXIMUM LOAD CAPACITY DUE TO SLING ANGLE |
| 22'–11" [6.97M] | 10 | 100% | 75MT |

*SUBJECT TO WORST CASE SLING ANGLE

NOTES:
1. ESTIMATED LIFT PLAN FOR 70' RESCUE VESSEL
2. MAXIMUM VESSEL DISPLACEMENT (AS SHOWN): 75MT (ACTUAL UNKNOWN)
3. CUSTOMER IS RESPONSIBLE TO DETERMINE HULL INTEGRITY
4. THIS IS ONLY AN ESTIMATE. ACTUAL VESSEL AND SLING POSITIONING DETERMINED BY LOCATION OF LCG (NOT KNOWN)

PRELIMINARY

ALL DIMENSIONS ARE NOMINAL

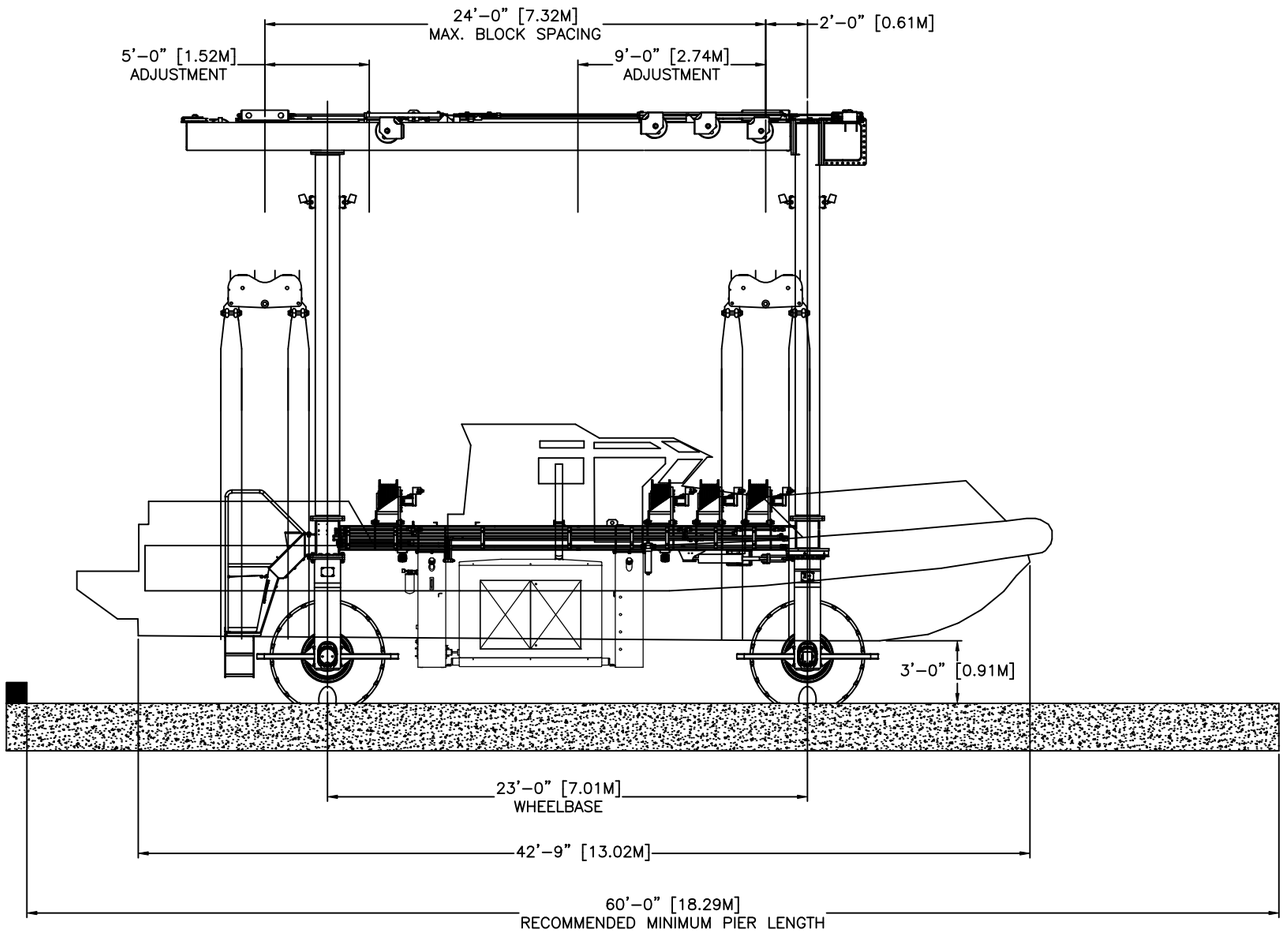
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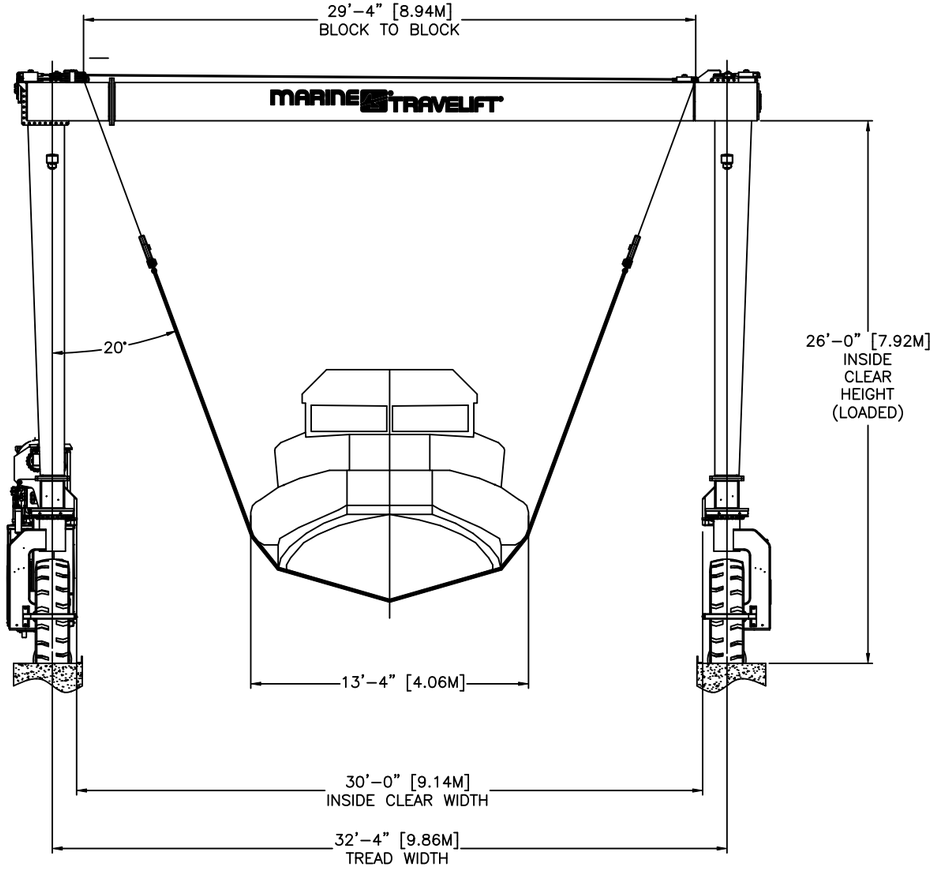
SIZE B

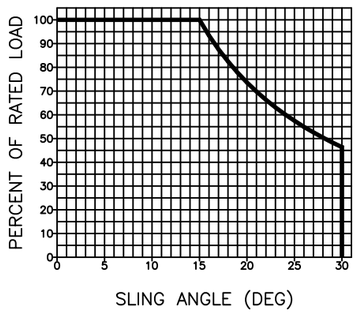
MARINE TRAVELIFT SHUTTLELIFT
49 EAST YEW STREET STURGEON BAY, WI 54235

DESCRIPTION: PORT OF CORPUS CHRISTI – TX

SCALE: NS | SHEET: 4 OF 5 | DRAWING NUMBER: 1403850DH237




NOTES:
1. FULL CRANE CAPACITY UP TO 15° SLING ANGLE AND VESSEL C.G. CENTERED ON WHEELBASE.

2. CRANE CAPACITY IS REDUCED FOR SLING ANGLES GREATER THAN 15° AND UP TO 30° (SEE CHART) OR WITH OFFSET C.G. POSITIONS.

3. NEGATIVE SLING ANGLES OR SLING ANGLES GREATER THAN 30° ARE NOT ALLOWED.

4. SLING ANGLES MAY VARY DEPENDING UPON HULL PROFILE AND HEIGHT LIFTED.

| SLING ANGLE (DEG) | PERCENT OF RATED LOAD | RATED LOAD (MT) |
|---|---|---|
| 0–15 | 100 | 75 |
| 16 | 93 | 69 |
| 17 | 88 | 66 |
| 18 | 82 | 61 |
| 19 | 78 | 58 |
| 20 | 74 | 55 |
| 21 | 70 | 52 |
| 22 | 66 | 49 |
| 23 | 63 | 47 |
| 24 | 60 | 45 |
| 25 | 57 | 42 |
| 26 | 55 | 41 |
| 27 | 53 | 39 |
| 28 | 50 | 37 |
| 29 | 48 | 36 |
| 30 | 46 | 34 |

| 75MT RATED CAPACITY | | | |
|---|---|---|---|
| BOAT WIDTH FT [M] | *SLING ANGLE (DEG) | PERCENT OF RATED LOAD | MAXIMUM LOAD CAPACITY DUE TO SLING ANGLE |
| 13'–4" [4.06M] | 20 | 74% | 55MT |

*SUBJECT TO WORST CASE SLING ANGLE

NOTES:
1. ESTIMATED LIFT PLAN FOR 42' RESCUE VESSEL
2. MAXIMUM VESSEL DISPLACEMENT (AS SHOWN): 55MT (ACTUAL UNKNOWN)
3. CUSTOMER IS RESPONSIBLE TO DETERMINE HULL INTEGRITY
4. THIS IS ONLY AN ESTIMATE. ACTUAL VESSEL AND SLING POSITIONING DETERMINED BY LOCATION OF LCG (NOT KNOWN)

PRELIMINARY

ALL DIMENSIONS ARE NOMINAL

THIS DOCUMENT AND THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF MARINE TRAVELIFT INC. AND SHALL NOT BE DISCLOSED OR USED BY A RECIPIENT EXCEPT AS SPECIFICALLY AUTHORIZED BY MARINE TRAVELIFT INC.

SIZE B

MARINE TRAVELIFT SHUTTLELIFT
49 EAST YEW STREET STURGEON BAY, WI 54235

DESCRIPTION
PORT OF CORPUS CHRISTI – TX

| SCALE | SHEET | DRAWING NUMBER |
|---|---|---|
| NS | 5 OF 5 | 1403850DH238 |

Document: 6325-518295

6/3/2025

| **SPECIFICATIONS** | | Metric |
|---|---|---|
| MACHINE CONFIGURATION | | |
| Mobile Boat Hoist | Yes | |
| Nominal capacity under the hoist blocks | 165000 Lbs | 75000 kg |
| Number of hoists | 4 | |
| Total number of wheels | 4 | |
| Steering 2WS with hydraulic ram | Yes | |
| Base machine weight | 57000 Lbs | 25900 kg |
| Machine shipped disassembled | Yes | |
| AMBIENT / SITE | | |
| Minimum hoist spacing (with sling adjust) | 10 ft | 3.05 m |
| SPACING / SPREADERS / LENGTH | | |
| Max hoist spacing (outer hoists) | 24 ft | 7.32 m |
| SLINGS | | |
| Chine wear pads | Yes | |
| Slings US Compliant | Yes | |
| Inside clear height under top beam (Loaded) | 26 ft | 7.92 m |
| Inside Clear Height change (ICH) | 4 | |
| Inside Clear Width ICW (Based on historical models) | 30 ft | 9.14 m |
| Inside Clear Width change (ICW) | 9 | |
| LIFT HEIGHT POSITIVE AND NEGATIVE | | |
| Negative lift height | 5 ft | 1.52 m |
| HOIST MECHANISM | | |
| Number of hoists | 4 | |
| Total parts of line | 16 | |
| Mechanical upper hoist limiter | Yes | |
| Hoisting speed (full load) | 6.88 ft/min | 2.1 m/min |
| 2nd Hoist speed | Yes | |
| Hoisting speed (2nd speed) | 14.1 ft/min | 4.3 m/min |
| Hoisting speed 2nd derated by engine | 14.1 ft/min | 4.3 m/min |
| Winch drum design with paralel grooves | Yes | |
| STRUCTURE | | |
| Pivot trunnion | Yes | |
| Formed beam better than welded box | Yes | |
| PAINT / CORROSION PROTECTION | | |
| Zinc rich epoxy primer | Yes | |
| Engineered Siloxane 2 part top coat | Yes | |
| Hydraulic tubelines made of duplex stainless steel | Yes | |
| TIRES, WHEELS & WHEEL FRAMES | | |
| Single tire per corner | Yes | |
| Tire pressure | 145 PSI | 10 Bar |
| Cantelever wheel frame and hub | Yes | |
| DRIVE & GRADEABILITY | | |
| Hydrostatic drive system | Yes | |
| Hydrostatic and park brakes | Yes | |
| STD Gradeability and 2 speed ranges | Yes | |
| Speed range (100% capacity) | 88.6 ft/min | 27 m/min |
| Second speed range (empty) | 190 ft/min | 58 m/min |
| Gradeability loaded | 3.5 % | |
| STEERING | | |
| Steering / slew bearing | Yes | |
| ENGINE and POWER PLANT | | |
| Fuel tank volume | 38 Gal | 140 L |

| | | |
|---|---|---|
| Cummins 3.8L 130HP Tier 4 | Yes | |
| Hydraulic safety and cordura casing | Yes | |
| Hydaulic fittings and unions ORFS | Yes | |
| Hydraulic tank capacity | 38 Gal | 130 L |
| Oil Tank temperature and level sensors | Yes | |
| ELECTRIC SYSTEM | | |
| 12 LED Work Lights | Yes | |
| Bluetooth remote diagnostic G11 | Yes | |
| CONTROLS | | |
| Load Indicator (Electronic) | Yes | |
| Cab Controls  direct to valves | Yes | |
| Automatic Variable Throttle (AVT) | Yes | |
| Wireless Radio remote control for all functions | Yes | |
| special | Yes | |
| Radio remote feedback LCD screen | Yes | |
| Radio remote control bypass cable | Yes | |
| Fire Extinguisher | Yes | |
| ACCESSORIES | | |
| Consumables for 1 year | Yes | |
| LOGO, DOCUMENTATION & CERTIFICATES | | |
| Customer name on upper side beams | Yes | |
| US Supervisor for assembly in North America (Canada and USA) i | Yes | |

**BOAT HOIST**

1. This limited warranty applies only to new and unused equipment (Product(s)) purchased from Marine Travelift, Inc. or its authorized distributors, by the original end user. The limited warranty shall not be transferred, conveyed, assigned or in any other manner extended to another party, including, but not limited to parent corporations, subsidiaries, successors, employees, agents, principals, partners, creditors, beneficiaries or assignees.

2. Marine Travelift, Inc. warrants each new Product purchased from Marine Travelift, Inc. to be free from defects in material and workmanship under normal use and service for a period of twenty-four (24) months from the date of start-up on factory delivery report, 2000 hours of operation, or twenty-seven (27) months from factory completion (build) date, whichever occurs first (Warranty Period), provided that the Marine Travelift, Inc. Delivery Report and Operator Training Verification forms have been completed and are received by Marine Travelift, Inc. prior to the occurrence of an event giving rise to a valid Warranty Claim, as set forth hereunder (Limited Warranty).

3. Marine Travelift, Inc. further warrants that each new structural steel member (Steel Member(s)) that comprises the Product(s) to be free from defects in material and workmanship under normal use and service for a period of thirty-six (36) months from the date of start-up on factory delivery report, 4000 hours of operation, or thirty-nine (39) months from factory completion (build) date, whichever occurs first (Steel Member Warranty Period), provided that the Marine Travelift, Inc. Delivery Report and Operator Training Verification forms have been completed and are received by Marine Travelift, Inc. prior to the occurrence of an event giving rise to a valid Warranty Claim, as set forth hereunder (Limited Warranty). Steel Member(s) include columns, top beam, upper side beams, lower side beams and wheel frames as noted in the machine parts manual for the Product(s). The Limited Warranty for Steel Member(s) does not include items of failure caused by unit overload conditions or by rust, corrosion, neglect, misuse, abuse or any steel member or part that may have been altered or repaired in any manner not previously authorized by Marine Travelift, Inc.

4. To exercise this Limited Warranty, Marine Travelift, Inc. must receive written notice of a warranty claim (Warranty Claim) within the Warranty Period or Steel Member Warranty Period, sent to Marine Travelift, Inc. at the following address: 49 E. Yew St., Sturgeon Bay, WI 54235 USA. The Product(s) or Steel Member(s) subject to the Warranty Claim must be made available to Marine Travelift, Inc. at any place and time as designated by Marine Travelift, Inc. for inspection. For a Warranty Claim to be valid, Marine Travelift, Inc. must determine, in its sole discretion, that the Product(s) or Steel Member(s) subject to the Warranty Claim were defective in material or workmanship in the manufacturing process. If Marine Travelift, Inc. determines the Warranty Claim is valid, Marine Travelift, Inc. shall repair or replace with new or remanufactured parts or Steel Members, the defective Product(s) or Steel Member(s) within a reasonable time. THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT(S) OR STEEL MEMBER(S) NOT COVERED BY ANOTHER MANUFACTURER'S WARRANTY. See paragraph 5 below. The transportation of any such repaired or replaced Product(s) or Steel Member(s) will be provided FCA Origin. If requested by Marine Travelift, Inc., all replaced Product(s) or Steel Member(s) may be required to be returned, freight prepaid by original end user, to a facility designated by Marine Travelift, Inc.

5. For purposes of this Limited Warranty, the term Product(s) or Steel Member(s) shall not include any Wear Parts, including fluids, filters, belts, normal maintenance service, parts used in normal maintenance service, and other consumable or wear parts and items. This Limited Warranty shall not be applicable to Wear Parts in any manner. Items or component parts of the Marine Travelift, Inc. Product(s) or Steel Member(s) covered by the warranty of another manufacturer, including but not limited to, tires, batteries, engines and accessories, are expressly excluded from this Limited Warranty.

6. This Limited Warranty shall be the only warranty, express or implied, for the Product(s) and Steel Member(s). MARINE TRAVELIFT, INC. HEREBY DISCLAIMS ANY EXPRESS WARRANTY NOT PROVIDED HEREIN AND ANY STATUTORY OR IMPLIED WARRANTY, GUARANTEE OR REPRESENTATION AS TO THE SUITABILITY OF THE PRODUCT(S) OR STEEL MEMBER(S) FOR ANY PARTICULAR PURPOSE, PERFORMANCE, QUALITY AND ABSENCE OF HIDDEN DEFECTS, WHICH BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, STATUTE, CUSTOM OF TRADE OR COURSE OF DEALING, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS PROVIDED HEREIN, MARINE TRAVELIFT, INC. MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, OR FITNESS FOR ANY PURPOSE OF THE PRODUCT(S) OR STEEL MEMBER(S), ALL OF WHICH ARE HEREBY EXCLUDED AND DISCLAIMED. THE PRODUCT(S) AND STEEL MEMBER(S) ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS.

7. Marine Travelift, Inc.’s liability, if any, in connection with the sale of Product(s) and Steel Member(s) is express limited to the repair or replacement of defective Product(s) or Steel Member(s). All other damages, indirect, direct or consequential, special, exemplary, or punitive, including reasonable attorney’s fees, arising under statute, through negligence or otherwise, are hereby expressly disclaimed and not made part of this Limited Warranty.

8. This Limited Warranty applies only to new and unused Product(s) and Steel Member(s), which after shipment from Marine Travelift, Inc., have not been altered, changed, repaired, or damaged by improper use, accident, other casualty or negligence, or by operation beyond rated capacity. No warranty of any kind, statutory, implied, or otherwise, relating to merchantability, fitness for a particular purpose or other qualities shall apply to trade accessories, attachments, tools, or other Product or Steel Member implements not manufactured by Marine Travelift, Inc. No attempt to repair, or promise to repair, or improve the Product(s) or Steel Member(s) covered by this Limited Warranty by any representative of Marine Travelift, Inc., shall waive any consideration of the contract or change or extend this Limited Warranty in any manner whatsoever. THE INSPECTIONS, MAINTENANCE SCHEDULE, AND OPERATION PROCEDURES AS OUTLINED IN THE MARINE TRAVELIFT, INC. OPERATIONS MANUAL MUST BE FOLLOWED AND DOCUMENTED BY THE END USER OR THE LIMITED WARRANTY PROVIDED HEREIN WILL BE VOIDED.

49 E. Yew St., Sturgeon Bay, WI, 54235 U.S.A. October 1, 2014

PORT CORPUS CHRISTI

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of June 17, 2025

**DATE:** June 17, 2025

**TO:** Port Commission

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

**Approve a purchase contract with Motorola Solutions Inc., in the amount of $1,097,409 for Silent Sentinel long range camera systems with analytics to be mounted on the new Harbor Bridge pylons as well as another installation at LaQuinta, using Texas DIR Contract # DIR-CPO-5433.**

**SUMMARY:** Staff is requesting approval of a purchase contract with Motorola Solutions Inc., in the amount of $1,097,409 for two Silent Sentinel long range camera systems with analytics to be mounted on the Harbor Bridge pylons as well as the tower at LaQuinta using Texas DIR contract # DIR-CPO-5433. The purchase will be funded using Port Security Grant Program (PSGP) 2023 funds in the amount of $750,000 with a PCCA match of $347,409. This contract will be used to acquire and set up Silent Sentinel camera systems with server and analytics packages. The project includes three long range color and thermal cameras with AI analytics for Port entry and complete channel coverage of the Port and LaQuinta areas.

**BACKGROUND:** As PCCA has made significant improvements and investments into our dock and critical infrastructure throughout the north and south banks, there is a need to increase our visibility and surveillance of our assets on the waterside. This investment would allow for better surveillance of these assets by cameras to ensure increased security as well as accountability for any damage incurred by third parties.

**ALTERNATIVES**: Use existing cameras and add additional cameras at various locations with additional infrastructure. Would lose the ability of the added analytics and long-range detection.

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

**EMERGENCY:** Not an emergency, however, PSGP 23 grant funds must be utilized by August 2026, or award must be forfeited.

**FINANCIAL IMPACT:** Included in PSPG 2023 in the amount of $750,000 (federal) with a PCCA match of $347,409. Delivery of grant funds is on a reimbursement basis, necessitating temporary capital. Reimbursements are requested against invoices paid on a quarterly basis throughout the execution of the project.

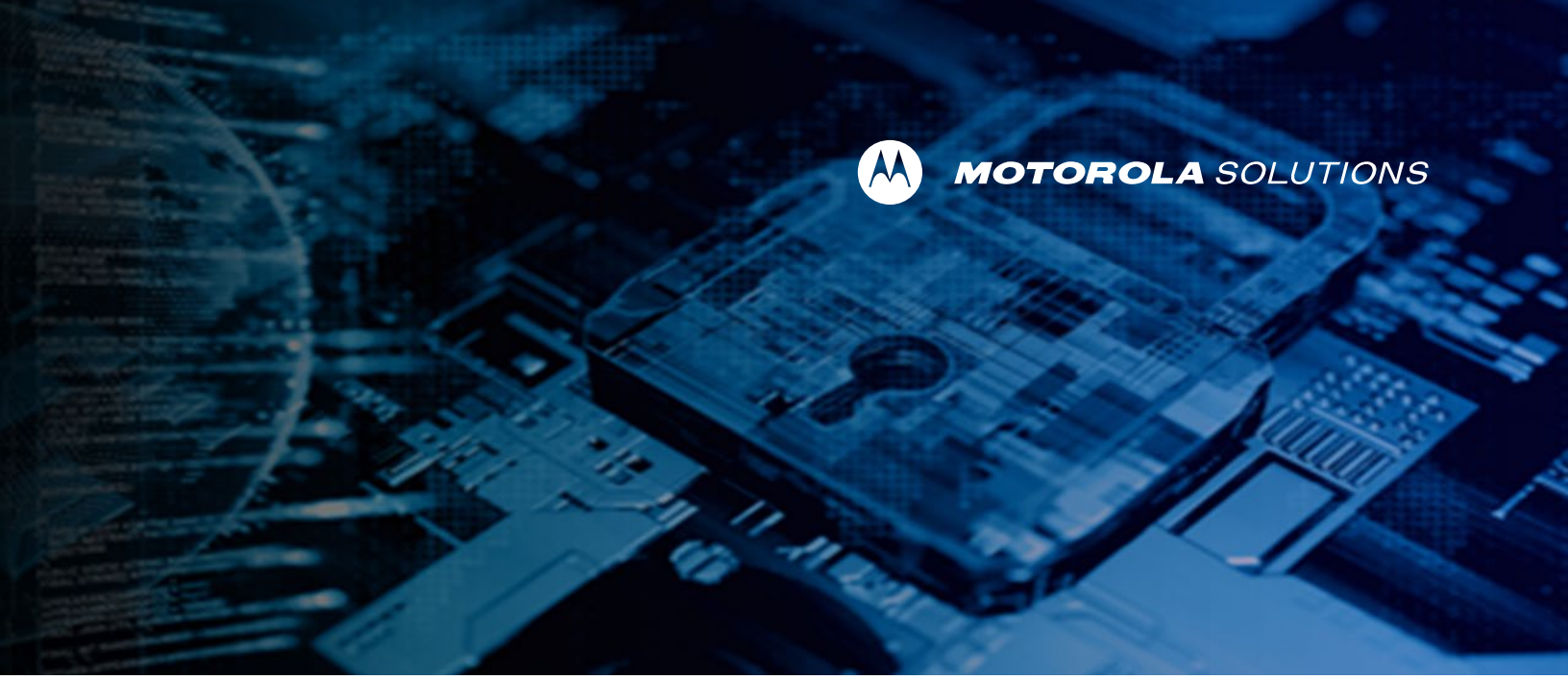
**STAFF RECOMMENDATION:** Staff is requesting approval of a purchase contract with Motorola Solutions Inc., in the amount of $1,097,409 of which PCCA is responsible for $347,409 with $750,000 in PSGP23 grant funds for two Silent Sentinel long range camera systems with analytics to be mounted on the Harbor Bridge and at LaQuinta using Texas DIR Contract # DIR-CPO-5433.

**DEPARTMENTAL CLEARANCES:**

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

**LIST OF SUPPORTING DOCUMENTS:**

Port of Corpus Christi LR Camera Proposal w Addendum -DIR Pricing.pdf
PSGP23_Cameras.pptx




Proposal

## Port of Corpus Christi

# Long-Range Camera Project

6/10/25

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

6/10/25

Stephen Wendt
Security Systems Administrator
400 Harbor Drive
Corpus Christi, Texas 78401

Stephen,

Motorola Solutions, Inc. (“Motorola”) appreciates the opportunity to provide the Port of Corpus Christi this proposal for Motorola's Silent Sentinel cameras and Avigilon software.

This proposal is subject to the terms and conditions of the State of Texas DIR-CPO-5433 contract. The Port of Corpus Christi can accept this proposal by delivering to Motorola a signed purchase order specifically referencing "PO is subject to Motorola's proposal and the terms and conditions of the Texas DIR-CPO-5433 contract".

Motorola would be pleased to address any questions that Port of Corpus Christi may have regarding the proposal. Any questions can be directed to Chris Morgan, Motorola Account Manager at 512-755-9006, or by email at Chris.Morgan@motorolasolutions.com.

Motorola appreciates your interest in the products and services that our company provides. We look forward to assisting Port of Corpus Christi towards advancing your security by implementing this project.

Sincerely,

Chris Morgan
regional Sales Manager
MOTOROLA SOLUTIONS, INC.



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*Motorola Solutions Confidential Restricted*

# System Description

Provide Port of Corpus Christi medium wave pan-tilt-zoom cameras and NVR server.

## Bill of Materials

The following equipment is proposed for Port of Corpus Christi.

| Quantity | Nomenclature | Description |
|---|---|---|
| 4 | Pan-tilt-zoom Mount | Jaegar Mk2 PTU, IP, NexOS, 48vDC, white color |
| 2 | Cooled MER Thermal CAM | Cooled MWIR thermal IP camera, with a 37.5-300mm F4.0 8X zoom lens and array format of 640x512, 15µm, 30Hz, NexOS, white color |
| 2 | Cooled MWIR Thermal HP | Cooled MWIR thermal IP camera, with a 43.6-785mm F4.0 zoom lens and array format of 640x512, 15µm, 30Hz, NexOS, white color |
| 4 | Daytime Camera | 1/1.8" Low Light, CMOS, HD IP visible camera, with a 20-800mm (40x) zoom lens, NexOS, white color |
| 4 | Single Height Pole Mount | PT Platform single height pole mount adaptor, 260mm height, white color |
| 4 | Galvanic Mount | Galvanic mount kit for P300 mount |
| 4 | 10 Meter HD-IP Cable | 10 meter cable for HD-IP camera (pre terminated both ends) |
| 4 | JPTX-Performance | Jaegar NexOS Performance software pack (to be purchased with a JPTX-MK2-I360200W Jaegar PTU) |
| 4 | Smart PSU for Cameras | SMART PSU 48VDC IP with Cat-5 connectivity, surge protection, remote restart, remote power down/on, remote diagnostic capability, cable entry sockets, suitable for JCMX cable / Jaegar NexOS PTU, Fiber Glass enclosure. |
| 2 | AINVR2 Recorder | AI NVR 2 STD FORM D, Core Series 24 TB RAID6, Hardened OS, 3Y Parts Warranty |
| 4 | Avigilon Unity8 Enterprise | Avigilon Unity 8 Enterprise License |
| 4 | AI Analytics License | Unity Video Analytics channel |



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# Statement of Work

## Overview

This Statement of Work (SOW) describes the deliverables to be furnished to Port of Corpus Christi. This document describes the actual work involved in the implementation of the solution and clarifies the responsibilities for both Motorola and Port of Corpus Christi during the project implementation.

## Motorola Responsibilities

Motorola's general responsibilities include the following:

- Provide equipment per Bill of Materials listed above.
- Provide remote NVR support and training.

## Port of Corpus Christi Responsibilities

Port of Corpus Christi will assume responsibility for the installation and performance of all other equipment and work necessary for the installation of this project.

## Assumptions

Motorola has based the system design on information provided by Port of Corpus Christi and an analysis of their system requirements. Key assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to Port of Corpus Christi, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order.

- All work is to be performed during normal work hours, Monday through Friday 7:00 a.m. to 3:30 p.m., not to exceed (8) eight hours per workday.

## Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Timeline, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties complete a written change order.



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# Pricing Summary

Motorola Solutions is pleased to present the following pricing to Port of Corpus Christi:

## Equipment and Installation Pricing

| Description | Price ($) |
|---|---|
| **Grand Total** | $1,097,409.00 |

| Product Code | Product Description | MSRP Price | Sales Price | QTY | Extended Total |
|---|---|---|---|---|---|
| JPTX-MK2-I360200W | Jaegar Mk2 PTU, IP, NexOS, 48vDC, white color | $ 48,216.00 | $ 39,200.00 | 4 | $ 156,800.00 |
| JPTX-PERFORMANCE | Jaegar NexOS Performance software pack (to be purchased with a JPTX-MK2-I360200W Jaegar PTU) | $ 18,882.00 | $ 15,351.00 | 4 | $ 61,405.00 |
| RHTX07IGB37Z300FW | Cooled MWIR thermal IP camera, with a 37.5-300mm F4.0 8X zoom lens and array format of 640x512, 15µm, 30Hz, NexOS, white color | $ 113,367.00 | $ 92,168.00 | 2 | $ 184,336.00 |
| RHTX07IGAB43Z785FW | Cooled MWIR thermal IP camera, with a 43.6-785mm F4.0 zoom lens and array format of 640x512, 15µm, 30Hz, NexOS, white color | $ 271,236.00 | $ 220,517.00 | 2 | $ 441,034.00 |
| RHTX07IFA20Z800W | 1/1.8" Low Light, CMOS, HD IP visible camera, with a 20-800mm (40x) zoom lens, NexOS, white color | $ 56,575.00 | $ 45,996.00 | 4 | $ 183,984.00 |
| SMART-PSB-D48-20A-JPTX-PT | SMART PSU 48VDC IP with Cat-5 connectivity, surge protection, remote restart, remote power down/on, remote diagnostic capability, cable entry sockets, suitable for JCMX cable / Jaegar NexOS PTU, Fiber Glass enclosure. USA Made | $ 8,695.00 | $ 7,069.00 | 4 | $ 28,276.00 |
| CA-JCMX-PT-10 | 10 meter cable for HD-IP camera (pre terminated both ends) | $ 2,031.00 | $ 1,651.00 | 4 | $ 6,604.00 |
| P300-PM260W | PT Platform single height pole mount adaptor, 260mm height, white color | $ 882.00 | $ 717.00 | 4 | $ 2,868.00 |
| P300-GAL-KIT | Galvanic mount kit for P300 mount | $ 169.00 | $ 137.00 | 4 | $ 548.00 |
| AINVR2 Recorder | AI NVR 2 STD FORM D, Core Series 24 TB RAID6, Hardened OS, 3Y Parts Warranty | $ 16,466.00 | $ 13,387.00 | 2 | $ 26,774.00 |
| Avigilon Unity 8 Software Enterprise | Avigilon Unity 8 Enterprise License | $ 327.00 | $ 266.00 | 4 | $ 1,064.00 |
| AI Analytics License | Unity Video Analytics channel software License | $ 220.00 | $ 179.00 | 4 | $ 716.00 |
| Training on Avigilon | Avigilon Remote Training on AI NVR Recorder Usage | $ 1,845.00 | $ 1,500.00 | 2 | $ 3,000.00 |
| | | | | | |
| | **Total** | **$ 538,911.00** | **$ 438,138.00** | | **$ 1,097,409.00** |



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*Motorola Solutions Confidential Restricted*

# Contractual Documentation

This proposal is subject to the terms and conditions of the State of Texas DIR-CPO-5433 contract. Port of Corpus Christi can accept this proposal by delivering to Motorola a signed purchase order specifically referencing “PO is subject to Motorola’s proposal and the terms and conditions of the Texas DIR-CPO-5433 contract.”

● Data Location
○ Disclaimer: Data for the State of Texas Customer may be exported by Provider if (1) access is needed for internal business purposes such as processing orders or invoices to Poland, or (2) access to Customer Data is necessary to enable third tier development support personnel located outside of the United States to perform fixes or other remedial services associated with the products and services purchased hereunder.

● Product Accessibility
○ Disclaimer: Motorola provides products geared towards law enforcement professionals in their day-to-day operations and as such, our mobile video products are provided to work in and be supported in that environment. This Agreement encompasses a large variety of products, and as such accessibility for mobile video products may vary based on its environment and function, as such the accessibility requirements in this section shall not apply to Mobile Video Products. To the extent that accessibility standards could be applicable and/or commercially feasible for the applicable products and their environment, the DIR agencies may request that Motorola either provide the most recent VPAT assessment (if available) or respond to an accessibility information request within a reasonable timeframe.

● Limitation of Liability
○ Disclaimer: The liability for damages in any claim or cause of action arising under or related to the Purchase Order contemplated herein shall not exceed two times (2x) the total value of the Purchase Order. Such value includes all the amounts paid and amounts to be paid over the life of the Purchase Order to Motorola by Customer as described in the Purchase Order.

● License Agreement Term and Termination
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# Port of Corpus Christi Authority
## Procurement Department
### Price Verification Worksheet
### DIR Contract # 5433
### Discount Up to 10%

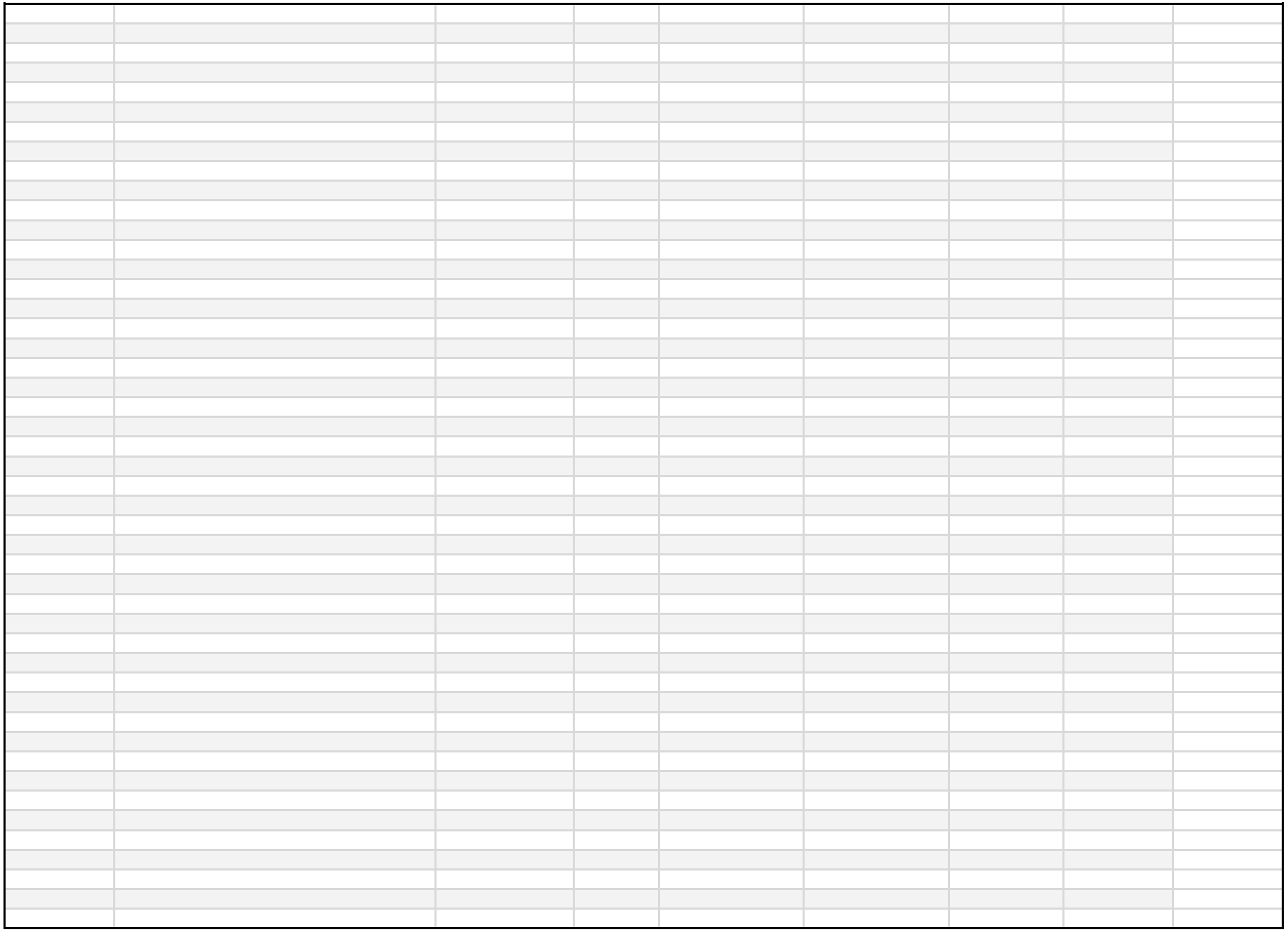
**Staff:** Claudia Rosalez
**Date:** 06/10/2025
**Quotation #:** 3886391
**Vendor:** Motorola Solutions, Inc.
**Total Cost:** $1,097,408.00

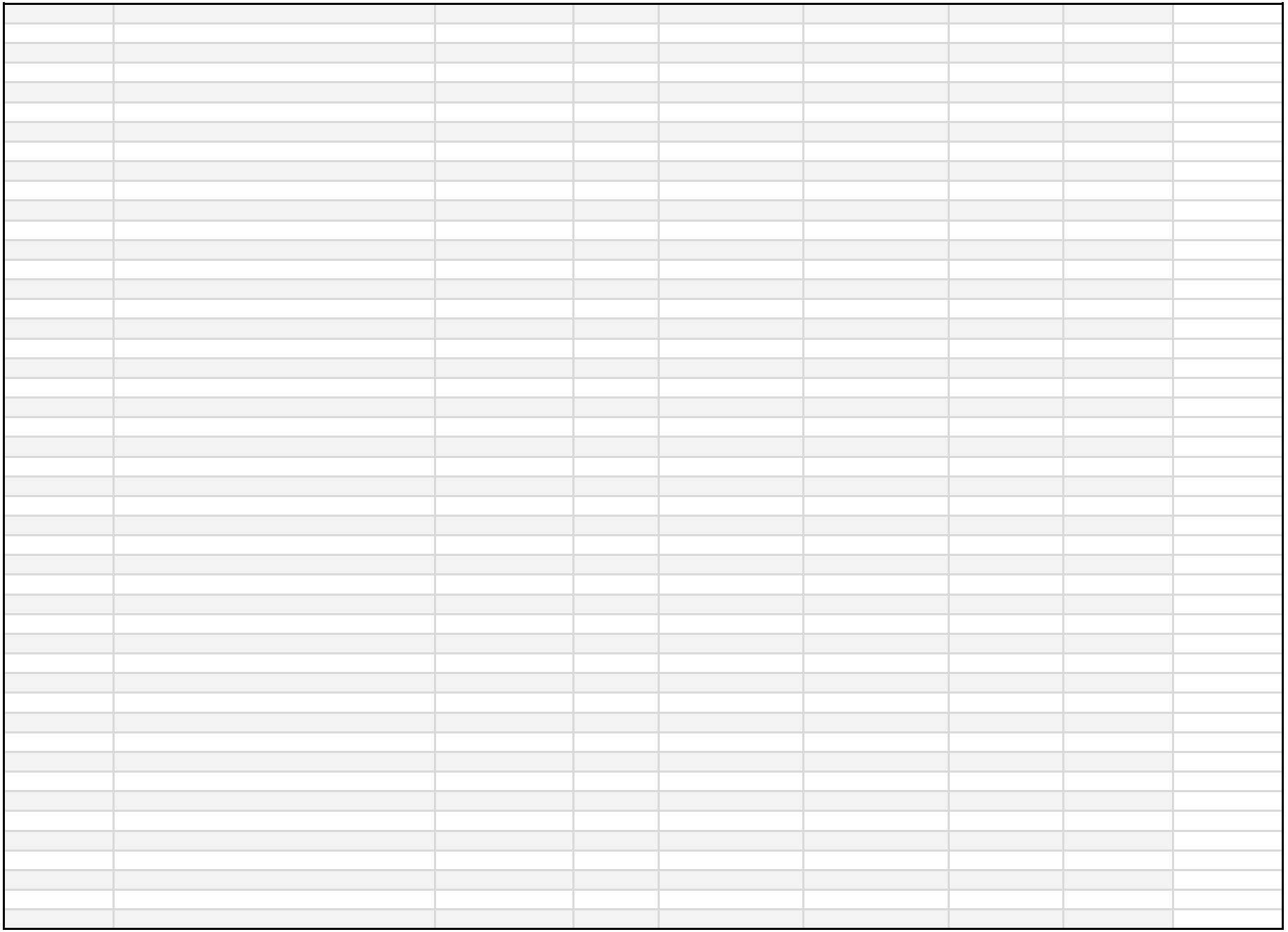
| Line No. | Item No. or Description | Description | Quantity | List Price | Quoted Price | Extended Cost | Discount | Actual Discount % |
|---|---|---|---|---|---|---|---|---|
| 1 | Jaegar Mk2 PTU, NexOs, 48vDC Intelligent Middleware Hardware & Software-232 | JPTX-MK2-1360200W | 4 | $48,216.00 | $39,200.00 | $156,800.00 | 0.00% | 18.70% |
| 2 | Jaegar NexOs Performance software pack Intelligent Middleware Hardware & Software-232 | JPTX-PERFORMANCE | 4 | $18,882.00 | $15,351.00 | $61,404.00 | 0.00% | 18.70% |
| 3 | Cooled MWIR thermal IP camera Drop Ship Site Equipment-207 | RHTX07IGB37Z300FW | 2 | $113,367.00 | $92,168.00 | $184,336.00 | 10.00% | 18.70% |
| 4 | Cooled MWIER thermal IP camera Drop Ship Site Equipment -207 | RHTX07IGAB43Z785FW | 2 | $271,236.00 | $220,517.00 | $441,034.00 | 10.00% | 18.70% |
| 5 | 1/1.8" low light, CMOS HD IP visible camera Drop Ship Site Equipment-207 | RHTXo7IFA20Z800W | 4 | $56,575.00 | $45,996.00 | $183,984.00 | 10.00% | 18.70% |
| 6 | SMART PSU 48 VDC IP with Cat5 connectivity Drop Ship Site Equipment-207 | SMART-PSB-D48-20A-JPTX-PT | 4 | $8,695.00 | $7,069.00 | $28,276.00 | 10.00% | 18.70% |
| 7 | 10 meter cable for HD-IP camera Drop Ship Site Equipment-207 | CA-JCMX-PT-10 | 4 | $2,031.00 | $1,651.00 | $6,604.00 | 10.00% | 18.71% |
| 8 | PT Platform single height pole mount adaptor Drop Ship Site Equipment-207 | P300-PM260W | 4 | $882.00 | $717.00 | $2,868.00 | 10.00% | 18.71% |
| 9 | Galvanic mount kit for P300 mount Drop Ship Site Equipment-207 | P300-GAL-KIT | 4 | $169.00 | $137.00 | $548.00 | 10.00% | 18.93% |
| 10 | AI NVR 2 SD FORM D, Core Series 24 TB RAID6 Drop Ship Site Equipment-207 | AINVrR2 Recorder | 2 | $16,466.00 | $13,387.00 | $26,774.00 | 10.00% | 18.70% |
| 11 | Avigilon Unity 8 Enterprie License Intelligent Middleware Hardware & Software-232 | Avigilon Unity 8 Software Enterprise | 4 | $327.00 | $266.00 | $1,064.00 | 0.00% | 18.65% |
| 12 | Unity Video Analytics channel software license Intelligent Middleware Hardware & Software-232 | AI Analytics License | 4 | $220.00 | $179.00 | $716.00 | 0.00% | 18.64% |
| 13 | Avigilon Remote Training on AI NVR Recorder Usage Intelligent Middleware Hardware & Software-232 | Training on Avigilon | 2 | $1,845.00 | $1,500.00 | $3,000.00 | 0.00% | 18.70% |
| | **TOTAL** | | | | | **$1,097,408.00** | | |

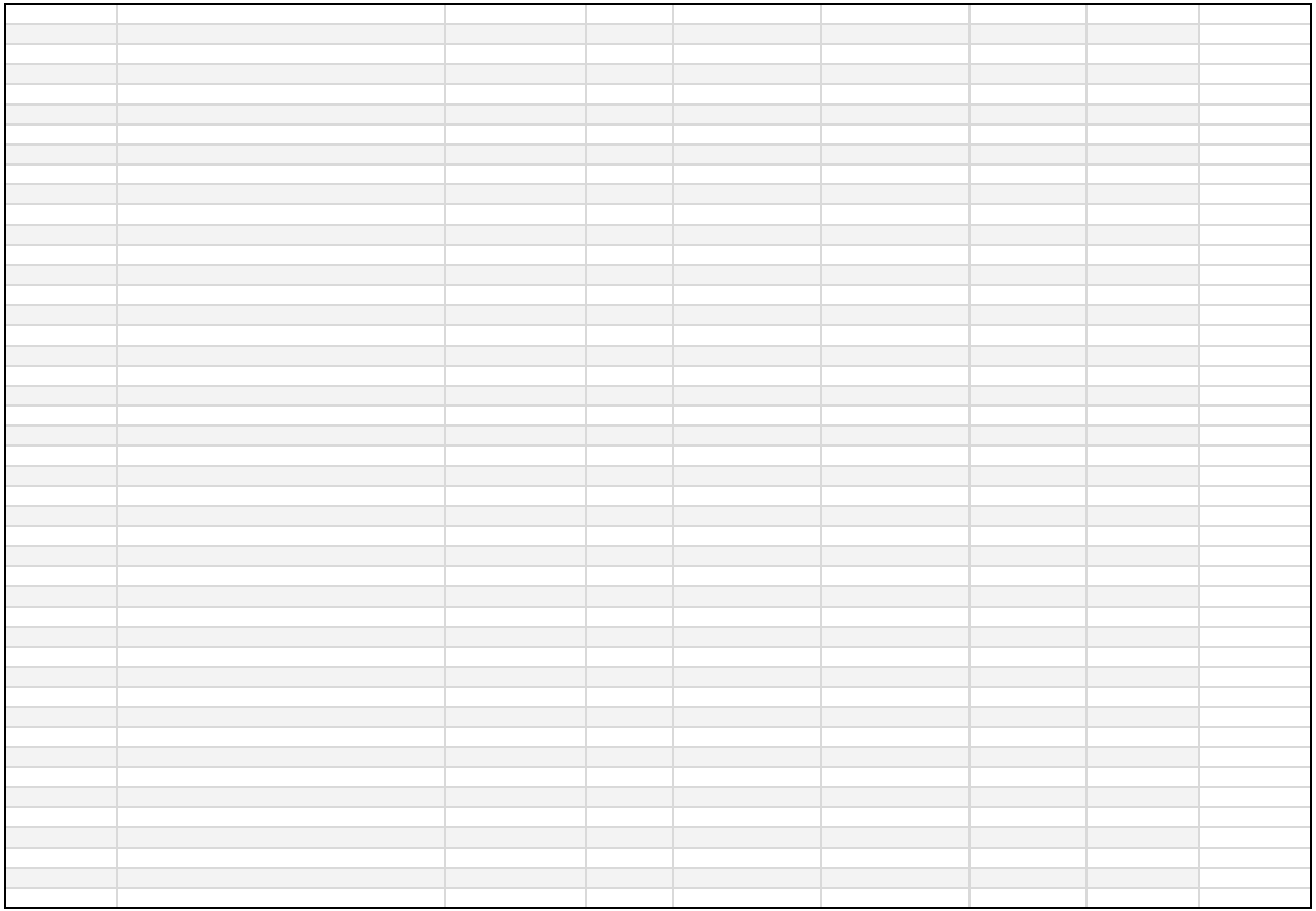
# Port of Corpus Christi Authority
## Procurement Department
### Price Verification Worksheet
### DIR Contract # DIR-CPO-5433
### Discount Up to 10%

**Staff:** Claudia Rosalez
**Date:** 06/10/2025
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| | **TOTAL** | | | | | **$1,097,408.00** | | |







# PSPG 2023 - Waterside dock cameras

June 5, 2025



**Stephen Wendt| Security Systems Administrator**

Presented by PORT CORPUS CHRISTI®

# Port Security Grant 23 Silent Sentinel Camera system

# Port Security Camera Installation

## Bridge and Tower Camera Installations

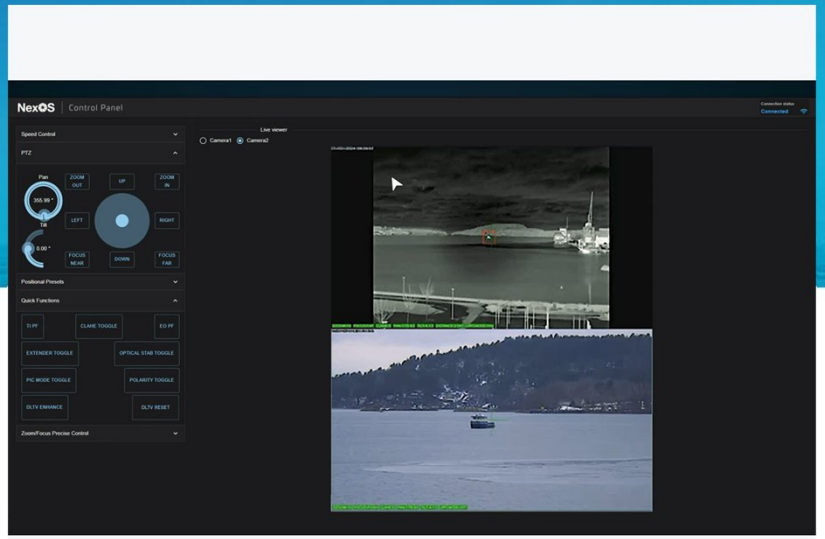
- Port visibility – By installing the Silent Sentinel camera system we will be enhancing the protection of soft targets and crowded places.
- Cost - $1,138,849 Included in PORT SECURITY GRANT PROGRAM FY2023. PSGP23 award $750K, PCCA responsibility of $388,849.
- Future-Proof Infrastructure: Camera system will replace the need for dozens of cameras and needed infrastructure port wide while increasing visibility along entire channel and out into the bay.

PORT CORPUS CHRISTI®

# PSPG 2023 - Waterside dock cameras

## Silent Sentinel Camera System Mounted on the Harbor Bridge






See Beyond the Horizon:

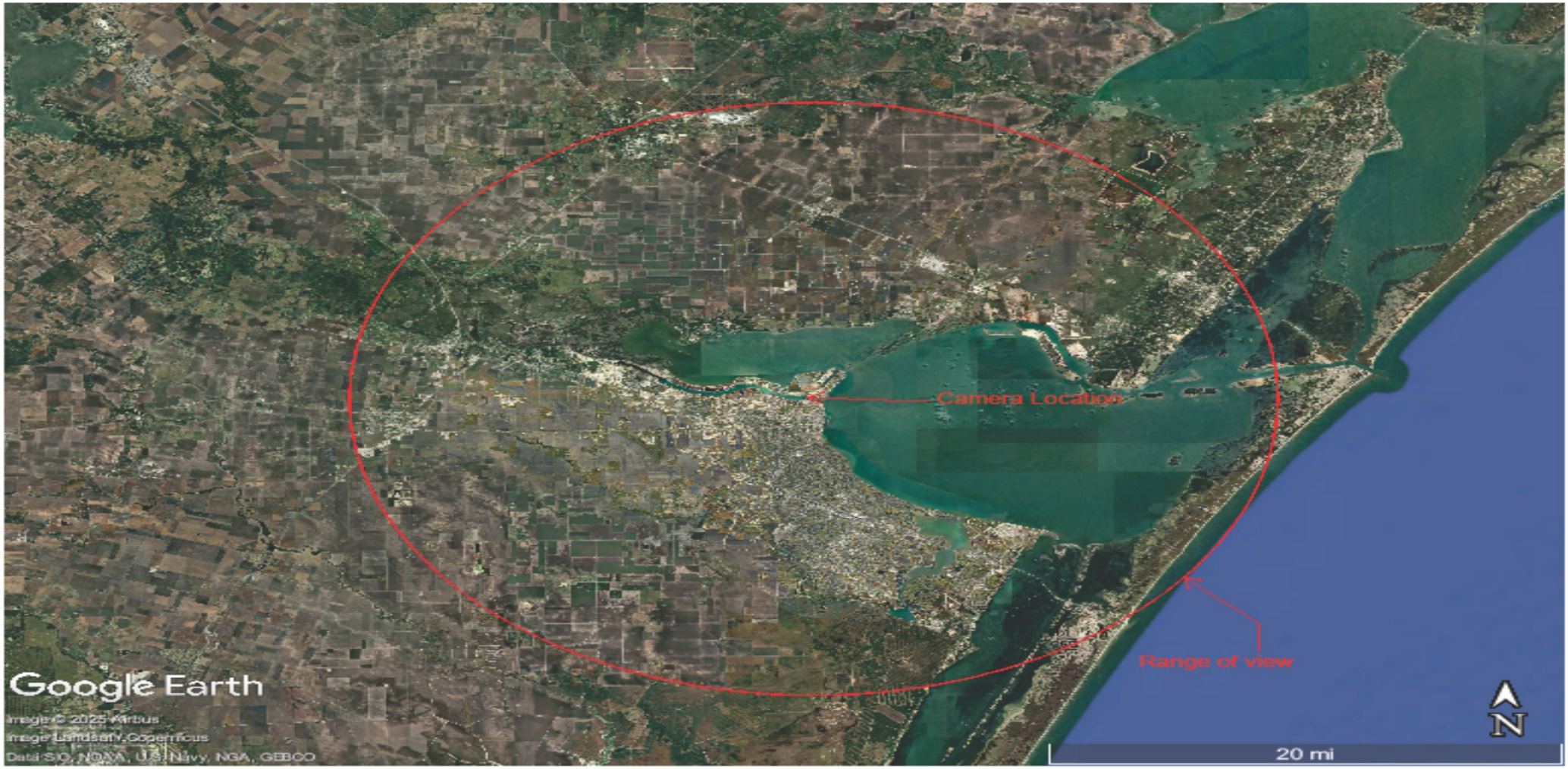
- Spot Humans up to 18.8 miles away
- Spot vehicles up to 28 miles away
- Customizable. Various accessories from drone counters, illuminations, acoustic hailings and more.

Critical Insights from afar

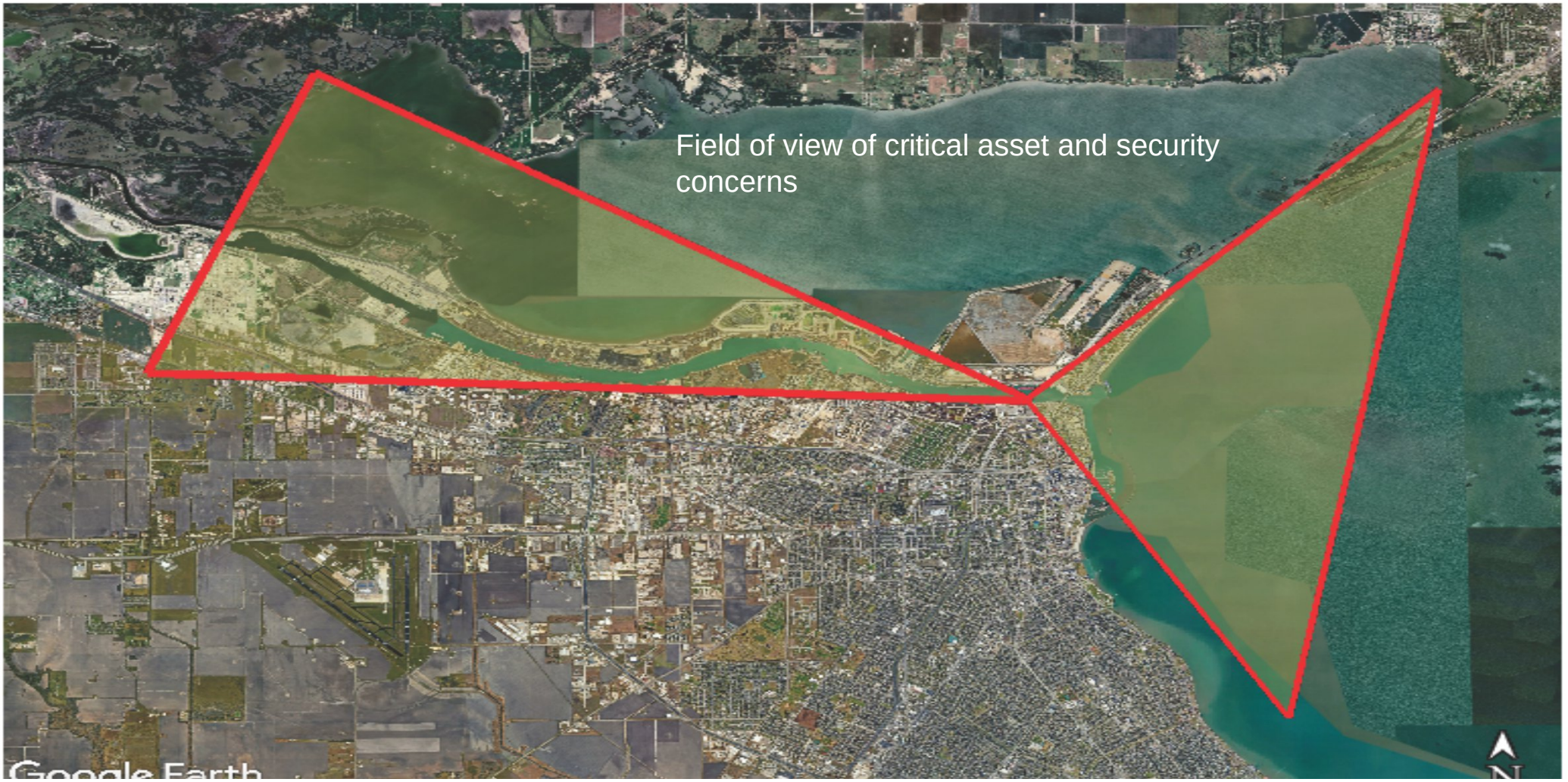
- Easily Detect, Identify, and track targets or vessels from long distances with built-in analytics

PORT CORPUS CHRISTI®

# PSPG 2023 - Waterside dock cameras

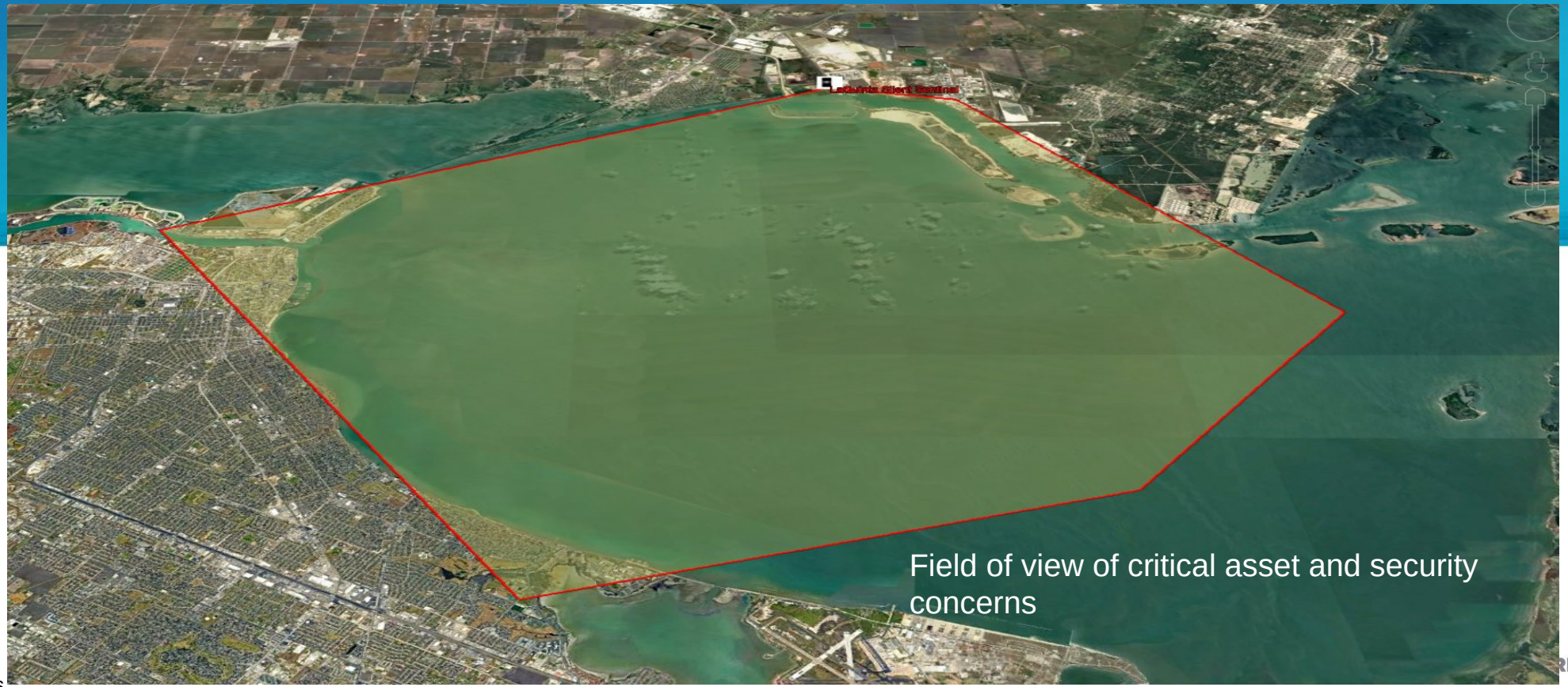


# Port Security Camera Installation



# Port Security Camera Installation

Silent Sentinel Camera System Mounted LaQuinta Tower




Thank you
PORT CORPUS CHRISTI®

PORT CORPUS CHRISTI®

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of June 17, 2025

**DATE:** June 17, 2025

**TO:** Port Commission

**FROM:** Daniel J. Koesema, P.E., CFM
Director of Channel Infrastructure

1) **Approve a Maintenance Dredging Agreement with Flint Hills Resources Corpus Christi, LLC, to incorporate maintenance dredging of Flint Hills Resources Corpus Christi, LLC Dock No. 3 in the PCCA's 2025 Annual Dredging Services Program; and**

2) **Approve an Amendment to Task Order No. 7 with Callan Marine, Ltd., under Master Services Agreement No. 21-01 in an amount not to exceed $354,268 for maintenance dredging of Flint Hills Resources Corpus Christi, LLC Dock No. 3.**

**SUMMARY:** Staff requests approval of the following: 1) Maintenance Dredging Agreement with Flint Hills Resources Corpus Christi, LLC, (FHRCC) to incorporate maintenance dredging of FHRCC Dock No. 3 in the PCCA's 2025 Annual Dredging Services Program; and 2) Amendment to Task Order No. 7 with Callan Marine, Ltd., under Master Services Agreement No. 21-01 in an amount not to exceed $354,268 for maintenance dredging of FHRCC Dock No. 3.

**BACKGROUND:** In April 2025, PCCA issued a task order to Callan Marine, Ltd. (Callan), to perform maintenance dredging of eleven (11) PCCA maintained docks located in the Inner Harbor Reach. Since then, FHRCC has requested that PCCA incorporate maintenance dredging of their privately owned FHRCC Dock No. 3 into the PCCA's 2025 Annual Dredging Services Program. As such, staff negotiated the attached maintenance dredging agreement with FHRCC. Per the terms of the dredging agreement, FHRCC will reimburse PCCA for its actual costs to complete the work, plus a 10% PCCA administration fee and Dredge Material Placement fees, at a rate in accordance with the current DMPA Depletion Fee Schedule. The estimated fees include:

- Dredging by Callan including a pro rata share for dredge plant mobilization/demobilization and dredge pipe installation, dredging, debris disposal and an allowance for standby time
- Hydrographic surveys – Pre-dredge and post-dredge surveys (T. Baker Smith)
- Engineer dive inspections – Pre-dredge and post-dredge inspections (GBA)
- PCCA 10% administration fee
- PCCA dredge material placement fees

The total estimated cost for FHRCC is $760,064.40; however, the final amounts will be based on actual quantities and actual PCCA costs to perform the work. The FHRCC

dredging agreement includes maintenance dredging of approximately 33,600 cubic yards at FHRCC Dock No. 3, placement of dredged material into Dredge Material Placement Area No. 1 & 2, and associated professional engineering inspection and surveying services.

Dive inspections and hydrographic surveys for FHRCC are included in existing PCCA contracts with T. Baker Smith and George Butler and Associates; however, dredging of the FHRCC facility was not included in Task Order No. 7 with Callan. As such an amendment to the Callan task order is required.

Attached is an amendment to Task Order No. 7 in the amount of $354,268 with Callan to add maintenance dredging of FHRCC Dock No. 3 to the scope of work. The additional scope includes dredge pipe installation and management, dredging, allowances for standby time and debris disposal, and additional performance and payment bonds. The work will be completed on a unit price basis in accordance with the Master Services Agreement. All expenses incurred by PCCA for customer dredging will be reimbursed by company plus the 10% administration fee. Should the final costs exceed the estimated total compensation due to variances in actual quantities, staff will return to Commission for additional funds.

**ALTERNATIVES:** N/A

**CONFORMITY TO PORT POLICY:** The project conforms to the PCCA's Strategic Plan 2026 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

**EMERGENCY:** N/A

**FINANCIAL IMPACT:** FHRCC will reimburse PCCA for its actual costs to complete the work plus a 10% administration fee.

**STAFF RECOMMENDATION:** Staff recommends approval of the following: 1) Maintenance Dredging Agreement with Flint Hills Resources Corpus Christi, LLC, to incorporate maintenance dredging of FHRCC Dock No. 3 in the PCCA's 2025 Annual Dredging Services Program; and 2) Amendment to Task Order No. 7 with Callan Marine, Ltd., under Master Services Agreement No. 21-01 in an amount not to exceed $354,268 for maintenance dredging of FHRCC Dock No. 3.

**DEPARTMENTAL CLEARANCES:**

| | |
|---|---|
| Originating Department | Channel Infrastructure |
| Reviewed & Approved | Daniel J. Koesema |
| Legal Reviewed by | Dane Bruun |
| Executive Staff | Kent Britton |
| | Kyle Hogan |

**LIST FO SUPPORTING DOCUMENTS:**

Maintenance Dredging Agreement

**MASTER SERVICES AGREEMENT NO. 21-01**
**CALLAN MARINE, LTD.**

**AMENDMENT NO. 1 TO TASK ORDER NO. 7**

1. **Background Data:**

**Commencement Date of Original Task Order:** April 22, 2025
**PCCA:** Javier Davila, P.E.
**Contractor:** Callan Marine, Ltd.

2. **Description of Modifications**

a. The Scope of Services performed by Contractor in accordance with the Task Order and previous amendments, if any, and Compensation is modified as follows:

1. Increase the compensation by $354,268 to perform maintenance dredging services for Flint Hills Resources Corpus Christi, LLC Dock 3 associated with the PCCA's 2025 Annual Dredging Services Program.

3. **Task Order Summary (Reference only)**

| | | |
|---|---|---|
| a. | Original Task Order amount: | $ 2,884,093 |
| b. | Net change for prior amendments: | $ 0 |
| c. | This amendment amount: | $ 354,268 |
| d. | Adjusted Task Order amount: | $ 3,238,361 |

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order.

PCCA and Contractor hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The effective date of this Amendment is June 17, 2025.

| **PORT OF CORPUS CHRISTI AUTHORITY "PCCA":** | | **CALLAN MARINE, LTD. "CONTRACTOR":** | |
|---|---|---|---|
| By: | _____ | By: | _____ |
| Title: | _____ | Title: | Executive Vice President |
| Date: | _____ | Date: | 6/11/2025 |

# MAINTENANCE DREDGING AGREEMENT

This Maintenance Dredging Agreement ("**Agreement**") is made effective as of the 17th day of June, 2025 ("**Effective Date**"), between the Port of Corpus Christi Authority of Nueces County, Texas ("**Authority**"), and Flint Hills Resources Corpus Christi, LLC ("**Company**"), each a "**Party**" and collectively the "**Parties**."

## RECITALS

(a) Company is owner of certain facilities in the Outer Harbor Reach of the Port of Corpus Christi which Company operates as a marine terminal for the purpose of transporting cargo by vessel to and from the Port of Corpus Christi.

(b) Authority has entered into a Master Services Agreement with Callan Marine, Ltd. ("**Contractor**") to perform annual dredging services for Authority on a task order basis.

(c) On June 17, 2025, Authority's Port Commission approved Amendment No. 1 to Task Order No. 7 for Contractor to perform maintenance dredging at Company's Dock No. 3.

(e) Authority has or will enter into agreements with a Registered Professional Land Surveyor licensed to practice in the State of Texas ("**Surveyor**") and a Professional Engineer licensed to practice in the State of Texas ("**Engineer**") to perform hydrographic surveys associated with Authority's maintenance dredging program and underwater dive inspections to document before and after dredge condition of structures that may be impacted by Contractor's dredge. The Contractor, Surveyor and Engineer are referred to collectively herein as "**Authority's Contractors**."

(f) Company has requested that the Authority contract with Authority's Contractors to perform Company's maintenance dredging project described in the Scope of Work attached hereto as **Exhibit A** (the "**Project**").

(g) Company has completed design of the Project and such design is referred to herein as the "**Project Plans**."

(h) Authority's Port Commission has determined that it is in the best interest of the Authority to construct the Project described in the Scope of Work, which is attached hereto as **Exhibit A** and incorporated herein by reference.

**NOW, THEREFORE,** in consideration of the covenants and agreements herein made, and subject to the conditions herein set forth, the Authority and the Company contract and agree as follows:

1. **Agreement to Construct the Project.** This Agreement between Company and Authority is executed to implement the construction of the Project. In performance of the Agreement, Authority will:

    a. Issue Amendment No. 1 to Task Order No. 7 to perform the Project in accordance with the Approved Project Plans.

b. Subject to Company's payment of the Deposit in accordance with Section 2, begin construction of the Project on or about June 30, 2025, and complete construction of the Project in accordance with the Approved Project Plans on or about September 15, 2025.
c. Upon completion of Task Order No. 7 (anticipated to be complete on or about (November 30, 2025 ), provide Company with a sworn certificate by an authorized representative of the Authority certifying the total amount the Authority actually paid to Authority's Contractors to complete the Scope of Work, Authority's Dredge Material Placement Fees based on the actual quantity of dredge material deposited into Authority's Dredge Material Placement Area ("**DMPA**"), and Authority's Administrative Fee (the "**Final Project Cost**").

**2. Construction Payment Dates.**

a. Company will pay Authority ninety percent (90%) the estimated dollar amount to construct the Project, Authority's Dredge Material Placement Fees, and Authority's Administrative Fee, which are described by line item in **Exhibit B** attached hereto (collectively, the "**Estimated Project Cost**"), within ten (10) days of the Effective Date (the "**Deposit**").
b. If Authority determines at any time that additional funds are needed from Company to cover Authority's costs to complete the Project (i.e. stand by time, extraordinary dredge volumes, etc.), Authority shall provide Company with written notice of the amount of additional funds required. Within ten (10) days of receipt of such notice, Company shall provide Authority with the full amount of such additional required funds. The additional funds will be applied to Company's Deposit.
c. Upon completion of Task Order No. 7, the Authority will send a completion certificate and an invoice to the Company for the Final Project Cost. The Authority shall send this invoice and appropriate supporting documentation to the address provided in Section 7.
d. If the Final Project Cost exceeds the Deposit, the Company shall pay the Authority for this excess amount within thirty (30) days after receiving the Authority's invoice.
e. If the Deposit exceeds the Final Project Cost, the Authority shall refund this excess amount to the Company with the invoice described in Section 2b.

**3. Company's Obligations.** In addition to making the payments described in Section 2, Company agrees to the following:

a. Company will provide Authority copies of all necessary federal and state permits for construction of the Project.
b. Company will provide Authority two (2) sets of formal plans that clearly delineate the area to be dredged. The drawings must be prepared on a standard engineering format (11" x 17" drawings) and show all physical features and improvements in and around the area to be dredged and must be signed and sealed by a Professional Engineer registered in the State of Texas. A detailed site plan (minimum 1" = 50' scale) depicting the location and physical layout of the area to be dredged, adjacent

docking facilities, property lines, federal channels, bulkhead lines, existing channel depth elevations, etc., is also required. The site plan must also clearly show the bottom of cut line and top of slope line of the planned dredging.

c. Company will obtain permission to dredge (including side slope excavation) on adjacent property not owned by Company and provide documentation of such permission to Authority.

d. **Company warrants that the material placed in Authority's DMPA does not contain hazardous materials (as that term may be defined by federal or state law, statute or regulation). Company agrees that if said material is later found to contain hazardous materials, it must properly remediate and pay all costs of remediation required by federal or state law, statute or regulation, for removal and/or treatment as required. The obligations of the Company under this section shall survive the termination of this Agreement.**

4. **Term.** The term of this Agreement is for one (1) year beginning on the Effective Date. The term may be extended by the written mutual agreement of the parties if additional time is needed to complete the Project.

5. **Termination.**

   a. Either party may terminate this Agreement by giving written notice to the other party if the other party ("**Defaulting Party**") materially breaches any term, condition or provision of this Agreement and fails to cure the breach to the satisfaction of the notifying party within thirty (30) days after the Defaulting Party receives a written notice of the breach from the notifying party.

   b. Should the Company elect to terminate this Agreement pursuant to this section, the Authority shall be entitled to reimbursement of all expenses paid or incurred by the Authority through the date of termination in connection with its construction of the Project, and the Authority shall refund to the Company the portion of the Deposit that exceeds this amount, if any.

6. **Amendments or Modifications.** No amendments or modifications to this Agreement or to the Project may be made unless the amendment or modification is made by a written instrument duly executed on behalf of each party.

7. **Notices.** Any required written notices shall be sent, certified mail, return receipt requested, addressed as follows:

| | |
|---|---|
| If to the Authority: | Kent Britton<br>Chief Executive Officer<br>Port of Corpus Christi Authority<br>400 Charles Zahn, Jr. Drive<br>Corpus Christi, Texas 78401 |
| If to the Company: | Flint Hills Resources Corpus Christi, LLC<br>2825 Suntide Road |

Corpus Christi, Texas 78409
Attention:
Email:

With copy of legal notices to: Flint Hills Resources, LC
4111 East 37th Street North
Attention: General Counsel
Email: fhr.legal@fhr.com

Notice is effective upon deposit in the United States mail in the manner provided above.

8. **Relationship of Parties.** In performing this Agreement, the Company and the Authority shall act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.

9. **Insurance; Bonds**.

   a. All agreements with Authority's Contractors contain minimum insurance requirements. Before performance can begin under this Agreement, the Authority will provide Company with copies of certificates of insurance for each of Authority's Contractors as proof of the required insurance coverages. The Company shall be named as an additional insured on each of the policies where appliable.
   b. Authority will require payment and performance bonds from its Contractor in accordance with Chapter 2253 of the Texas Government Code.

10. **Waiver.** No waiver by a party of its rights under this Agreement shall be effective unless made in writing and signed by a person duly authorized to sign a waiver on behalf of the waiving party. No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.

11. **Warranties.** The Authority hereby disclaims any and all warranties with respect to the construction and condition of the Project upon completion of the Project by the Authority's Contractors and the Authority shall have no liability for such warranties under this Agreement; provided, however, that the Authority will assign to the Company upon request any warranties the Authority has received from Authority's Contractors with respect to the Project to the extent assignable.

12. **Disputes.** Each party agrees that any dispute between the parties relating to this Agreement will first be submitted in writing to a panel of two senior executives of the Company and the Authority, who shall promptly meet and confer in an effort to resolve such dispute through good faith consultation and negotiation. Each party's executives shall be identified by notice to the other party, and may be changed at any time thereafter also by notice to the other party. Any decisions of the executives will be final and binding on the parties, unless approval by the governing bodies of the parties is require by law. 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 Agreement 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.

13. **Assignment.** No assignment of this Agreement by the Authority, or of any right or interest contained herein, is effective unless the Company first gives written consent to such assignment.

14. **Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and it shall be performable in Nueces County, Texas.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

**FLINT HILLS RESOURCES CORPUS CHRISTI, LLC**

Sammantha Reynolds

Date: 6/11/25

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

Kent Britton
Chief Executive Officer

Date: _____

**Exhibit A**
**Scope of Work**

The scope of work generally includes maintenance dredging of approximately 33,600 cubic yards at Company's Dock No. 3, placement of dredged material into Dredge Material Placement Areas No. 1 & 2, and associated professional services. Authority's Contractors will perform the following services:

Contractor:

- **Mobilization/Demobilization.** Contractor will mobilize and demobilize dredge plant, dredge pipe, and all necessary equipment.

- **Dredging.** Contractor will perform maintenance dredging at Company-owned Dock No. 3 in accordance with the Project Plans.

- **DMPA Management.** Contractor will manage dredge placement operations and monitor water quality.

- **Daily Progress Reports.** Contractor will prepare and submit daily progress reports. Contractor will submit documentation with daily progress reports to document standby time related to removal of debris, traffic delays, and/or dock availability.

Engineer:

- **Underwater Dock Inspections.** Engineer will perform underwater dock inspections to document before and after dredge condition of structures that may be impacted by the dredge cutterhead. The final report will be signed and sealed by a Professional Engineer licensed to practice in the State of Texas.

Surveyor:

- **Hydrographic Surveys.** Surveyor will perform before and after dredge hydrographic surveys to document dredge quantities for Contractor compensation and Authority's Dredge Material Placement Fees. Surveyor will provide before dredge surveys, after dredge surveys, and volume computation reports, sealed by a Registered Professional Land Surveyor (RPLS), licensed to practice in the State of Texas.

# Exhibit B
# Estimated Project Cost

| Item Description | | Amount |
|---|---|---|
| **Dredging Services for Flint Hills Resources Dock 3 - DMPA 1 & 2** | | |
| Mobilization/Demobilization | $ | 41,760.60 |
| Dredge Pipe Installation/Management | $ | 65,763.88 |
| Dredging | $ | 268,464.00 |
| Performance and Payment Bonds | $ | 6,284.66 |
| Allowance for Standby | $ | 42,989.04 |
| Before Dredge & After Dredge Hydrographic Surveys | $ | 7,600.00 |
| Before Dredge & After Dredge Dock Inspections (Optional) | $ | 22,600.00 |
| PCCA Administration Fee | $ | 45,546.22 |
| **Sub Total Dredging Services** | **$** | **501,008.40** |
| | | |
| **Dredge Material Placement Area Fees:** | | |
| Authority's Dredge Material Placement Area Fees | $ | 259,056.00 |
| **Sub Total Dredge Material Placement Area Fees** | **$** | **259,056.00** |
| | | |
| **Total Estimated Project Cost** | **$** | **760,064.40** |

# Annual Dredging Services

## Amendment to Task Order No. 7 Maintenance Dredging



PORT CORPUS CHRISTI®

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of June 17, 2025

**DATE:** June 17, 2025

**TO:** Port Commission

**FROM:** Daniel J. Koesema, P.E., CFM
Director of Channel Infrastructure

**Approve an Amendment to Task Order No. 7 with Callan Marine, Ltd., under Master Services Agreement No. 21-01 in an amount not to exceed $750,000 for dredging services associated with the Corpus Christi Ship Channel Improvement Project.**

**SUMMARY:** Staff requests approval of an Amendment to Task Order No. 7 with Callan Marine, Ltd., under Master Services Agreement No. 21-01 in an amount not to exceed $750,000 for dredging services associated with the Corpus Christi Ship Channel Improvement Project.

**BACKGROUND:** In May 2025, construction of Contract 4 of the Channel Improvement Project reached substantial completion. However, during the course of construction, monolithic concrete debris, presumed to be associated with the former Tule Lake Lift Bridge, was discovered below the mudline, creating a hazard to navigation and preventing full achievement of the project's objectives. To promptly address this issue, the Port of Corpus Christi Authority (PCCA) coordinated with the U.S. Army Corps of Engineers (USACE) and developed plans for targeted dredging intended to uncover, identify, and prepare the site for removal of the debris.

This work will be performed by PCCA as Work-In-Kind (WIK) services under the Project Partnership Agreement. Preliminary coordination with USACE has taken place, and general alignment has been established; however, final approval of WIK credit remains subject to the formal submittal and audit process.

To advance this effort, staff negotiated an amendment to Task Order No. 7 with Callan Marine, Ltd., under Master Services Agreement No. 21-01. The scope includes dredging services to uncover the concrete debris, dredge pipe installation and management, allowances for standby time and debris disposal, and additional performance and payment bonds.

This amendment is issued under a unit price contract structure. Compensation will be based on actual quantities of work performed, in accordance with the terms of Master Services Agreement No. 21-01 (as amended) and shall not exceed $750,000 in total.

**ALTERNATIVES:** N/A

**CONFORMITY TO PORT POLICY:** The project conforms to the PCCA's Strategic Plan 2026 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

**EMERGENCY:** N/A

**FINANCIAL IMPACT:** The FY25 Capital Budget includes $5 million for the Corpus Christi Ship Channel Improvement Project. In accordance with the Project Partnership Agreement, PCCA's funding for this dredging effort may be eligible for credit toward the Authority's cost-share requirements for the CCSC-CIP

**STAFF RECOMMENDATION:** Staff recommends approval of an Amendment to Task Order No. 7 with Callan Marine, Ltd., under Master Services Agreement No. 21-01 in an amount not to exceed $750,000 for dredging services associated with the Corpus Christi Ship Channel Improvement Project.

**DEPARTMENTAL CLEARANCES:**

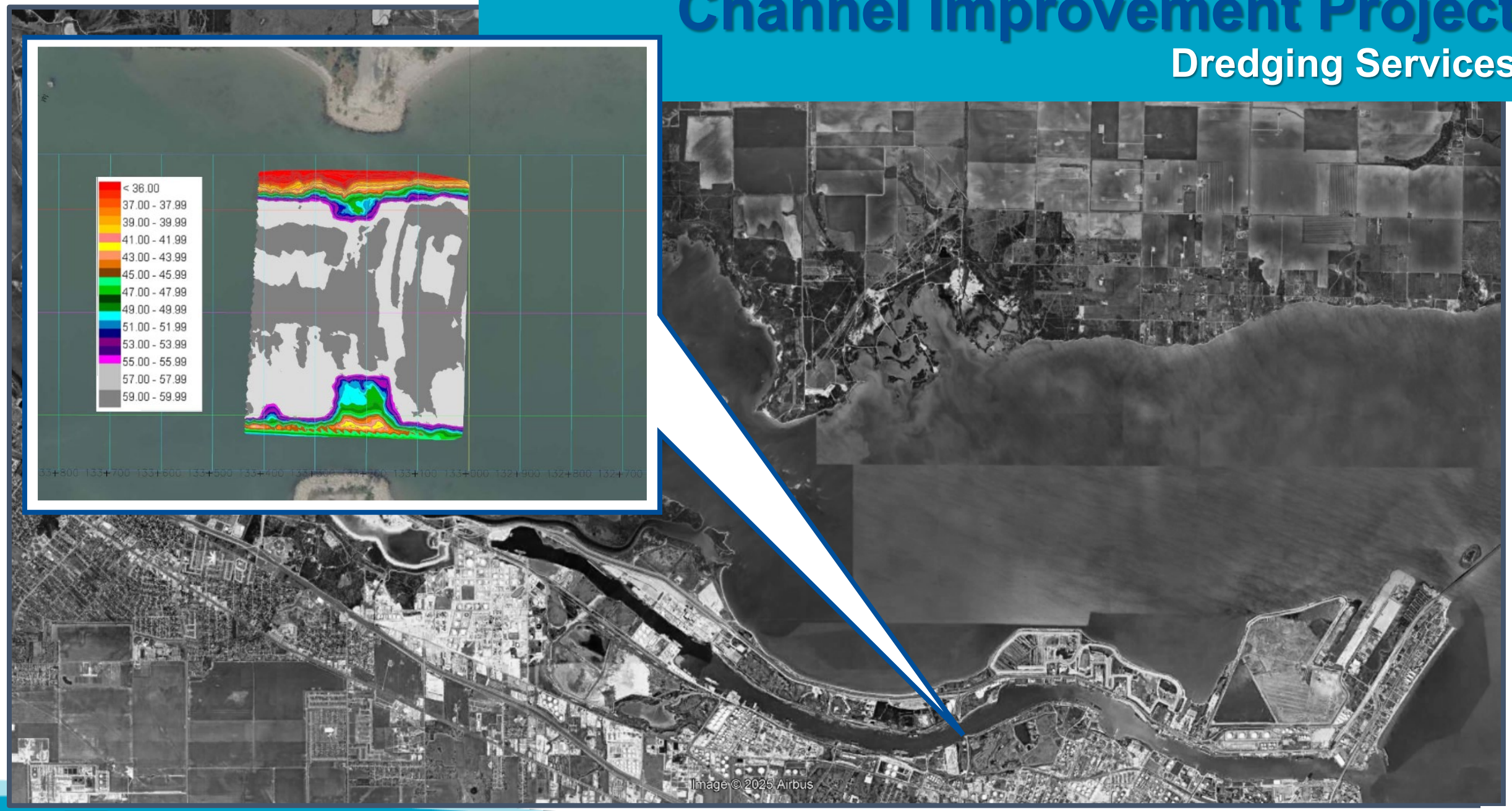
| | |
|---|---|
| Originating Department | Channel Infrastructure |
| Reviewed & Approved | Daniel J. Koesema |
| Legal Reviewed by | Dane Bruun |
| Executive Staff | Kent Britton |
| | Kyle Hogan |

**LIST FO SUPPORTING DOCUMENTS:**

Callan Marine Ltd., Task Order No. 7 Amendment No. 2
Map Exhibit

# Channel Improvement Project

## Dredging Services



PORT CORPUS CHRISTI

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of June 17, 2025

**DATE:** June 17, 2025

**TO:** Port Commission

**FROM:** Regina Powers, Safety Manager
rpowers@pocca.com
(361) 885-6107

**Approve purchase of additional licenses for in-vehicle camera systems, equipment tracking, and vehicle telematics with Samsara, Inc. through Sourcewell contract #020221-SAM for $10,829.50.**

**SUMMARY:** Staff is seeking Commission approval to purchase additional licenses with Samsara, Inc. through Sourcewell contract #020221-SAM. The licenses are for video-based safety & artificial intelligence dash cameras, vehicle telematics, GPS fleet and equipment tracking, and fuel management solutions.

**BACKGROUND:** In February 2023, Commission approved a 36-month licensing agreement with Samsara, Inc. to provide in-vehicle camera system, equipment tracking, and vehicle telematics. This technology has proven to be valuable as the Port, and it has been determined additional equipment is needed. The additional equipment will provide more visibility to PCCA asset diagnostics, giving the ability to perform more preventive versus reactive maintenance, ultimately reducing unplanned downtime. The additional in-vehicle cameras are for projected vehicles purchases through 2025.

**ALTERNATIVES:** None

**CONFORMITY TO PORT POLICY:** Conforms to Strategic Goal #4 – Be an Environmental Leader

**EMERGENCY:** No

**FINANCIAL IMPACT:**

| Safety Additional Annual Costs | | | Maintenance Additional Annual Costs | |
|---|---|---|---|---|
| Year 3 Subscription and Shipping | $3,960.00 | | Year 3 Subscription and Shipping | $6,869.50 |

**STAFF RECOMMENDATION:** Staff recommends approval of the licensing agreement for in-vehicle camera systems, equipment tracking, and vehicle telematics with Samsara, Inc. through Sourcewell contract #020221-SAM for $10,829.50.

**DEPARTMENTAL CLEARANCES:**

| | |
|---|---|
| Originating Department | Asset Management |
| Reviewed & Approved | Regina Powers |
| Legal | Dane Bruun |
| Executive Staff | Kyle Hogan |

**LIST OF SUPPORTING DOCUMENTS:** Samsara, Inc. Quotes

samsara

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Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

## QUOTE #Q-1801736

**Issued** 05-01-2025

**Expires** 06-25-2025

**Sourcewell Contract #: 020221-SAM**

**Prepared For:**
Port of Corpus Christi (POCCA)
PO Box 1541
Corpus Christi, Texas
78403

**Prepared By:**
Austin Smith
austin.smith@samsara.com

## Quote Summary

| | Subtotal |
|---|---|
| Hardware and Accessories | USD $0.00 |
| Licenses<br>License Term – 10 Months | |

| | |
|---|---|
| Shipping and Handling | USD $481.00 |
| Upfront Hardware Sales Tax | USD $0.00 |
| Annual License Sales Tax | USD $0.00 |
| First Year Payment | USD $7,350.50 |
| **Second Year Payment** | USD $6,869.50 |

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% processing fee charged on credit card transactions (fee waived for ACH (credit or debit), check, or wire)
*Sales tax subject to change

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| | |
|---|---|
| **Third Year Payment** | USD $0.00 |
| **Fourth Year Payment** | USD |
| **Fifth Year Payment** | USD |

**SHIP TO Allen Cooper**
**824 E Navigation Blvd**
**Corpus Christi, Texas, 78402-1904**
**United States**

| Hardware and Accessories | Quantity | Net Unit Price | Total Price |
|---|---|---|---|
| Vehicle IoT Gateway, model VG55<br>HW-VG55-NA | 25 | $0.00 | $0.00 |
| VG5x Aux Cable<br>CBL-VG-CAUX | 25 | $0.00 | $0.00 |
| Enhanced VG Series OBDII J1962 L-mount cable<br>CBL-VG-COBDII-Y1 | 20 | $0.00 | $0.00 |
| Mounting Bracket for AG51, AG52, and AG53<br>ACC-AG-BMNT | 15 | $0.00 | $0.00 |
| AG53 Powered Asset Gateway<br>HW-AG53 | 15 | $0.00 | $0.00 |
| AG Equipment Monitoring Cable<br>CBL-AG-BEQP | 15 | $0.00 | $0.00 |
| AT11 - Unpowered Asset Tracker<br>HW-AT11 | 10 | $0.00 | $0.00 |
| Enhanced VG Series J1939 or J1708 (9-pin)<br>CBL-VG-CJ1939 | 5 | $0.00 | $0.00 |
| | | Hardware Due | USD$0.00 |

| Licenses | Quantity | Annual Unit Price | Total Annual Price |
|---|---|---|---|
| License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD<br>LIC-VG-PS | 25 | $218.40 | $4,550.00 |

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| | | | |
|---|---|---|---|
| License for Basic Powered Asset Tracker<br>LIC-AG-PWR-BASIC | 15 | $121.56 | $1,519.50 |
| Asset Tag License<br>LIC-AT-TAG | 10 | $96.00 | $800.00 |
| | | Annual License Due | USD $6,869.50 |

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San Francisco, CA 94107
www.samsara.com

## Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

## What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

## Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the License Start Date. The annual fees are payable by recurring transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

## License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license

term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each “Ship To” delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form (“Licensed Scope”). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your “Enterprise” license to a “Premier” license).

## Support and Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

## Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara’s standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara’s standard terms of

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San Francisco, CA 94107
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service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/ shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

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www.samsara.com

## Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

**Billing Details:**

**Bill to:**

Port of Corpus Christi (POCCA)

PO Box 1541
Corpus Christi, Texas, 78403

**Billing Contact:**

Name: Meredith Cerny

Title:Risk Management Supervisor

Billing Email: AccountsPayable@pocca.com

Phone Number:3618856172

**Payment Information:**

Payment Method: ACH

Payment Terms: Net 30

Payment Frequency: Direct Annual

If a Purchase Order (PO) is required for invoicing, please check this box:

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent

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and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

**Signature:** _____

**Print Name:** _____

**Date:** _____

**Title:** _____

# Port of Corpus Christi Authority
## Procurement Department
### Price Verification Worksheet
### Sourcewell Contract #020221-SAM
### Discount 15%

| | |
|---|---|
| Staff: | Claudia Rosalez |
| Date: | 05/15/2025 |
| Quotation #: | 1801736 |
| Vendor: | Samsara |
| Total Cost: | $6,869.50 |

| Line No. | Item No. or Description | Catalog Page No. | Quantity | List Price | Quoted Price | Extended Cost | Discount | Actual Discount % |
|---|---|---|---|---|---|---|---|---|
| 1 | Vehicle IoT Gateway, model VG55 HW-VG55-NA | 0 | 25 | $0.00 | | | | |
| 2 | VG5x Aux Cable CBL-VG-CAUX | 0 | 25 | $0.00 | | | | |
| 3 | Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBD11-Y1 | 0 | 20 | $0.00 | | | | |
| 4 | Mounting Bracket for AG51, AG52, and AG53 ACC-AG-BMNT | 0 | 15 | $0.00 | | | | |
| 5 | AG53 Powered asset gateway HW-AG53 | 0 | 15 | $0.00 | | | | |
| 6 | AG Equipment Montoring Cable CBL-AG-BEQP | 0 | 10 | $0.00 | | | | |
| 7 | AT11 Unpowered Asset Tracker HW-AT11 | 0 | 5 | $0.00 | | | | |
| 8 | Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939 | | | | | | | |
| 9 | License for Vehicle Gateways- Public Sector Only, No WiFi, No ELD LIC-VG-PS | 2 | 25 | $276.00 | $182.00 | $4,550.00 | 15.00% | 34.06% |
| 10 | Annual Price $218.40 divided by 12= $18.20 x 10 months = $182 x 25 quantity= $4,550.00 | | | | | | | |
| 11 | License for Basic Powered Asset Tracker LIC-AG4P-ENT | 1 | 15 | $144.00 | $121.56 | $1,823.40 | 15.00% | 15.58% |
| 12 | Asset Tag License LIC-AT-TAG | 8 | 10 | $96.00 | $96.00 | $960.00 | 15.00% | 0.00% |
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## QUOTE #Q-1519863

**Issued** 03-27-2025

**Expires** 06-25-2025

**Sourcewell Contract #: 020221-SAM**

**Prepared For:**
Port of Corpus Christi (POCCA)
PO Box 1541
Corpus Christi, Texas
78403

**Prepared By:**
Austin Smith
austin.smith@samsara.com

## Quote Summary

| | Subtotal |
|---|---|
| Hardware and Accessories | USD $0.00 |
| Licenses<br>License Term – 11 Months | |

| | |
|---|---|
| Shipping and Handling | USD $47.00 |
| Upfront Hardware Sales Tax | USD $0.00 |
| Annual License Sales Tax | USD $0.00 |
| First Year Payment | USD $4,007.00 |
| **Payments Beginning Year Two** | USD $3,960.00 |

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% processing fee charged on credit card transactions (fee waived for ACH (credit or debit), check, or wire)
*Sales tax subject to change

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**SHIP TO Allen Cooper**
**824 E Navigation Blvd**
**Corpus Christi, Texas, 78402-1904**
**United States**

| Hardware and Accessories | Quantity | Net Unit Price | Total Price |
|---|---|---|---|
| Dual-facing dash-camera, series 4<br>HW-CM34 | 10 | $0.00 | $0.00 |
| | | Hardware Due | USD$0.00 |

| Licenses | Quantity | Annual Unit Price | Total Annual Price |
|---|---|---|---|
| License for Dual-Facing Camera<br>LIC-CM2-ENT | 10 | $432.00 | $3,960.00 |
| | | Annual License Due | USD $3,960.00 |

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San Francisco, CA 94107
www.samsara.com

## Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

## What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

## Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the License Start Date. The annual fees are payable by recurring transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

## License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license

term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each “Ship To” delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form (“Licensed Scope”). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your “Enterprise” license to a “Premier” license).

## Support and Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

## Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara’s standard terms of service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara’s standard terms of

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

service found at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/ shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

samsara

Connected Operations™

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

## Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

**Signature:** _____

**Print Name:** _____

**Date:** _____

**Title:** _____

# Port of Corpus Christi Authority
## Procurement Department
### Price Verification Worksheet
### Sourcewell Contract #020221-SAM
### Discount 15%

**Staff:** Claudia Rosalez
**Date:** 05/15/2025
**Quotation #:** 1519863
**Vendor:** Samsara
**Total Cost:** $3,960.00

| Line No. | Item No. or Description | Catalog Page No. | Quantity | List Price | Quoted Price | Extended Cost | Discount | Actual Discount % |
|---|---|---|---|---|---|---|---|---|
| 1 | Dual-Facing Dash Camera, series 4 | 0 | 10 | $0.00 | $0.00 | $0.00 | 0.00% | #DIV/0! |
| 2 | License for Dual-Facing Camera | 0 | 10 | $561.00 | $396.00 | $3,960.00 | 15.00% | 29.41% |
| 3 | Annual Price$432 divided by 12= $36 x 11 months = $396 x 10 quantity= $3,960 | | | | | | | |
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PORT CORPUS CHRISTI

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of June 17, 2025

**DATE:** June 17, 2025

**TO:** Port Commission

**FROM:** Sam Esquivel
Director of Real Estate Services
Sam@pocca.com
(361) 885-6140

**Approve the renewal of a 5-year Lease Agreement with Cooper Outdoor Advertising Inc., for a billboard located along the northbound side of US Hwy. 181 in San Patricio County, Texas and a billboard located on southbound side of Interstate Highway 37 near the Savage Lane railroad track, Nueces County, Texas.**

**SUMMARY:** Cooper Outdoor Advertising Inc. representatives are requesting the renewal of a 5 year lease agreement for the surface estate occupied by two (2) 12 ft. x 40 ft. existing billboards, one located along the northbound side of US Hwy. 181 in San Patricio County, Texas and the other located on southbound side of Interstate Highway 37 near the Savage Lane railroad track, Nueces County, Texas as show in the attached memo exhibits. The new lease will be for a 5-year term, expiring June 2030. The billboards cannot be used to advertise alcohol or alcohol related products, tobacco or tobacco related products, nudity, obscene or offensive language, political groups or individuals, sexual content or sexually related content, contraceptive services or any other type of advertising deemed by the PCCA to be socially irresponsible.

**BACKGROUND:** In May 2004, PCCA acquired approximately 13.55 acres of abandoned railroad right of way from Union Pacific Railroad Company (UPRC), located along the west side of Hwy. 181, fronting the La Quinta Terminal. As part of the ROW acquisition, PCCA assumed the existing billboard lease with Cooper Outdoor Advertising Inc. (Cooper). Since then, the Hwy 181 lease with Cooper has been continually renewed.

In September 1994, PCCA approved a five-year lease with Cooper to construct a billboard along the south side of IH-37 on PCCA property near the Savage Lane railroad track. Since inception, the IH-37 lease with Cooper has been continually renewed. In 2020, the Port Commission approved the renewal of a 5-year lease with Cooper combining both billboard locations into one lease agreement.

**ALTERNATIVES:** Do not approve and Cooper will be required to remove the two billboards and PCCA will lose the passive income.

**CONFORMITY TO PORT POLICY:** This project is consistent with is consistent with the PCCA Strategic Plan 2026: Strategic Goal #3 – Provide facilities and services to meet customer needs.

**EMERGENCY:** N/A

**FINANCIAL IMPACT:** The yearly rent will be $7,920.00 for both billboards. This is a 10% increase from the previous term.

**STAFF RECOMMENDATION:** Staff recommends approval of the Lease Agreement with Cooper Outdoor Advertising Inc.

**DEPARTMENTAL CLEARANCES:**

| | |
|---|---|
| Originating Department | Real Estate Service Department<br>Julio Dimas |
| Reviewed & Approved | Sam Esquivel |
| Legal | Bruce S. Hawn |
| Executive Staff | Kent A. Britton<br>Cindy Bertolami |

**LIST OF SUPPORTING DOCUMENTS:**

Memo Exhibit
Lease Agreement

**Approve the renewal of a 5-year Lease Agreement with Cooper Outdoor Advertising Inc., for a billboard located along the northbound side of US Hwy. 181 in San Patricio County, Texas and a billboard located on southbound side of Interstate Highway 37 near the Savage Lane railroad track, Nueces County, Texas.**



**Approve the renewal of a 5-year Lease Agreement with Cooper Outdoor Advertising Inc., for a billboard located along the northbound side of US Hwy. 181 in San Patricio County, Texas and a billboard located on southbound side of Interstate Highway 37 near the Savage Lane railroad track, Nueces County, Texas.**



# LEASE AGREEMENT

This **LEASE AGREEMENT** ("***Lease***") is made effective as of June 17, 2025 ("***Effective Date***"), by and between **PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS** (hereinafter called "***Authority***"), and **COOPER OUTDOOR ADVERTISING, INC.,** a Texas corporation (hereinafter called "***Lessee***").

## ARTICLE 1
## DEFINITIONS

### 1.01 Definitions

(a) As used in this Lease, each of the following terms shall have the meaning set forth or referred to in this Section:

"***Applicable Laws***" means all applicable limitations, restrictions, conditions, standards, prohibitions and requirements of any law, statute, ordinance, rule, regulation, order or determination of any governmental authority, or any restrictive covenant or deed restriction (recorded or otherwise) affecting the Leased Premises, including but not limited to all applicable zoning ordinances and building codes, flood disaster laws and health laws and regulations.

"***Authority Parties***" means the Authority, its Port Commissioners, directors, managers, employees and agents.

"***Business Day***" means any day other than Saturday or Sunday or any other day on which banks in Texas are permitted or required to be closed.

"***Claims***" means all liabilities (including strict liability), actions, demands, damages, penalties, fines, losses, claims, costs, expenses (including reasonable attorneys' and experts' fees and expenses), suits, settlements or judgments of any nature whatsoever (including claims for personal injury, bodily injury, real and personal property damage and economic loss).

"***Parties***" means Authority and Lessee.

"***Party***" or "***party***" means Authority or Lessee, as the case may be.

"***Rent***" means the base monthly rent described in Section 4.01.

"***Term***" means the period from the Effective Date until the date on which this Lease expires or is terminated in accordance with the provisions of this Lease

(b) Capitalized terms in this Lease which are not defined in Section 1.01 are defined in the text of this Lease.

**Section 1.02 Terminology**

The terms defined in Section 1.01 or in the text of this Lease shall apply throughout this Lease. All references in this Lease to "***Section***" or "***Article***" shall refer to a section or article of this Lease, unless otherwise expressly stated. All references to "***Exhibits***" shall mean the exhibits attached to this Lease. All such Exhibits and any other attachments to this Lease are incorporated in this Lease by this reference. All references to herein, hereof, hereto, hereunder or similar terms shall be deemed to refer to this Lease in its entirety. As used in this Lease, the term "***including***" shall mean "including but not limited to." The headings of Articles and Sections in and Exhibits to this Lease shall be for convenience only and shall not affect the interpretation hereof.

## ARTICLE 2
## LEASED PREMISES

### 2.01 Description of Leased Premises

Authority, in consideration of the rents to be paid and the terms, covenants, and conditions hereinafter set forth, hereby leases to Lessee and Lessee hereby leases from Authority, upon the terms and conditions of this Lease, the surface estate currently occupied by two existing billboards one located in Nueces County, Texas and the other in San Patricio County, Texas, which are more particularly described as follows:

> Sign One (Nueces County): The surface estate currently occupied by a billboard previously constructed by Lessee on the south side of Interstate 37 and within Authority's right-of-way for its Savage Lane Line railroad tracks located in Nueces County, Texas, as more particularly depicted in **Exhibit A** attached hereto, together with the exclusive advertising use for the premises (with free access to and from the same as long as such access does not interfere with Authority's operations, or any rail movements along Authority's Savage Lane Railroad Tracks. (the "***IH-37 Billboard***").
>
> Sign Two (San Patricio County): The surface estate currently occupied by a billboard previously constructed by Lessee on the eastern side of the U.S. Hwy 181 frontage road near the town of Gregory, San Patricio County, Texas as more particularly depicted in **Exhibit B** attached hereto, together with the exclusive advertising use for the premises (with free access to and from the same as long as such access does not interfere with Authority's operations, the operations of Gulf Compress or any rail movements along Authority's Railroad Tracks (the "***Hwy 181 Billboard***").

The IH-37 Billboard premises and the Hwy 181 Billboard shall hereinafter be collectively referred as the "***Leased Premises***".

### 2.02 Permitted and Prohibited Uses

(a) The Leased Premises (each location) may be used for the maintenance and operation of one 12-foot by 40-foot illuminated advertising structure previously constructed by Lessee, at each location, together with such devices and connections as necessary for such maintenance and operation of each previously built structure. ("***Permitted Uses***"). Lessee will not use the Leased Premises for any

purpose other than the Permitted Uses without the express prior written consent of the Authority, which may be given or withheld by the Authority's Port Commission in its sole discretion.

(b) Lessee in its use the Leased Premises will not allow the following forms of advertising: Alcohol or alcohol related products, tobacco or tobacco related products, nudity, obscene or offensive language, political groups or individuals, sexual content or sexually related content, contraceptive services or any other type of advertising deemed by the Authority to be socially irresponsible or adverse to the interests of the Authority or its tenants, as determined by Authority, in its sole and absolute discretion.

(c) Lessee may not use, occupy or permit the use or occupancy of the Leased Premises for any purposes or in any manner directly or indirectly: (i) violative of any law, regulation, ordinance of any governmental authority applicable to Lessee or Lessee's use of the Leased Premises; (ii) dangerous to life or property; (iii) constituting a public or private nuisance; (iv) which interferes with Authority's operations or any rail movements along any railroad; (v) which interferes with the operations of any of Authority's tenants.

(d) Lessee will cooperate with the Authority's Tenant Audit Program (the "Program"). The audit will consist of a scheduled review of Lessee's operations and activities, a review of Lessee's environmental management programs, and a tour of the Leased Premises. Authority staff involved in the Program intend to gain an understanding of Lessee's operations and activities and what measures the Lessee is utilizing to comply with local, state, and federal laws, rules and regulations, this Lease Agreement, and Authority's Tariffs, Rules, and Regulations. Through the Program they will seek to achieve cooperative conservation between Authority and Lessee that are actions relating to the use, enhancement and enjoyment of natural resources and protection of the environment. The audit will be conducted at a minimum annually and more frequently if determined by Authority staff to be necessary. A letter from Authority staff setting forth staff's observations will be provided to the Lessee following the audit. If violation of applicable laws, rules, regulations, this Lease Agreement or the tariff have been observed, then Lessee will be notified of the same in the letter, and required to immediately take action to come into compliance, and to verify it has done so to Authority staff.

### 2.03 No Hazardous Use

Lessee's occupancy, operation and/or use of the Leased Premises shall not violate any applicable city, state or federal laws or regulations pertaining to the storage, disposal, use or release of environmentally hazardous substances ("***Hazardous Materials***") as defined by any applicable city, state or federal law or regulation, and must comply with Authority's Tariffs, Rules and Regulations.

### 2.04 Lessee's Access to Leased Premises

Lessee shall have full access to the Leased Premises at all times so long as such access does not interfere with Authority's operations, or any rail movements along Authority's railroads.

### 2.05 Lessee's Inspection

**Lessee has inspected the Leased Premises accepts the Leased Premises As Is, Where Is, and in its present condition, as reasonably suited and fit for Lessee's intended uses of the Leased Premises. Lessee acknowledges that Authority has made no express warranties with regard to the Leased Premises and to the maximum extent permitted by applicable law, Authority hereby disclaims, and Lessee waives the benefit of, any and all implied warranties, including implied warranties of habitability, or fitness or suitability for lessee's purpose.**

### 2.06 Authority's Inspection

Authority's agents, representatives, or employees may enter the Leased Premises for the purpose of inspection to determine whether Lessee is in compliance with the terms of this Lease, for purposes of maintaining, repairing, or altering the Leased Premises, or for the purpose of showing the Leased Premises to prospective lessees.

### 2.07. Maintenance of Leased Premises

(a) Lessee will, throughout the Term of this Lease, at its own expense and risk, maintain the Leased Premises in good order and condition, including but not limited to making all repairs and replacements necessary to keep the Leased Premises in that condition. All maintenance, repairs, and replacements required by this Section must be performed promptly when required.

(b) Authority shall have absolutely no obligation to make any repairs, replacements or improvements in and to the Leased Premises or to maintain the same.

### 2.08. Alteration of Leased Premises

Lessee shall not have the right to make any alterations, improvements and/or additions to the Leased Premises without first obtaining Authority's prior written approval. Prior to making any such alterations, improvements or additions, Lessee shall submit to Authority plans and specifications therefor for Authority's prior written approval. Lessee shall not make any alterations, improvements or additions the Improvements prior to receiving Authority's prior written approval.

## ARTICLE 3
## TERM

### 3.01 Term of Lease

The "***Term***" of this Lease commences on the Effective Date and ends at midnight on June 15, 2030, unless otherwise extended or terminated in accordance with the terms hereof.

### 3.02 Holding Over

If Lessee holds over beyond the Term without the written consent of Authority, Lessee is deemed to be occupying the Leased Premises as a tenant at sufferance. During any holdover period, Lessee will pay 2.0 times the monthly rent being charged Lessee at the end of the Term of the Lease, and Lessee will be subject to all other terms of this Lease applicable to a tenant at sufferance.

### 3.03 Surrender of Leased Premises

(a) Upon the expiration or termination of this Lease, Lessee shall remove its goods and peaceably and quietly surrender the Leased Premises to the Authority in as good condition as when delivered to Lessee, ordinary wear and tear excepted.

(b) Upon the expiration or termination of this Lease Agreement, the Authority may, without further notice, enter upon, reenter, possess, and repossess itself of the Leased Premises by force, summary proceedings, ejectment, or otherwise, and may dispossess and remove Lessee from the Leased Premises and may have, hold, and enjoy the Leased Premises free of any claim by Lessee with respect thereto. The Authority shall not be deemed to have accepted a surrender of the Leased Premises by Lessee, or to have extended the Term, other than by execution of a written agreement specifically so stating.

## ARTICLE 4
## RENT

### 4.01 Monthly Base Rent for the Leased Premises

(a) The monthly base rent shall be $660.00 per month for the Leased Premises.

(b) The first month's base rent for the Leased Premises is due upon the signing of this Lease. Thereafter, the monthly base rent for the Leased Premises shall be due and payable, in advance, on or before the 1st day of each month during the Term of the Lease, commencing on August 1, 2025.

### 4.02 Place of Payment

All payments of monthly base rent and any other payments required to be made by Lessee to Authority hereunder shall be (i) made by electronic transfer to an account to be designated by Authority, (ii) delivered to the Authority's administrative offices at 400 Charles Zahn Jr. Drive, Corpus Christi, Texas, or such other physical address as Authority may designate from time to time, or (iii) mailed to Authority, Attention: Chief Executive Officer, P.O. Box 1541, Corpus Christi, Texas 78403, or at such other mailing address as Authority shall designate in writing.

### 4.03 Late Payment Penalties

If Lessee should fail to pay Authority any sum to be paid by Lessee to Authority hereunder within thirty (30) days after such payment is due, interest on the unpaid amount shall accrue at a rate of fifteen percent (15%) per annum or the maximum rate allowed by law, whichever is less, from the date payment was due until the date payment is made. Any such late charge shall be in addition to all other rights and remedies available to Authority hereunder or at law or in equity and shall not be construed as liquidated damages or limiting Authority's other remedies in any manner. Failure to pay such interest within thirty (30) days after written demand shall be an event of default hereunder.

## ARTICLE 5
## INSURANCE AND WAIVER OF CLAIMS

### 5.01 Insurance

Without limiting the indemnity obligations or liabilities of Lessee, or its insurers, provided herein, Lessee agrees to procure and maintain at its sole expense during the Term of the Lease the policies of insurance described in **Exhibit C** attached hereto and in at least the minimum amounts specified in **Exhibit C**.

### Section 5.02 Waiver of Claims

**Lessee hereby waives every Claim which arises or may arise in its favor against Authority during the Term of this Lease for any loss of, or damage to, any of its property located within or upon, or constituting a part of, the Leased Premises, to the extent that such loss or damage is or would have been covered by any property insurance which Lessee is required to carry under this Lease (whether or not Lessee actually carries such insurance or self-insures for the loss or damage). Lessee agrees to immediately give to each insurance company which has issued to it policies of fire and extended coverage insurance written notice of the terms of the waiver set forth in this Section, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.**

## ARTICLE 6
## INDEMNITY AND WAIVER

### 6.01 Indemnification by Lessee

**(a) Lessee shall defend, indemnify and hold harmless the Authority Parties from and against, and Lessee shall be responsible for, any and all Claims which may be brought or instituted or asserted against the Authority Parties based on or arising out of or relating to any of the following events (each being referred to herein as an "*Indemnified Event*"): (i) the failure on the part of the Lessee or any of its officers, managers, employees, agents, invitees, guests, contractors, subcontractors or licensees ("*Lessee Parties*") to comply with the provisions of Applicable Laws applicable to the Leased Premises, or (ii) any injury to or**

**death of or claim of injury to or death of any person or any damage to or loss of or claim of damage to or loss of property occurring on the Leased Premises.**

(b) Notwithstanding anything to the contrary contained in Section 6.01(a), it is expressly provided and agreed by and between the Parties that Lessee shall not be obligated to indemnify and hold harmless the Authority Parties from and against their own negligence.

(c) Notwithstanding anything to the contrary contained in Section 6.01(a), Lessee shall be relieved of its obligation of indemnity (but not its obligation to defend) with respect to any Claim to the extent, but only to the extent, of (1) the amount actually recovered from one or more insurance carriers and either paid to the Authority Parties or paid for benefit of the Authority Parties in reduction of such Claim, or (2) the percentage of responsibility attributed to the Authority Parties with respect to causing or contributing to cause the Indemnified Event for which the Claim was made.

(d) Lessee's indemnity obligations under this Section 6.01 shall not be limited by a limitation on the amount or type of damages, compensation or benefits owed by Lessee to any employee of Lessee under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

(e) The obligations of the Lessee under this Section 6.01 shall survive the expiration or any earlier termination of the term of this Lease.

### 6.02 Notice of Claims

The Authority shall give the Lessee prompt and timely notice of any Claims made or instituted against it or any other Authority Party, of which it has knowledge, relating to any matter which in any way may result in indemnification pursuant to Section 6.01(a). Subject to the prior rights, if any, of insurers, the Lessee shall be entitled to control the defense and any compromise of any such Claims to the extent of any actual or potential claim for indemnification made or reserved by the Authority, but the Lessee shall give the Authority the opportunity to participate in the defense and any compromise of any such Claim to the extent of the Authority's interest therein.

## ARTICLE 7
## DEFAULT

### 7.01 Event of Default

An "***Event of Default***" by the Lessee shall occur:

(1) if the Lessee fails to pay when due the Rent payable under this Lease, and any such default shall continue for ten (10) days after the receipt of written notice thereof by the Lessee; or

(2) if the Lessee fails in any material respect to keep, perform, or observe any material covenant, condition, agreement, or obligation under this Lease (other than the

payment of Rent) that is to be kept, performed or observed by Lessee, and shall fail to cure, correct or remedy such failure within twenty (20) days after Lessee has received written notice specifying such failure, unless such failure cannot be cured using commercially reasonable efforts within such period of twenty (20) days, in which case such failure shall not be deemed to continue if the Lessee proceeds with due diligence to cure the failure and diligently completes the curing thereof; or

(3) if the Lessee abandons the Leased Premises during the Term of the Lease; or

(4) if the Lessee shall be adjudicated bankrupt or be declared insolvent under the Federal Bankruptcy Code or any other federal or state law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, winding-up or adjustment of debts (hereinafter collectively called "***Bankruptcy Laws***"), or if the Lessee shall (i) apply for or consent to the appointment of, or the taking of possession by, any receiver, custodian, trustee, or liquidator (or other similar official under Bankruptcy Laws) of the Lessee or of any substantial portion of the Lessee's property; (ii) admit in writing its inability to pay its debts generally as they become due; (iii) make a general assignment for the benefit of its creditors; (iv) file a petition commencing a voluntary case under or seeking to take advantage of any Bankruptcy Law; or (v) acquiesce in writing to, any petition commencing an involuntary case against the Lessee pursuant to any Bankruptcy Law; or

(5) if an order for relief against the Lessee shall be entered in any involuntary case under the Federal Bankruptcy Code or any similar order against the Lessee shall be entered pursuant to any other Bankruptcy Law, or if a petition commencing an involuntary case against the Lessee or proposing the reorganization of the Lessee under the Federal Bankruptcy Code shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within ninety (90) days after such filing, or if a proceeding or case shall be commenced in any court of competent jurisdiction seeking (i) the liquidation, reorganization, dissolution, winding-up or adjustment of debts of the Lessee, (ii) the appointment of a receiver, custodian, trustee, or liquidator (or other similar official under Bankruptcy Laws) of the Lessee or of any substantial portion of the Lessee's property, or (iii) any similar relief as to the Lessee pursuant to any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continued unstayed and in effect for ninety (90) days.

**7.02 <u>Rights and Remedies of Authority</u>**

(a) Upon the occurrence of any Event of Default, Authority may, subject to any judicial process and notice to the extent required by Title 4, Chapter 24 of the Texas Property Code, as may be amended, in addition to all other rights and remedies afforded Authority hereunder or by law or equity, take any one or more or a combination of the following actions:

(1) Terminate this Lease by giving Lessee written notice thereof, in which event, Lessee shall pay to Authority the sum of (i) all Rent accrued hereunder through the

date of termination, (ii) all amounts due under Section 7.03, and (iii) an amount equal to (A) the total Rent that Lessee would have been required to pay for the remainder of the term of this Lease discounted to present value at a per annum rate equal to the "Prime Rate" as published on the date this Lease is terminated by The Wall Street Journal, Southwest Edition, in its listing of "Money Rates", minus (B) the then present fair rental value of the Leased Premises for such period, similarly discounted; or

(2) Terminate Lessee's right to possession of the Leased Premises without terminating this Lease by giving written notice thereof to Lessee, in which event Lessee shall pay to Authority (i) all Rent and other amounts accrued hereunder to the date of termination of possession, (ii) all amounts due from time to time under Section 7.03, and (iii) on the applicable due dates all Rent and other sums required hereunder to be paid by Lessee during the remainder of the Term of this Lease, reduced by any net sums thereafter received by Authority through reletting the Leased Premises during such period. Authority shall use reasonable efforts to relet the Leased Premises on such terms and conditions as Authority in its sole discretion may determine (including a term different from the term of this Lease, rental concessions, and alterations to, and improvement of the Leased Premises); however, Authority shall not be obligated to relet the Leased Premises before leasing other portions of the Authority's real estate. Authority shall not be liable for, nor shall Lessee's obligations hereunder be diminished because of, Authority's failure to relet the Leased Premises or to collect rent due for such reletting. Lessee shall not be entitled to the excess of any consideration obtained by reletting over the Rent due hereunder. Re-entry by Authority in the Leased Premises shall not affect Lessee's obligations hereunder for the unexpired Term of the Lease; rather, Authority may, from time to time, bring action against Lessee to collect amounts due by Lessee, without the necessity of Authority's waiting until the expiration of the term of the Lease. Unless Authority delivers written notice to Lessee expressly stating that it has elected to terminate this Lease, all actions taken by Authority to exclude or dispossess Lessee of the Leased Premises shall be deemed to be taken under this Section 7.02(a)(2). If Authority elects to proceed under this Section 7.02(a)(2), it may at any time thereafter, upon written notice to Lessee, terminate this Lease and, in such event, neither Authority nor Lessee shall have any further rights, obligations or liabilities hereunder after the date of termination, except to the extent that any covenants of this Lease are expressly said to survive termination of this Lease.

(b) Notwithstanding anything to the contrary contained in this Section 7.02, Lessee shall not be deemed to have waived any requirements of Authority to mitigate damages upon an Event of Default as required by law.

### 7.03 Payments of Authority's Costs on Default

Upon the occurrence of any Event of Default, Lessee shall pay to Authority all costs incurred by Authority (including court costs and reasonable attorneys' fees and expenses) in (i) obtaining possession of the Leased Premises, (ii) removing and storing Lessee's property, (iii) reasonably repairing, restoring, altering, remodeling, or otherwise putting the Leased Premises into a reasonably marketable condition, (iv) if Lessee is dispossessed of the Leased Premises and this Lease is not terminated, reletting all or any part of the Leased Premises (including brokerage

commissions, cost of tenant finish work, and other costs incidental to such reletting), (v) performing Lessee's obligations which Lessee failed to perform, and (vi) enforcing, or advising the Authority of, its rights, remedies, and recourses arising out of the Event of Default.

## ARTICLE 8
## GENERAL PROVISIONS

### 8.01 No Waiver

The waiver of any breach of any term or condition of this Lease does not waive any other breach of that term or condition or of any other term or condition.

### 8.02 Notices

All notices, demands, or requests from Lessee to Authority shall be given to Authority, Attention: Chief Executive Officer, P.O. Box 1541, Corpus Christi, Texas 78403, or at such other address as Authority shall request in writing. All notices, demands, or requests from Authority to Lessee shall be given to Lessee, Attention: Gordon Cooper, P.O. Box 9431, Corpus Christi, Texas 78469, or at such other address as Lessee shall request in writing.

### 8.03 Binding Agreement

This Lease binds and inures to the benefit of the parties and their respective successors and assigns where assignment is permitted by this Lease.

### 8.04 Applicable Law

This Lease must be construed and its performance enforced under Texas law. Venue of any action arising out of this Lease will be in Nueces County, Texas.

### 8.05 Construction

In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

### 8.06 Amendment

This Lease, including any exhibits, constitutes the parties' final and mutual agreement. There are no written or oral representations or understandings that are not fully expressed in this Lease. No change, waiver or discharge is valid unless in writing that is signed by the party against whom it is sought to be enforced.

### 8.07 Attorneys' Fees

In the event Authority or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and substantially prevails, then the defaulting party agrees to pay the other party's reasonable attorneys' fees so incurred by such other party.

### 8.08 Public Disclosure

Authority is a governmental authority subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act (Texas Government Code, chapters 551 and 552), and as such Authority may be required to disclose to the public (upon request) this Lease and certain other information and documents relating to the consummation of the transactions contemplated hereby.

### 8.09 *Force Majeure*

In the event either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of *force majeure*, which includes strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (hereinafter "***force majeure***"), such party shall be excused for the period of time equivalent to the delay caused by such *force majeure*. Notwithstanding the foregoing, any extension of time for *force majeure* shall be conditioned upon the party seeking an extension of time delivering written notice of such *force majeure* to the other party within 10 days of the event causing the *force majeure*, and the maximum period of time which a party may delay any act or performance of work due to *force majeure* shall be 60 days.

### 8.10 Contractual Relationship

Nothing contained in this Lease shall create a contractual relationship with or a cause of action in favor of a third party against Authority.

### 8.11. Mediation

Authority and Lessee agree they will, before taking any other legal action, including the filing of an action in State or Federal Court, attempt in good faith, to mediate in Corpus Christi, Texas, any controversy or claim arising out of or related to this Lease before a mediator to be agreed upon by Authority and Lessee. Authority and Lessee must agree upon a mediator within fifteen (15) days after a written request for mediation by either party, or either party may request any State District Judge sitting in Nueces County, Texas, to appoint a mediator and such appointment will be final. The mediator will schedule a mediation meeting at a time and place determined by the mediator. Authority and Lessee will each pay one-half of the costs of mediation to the mediator.

### 8.12 Assignment

Lessee may not assign this Lease in whole or in part or any interest therein nor sublet the Leased Premises or any part thereof nor grant any license, concession or other right of occupancy of any portion of the Leased Premises without the prior written consent of Authority.

**IN TESTIMONY WHEREOF**, this Lease is executed in duplicate originals, either of which shall be deemed to be an original, at Corpus Christi, Texas, on the date first above-mentioned.

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

By: _____
Kent A. Britton
Chief Executive Officer

"Authority"

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

This instrument was acknowledged before me on the _____ day of May, 2025, by Kent A. Britton, Chief Executive Officer of the Port of Corpus Christi Authority of Nueces County, Texas, on behalf of said Authority.

_____
NOTARY PUBLIC, STATE OF TEXAS

**COOPER OUTDOOR ADVERTISING, INC.**

By: _____
Robert Whitehurst, General Manager

"Lessee"

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

This instrument was acknowledged before me on the 3 day of May, 2025, by Robert Whitehurst, General Manager of Cooper Outdoor Advertising, Inc., a Texas corporation on behalf of said corporation.

GENESIS GALVEZ
Notary Public, State of Texas
My Comm. Exp. 06-08-2027
ID No. 13439877-5

_____
NOTARY PUBLIC, STATE OF TEXAS

**EXHIBIT A**
**MAP OR PLAT OF LEASED PREMISES**
**(*IH-37 Billboard*)**

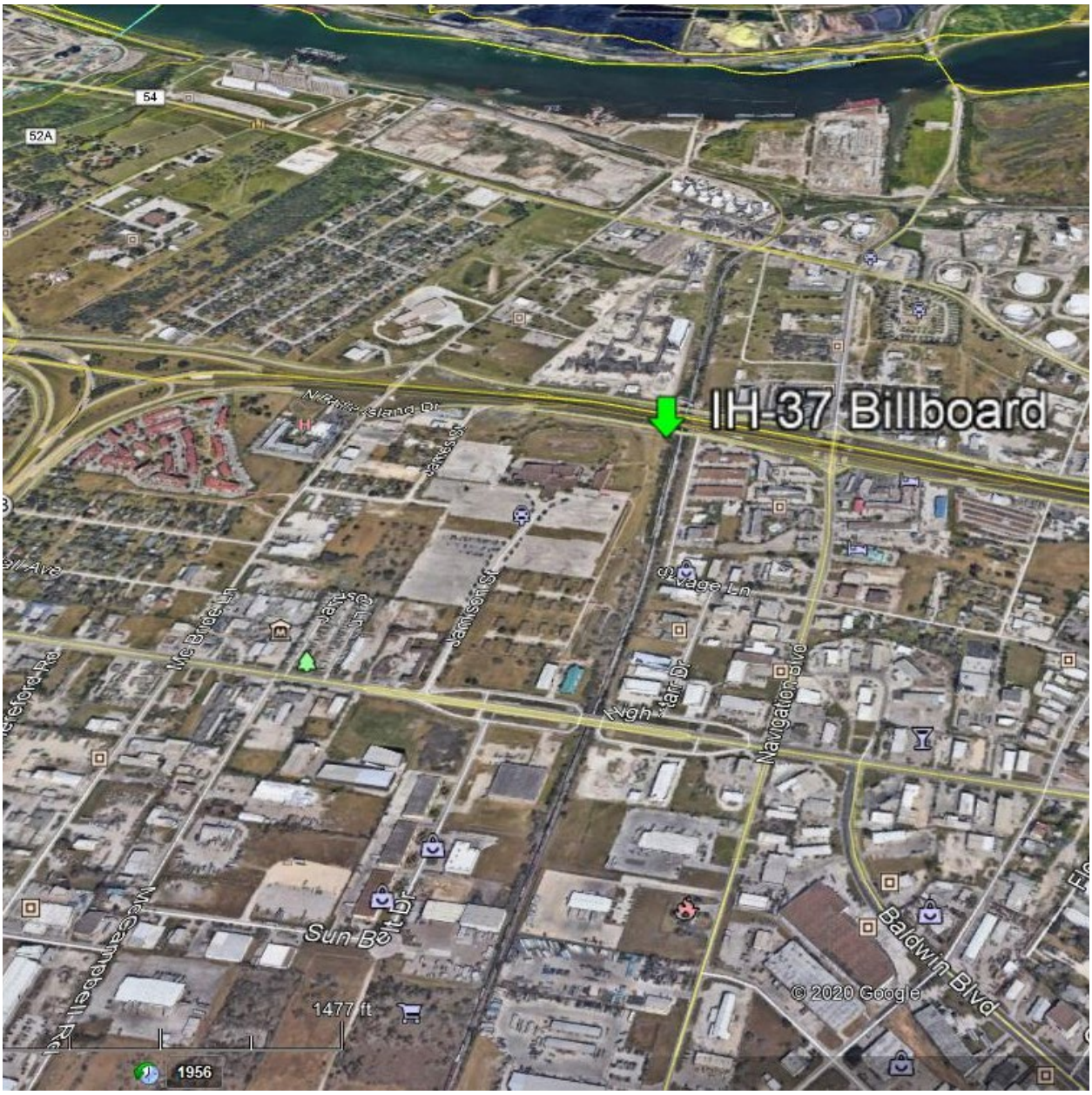


**EXHIBIT B**
**MAP OR PLAT OF LEASED PREMISES**
**(*Hwy 181 Billboard*”).**

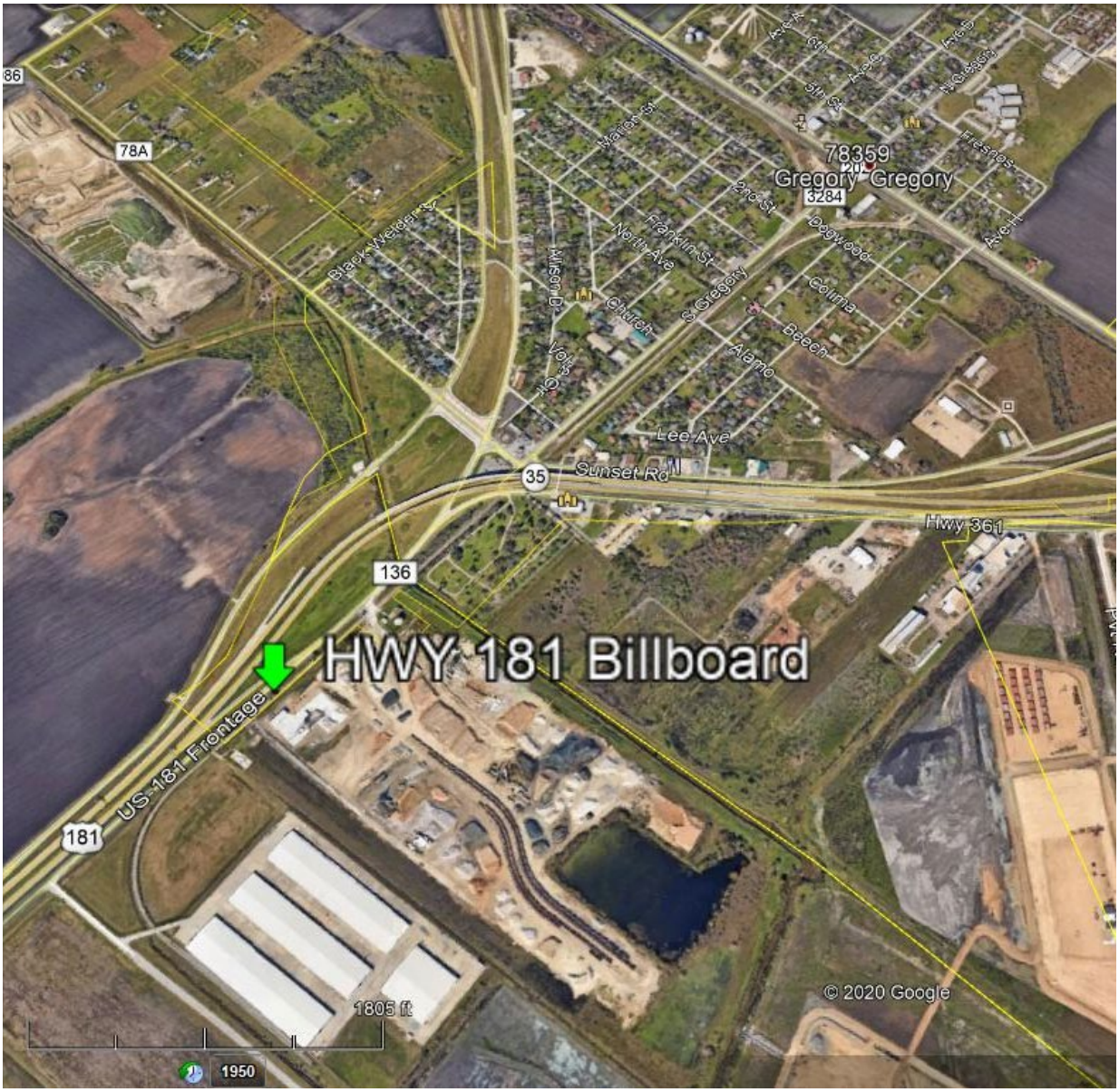


**EXHIBIT C**
**INSURANCE**

Without limiting the indemnity obligations or liabilities of Lessee, or its insurers, provided herein, Lessee agrees to procure and maintain at its sole expense during the Term of the Lease the following policies of insurance (sometimes collectively referred to in this Exhibit as the "***Policies***") and in at least the minimum amounts specified below:

| | TYPE OF INSURANCE | LIMITS OF LIABILITY |
|---|---|---|
| A. | Workers' Compensation | Statutory |
| B. | Employer's Liability | $500,000 per Occurrence<br>$500,000 Aggregate |
| C. | Commercial General Liability | $1,000,000 per Occurrence<br>$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. | Pollution Liability Insurance | $1,000,000 per Occurrence<br>$2,000,000 Aggregate |
| F. | Umbrella Liability | $5,000,000 per Occurrence |

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

| | | |
|---|---|---|
| G. | Railroad Protective Liability | $1,000,000 per Occurrence<br>$5,000,000 Aggregate |

Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, its Port Commissioners, officers and employees ("***Authority Parties***"). Additionally, the Authority Parties shall be designated as an Additional Insured either by a blanket additional insured or a specific endorsement on all policies, except for Worker's Compensation, Employer's Liability, and Commercial Property Insurance. In the event that the work of Lessee'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, Lessee 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 Lease.

The insurance required as listed above shall apply to any contractor or subcontractor performing work on the Leased Premises for or on behalf of Lessee, and Lessee shall ensure that any such contractor or subcontractor is aware of and is in compliance with the insurance requirements during any period such contractor or subcontractor is on the Leased Premises at Lessee's request. Lessee's insurance provider shall give the Lessee at least thirty (30) day's prior written notice of any cancellation, nonrenewal, or material modification of each of the policies and Lessee shall then notify the Authority of same, Attention: Risk Manager.

The company writing each of the Policies must possess a current rating with A.M. Best Company of at least "A-, VII". Lessee'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 June 17, 2025

**DATE:** June 17, 2025

**TO:** Port Commission

**FROM:** Jesse Robinson
Director of Asset Management
jerobinson@pocca.com
(361) 885-6198

**Approve purchase of one (1) new Genie Self-Propelled Articulating Boom, Model Z80/60 2WS-4WD from Briggs Equipment with a purchase price of $161,710 utilizing BuyBoard Contract #685-22 for use in the Maintenance Department**

**SUMMARY:** Staff requests authorization to purchase one (1) Genie Self-Propelled Articulating Boom, Model Z80/60 2WS-4WD. This is an aerial lift that will support a safe and efficient Maintenance operation with designated equipment with aerial working capabilities to be used maintaining elevated PCCA assets. The piece of equipment has a total purchase price of $161,710. The equipment will be purchased utilizing BuyBoard Contract #685-22 for the Maintenance Department with estimated delivery of Q3 2025 (FOB Corpus Christi, Texas).

**BACKGROUND:** The 2025 budget included the purchase of PCCA heavy equipment as replacement for existing equipment determined to be at end of asset value and the need for replacement equipment is critical. This equipment will replace unit 484, Genie Z34/22 IC Articulating Boom Lift. The use of cooperative purchasing programs allows for municipalities, county government, and all types of local governmental agencies to combine purchasing power to achieve better pricing. Through competitive solicitation and selection process, suppliers are awarded master agreements for goods, products, and services. These master agreements are then made available to participating public agencies and are conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement practice. Purchases through these alliances eliminate the open bid requirement because the competitive procurement process has been completed with the award of the master agreement. PCCA's Procurement Policy allows for the purchase of major mobile equipment directly from state or federally approved purchasing programs with Port Commission approval.

**ALTERNATIVES:** Open Market Bids

**CONFORMITY TO PORT POLICY:** Strategic Goal #1A – Fund Operating Budget, Capital Program and Strategic Opportunities

**EMERGENCY:** No

**FINANCIAL IMPACT:** $161,710 – approved in 2025 budget.

**STAFF RECOMMENDATION:** Staff recommends the Port Commission approve the purchase of one (1) Genie Self-Propelled Articulating Boom, Model Z80/60 2WS-4WD with a purchase price of $161,710.

**DEPARTMENTAL CLEARANCES:**

| | |
|---|---|
| Originating Department: | Operations |
| Reviewed By: | Jesse Robinson, Assistant Director of Asset Management |
| Legal: | Dane Bruun |
| Executive Staff: | Cindy Bertolami, Chief Financial Officer<br>Kyle Hogan, Chief Operating Officer<br>Kent Britton, Chief Executive Officer |

**LIST OF SUPPORTING DOCUMENTS:**
2025 PCCA Z80-60 Genie Quote

**QUOTE NUMBER: 04072025RJ Rev1**
**DATE:** 06-30-2025
**QUOTED TO:**

PORT OF CORPUS CHRISTI
400 Harbor Drive
Corpus Christi Texas 78401
Buy Board # 685-22



**ATTN: Allen Cooper**/Melinda Licon
**PHONE:** 361-462-2918
**EMAIL:** acooper@pocca.com

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Briggs Equipment is pleased to submit the following quotation for your consideration:

**DESCRIPTION:** One – New Genie Self-Propelled Articulating Boom, Model Z80/60 2WS-4WD

**SPECIFICATIONS:**

Deutz Diesel TD2.9L T4F 74HP
Maximum Working Height .....84ft
Platform Height.....78ft
Maximum Horizontal Reach ...60ft
Up and Over clearance max...29ft
Platform Rotation.....160 degrees
Vertical Jib Rotation.....135 degrees
Jib Length …….. 6ft
Width ..... 8ft 2in
Lift Capacity.....500 lbs.
Travel Speed ..... 3.0 mph (stowed)
0.68 mph (raised)

Rough Terrain Foam-Filled Tires, Work Light Package

Other Standard Features..... Proportional controls for lift and drive functions; Self-leveling platform; Hydraulic platform rotation; Thumb rocker steer; Drive enable; Horn; Hour meter; Tilt Alarm; Descent & travel alarms; Zero tail-swing and front arm swing.

BRIGGS EQUIPMENT


**QUOTE NUMBER:** **04072025RJ Rev1**
**QUOTE DATE:** **06-30-2025**
**QUOTED TO:** **PORT OF CORPUS CHRISTI**

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**PRICE:** .....**$161,710.00** (each) plus tax.

**TERMS:** .....Net 30 days with approval
**F.O.B.:** .....Port Of Corpus Christi Texas
**FACTORY LEAD TIME:** .....6/7 Weeks
BUY BOARD # 685-22

GENIE Z80/60 Buy Board USD List Price $277,780.00

Briggs Equipment provides a complete line of aerial booms, personnel lifts, aerial work platforms, and scissor lifts. Briggs Equipment serves industry with the largest inventory of forklifts and aerial equipment in the south and southwest. This commitment is supported by factory trained sales and service personnel, a wide selection of used equipment, and a rental fleet second to none.

**THIS QUOTE VALID FOR 30 DAYS FROM DATE OF QUOTE**

**REFER TO PRODUCT LITERATURE FOR FURTHER SPECIFICATIONS**

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We proposed to furnish items, as described, at prices stated: and, unless otherwise specified by us, under our regular conditions and terms of acceptance, sale and payment which are given on the reverse side of this quotation.

QUOTED BY DATE
Sales Rep: Rudy Jaskinia #285
Cell: 210-842-0063 Office: 210.246.1212

Customer Acceptance Date

# Port of Corpus Christi Authority
## Procurement Department
### Price Verification Worksheet
### Contract Buyboard 685-22
### Discount 10%

**Staff:** Melinda Licon
**Date:** 05/08/2025
**Quotation #:** 04072025RJ Rev1
**Vendor:** Briggs Equipment
**Total Cost:** $161,710.00

| Line No. | Item No. or Description | Part No | Quantity | List Price | Quoted Price | Extended Cost | Discount | Actual Discount % |
|---|---|---|---|---|---|---|---|---|
| 1 | Genie Self Propelled Articulating Boom, Model Z80/60 2WS-4WD | | 1 | $277,780.00 | $161,710.00 | $161,710.00 | 10.00% | 41.78% |
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PORT CORPUS CHRISTI®

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of June 17, 2025

**DATE:** June 17, 2025

**TO:** Port Commission

**FROM:** Jesse Robinson
Director of Asset Management
jerobinson@pocca.com
(361) 885-6198

**Approve purchase of one (1) new Grove GCD15 Carry Deck Crane from Anderson Machinery Company with a purchase price of $296,754.75 utilizing BuyBoard Contract #685-22 for use in the Maintenance Department**

**SUMMARY:** Staff requests authorization to purchase one (1) Grove GCD15 Carry Deck Crane. This is a carry deck crane that will support a safe and efficient Maintenance and Bulk Terminal operation with designated equipment with heavy lift capabilities to be used maintaining PCCA assets. The piece of equipment has a total purchase price of $296,754.75. The equipment will be purchased utilizing BuyBoard Contract #685-22 for the Maintenance Department with estimated delivery of July 2025 (FOB Corpus Christi, Texas).

**BACKGROUND:** The 2025 budget included the purchase of PCCA heavy equipment to be added to the fleet to ensure a more efficient operation. Similar equipment is currently being rented on a weekly basis performing fender replacements and dock maintenance across PCCA owned assets. The use of cooperative purchasing programs allows for municipalities, county government, and all types of local governmental agencies to combine purchasing power to achieve better pricing. Through competitive solicitation and selection process, suppliers are awarded master agreements for goods, products, and services. These master agreements are then made available to participating public agencies and are conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement practice. Purchases through these alliances eliminate the open bid requirement because the competitive procurement process has been completed with the award of the master agreement. PCCA's Procurement Policy allows for the purchase of major mobile equipment directly from state or federally approved purchasing programs with Port Commission approval.

**ALTERNATIVES:** Open Market Bids

**CONFORMITY TO PORT POLICY:** Strategic Goal #1A – Fund Operating Budget, Capital Program and Strategic Opportunities

**EMERGENCY:** No

**FINANCIAL IMPACT:** $296,754.75 – approved in 2025 budget.

**STAFF RECOMMENDATION:** Staff recommends the Port Commission approve the purchase of one (1) Grove GCD15 Carry Deck Crane with a purchase price of $296,754.75.

**DEPARTMENTAL CLEARANCES:**

Originating Department: Operations
Reviewed By: Jesse Robinson, Assistant Director of Asset Management

Legal: Dane Bruun

Executive Staff: Cindy Bertolami, Chief Financial Officer
Kyle Hogan, Chief Operating Officer
Kent Britton, Chief Executive Officer

**LIST OF SUPPORTING DOCUMENTS:**
2025 PCCA GROVE 15T Carry Deck Quote

# PRICING QUOTE-SHEET FOR STANDARD EQUIPMENT PURCHASES

*The following detials shall be provided with any BuyBoad purchase order (Email Order to josh@amcotx.com)*

| | | | |
|---|---|---|---|
| | | Prepared By: | **Joshua Smith** |
| **BuyBoard Vendor:** | **Anderson Machinery Company** | Vendor Phone: | |
| **[Address P.O. to:]** | **PO BOX 200380** | Vendor Fax: | |
| | **San Antonio TX 78220** | Vendor Toll Free | |
| | | Date Prepared | 5/27/2025 |

| | | | |
|---|---|---|---|
| **Government Agency:** | **Port of Corpus Christi Authority** | **Gov. Agency** | **Port of Corpus Christi Authority** |
| **[Ship to:]** | **Anderson Machinery Company - Corpus Christi TX** | **[Bill to:]** | **Port of Corpus Christi Authority** |
| | **6535 Leopard St Corpus Chrisit TX 78469** | | **400 Harbor Drive Corpus Christi TX 78401** |
| **Contacts Name:** | - Gov. Agn. Phone No: - | G. A. Fax No: | - |

Product Description: **One (1) NEW GROVE GCD15 Carry Deck Crane, UNIT #5234**

I: **BuyBoard Contract #685-22, Effective till Nov. 30th 2025** Price List: GROVE Base Price **$ 234,970.00**

II: Base Bid Options: (Itemize Below)

| | | | | | |
|---|---|---|---|---|---|
| Cummins QSF 3.8L 74 HP Engine | $ 11,650.00 | * | And all standard equipment | | |
| Convience Package | $ 1,520.00 | * | | | |
| Aux Lighting Package | $ 920.00 | * | | | |
| Enclosed Cab Package | $ 6,215.00 | * | | | |
| 4 Wheel Drive Package | $ 12,970.00 | * | | | |
| 10,000 Capacity hyd aux winch | $ 8,240.00 | * | | | |
| Air Condition | $ 6,010.00 | * | | | |
| 50' 4 Section Boom | $ 12,255.00 | * | | | |
| 15' Swing Away | $ 12,255.00 | * | | | |
| **Subtotal** | **$ 72,035.00** | | **Subtotal** | $ - | |

Contract List Price Total **$ 72,035.00**

III: Subtotal of I + II => $ 307,005.00

IV: Discount: 5% **BuyBoard Contract Price:** **$ 291,654.75**

V: Non-Base Options (Itemize below) NON-BASE = 1.75% %

| | | | | | |
|---|---|---|---|---|---|
| * FREIGHT TO DEALER | $ 4,700.00 | * | | | |
| * Freight to customer | $ 400.00 | * | | | |
| * | | * | | | |
| * | | * | | | |
| * | | * | | | |
| **Subtotal** | **$ 5,100.00** | | **Subtotal** | $ - | |

VI Unpublished Options added to Contract Price (Subtotal of Co. 1 & Col 2) **$ 5,100.00**

VII: Total of **IV + VI** **$ 296,754.75**

VIII: **Quantity Ordered** Units: 1 x "E" **$ 296,754.75**

IX: Trade-in or other Credit(s):

X: **TOTAL PURCHASE PRICE INCLUDING VIII + IX** **$ 296,754.75**

* Warranty Terms: Standard Warranty (Terms & condtions based on GROVE, travel time & mileage not included)

* Quote Good Till: 5/31/2025, subject to availability

* Availability: **UNIT #5234 IN STOCK**

**Fax all Purchase Orders to BuyBoard at (800) 211-5454**

# Port of Corpus Christi Authority
## Procurement Department
### Price Verification Worksheet
### Contract BuyBoard
### Discount 5%

**Staff:** Melinda Licon
**Date:** 05/27/2025
**Quotation #:** Quote dated 5/27/2025
**Vendor:** Anderson Machinery Co
**Total Cost:** $296,754.75

| Line No. | Item No. or Description | Part No | Quantity | List Price | Quoted Price | Extended Cost | Discount | Actual Discount % |
|---|---|---|---|---|---|---|---|---|
| 1 | Grove GCD15 Carry Deck Crane | A167 | 1 | $234,970.00 | $234,970.00 | $234,970.00 | | |
| 2 | Cummins QSF 3.8L 74 HP Engine | C28 | 1 | $11,650.00 | $11,650.00 | $11,650.00 | | |
| 3 | Convenience Package | V04 | 1 | $1,520.00 | $1,520.00 | $1,520.00 | | |
| 4 | Aux Lighting Package | V05 | 1 | $920.00 | $920.00 | $920.00 | | |
| 5 | Enclosed Cab Package | V10 | 1 | $6,215.00 | $6,215.00 | $6,215.00 | | |
| 6 | 4 Wheel Drive Package | H10 | 1 | $12,970.00 | $12,970.00 | $12,970.00 | | |
| 7 | 10,00 Capacity Hyd Aux winch | D35 | 1 | $8,240.00 | $8,240.00 | $8,240.00 | | |
| 8 | Air Condition | E10 | 1 | $6,010.00 | $6,010.00 | $6,010.00 | | |
| 9 | 50' 4 Section Boom | B12 | 1 | $12,255.00 | $12,255.00 | $12,255.00 | | |
| 10 | 15' Swing Away | B02 | 1 | $12,255.00 | $12,255.00 | $12,255.00 | | |
| 11 | Total 5% Discounted Removed on Total Amount not by Item | | 1 | $307,005.00 | $291,654.75 | $291,654.75 | 5.00% | 5.00% |
| 12 | | | | | | | | |
| 13 | Open Market allowable per Cooperative Contract | | | | | | | |
| 14 | Freight to Dealer | | 1 | $4,700.00 | $4,700.00 | $4,700.00 | | |
| 15 | Freight to Customer | | 1 | $400.00 | $400.00 | $400.00 | | |
| 16 | | | | | | | | |
| 17 | **Total Purchase Price** | | | | | **$296,754.75** | | |
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PORT CORPUS CHRISTI

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of June 17, 2025

**DATE:** June 17, 2025

**TO:** Port Commission

**FROM:** Ashley Stevenson
Asset Management Manager
stevenson@pocca.com
(361) 885-6111

**Approve First Amendment to Services Agreement with Flyer View Group, LLC, for a new aerial floor map at the Executive Administration Building in the amount of $120,501.50 for revised scope of work**

**SUMMARY:** Staff requests the Port Commission approve an amendment to the existing contract with Flyer View Group, LLC, for an aerial floor map at the Executive Administration Building to cover the revised scope of work in the agreement at an additional cost of $120,501.50.

**BACKGROUND:** The Port of Corpus Christi entered into a contract with Flyer View Group, LLC, on January 9, 2025, for the purpose of production and installation of an approximately 250-square-foot vinyl aerial floor map on top of the existing concrete floor in the lobby of the Executive Administration Building. The contract amount was not to exceed $84,995, of which $42,497.50 has been paid to date. After further review of the project, staff opted to adjust the original project scope and instead have Flyer View Group install a custom floor display measuring approximately 10 feet by 20 feet, as well as install two large wall map murals (up to 7 feet by 7 feet) printed on vinyl that showcase the La Quinta and Robstown coverage areas. The requested amendment will provide funds for completion of the revised scope of work, tentatively scheduled for no later than December 31, 2025.

**ALTERNATIVES:** N/A

**CONFORMITY TO PORT POLICY:** Yes – Strategic Goal #5 – Fund Our Vision

**EMERGENCY:** No.

**FINANCIAL IMPACT:** This project is included in the 2025 FY Budget with an allocation of $500,000 available for Port Historical Display. The total project amount with the approved amendment will be $162,999.

**STAFF RECOMMENDATION:** Staff recommends the Port Commission approve the

amendment to the existing contract with Flyer View Group, LLC, in the amount of $120,501.50 to cover the revised scope of work to produce and install an aerial floor map with wall map murals at the Executive Administration Building.

**DEPARTMENTAL CLEARANCES:**

| | |
|---|---|
| Originating Department | Operations |
| Reviewed & Approved | Cindy Bertolami |
| Legal | Dane Bruun |
| Executive Staff | Kyle Hogan |
| | Kent Britton |

**LIST OF SUPPORTING DOCUMENTS:**

First Amendment to Services Agreement

**AMENDMENT NO. 3**

**TO**

**SERVICES AGREEMENT**

This Amendment No. 3 to Services Agreement (the "***Amendment***") is made effective as of June 17, 2025 ("***Amendment Date***") by and between the Port of Corpus Christi Authority of Nueces County, Texas, a navigation district operating under Article XVI, Section 59 of the Texas Constitution ("***Authority***"), and Flyer View Group, LLC ("***Service Provider***"). Authority and Service Provider are sometimes individually referred to herein as a "***Party***" and collectively as the "***Parties***".

WHEREAS, Authority and Service Provider entered into a Services Agreement dated January 9, 2025 (the "***Agreement***"), under the terms of which the Service Provider agreed to perform the services described in the Scope of Services attached to the Agreement as **Exhibit A**; and

WHEREAS, by Amendment No. 1 the Authority and Service Provider agreed to extend the deadline to perform the Services to June 3, 2025; and

WHEREAS, by Amendment No. 2 the Authority and Service Provider agreed to extend the deadline to perform the Services to December 31, 2025; and

WHEREAS, the Parties have agreed to amend the Agreement to: (i) incorporate the revised scope of work in **Exhibit A-1**; and (ii) increase the compensation to Service Provider to perform the revised Services;

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

**A.** Section 1 of the Agreement is amended to include the revised scope of services described in and set forth in **Exhibit A-1** to this Amendment which is incorporated herein by reference.

**B.** Section 7 of the Agreement is amended to include the Fee Schedule described in and set forth in **Exhibit B-1** to this Amendment which is incorporated herein by reference; provided, however, the total compensation paid to Service Provider for the Services including reasonable travel expenses and other expenses shall not exceed **One Hundred Sixty-Two Thousand Nine Hundred and Ninety-Nine Dollars ($162,999)**.

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

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

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

In Witness Whereof, the Parties have caused this Amendment to be executed by their duly authorized representatives effective for all purposes as of the 17th day of June 2025.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____
Kent Britton
Chief Executive Officer

Date: _____

FLYER VIEW GROUP, LLC

By: Dale Appleby
Dale Appleby (Jun 10, 2025 11:18 CDT)
Dale Appleby
Chief Executive Officer

Date: 06/10/2025

**Exhibit A-1**
**Revised Scope of Services**

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

- Remove original scope of work that included production and installation of an approximately 1,700 – 1,900 sq. ft. vinyl aerial floor graphic on top of existing concrete floor at the Executive Administration Building located at 400 Charles Zahn, Jr. Drive, Corpus Christi, Texas.

- Install Custom Floor Display approximately 10'x 20' structure
    - Install 2x4 joist
    - Install 2x4 header around perimeter
    - Install ¾" T&G decking (glued & screwed)
    - Install TREX (composite wood) around exposed sides
    - Install TREX (composite wood) around perimeter deck of map/glass
    - Install printed/laminated map image mounted 1/8" aluminum
    - Install clear glass (.5" structural tempered glass, low iron)

- Install Two Large Murals up to 7'x7' wall maps which are LaQuinta coverage area and Robstown coverage area
    - Printed vinyl
    - Mounted on .5" gatorboard
    - Black pro-trim frame

| | |
|---|---|
| Total Cost for Services | $162,999.00 |
| Credit from Original Scope | ($42,497.50) |
| **Remaining Balance to be paid** | **$120,501.50** |

**Exhibit B-1**
**Fee Schedule**

The Service Provider will perform the Services described in Exhibit A-1 in accordance with the terms and conditions of this Amendment on a fixed rate or an hourly fee basis; provided, however, that the total fee for services rendered under this Amendment will not exceed **$120,501.50** without Authority's written approval. Services provided by Service Provider will be billed as specified in Exhibit B and Exhibit B-1. 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.

The Authority agrees to reimburse the Service Provider for certain authorized and approved travel expenses incurred by the Service Provider during the Term and directly resulting from the Service Provider's performance of the Services under this Contract. Authority will also reimburse the Service Provider for Direct Costs incurred by the Service Provider in performing the Services. The Service Provider 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 Service Provider's actual cost.

Not later than the twentieth (20th) day of each calendar month, Service Provider 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 Service Provider 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.

| | |
|---|---|
| **Total Cost for Services** | **$162,999.00** |
| **Credit from Original Scope** | **($42,497.50)** |
| **Remaining Balance to be paid** | **$120,501.50** |

PORT CORPUS CHRISTI®

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of June 17, 2025

**DATE:** June 17, 2025

**TO:** Port Commission

**FROM:** Melinda Licon
Manager of Procurement Services
melinda@pocca.com
(361) 885-6123

## Adopt Resolution Authorizing the Disposal of Salvage or Surplus Personal Property

**SUMMARY:** Staff is seeking Port Commission approval of resolution authorizing the disposition of salvage or surplus personal property.

**BACKGROUND:** PCCA has identified certain vehicles, equipment, furniture, appliances, and tools (Personal Property) which are damaged, obsolete, without further value to PCCA, or abandoned on PCCA property. Texas Water Code Section 62.122 authorizes the Port Commission to periodically dispose of surplus and salvage personal property in the same manner as a county under Sections 263.151-158 of the Texas Local Government Code. The attached Resolution authorizes the disposition of the Personal Property. A list of the Personal Property is attached to the Resolution as Exhibit A.

**ALTERNATIVES:** Strategic Goal #1A – Fund Operating Budget, Capital Program and Strategic Opportunities

**CONFORMITY TO PORT POLICY:** Strategic Goal #1A – Fund Operating Budget, Capital Program and Strategic Opportunities

**EMERGENCY:** No

**FINANCIAL IMPACT:** Undetermined

**STAFF RECOMMENDATION:** Staff recommends the Port Commission adopt the Resolution authorizing the disposal of the surplus and salvage personal property.

**DEPARTMENTAL CLEARANCES:**

| | |
|---|---|
| Originating Department: | Procurement |
| Reviewed By: | Operations |
| | Asset Management |
| Legal: | Dane Bruun |
| Executive Staff: | Cindy Bertolami, Chief Financial Officer |
| | Kyle Hogan, Chief Operating Officer |
| | Kent A. Britton, Chief Executive Officer |

**LIST OF SUPPORTING DOCUMENTS:**

Resolution and Exhibit A

**RESOLUTION AUTHORIZING THE DISPOSAL OF SALVAGE OR SURPLUS PERSONAL PROPERTY**

WHEREAS, the Port of Corpus Christi Authority ("PCCA") owns certain vehicles, equipment, furniture, appliances, and tools (the "Personal Property") which are damaged, obsolete, without further value to PCCA, or abandoned on PCCA property; and

WHEREAS, a list of the Personal Property is attached to this Resolution as Exhibit A; and

WHEREAS, PCCA no longer has a need for the Personal Property; and

WHEREAS, Section 62.122 of the Texas Water Code authorizes PCCA's Port Commission (the "Port Commission") to periodically dispose of surplus and salvage personal property in the same manner as the commissioners court of a county under Sections 263.151-263.158, Texas Local Government Code; and

WHEREAS, Section 263.151, Texas Local Government Code, defines "salvage property" as personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended; and

WHEREAS, Section 263.151, Texas Local Government Code, defines "surplus property" as personal property that (1) is not salvage property or items routinely discarded as waste, (2) is not currently needed by its owner, (3) is not required for the owner's foreseeable needs, and (4) possesses some usefulness for the purpose for which it was intended; and

WHEREAS, Section 263.152(a)(1), Texas Local Government Code, allows the commissioners court of a county to periodically sell the county's surplus or salvage personal property by competitive bid or auction; and

WHEREAS, Section 263.152(a)(3), Texas Local Government Code, allows the commissioners court of a county to order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property by competitive bid or auction and is unable to do so because no bids are made; and

WHEREAS, Section 263.152(a)(4), Texas Local Government Code, further allows the commissioners court of a county to dispose of personal property by donating it to a civic or charitable organization located in the county if the commissioners court determines that: (1) undertaking to sell the property by competitive bid or auction would likely result in no bids or a bid price that is less than the county's expenses required for the bid process; (2) the donation serves a public purpose; and (3) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property; and

WHEREAS, PCCA's staff has recommended to the Port Commission that the Personal Property be sold by sealed bids or auction, subject to certain terms and conditions provided herein; and

WHEREAS, the Port Commission may designate a representative to conduct the sale of the Personal Property; and

WHEREAS, it is the opinion of this Port Commission that it would be advisable and in the best interests of PCCA to offer to sell the Personal Property by sealed bids or auction upon the terms and conditions stated in this Resolution;

NOW, THEREFORE, BE IT RESOLVED, that the Port Commission hereby determines that the Personal Property is "salvage" or "surplus" personal property as those terms are defined in Section 263.151, Texas Local Government Code; and

BE IT FURTHER RESOLVED, that the Port Commission hereby authorizes the sale all of the Personal Property, in one or more transactions, by sealed bids or by auction; and

BE IT FURTHER RESOLVED, that the Chief Financial Officer and the Manager of Procurement Services (each a "Designated Representative") are each hereby severally authorized to sell the Personal Property by sealed bids or auction to the highest bidder, and in that regard each Designated Representative is hereby authorized (i) to determine the number of transactions in which the Personal Property will be sold, (ii) to determine which items of Personal Property will be included in each transaction, (iii) to accept the highest bid for the items included in any transaction, (iv) to reject any bids to purchase the Personal Property if the Designated Representative finds that to be in the best interests of PCCA, (v) to cause notice of each transaction to be published in accordance with the requirements of Section 263.153, Texas Local Government Code, (vi) to execute a Bill of Sale or other appropriate conveyance document conveying the items in each transaction to the highest bidder in such transaction, and (vii) and to execute, attest, seal, and deliver any and all additional certificates, documents, or other papers and to do any and all things he deems necessary to effect the sale of the Personal Property in accordance with the intent and purposes of this Resolution; and

BE IT FURTHER RESOLVED, that the bid specifications for sealed bids for the purchase of the Personal Property shall include without limitation the following terms and conditions, all of which must be complied with or the bid may be rejected:

1. the bids must be sealed and submitted prior to the deadline stated in the published bid notice;

2. the full amount of the purchase price must be paid in cash;

3. each bid must be accompanied by a certified check or cashier's check payable to PCCA in the full amount of the bidder's bid, which will guarantee that the bidder will perform the terms of its bid if it is accepted;

4. the Personal Property will be conveyed **"as is, where is and with all faults,"** based upon the bidder's own investigations of the items, and PCCA makes no guarantee and assumes no responsibility for any of the Personal Property;

5. all sales shall be final on the day of sale;

6. it shall be a condition of sale that all items purchased in a single transaction shall be picked up and removed from PCCA's property by the time specified in the bid specifications for that transaction, and the successful bidder shall bear the sole risk for loss of any items remaining on PCCA's property past the designated time; and

7. the Port Commission, acting by and through either Designated Representative, reserves the right to reject any or all bids;

BE IT FURTHER RESOLVED, that the Designated Representatives may destroy or otherwise dispose of the Personal Property as worthless if, after the competitive bid or auction, no bids are made; and

BE IT FURTHER RESOLVED, that Designated Representatives may dispose of Personal Property by donating it to civic or charitable organizations located within the geographic boundaries of PCCA if (1) undertaking to sell the property by competitive bid or auction would likely result in no bids or a bid price that is less than PCCA's expenses required for the bid process; (2) the donation serves a public purpose; and (3) the organization will provide PCCA with adequate consideration, such as relieving PCCA of transportation or disposal expenses related to the property; and

BE IT FURTHER RESOLVED, that, notwithstanding anything to the contrary contained in this Resolution, each Designated Representative is hereby authorized to sell any of the Personal Property to a county or another political subdivision within the geographic boundaries of PCCA without public bidding; and

BE IT FURTHER RESOLVED, that the Designated Representatives shall keep or caused to be kept on behalf of PCCA a record of all Personal Property sold, donated or disposed of under the authority of this Resolution, and that record shall generally describe the property sold or donated, to whom it was sold or donated, and the amount of money received for each sale.

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 17th day of June 2025.

* * * * * * * * * * * *

**EXHIBIT A**

| Unit # | Asset | Year | Make | Description | Miles | | Assigned Department |
|---|---|---|---|---|---|---|---|
| 503 | 36433 | 2015 | Ford | Expedition EL | 154,148.40 | | Operations |
| 178 | 1690 | 1989 | Leroi | Air compressor | N/A | | Bulk Terminal |
| 349 | 24256 | 2007 | Master | Tow Series 80THDEB | N/A | | Maintenance |
| 374 | 29129 | 2009 | Holland | Tractor T6020 | 2374 Hrs. | | Maintenance |
| 395 | 30728 | 2010 | Safe | 31' Safe Boat | 802 Hrs. | | Marine Asset |
| 439 | 32731 | 2012 | JLG | Boom Lift 125' Model 1250AJP | 1,216.70 | | Bulk Terminal |
| 442 | 34024 | 2012 | Holland | Tractor T6.175 | 1789Hrs. | | Maintenance |
| 488 | 35553 | 2015 | Freightliner | Water Truck | 12,037 | | Bulk Terminal |
| 500 | 36302 | 2014 | John Deere | TH 6x4 | 299.9 Hrs. | | Maintenance |
| 623 | 44484 | 2017 | Kubota | RTV-X1140 | 1985 Hrs. | | Bulk Terminal |
| 511 | 36441 | 2015 | Dodge | Durango SXT | 37,436 | | Safety |
| | 36847 | | Cummin | CD40D6 Generator | N/A | | Maintenance |
| | 30411 | | Miller | Trailblazer 302 Airpackw/plasma | N/A | | Bulk Terminal |
| 488 | 35553 | 2015 | Frieghtliner | M2106 | 12,037 | | Bulk Terminal |
| 449 | 397330 | 2013 | McClain | Trailer | N/A | | Maintenance |
| 162 | 15536 | | | Homemade Mobile BBQ Pit | N/A | | Bulk Terminal |
| 378 | 29209 | 2009 | Ford | F350 | 130,312 | | Bulk Terminal |
| 436 | 32707 | 2012 | Dodge | 3500 W/Crew cab 4x4 | 109,789 | | Maintenance |
| 437 | 32715 | 2012 | Ford | F350 XLT Super Duty | 88,650 | | Maintenance |
| 564 | 39749 | 2018 | Ford | Interceptor | 214,509 | | Port Security |
| 617 | 43465 | 2021 | Ford | Interceptor | 145,801 | | Port Security |
| 616 | 43457 | 2021 | Ford | Interceptor | 131,784 | | Port Security |
| 292 | 19676 | 2001 | Bobcat | Skid Steer Loader | N/A | | Maintenance |

PORT CORPUS CHRISTI®

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of June 17, 2025

**DATE:** June 17, 2025

**TO:** Port Commission

**FROM:** Rosaura Bailey, Director of Community Relations

**Approve expenditure of $5,000 from the Promotion and Development Fund to support the City of Corpus Christi Mayor's Big Bang July 4th Celebration**

**SUMMARY:** The City of Corpus Christi has requested $5,000 from PCCA to support the City of Corpus Christi Mayor's Big Bang July 4th Celebration. PCCA will use Promotion and Development Funds to support the event.

**BACKGROUND:** Although this expenditure is within the CEO's approval authority, the P&D Policy states the P&D Fund shall not be used to pay or reduce operational or capital expenditures of any city or county. Therefore, this is an exception to the P&D Policy and requires Port Commission approval.

**ALTERNATIVES:** Decline this request for P&D funds.

**CONFORMITY TO PORT POLICY**: This project confirms Strategic Goal 2, Be a Good Business
and Community Partner.

**EMERGENCY:** No.

**FINANCIAL IMPACT:** Support for this event would require an expenditure from the P&D Fund in the amount of $5,000.

**STAFF RECOMMENDATION:** Staff recommends that the Port Commission approve an expenditure of $5,000 from the Promotion and Development Fund to support the City of Corpus Christi Mayor's Big Bang July 4th Celebration.

**DEPARTMENTAL CLEARANCES:**

| | |
|---|---|
| Origination Department | Rosaura Bailey |
| Legal | Dane Bruun |
| Senior Staff | Omar Garcia |
| CEO | Kent Britton |

PORT CORPUS CHRISTI

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of June 17, 2025

**DATE:** June 17, 2025

**TO:** Port Commission

**FROM:** Nelda Olivo – Director of Government Affairs
nelda@pocca.com
(361) 885-6113

**Approve a First Amendment to Consulting Services Contract with Cassidy & Associates Inc. to Increase Allowance for Reimbursable Expenses for 2025 from $2,000 to $7,000.**

**SUMMARY:** Staff requests approval of a first amendment to the Consulting Services Contract with Cassidy & Associates Inc. (Cassidy) to increase the allowance for reimbursable expenses for 2025 from $2,000 to $7,000.

**BACKGROUND:** Cassidy provides professional services at the federal level. They serve as a liaison to federal agencies and Congress. On December 10, 2024, the Port Commission approved a Consulting Services Contract with an "Estimated or Set Fee for Reimbursable Expenses" of $2,000. Staff requests that the expense allowance increase to $7,000 to cover Port-related travel for Cassidy.

**ALTERNATIVES:** Do not approve the contract amendment.

**CONFORMITY TO PORT POLICY:** This project conforms to Strategic Goal 2 – Be a good Business and Community Partner.

**EMERGENCY:** No.

**FINANCIAL IMPACT:** The amendment increases the reimbursable expenses by $5,000. PCCA will pay a maximum of $7,000 in reimbursable expenses for 2025.

**STAFF RECOMMENDATION:** Staff recommends the Port Commission approve the First Amendment to Consulting Services Contract with Cassidy & Associates Inc. to increase the allowance for reimbursable expenses for 2025 from $2,000 to $7,000.

**DEPARTMENTAL CLEARANCES:**

| | |
|---|---|
| Originating Department: | Government Affairs |
| Reviewed & Approved: | Procurement |
| Legal Reviewed by: | Dane Bruun |
| Executive Staff: | Omar Garcia |
| | Kent Britton |

**LIST OF SUPPORTING DOCUMENTS:**

First Amendment to 2025 Cassidy & Associates Consulting Services Contract

**AMENDMENT NO. 1**

**TO**

**CONSULTING SERVICES CONTRACT**

This Amendment No. 1 to Consulting Services Contract (the "***Amendment***") is made effective as of June 17, 2025("***Amendment Date***") by and between the Port of Corpus Christi Authority of Nueces County, Texas, a navigation district operating under Article XVI, Section 59 of the Texas Constitution ("***Authority***"), and Cassidy & Associates, Inc. (the "***Consultant***"). Authority and Consultant are sometimes individually referred to herein as a "***Party***" and collectively as the "***Parties***".

WHEREAS, Authority and Consultant entered into a Consulting Service Contract dated January 1, 2025 (the "***Agreement***"), under the terms of which the Consultant agreed to perform the services described in the Scope of Services attached to the Agreement as **Exhibit A**; and

WHEREAS, Authority and Consultant have agreed to increase the total amount payable to Consultant under the Agreement for estimated reimbursable travel expenses;

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

**A.** Section 7 of the Agreement is amended in its entirety to read as follows:

> **7. COMPENSATION:** The compensation to be paid Consultant for providing the Services shall be the compensation described in **Exhibit B-1** 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 **Two Hundred Thirty Thousand Dollars ($230,000.00)**. Consultant will obtain the written approval of Authority's Contract Representative relative to incurring travel and other direct costs before incurring such expenses.

**B.** **Exhibit B** to the Agremeent is deleted and replaced in its entirety with **Exhibit B-1** attached to this Aemdnemnt.

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

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

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

In Witness Whereof, the Parties have caused this Amendment to be executed by their duly authorized representatives effective for all purposes as of the 17th day of June 2025.

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

By: _____
Kent A. Britton
Chief Executive Officer

Date: _____

**CASSIDY & ASSOCIATES, INC.**

By: Barry D Rhoads
Barry D Rhoads (Jun 12, 2025 10:40 EDT)
Barry Rhoads
Chairman

Date: 06/12/2025

**Exhibit B-1**
**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 **$230,000.00**, without Authority's written approval. Services provided by Consultant will be billed as specified in this Exhibit B-1. 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.

**Total Fee for Services $223,000.00 payable as $18,583.34 per month for first 11 months and $18,583.26 for the final month**

**Estimated or Set Fee for Reimbursable Expenses (Travel, etc.): $7,000.00**

# 2025 Cassidy & Associates Inc Consulting Services Contract Amend No 1

Final Audit Report 2025-06-12

| | |
|---|---|
| Created: | 2025-06-11 |
| By: | Melinda Licon (melinda@pocca.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAs7BlFqOJkLMlvRxjeZFfReoNBkL5wnAY |

## "2025 Cassidy & Associates Inc Consulting Services Contract Amend No 1" History

Document created by Melinda Licon (melinda@pocca.com)
2025-06-11 - 10:39:40 PM GMT- IP address: 64.183.208.115

Document emailed to brhoads@cassidy.com for signature
2025-06-11 - 10:40:34 PM GMT

Email viewed by brhoads@cassidy.com
2025-06-12 - 2:40:08 PM GMT- IP address: 104.47.66.126

Signer brhoads@cassidy.com entered name at signing as Barry D Rhoads
2025-06-12 - 2:40:50 PM GMT- IP address: 96.95.42.105

Document e-signed by Barry D Rhoads (brhoads@cassidy.com)
Signature Date: 2025-06-12 - 2:40:52 PM GMT - Time Source: server- IP address: 96.95.42.105

Agreement completed.
2025-06-12 - 2:40:52 PM GMT

PORT CORPUS CHRISTI

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of June 17, 2025

**DATE:** June 17, 2025

**TO:** Port Commission

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

**Grant Ship Agent License to CV International, Inc. d/b/a Capes Shipping Agencies per Tariff Item 2.250.**

**SUMMARY:** Staff requests the Port Commission grant a ship agent license to CV International, Inc., d/b/a Capes Shipping Agencies.

**BACKGROUND:** On February 16, 2021, the Port Commission approved Tariff Item 2.250 requiring ship agents be licensed to uniform standards. The standards include proof of adequate insurance coverage, indemnity and payment bond requirements, and the ability to provide "prompt service" to vessels. Staff requests the Port Commission grant a ship agent license to the qualified applicant CV International, Inc., who has met the requirements of Tariff Item 2.250.

**ALTERNATIVES:** Do not grant ship agent license to the applicant.

**CONFORMITY TO PORT POLICY:** Supports Strategic Goal #2 – Be a Good Business + Community Partner. Strategic Goal #4 Cultivate the Workforce + Tools of the future.

**EMERGENCY:** No.

**FINANCIAL IMPACT:** No negative financial impact.

**STAFF RECOMMENDATION:** Staff recommends the Port Commission grant a ship agent license to CV International, Inc.

**DEPARTMENTAL CLEARANCES:**

| | |
|---|---|
| Originating Department | Harbormaster's Office |
| Reviewed & Approved | Russell Cordo |
| Legal Reviewed by | Dane Bruun |
| Executive Staff | Kent Britton |

**LIST OF SUPPORTING DOCUMENTS:**

None