**Notice of Port Commission meeting of the**
**Port of Corpus Christi Authority of Nueces County, Texas, on**
**Tuesday, July 21, 2026 at 9:00 AM**
**In the Nueces Room at the Solomon P. Ortiz International Center**
**402 Charles Zahn, Jr. Drive, Corpus Christi, Texas 78401**

*** 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 July 21, 2026. (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 7), 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 Nueces Room of the Solomon P. Ortiz International Center, 402 Charles Zahn, Jr. Drive, 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. **Invocation**

**5. Receive Conflict of Interest Affidavits**

**6. Minutes**

6.a Approve minutes of the June 16, 2026 meeting.
June 16 2026 Port Commission Meeting Minutes.pdf

**7. 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.*

**8. Committee Reports**

**9. Presentations**

9.a Presentation on the PCCA Internship Program
PCCA_Internship_Slides_Commission 07212026 final.pptx

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

10.a Award a Service Agreement to Ambrose Construction Ltd. for Indefinite Delivery / Indefinite Quantity (IDIQ) sandblasting and painting services in the amount of $950,000 for a term ending December 31, 2026, with the option to renew for up to two (2) additional one-year periods to be paid on a time and materials basis.
IDIQ Sandblasting and Painting - Memo.pdf
IDIQ Sandblasting and Painting - Agreement.pdf

10.b Award a construction contract to CCC Group Inc. in the amount of $1,689,859 for the Stroman Security Station Canopy Project to be paid on a lump sum basis.
Stroman Security Station Canopy - Memo.pdf
Stroman Security Station Canopy - Solicitation Results.pdf

10.c Approve a Subaward Agreement with Subrecipient Watco Companies, LLC, as part of the Port of Corpus Christi Authority's grant through the EPA Clean Ports Program, Award # 02F78201.
Watco_Subaward Agreement_CM.docx

10.d Authorize staff to apply for up to $3,687,500 through Department of Homeland Security FY2026 Port Security Grant Program for four PCCA Security projects.
PSGP26_Memo.docx
PSGP26_Presentation.pptx

10.e Approve Master Services Agreement No. 26-04 and Service Order No. 1 with Moffatt & Nichol, Inc. in the amount of $3,500,000 using standard hourly rates with a ceiling price for engineering design services associated with the Cargo Dock 9 and 10 Realignment Project.
MN CD9-10 - Jul26 - 1-Memo.docx
MN CD9-10 - Jul26 - 2-Exhibit.pdf

MN CD9-10 - Jul26 - 3-Contract.pdf

10.f Approve Master Services Agreement No. 26-02 and Service Order No. 1 with Hatch Associates Consultants, Inc. in the amount of $698,291 using standard hourly rates with a ceiling price for engineering design services associated with the Rincon West Security Lighting & Cameras Project.
Hatch_Rincon_Security_-_Jul26_-_1-Memo.docx
Hatch Rincon Security - Jul26 - 2-Exhibit.pdf
Hatch Rincon Security - Jul26 - 3-Contract.pdf

10.g Approve Task Order No. 8 with Callan Marine, Ltd., under Master Services Agreement No. 21-01 in an amount not to exceed $2,139,700, to be paid on a unit-cost basis, to perform maintenance dredging at PCCA-maintained Oil Docks 1, 2, 15, and 50, and the Plains Cactus 3 Dock.
Callan - 1 - Memo
Callan - 2 - Task Order
Callan - 3 - Exhibit

**11. 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.*

11.a Approve an amendment to the professional architectural/engineering services contract with Richter Associates Architects Inc. d/b/a Richter Architects in the amount of $298,285 using standard hourly rates with a ceiling price for additional design services associated with developing a phased construction approach for the Harbor Point Project, a maritime-themed, public destination to be constructed on PCCA-controlled property in the old Harbor Bridge right-of-way.
Harbor_Point_Richter_Jul26_-_1-Memo.docx
Harbor Point Richter July26 - 2-Exhibit.pdf
Harbor Point Richter Jul26 - 3-Amend.pdf

11.b Approve an amendment to Service Order No. 11 with Ardurra Group, Inc., under Master Services Agreement 22-01, in the amount of $95,700 using standard hourly rates with a ceiling price for additional asset management data acquisition services associated with the Oil Dock 7 Maintenance Project.
Ardurra_OD7_-_Jul26_-_1-Memo.docx
Ardurra OD7 - Jul26 - 2-Exhibit.pdf
Ardurra OD7 - Jul26 - 3-Amend.pdf

11.c Award three (3) Indefinite Deliverable/Indefinite Quantity (IDIQ) Contracts associated with demolition and site clearing projects to the following: 1) J.R. Ramon & Sons, Inc.; 2) Camacho Demolition, LLC; and 3) White Star Services, LLC, in a not to exceed net aggregate amount of $900,000 per year, each for a one-year period with the option to extend for up to two additional one-year periods, all based on negotiated unit rates.
IDIQ Demo - July26 - 1-Memo.docx

IDIQ Demo - July26 - 2-Summaries.pdf

11.d Approve Master Services Agreement No. 26-03 and Service Order No. 1 with Ardurra Group, Inc. in the amount of $391,742 using standard hourly rates with a ceiling price for engineering design services associated with the Oil Dock 10 Maintenance Project.
Ardurra_OD10_-_Jul26_-_1-Memo.docx
Ardurra OD10 - Jul26 - 2-Exhibit.pdf
Ardurra OD10 - Jul26 - 3-Contract.pdf

11.e Approve the renewal of Pipeline Easement Agreement with NuStar Logistics, L.P. for an 8-inch gas pipeline connecting two of Sunoco, LP., Corpus Christi North Beach Terminal locations, crossing Sigmor Road, Nueces County, Texas.
Nustar_Easement_Renewal_-_CM.docx
Nustar Pipeline Easement - Memo Exhibit Draft
NuStar Pipeline Easement - Agreement

11.f Approve a Right of Entry and License Agreement with the State of Texas acting through the General Land Office to access eight state owned tracts to conduct the Redfish Bay Seagrass Restoration Project, near Harbor Island, Nueces County, Texas.
Red Fish Bay Restoration Project - Memo
Red Fish Bay Restoration Project - Memo Exhibit
Red Fish Bay Restoration Project - Agreement

11.g Award a contract to JF Petroleum Group in the amount of $181,750 for the installation of a fuel monitoring system at various locations using government pricing from the Sourcewell Cooperative Program.
Fuel Management - Memo.pdf
Fuel Management - Quote.pdf

11.h Award Service Order No. 2 under Master Services Agreement No. 26-02 with Hatch Associates Consultants, Inc. in an amount of $144,128 using standard hourly rates with a ceiling price for engineering design services associated with the Avery Security Station and Canopy Project.
Avery Security Station and Canopy - Memo.pdf
Avery Security Station and Canopy - Service Order.pdf

**12. Chief Executive Officer's Comments**

12.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.

**13. 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 Open Meetings in parenthesis at the end of such matter, and (2) any other agenda item announced by the Chairman of the meeting. The Port Commissioners will deliberate the purchase, exchange, lease or value of real property in executive session only if deliberation in an open meeting would have a detrimental effect*

*on PCCA's position in negotiations with a third person.*

13.a Deliberate the acquisition, lease and value of real property in Nueces County. (§551.072)

13.b Receive legal advice from counsel regarding Project Partnership Agreement for the Corpus Christi Ship Channel Improvement Project. (§551.071)

**14. 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.a Approve a Lease Option Agreement with Vopak New Energies America, Inc. for approximately 42.54 acres located east of Oil Dock 14, on the north side of the Inner Harbor, Nueces County, Texas.

**15. Adjourn**

**OFFICIAL MINUTES OF PORT COMMISSION MEETING**
**JUNE 16, 2026**

The Port Commissioners of the Port of Corpus Christi Authority convened at the Solomon P. Ortiz International Center, 402 Charles Zahn, Jr. Drive, Corpus Christi, Texas, on Tuesday, June 16, 2026, at 9:00 a.m., for the regular monthly meeting of the Port Commission.

| | |
|---|---|
| **Present:** | Mr. Gabe Guerra |
| | Mr. Wes Hoskins |
| | Mr. Rajan Ahuja |
| | Mr. Mike Pedrotti |
| | Mr. Michael T. Hunter |
| | Ms. Amanda Torres |
| **Absent:** | Mr. Tony LaMantia |
| **Present:** | Mr. Kent Britton |
| | Ms. Cindy Bertolami |
| | Mr. Omar Garcia |
| | Mr. Kyle Hogan |
| | Mr. Jeff Pollack |
| | Ms. Brenda Reed |
| | Ms. Marisa Alaniz |
| | Mr. Bryce Bunting |
| | Mr. Noah Chavez |
| | Mr. Sam Esquivel |
| | Mr. Peggy Fonseca |
| | Ms. Natasha Fudge |
| | Ms. Sarah Garza |
| | Chief Eric Giannamore |
| | Ms. Mercedes Gonzalez |
| | Mr. Richard Hernandez |
| | Ms. Lisa Hinojosa |
| | Mr. Christopher Kissoon |
| | Mr. Dan Koesema |
| | Ms. Monique Lerma |
| | Mr. Brooks Lobingier, II |
| | Mr. Kyle Loney |
| | Mr. Tony MacDonald |
| | Mr. Gustavo Moeller |
| | Mr. Fernando Quintanilla |

Mr. Thomas Sandoval
Ms. Leah Solano
Mr. Jeff Starks
Asst. Chief Marvin Tamez
Mr. Daniel Villesca
Mr. Yudi Takizawa

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

Others Present: Mr. Xavier F. Valverde, Sr
G&H Towing
Mr. Marshall Val Pelt
First United Methodist Church
Mr. Robert Swize
Gulf Compress
Mr. Ian Sequeira
AECOM
Mr. Keith Smith
Gulf Compress
Captain Mike Kershaw
ACC
Mr. Aaron Bowman
CCREDC
Mr. Jeff Ely
Jacobs
Ms. Jayln Stineman
Del Mar College
Mr. Jason Foltyn
GFT
Mr. Bill T. Wilson II
City of Portland

1. **Meeting called to order**

2. **Safety briefing presented**

3. **Pledge of Allegiance recited**

4. **Invocation**

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

**6. Minutes**

**6.a. *Action*:** On motion made by Mr. Ahuja and seconded by Mr. Hunter, the Commission approved the minutes of the May 19, 2026 meeting.

**7. Public Comment:** None.

**8. Committee Reports**

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

**Long-Range Planning Committee:** Mr. Ahuja reported that no meeting was held since the last regular Commission Meeting.

**Agricultural Projects Committee:** Mr. Pedrotti reported that no meeting was held since the last regular Commission Meeting.

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

**9. Presentations**

**9.a.** The Commission received a presentation from Peggy Fonseca, Emergency Management Specialist, on the Port of Corpus Christi's Hurricane Readiness.

**9.b.** The Presentation on the PCCA Internship Program was postponed until the July Port Commission meeting.

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

**10.a. *Authorize staff to apply to the United States Department of Transportation (USDOT) Nationally Significant Multimodal Freight and Highways Projects (INFRA) for up to $75 million for the Inland Port - Rail Infrastructure Project*:** Staff recommended the Port Commission authorize staff to apply for the 2026 INFRA grant program for up to $80M for the Inland Port – Rail 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. Torres, the Commission approved staff's recommendation.

**10.b.** ***Award a construction contract Anderson Columbia Co., Inc. in the amount of $2,559,000 on a lump sum basis for the Bulk Materials Terminal Upland Improvements - Rail Bypass Project*:** Staff recommended the Port Commission award a construction contract to Anderson Columbia Co., Inc. in the amount of $2,559,000 for the Bulk Materials Terminal Upland Improvements – Rail Bypass Project.

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

**10.c.** ***Award a construction contract to Choctaw Construction Services, Inc. in the amount of $4,149,620 on a lump sum basis for the Southside Rail Improvements Project*:** Staff recommended the Port Commission award a construction contract to Choctaw Construction Services, Inc. in the amount of $4,149,620 for the Southside Rail Improvements Project.

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

**10.d.** ***Approve Amendment No. 3 to the Consulting Services Contract with David Miller & Associates in an amount not to exceed $3,061,351 to expand the scope of work to include 100% design services for shoreline improvements associated with the new Corpus Christi Ship Channel Turning Basin Project*:** Staff recommended the Port Commission approve Amendment No. 3 to the Consulting Services Contract with David Miller & Associates in an amount not to exceed $3,061,351 to expand the scope of work to include 100% design services for shoreline improvements associated with the new Corpus Christi Ship Channel Turning Basin Project.

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

**10.e.** ***Approve Third Amendment to the Second Amended and Restated Operating Rules of the Port Commission*:** Staff recommended the Port Commission approve the Third Amendment to the Second Amended and Restated Operating Rules of the Port Commission of the Port of Corpus Christi Authority of Nueces County, Texas.

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

**11. Consent Agenda:** Mr. Pedrotti moved to approve the Consent Agenda items by one vote (the "Consent Agenda Motion"), in accordance with the respective staff recommendations and agreements furnished to the Commission at the meeting. Mr. Hoskins seconded the motion and the motion passed without objection.

**11.a.** By approval of the Consent Agenda Motion, the Commission approved a Stevedore License for SSA Conventional Inc.

**11.b.** By approval of the Consent Agenda Motion, the Commission approved the First Amendment of Farm Lease Agreement with Jalufka Farms, a sole proprietorship, to add a 20.713-acre tract of land east of Robstown and extending the lease through August 17, 2027, in Nueces County, Texas.

**11.c.** By approval of the Consent Agenda Motion, the Commission approved a Lease Agreement with the Texas State Aquarium Association for approximately 6.2 acres to be used for visitor parking, located west of the Texas State Aquarium, north of the Main Turning Basin of the Corpus Christ Ship Channel, in Nueces County, Texas.

**11.d.** By approval of the Consent Agenda Motion, the Commission approved Master Services Agreement No. 26-01 and Service Order No. 1 with Collins Engineers, Inc. in an amount not to exceed $193,639, to be paid on a time and materials basis, for engineering services associated with underwater pre- and post-dredge inspections of docks in the PCCA's maintenance dredging program.

**11.e.** By approval of the Consent Agenda Motion, the Commission approved an amendment to Service Order No. 3 under Master Services Agreement No. 23-01 with Moffatt & Nichol in an amount not to exceed $181,600 using standard hourly rates with a ceiling price, to expand the scope of work to include design of an alternate levee configuration for improvements to the Industrial Beneficial Use Site.

**11.f.** By approval of the Consent Agenda Motion, the Commission approved a Professional Engineering Services Contract with Bath Group, LLC, in the amount of $197,925 using standard hourly rates with a ceiling price for engineering design services associated with the Al Speight Security Lighting & Cameras Project.

**11.g.** By approval of the Consent Agenda Motion, the Commission approved a purchase contract with Carahsoft Technology Corp. for a one-year renewal of the Port of Corpus Christi Authority's Salesforce software subscription in the amount of $119,281.

**11.h.** By approval of the Consent Agenda Motion, the Commission approved Service Order No. 2 with The Acceleration Agency in the amount of $57,000 for services to review and recommend changes to OPTICS, the Ports 3D Active Digital Twin, for FIPS 140-3 compliance per FBI CJIS Policy.

**11.i.** By approval of the Consent Agenda Motion, the Commission approved the expenditure of $5,000 from the Promotion and Development Fund to support the City of Corpus Christi Mayor's Big Bang July 4th Celebration.

**11.j.** By approval of the Consent Agenda Motion, the Commission approved a supplemental purchase order in the amount of $ 586,981 with Republic Services El Centro Landfill for disposal of waste generated during implementation of capital improvement projects.

**12. Chief Executive Officer Comments**

**12.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.

**13. Executive Session Agenda Items:** At 9:58 a.m., Chairman Guerra announced that the Commission would go into executive session pursuant to Sections 551.072 and 551.087 of the Texas Government Code to deliberate agenda Item 13.a. which was described in the agenda as follows:

**13.a.** Deliberate offering a financial or other incentive to a business prospect PCCA seeks to have locate in PCCA's territory and with whom PCCA is conducting economic development negotiations, and deliberate leasing PCCA real property to this business prospect (§551.087 and §551.072)

**14. Open Session Agenda Items for Post-Executive Session Action:** At 10:58 a.m., the Commission reconvened in Open Session.

**14.a.** ***Approve a Lease Option Agreement with DP World Americas RO, Inc. for approximately 128.8 acres of land on the southside of the Inner Harbor:***

***Action*:** On motion made by Mr. Hoskins and seconded by Mr. Ahuja, the Commission approved the Lease Option Agreement with DP World Americas RO, Inc.

**15. Adjournment:** On motion duly made and seconded, the meeting adjourned at 11:01 a.m.

# Port of Corpus Christi Internship Program

July 21, 2026

*Celebrating 10 Years of Workforce Development*

**Lorena Parada-Valdes| Organizational Development Manager**

PORT CORPUS CHRISTI®

# A Proven Investment in Talent

- Develops the next generation of Port and maritime professionals
- Strengthens our workforce pipeline
- Builds meaningful community and educational partnerships

PORT CORPUS CHRISTI®

**This program is not new – it is *established, sustained and successful.***

PORT CORPUS CHRISTI
NAVIG8
INTERNSHIP PROGRAM

# Educational Partnerships

TEXAS A&M UNIVERSITY CORPUS CHRISTI

DMC DEL MAR COLLEGE

TEXAS A&M UNIVERSITY KINGSVILLE

CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT CCISD Developing Hearts and Minds

ROCKPORT-FULTON ISD START HERE. GO ANYWHERE!

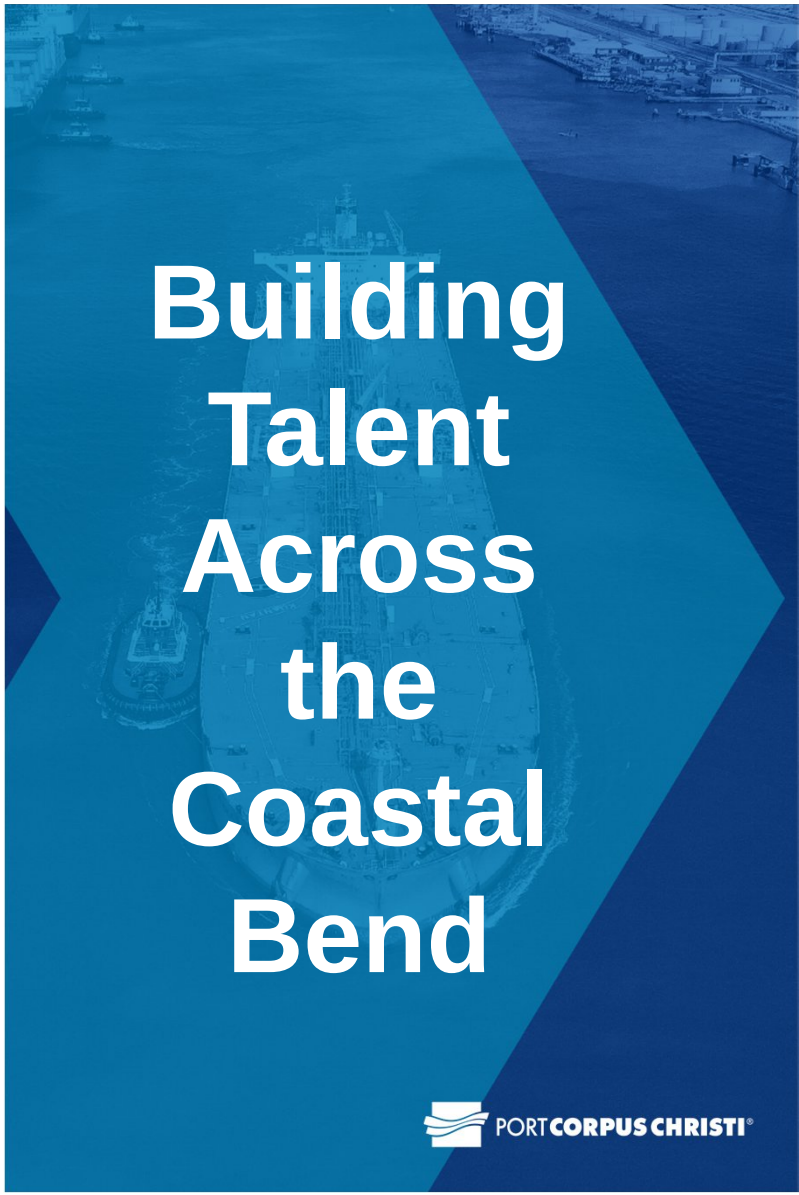
FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT FBISD INSPIRE. FOSTER. EMPOWER.

GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT

WorkEx Internships for Transitioning Service Members

YPCB YOUNG PROFESSIONALS OF THE COASTAL BEND

EDUCATION TO EMPLOYMENT PARTNERS



# Program Evolution: From Initiative to Institution – High School and Beyond

**Over the past 10 years, the program has evolved to include:**

- Structured internship orientations
- Formal recruiting and interview processes for student candidates
- Ongoing partnerships with educational institutions

***What began as an initiative is now a core talent strategy.***

PORT CORPUS CHRISTI®



**Alexander Halm**
Gregory-Portland High School
Human Resources Intern

**Emerging Professionals Internship Program**



**Dylan Beaber**
Collegiate High School
Information Technology Intern

**Building a Pipeline of Talent**

EDUCATION TO EMPLOYMENT PARTNERS



PORT CORPUS CHRISTI®




# Program Structure Today

## A Structured, High-Impact Experience

- Formal onboarding and orientation
- Real-world project assignments
- Exposure to Port operations
- Intern presentations and engagement events
- Mentorship and leadership interaction

PORT CORPUS CHRISTI

# Consistent Talent Pipeline

## Sustained Recruitment and Engagement

- Regular internship candidate interviews across multiple years
- Continued outreach and recruitment efforts, using interns as Ambassadors to connect with local students
- Integration with broader workforce and apprentice programs



# PCCA Intern Ambassadors In Action

**Connecting with students across our Coastal Bend communities**

















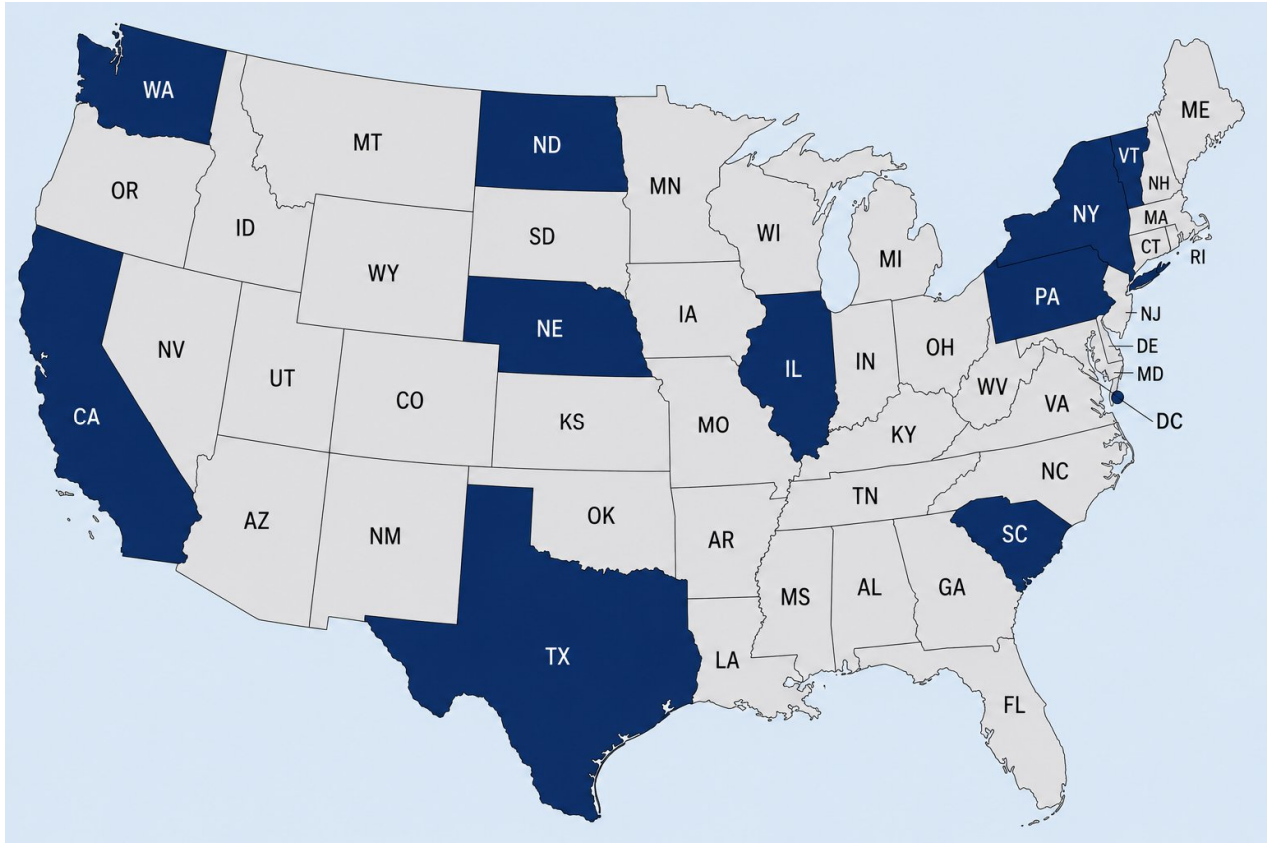







# ATTRACTING LOCAL AND NATIONAL TALENT

PCCA Internships have local and nationwide reach




PORT CORPUS CHRISTI®

# Organizational Impact

## Value to the Port

- Builds a pipeline for future employees
- Reduces recruitment costs and hiring risk
- Introduces innovative thinking and new perspectives
- Supports succession planning in key roles

***20+***

***INTERNS***

***converted to full-time employees since 2016***

# Community Impact

## Investing in the Coastal Bend

- Provides career pathways for local students
- Strengthens partnerships with schools and institutions
- Retains talent within the region
- Enhances the Port’s reputation as an employer of choice





# Alignment with Strategic Priorities

## Directly Supports PCCA Goals

- Workforce sustainability
- Succession planning
- Community engagement
- Leadership development and organizational culture




# Program Strengths

## Why It Has been Successful

- Strong HR leadership and program oversight
- Department engagement and mentorship
- Consistent recruitment and outreach
- Meaningful work assignments
- Executive visibility and support

PORT CORPUS CHRISTI

# Continuous Growth: From Apprenticeships to Full-Time Vocational Careers

## Expanding the Model

- **Integration with apprentice and workforce development programs**
- **Increased alignment with technical and career trade pathways**
- **Exploration of new partnerships and pipelines**






PORT CORPUS CHRISTI®

# WorkEx Internship Program

## Military Career Transition and Hands-On Experience

WELCOME
SPRING 2023
WORKEX
INTERN

Victor is our first intern from the WorkEx Internship Program, which provides eligible active duty military service members with hands-on work experience and learning opportunities as they transition into the civilian workforce.

Victor will report to Tom Mylett, Director of Marine Assets. He previously worked as a Wheeled Vehicle Mechanic for the U.S. Army.



**VICTOR RODRIGUEZ**
**MARINE ASSETS INTERN**
START DATE: DECEMBER 22, 2023

WELCOME
SPRING 2024
WORKEX
INTERN

Jason is an intern with the WorkEx Internship Program, which provides eligible active duty military service members with hands-on work experience and learning opportunities as they transition into the civilian workforce.

Jason will report to John Rice, Manager of Marine Assets. He previously worked as a Ship Operations Advisor and Coast Guard Station Manager for the Coast Guard Sector.



**JASON CROSS**
**MARINE ASSETS INTERN**
START DATE: MARCH 4, 2024

# TAMUK Engineering Practicum

**Sourcing Key Professions Through Learning and Growth**

- Practicum students work 40 hours a week
- Creating opportunities for engineering students to gain relevant experience
- Engineering, Channel Infrastructure and Environmental Department

TEXAS A&M UNIVERSITY KINGSVILLE®

PORT CORPUS CHRISTI®




# Looking Ahead

## Next Phase of the Program

- Expand internship cohort size
- Strengthen conversion to full-time hires
- Enhance formal curriculum and learning tracks
- Continue building early talent pipeline
- Utilize job-shadowing program as part of the Port’s strategy of serving as a learning institution

PORT CORPUS CHRISTI®

# PCCA Job Shadowing Program

## Building Ambassadors in Our Community

- PCCA – a learning institution for the Coastal Bend community
- Community members are immersed in Port operations and career pathways
- As PCCA Ambassadors, they help us grow our talent pipeline








PORT CORPUS CHRISTI®

# A Decade of Success – And Just Getting Started

## The Port's Internship Program:



Is a proven, sustainable workforce strategy

Delivers value to the organization and community

Positions PCCA for long-term talent success

Grows and retains our local talent

PORT CORPUS CHRISTI®

# The Port of Corpus Christi



Investing in People



Strengthening the Port



Securing the Future

PORT CORPUS CHRISTI®

# WELCOME SUMMER 2026 INTERNS



**Kara Johnson**
Asset Management Intern
Texas A&M University - College Station
Public Service and Administration



**Carissa Hernandez**
Asset Management Intern
University of Arkansas
Business Administration



**Mattson Mahaffey**
Commercial and Business Development
University of Texas at Austin
Business Studies



**Jonathan Tindall**
Commercial and Business Development
University of Dallas
Business



**Britney Hernandez**
Commercial and Business Development
Texas A&M University - Kingsville
Accounting



**Amaris Martinez Guedry**
Communications Intern
Texas A&M University - Corpus Christi
Communications



**Madison Liska**
Communications Intern
Texas A&M University - College Station
Communications



**Nicholas Hastings**
Compliance and Assurance Intern
Texas A&M University - Corpus Christi
Finance

PORT CORPUS CHRISTI®

# WELCOME SUMMER 2026 INTERNS



**Leah Solano**
Engineering Intern
Lamar University
Civil Engineering



**Clinton Harris**
Engineering Intern
Texas Tech University
Civil Engineering



**Nicolas Talavera**
Environmental Intern
University of Texas at Austin
Sustainability Studies



**Eduardo Hernandez**
Government Affairs Intern
University of Texas at Austin
Advertising



**Waylon Patterson**
Government Affairs Intern
Texas A&M University - College Station
International Affairs



**Reagan Norquist**
Human Resources Intern
Del Mar College
Organizational Management & Leadership



**Christopher Kissoon**
IT (Cybersecurity) Intern
Del Mar College
Network Administration & Information Security



**Ronit Verma**
IT (Business Systems) Intern
University of Texas at Austin
Business Administration

PORT CORPUS CHRISTI®

# WELCOME SUMMER 2026 INTERNS



**Ivy Landreth**
Operations Intern
Texas A&M University - College Station
Industrial Distribution Engineering



**Joel Benavides**
Operations Intern
Texas A&M University - Kingsville
Mechanical Engineering

# WELCOME SUMMER 2026 CAREER AND TECHNICAL EDUCATION (CTE) HIGHSCHOOL INTERNS



**Tristan Davidson**
Real Estate (Culinary) Intern
Rockport - Fulton High School
Culinary



**Marivel Recio**
Marine Assets Intern
Foy H Moody High School
Maritime Studies



**Thomas Jaggard**
Marine Assets Intern
Rockport - Fulton High School
Maritime Studies

PORT CORPUS CHRISTI®

# WELCOME SUMMER 2026
# ENGINEERING PRACTICUM STUDENTS



**Sebastian Zepeda**
Channel Infrastructure
Texas A&M University - Kingsville
Civil Engineering



**Nayeli Perez**
Engineering
Texas A&M University - Kingsville
Civil Engineering



**Noah Chavez**
Engineering
Texas A&M University - Kingsville
Architectural Engineering



**Jesus Cantu**
Engineering
Texas A&M University - Kingsville
Civil Engineering



**Carlos Ruiz**
Engineering
Texas A&M University - Kingsville
Industrial Engineering



**Merari Castillo**
Environmental
Texas A&M University - Kingsville
Environmental Engineering



**Jacklyn Reyna**
Environmental
Texas A&M University - Kingsville
Environmental Engineering

TEXAS A&M UNIVERSITY KINGSVILLE®

PORT CORPUS CHRISTI®



# Thank you

PORT CORPUS CHRISTI®

PORT CORPUS CHRISTI®

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 21, 2026

**DATE:** July 21, 2026

**TO:** Port Commission

**FROM:** Tony Macdonald
Director of Operations
tmacdonald@pocca.com
361-885-6156

**ANTICIPATED STAFF PRESENTER:** Marisa Alaniz, P.E.
Operations Engineering Manager

**Award a Service Agreement to Ambrose Construction Ltd. for Indefinite Delivery / Indefinite Quantity (IDIQ) sandblasting and painting services in the amount of $950,000 for a term ending December 31, 2026, with the option to renew for up to two (2) additional one-year periods to be paid on a time and materials basis.**

## SUMMARY:

Staff requests the award of a Service Agreement to Ambrose Construction Ltd. (Ambrose) for Indefinite Delivery / Indefinite Quantity (IDIQ) sandblasting and painting services in the amount of $950,000 for a term ending December 31, 2026, with the option to renew for up to two (2) additional one-year periods to be paid on a time and materials basis. Contract renewals shall not exceed $250,000 for each renewal period.

## BACKGROUND:

PCCA staff in the Maintenance, Bulk Terminal, Operations and Engineering Departments are responsible for maintaining all facilities and properties in a timely manner. An IDIQ sandblasting and painting service contract with pre-negotiated rates will provide value to PCCA by having resources readily available to perform services during planned maintenance periods and will allow capacity for additional services as they arise. This agreement reduces time bidding individual sandblasting and painting activities and increases efficiency during dock and equipment outages by having a contractor under contract and ready to provide services when needed.

Sandblasting and painting services are needed to extend the service life of equipment, pipelines, facilities, etc. at various locations across the PCCA. Staff planned and budgeted for three sandblasting and painting projects for 2026, including BD1 crane

painting, IDIQ Painting for BMT, and IDIQ Painting Port Wide. These project scopes were combined in a single Request for Proposals (RFP) for IDIQ sandblasting and painting services to establish set rates for sandblasting and painting services with a total budget of $950,000. Work is assigned by work order to the awarded contractor with a specified scope of work and the contractor provides a not-to-exceed cost to complete the work based on the established time and materials rates.

On May 8, 2026, PCCA received six proposals in response to the RFP. An evaluation committee reviewed the proposals and selected Ambrose as the best and most qualified proposer. The RFP included 4 draft work orders (WO) to assist with proposal evaluation, with the intent to issue those WO after finalizing the scope and time and materials estimates. Estimates for the draft WO are as follows:

- Draft WO 1 – BD1 Crane - $400,096
- Draft WO 2 – BMT conveyor - $321,485
- Draft WO 3 – BD3 equipment and piping - $26,338
- Draft WO 4 – Avery and OD12 Firewater Piping - $50,550

This leaves approximately $151,531 for additional sandblasting and painting services to be assigned, if needed, during the Initial Term.

**ALTERNATIVES:**

Reject proposals and re-bid each budgeted project separately with defined scope to receive a lump sum bid price to complete the work.

**CONFORMITY TO PORT PROCUREMENT POLICY:**

Ambrose was selected in conformance with PCCA's Procurement Policy using the Request for Proposals procurement method. A total of 48 companies downloaded the solicitation and 6 companies submitted a proposal.

**STRATEGIC ALIGNMENT:**

This project conforms to the PCCA's Strategic Plan 2029 Strategic Goal #3 – Provide Facilities + Services to Meet Customer Needs.

**FINANCIAL IMPACT:**

Maintenance funds were included and approved in the 2026 budget. This will allow for protection of existing equipment and infrastructure, prevent reducing equipment service life to due corrosion, and premature equipment replacement.

**STAFF RECOMMENDATION:**

Staff recommends the Port Commission award the Service Agreement to Ambrose Construction Ltd. for Indefinite Delivery / Indefinite Quantity (IDIQ) sandblasting and

painting services in the amount of $950,000 for a term ending December 31, 2026. Staff further recommends that the Port Commission authorize the Chief Executive Office to renew the Service Agreement for up to two (2) additional one-year periods in an amount not to exceed $250,000 per each renewal period.

## DEPARTMENTAL CLEARANCES:

| | |
|---|---|
| Originating Department | Operations |
| Reviewed & Approved | Tony MacDondald |
| | Melinda Licon |
| Legal | Dane Bruun |
| Executive Staff | Kyle Hogan |

## LIST OF SUPPORTING DOCUMENTS:

Services Agreement

# SERVICE AGREEMENT

**THIS SERVICE AGREEMENT** (the "Agreement") is made and entered into effective as of the 21st day of July 2026, (the "Effective Date") by and between the Port of Corpus Christi Authority of Nueces County, Texas ("Authority"), and Ambrose Construction Ltd ("Contractor"). The Authority and Contractor are sometimes collectively referred to herein as the "Parties" and individually as a "Party".

**WITNESSETH:**

WHEREAS, the Authority wishes to engage Contractor to provide sandblasting and painting services at various properties and facilities of the Authority in accordance with the terms of this Agreement; and

WHEREAS, this Agreement sets forth the general terms and conditions which shall apply to all Work 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:

**1. AGREEMENT:** Authority hereby engages the Contractor and the Contractor hereby accepts its engagement for the purpose of providing to Authority sandblasting and painting services (the "Services") as are generally described in the "Scope of Services" set forth in Exhibit A to this Agreement which is incorporated herein by reference.

**2. PERIOD OF SERVICE**: Services pursuant to this Agreement will be required on an irregular and as needed basis during the term of this Agreement and Authority has not made nor does it make any representation of any kind or guarantee regarding the amount of Services Authority will require from Contractor under this Agreement.

During the term of this Agreement, Authority may request that Contractor perform certain tasks described in Exhibit A, subject to the issuance by Authority of a Work Order, a sample of which is attached hereto as Exhibit B. Multiple Work Orders may be issued during the term of this Agreement. All Work Orders must be in writing, signed by an authorized representative of Authority and Contractor, and include, if not described in this Agreement, a Scope of Services, a Basis of Payment, a list of services to be performed by Contractor, a time schedule, a list of materials, if any, and such other information or special conditions as may be necessary for the Services required. Each fully executed Work Order shall become an attachment to this Agreement, and this Agreement with any attached Work Orders thereafter will be referred to as the "Agreement." Nothing, however, contained herein constitutes a representation or a guarantee that Authority will issue any Work Orders to Contractor.

The term of this Agreement shall begin on the Effective Date and end on December 31. 2026 ("Initial Term"), unless earlier terminated as provided herein; provided, however, the

Authority may extend the Agreement for up to two (2) additional one-year periods under the same terms and conditions (each a "Renewal Term"). Time is of the essence in performance of this Agreement. There will be no obligation established between Authority and the Contractor until Authority provides the Contractor a fully executed Agreement and the Authority receives the appropriate Certificates of Insurance and other documentation as may be required herein. The term of this Agreement ("Term") shall begin on the Effective Date and shall end on the first to occur of the following: (1) expiration of the Initial Term, or the first or second Renewal Term if the Agreement is extended by Authority, (2) the date on which, in the opinion of Authority, all of the Services have been rendered, or (3) the date on which this Agreement is terminated by the Authority in accordance with the terms of this Agreement.

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

Marisa Alaniz
Operations Engineering Manager
Port of Corpus Christi Authority
400 Charles Zahn, Jr. Drive
Corpus Christi, Texas 78401
E-mail: malaniz@pocca.com

Authority may change the Contract Representative at any time by giving the Contractor written notice of such change.

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

If to the Authority:
Kent A. Britton
Chief Executive Officer
Port of Corpus Christi Authority
400 Charles Zahn, Jr. Drive
Corpus Christi, Texas 78401
E-mail: kbritton@pocca.com

If to the Contractor:
Will Klutt
Partner/Owner
Ambrose Construction Ltd.
15041 Northwest Boulevard
Corpus Christi, TX 78410
E-mail: will@ambroseconcrete.com

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

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

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

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

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

6.3 The Contractor will comply with all federal, state, and local laws, regulations, ordinances, requirements and codes which are applicable to the Services;

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

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

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

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

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

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

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

**7. COMPENSATION:** The compensation to be paid Contractor for providing the Services shall be the compensation described in Exhibit C attached hereto, which is incorporated herein by reference; provided, however, the total amount paid to Contractor for the Services (including reimbursable expenses and other direct costs) during the Initial Term shall not exceed **Nine Hundred Fifty Thousand and 0/100 Dollars ($950,000)**. Contractor will obtain the written approval of Authority's Contract Representative relative to incurring reimbursable expenses and other direct costs before incurring such expenses. The total amount paid to Contractor for the Services (including reimbursable expenses and other direct costs) during each Renewal Term, if exercised by Authority, shall not exceed **Two Hundred Fifty Thousand and 0/100 Dollars ($250,000)**.

**8. INVOICE PROCEDURE AND PAYMENT:** Contractor shall submit invoices monthly to the Authority for work performed during the preceding calendar month for each Work Order. Such invoices shall be due and payable by Authority on or before thirty (30) days from receipt by Authority. Monthly compensation will be for the Services actually performed during the billing period, invoiced in accordance with the Fee Schedule included in Exhibit C. Invoices shall also describe any preapproved direct costs. Contractor will provide sufficient detail with each invoice to substantiate the requested amount of monthly payment. At the Authority's request, Contractor will provide additional backup such as invoices for materials and subcontracted service or other documentation sufficient to establish the accuracy of the invoices.

**9. DISCLOSURE OF INTERESTED PARTITES:** Contractor will comply with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas Ethics Commission Rules by preparing a Texas Form 1295, "Certificate of Interested Parties" and submitting the signed form to Authority at the time Contractor submits the signed Agreement to Authority. This provision applies only to contracts approved by the Port of Corpus Christi Authority Port Commission.

**10. ASSIGNMENT:** Neither Authority nor Contractor will assign or transfer its interest in this Agreement without the written consent of the other.

**11. STAFFING:** Contractor will designate in writing to Authority its representative, and the manner in which it will provide staff support for the Agreement, which must be approved by Authority. Contractor must notify Authority's Contract Representative of any change in personnel assigned to perform work under this Agreement, and the Authority's Contract Representative has the right to reject the person or persons assigned to fill the position or positions. The Authority's

Contract Representative shall also have the right to require the removal of the Contractor's previously assigned personnel, including Contractor's representative, provided sufficient cause for such removal exists. The criteria for requesting removal of an individual will be based on, but not limited to, the following: technical incompetence, inability to meet the position's qualifications, failure to perform, poor attendance, ethics violation, unsafe work habits, or damage to Authority or other property. Upon notice for removal, Contractor shall replace such personnel with personnel substantially equal in ability and qualifications for the positions and shall submit the proposed replacement personnel qualification and abilities to the Authority, in writing, for approval.

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

**13. SEVERABILITY and WAIVER**: 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. 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 Agreement 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.

**14. GOVERNING LAW**: This Agreement 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 Agreement shall lie in Nueces County, Texas.

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

**16. SECTION 2271.002, TEXAS GOVERNMENT CODE:** To the extent required by Section 2271.002 of the Texas Government Code, Contractor represents that Contractor does not boycott Israel and will not boycott Israel through the term of this Agreement**.** For purposes of this representation, "boycott Israel" means refusing to deal with, terminating business activities with,

or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**17. SECTION 2274.002, TEXAS GOVERNMENT CODE:** To the extent required by Section 2274.002 of the Texas Government Code, Contractor represents that: (1) Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) Contractor will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

**18. SECTION 2276, TEXAS GOVERNMENT CODE:** To the extent required by Section 2276.002 of the Texas Government Code, Contractor represents that: (1) Contractor does not boycott energy companies; and (2) Contractor will not boycott energy companies during the term of this Agreement.

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

**20. ENTIRETY OF CONTRACT:** This writing embodies the entire Agreement 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 Agreement shall be valid unless made in writing and signed by both Parties hereto.

**21. EXHIBITS:** The following exhibits are attached hereto and apply to each Work Order issued under the Agreement:

21.1 **Scope of Services:** The Contractor's scope of services is attached as Exhibit A.

21.2 **Form of Work Order:** The form of Work Order is attached as Exhibit B and shall be used as the basis for preparing a specific Work Order for each project under this Agreement.

21.3 **Rate Sheet:** Contractor's unit prices are listed in Exhibit C and shall be used as the basis for preparing a specific Work Order for each project under this Agreement.

21.4 **General Conditions:** Authority's General Conditions are attached as Exhibit D and apply to each Work Order issued under this Agreement.

21.5 **Special Conditions:** Authority's Special Conditions are attached as Exhibit E and apply to each Work Order issued under this Agreement.

21.6 **Technical Specifications:** Authority's Technical Specifications are attached as Exhibit F and apply to each Work Order issued under this Agreement.

21.7 **Change Order:** Authority and Contractor shall use the Change Order form attached as Exhibit G during a project to modify a Work Order.

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

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

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

**By:** _____
Name: Kent A. Britton
Title: Chief Executive Officer
Date: _____

"Authority"

**Ambrose Construction Ltd.**

**By:** _____
Name: Will Klutt
Title: Partner/Owner
Date: _____

**"**Contractor"

## EXHIBIT A

## SCOPE OF SERVICES

The Contractor will perform the following sandblasting and painting services in accordance with the terms and conditions of this Agreement on an as-needed basis. The work includes sandblasting and painting of Authority-owned equipment, parts, and components. Work will be assigned by Work Order. All materials provided and services performed shall be in accordance with the drawings, standards, details and specifications included in this Agreement and each Work Order, as well as all applicable local, state, and federal regulations, and OSHA regulations.

Work may include sandblasting and painting of equipment in place (on Authority property), such as sections of conveyor systems, portions of the shiploader, pipelines, above ground appurtenances, or sandblasting and painting of parts and equipment to be transported to locations off of Authority property to complete the service. The surface of the areas to be painted shall be prepared and painted as specified in the specifications. Contractor shall furnish all labor, equipment supervision, equipment, tools, materials, supplies, and transportation necessary to complete the scope of work issued by each Work Order in accordance with the specifications and subject to the terms and conditions of this Agreement.

Personnel comprising Contractor's painting crew will be approved by Authority on a per job basis. A typical blasting/painting crew for this work will consist of three (3) individuals; however, there will be occasions when a larger crew will be necessary in order to complete a Work Order within a limited time period.

### MINIMUM QUALIFICATIONS

A. Contractor must hold and retain all applicable licenses and permits necessary to perform all services identified in this Agreement.

B. Contractor personnel must be experienced in the following areas:

1. Surface preparation and painting per standards developed by the Steel Structures Painting Council (SSPC).

2. OSHA regulations and operating plant safety requirements.

3. Sandblasting and painting from erected scaffolding or hanging platforms.

4. Protection of operating equipment while sandblasting and painting.

5. Painting with epoxies and multi-coat systems.

6. Quality control of maintenance painting programs.

C. Contractor must supply all vehicles, tools and consumables to complete the work.

D. Contractor's foreman must have three (3) years of painting experience and be a competent individual with ability to lead and direct paint crew in the execution of the assigned work. Foreman must be knowledgeable in OSHA rules and safety requirements applicable to the type(s) of work performed. Foreman must be able to communicate with Authority concerning scheduling and performance of work. Also, Foreman must be on-site and capable of being reached at all times during the execution of work.

E. Contractor's Skilled Sandblasters/Painters must be competent individuals with a minimum of three (3) years of experience performing sandblasting and painting operations in an industrial setting. Must be knowledgeable in operating sandblasting and painting equipment and familiar with OSHA rules and safety requirements applicable to the type(s) of work performed.

F. Contractor's Helpers/Laborers must be competent individuals with general knowledge of industrial construction activities and familiar with OSHA rules and safety requirements applicable to the type(s) of work performed.

G. All services must be performed by or under the direction of a person qualified or licensed as specified and any other local, state and federal laws, regulations and guidelines that apply to the type of services being performed.

**ACCESS TO PORT AUTHORITY PROPERTY**

Contractor, contractor's subcontractors and contractor's employees must either have a TWIC (Transportation Worker Identification Credential) or an authorized escort prior to entering Authority secure/restricted sites as specified for secure or restricted areas in technical specification Section 01 14 13, "Access to Port Authority Property". Contractor is responsible for following all access requirements in the specification. All Contractor, contractor's subcontractors and contractor's employees shall provide personal information for screening (vetting) purposes prior to any work performed on Authority property. Authority will not provide an escort for site access after the contract is awarded.

**LABOR AND EQUIPMENT**

A. Labor rates are inclusive of all labor, supervision, small tools, personal safety equipment, consumables and other supplies (including gloves, brushes, drop cloths, etc.) to perform the work required in accordance with this Agreement. Labor time will be paid only when working on site or in Contractor's yard (for approved off-site work only). Contractor will not be compensated for daily travel by Contractor's personnel/painting crew(s) to or from the project site. The Contractor's employees shall inform Authority's Project Manager upon site arrival and departure for time verification on timesheets.

B. Equipment rates are inclusive of all ownership costs (depreciation, insurance, taxes, storage, etc.) and operating expenses (fuel, lubricants, filters, tires, tracks, maintenance, repairs, etc.).

C. Daily timesheets shall be prepared by the Contractor with the date, hours worked, and activities performed. Daily Painting & Blasting Recordkeeping form (see specification 01 35 43.19) must also be submitted with timesheets, documenting all materials used each day. Time sheets and painting and blasting recordkeeping form must be submitted to Authority's Project Manager at the end of every work week during an open Work Order.

D. Any preparation work required prior to blasting and painting operations must be performed by a Helper/Laborer crew member. This work may include, but is not be limited to, removing/relocating materials, equipment, machinery components to access work; cleaning, shoveling, and sweeping to maintain good housekeeping and provide a suitable work area; setting up and tearing down environmental containment or other required pollution prevention controls; and any other work that does not require specialized training or actual blasting and painting skill set.

E. Standard Hours for the purposes of this Agreement are defined as Monday through Friday from 7:00 a.m. to 5:30 p.m. All standard hours will be paid at the standard specified rate, regardless of the total hours worked during the week. Non-Standard Hours are those before 7:00 a.m. or after 5:30 p.m. and at any time on Saturday or Sunday. Work performed during Non-Standard Hours shall be approved by Authority prior to commencing work and shall be paid at Standard Hour rates if not approved.

F. Payment for overtime work (Non-Standard Hours) will be approved only with prior written authorization from Authority's Contract Representative.

**MATERIAL COSTS**

A. The cost of materials (paint and sandblasting media) shall be based on the Contractor's wholesale price from the supply house plus a 5% mark-up. In order to receive payment for materials, a copy of all material purchase receipts must be included with the Contractor's invoice and shall clearly show the date of purchase, manufacturer's part number, description, and supply house cost.

B. The cost of rental equipment (scaffolding, manlifts, cranes, etc.) shall be based on the actual rental price plus a 5% mark-up. Rental equipment used in place of Contractor equipment through no fault of Authority shall be paid at whichever rate is lower. In order to receive payment for rental equipment, a copy of all equipment rental receipts must be included with the Contractor's invoice and shall clearly show the date range of rental, equipment description, rental rates, and incidental rental costs (i.e. fuel).

C. Sales tax is not allowed and will not be paid for by Authority. Sales tax will be deducted from the invoice amount if included on material purchase receipts or equipment rental receipts.

D. Reimbursement costs for materials and rental equipment are subject to the mutually agreed upon not to exceed amount per Work Order. Small tools, safety equipment, and consumable costs shall not be included in reimbursable costs and should be included in personnel labor rates.

E. Should the Contractor use materials that are not specified, the Contractor will remove and use the original specified materials at no additional cost to Authority.

F. Authority reserves the right to provide any materials or equipment for the Contractor's use. The Contractor shall not charge for materials provided by Authority, nor a mark-up fee for Authority-furnished materials.

**WORK ORDER COST ESTIMATES**

A. Contractor shall provide written, "not to exceed" estimates on all Work Orders prior to execution. Estimates shall include:

1. Total labor cost with a breakdown showing the description of the labor services, number of hours (quantity) for each type of employee, their hourly rates (per Exhibit C), and the extended cost for each labor service.

2. Total Contractor owned equipment costs with a breakdown showing the equipment description, duration of use (quantity), equipment rate (per Exhibit C), and the extended cost for each equipment type.

3. Total rental equipment costs with a breakdown of showing the equipment description, rental duration. rental rate, cost and cost plus a 5% markup.

4. Total material costs with a breakdown of all materials to be used, quantities, cost and cost plus a 5% markup.

5. Total number of calendar days required to complete the work.

B. It is the Contractor's responsibility to ensure it has all information to prepare accurate estimates. Contractor may schedule site visits as needed to gather required information to perform accurate estimates for each Work Order. It is the Contractor's responsibility to contact Authority Contract Representative to schedule timely site visits.

C. Work shall only be performed with Authority's written authorization by issuance of an executed Work Order signed by Contractor and Authority. Changes in scope are only permitted by an executed Change Order signed by Contractor and Authority.

D. It is Authority's intent to get the best quality work at a competitive price. If, in Authority's opinion, an estimate seems unreasonable, Authority will inform the Contractor. If an agreement on a competitive price cannot be reached, Authority reserves the right to not issue the work to the Contractor and to engage another vendor to complete the work.

**COMPENSATION**

Authority does not guarantee any minimum or maximum quantities of services or Work Orders, any range of quantities, or the exact quantities for each class of services to be performed under this Agreement.

Upon completion of the scope of work included in an executed Work Order, Contractor shall send an invoice for the completed work to the Authority's Project Manager for review. Invoices shall include timesheets for each employee and equipment with the actual number of hours worked to complete the Work Order. Travel time to and from the project site shall not be reimbursed. Invoices shall also include a copy of all material purchase receipts that clearly show the date of purchase, manufacturer's part number, description, and supply house cost. Copies of all rental equipment receipts with equipment type and operating specification (i.e. 50 ton crane), rental duration, operating expenses, etc. must also be included with invoices. The maximum allowable markup for materials is 5%. Additionally, Contractor must submit completed Daily Painting & Blasting Recordkeeping forms with all invoices. Invoices shall be for the actual hours worked and material costs used to complete the work, or the "not to exceed" amount for the Work Order, whichever is less. Invoices shall not exceed the contractor's "not to exceed" estimate or the revised estimate if the scope of work is amended by Change Order.

All revisions to the scope of work made after a Work Order is issued must be documented by Change Order using the form attached hereto as Exhibit G. Any work performed that is not in an approved Work Order or approved Change Order shall be at the expense of the Contractor.

**DESIGNATED REPRESENTATIVES AUTHORIZED TO DISPATCH WORK**

Authority's Authorized Representative for purposes of this Agreement shall be the PCCA Project Manager as identified in the Special Conditions. All work to be completed under this project shall be issued by executed (signed by both parties) Work Order. Work Orders are to be issued prior to the commencement of work. Contractor shall not perform any work requested outside of the issued Work Order, and any unauthorized work performed shall be at the expense of the Contractor.

**ISSUANCE OF WORK ORDERS**

A. Authority will send a request for estimate (draft Work Order) to the Contractor. The estimate shall be provided on the draft Work Order that includes the scope, estimated quantities and anticipated start date, via email, to the Contractor.

B. Contractor shall acknowledge the request for estimate for work within two (2) working days and provide written estimates within five (5) working days.

C. If needed, Contractor shall request a site visit, and the Contractor and Authority shall meet on-site to review the scope, confirm quantities and establish a duration for the completion of the work. The Contractor shall return the Work Order with the Contractor's proposed

total not-to-exceed price and duration. Material SDSs must accompany Work Orders for PCCA approval of materials prior to executing Work Orders.

D. If Authority accepts the total not-to-exceed price and duration, Authority shall send the Work Order via Adobe Sign to the Contractor for signature.

E. Authority will then sign the Work Order and forward the executed Work Order to the Contractor.

F. Contractor will perform the work in accordance with the Work Order, plans and specifications of the Agreement.

G. Contractor will schedule a walk though for the completed work for the Work Order.

H. Authority will provide a list of punch list items for the Contractor to address prior to acceptance of the work.

I. Contractor will address all punch list items and schedule another walkthrough.

J. Upon Authority acceptance of the work, Contractor shall send Authority as-builts and an invoice including timesheets, supplier invoices and Daily Painting & Blasting Recordkeeping Forms.

**EXECUTION OF WORK**

A. Contractor shall take all necessary precautions to protect any adjoining surfaces and equipment from overspray and/or damage incurred during operations. All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or overspray at all times by the Contractor and the Contractor shall be held responsible for any damage or overspray to property caused by Contractor's operations on the property.

B. If the Contactor needs to turn off power to equipment to be worked on, Contractor shall notify Authority's Project Manager. Authority shall be responsible for shutting off and turning on power. Contractor shall verify power is off prior to commencing work.

C. Work shall conform to all existing governing authorities, codes and regulations. The work must be accomplished with professional methods, standards of the trade, and per contract specifications.

D. Contractor is responsible for the provision of adequate and proper safety precautions for Contractor's employees, subcontractors, and all persons in or around the work area, including providing appropriate personal protective equipment (PPE). OSHA rules and regulations shall be followed at all times by the Contractor.

E. Contractor shall provide proper supervision during all working hours and shall keep a clean and orderly working site.

F. Upon completion of the work and before acceptance and final payment is made, the Contractor shall clean and remove from the premises all surplus and discarded materials, rubbish and temporary structures, and shall restore in an acceptable manner all property, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition.

G. Contractor shall schedule periodic cleaning to keep the worksite and adjacent properties free from accumulations of waste materials, rubbish, and debris resulting from work.

H. Authority reserves the right to question any job when the hours performed by the Contractor seem excessive for the work completed.

I. Contractor shall carry out the work with care and methods to prevent damage to public or private property. Should any property be damaged or destroyed, the Contractor, at its expense, shall repair or make restoration as is practical and acceptable to Authority, of destroyed or damaged property no later than one (1) week from the date of the damage.

**USE OF SUBCONTRACTORS**

Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved in writing by the Authority's Project Manager prior to performing work.

**ASBESTOS**

Whenever and wherever during the course of performing any work under this Agreement, the Contractor suspects that asbestos is present, work shall be stopped immediately, the area secured, and Authority shall be notified for positive identification of the suspect material. In the event the Contractor is delayed due to the discovery of suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed to the Contractor.

**LEAD**

A. Contractor shall follow OSHA requirements for maintaining worker protection against lead-containing paint (LCP) hazards as detailed in 29 CFR 1926.62.

B. Contractor is responsible for complying with all OSHA requirements for Lead Exposure in Construction, including, but not limited to air monitoring.

C. Whenever and wherever during the course of performing any work under this contract, the Contractor suspects that lead is present, the Contractor shall take proper precautions in order not to generate lead dust and fumes during any work activities.

Flame torch cutting and the use of heat guns, gas cutters, rotating saws, sanding, scraping, and grinding of lead-painted surfaces are prohibited during work activities.

**EXHIBIT B**
**WORK ORDER**

**WORK ORDER NO.** ***(Insert Work Order number)***

**PORT OF CORPUS CHRISTI AUTHORITY**
**OF NUECES COUNTY, TEXAS**
**SERVICE/PROJECT NAME:** ***(Insert Service/Project Name)***

Pursuant to the Service Agreement between Port of Corpus Christi Authority of Nueces County, Texas ("Authority") and _____*(Insert name of Contractor)* ("Contractor"), dated _____, 2026 (the "Agreement"), Contractor will perform the Services set forth in this Work Order. Each Work Order issued under this Agreement will be included as a record of the services performed and compensated.

**Scope of Services (including Work Order drawings):**

*(Insert a detailed description of the Services to be performed.)*

**Substantial Completion:**

Mutually agreed duration needed to complete the Work Order Scope of Services.

Duration needed to complete the Work Order work = _____days

In accordance with Exhibit C of Service Agreement between the parties, Contractor will be compensated on unit price basis in accordance with Service Agreement, pursuant to this Work Order as follows:

**General Charges:**

| Line Item | Description | Quantity | Unit Price | Extended Cost |
|---|---|---|---|---|
| 1 | Mobilization/Demobilization | 1 EA | $ | $ |

**Labor:**

| Line Item | Description | Quantity | Labor Rate | Extended Cost |
|---|---|---|---|---|
| 1 | Working Foreman, Standard hours hourly rate | | $ | $ |
| 2 | Skilled Sandblaster/Painter, Standard working hours hourly rate | | $ | $ |
| 3 | Helper and/or Laborer, Standard working hours hourly rate | | $ | $ |
| **Total, Not to Exceed, Labor Cost** | | | | **$** |

**Equipment:**

Provide a list of Contractor owned equipment required to complete the described Scope of Services above.

| Line Item | Contractor Equipment Description | Quantity | **Equipment Rate** | Extended Cost |
|---|---|---|---|---|
| 1 | | | $ | $ |
| 2 | | | $ | $ |
| 3 | | | $ | $ |
| **Total, Not to Exceed, Contractor Equipment Cost** | | | | **$** |

Provide a list of rental equipment required to complete the described Scope of Services above.

| Line Item | Rental Equipment Description | Rental Duration | Rental Rate | Cost | Cost + 5% markup |
|---|---|---|---|---|---|
| 1 | | | $ / | $ | $ |
| 2 | | | $ / | $ | $ |
| 3 | | | $ / | $ | $ |
| **Total, Not to Exceed, Rental Equipment Costs** | | | | | **$** |

**Materials:**

Provide a list of anticipated materials required to complete the described Scope of Services above.

| Line Item | Material Description | Quantity | Cost | Cost + 5% markup |
|---|---|---|---|---|
| 1 | | | $ | $ |
| 2 | | | $ | $ |
| 3 | | | $ | $ |
| **Total, Not to Exceed, Material Costs** | | | | **$** |

***Include SDSs for all proposed materials with Work Order for PCCA approval.***

**Total, Not to Exceed, Work Order Cost** **$**_____

(Labor + Contractor Equipment + Rental Equipment + Material)

**Approvals:**

The materials and labor to complete the Scope of Services for this Work Order shall not exceed the above Total Work Order Cost.

**Contractor**

Name _____

Signature _____

Date _____

**Authority**

Name _____

Signature _____

Date _____

## EXHIBIT C

## RATE SCHEDULE

Contractor will perform the Services described in Exhibit A in accordance with the terms and conditions of this Agreement on a time and materials basis; provided, however, that the total amount paid to Contractor for the Services (including materials and other direct costs) will not exceed **$950,000**. Services provided by the Contractor will be authorized by fully executed Work Orders and billed as specified in this Exhibit C. Payment for work issued by Work Order shall not exceed the approved Work Order amount. The total amount paid to Contractor for the Services (including materials and other direct costs) during each Renewal Term, if exercised by Authority, shall not exceed **$250,000**.

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

Contractor's unit rates are valid for the Initial Term and will not be adjusted. During each Renewal Term (if the Agreement is extended by Authority) Contractor's unit rates may be adjusted to an amount equal to the product of (a) Contractor's current unit rates multiplied by (b) the CPI Adjustment Factor (defined below). Contractor must submit its proposed adjusted unit rate schedule to Authority on or before November 30$^{th}$ of the current contract year for Authority's consideration for the Renewal Term. If approved by Authority, the adjusted unit rate schedule will apply to the Renewal Term. Contractor may submit only one rate adjustment request per Renewal Term. 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 1.03. "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.

Should this Agreement or any Work Order be terminated for any reason, the Contractor will be paid all fees earned up to the termination date and any approved expenses or direct costs incurred prior to the termination date.

## PRICE PROPOSAL FORM

The following unit prices will be established to perform Port-wide maintenance painting, including necessary pollution prevention controls, as directed by the PCCA. Labor rates for personnel will include profit, overhead, taxes and insurance. Labor rates must also include small tools, Contractor owned equipment to be used for work, safety equipment, and consumables, with the exception of paint and sandblasting media. Travel to and from PCCA sites must be included in mobilizations rates.

Contractor must submit on this form as provided by the PCCA and in accordance with the Scope of Work. Estimated quantities listed are based upon the best available data and serve only as a guide and in no way represents an intended or guaranteed amount. PCCA reserves the right to purchase services according to actual need and may or may not meet or exceed the estimated quantities shown.

**GENERAL PRICES**

| Line | Description | Qty. | Unit | | Unit Price |
|---|---|---|---|---|---|
| 1 | Mobilization/Demobilization, pollution prevention controls, etc. (One payment per work order) | 1 | Per work order | $ | $475.00 |
| 2 | Bonds, Insurance, etc. (One payment per contract) | 1 | LS | $ | 7% |

**LABOR RATES**

| Line | Description | Qty. | Unit | | Unit Price |
|---|---|---|---|---|---|
| 1 | Working Foreman, Standard hours hourly rate (Monday through Friday 7:00 a.m. - 5:30 p.m.) | 1 | Hour | $ | $57.50 |
| 2 | Working Foreman, Non-Standard hours hourly rate (Monday through Friday prior to 7:00 a.m. and after 5:30 p.m., and anytime Saturday and Sunday) | 1 | Hour | $ | $86.25 |
| 3 | Skilled Sandblaster/Painter, Standard working hours hourly rate (Monday through Friday 7:00 a.m. - 5:30 p.m.) | 1 | Hour | $ | $51.50 |
| 4 | Skilled Sandblaster/Painter, Non-Standard working hours hourly rate (Monday through Friday prior to 7:00 a.m. and after 5:30 p.m., and anytime Saturday and Sunday) | 1 | Hour | $ | $77.25 |
| 5 | Helper and/or Laborer, Standard working hours hourly rate (Monday through Thursday 7:00 a.m. - 5:30 p.m.) | 1 | Hour | $ | $44.50 |
| 6 | Helper and/or Laborer, Non-Standard working hours hourly rate (Monday through Friday prior to 7:00 a.m. and after 5:30 p.m., and anytime Saturday and Sunday) | 1 | Hour | $ | $66.75 |

**EQUIPMENT RATES**

Include all equipment rates for Contractor owned equipment to be utilized on this project, including but not limited to sandblasting unit, cranes, manlifts, scaffolding, etc. Equipment listed as Contractor owned for use on this project shall be paid at the lowest rate (equipment rate vs. rental rate) if the Contractor replaces Contractor owned equipment with rental equipment at no fault of PCCA.

| Line | **Description –** include full description of equipment, including make, model, type, size/tonnage, unit number, etc. | Qty. | Unit (hour, day, etc.) | | Unit Price |
|---|---|---|---|---|---|
| 1 | 6K Forklift | 1 | day | $ | $422.00 |
| 2 | Skid Steer | 1 | day | $ | $392.00 |
| 3 | Pickup Truck | 1 | day | $ | $123.00 |
| 4 | Boom Straight 65lf JIB 4wd Dsl | 1 | week | $ | $2,097.00 |
| 5 | 6 bag sandblasting pot | 1 | day | $ | $86.00 |
| 6 | One Ton Haul Truck and Trailer | 1 | day | $ | $557.00 |
| 7 | 185 CFM Air Compressor | 1 | day | $ | $172.00 |
| 8 | 6KW Light Tower | 1 | day | $ | $123.00 |
| 9 | Generator 36Kw | 1 | day | $ | $254.00 |

List anticipated rental equipment not included in equipment rates above:

Scissor Lift 20 FT. $560/month

Boom Articulated 45 FT $2,520 / month

150' Telescoping Boom lift $17,691.97/ Month

185' Telescoping Boom lift $21,143.94 /Month

**EXHIBIT D**

**GENERAL CONDITIONS**

PORT CORPUS CHRISTI®
ENGINEERING SERVICES

# GENERAL CONDITIONS

**Revised March 2024**

## TABLE OF CONTENTS

## ARTICLE 1
## DEFINITION OF TERMS


1.01 Addenda ..... 1
1.02 Additive Bid ..... 1
1.03 Agreement or Contract ..... 1
1.04 Alternate Bid ..... 1
1.05 Alternative Item ..... 1
1.06 Base Bid ..... 1
1.07 Bid ..... 1
1.08 Bid Breakdown Sheet ..... 1
1.09 Calendar Day ..... 1
1.10 CERCLA ..... 1
1.11 Change Order ..... 1
1.12 Claim ..... 2
1.13 Construction Drawings ..... 2
1.14 Contract Documents ..... 2
1.15 Contractor ..... 3
1.16 Contractor's Daily Report ..... 3
1.17 Deductive Bid ..... 3
1.18 Dispute ..... 3
1.19 Engineer ..... 3
1.20 Equal or Approved Equal ..... 3
1.21 Evaluated Bid ..... 3
1.22 Extra Work ..... 3
1.23 Field Order ..... 3
1.24 Final Acceptance ..... 3
1.25 Final Statement ..... 4
1.26 Horizontal Control ..... 4
1.27 Notice of Award of Contract ..... 4
1.28 Notice of Intent to Protest ..... 4
1.29 Notice of Nonconformance ..... 4
1.30 Notice to Proceed ..... 4
1.31 Owner ..... 4
1.32 PCCA ..... 4
1.33 PCCA Authorized Contract Representative ..... 4
1.34 PCCA Construction Representative ..... 4
1.35 PCCA Property ..... 4
1.36 Port Commission ..... 4
1.37 Principal Officers of Contractor ..... 4
1.38 Project ..... 4
1.39 Publications ..... 5
1.40 RCRA ..... 5
1.41 Special Conditions ..... 5
1.42 Statement of Accounts ..... 5
1.43 Subcontractor ..... 5

1.44 Substandard Performance ....5
1.45 Substantial Completion ....5
1.46 Technical Specifications ....5
1.47 Unilateral Change Order ....5
1.48 Unit Cost ....5
1.49 Value Engineering Proposal ....5
1.50 Vertical Control ....5
1.51 Work ....6

**ARTICLE 2**
**RESPONSIBILITIES OF ENGINEER**
**OR CONTRACTOR**

2.01 PCCA Construction Representative–Engineer Relationship ....6
2.02 Inspection by PCCA Construction Representative ....6
2.03 Payments for Work ....6
2.04 Dispute Determinations ....6
2.05 Horizontal and Vertical Control ....7
2.06 Contractor's Duty and Superintendence ....7
2.07 Contractor's Understanding ....8
2.08 PCCA's Policies and Procedures ....9
2.09 Character of Workmanship ....9
2.10 Drug–Free Workplace ....9
2.11 Security Access Requirements ....9
2.12 Access and Storage ....10
2.13 Sanitation ....10
2.14 Work and Materials ....10
2.15 Shop Drawings ....10
2.16 Preliminary Approval ....11
2.17 Defects and Their Remedies ....11
2.18 Changes and Alterations ....11
2.19 Barricades and Warnings ....12
2.20 Storm Water Pollution Prevention Plan ....12
2.21 Site Conditions ....12
2.22 Utilities ....12
2.23 Testing, Inspection, and Control ....13
2.24 Contractor's Daily Reports ....13
2.25 Debris ....14
2.26 Environmental Policy ....14
2.27 Prevailing Wage Rates ....15

**ARTICLE 3**
**GENERAL OBLIGATIONS AND RESPONSIBILITIES**

3.01 Bid Exceptions, Deviations, or Qualified Bids ....15
3.02 Conflict of Interest ....15
3.03 Requests for Clarifications ....15
3.04 Correspondence ....16

3.05 Written Notice....16
3.06 Approved Equal....16
3.07 Titles or References....16
3.08 Award of Contract....17
3.09 Bid Protest Procedure....17
3.10 Notice to Proceed....17
3.11 Safety and Environmental Record....17
3.12 Construction Drawings and Technical Specifications....18
3.13 Ownership of Construction Drawings and Technical Specifications....18
3.14 Adequacy of Design....18
3.15 Value Engineering Proposals....18
3.16 Right of Entry....19
3.17 Collateral Contracts....19
3.18 Discrepancies and Omissions....19
3.19 Equipment, Materials, and Construction Plant....20
3.20 Protection Against Accidents....20
3.21 Performance and Payment Bonds....20
3.22 Losses from Natural Causes....21
3.23 Protection of Existing Equipment, Structures, and Utilities....21
3.24 Protection of Adjoining Properties and Facilities....21
3.25 Smoking Policy....22
3.26 Misplaced Material....22
3.27 Signal Lights....22
3.28 Channel Traffic....22
3.29 Physical Data....22
3.30 Protection against Claims of Subcontractors, Laborers, Materialmen, and Furnishers of Machinery, Equipment, and Supplies....23
3.31 Protection Against Royalties or Patented Inventions....23
3.32 Laws and Ordinances....24
3.33 Taxes....24
3.34 Assignment and Subletting....25
3.35 Indemnification and Release....25
3.36 Insurance....26
3.36.1 Certificate of Insurance....29
3.36.2 Waiver of Subrogation....29
3.36.3 Workers' Compensation Insurance Coverage....30
3.37 Schedule....30
3.38 Damages for Delay....30
3.39 Liquidated Damages....31
3.40 Permits....31

**ARTICLE 4**
**PROSECUTION AND PROGRESS**

4.01 Time and Order of Completion....31
4.02 Extension of Time....32
4.03 Ozone Action Days....32
4.04 Hindrances and Delays....33

4.05 Suspension of Work ..... 33
4.06 Termination of Agreement ..... 33
4.07 Differing Site Conditions ..... 34

**ARTICLE 5**
**MEASUREMENT AND PAYMENT**

5.01 Quantities and Measurements ..... 34
5.02 Estimated Quantities ..... 34
5.03 Changes in Quantity ..... 35
5.04 Price of Work ..... 35
5.05 Progress Payments and Retainage ..... 36
5.06 Use of Completed Portions ..... 36
5.07 Notice of Substantial Completion ..... 37
5.08 Final Acceptance ..... 37
5.09 Final Payment ..... 37
5.10 Payments Withheld ..... 38
5.11 Guarantee ..... 38

**ARTICLE 6**
**EXTRA WORK AND CLAIMS**

6.01 Change Orders ..... 39
6.02 Minor Changes ..... 39
6.03 Extra Work ..... 40
6.04 Time of Filing Construction Claims ..... 41

**ARTICLE 7**
**MEDIATION/ARBITRATION**

7.01 Mediation ..... 42
7.02 Arbitration ..... 42

**ARTICLE 8**
**ABANDONMENT**

8.01 Abandonment by Contractor ..... 44
8.02 Abandonment by PCCA ..... 46

**REVISION HISTORY** ..... (3 pages)

## ARTICLE 1
## DEFINITION OF TERMS

The terms defined in this Article I will apply throughout these General Conditions. All references in the General Conditions to "Section" or "Article" will refer to a section or article of these General Conditions, unless otherwise expressly stated. All references to "herein," "hereof," "hereto," "hereunder," or similar terms will be deemed to refer to the entire General Conditions. The headings of Articles and Sections in these General Conditions are for convenience only and will not affect the interpretation hereof.

1.01 ADDENDA. Any written interpretation or change to the Contract Documents made by PCCA prior to the opening of Bids.

1.02 ADDITIVE BID. If called for in the Bid, it is the amount stated for any Work to be priced separately from the Base Bid, which Work can be added at the option of PCCA.

1.03 AGREEMENT OR CONTRACT. The written contract for the Project executed after the Notice of Award of Contract is issued.

1.04 ALTERNATE BID. If called for in the Bid, it is the amount stated for Work to be performed in place of the Base Bid.

1.05 ALTERNATIVE ITEM. Any item the bidder proposes to substitute for a comparable item specified in the Contract Documents.

1.06 BASE BID. The amount stated for performing all of the Work specified in the Contract Documents that is not specifically identified as an Additive, Deductive, or Alternate Bid item.

1.07 BID. PCCA form on which the bidder sets forth the Base Bid and any Additive or Deductive Bid Items or Alternate Bid for the Work specified in the Contract Documents, which must be submitted by the date and time stated in the Notice of Solicitation.

1.08 BID BREAKDOWN SHEET. The document that allows PCCA to establish values for the individual items of the Work in order to more easily resolve modifications to the Contract Documents.

1.09 CALENDAR DAY. Any day of the week or month; no days being excepted. Unless otherwise specified, all PCCA contracts will be done on a calendar-day basis. Accordingly, where the term "day" is used herein by itself, it means a Calendar Day.

1.10 CERCLA. The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 USC § 9601 *et seq*.

1.11 CHANGE ORDER. PCCA form signed by PCCA Construction Representative, Engineer and Contractor that adds to, deletes from, or otherwise changes any part of the Work or the Project.

1.12 CLAIM. A written notice received by the PCCA Authorized Contract Representative that a person or entity asserts entitlement to damages arising from the Project.

1.13 CONSTRUCTION DRAWINGS. The drawings to be used for the bidding and construction of the Project.

1.14 CONTRACT DOCUMENTS.

A. The instruments listed in this section and used by PCCA to take Bids for and implement construction of the improvements authorized by the Port Commission, which instruments are incorporated herein by reference:

1. Bid Form
2. Bid Breakdown Sheet
3. General Conditions
4. Special Conditions
5. Construction Drawings (*if any*)
6. Technical Specifications (*if any*)
7. Agreement
8. Texas Statutory Performance and Payment Bonds (*if any*)
9. Certificates of Insurance
10. Contractor's Statement of Experience
11. Local Preference Program Acknowledgement Form
12. Conflict of Interest Questionnaire
13. Addenda to the Contract Documents (*if any*)
14. Change Order(s) (*if any*)
15. Unilateral Change Order(s) (*if any*)
16. Field Order(s) (*if any*)

B. The Contract Documents are complementary, and what is called for by any one will be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation will be in the following order (from the highest to the lowest):

1. Unilateral Change Order(s)
2. Change Order(s)
3. Field Order(s)
4. Agreement
5. Bid Form
6. Addenda to Contract Documents
7. Special Conditions
8. Construction Drawings
9. Technical Specifications
10. General Conditions
11. Bid Breakdown Sheet
12. Texas Statutory Performance and Payment Bonds
13. Certificates of Insurance
14. Contractor's Statement of Experience
15. Local Preference Program Acknowledgement Form
16. Conflict of Interest Questionnaire

1.15 CONTRACTOR. Contractor is that person or organization identified as such in the Agreement.

1.16 CONTRACTOR'S DAILY REPORT. A report prepared by Contractor and submitted to PCCA Construction Representative that provides required information on the progress of the Project.

1.17 DEDUCTIVE BID. If called for in the Bid, it is the amount separately stated for any Work to be deducted from the Base Bid.

1.18 DISPUTE. Any unresolved issue regarding the Work included in the Contract Documents after a written decision is made by PCCA Construction Representative.

1.19 ENGINEER. Under the Texas Engineering Practice Act, only duly licensed persons may legally perform, or offer to perform engineering services for the public. Furthermore, public works must be designed and constructed under the direct supervision of a licensed professional engineer. Engineer is identified in the Special Conditions. If Engineer is a PCCA employee, Engineer may also concurrently serve as Authorized Contract Representative.

1.20 EQUAL OR APPROVED EQUAL. Any item approved by PCCA Construction Representative and/or Engineer to be substituted for the item specified in the Contract Documents.

1.21 EVALUATED BID. The incorporation of the Base Bid plus the unit cost additive or deductive bid items into a theoretical formula that represents a possible project scenario. This allows the unit price items as well as the Base Bid to be evaluated to determine the most competitive bid submitted.

1.22 EXTRA WORK. All Work that may be required by PCCA Construction Representative to be done by Contractor to accomplish any change, alteration, or addition to the Work shown on the Construction Drawings or reasonably implied by the Technical Specifications and not covered by Contractor's Bid, except as provided under Section 2.18, "Changes and Alterations," herein.

1.23 FIELD ORDER. PCCA form issued by PCCA Construction Representative which indicates any minor change in the Project consistent with the overall intent of the Contract Documents and which does not involve an increase or decrease in the Agreement price or schedule.

1.24 FINAL ACCEPTANCE. That point in the Project wherein PCCA Authorized Contract Representative considers the Project complete and PCCA issues a Certificate of Final Acceptance.

1.25 FINAL STATEMENT. A written statement prepared by PCCA Construction Representative upon completion of the Project that sets forth the value of all Work performed, and materials furnished for the Project under the terms of the Agreement.

1.26 HORIZONTAL CONTROL. A system located in the field that provides a point of horizontal reference for all Work described in the Contract Documents.

1.27 NOTICE OF AWARD OF CONTRACT. A letter issued to Contractor whose Bid has been accepted by the Port Commission.

1.28 NOTICE OF INTENT TO PROTEST. A document prepared by the bidder and delivered to PCCA's Director of Procurement Services when the bidder chooses to protest the bidding process or contract award.

1.29 NOTICE OF NONCONFORMANCE. A written report issued by PCCA Construction Representative in the event PCCA Construction Representative or Engineer finds improper work or substandard workmanship in connection with the Project.

1.30 NOTICE TO PROCEED. A letter issued by PCCA Authorized Contract Representative to Contractor once all Contract Documents have been executed and approved by PCCA.

1.31 OWNER. The Owner referred to in these documents is the Port of Corpus Christi Authority of Nueces County, Texas.

1.32 PCCA. The Port of Corpus Christi Authority of Nueces County, Texas, which may also be referred to as Owner in the Contract Documents.

1.33 PCCA AUTHORIZED CONTRACT REPRESENTATIVE. PCCA representative for the Contract authorized to issue Notice to Proceed, Notice of Substantial Completion, Notice of Final Acceptance, and who shall assist in resolving disputes that may arise during the construction process. The Authorized Contact Representative is identified in the Special Conditions.

1.34 PCCA CONSTRUCTION REPRESENTATIVE. PCCA's duly authorized representative responsible for coordination, oversight and managing the construction process. The Construction Representative is identified in the Special Conditions.

1.35 PCCA PROPERTY. Any land, structure, equipment, or other improvement owned by PCCA.

1.36 PORT COMMISSION. The governing board of PCCA.

1.37 PRINCIPAL OFFICERS OF CONTRACTOR. Those persons representing Contractor who have the express or legal authority to contract with PCCA.

1.38 PROJECT. The Work that is described and specified in the Contract Documents.

1.39 PUBLICATIONS. Any codes, standards, or specifications referred to in the Contract Documents.

1.40 RCRA. The Resource Conservation and Recovery Act of 1996, 42 USC § 6901 *et seq*.

1.41 SPECIAL CONDITIONS. The document that details those circumstances individual or particular to a project. If in conflict with the General Conditions, the Special Conditions will govern.

1.42 STATEMENT OF ACCOUNTS. A final written accounting of all costs required to complete the Project after abandonment by Contractor or PCCA.

1.43 SUBCONTRACTOR. Except as separately defined herein relative to Workers' Compensation insurance coverage, "Subcontractor" means only those persons or entities having a direct contract with Contractor or one who furnishes material worked to a special design according to the Construction Drawings or Technical Specifications of the Contract Documents but does not include one who merely furnishes material not worked to a special design. A list of all Subcontractors must be submitted with the Bid, and the list must be approved by PCCA Construction Representative prior to starting Work. Approval of Subcontractors by PCCA Construction Representative does not relieve Contractor of Contractor's responsibility for the Work.

1.44 SUBSTANDARD PERFORMANCE. Any Work by Contractor or any Subcontractor or supplier that, in the opinion of PCCA Construction Representative or Engineer, is unacceptable or is not conducive to successful completion of the Project.

1.45 SUBSTANTIAL COMPLETION. That point in the Project wherein PCCA Construction Representative determines that the Project is suitable for use or occupancy for its intended purpose but may still require minor miscellaneous Work or adjustment.

1.46 TECHNICAL SPECIFICATIONS. The specifications provided by Engineer to be used for the bidding and construction of the Project.

1.47 UNILATERAL CHANGE ORDER. A Change Order issued by PCCA Construction Representative when agreement cannot be reached with Contractor on the price to be paid or other changes to the Project that are in dispute.

1.48 UNIT COST. Cost for each item of work.

1.49 VALUE ENGINEERING PROPOSAL. A proposal prepared by Contractor and submitted to PCCA regarding a change in the design shown in the Contract Documents. Value Engineering Proposals that include design revisions shall include design documents that are prepared by a licensed professional engineer.

1.50 VERTICAL CONTROL. A system located in the field that provides a point of vertical reference for all Work described in the Contract Documents.

1.51 WORK. Any construction, repair, or alteration described in the Contract Documents.

## ARTICLE 2
## RESPONSIBILITIES OF PCCA, ENGINEER AND CONTRACTOR

2.01 PCCA CONSTRUCTION REPRESENTATIVE – ENGINEER RELATIONSHIP. PCCA Construction Representative is an employee of PCCA, and the person Engineer designates as PCCA's representative during construction. The duties, responsibilities, and authority of PCCA Construction Representative as PCCA's representative during construction are set forth in the Contract Documents and may not be extended or limited without written consent of PCCA. All of PCCA's instructions to Contractor will be issued through PCCA Construction Representative.

2.02 FIELD OBSERVATION. PCCA Construction Representative, Engineer, and/or Engineer's authorized agent will make periodic visits to the Project site to familiarize themselves with the progress of the executed Work and to determine if such Work generally meets the essential performance and design features and technical and functional engineering requirements of the Contract Documents. PCCA Construction Representative and/or Engineer, however, are not responsible for making any detailed, exhaustive, comprehensive, or continuous on-site inspection of the quality or quantity of the Work; nor are PCCA Construction Representative or Engineer in any way responsible, directly or indirectly, for Contractor's construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions, or lack of same, incident to or in connection with the Work. Notwithstanding any other provision of the Agreement or any other contract document, PCCA Construction Representative and/or Engineer are not in any way responsible or liable for any acts, errors, omissions, or negligence of Contractor.

2.03 PAYMENTS FOR WORK. In accordance with the Contract Documents, Contractor will submit requests for progress payments to PCCA Construction Representative. Any request for updated project schedule should be submitted within three (3) calendar days from date requested. Failure to submit updated project schedules may cause progress payments to be delayed. PCCA Construction Representative will review Contractor's requests for progress payments and supporting data, determine the amount owed to Contractor, and approve, in writing, payment to Contractor of such amount. Such approval of payment to Contractor constitutes a representation to PCCA of PCCA Construction Representative's professional judgment that the Work has progressed to the point indicated to the best of PCCA Construction Representative's knowledge, information, and belief; but such approval of an application for payment to Contractor is not a representation by PCCA Construction Representative that PCCA Construction Representative has made any examination to determine how or for what purpose Contractor has used the moneys paid Contractor pursuant to the Agreement.

2.04 DISPUTE DETERMINATIONS. All Claims, Disputes, and other matters in question between Contractor and PCCA relating to the execution or progress of the Work or the interpretation of the Contract Documents will first be decided by PCCA Construction

Representative; and PCCA Construction Representative's decision will be rendered in writing within a reasonable time after notice to PCCA of any Dispute. Should PCCA Construction Representative fail to make such decision within a reasonable time, mediation/arbitration pursuant to Article 7, "Mediation/Arbitration," herein, may be demanded as if PCCA Construction Representative's decision had been rendered against the party demanding mediation/arbitration.

If PCCA Construction Representative renders any decision that in the opinion of Contractor is not in accordance with the meaning and intent of the Agreement, Contractor must file with PCCA's Construction Representative and Authorized Contract Representative, within thirty (30) days after the date of PCCA's Construction Representative's decision, Contractor's written objection to the decision and, by such action, reserve the right to submit the Dispute to mediation/arbitration as hereinafter provided in Article 7, "Mediation/Arbitration." Contractor's written objection must state all of the grounds upon which the objection is made.

2.05 HORIZONTAL AND VERTICAL CONTROL. Unless otherwise specified, benchmarks for Vertical Control and a baseline for Horizontal Control will be as indicated on the Construction Drawings or furnished by PCCA Construction Representative. Contractor will use these controls to establish other lines and grades as indicated on the Construction Drawings. All such Horizontal or Vertical Controls will be preserved by Contractor, and in case of destruction or removal by Contractor or Contractor's employees, said controls may be replaced by PCCA at Contractor's expense.

2.06 CONTRACTOR'S DUTY AND SUPERINTENDENCE. Contractor will give adequate attention to the faithful prosecution and completion of the Project and will keep a competent superintendent and any necessary assistants on the Project during its progress. This superintendent must be present during any Work, whether subcontracted or not. The superintendent will represent Contractor in Contractor's absence, and all directions given to the superintendent will be as binding as if given to Contractor.

Contractor is an independent contractor, solely responsible for the manner and method of completing Contractor's Work under the Agreement, with the authority to select the means, method, and manner of performing such Work so long as such methods do not adversely affect the Work or the improvements on the Project, PCCA, and Engineer being interested only in the result obtained and conformity of the improvements on the Project to the Contract Documents.

All Work performed for Contractor by a Subcontractor or supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or supplier, which specifically binds the Subcontractor or supplier to the applicable terms and conditions of the Contract Documents for the benefit of PCCA. Whenever any such agreement is with a Subcontractor or supplier who is listed as an additional insured on the insurance provided in Section 3.36, "Insurance," the agreement between Contractor and the Subcontractor or supplier will contain provisions whereby the Subcontractor or supplier waives all rights against PCCA, Contractor, PCCA Construction Representative, PCCA Authorized Contract Representative, Engineer, Engineer's consultants, and all other

individuals or entities identified in these General Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and Subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or supplier, Contractor will obtain the same.

Engineering Construction Drawings and Technical Specifications, as well as any additional information concerning the Work, passing from or through PCCA may not be interpreted as requiring or allowing Contractor to deviate from the Construction Drawings and Technical Specifications, the intent of such Construction Drawings, Technical Specifications, and any other such instruction being to define with particularity the Work Contractor is to perform. Contractor is responsible, at Contractor's expense, for design, construction, installation, and use or nonuse of all items and methods incident to performance of the Agreement and for all loss, damage, or injury incident thereto, either to person or property, including without limitation the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery, equipment, safety precautions or devices, and similar items or devices used by Contractor for the Project.

Any review of Work in progress, any visit or observation during construction, or any clarification of Construction Drawings and Technical Specifications by PCCA Construction Representative or any agent, employee, or representative of Engineer, PCCA Construction Representative or PCCA, whether through personal observation at the Project site or by means of approval of shop drawings for temporary construction or construction processes or by other means or method, is agreed by Contractor to be for the purpose of observing the extent and nature of Work completed or being performed as measured against the Construction Drawings and Technical Specifications constituting the Contract Documents or for the purpose of enabling Contractor to more fully understand the Construction Drawings and Technical Specifications so that the Work will conform thereto. Review by PCCA Construction Representative, Engineer or PCCA in no way relieves Contractor from responsibility for the proper performance of Contractor's Work on the Project, including without limitation the propriety of means and methods of Contractor in performing the Work and the adequacy of any designs, Construction Drawings, Technical Specifications, or other facilities for accomplishing such performance. Deviation by Contractor from Construction Drawings and Technical Specifications that may have been in evidence during any visitation or observation by PCCA Construction Representative, Engineer or any of Engineer's representatives, whether called to Contractor's attention or not, in no way relieves Contractor of Contractor's responsibility to complete all Work in accordance with said Construction Drawings and Technical Specifications.

2.07 CONTRACTOR'S UNDERSTANDING. Subject to General Conditions Section 4.07, Contractor has, by careful examination, become satisfied as to the nature and location of the Work; the conformation of the ground; the character, quality, and quantity of the materials to be encountered; the character of equipment and facilities needed preliminary to and during the prosecution of the Work; the general and location conditions; and all

other matters which can in any way affect the Work under the Agreement. No verbal agreement or conversation with any officer, agent, or employee of PCCA, PCCA Authorized Contract Representative, PCCA Construction Representative or Engineer, either before or after the execution of the Agreement, affects or modifies any of the terms or obligations contained in the Contract Documents.

2.08 PCCA'S POLICIES AND PROCEDURES. The Contractor is required to follow all of PCCA's policies and procedures as described in Specification 00 73 10, "PCCA Policies & Procedures," of the Technical Specifications.

2.09 CHARACTER OF WORKMANSHIP. Contractor agrees to employ only orderly and competent workers, skilled in the performance of the type of Work required by the Agreement, to do the Work, and agrees that whenever PCCA Construction Representative informs Contractor in writing that any worker on the Project is, in PCCA Construction Representative's opinion, not an acceptable worker, such worker will be discharged from the Project and will not again be employed on the Project without PCCA Construction Representative written consent. This section is applicable to craftsmen, laborers, foremen, superintendents, project managers, and Subcontractors. Contractor is responsible for the workmanship, errors, and omissions of all such persons. All materials and equipment must be installed, and all Work completed in a workmanlike manner by craftsmen skilled in the work they perform.

2.10 DRUG-FREE WORKPLACE. PCCA is a drug-free workplace, and Contractor and Contractor's employees as well as Contractor's Subcontractors and the employees of Contractor's Subcontractors must adhere to the requirements of Federal Acquisition Regulation 52.223-6, "Drug-Free Workplace," and the Drug-Free Workplace Act of 1988. Any employee of Contractor or Contractor's Subcontractors may be discharged from the Project if that employee is found to be in violation of these laws or regulations. The final decision concerning the acceptance or non-acceptance of any employee on the Project will be determined solely by PCCA Construction Representative.

2.11 SECURITY ACCESS REQUIREMENTS. Due to increased national security concerns and new security regulations, PCCA has revised its Tariff to designate certain areas of the port as "restricted areas" and to address policies and procedures for access to those restricted areas. Contractor should be aware that Contractor will be required to obtain ID cards and vehicle decals for any personnel requiring access to these areas. This procedure will involve criminal background checks as well as costs for the ID cards and decals. These costs will be at Contractor's expense and should be included in Contractor's Bid. For detailed information on the new security requirements, Contractor should review Specification 01 14 13, "Access to Port Authority Property (Tariff Item 669)." Contractor is required to follow all policies and procedures in said Specification 01 14 13.

PCCA reserves the right at any time to increase or decrease its security level as determined by PCCA or mandated by state or federal regulations or authorities, and to deny access to restricted areas to any individual or company based upon the security level in place. Changes in security levels could affect, limit, or stop any or all personnel access

or construction activity at PCCA. If Work is stopped for a period of time totaling five days or less during the course of the contract, then no additional compensation will be due Contractor. If Work is stopped for more than five days, then PCCA and Contractor will enter into good faith negotiations for agreement as to Contractor's actual costs of the Work stoppages to be paid by PCCA. In either case, PCCA will grant a day-for-day extension of time for security-induced stoppages as they affect the time of completion required under this contract.

2.12 ACCESS AND STORAGE. PCCA may designate entrance points, parking areas, and work and storage areas to be used by Contractor. The building of structures for housing workers or the erection of tents or other forms of protection will be permitted only at such places as PCCA Construction Representative directs, and the sanitary conditions of the grounds in and about such structures will be at all times maintained in a manner satisfactory to PCCA Construction Representative.

2.13 SANITATION. Contractor will provide sanitary conveniences for use by Contractor's personnel. Contractor will locate these conveniences in such manner and at locations approved by PCCA Construction Representative. Contractor's personnel may not use PCCA's facilities without the approval of PCCA Construction Representative.

2.14 WORK AND MATERIALS. Contractor will provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, water, light, power, fuel, transportation, and facilities specified or necessary for the execution and completion of the Work. Unless otherwise specified, all materials must be new; and both workmanship and materials must be of good quality. Contractor will, if required, furnish satisfactory evidence as to the kind and quality of materials. Unless otherwise stated in the Contract Documents, words or phrases that have a well-known technical or construction industry trade meaning are used in the Contract Documents in accordance with such recognized meaning. Materials or Work described in words that have a well-known technical or trade meaning will be equal to the standards established by such description.

2.15 SHOP DRAWINGS. Unless otherwise specified, Contractor will submit to PCCA Construction Representative promptly, and so as not to delay Contractor's Work or that of any other contractor on the Project, checked copies of all shop and setting drawings and schedules required for the Work, and PCCA Construction Representative and/or Engineer will review them with reasonable promptness, making desired corrections. Contractor will promptly make any corrections required and file corrected copies with PCCA Construction Representative. PCCA Construction Representative/Engineer's review or approval of such drawings or schedules does not relieve Contractor from responsibility for deviations from Construction Drawings or Technical Specifications unless Contractor has in writing called PCCA Construction Representative's attention to such deviations at the time of submission, nor will it relieve Contractor from responsibility for errors or omissions of any kind in shop drawings or schedules. It is the Contractor's responsibility to review all shop drawings to ascertain their effect on Contractor's ability to perform the Work in accordance with the Construction Drawings and Technical Specifications within the time stated in the Contract Documents.

Review of Construction Drawings or schedules by PCCA Construction Representative or Engineer is for the sole purpose of determining the sufficiency of the drawings or schedules to achieve finished improvements in conformity with the Construction Drawings and Technical Specifications, and does not relieve Contractor of Contractor's duty as an independent contractor; nor does PCCA Construction Representative or Engineer by such review assume any duty to review or approve the propriety or adequacy of such Construction Drawings or schedules or any means or methods reflected in the same in relation to the safety of either person or property during Contractor's performance.

2.16 PRELIMINARY APPROVAL. Neither PCCA Construction Representative nor Engineer have the power to waive the obligations of Contractor under the Agreement. Failure or omission of PCCA Construction Representative or Engineer to discover, object to, or condemn any defective Work or material does not release Contractor from the obligation to fully and properly perform the Agreement, including without limitation the obligation to at once tear out, remove, and properly replace defective Work or materials at any time prior to Final Acceptance, upon the discovery of said defective Work or materials. PCCA Construction Representative will, however, upon written request of Contractor, inspect and accept or reject any material furnished; and such acceptance is binding on PCCA unless it can be clearly shown that such material furnished does not meet the Technical Specifications.

Any questioned Work may be ordered taken up or removed for reexamination by PCCA Construction Representative prior to Final Acceptance. If found not in accordance with the Contract Documents for said Work, all expenses of removing, reexamination, and replacement will be borne by Contractor. Otherwise, such expense will be allowed as Extra Work and paid for by PCCA, provided that where inspection or approval is specifically required by the Contract Documents prior to performance of certain Work, and should Contractor proceed with such Work without requesting prior inspection or approval, Contractor will pay all expenses of taking up, removing, and replacing this Work if so directed by PCCA Construction Representative.

2.17 DEFECTS AND THEIR REMEDIES. If the Work or any part thereof or any material brought on the site of the Work for use in the Project, or selected for the same, is deemed by PCCA Construction Representative as unsuitable or not in conformity with the Construction Drawings and Technical Specifications, Contractor must, at Contractor's expense, after receipt of a Notice of Nonconformance from PCCA Construction Representative, forthwith remove such material and rebuild or otherwise remedy such Work so that it complies with the Agreement.

2.18 CHANGES AND ALTERATIONS. PCCA, in its sole discretion, may make such changes and alterations in the line, grade, form, dimension, plan or material for the Work, or any part thereof, either before or after the beginning of the construction, without affecting the validity of the Agreement between PCCA and Contractor.

If changes or alterations decrease the amount of Work to be done, Contractor may make a Claim for damages for the Work that may be eliminated, except as provided in Article 5, "Measurement and Payment." If the amount of Work is increased and the Work can fairly be classified as such under the Technical Specifications, such increase will be paid for according to the quantity actually done and at the unit price, if any has been established for such Work under the Agreement, except as provided in Article 5, "Measurement and Payment." Otherwise, such additional Work will be paid for as provided in Article 6, "Extra Work and Claims." In case PCCA makes changes or alterations that make useless any Work already done or material already furnished or used in said Work, PCCA will compensate Contractor for any such material or labor used and for any actual loss occasioned by such change based upon actual expenses incurred by Contractor.

2.19 BARRICADES AND WARNINGS. Contractor will provide barricades and warning signs and lights to properly mark the Project site. Barricades should be placed so as to prevent access to unfinished areas of Work and to demarcate grade changes and other hazards. Contractor must obtain an approved barricading plan from the City of Corpus Christi Traffic Division prior to blocking any portion of any city street.

2.20 STORM WATER POLLUTION PREVENTION PLAN. When applicable, Contractor will comply with the written Storm Water Specification included in the Contract Documents. Contractor will certify Contractor's compliance by signing the Storm Water Pollution Prevention Plan certification page which states that Contractor has reviewed and agrees to comply with the terms and conditions of the Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit (Permit No. TXR150000), which authorizes discharge of storm water from the Project site.

2.21 SITE CONDITIONS. Contractor must become familiar with the working conditions at the Project site. Contractor must also become familiar with utilities and roadway, rail and other approaches to the Project site available to Contractor and with the space available for storage, for working, and for temporary offices, sheds, *etc*.

2.22 UTILITIES. Contractor will arrange for and secure all temporary connections for water, electricity, telephone, gas, and other services needed by Contractor for the proper prosecution of Contractor's operations; and any cost for these services will be paid by Contractor.

Contractor will promptly notify utility and pipeline companies when prosecution of the Work may affect said companies and will cooperate with said companies in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property caused directly or indirectly, in whole or in part, by Contractor, any subcontractor, supplier, any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable will be remedied by Contractor at Contractor's expense.

If Contractor encounters uncharted or incorrectly charted utilities or pipelines, Contractor will promptly notify PCCA Construction Representative, who will provide instructions

on how to proceed. Contractor must cooperate with all parties to keep the utility or pipeline in service.

2.23 TESTING, INSPECTION, AND CONTROL. The Special Conditions and Technical Specifications generally govern the scope and frequency of testing the Work and materials; however, PCCA Construction Representative reserves the right to order additional testing. Testing and inspection of materials may be performed by a commercial testing laboratory selected by PCCA. Except as noted below or in the Special Conditions, the cost of laboratory tests will be paid by PCCA.

A. Contractor will furnish at Contractor's expense all materials or specimens for testing ordered by PCCA Construction Representative.

B. Contractor will pay for all tests and re-tests of materials that fail to comply with the Technical Specifications**.**

C. Contractor will pay for all trip cancellation charges. A deductive change order will be executed between Contractor and PCCA to cover related expenses billed to PCCA.

D. Contractor will furnish at Contractor's expense all materials and labor required to patch or otherwise repair all Work affected by testing.

It is Contractor's responsibility to notify and otherwise coordinate with the testing laboratory relative to the material to be tested. Failure of Contractor to have the Work or materials tested may require removal and replacement of the Work or materials at Contractor's expense.

2.24 CONTRACTOR'S DAILY REPORTS. On a weekly basis, Contractor will submit to PCCA Construction Representative daily reports that include the following minimum information:

A. Number of Contractor and Subcontractor employees working on site (itemized by trade).

B. Equipment on site.

C. Ongoing construction activities.

D. Progress made (*i.e.*, quantity of material installed, or Work completed).

E. Delays or problems encountered.

F. Direction received from PCCA Construction Representative.

G. Visitors on site.

H. General comments.

I. Field superintendent's signature.

J. Construction progress photos or videos.

The daily reports must be submitted on a weekly basis to avoid miscommunication between PCCA Construction Representative and Contractor. Failure to submit daily reports in a timely manner may delay progress payments to Contractor.

2.25 DEBRIS. From time to time during execution of the Work, Contractor will at Contractor's expense remove all surplus materials and debris from the site of the Project and dispose of such materials as directed by PCCA Construction Representative. Transportation and disposal of all materials and debris will be conducted in accordance with all applicable federal, state, and local laws, ordinances, and regulations. Before Final Acceptance, Contractor must deliver the Project site in a clean and neat condition satisfactory to PCCA Construction Representative.

2.26 ENVIRONMENTAL POLICY. Contractor and its employees will be aware of and comply with PCCA's Environmental Policy while conducting any activities on PCCA property. Contractor will utilize best management practices to minimize pollution from activities being conducted and will also adhere to the applicable environmental management programs for the work being conducted.

In its commitment to ***"Be An Environmental Leader"***, the PCCA in collaboration with stakeholders will mitigate environmental impacts, prevent pollution, and undertake environmental stewardship initiatives to uphold the following six (6) key precepts:

- **Air Quality** Uphold, through voluntary actions, the national ambient air quality standards established through the Clean Air Act, as amended in 1990.
- **Water Quality** Maintain or improve the quality of the Coastal Bend bays to be fishable and swimmable in accordance with the Clean Water Act, as amended in 1972.
- **Soils & Sediment** Protect human health, as well as sediment and groundwater quality.
- **Habitat** Promote diverse, healthy native flora and fauna.
- **Resilience/Climate Adaptation** Prioritize sustainability and resilience in the development of Port facilities and Port operations.
- **Climate Action** Support national and global emission reduction and net-zero initiatives under Goal 13 of the Paris Agreement.

The PCCA's Environmental Policy is a strategic imperative that guides all aspects of development and operations, supporting the Port's vision *To Be the Energy Port of the* Americas and its mission to *Leverage Commerce to Drive Prosperity* for the Coastal Bend region and beyond.

The PCCA's Environmental Policy formalizes many existing environmental programs intended to realize measurable positive impacts in surrounding communities and bays systems. The Port uses legislative channels to meet its environmental objectives, which focus on energy evolution, climate action, water resource management, and resource efficiency.

2.27 PREVAILING WAGE RATE. In accordance with Texas Government Code Chapter 2258, Contractors are required to pay wage rates not less than the general prevailing rate for work of a similar character in the locality in which the work is performed. Contractors shall refer to wage rates established by the U.S. Department of Labor (DOL) in accordance with Davis Bacon Act.

It is the responsibility of the Contractor to refer to the DOL website https://www.dol.gov/whd for the latest wage rates and additional worker classifications for this project that may not be included in the list provided with this Contract.

The PCCA may request copies of the Contractor's certified payrolls and may randomly interview the Contractor's workforce, including subcontractors, to verify compliance.

## ARTICLE 3
## GENERAL OBLIGATIONS AND RESPONSIBILITIES

3.01 BID EXCEPTIONS, DEVIATIONS, OR QUALIFIED BIDS. When submitting the Bid, the bidder must not qualify its Bid, take exception to, or deviate from the requirements of the Contract Documents. Any such action on the part of the bidder may result in the Bid being considered non-responsive or not in the best interest of PCCA. Once submitted, the bidder may not change the Bid in any way. If the bidder desires a change in the requirements of the Contract Documents, bidder must submit a request for an addendum before Bids are due as outlined in Section 3.03, "Requests for Addenda," of these General Conditions. The bidder should explain the changes requested and the reasons therefor.

3.02 CONFLICT OF INTEREST. If you (Contractor) contract with or seek to contract with PCCA for the sale or purchase of property, goods, or services, or if you are an agent (Agent) for a Contractor, you must file a completed "Conflict of Interest Questionnaire" (Form CIQ) with PCCA in accordance with Chapter 176 of the Texas Local Government Code. Chapter 176 requires a Contractor or Agent under the circumstances described above to disclose affiliation or business relations that might cause a conflict of interest.

3.03 REQUESTS FOR CLARIFICATIONS. Any bidder who is in doubt as to the meaning of any part of the Contract Documents may submit a written request through the PCCA Procurement website for an interpretation of the part of the Contract Documents in question. The written request must be received at least seven (7) calendar days prior to the date that Bids are to be opened.

Written requests for interpretation received less than seven (7) days before the time set for opening Bids will not be considered unless PCCA determines an addendum to be in its interests; in which case, a posted response will be uploaded on the PCCA Procurement website in response to the late request for an interpretation of the Contract Documents will be sent to the bidders.

Any Addenda may modify or otherwise change the meaning or purpose of any part of the Contract Documents. Such Addenda will be incorporated in and become a part of the

Contract Documents, and Contractor will acknowledge receipt of same in Contractor's Bid. It is Contractor's sole responsibility to ascertain that Contractor has obtained all Addenda prior to the Bid opening.

3.04 CORRESPONDENCE. All correspondence to PCCA will be provided to the attention of the appropriate party as identified in Special Conditions:

Port of Corpus Christi Authority
P. O. Box 1541
Corpus Christi, Texas 78403
Phone: 361/882-5633

3.05 WRITTEN NOTICE. Written notice will be deemed to have been duly served if delivered in person to the individual, to a member of the firm, or to an officer of the corporation for whom it is intended or if delivered at or sent by registered, certified, or express mail service or facsimile or e-mail transmission to the last business address, facsimile number, or e-mail address of the recipient known to the person who gives the notice.

3.06 APPROVED EQUAL. Where component, equipment, or material is specified by brand name and model number, it is not the intention of PCCA to discriminate against an equal or better product of another manufacturer but rather to establish a definite standard of quality or performance and to establish an equal basis for the evaluation of Bids. Materials of different manufacture may be substituted provided prior written approval of PCCA is obtained.

If a bidder wishes to provide an Alternative Item other than that specified in the Contract Documents, a formal written request must be received by PCCA at least seven (7) days prior to the date for opening Bids. As part of the written request, bidder must provide detailed information on the Alternative Item to be considered. PCCA will review the request and advise the bidder of PCCA's decision at least forty-eight (48) hours in advance of the Bid opening. If an Alternative Item is approved, PCCA will issue an addendum to all bidders notifying them of the acceptance of the Alternative Item.

Where the term "equal" or "approved equal" is used in conjunction with specifying a particular brand or model of equipment, system, material, or method, PCCA will have the final authority to determine whether another brand or model is equal and approved for use on the Project.

3.07 TITLES OR REFERENCES. Titles to divisions and paragraphs in these Contract Documents and reference to parts of the Project are used merely for convenience and are not to be taken as segregation of the Work or responsibility. Individual sections or sheets do not necessarily represent the complete Work required for that particular part of the Project. Contractor is ultimately responsible for the complete Project.

All Publications referenced in the Contract Documents (codes, standards, and specifications) will include the latest revisions published by the organization.

Publications referred to are incorporated herein as part of the Contract Documents, and they may be referenced in the Contract Documents by an abbreviated designation.

3.08 AWARD OF CONTRACT. PCCA reserves the right to reject any and all Bids received, to waive minor informalities or irregularities in any Bid, and to accept any Additive, Deductive, Alternate, or Evaluated Bid, or any combination thereof, which is considered by PCCA to be in its best interest.

If a Bid is accepted by PCCA, PCCA will issue a written Notice of Award of Contract to Contractor. This letter will indicate the terms of the Bid that were accepted (*i.e*., Base Bid and any Additive, Deductive, Alternate, or Evaluated Bids) and specify the documents that need to be submitted and executed by Contractor within seven (7) days (see Bid). This letter is not to be confused with the Notice to Proceed described elsewhere in the General Conditions.

3.09 BID PROTEST PROCEDURE. In the event a bidder wishes to protest the Notice of Award of Contract by PCCA, the procedure is as follows:

The bidder wishing to protest the award must submit a written Notice of Intent to Protest. In this notice, the bidder must state the reason for the protest and state all reasons why the award should not be approved. This written notice must be addressed to the Director of Procurement Services, Port of Corpus Christi Authority, P.O. Box 1541, Corpus Christi, Texas 78403, and be received at least five (5) days prior to the date of the meeting of the Port Commission at which award of the contract is scheduled to take place. Bidders failing to submit a notice as specified above may not be afforded an opportunity to appear before the Port Commission regarding award of the contract.

3.10 NOTICE TO PROCEED. Contractor will not begin any Work, order any material, purchase any equipment, or incur any expense until a written Notice to Proceed has been issued by PCCA Authorized Contract Representative for construction of the Project. The date of the Notice to Proceed is the date for the beginning of the Project. The Notice to Proceed will identify the maximum duration of the construction period which will be no longer than that identified in the Bid. No other notice, whether verbal or written, will be interpreted as authorizing Contractor to begin Work or incur costs. The Notice to Proceed is not to be confused with the Notice of Award of Contract described elsewhere in the General Conditions.

3.11 SAFETY AND ENVIRONMENTAL RECORD. As part of its bid, Contractor will furnish PCCA written information concerning any citation, notice of violation or penalty regarding a serious safety or environmental violation by Contractor made by any agency or department of this state or the federal government. This information must include:

A. A general description of the conduct that resulted in the citation, notice of violation or penalty; and
B. The document(s) sent from the agency or department to Contractor that set forth the citation, violation, or penalty.

PCCA may terminate a contract with Contractor if PCCA determines that Contractor failed to give PCCA the information required or misrepresented conduct that resulted in a citation, notice of violation, or penalty. Contractor will be compensated for services performed prior to the termination of the contract.

3.12 CONSTRUCTION DRAWINGS AND TECHNICAL SPECIFICATIONS. PCCA will furnish Contractor access to digital copies of all Project Construction Drawings and Technical Specifications.

Contractor will maintain one (1) set of Contract Documents on which Contractor will neatly record all changes made during the course of construction and the dimensioned locations of utilities encountered that were not located as shown or not previously identified (Contractor's red line markup drawings). These documents will constitute as-built records. PCCA Construction Representative and/or Engineer may inspect these documents and approve their accuracy prior to progress payments. These documents must be kept at Contractor's Project office until the Project is complete and shall be readily available for PCCA Construction Representative and/or Engineer to review at any time upon request. Contractor must deliver these completed as built documents to PCCA within thirty (30) days of Final Acceptance of the Project by PCCA. Retainage will not be released until PCCA has received these documents.

3.13 OWNERSHIP OF CONSTRUCTION DRAWINGS AND TECHNICAL SPECIFICATIONS. All Construction Drawings, Technical Specifications, and copies thereof furnished by PCCA may not be reused by Contractor and, with the exception of the signed Contract Documents, are to be returned to PCCA Construction Representative, upon request, at the completion of the Project.

3.14 ADEQUACY OF DESIGN. PCCA believes it has employed competent engineers and designers to design the Project. Therefore, it is agreed that PCCA is responsible for the adequacy of the design, safety of the structure, and practicability of the operations for the completed Project, provided Contractor has complied with the requirements of the Contract Documents, and all modifications, additions, and alterations thereto approved in writing by PCCA. The burden of proof of such compliance is upon Contractor.

3.15 VALUE ENGINEERING PROPOSALS. After award of the contract, Contractor may submit a Value Engineering Proposal (VEP) to PCCA Construction Representative for consideration of a proposed change to the design shown in the original Contract Documents. The VEP must describe the proposed design change in sufficient detail to permit a thorough evaluation by PCCA Construction Representative and Engineer, explain the benefits of said design change, and state any proposed change in price or time of completion. PCCA Construction Representative and Engineer will review, and PCCA Construction Representative will either approve or disapprove the VEP. The decision of PCCA Construction Representative will be final. All approved VEPs will be formally incorporated into the Contract Documents through a Change Order.

PCCA encourages new and better ways of constructing or repairing its facilities that will reduce construction and/or maintenance costs. All VEPs will be given prompt

consideration. However, VEPs will not be considered during the bidding and bid evaluation phases.

3.16 RIGHT OF ENTRY. PCCA and its agents and representatives may enter any property or location on which the Work is being performed for the purpose of inspecting the Work or for the purpose of doing any other work PCCA may desire, provided such other work does not, in the estimation of PCCA Construction Representative, unduly interfere with the progress of the Project.

PCCA also reserves the right to have other work performed on or adjacent to the Project site by Contractor or any other person or entity PCCA chooses, provided such work does not, in the judgment of PCCA Construction Representative, unduly interfere with the progress of the Project.

3.17 COLLATERAL CONTRACTS. PCCA agrees to provide, by separate agreement or otherwise, all labor and material essential to the completion of work specifically excluded from the Contract Documents but necessary for Project completion so as not to unduly delay the progress of the Project, except where such delays are excused by the Agreement.

3.18 DISCREPANCIES AND OMISSIONS. It is the intent of the Contract Documents that all Work must be done and all material must be provided to furnish a complete Project. In the event of any discrepancies between the separate Contract Documents, the priority of interpretation defined under Section 1.14, "Contract Documents," will govern. In the event there is still any doubt after application of Section 1.14 as to the meaning and intent of any portion of the Contract Documents, PCCA Construction Representative will define which is intended to apply to the Work in question.

Contractor will comply with the following procedure regarding errors and omissions:

A. Contractor will carefully check the Technical Specifications and the Construction Drawings for the Project and promptly report to PCCA Construction Representative any errors or omissions discovered, whereupon written instructions regarding the same will be furnished promptly by PCCA Construction Representative. Contractor shall report issues prior to proceeding with construction that may be affected by the error or omission.

B. If errors or omissions are discovered and reported before the Work to which they pertain is constructed, and, if correction of such errors or omissions causes an increase in Contractor's cost, Contractor will be compensated for such increase in cost as provided in Article 6, "Extra Work and Claims," of these General Conditions.

C. Contractor will correct, at Contractor's expense, any Work affected by any errors and omissions on the Construction Drawings or Technical Specifications that are not discovered or reported by Contractor prior to construction and that, in the opinion of PCCA Construction Representative, could have been discovered by reasonable diligence on the part of Contractor.

3.19 EQUIPMENT, MATERIALS, AND CONSTRUCTION PLANT. Contractor is responsible for the care, storage, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, means of construction, and parts of the Project, whether Contractor has been paid, until the Project is completed and accepted.

3.20 PROTECTION AGAINST ACCIDENTS. Contractor will at all times exercise reasonable precautions for the safety of employees and others on or near the Project site and must comply with the Code of Federal Regulations Title 29, Part 1910 Occupational Safety and Health Standards, all applicable federal, state, and local laws and building and construction codes. All machinery and equipment and other physical hazards must be guarded in accordance with the Code of Federal Regulations Title 29, Part 1910, Occupational Safety and Health Standards, Subpart O Machinery and Machine Guarding, except where incompatible with federal, state, or local laws or regulations. Contractor will provide machinery guards, walkways, ladders, bridges, gangplanks, and other safety devices. Contractor will also comply with any applicable safety rules of PCCA. The safety precautions actually taken and their adequacy are the sole responsibility of Contractor, acting as an independent contractor. All accidents or injuries on the Project involving property damage in excess of $1,000.00 or injury requiring hospitalization or resulting in death must be reported immediately to PCCA.

3.21 PERFORMANCE AND PAYMENT BONDS. Unless otherwise specified, Contractor and Contractor's corporate surety will execute separate Performance and Payment Bonds, each in the sum of 100% of the "accepted contract price" stated in the Agreement, on forms approved by PCCA, guaranteeing performance of the Work and the fulfillment of any required guarantees and further guaranteeing payment to all persons supplying labor and material or furnishing any equipment in the performance of the Agreement; the Agreement will not be in effect until such Performance and Payment Bonds are delivered to and approved by PCCA. However, if the Agreement amount is less than $50,000.00, no Payment or Performance Bond will be required, and no progress payments will be made. If the contract price is greater than $50,000.00, both Payment and Performance Bonds are required.

If the total value of the Agreement price is increased more than 10% or $10,000.00 (whichever is more) during the course of the Project, Contractor must increase the amount of the Performance and Payment Bonds to reflect the increased amount of the "accepted contract price" stated in the Agreement and provide written evidence of same to PCCA. Any increase in bond costs will be included in the cost for the additional Work. No separate payment will be made to Contractor.

Unless otherwise approved in writing by PCCA, the corporate surety company underwriting the bonds must be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States. Bonds must be countersigned by a Texas insurance agent of the corporate surety approved by the state of Texas to represent that company. No bond will be accepted by PCCA from any corporate surety who is now in default or delinquent on any bonds securing, or who has an interest in any litigation against, PCCA.

Unless otherwise specified, the cost of the premium for the Performance and Payment Bonds will be included in Contractor's Bid.

3.22 LOSSES FROM NATURAL CAUSES. Subject to General Conditions Section 4.07, all losses or damage to Contractor arising out of the Work from the action of the elements, from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties that may be encountered in the prosecution of the Work will be sustained and borne by Contractor.

3.23 PROTECTION OF EXISTING EQUIPMENT, STRUCTURES, AND UTILITIES. Utility locations have not been field verified. Prior to construction, it will be Contractor's responsibility to verify the location and condition of existing equipment, structures and utilities through the Texas 811 and Lone Star (1-800-669-8344) process (at a minimum). Should damage occur to any existing equipment, structures, or utilities, Contractor will contact PCCA Construction Representative immediately. All repairs will be at Contractor's expense.

The Construction Drawings show the locations of all known surface structures pertinent to the Work. PCCA, however, does not guarantee the location of underground or underwater obstructions, such as existing water, sewer, storm sewer, gas, electrical lines, pipelines, piling, debris, or partial structures. It is assumed that, as elsewhere stated, Contractor has thoroughly inspected the Project site, is informed as to the correct location and condition of surface structures, has allowed for the cost of Project Work incidental to the same, and has considered and allowed for all foreseeable incidental Work due to variable subsurface conditions, whether such conditions and such Work are fully and properly described on the Construction Drawings or not. Minor changes and variations of the Work must be expected by Contractor and allowed for as incidental to the satisfactory completion of a whole and functioning Project.

3.24 PROTECTION OF ADJOINING PROPERTIES AND FACILITIES. Contractor will maintain sufficient clearance between Contractor's equipment and existing structures or adjacent property, or portions thereof, and utilize precautionary devices such as buoys or other means as necessary to protect adjoining property or facilities from damage. Should Contractor's equipment come in contact with and damage any portion of these structures or facilities, repairs to, or replacement of, the damage will be made by Contractor to the satisfaction of PCCA Construction Representative at no cost to PCCA. **Contractor will defend, indemnify, reimburse, and hold harmless PCCA and Engineer from all Claims for damage due to any injury, loss, or damage to any property or facility adjacent to or adjoining the Project site arising or growing out of the performance of the Agreement; but such indemnity will not apply to any Claim arising out of the mere existence or character of the Project.**

3.25 SMOKING POLICY. PCCA Construction Representative will decide if and where smoking will be allowed at the Project site. In general, smoking is <u>not</u> allowed at any of PCCA's oil docks, the Grain Elevator, the Gulf Compress–La Quinta Division, or within the confines of a building or storage structure. Contractor can, with approval from PCCA

Construction Representative, designate an area where smoking will be permitted. Contractor will place and maintain suitable fire extinguishers at all designated smoking areas. Contractor will provide and maintain cigarette disposal areas and/or containers.

3.26 MISPLACED MATERIAL. Should Contractor, during the progress of construction, lose, dump, throw overboard, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of PCCA Construction Representative may be dangerous to, interfere with, or obstruct navigation, Contractor will, upon reasonable notice from PCCA, recover and remove the same with the utmost dispatch. Contractor will give immediate notice of such obstructions to mariners and others, with description and location of such obstructions, until the same are removed. Should Contractor refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by PCCA, and the cost of such removal may be deducted from any moneys due or to become due Contractor from PCCA or may be recovered by PCCA under Contractor's Performance Bond.

3.27 SIGNAL LIGHTS. Contractors performing work upon the navigable waters of the United States will display signal lights and conduct their operations in accordance with the General Regulations of the U.S. Department of the Army and the U.S. Coast Guard governing lights and day signals as set forth in Commandant U.S. Coast Guard Instruction M16672.2, Navigation Rules: International–Inland or the International or Inland Rules of the Road stated in 33 Code of Federal Regulations as applicable.

3.28 CHANNEL TRAFFIC. Traffic in the Corpus Christi Ship Channel consists of seagoing vessels, ships, tankers, cargo vessels, small boats of various sizes, tugs, and tows consisting of one or more barges. Contractor is informed that channel traffic may interfere with construction to some extent, and allowances for this must be included in Contractor's Bid.

Contractor will be required to conduct the Work in such a manner so as not to obstruct navigation. If Contractor's Work does obstruct the channel and makes traffic movement difficult or endangers the passage of vessels, Contractor will, upon notice from PCCA Construction Representative or Harbormaster, promptly move Contractor's equipment out of the way on the approach of any vessel to the extent necessary to afford a safe passage. Contractor is encouraged to contact the Harbormaster (361/882-1773) prior to bidding and become familiar with the conditions to be expected. Upon completion of the Project, Contractor will promptly remove Contractor's equipment including ranges, buoys, piles, other markers, or temporary structures placed by Contractor. If Contractor does not remove the same within a reasonable time, PCCA may remove the equipment and dispose of it.

3.29 PHYSICAL DATA. The information furnished below is for Contractor's review. However, it is expressly understood that PCCA will not be responsible for any interpretation or conclusion drawn therefrom by Contractor. Neither will PCCA be responsible for any lack of information herein pertaining to physical conditions of the Project site. Contractor will make every possible effort to familiarize himself with and research the conditions to be expected at the Project site. This section does not apply to

subsurface or otherwise concealed physical conditions that differ materially from those discoverable by the Contractor as provided in Section 4.07 DIFFERING SITE CONDITIONS.

A. Tidal Conditions: Under ordinary conditions, the mean monthly tidal range is about one and one-half (1½) feet. The height of the tide is largely dependent on the force, direction, and duration of the wind. Strong northerly winds may depress the water surface as much as, and in some instances more than, three (3) feet below mean sea level; while southeasterly winds may raise the water surface as much as, and in some instances more than, three (3) feet above mean sea level.

B. Contractor is notified that construction may occur at or adjacent to active, existing marine and waterfront facilities.

3.30 PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN, AND FURNISHERS OF MACHINERY, EQUIPMENT, AND SUPPLIES. **Contractor will defend, indemnify, reimburse, and hold harmless PCCA and Engineer from all Claims arising out of the Work or labor performed or materials supplied to or for the benefit of the Project by Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the performance of the Agreement.** When requested by PCCA, Contractor will furnish satisfactory evidence that all obligations of the nature hereinabove described have been paid, discharged, or waived. If Contractor fails to do so, then PCCA may at the option of PCCA either pay directly any such unpaid bills of which PCCA has written notice or withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such Claims until satisfactory evidence is furnished that all such liabilities have been fully discharged, whereupon payments to Contractor will be resumed in full in accordance with the terms of the Contract Documents; but in no event will the provisions of this sentence be construed to impose any obligation of any kind upon PCCA to either Contractor, Contractor's corporate surety, or Contractor's Subcontractors, materialmen, and laborers.

3.31 PROTECTION AGAINST ROYALTIES OR PATENTED INVENTIONS. Contractor will pay all royalties and license fees and will provide for the use of any design, device, material, or process covered by letters of patent or copyright by suitable legal agreement with the patentee or PCCA. **Contractor will defend all suits or Claims for infringement of any patent rights or copyrights and will defend, indemnify, reimburse, and hold harmless PCCA and Engineer from any loss on account thereof, except that PCCA will defend such suits and Claims and will be responsible for such loss when a particular design, device, material, or process or the product of a particular manufacturer or manufacturers is specified or required by PCCA, provided, however, if choice of alternate design, device, material, or process is allowed to Contractor, then Contractor will defend, indemnify, reimburse, and hold harmless PCCA and Engineer from any loss or damage on account thereof.**

3.32 LAWS AND ORDINANCES. **Contractor will be responsible for familiarizing themselves with and will at all times observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect Contractor or**

**the Project and will defend, indemnify, reimburse, and hold harmless PCCA and Engineer against any Claims arising from the alleged violation of any such laws, ordinances, or regulations, whether by Contractor or Contractor's Subcontractors, agents, or employees.**

During the performance of the Agreement, Contractor must comply with all applicable federal, state or local laws or regulations including, but not limited to, those federal, state or local laws or regulations. If Contractor observes that the Construction Drawings and Technical Specifications violate any laws, ordinances, or regulations, Contractor must promptly notify PCCA Construction Representative in writing, and any necessary changes will be made in accordance with the terms of the Contract Documents. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, or regulations, and without notice to PCCA Construction Representative, Contractor will bear all costs to Contractor or PCCA arising therefrom.

In addition, if by federal rule or regulation, Contractor or Subcontractor is required to do so, Contractor will maintain records required by Title VII of the Civil Rights Act of 1964 and will annually file Standard Form 100, latest revision, Employer Information Report EEO-1, and Contractor will require that Contractor's Subcontractors who are required by law to do so will maintain the said records and will annually file the said EEO-1.

PCCA is a body politic and a political subdivision of the state of Texas; and the law from which PCCA derives its powers, insofar as the same regulates the object for which or the manner in which the conditions under which PCCA may enter into or perform an Agreement, will be controlling and will be considered as part of these Contract Documents to the same effect as though embodied herein.

3.33 TAXES. In accordance with the Texas Tax Code, tangible personal property purchased by Contractor for use in the performance of this contract for PCCA for improvements to real property is exempt from sales tax if the tangible personal property is incorporated into realty in the performance of the Agreement. Also, the purchase of tangible personal property other than machinery or equipment and its accessories and repair and replacement parts for use in the performance of a contract for PCCA for an improvement to realty is exempt from sales tax if this tangible personal property is *(a)* necessary and essential for the performance of the contract and *(b)* completely consumed at the Project site. However, Contractor is not exempt from sales taxes for the lease or rental of tangible personal property used in the performance of such contract.

Further, the purchase of a tangible service for use in the performance of the Agreement is exempt from sales tax if the service is performed at the Project site and if *(a)* the Agreement expressly requires the specific service to be provided or purchased by Contractor performing the Agreement or *(b)* the service is integral to the performance of the Agreement. Contractor is liable for payment of all other taxes, such as unemployment and other contributions based on wages. Contractor is solely responsible for the final determination and payment of all sales or use taxes due and payable under state law.

3.34 ASSIGNMENT AND SUBLETTING. Contractor or the Principal Officers of Contractor will retain personal control of, and will give personal attention to, the performance of the Agreement and will not assign, by power of attorney or otherwise, nor sublet the Agreement without the prior written consent of PCCA; and no part or feature of the Work will be sublet to anyone objectionable to Engineer or PCCA. Subletting by Contractor of any portion or feature of the Work or materials required by the performance of the Agreement will not relieve Contractor from Contractor's obligations to PCCA as provided by the Contract Documents.

Should the Contractor or the Principal Officers of Contractor sell all or a majority interest in the company, Contractor will notify PCCA Construction Representative of the sale within 10 business days and provide names, addresses, and phone numbers for the Principal Officers of the new owner.

**3.35 INDEMNIFICATION AND RELEASE. Contractor hereby releases and discharges PCCA and its agents, servants, PCCA representatives, employees, Engineer, and Port Commissioners from liability for and assumes the risk of loss or damage to the property of Contractor and the injury or death of any person employed by Contractor. Contractor will defend, indemnify and hold harmless PCCA from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actins, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death or property damage, made upon PCCA directly or indirectly arising out of, resulting from, or related to Contractor's activities under this Agreement, including any acts or omissions of Contractor, or any agent, officer, director, representative, employee, consultant or the Subcontractor of Contractor, and their respective officers, agents, employees, directors and representatives (collectively, "Contractor Parties") while in the exercise of performance of the rights or duties under this Agreement (each an "Indemnified Claim"), even if the Indemnified Claim is caused by the joint, concurrent, or comparative negligence of PCCA; provided, however, to the extent an Indemnified Claim arises out of the joint, concurrent, or comparative negligence of the Contractor and PCCA, then Contractor's obligation to PCCA will only extend to the percentage of the total responsibility of the Contractor Parties in contributing to such Indemnified Claim.**

**Except as otherwise expressly limited herein, it is the intent of the parties hereto that all indemnity obligations and liabilities assumed under the terms of the Agreement be without monetary limit and without regard to the cause or causes thereof. The indemnity contained in this section applies without limitation to any violation of any environmental law or regulation in effect during the term of the Agreement, including any extensions and any and all matters arising out of any act, omission, event, or circumstance existing or occurring during the term of the Agreement or any extension thereof, including without limitation the presence on the Project site or release from the Project site of hazardous substances or solid waste disposed of or otherwise released prior to the date on the Certificate of Final Acceptance, regardless of whether the act, omission, event, or circumstance constituted a violation of any environmental law or regulation at the time of its existence or occurrence.**

**The terms "hazardous substance" and "release" will have the meaning specified in CERCLA, and the terms "solid waste" and "disposal" will have the meaning specified in RCRA, and in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning will apply subsequent to the effective date of such amendment. Provided, however, to the extent that the laws of the state of Texas establish a meaning for "hazardous substance," "release," "solid waste," or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning will apply.**

**3.35.1 Contractor shall protect and indemnify the PCCA from and against all claims, damages, judgments and losses arising from infringement or alleged infringement of any United States patent, or copyright that arise out of any of the work performed by the Contractor or the use by Contractor, or by PCCA at the direction of Contractor, of any article or material. Upon becoming aware of a suit or threat of suit for patent or copyright infringement, PCCA shall promptly notify Contractor and Contractor shall be given full opportunity to negotiate a settlement. Contractor does not warrant against infringement by reason of PCCA's or Engineer's design of articles or their use in combination with other materials or in the operation of any process. In the event of litigation, PCCA agrees to cooperate reasonably with Contractor and parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.**

3.35.2 The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

3.35.3 Contractor shall promptly advise PCCA in writing of any claim or demand against PCCA or against Contractor which involves PCCA and known to Contractor and related to or arising out of Contractor's activities under this Agreement.

3.35.4 These indemnity provisions shall survive the termination of this Agreement regardless of the reason for termination.

3.36 INSURANCE. Contractor, at Contractor's expense, must purchase, maintain, and keep in force such insurance as will protect Contractor from Claims that may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by Contractor, by any Subcontractor, by anyone directly or indirectly employed by Contractor or Contractor's Subcontractor, or by anyone for whose acts Contractor or Contractor's Subcontractor may be liable. Contractor's failure to comply with any of these insurance provisions is a breach of the Agreement by Contractor which entitles PCCA to declare the Agreement void if Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from PCCA.

Contractor will not commence Work under the Agreement until Contractor has obtained all the insurance required in this subsection and certificates of such insurance have been filed with the Texas Insurance Commission and must be reasonably acceptable in their content, to PCCA. All required insurance coverages must be purchased from insurance

carriers with an A. M. Best rating of A-VI or better. Approval of the insurance by PCCA will not relieve, decrease, or otherwise affect the liability of Contractor.

Unless otherwise specified in the Special Conditions, Contractor, without limiting the indemnity obligations or liabilities of Contractor or its insurers and before commencing any material activities, Contractor shall procure and maintain the policies of insurance identified below, at its sole expense during the Term of this Agreement, in at least the minimum amounts specified below:

| | Type of Coverage | Limits of Liability |
|---|---|---|
| A. | Workers' Compensation<br>Contractor will retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter. | Statutory |
| B. | Employer's Liability | $1,000,000 Each Accident<br>$1,000,000 Policy limit for Disease<br>$1,000,000 Ea Employee for Disease |
| C. | Commercial General Liability<br>(Occurrence including Products and Completed Operations)<br>Such policy will provide coverage by endorsement, or otherwise, of contractual liability at the aforementioned limits. | $1,000,000 (Any One Occurrence)<br>$2,000,000 (Aggregate, Per Project) |
| D. | Business Automobile Liability<br>Automobile liability coverage will include <u>all</u> owned, non-owned, and hired vehicles. | $1,000,000 (CSL, Each Accident) |

E. Builder's Risk Insurance: During the term of the contract, Contractor will obtain and maintain in force Builder's Risk insurance in an amount equal at all times to 100% of the completed value of the Project against all risks of physical loss including flood and earthquake and/or damage (subject to normal policy exclusions) to all buildings, structures, machinery and equipment, materials, and real property to be incorporated into and forming part of the Project, whether or not such buildings, structures, machinery and equipment, materials, or real property will have been supplied or made available to Contractor or Contractor's Subcontractors by PCCA. The Builder's Risk policy will be endorsed to include Contractor, all Contractor's Subcontractors and suppliers, and PCCA as "additional insureds." In addition, the policy will include a waiver of subrogation endorsement in favor of PCCA.

F. U. S. Longshore and Harbor Workers' Insurance: Contractor will provide and maintain insurance in the statutory amount in compliance with the United States Longshore and Harbor Workers' Act and provide proof of such insurance per subsection 3.36.1 of these General Conditions.

G. Maritime Employers Liability Insurance: Any employee who may fall under the Death on High Seas Act, Jones Act, or any other federal or state acts relating to maritime employment must be covered by Maritime Employers Liability Insurance of not less than $1,000,000. Such coverage will include, but not be limited to, transportation, wages, maintenance and cure, as well as any other liabilities arising under such maritime employment. Proof of such coverage must be provided per subsection 3.36.1 of these General Conditions.

H. Railroad Protective Coverage: If Contractor's General Liability and Umbrella policies contain an exclusion for coverage within 50 feet of a railroad, Contractor must provide one of the following:

1. A deletion of the railroad coverage exclusion in the General Liability and Umbrella policies and written confirmation from each insurance provider of coverage for all operations performed within 50 feet of a railroad; or

2. Railroad Protective Liability coverage in the amount of $1,000,000 and an excess coverage policy with a minimum limit of $5,000,000 naming PCCA or other railroad entity as first named insured for both policies (in addition to the standard General Liability and Umbrella policies).

I. Pollution Legal Liability Coverage: Contractor will provide a Claims Made Pollution Liability Policy in the amount of $5,000,000. Coverage will include bodily injury, property damage, cleanup, and contingent off-site disposal.

J. Umbrella Liability Coverage: Contractor will provide umbrella liability coverage with a minimum limit of $5,000,000 in excess of all required liability coverage in subsections B, C, D, G and I in this section unless otherwise specified in the Special Conditions.

K. Protection & Indemnity Insurance (P&I) $5,000,000 Per Occurrence

Should any of the work require marine operations, the subcontractor(s) shall provide Protection & Indemnity insurance with respect to bodily injury and/or property damage arising from marine operations. The Authority Parties shall be designated as additional insured either by a blanket additional insured or a specific endorsement.

Without limiting any of the other obligations or liabilities of Contractor, Contractor 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 including the required provisions and additional policy conditions as shown herein and in Section 3.36 of the General Conditions. As an alternative, Contractor may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Contractor's certificate of insurance shall note in such event that Subcontractors are included as additional insureds, and that Contractor agrees to provide workers' compensation for Subcontractors and their employees. Contractor shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Contractor 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.

3.36.1 CERTIFICATE OF INSURANCE. PCCA shall be furnished to PCCA prior to the commencement of any Work on the Project by Contractor, as proof of the insurance required of Contractor and Contractor's subcontractors, a certificate or certificates of insurance (and the endorsements required in this paragraph shall be attached to the certificate or certificates of the insurance), and must be approved by, and on file with, the Texas Insurance Commission, and must be reasonably acceptable in their content, to PCCA. Each of the Policies will be endorsed to *(a)* except for the Workers' Compensation, Employer's Liability insurance, USL&H and Maritime Employers Liability, name PCCA, its Port Commissioners, officers, officials, employees and agents as an additional insured *(b)* provide that it will not be suspended, voided, canceled or reduced in coverage or limits without thirty (30) days' prior written notice to PCCA and *(c)* provide that notwithstanding any language in any policy of insurance held by PCCA ("PCCA Insurance") to the effect that the PCCA Insurance is primary, the Policies held by Contractor and Contractor's subcontractors are primary coverage and the PCCA Insurance is non-contributory so that PCCA Insurance will not share with the Policies. The deductible or self-insured retention for each of the Policies must be stated in the certificate of insurance provided to PCCA if either exceeds $50,000; and, in such event, PCCA may decline to approve Contractor's Agreement without any liability to Contractor. Prior to commencing Work on the Project, PCCA may require Contractor to provide PCCA a true copy of each of the Policies required in the Contract Documents, including all endorsements on each policy.

**3.36.2 WAIVER OF SUBROGATION. Contractor waives every claim which arises or may arise in its favor against PCCA during the term of the Agreement or any renewal or extension thereof for any and all claims against it, or for loss of, or damage to, any of its property located within or upon, or constituting a part of, the Project, covered by applicable insurance policies, to the extent that such claim, loss or damage is covered or recoverable under said insurance policies. Said waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in the Agreement with respect to any loss of or damage to property of the parties hereto. Under all applicable coverages, Contractor will provide a Waiver of Subrogation endorsement in favor of PCCA. Contractor agrees to immediately give to each insurance company which has issued to it policies of insurance applicable to provisions of the Agreement written notice of the terms of the waiver set forth in this Section, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver; and Contractor will provide to PCCA a copy of said endorsement or endorsements or evidence that such endorsement is not necessary to prevent the invalidation of the insurance coverage by reason of such waiver.**

3.36.3 WORKERS' COMPENSATION INSURANCE COVERAGE.

A. Contractor will notify PCCA in writing by certified mail or personal delivery within ten (10) days after Contractor knew or should have known of any change that materially affects the provision of coverage of any person providing services on the Project.

B. Contractor will post on each Project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.

3.37 SCHEDULE. Contractor must schedule Contractor's Work in close conjunction with PCCA and adhere to any specific schedule requirements/restrictions found in the Special Conditions. In addition, Contractor will comply with the following:

A. Contractor must begin physical work on the Project within ten (10) days of the date of the written Notice to Proceed.

B. To ensure that the entire Project will be substantially complete as described in Section 1.43, "Substantial Completion," and Section 5.07, "Notice of Substantial Completion," within the number of Calendar Days stated in the Bid, Contractor will provide a detailed construction schedule to PCCA Construction Representative for approval prior to beginning construction. The proposed schedule will be submitted in writing accompanied by charts and Construction Drawings necessary to fully explain the schedule.

C. At such times as may be required by PCCA Construction Representative, Contractor will submit updated schedules showing the order in which Contractor proposes to carry out the Work with dates at which Contractor will start the several parts of the Work and estimated dates of completion of the several parts.

3.38 DAMAGES FOR DELAY. If the Special Conditions provide for payment of additional compensation for early completion or liquidated damages for delay in completion, this section will apply to the Agreement.

The "required completion time" will be the time for completion specified in the Agreement plus any additional time allowed in accordance with Section 4.02, "Extension of Time," of these General Conditions.

If the Work is not substantially completed within the required completion time, Contractor is obligated to pay PCCA damages at the rate per day stated in the Agreement, which amount will be considered liquidated damages and not a penalty, for each Calendar Day required to substantially complete the Work after the required completion time. Such amount is specifically agreed upon in advance as the measure of damage to PCCA by reason of the delay in completion of the Work, and Contractor agrees to accept a reduction in the accepted Agreement price in the amount of the liquidated damages. If the Work is substantially completed in less than the required completion time and the Special Conditions provide for early completion compensation, PCCA will pay Contractor additional compensation at the rate per day stated in the Agreement for each Calendar Day between the date of Substantial Completion and the required completion

date. Contractor will be notified of any such reduction or increase in the contract price in the Notice of Substantial Completion.

3.39 LIQUIDATED DAMAGES. Unless specified otherwise in the Special Conditions, liquidated damages of $1,000 will be assessed against Contractor for each Calendar Day beyond the required completion time that the Project is not substantially complete. Unless stated in the Special Conditions, there is no provision for early completion compensation.

3.40 PERMITS. As stipulated in City of Corpus Christi City Ordinance 6614, industrial or port-related projects on PCCA property within City of Corpus Christ City limits are not subject to the platting requirements of the City of Corpus Christi (City) building code/permit ordinances, nor fees, inspections, and plan reviews. Industrial or port-related projects are defined as those Project sites inaccessible to the general public and under the supervision of PCCA. Those projects accessible to the general public, such as office buildings, restrooms, warehouses, *etc*., and not related to the manufacturing or testing of equipment or operations are not exempt from permitting and inspection by the City. Exemption from City permitting, and inspection should not be construed as a waiver of any requirement of City building, electrical, mechanical, or plumbing codes or other applicable ordinances; Contractor will fully comply with the requirements of all such codes.

Unless specified otherwise in the Special Conditions, Contractor will obtain and pay for all permits (except Corps of Engineers' permits) and licenses necessary for the prosecution of the Work.

## ARTICLE 4
## PROSECUTION AND PROGRESS

4.01 TIME AND ORDER OF COMPLETION. Unless specifically provided otherwise in the Contract Documents, it is the meaning and intent of the Agreement that Contractor will be allowed to prosecute Contractor's Work at such times and seasons, in such order of precedence, and in such manner as will be most conducive to economy of construction, provided, however, that the time and order of prosecution will be such that the Work will be substantially completed, in part and as a whole, in accordance with the Agreement, the Construction Drawings and the Technical Specifications, and within the time of completion designated in the Bid, and, also provided, that when PCCA is having other work done, either by agreement or by PCCA's employees, PCCA Construction Representative may direct the time and manner of the Work to be done under the Agreement so that conflict will be avoided and the construction of the various projects being done for PCCA will be harmonized. Contractor will cooperate with others working on the Project site and arrange Contractor's Work to cause the least possible interference with the work of others; and Contractor will not obstruct, delay, or endanger the work of such others.

4.02 EXTENSION OF TIME. Should Contractor be delayed in the completion of the Work by any act or negligence of PCCA or Engineer, of any employee of either, or by contractors employed by PCCA, by changes ordered in the Work, by strikes, lockouts,

fires, and unusual delays by common carriers, by unavoidable cause or causes beyond Contractor's control (other than normal weather delays); or by any cause which, in PCCA Construction Representative's sole discretion, justifies the delay, then PCCA Construction Representative will determine an extension of time to be allowed for completing the Work, provided Contractor gives PCCA Construction Representative notice in writing of the duration and cause of delay promptly upon discovering that such delay may occur. Any extension of time for completing the Work will be set forth in a written Change Order. There will be no extension of time allowed under this Agreement for delays due to inclement weather conditions—*i.e.*, rain, wind, cold, or heat. Contractor will anticipate and include sufficient time, equipment, and personnel in Contractor's Bid to account for lost production days due to inclement weather conditions.

4.03 OZONE ACTION DAYS. Maintaining Corpus Christi's air quality attainment status is of prime importance to PCCA. In order to keep emissions or generation of ozone precursors such as volatile organic compounds (VOCs) and oxides of nitrogen (NOx) to a minimum, all Contractors and Subcontractors working on PCCA projects are requested to adhere to the following recommendations at all times.

A. Properly maintain all construction equipment and keep tires properly inflated to promote fuel efficiency.

B. Encourage carpooling of employees to and from the Project site.

C. Eliminate idling of vehicles or equipment.

D. Minimize vehicle trips as much as possible.

E. Limit the use of internal combustion engines (ICEs) driven by gasoline or diesel, such as generators, compressors, welders, and other gas-operated small equipment.

F. Use clean burning fuels (*e.g.*, compressed natural gas, propane, low reid vapor pressure gasoline, reformulated gasoline, and low emissions high performance diesel, *etc.*) for on- and off-road vehicles and equipment.

On days when the Texas Commission on Environmental Quality issues an ozone alert (via the City), PCCA Construction Representative may require that Contractor either stop all operations or discontinue certain activities that lead to formation of ozone until the ozone alert is over. No additional moneys will be paid to Contractor for this interruption of the Work. However, PCCA Construction Representative will grant Contractor an extension of time (day for day) for this delay. The following activities must be severely curtailed or stopped during ozone action days:

A. Fueling of equipment between the hours of 7:00 a.m. and 6:00 p.m.

B. Sandblasting and painting activities.

C. Use of solvents and varnishes.

D. Excessive use of ICE-powered vehicles and equipment that do not use clean-burning fuels.

E. Idling of vehicles or equipment.

4.04 HINDRANCES AND DELAYS. Subject to Sections 4.02 and Section 4.07, no Claim by Contractor will be allowed for damages resulting from hindrances or delays in the progress of any portion of the Work, regardless of the cause of any such delay. However, this provision does not apply where PCCA Construction Representative orders the Work stopped for reasons not attributable to Contractor.

4.05 SUSPENSION OF WORK. PCCA Construction Representative has the authority, in their sole judgment, to suspend the Work, wholly or in part, for any period of time PCCA Construction Representative considers necessary. PCCA Construction Representative will notify Contractor in writing of such suspension and reasons therefor and the date on which Work will be resumed. Contractor will resume the Work on the date so fixed. Time accrued during the suspension will not count against the allowable Calendar Days on the job. Cost to Contractor for such suspension will be negotiated by Contractor and PCCA. This provision only applies when PCCA suspends Work for PCCA's benefit. PCCA may also suspend Work for Substandard Performance by Contractor. In such case, no additional compensation or time will be allowed.

4.06 TERMINATION OF AGREEMENT. PCCA Authorized Contract Representative has the authority to terminate part or all of the Project at any point in the Project by written notice to Contractor given at least twenty-four (24) hours in advance. This notice of termination will state the reasons therefore, the part of the Work on the Project to be terminated, and the effective date of termination. Contractor will cease work on the part of the Project on which the Work is terminated on the effective date of the termination but will continue to prosecute any remaining Work on the Project that is not terminated.

When a part or all of the Agreement is terminated, PCCA will pay Contractor only for services performed and obligations incurred prior to the effective date of termination and for such additional amounts directly related to the Work performed by Contractor in terminating the Work, provided said Work was authorized in advance by PCCA Construction Representative. The value of such Work will be determined by using (in order of priority) *(a)* the values stated in the Bid, *(b)* payment or bid breakdown forms, *(c)* recent progress payments, *(d)* actual costs as shown by receipted bills, or *(e)* actual cost records of Contractor.

PCCA's sole liability to Contractor for termination under this section will be determined in accordance with this section; and PCCA will not be liable for any other damages, whether direct, indirect, or consequential, including without limitation, loss of anticipated profits of Contractor or Contractor's suppliers or Subcontractors. If a termination notice is given to Contractor, Contractor will assist PCCA and make a good-faith effort to terminate existing supplier and Subcontractor agreements, seek credit for return of materials already ordered or received, and credit PCCA for any such sums received.

Termination of the Agreement as stated above will not relieve Contractor or Contractor's corporate surety of the responsibility of replacing defective Work as required by the Agreement, or of payment to suppliers, materialmen, Subcontractors, and workmen.

4.07 DIFFERING SITE CONDITIONS: If Contractor encounters conditions at the Project site that amount to:

A. subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or otherwise discoverable by the Contractor from the Contract Documents or a review of the Project Site and the surrounding area; or

B. unknown physical conditions of an unusual nature, which conditions differ materially from those originally found to exist at the Project site and from those normally expected to be inherent in construction activities of the character provided for in the Contract Documents;

then the Contractor shall give written notice to PCCA Construction Representative promptly before such conditions are disturbed and in no event later than five (5) calendar days after first observing such conditions. If Contractor believes it is entitled to additional compensation (whether as an adjustment to the Contract Price, damages, or otherwise), additional time (whether as an adjustment to Contract Time, relief from its obligation to perform within the Contract Time, or otherwise), or both as a result of such condition, it shall state the basis for the entitlement and the amount of the addition in such Claim notice. Any such Claim not timely made by the Contractor shall be deemed waived by the Contractor. Any revised consideration is to be determined by agreement between the parties or, if agreement cannot be reached, by the terms of the General Conditions, Article 6, "Extra Work and Claims."

## ARTICLE 5
## MEASUREMENT AND PAYMENT

5.01 QUANTITIES AND MEASUREMENTS. Actual measured or computed length, area, solid content, number, and weight only will be considered, unless otherwise specifically provided. No extra or customary measurements of any kind will be allowed.

5.02 ESTIMATED QUANTITIES. The Contract Documents, including the Technical Specifications, Construction Drawings, and Bid Breakdown Sheet, are intended to set forth all Work to be done and material to be furnished hereunder. Where estimated quantities are shown for the various classes of Work to be done and material to be furnished under the Agreement, they are approximate and are to be used only as a basis for estimating the probable cost of the Work and for comparing the Bids offered for the Work. It is understood and agreed that the actual amount of the Work to be done and material to be furnished under the Agreement may differ somewhat from these estimates and, subject to the limitations set forth in this subsection, where the basis for payment under the Agreement is the unit price method, payment will be for the actual amount of such Work done and material furnished.

Where payment is based upon the unit price method, Contractor agrees that Contractor will make no Claim for damages, anticipated profits, or otherwise on account of any differences which may be found between the quantities of Work actually done, the

material actually furnished under the Agreement, and the estimated quantities contemplated and contained in the Bid. However, in cases where the actual quantity of any major item exceeds the estimated quantity by more than twenty-five percent (25%), PCCA, upon written demand, will be entitled to a lower unit price on that portion of the Work more than twenty-five percent (25%) above the estimated quantity. Furthermore, in cases where the actual quantity of any major item is less than eighty-two percent (82%) of the estimated quantity, Contractor, upon written demand, will be entitled to a greater unit price on the portion of the Work below eighty-two percent (82%) of the estimated quantity.

Where payment is based upon the lump sum price method, Contractor agrees that Contractor will make no Claim for damages, anticipated profits, or otherwise on account of any differences which may be found between the quantities of Work actually done, the material actually furnished under the Agreement, and the estimated quantities contemplated and contained in the Bid. However, in cases where the actual quantity of any major item varies from the estimated quantity by more than ten percent (10%), the contract amount will be modified, up or down, by the quantity under or over the 10% variation multiplied by the unit price proposed in the Bid Breakdown. Furthermore, in cases where the actual quantity of any major item is less than eighty-two percent (82%) of the estimated quantity, Contractor, upon written demand, will be entitled to a greater unit price on the portion of the Work below eighty-two percent (82%) of the estimated quantity.

A "major item" is any individual bid item included in the Bid that has a total cost equal to or greater than five percent (5%) of the total Agreement cost, computed on the basis of the Bid quantities and the Agreement unit prices.

Any revised consideration is to be determined by agreement between the parties or, if agreement cannot be reached, by the terms of the General Conditions, Article 6, "Extra Work and Claims."

5.03 CHANGES IN QUANTITY. Where the Bid identifies a price for changes in quantities of the Work in an otherwise lump sum contract, such as a unit price for increases or decreases in a certain type of Work, Section 5.02, "Estimated Quantities," will apply, regardless of whether or not it is a major item.

5.04 PRICE OF WORK. In consideration of the furnishing of all the necessary labor, equipment, and materials and the completion of all Work by Contractor, upon the completion of all Work and the delivery of all material in conformity with the Contract Documents, PCCA agrees, subject to the terms of the Contract Documents, to pay Contractor the prices set forth in the Bid hereto attached, which has been made a part of the Agreement. Contractor hereby agrees to receive such payment for furnishing all material and labor, for expenses incurred by Contractor, and for performing the Work in the manner provided in the Contract Documents.

5.05 PROGRESS PAYMENTS AND RETAINAGE. On or before the tenth ($10^{th}$) day of each month that Work is performed, Contractor will prepare and submit to PCCA Construction Representative for approval or modification an application for payment containing a

statement setting forth the total value of the Work done by Contractor up to and including the last day of the preceding month. Said statement will also include the value of all materials delivered on the Project site that are to be incorporated into the Project and should separately state any request for payment for materials or equipment fabricated but not delivered to the Project site. Within thirty (30) days of receipt, PCCA will remit payment for payment applications (sometimes referred to herein as progress payments) that have been approved by PCCA Construction Representative in accordance with Section 2.03, "Payments for Work."

Payment for materials or equipment fabricated in accordance with the Construction Drawings and Technical Specifications but not yet delivered to the Project site may be made upon the approval of PCCA Construction Representative, subject to the following:

A. The materials and equipment must be a major Project component representing more than 5% of the total Agreement cost.

B. They must be situated in a secure location within thirty (30) miles of the Project site.

C. All such fabrication must have been performed in accordance with the Construction Drawings and Technical Specifications and approved by PCCA Construction Representative.

D. A written bill of sale transferring title to the materials or equipment to PCCA and a right of access agreement must be signed by Contractor in a form satisfactory to PCCA Construction Representative.

E. Contractor is not allowed markup for materials or equipment prior to delivery to the Project site.

Payment for materials or equipment stored off site will not relieve Contractor of the obligation to protect and preserve those materials and to complete installation of the same in the Project in accordance with the Contract Documents.

During the progress of the Project and for thirty (30) days after the Project is completed, PCCA will retain *(a)* ten percent (10%) of the "accepted contract price" stated in the Agreement for the Work or *(b)* ten percent (10%) of the value of the Work, measured by the proportion that the Work done bears to the Work to be done, using the "accepted contract price" stated in the Agreement as the total of the Work to be done.

PCCA reserves the right, at PCCA's sole discretion, to release payment for partial retainage after Notice of Substantial Completion or prior to Project's Final Acceptance.

5.06 USE OF COMPLETED PORTIONS. PCCA has the right to take possession of or use any completed or partially completed portion of the Work, even though the time for completing the entire Work or such portions may not have expired; however, possession or use of the Work will not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. Furthermore, such possession or use will not be deemed as an implied, verbal or unwritten, issuance of a Notice of Substantial Completion or Certificate of Final Acceptance. If such prior use increases the cost of or

delays the Work, Contractor will be entitled to such extra compensation or extension of time, or both, as PCCA Construction Representative may determine. However, Contractor must immediately notify PCCA Construction Representative how and to what extent the costs of and delays to the Work are being affected, or are anticipated to be affected, by use of portions of the Work by PCCA.

5.07 NOTICE OF SUBSTANTIAL COMPLETION. Contractor will notify PCCA Construction Representative when in Contractor's opinion the Project is "substantially complete," and when so notifying PCCA Construction Representative, Contractor will furnish to PCCA Construction Representative in writing a detailed list of unfinished Work. PCCA Construction Representative will review Contractor's list of unfinished Work and inspect the Project. If PCCA Construction Representative determines that the entire Project is substantially complete, PCCA Authorized Contract Representative will issue a Notice of Substantial Completion with a punch list for Work that is not substantially complete. If PCCA Construction Representative deems the Work not substantially complete, PCCA Construction Representative will notify Contractor either verbally or in writing and explain why the Work is not substantially complete. In any case, PCCA Construction Representative will have the final decision whether or not the Project is substantially complete. Substantial Completion of the Project will not excuse Contractor from performing all of the Work, whether of a major or minor nature, and completing the Project in accordance with the Contract Documents. PCCA Authorized Contract Representative will state in the Notice of Substantial Completion the total of any liquidated damages to be subtracted from the "accepted contract price" stated in the Agreement or the total of any early completion compensation to be added to the "accepted contract price" stated in the Agreement. Any such adjustment in the "accepted contract price" stated in the Agreement will be formally incorporated through a Change Order or Unilateral Change Order (if necessary).

5.08 FINAL ACCEPTANCE. Within ten (10) days after Contractor has given PCCA Construction Representative written notice that the Project is complete, Engineer and PCCA Construction Representative will inspect the Work and if Engineer and PCCA Construction Representative find the Project to be complete and in accordance with the Contract Documents, PCCA Authorized Contract Representative will issue a Certificate of Final Acceptance of the Work to Contractor. If PCCA Construction Representative determines that the Project is not complete in accordance with the Contract Documents, PCCA Construction Representative will advise Contractor in writing of the reason for non-acceptance, and the procedure provided for in Section 5.07, "Notice of Substantial Completion," will be repeated until a Certificate of Final Acceptance is issued.

5.09 FINAL PAYMENT. Upon issuance of the Certificate of Final Acceptance, PCCA Construction Representative may make final measurements and prepare a Final Statement of the value of all Work performed and materials furnished under the terms of the Contract Documents. Contractor may then submit an invoice for one hundred percent (100%) of this amount less previous payments and retainage. PCCA will process this invoice as a progress payment as outlined in Section 5.05, "Progress Payments and Retainage."

After issuance of the Certificate of Final Acceptance, Contractor may also submit an invoice for the full amount of the retainage withheld. PCCA will pay the retainage withheld as the final payment to Contractor on or after the thirty-first (31st) day and before the thirty-fifth (35th) day after the date of the Certificate of Final Acceptance, provided PCCA has not received any notice of a Claim or lien and Contractor has fully performed Contractor's contractual obligations under the terms of the Agreement; submitted satisfactory evidence of payment in full for all materials, labor, and equipment and payment to all Subcontractors used or employed in the Work; furnished Contractor's as-built records; and furnished a written guarantee as outlined in Section 5.11, "Guarantee." Neither the Certificate of Final Acceptance nor the final payment nor any provision in the Contract Documents will relieve Contractor of the obligation to fulfill any warranty of Contractor.

5.10 PAYMENTS WITHHELD. Upon discovery that any of the following has occurred, PCCA may withhold payment or nullify the whole or part of any notice or certificate to the extent necessary to protect PCCA from loss:

A. Defective Work not remedied;

B. Claims filed or reasonable evidence indicating probable filing of Claims related to the Project;

C. Failure of Contractor to make payments properly to Subcontractors for material or labor;

D. Damage to another contractor or to property adjoining or adjacent to the Project;

E. Reasonable doubt that the Work can be completed for the unpaid balance of the Agreement amount;

F. Reasonable indication that the Work will not be completed within the time required by the Agreement;

G. Failure to complete or finish any punch list item; or

H. Discovery of any unfinished Work.

When all defaults are resolved or Contractor provides a corporate surety bond satisfactory to PCCA that will protect PCCA for the amount withheld, payment of the amount withheld may be made to Contractor.

5.11 GUARANTEE.

A. Upon completion of all Work under the Contract Documents, Contractor will deliver their written guarantee in favor of PCCA to PCCA Construction Representative in a form satisfactory to PCCA Construction Representative or PCCA counsel, guaranteeing all of Contractor's Work under the Agreement except proper and usual wear and tear and guaranteeing said Work to be free from improper workmanship and faulty materials in every particular, agreeing to repair or replace without cost to PCCA such Work and materials found to be improper or faulty, and to make good all damage caused to other work or materials due to such required repair or replacement. This guarantee will be for a period of one (1) year from the date of the Certificate of Final Acceptance. This guarantee must be

furnished to PCCA Construction Representative and approved by PCCA Construction Representative or PCCA counsel before acceptance and final payment is made.

B. Contractor will provide PCCA with copies of all guarantees and warranties which have been made to Contractor by suppliers or Subcontractors, together with a written assignment of such warranties and guarantees to PCCA; however, such assignment will not relieve Contractor of the responsibility stated in subsection 5.11.A above in case of failure of Subcontractors or suppliers to fulfill the provisions of such warranties and guarantees.

C. Neither the Certificate of Final Acceptance nor any provision in the Contract Documents relieves Contractor of responsibility for negligence or improper or faulty materials or workmanship during the period covered by the guarantee.

## ARTICLE 6
## EXTRA WORK AND CLAIMS

6.01 CHANGE ORDERS. Without invalidating the Contract Documents, PCCA may at any time order additions, deletions, or revisions to the Work. Such changes will be authorized by a written Change Order to be prepared by PCCA Construction Representative for execution by PCCA Construction Representative, Engineer and Contractor. Change Order may be signed by PCCA Construction Representative and Contractor if no materially significant design revisions are incorporated in the Change Order. The Change Order will set forth any change in the Work, "accepted contract price," and time of completion stated in the Agreement.

In the event Contractor refuses to execute a Change Order which has been prepared by PCCA Construction Representative and executed by PCCA, PCCA Construction Representative may in writing instruct Contractor to proceed with the Work as set forth in the Change Order; and Contractor may make claim against PCCA for Extra Work involved therein, as hereinafter provided.

6.02 MINOR CHANGES. PCCA Construction Representative may authorize or order minor changes in the Work by issuance of a Field Order for Work not inconsistent with the overall intent of the Contract Documents and not involving an increase or decrease in the "accepted contract price" stated in the Agreement. If Contractor believes that any minor change or alteration authorized or ordered by PCCA Construction Representative involves Extra Work and entitles Contractor to an increase in the "accepted contract price" stated in the Agreement, Contractor will submit a written request to PCCA Construction Representative for a Change Order.

PCCA Construction Representative will review Contractor's request for a Change Order and if approved will issue the Change Order. If the request is not approved, PCCA Construction Representative will issue a written Field Order stating the reason for the disapproval and citing a reference in the Construction Drawings and Technical Specifications.

Any request by Contractor for a change in the "accepted contract price" stated in the Agreement must be made prior to beginning the Work covered by the proposed change or the right to request a change is waived.

6.03 EXTRA WORK. It is agreed that the basis for compensation to Contractor for Work either added or deleted by a Change Order or for which a Claim for Extra Work is made will be determined by one or more of the following methods:

Method A: By agreed unit prices;

Method B: By agreed lump sum;

Method C: By agreed time and materials basis for Extra Work as outlined in the Bid;

Method D: By "actual field cost" of the Work plus 15%. If the Extra Work is performed and paid for under Method D, then the provisions of this subsection will apply. The "actual field cost" is hereby defined to include the cost to Contractor of all workmen, such as foremen, timekeepers, mechanics, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water, and similar operating expenses, and all necessary incident expenses incurred directly on account of such Extra Work, including Social Security and other payroll taxes, and a ratable proportion of premiums on Performance and Payment Bonds, Public Liability and Property Damage, Workers' Compensation, and all other insurance as may be required by any law or ordinance, or directed or agreed to by PCCA. PCCA Construction Representative may direct the form in which accounts of the "actual field cost" will be kept, and the records of these accounts will be made available to PCCA Construction Representative. Engineer or PCCA Construction Representative may also specify in writing before the Work commences the method of doing the Work and the type and kind of machinery and equipment to be used; otherwise, these matters will be determined by Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment will be determined by using the latest schedules and rate factors of the Rental Rate Blue Book for Construction Equipment published by EquipmentWatch. Where practicable, the terms and prices for the use of machinery and equipment will be incorporated in the Change Order. The fifteen percent (15%) of the "actual field cost" to be paid Contractor will cover and compensate Contractor for Contractor's profit, overhead, general superintendence, field office expenses, insurance, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where Contractor's camp or field office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same will be included in the "actual field cost"; or

Method E: If neither Methods A, B, or C can be agreed upon before the Extra Work is commenced and PCCA Construction Representative determines that the Work is such that keeping track of the "actual field cost" described in Method D would be impractical or undesirable, then PCCA Construction Representative will issue a Unilateral Change Order. The Unilateral Change Order will specify the Work to be performed, the amount to be paid by PCCA, and any allowable change in the construction schedule. If Contractor disagrees with any of the terms of the Unilateral Change Order, Contractor may file a written protest with PCCA Construction Representative within seven (7) days, wherein Contractor will state the reason for Contractor's protest and request the issue be submitted to mediation/arbitration in accordance with Article 7, "Mediation/Arbitration," of these General Conditions, at the completion of the Project. In the meantime, Contractor will proceed with the Work and keep accurate records of Contractor's actual costs. Failure to file a written protest within the seven (7) day period will constitute Contractor's acceptance of all terms stated in the Unilateral Change Order.

No Claims for Extra Work of any kind will be allowed unless Extra Work is ordered in writing by PCCA Construction Representative. In case any orders or instructions, either verbal or written, appear to Contractor to involve Extra Work for which Contractor should receive compensation or an adjustment in the construction time, Contractor will promptly make written request to PCCA Construction Representative for a written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work or as to the payment therefor, or the amount of the lower, or greater, unit price provided for in Section 5.02, "Estimated Quantities," and PCCA Construction Representative insists upon its performance, Contractor will proceed with the Work after making written request for a written order and must keep an accurate account of the "actual field cost" thereof, as provided under Method D. Contractor will thereby preserve the right to submit the matter of payment to mediation/arbitration, as provided hereinbelow. If any difference of opinion for Extra Work or for a lower, or greater, unit price pursuant to Section 5.02, "Estimated Quantities," arises after the Work is done, then Method D will be used to calculate any payment to be claimed or made.

6.04 TIME OF FILING CONSTRUCTION CLAIMS. It is further agreed by both parties hereto that unless specifically provided otherwise in the Contract Documents all questions of Dispute or adjustment presented by Contractor must be in writing and filed with PCCA Construction Representative and PCCA Authorized Contract Representative, within thirty (30) days after PCCA Construction Representative has given any direction, order, or instruction to which Contractor desires to take exception. Unless specifically provided otherwise in the Contract Documents, PCCA Construction Representative will reply within thirty (30) days to such written exception by Contractor and render PCCA Construction Representative's final decision in writing. If Contractor intends to appeal PCCA Construction Representative's decision, demand for mediation/arbitration must be filed with PCCA Construction Representative and PCCA Authorized Contract Representative in writing within ten (10) days after the date of delivery to Contractor of

PCCA Construction Representative's final decision. Failure to seek mediation/arbitration in accordance with Article 7, "Mediation/Arbitration," below within ten (10) days of PCCA Construction Representative's decision will result in PCCA Construction Representative's decision becoming final and binding. It is further agreed that Final Acceptance of the Work by PCCA and the acceptance by Contractor of the final payment will be a bar to any construction Claims by either party except insofar as specifically provided otherwise in the Contract Documents.

## ARTICLE 7
## MEDIATION/ARBITRATION

7.01 MEDIATION. PCCA and Contractor agree that they will submit any and all unsettled Claims or counterclaims, Disputes, or other matters in question between them arising out of or relating to the Contract Documents or the breach thereof to mediation in Corpus Christi, Nueces County, Texas, prior to either of them initiating against the other a demand for arbitration pursuant to Section 7.02, "Arbitration," unless delay in initiating arbitration would irrevocably prejudice one of the parties. The 30-day time limit within which to file a demand for arbitration as provided in subsections 7.02.B and 7.02.C will be suspended with respect to a Dispute submitted to mediation within that time limit and will remain suspended until ten (10) days after the termination of the mediation. The parties will agree upon a mediator who will schedule and conduct the mediation. If the parties cannot agree upon a mediator within thirty (30) days after either party makes a written request to the other for mediation, then either party may request any state District Judge in Nueces County, Texas, to appoint a mediator to schedule and conduct mediation between the parties. The mediator of any Dispute submitted to mediation under this Agreement may not serve as arbitrator of such Dispute unless otherwise agreed.

7.02 ARBITRATION.

A. All Claims or counterclaims, Disputes, or other matters in question between PCCA and Contractor arising out of or relating to the Contract Documents or the breach thereof (except for Claims which have been waived by the making or acceptance of final payment as provided in Section 5.09, "Final Payment") not resolved under the provisions of Section 7.01, "Mediation," will be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules then obtaining. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.

B. No demand for arbitration of any Claim or counterclaim, Dispute, or other matter that is required to be referred to PCCA Authorized Contract Representative initially for decision in accordance with Section 2.04, "Dispute Determinations," will be made until the earlier of:

1. the date on which PCCA Authorized Contract Representative has rendered a written decision, or
2. the thirty-first (31st) day after the parties have presented their final evidence to PCCA Authorized Contract Representative if a written decision has not been rendered by PCCA Authorized Contract Representative before that date.

No demand for mediation/arbitration of any such Claim or counterclaim, Dispute, or other matter will be made later than thirty (30) days after the date on which PCCA Authorized Contract Representative has rendered a written decision in respect thereof in accordance with Section 2.04; and the failure to demand mediation/arbitration within said 30-day period will result in PCCA Authorized Contract Representative decision being final and binding upon PCCA and Contractor. If PCCA Authorized Contract Representative renders a decision after mediation/arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

C. Notice of the demand for mediation/arbitration will be filed in writing with the other party to the contract and with the selected arbitrator, and a copy will be sent to PCCA Authorized Contract Representative for information. The demand for arbitration will be made within the thirty (30) day period specified in subsection 7.02.B, and in all other cases within a reasonable time after the Claim or counterclaim, Dispute, or other matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such Claim or other Dispute or matter in question would be barred by the applicable statute of limitations.

D. Except as provided in subsection 7.02.E, no arbitration arising out of or relating to the Contract Documents will include by consolidation, joinder, or in any other manner any other individual or entity (including PCCA's Port Commissioners, PCCA, Engineer or any other PCCA staff employees), who is not a party to this contract unless:

1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the mediation/arbitration; and
2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the mediation/arbitration and which will arise in such proceedings; and
3. the written consent of the other individual or entity sought to be included and of PCCA and Contractor has been obtained for such inclusion, which consent will make specific reference to this paragraph; but no such consent will constitute consent to mediation/arbitration of any Dispute not specifically described in such consent or to mediation/arbitration with any party not specifically identified in such consent.

E. Notwithstanding subsection 7.02.D, if a Claim or counterclaim, Dispute, or other matter in question between PCCA and Contractor involves the Work of a Subcontractor, either PCCA or Contractor may join such Subcontractor as a party to the mediation/arbitration between PCCA and Contractor hereunder. Contractor will include in all subcontracts required by Section 2.06, "Contractor's Duty and Superintendence," a specific provision whereby the Subcontractor consents to being joined in a mediation/arbitration between PCCA and Contractor involving the Work of such Subcontractor. Nothing in this subsection 7.02.E nor in the provisions of such subcontract consenting to joinder will create any Claim, right,

or cause of action in favor of Subcontractor and against PCCA's Port Commissioners, PCCA, PCCA staff employees, or Engineer's consultants that does not otherwise exist.

F. The award rendered by the arbitrators will be final; judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

## ARTICLE 8
## ABANDONMENT

8.01 ABANDONMENT BY CONTRACTOR. In case Contractor should abandon the Project or Work on the Project and fail or refuse to resume Work within ten (10) days after written notification from PCCA Construction Representative or Authorized Contract Representative to do so, or if Contractor fails to comply with the orders of PCCA Construction Representative or Authorized Contract Representative when such orders are consistent with the Contract Documents, then where Performance and Payment Bonds exist, the corporate sureties on these bonds will be notified in writing and directed to complete the Work. A copy of said notice will be delivered to Contractor.

After receiving said notice of abandonment, Contractor may not remove from the Project site any machinery, equipment, tools, materials, or supplies, and the same, together with any materials and equipment under contract for the Work, may be held for use on the Work by PCCA or the corporate surety on the Performance Bond or another contractor in completion of the Work. Contractor will not receive any rental or credit for such materials or equipment (except when used in connection with Extra Work, where credit will be allowed as provided for under Article 6, "Extra Work and Claims"), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the Work and be reflected in the final settlement.

Where there is no Performance Bond provided, or in case the corporate surety should fail to commence compliance with the notice for completion within ten (10) days after service of such notice, then PCCA may provide for completion of the Work in either of the following elective manners:

8.01.1 After abandonment and notice, PCCA may thereupon employ such force of workers and use such machinery, equipment, tools, materials, and supplies as PCCA deems necessary to complete the Project and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to Contractor. Expenses so charged will be deducted from and paid for by PCCA out of such moneys as may be due or that may thereafter at any time become due to Contractor under and by virtue of the Contract Documents. In case such expense is less than the sum that would have been payable under the Contract Documents if the Work under the Agreement had been completed by Contractor, then said Contractor will receive the difference. In case such expense is greater than the sum that would have been payable under the Contract Documents if the Work under the Agreement had been completed by said Contractor, then Contractor or Contractor's corporate surety will pay the amount of such excess to PCCA; or

8.01.2 After five (5) days' notice published one or more times in a newspaper having general circulation in the county of the location of the Work, PCCA, under sealed bid process, may let an agreement for the completion of the Project. In case of any increase in cost to PCCA under the new agreement as compared to what would have been the cost under the Agreement, such increase will be charged to Contractor, and the corporate surety will be and remain bound therefor. However, should the cost to complete any such new agreement prove to be less than what would have been the cost to complete under the Agreement, Contractor and/or Contractor's corporate surety will be credited therewith.

When the Work has been substantially completed, Contractor and Contractor's corporate surety will be so notified; and a Certificate of Final Acceptance, as provided in Section 5.08, "Final Acceptance," hereinabove, will be issued. A complete itemized Statement of Accounts, certified by PCCA Construction Representative as being correct, will then be prepared and delivered to Contractor and Contractor's corporate surety, whereupon Contractor, Contractor's corporate surety, or PCCA, as the case may be, must pay the balance due as reflected by said statement within fifteen (15) days after the date of the Certificate of Final Acceptance.

In the event the Statement of Accounts shows that the cost to complete the Work is less than that which would have been the cost to PCCA had the Work been completed by Contractor under the terms of the Agreement, or when Contractor or Contractor's corporate surety pays the balance shown to be due by them to PCCA, then all machinery, equipment, tools, materials, or supplies left on the site of the Work will be turned over to Contractor or Contractor's corporate surety. Should the cost to complete the Work exceed the Agreement price, and Contractor or Contractor's corporate surety fail to pay the amount due PCCA within the time designated hereinabove, and there remains any machinery, equipment, tools, materials, or supplies on the Project site, written notice thereof together with an itemized list of such equipment and materials will be issued to Contractor and Contractor's corporate surety at the respective addresses designated in the Agreement or at such other address as Contractor and Contractor's corporate surety request in writing. After mailing or other giving of such notice, such property will be held at the risk of Contractor and Contractor's corporate surety, subject only to the duty of PCCA to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice, PCCA may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of Contractor and Contractor's corporate surety. Such sale may be made at either public or private sale, with or without notice, as PCCA may elect. PCCA will release any machinery, equipment, tools, materials, or supplies that remain on the Project and belong to persons other than Contractor or Contractor's corporate surety to their proper owners. The books on all operations provided herein will be open to Contractor and Contractor's corporate surety.

PCCA is not responsible for any loss, damage, or wear and tear to any of Contractor's machinery, equipment, tools, materials, or supplies used by PCCA or its representatives or contractors after abandonment by Contractor.

PCCA will, in calculating the cost to complete the Project after abandonment by Contractor, add the sum of twenty-five percent (25%) to the amount of all invoices, statements, and charges of any kind to PCCA for completion of the Project as a method of recovering the general and administrative costs which it is hereby agreed PCCA will incur in the event of abandonment by Contractor.

8.02 ABANDONMENT BY PCCA. In case PCCA should fail to comply with the terms of the Contract Documents and should fail or refuse to comply with said terms within ten (10) days after written notification by Contractor, then Contractor may suspend or wholly abandon the Project and may remove therefrom all machinery, tools, equipment, and all materials on the Project site that have not been included in payments to Contractor and have not been incorporated into the Project. And thereupon PCCA Construction Representative will make an estimate of the total amount earned by Contractor, which estimate will include the value of all Work actually completed by Contractor (at the prices stated in the Bid where unit prices are used), the value of all partially completed Work at a fair and equitable price, the value of all Extra Work performed at the prices agreed upon or provided for by the terms of the Agreement, and a reasonable sum to cover the cost of any provisions made by Contractor to carry the whole Work to completion and which cannot be utilized. PCCA Construction Representative will then make a Statement of Accounts of the balance due Contractor by deducting from the above estimate all previous payments by PCCA and all other sums that may be retained by PCCA under the same terms of the Contract Documents and will certify same to PCCA, who will pay to Contractor on or before thirty (30) days after the date of the notification by Contractor the balance shown by said Statement of Accounts as due Contractor under the terms of the Contract Documents.

**END OF GENERAL CONDITIONS**

## REVISION HISTORY

June 2022 – March 2024 *(revision history prior to June 2022 available upon request)*

| Revised Section | Revision Description | Revision Date |
|---|---|---|
| 2.26 | Revised Environmental Policy | June 2022 |
| 3.39 | Revised Liquidated Damages amount | June 2022 |
| 1.14 | Revised Contract Documents | October 2022 |
| 1.23 | Revised Field Change | October 2022 |
| 2.22 | Revised Utilities | October 2022 |
| 2.27 | Revised Prevailing Wage Rate | October 2022 |
| 3.12 | Revised construction Drawings and Technical Specifications | October 2022 |
| 3.18.A | Revised Discrepancies and Omissions | October 2022 |
| 3.23 | Revised Protection of Existing Equipment, Structures, and Utilities | October 2022 |
| 2.26 | Administrative Update to 2nd paragraph and 4th bullet point | March 2023 |
| 1.07 | Revision to definition | June 2023 |
| 1.14.A | Revision to Contract Documents identified | June 2023 |
| 1.14.B | Revision to Contract Documents identified | June 2023 |
| 2.02 | Revised Section title – FIELD OBSERVATION | June 2023 |
| 2.22 | UTILTIES – Revision to section | June 2023 |
| 2.27 | PREVAILING WAGES – Revision to section | June 2023 |
| 3.12 | CONSTRUCTION DRAWINGS AND TECHNICAL SPECIFICATIONS – Revision to Section | June 2023 |
| 1.16 | Revised – Contractor's Daily Report | March 2024 |
| 1.18 | Revised – Dispute | March 2024 |
| 1.19 | Revised – Engineer | March 2024 |
| 1.20 | Revised – Equal or Approved Equal | March 2024 |
| 1.22 | Revised – Extra Work | March 2024 |
| 1.23 | Revised – Field Order | March 2024 |
| 1.24 | Revised – Final Acceptance | March 2024 |
| 1.25 | Revised – Final Statement | March 2024 |
| 1.27 | Revised – Notice of Award to Contract | March 2024 |
| 1.28 | Revised – Notice of Intent to Protest | March 2024 |
| 1.29 | Revised – Notice of Nonconformance | March 2024 |
| 1.30 | Revised – Notice to Proceed | March 2024 |
| 1.32 | Revised – PCCA | March 2024 |
| 1.33 | Added – PCCA Authorized Contract Representative | March 2024 |

| | | |
|---|---|---|
| 1.34 | Added – PCCA Construction Representative | March 2024 |
| 1.40 | Revised – Statement of Accounts | March 2024 |
| 1.41 | Revised – Subcontractor | March 2024 |
| 1.42 | Revised – Substandard Performance | March 2024 |
| 1.43 | Revised – Substantial Completion | March 2024 |
| 1.45 | Revised – Unilateral Change Order | March 2024 |
| 1.47 | Revised – Value Engineering Proposal | March 2024 |
| 2.01 | PCCA Construction Representative-Engineer Relationship – Revision to title and section | March 2024 |
| 2.02 | Field Observation – Revision to title and section | March 2024 |
| 2.03 | Payments for Work – Revision to section | March 2024 |
| 2.04 | Dispute Determinations – Revision to section | March 2024 |
| 2.05 | Horizontal and Vertical Control – Revision to section | March 2024 |
| 2.06 | Contractor's Duty and Superintendence – Revision to section | March 2024 |
| 2.07 | Contractor's Understanding – Revision to section | March 2024 |
| 2.09 | Character of Workmanship – Revision to section | March 2024 |
| 2.10 | Drug-Free Workplace – Revision to section | March 2024 |
| 2.12 | Access and Storage – Revision to section | March 2024 |
| 2.13 | Sanitation – Revision to section | March 2024 |
| 2.15 | Shop Drawings – Revision to section | March 2024 |
| 2.16 | Preliminary Approval – Revision to section | March 2024 |
| 2.17 | Defects and their Remedies – Revision to section | March 2024 |
| 2.22 | Utilities – Revision to section | March 2024 |
| 2.23 | Testing, Inspection and Control – Revision to section | March 2024 |
| 2.24 | Contractor's Daily Reports – Revision to section | March 2024 |
| 2.25 | Debris – Revision to section | March 2024 |
| 3.03 | Requests for Clarifications – Revision to section | March 2024 |
| 3.04 | Correspondence – Revision to section | March 2024 |
| 3.06 | Approved Equal – Revision to section | March 2024 |
| 3.08 | Award of Contract – Revision to section | March 2024 |
| 3.09 | Bid Protest Procedure – Revision to section | March 2024 |
| 3.10 | Notice to Proceed – Revision to section | March 2024 |
| 3.12 | Construction Drawings and Technical Specifications – Revision to section | March 2024 |
| 3.13 | Ownership of Construction Drawings and Technical Specifications – Revision to section | March 2024 |
| 3.15 | Value Engineering Proposals – Revision to section | March 2024 |
| 3.16 | Right of Entry – Revision to section | March 2024 |

| | | |
|---|---|---|
| 3.18 | Discrepancies and Omissions – Revision to section | March 2024 |
| 3.20 | Protection Against Accidents – Revision to section | March 2024 |
| 3.23 | Protection of Existing Equipment, Structures and Utilities – Revision to section | March 2024 |
| 3.24 | Protection of Adjoining Properties and Facilities – Revision to section | March 2024 |
| 3.25 | Smoking Policy – Revision to section | March 2024 |
| 3.26 | Misplaced Material – Revision to section | March 2024 |
| 3.28 | Channel Traffic – Revision to section | March 2024 |
| 3.32 | Laws and Ordinances – Revision to section | March 2024 |
| 3.34 | Assignment and Subletting – Revision to section | March 2024 |
| 3.36.1 | Certificate of Insurance - | March 2024 |
| 3.36.7 | Schedule – Revision to section | March 2024 |
| 3.40 | Permits – Revision to section | March 2024 |
| 4.01 | Time and Order of Completion – Revision to section | March 2024 |
| 4.02 | Extension of Time – Revision to section | March 2024 |
| 4.03 | Ozone Action Days – Revision to section | March 2024 |
| 4.04 | Hindrances and Delays – Revision to section | March 2024 |
| 4.05 | Suspension of Work – Revision to section | March 2024 |
| 4.06 | Termination of Agreement – Revision to section | March 2024 |
| 4.07 | Differing Site Conditions – Revision to section | March 2024 |
| 5.05 | Progress Payments and Retainage – Revision to title and section | March 2024 |
| 5.06 | Use of Completed Portions – Revision to section | March 2024 |
| 5.07 | Notice of Substantial Completion – Revision to section | March 2024 |
| 5.08 | Final Acceptance – Revision to section | March 2024 |
| 5.09 | Final Payment – Revision to section | March 2024 |
| 5.11 | Guarantee – Revision to section | March 2024 |
| 6.01 | Change Orders – Revision to section | March 2024 |
| 6.02 | Minor Changes – Revision to section | March 2024 |
| 6.03 | Extra Work – Revision to section | March 2024 |
| 6.04 | Time of Filing Construction Claims – Revision to section | March 2024 |
| 7.02 | Arbitration – Revision to section | March 2024 |
| 8.01 | Abandonment by Contractor – Revision to section | March 2024 |
| 8.02 | Abandonment of PCCA – Revision to title and section | March 2024 |

# EXHIBIT E

## SPECIAL CONDITIONS

1.01 GENERAL. The provisions of this section of the Contract Documents will govern in the event of any conflict between the Special Conditions and the General Conditions for the **IDIQ Sandblasting and Painting Services Annual Port-Wide Contract** project.

1.02 DEFINITIONS. In these Contract Documents, all references to "Bid" shall mean "Proposal" and all references to "Bidder" shall mean "Respondent" or "Contractor". Additionally, "PCCA Construction Representative" shall mean "Authority's Project Manager".

1.03 PROJECT REPRESENTATIVES. The PCCA Representatives for this Project are identified below:

| | |
|---|---|
| **Authority's Project Manager:** | Marisa D. Alaniz, P.E. |
| **Authority's Contract Specialist:** | Annette Mendoza |
| **Engineer:** | Marisa D. Alaniz, P.E. |
| **Authority's Contract Representative:** | Tony MacDonald |

Copy Annette Mendoza at amendoza@pocca.com on all correspondence, project documentation, invoices, etc.

1.04 LIQUIDATED DAMAGES. Liquidated Damages in the amount of $1,000 per calendar day will be assessed against the Contractor for each day beyond the required completion time that the project remains substantially incomplete.

1.05 SCHEDULING CONSTRAINTS. Daily PCCA work activities and projects by others may be ongoing near and in close proximity to the Work Order site. Contractor must be cognizant of those activities and changes to traffic flows and will likely require engagement with others for coordination of equipment and materials deliveries to worksite and other related tasks. Additionally, there are active rail movements that occur adjacent to the project limits.

1.06 PERFORMANCE AND PAYMENT BONDS. Although work performed under this Agreement will be on a Work Order basis, the "accepted contract price" for purposes of calculating the Performance and Payment Bonds in Section 3.21 of the General Conditions shall be the total not-to-exceed for the Initial Term ($950,000) and the total not-to-exceed for each Renewal Term ($250,000). Therefore, Performance and Payment Bonds for the Initial Term are required each in the amount of $950,000, and $250,00 for each Renewal Term, if awarded.

1.07 EMS COMPLIANCE. After project award, all Contractor's personnel performing work on PCCA property shall review and sign the EMS Compliance Requirements for Contractor

Environmental Performance. The signed Contactor Certification page shall be returned to PCCA Project Manager.

1.08 MATERIALS TO BE FURNISHED BY OWNER. PCCA reserves the right to provide any materials or equipment for the Contractor's use. The Contractor shall not charge for materials provided by PCCA, nor a mark-up fee for PCCA-furnished materials.

1.09 INSURANCE. Contractor's Pollution Liability at $2,000,000 per occurrence limit is required for this project. Builder's Risk, USL&H, Maritime Employer's Liability, Railroad Protective Coverage, and Protection & Indemnity Insurance (P&I) is not required for this project. The minimum umbrella coverage required for this project is $5,000,000. Insurance requirements may vary if additive, deductive or alternate bid items (if applicable) are awarded. See Section 3.36 of the General Conditions for all other requirements.

1.10 RAILROAD SAFETY, OPERATIONS AND CONSTRAINTS. PCCA and Rail Operations have priority over project activities and work shall not create track shutdowns. When scope of work requires activities to occur within twenty-five (25) feet of railroad track, the Contractor is required to coordinate daily with the PCCA's Rail Operations Department and Texas Coastal Bend Railroad (TCBR), PCCA's short line rail operator. PCCA Rail Operations can be reached at 361-946-4023 for notifications and to set up communications with the TCBR. No work for the day shall occur without making the required notifications. If either party cannot be reached, contact the PCCA Project Manager for direction until the entities can be reached.

Crossing the adjacent railroad track and/or staging of equipment or personnel on track is prohibited. Crossing track at existing road crossings is permitted. Contractor shall not lift or carry any equipment or materials across tracks. No flaggers or derail equipment is anticipated; however, if PCCA Rail Operations or TCBR feel the day's scope of work warrants a derail, it shall be provided and installed by TCBR. Coordinate with TCBR as needed for them to be able to provide the needed equipment.

1.11 PAINT SUPPLY CLEANING. Contractor shall not clean paint brushes, rollers, sprayers, or any paint containers on PCCA property. No paint materials, solvents, or rinse water may be disposed of in on-site drains, sinks, toilets, stormwater system, or on the ground. All waste must be collected, contained, and removed from the site daily. No dumping of paint residue is allowed on the property.

1.12 HEALTH AND SAFETY. Contractor shall follow all applicable Federal, State, Local and PCCA restrictions and guidelines pertaining to infectious disease as well as the most current applicable CDC recommendations while working within PCCA property or attending any PCCA non-virtual meeting. This includes, but is not limited to increasing space and distance, use of masks and respirators when distancing is not possible, improving ventilation when possible, providing workers on site with proper handwashing and sanitizing capabilities, and use of virtual and/or teleconference meetings when possible.

1.13 INVOICES. Invoices must be submitted to the PCCA at accountspayable@pocca.com, with the PCCA's Project Manager copied on the email. Invoices are to be submitted in a format previously approved by PCCA and must include Project Name, Project Number and

Purchase Order number. Failure to submit in the required format may result in delay of processing for payment.

1.14 SITE AND EQUIPMENT CONDITIONS. Contractor shall examine all documents, specifications, standards, project sites and equipment of the proposed work and be familiar with all of the conditions surrounding the scope of work, including the materials, sizes and conditions of equipment to be painted.

**END OF SECTION**

# EXHIBIT F

# TECHNICAL SPECIFICATIONS

**TABLE OF CONTENTS**
**for**
**Technical Specifications for**
**IDIQ Sandblasting and Painting at Various PCCA Facilities**


| | | |
|---|---|---|
| DIVISION 00 | PROCUREMENTS AND CONTRACTING REQUIREMENTS | |
| | 00 73 10 | PCCA Policies and Procedures |
| DIVISION 01 | GENERAL REQUIREMENTS | |
| | 01 14 13 | Access to Port Authority Property |
| | 01 31 13 | Project Coordination |
| | 01 31 19 | Project Meetings |
| | 01 33 00 | Submittals |
| | 01 35 21 | Pollution Prevention |
| | 01 35 30 | Tropical Storm and Hurricane Preparedness |
| | 01 35 43 | Environmental Management System Requirements |
| | 01 35 43.19 | Environmental Procedures for Maintenance Painting |
| | 01 35 43.22 | Environmental Procedures for Indoor Painting Activities |
| | 01 42 00 | Definitions and Standards |
| | 01 77 00 | Closeout Procedures |
| | 01 92 00 | Operation and Maintenance Manuals |
| DIVISION 09 | FINISHES | |
| | 09 90 00 | Paints and Coatings |

# DIVISION 00

## PROCUREMENT AND CONTRACTING REQUIREMENTS

## SECTION 00 73 10

## PCCA POLICIES AND PROCEDURES

## PART 1 - GENERAL

1.01 SUMMARY

A. This section specifies the policies and procedures by which the PCCA, an "at will" employer, is governed and by which the PCCA obligates the Contractor, his employees, his subcontractors and suppliers, and their employees.

B. This specification is intended to provide a minimum policy level for all personnel working on PCCA property. In addition, the Contractor may implement and enforce his own personnel policies if more stringent or encompassing than this specification.

1.02 EQUAL OPPORTUNITY EMPLOYER

The Port of Corpus Christi Authority is an equal opportunity employer. It is the policy of the PCCA not to allow discrimination against any person in job structuring, recruitment, examination, selection, appointment, placement, training, upward mobility, discipline, or any other aspect of personnel administration based on a person's sex, race, age, religion, color, disability, citizenship, national origin, or veteran status. An occupational qualification may, however, disqualify certain persons from a particular job.

1.03 AFFIRMATIVE ACTION POLICY

The PCCA recognizes that equal employment opportunity can only be fully achieved with a firm commitment to the concept of Affirmative Action. Therefore, the PCCA has adopted an Affirmative Action Plan to continue to remove employment practices which could negatively impact an identifiable, protected group of persons and to apply good faith efforts to seek out, employ, train, and promote under-represented protected group members into and within the PCCA's workforce.

1.04 COMPLIANCE WITH APPLICABLE LAWS

It is the policy of the PCCA to comply with applicable federal and state laws including, without limitation, the Family and Medical Leave Act, the Americans with Disabilities Act, the Fair Labor Standards Act, and the Texas Worker's Compensation Act.

1.05 HARRASSMENT POLICY

The PCCA is determined to maintain a work environment that is free of harassment, exploitation, and intimidation based on sex, race, age, religion, color, disability, national origin, or veteran status. All employees, whether of the PCCA or the Contractor or his subcontractors and suppliers, are expected to comply with this policy. Failure to do so

may result in termination of an individual or termination of the contract. The Contractor will adhere to the following policy and procedure with regard to any harassment incident.

A. General: The PCCA does not condone and will not tolerate harassment of employees on the basis of race, color, religion, sex, national origin, age, citizenship, veteran status, disability, or work-related injury or illness. Harassment may include physical conduct as well as insulting remarks or jokes. The PCCA considers harassment to be a grave act of misconduct and may subject the perpetrator to disciplinary action up to and including discharge from employment. Harassment of employees by co-workers, clients, visitors, vendors, or other third parties will also not be tolerated.

B. Sexual Harassment: The PCCA is concerned about the prevention of sexual harassment. For purposes of this policy, sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, graphic or physical conduct of a sexual nature where:

1. Submission to such conduct is either an expressed or implied term or condition of an individual's employment;

2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual; or

3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

C. Handling of Harassment Complaints:

1. If any employee feels that he or she has been harassed in violation of the PCCA's policy on harassment, he or she should immediately report the alleged harassment to his or her supervisor or the Director of Human Resources of the PCCA. An employee need not first make a report to his or her supervisor. In other words, an employee may report directly to the PCCA Director of Human Resources. Any employee or supervisor who observes or becomes aware of possible sexual or other unlawful harassment should immediately advise the PCCA Director of Human Resources. All complaints will be promptly and thoroughly investigated. The PCCA will treat complaints of harassment in as confidential a manner as possible, releasing information only to those with a need or right to know.

2. No employee should assume that the PCCA is aware of a problem. Please bring complaints and concerns to the PCCA's attention so that we may take steps to correct them.

3. No retaliation will be taken against any employee because he or she reports a problem concerning possible acts of harassment. Employees can

raise concerns and make reports without fear of reprisal. If you have any question about what constitutes harassing behavior, feel free to speak with your supervisor or the PCCA's Director of Human Resources.

1.06 WORKPLACE VIOLENCE POLICY

The PCCA is committed to preventing workplace violence and to maintaining a safe work environment. Intimidation, harassment or other threats of (or actual) violence is prohibited during business hours or on PCCA premises. All employees, whether of the PCCA or the Contractor or his subcontractors and suppliers, are expected to comply with this policy. Failure to do so may result in termination of an individual or termination of the contract. The Contractor will adhere to the following policy and procedure with regard to any violent workplace incident.

A. General: Given the increasing violence in society in general, the PCCA has adopted the following guidelines to deal with intimidation, harassment or other threats of (or actual) violence that may occur during business hours or on PCCA premises.

B. Prohibited Conduct:

1. All employees, including temporary employees and those of the Contractor and his subcontractors and suppliers, will be treated with courtesy and respect at all times. Conduct that threatens, intimidates or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, national origin, disability, religion, veteran status, or any characteristic protected by federal, state, or local law.

2. The PCCA does not permit any employee, former employee, client or other person (excluding bona fide law enforcement personnel) to use or possess firearms, weapons, and other dangerous or hazardous devices or substances on PCCA premises. Furthermore, pursuant to Texas Penal Code §30.06 (trespass by holder of license to carry a concealed handgun), a person licensed under Texas Revised Statutes Article 4413 (29EE) (concealed handgun law) may not enter PCCA property with a concealed handgun.

C. Reporting Conduct:

1. All threats of (or actual) violence, both direct and indirect, should be reported immediately to a supervisor, Manager of Risk Management, or to the PCCA's Human Resources Department. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, be as specific and detailed as possible.

2. All suspicious individuals or activities should also be reported as soon as possible to the PCCA's Manager of Risk Management or the PCCA's Human Resources Department. Employees are requested not to place themselves in peril. If a commotion or disturbance occurs near the work area, employees are requested not to try to intercede or see what is happening, but to report it immediately. The PCCA will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as practical. Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

3. The PCCA encourages employees to bring their disputes or differences with other employees to the attention of their supervisor or the PCCA's Director of Human Resources before the situation escalates into potential violence. The PCCA is eager to assist in the resolution of employee disputes and will not discipline employees for raising such concerns.

1.07 SUBSTANCE ABUSE POLICY

The PCCA recognizes its responsibility to implement measures necessary to ensure the safe and efficient operation of its facilities and services, not only for the protection and wellbeing of our employees and the operations of our organization, but also in the interests of the public. As a result of the growing concern about drug and alcohol use in the workplace and the potential impact with respect to the safe and secure operation of our facilities and services, the PCCA has developed a substance abuse policy. All employees, whether of the PCCA or the Contractor or his subcontractors and suppliers, are expected to comply with this policy and Section 2.10, "Drug-Free Workplace," of the General Conditions. Failure to do so may result in termination of an individual or termination of the contract. The Contractor will adhere to the following policy and procedure with regard to any substance abuse incident.

A. Policy Violations: The following are violations of this policy:

1. Engaging, on the job or off the job, in current illegal use, possession, consumption, exchange, delivery, manufacture, distribution, sale, or purchase of any drug;

2. Engaging in the improper use or possession of prescription drugs. Employees may use or possess prescription drugs at work only if:

a. The drugs/medications have been prescribed by a health care provider (authorized by law to prescribe such drugs) for the person in possession of the drugs/medications.

b. The drugs/medications are kept in their original container, which identifies the drug, the dosage, the prescription date, the

prescribing health care provider, and the person for whom the drugs/medications were dispensed.

c. The drugs/medications are ingested or administered only in the prescribed or recommended therapeutic dosages, and all restrictions on the use of the prescription drugs are observed by the employee.

3. Engaging in the use of over-the-counter drugs/medications in a manner inconsistent with the instructions or warnings on the container for the drug/medication.

4. Possessing paraphernalia associated with the illegal use of drugs.

5. Engaging in current use, possession, consumption, exchange, delivery, distribution, or sale of any alcoholic beverage while at work, or on PCCA property, in PCCA vehicles, or in personal vehicles being used for PCCA purposes.

6. Engaging in off-the-job use of alcohol that adversely affects the employee's ability to perform his/her job duties safely and/or efficiently. This policy does not prohibit off-the-job use of alcohol by employees when that use does not adversely affect the employee's ability to perform his/her job responsibilities safely and efficiently.

7. Reporting to work or performing job duties after having consumed drugs, including prescription or over-the-counter drugs, when that drug use may impair the employee's ability to safely perform his/her job duties or may affect his/her safety and/or the safety of others.

8. Refusing to consent to a urinalysis and/or alcohol test as required by this policy or refusing to release the results of any such urinalysis and/or alcohol test.

9. Failure to comply or fully cooperate with any provision of this Substance Abuse Policy.

10. Producing a positive test result on a urinalysis or alcohol test indicating a violation of this policy.

B. Penalties for Violations: Engaging in any illegal drug activity, producing a positive test result on a urinalysis test indicating the illegal use of drugs, refusal or failure to fully cooperate in testing, or any other violation of this policy will lead to discipline up to and including discharge.

C. Policy Enforcement: The PCCA reserves the right to perform urinalysis and/or alcohol testing under the following conditions:

1. Pre-Employment/Post-Offer Testing: Any applicant who has been presented with an offer of employment must submit to a urinalysis test. An applicant who refuses to consent or submit to a urinalysis test will no longer be considered eligible for hire. Further, any offer made to an applicant who produces a positive test result for illegal drugs on a urinalysis test will be withdrawn.

2. Reasonable Suspicion Testing: When the PCCA determines that there is reasonable individualized suspicion to believe that an employee may have violated the prohibitions of this policy, the PCCA may require the employee to submit to urinalysis testing and/or alcohol testing. Reasonable suspicion may be based upon, among other factors:

    a. Observable phenomena, such as direct observation of alcohol or drug use and/or the physical symptoms of being impaired by a drug;

    b. Deteriorating work performance, absenteeism, or poor personal hygiene;

    c. A pattern of abnormal conduct, erratic or a marked change in personal behavior or attitude;

    d. An arrest or conviction for a drug-related offense or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking;

    e. Information provided by reliable and credible or independently corroborated sources;

    f. Newly discovered evidence that the employee has tampered with a previous drug/alcohol test.

    g. Any supervisor who believes reasonable suspicion testing is appropriate in a particular case should immediately report that recommendation to the PCCA's Director of Human Resources. Before reasonable suspicion testing is administered, the PCCA's Director of Human Resources must substantiate the decision to test. If the decision to test is substantiated, arrangements will be made for transporting the employee to and from the sample collection site.

3. Post-Incident Testing: Any employee that management suspects may have caused, contributed to, or been involved in a job-related accident or injury is subject to urinalysis and/or alcohol testing. Post-incident testing occurs when there is reason to believe that an employee may have contributed to an injury to themselves, another employee, another person,

or may have contributed to substantial damage to PCCA property or the property of another entity or individual.

4. Random Testing:

   a. The PCCA may, in its sole discretion, choose to screen all employees holding safety-sensitive positions for the illegal use of drugs or improper use of alcohol in violation of this policy without a determination of reasonable suspicion that an employee is abusing alcohol and/or drugs, or may also conduct across-the-board drug screening by selecting certain job categories or departments and screening all employees holding safety-sensitive positions in those selected categories or departments. Submission to such testing is a condition of continued employment.

   b. Additionally, random urinalysis testing or alcohol testing of specified percentages of the workforce holding safety-sensitive positions may be conducted. The percentage of the workforce tested and the timing and frequency of random testing is a matter within the sole discretion of management.

   c. In order to ensure that any random drug screening is conducted in a nondiscriminatory manner, the PCCA will select employees by a computer program that randomly selects candidates for drug testing from a pool of all employees holding safety-sensitive positions. Employees selected to be tested on one random testing occasion will not be deleted from the pool on the next random testing occasion; all employees holding safety-sensitive positions are subject to being randomly selected for drug testing on any testing occasion.

5. Safety-Sensitive Positions: A "safety-sensitive position" includes a position that, to any extent, involves any of the following:

   a. Emergency-response obligations for PCCA;

   b. Functions necessary to maintaining PCCA security;

   c. Driving a truck weighing more than 25,000 pounds or operating heavy mechanized equipment;

   d. Inspecting, servicing, or conditioning such vehicles or equipment;

   e. Directing, in any fashion, any ship or other vessel utilizing PCCA facilities or services;

   f. Engaging in safety-sensitive communications with any ship or other vessel utilizing PCCA facilities or services; or

g. Any other function for which a momentary lapse by an employee could result in an accident.

6. Consent to Test: Compliance with the PCCA's Substance Abuse Policy is a condition of employment for all employees hired prior to and after the effective date of this policy. Current employees will be required to sign a written consent and release which will become part of each employee's personnel file. Applicants will be required to sign a written consent and release before being subject to sample collection for pre-employment testing. Additionally, the PCCA will not perform a drug test or alcohol test on an applicant or employee without first obtaining the individual's signed consent. The signed consent will also provide for the release of the test results to the PCCA.

7. Testing Requirements: Any drug test performed on applicants or employees will be performed utilizing the services of a qualified testing laboratory. Testing will consist of an initial screening (urine) test, wherein the urine specimen will be tested for the presence of drugs. If a positive test result is found, a second, more comprehensive test (Gas Chromatograph/Mass Spectrometer test) will be conducted to confirm the results of the first test.

   a. Applicants: If the results of the first test are confirmed, an applicant will be eliminated from consideration for employment.

   b. Employees: If the results of the first test are confirmed, the employee will be subject to disciplinary action up to and including discharge.

   c. For purposes of alcohol screening, the PCCA may employ existing methods of breath or blood testing to determine the level of intoxication. Refusal to submit to an ordered urinalysis or alcohol-screening test is a violation of PCCA policy and will result in termination.

8. Searches and Inspections: When the PCCA has good reason to suspect that there may be drug or alcohol use or possession in violation of this policy by employees or other persons on PCCA property, the PCCA reserves the right to conduct or employ specialists to conduct searches and inspections, including the use of scent-trained dogs. The Executive Director must approve searches and inspections, which may be conducted at any time without notice. During any search, there will be at least one searcher and one observer present. In conducting such a search, management will attempt to carry it out in a confidential and discreet manner. Employee work areas, desks, lockers, briefcases, and personal vehicles parked on PCCA property may be subject to searches at any time. The PCCA may also search any personal items brought onto PCCA

premises, and employees should have no expectation of privacy with regard to those items. In addition to drug and alcohol concerns, searches may be conducted for other legitimate reasons. Refusal to voluntarily submit to a search or inspection by a supervisor or authorized search specialist is a violation of PCCA policy and may result in disciplinary action up to and including dismissal.

9. Rehabilitation, Treatment, and Education: An employee's decision to admit to substance abuse and seek assistance for alcohol or drug abuse/dependency will not be used against the employee for disciplinary purposes. However, where facts establish a violation of this policy or other PCCA policies, requesting assistance will not prevent the imposition of disciplinary action up to and including termination of employment. The PCCA encourages employees to seek rehabilitation; however, rehabilitation is the responsibility of the employee. Any employee seeking medical attention for alcoholism or drug addiction may use benefits under the PCCA's group medical insurance plan, if available (questions about coverage may be directed to the PCCA's Director of Human Resources). Employees completing medical treatment or formal treatment programs will be required to submit to drug and alcohol screening tests prior to being allowed to return to work and as often as management deems appropriate for a period of one year thereafter (without prior notice to the employee). Currently, the PCCA does not offer any drug or alcohol education, training, or treatment program for employees.

10. Modification of Policy: The PCCA may amend, modify or terminate this policy at any time. Employees will be notified of such actions. This policy, alone or in conjunction with other PCCA policies, does not constitute an employment contract or agreement between any employee and the PCCA.

11. Confidentiality: The test and results of any drug or alcohol test will be kept confidential. The identity of individuals in rehabilitation programs will also be kept confidential. A testing administrator will be designated to receive test results and will notify the appropriate supervisors on a need-to-know basis.

12. Employees who have any questions regarding this policy are encouraged to speak with the PCCA's Director of Human Resources.

## 1.08 CONCEALED HANDGUN POLICY

The use or possession of firearms, except by law enforcement officials or authorized security personnel, is prohibited on all PCCA property. PCCA property includes all land, parking areas, facilities, buildings, offices, open and covered cargo storage areas, sheds and docks (including their entries and exits) owned, controlled or operated by the PCCA.

In addition, prohibited areas include PCCA equipment, machinery, railroad right-of-way, and roadways that are owned, controlled, or operated by the PCCA. Contractors will adhere to this policy. Failure to do so may result in the termination of an individual or termination of the contract.

**PART 2 – PRODUCTS** (Not Used)

**PART 3 – EXECUTION** (Not Used)

**END OF SECTION**

# DIVISION 01

## GENERAL REQUIREMENTS

**SECTION 01 14 13**

**ACCESS TO PORT AUTHORITY PROPERTY**
**ITEM 669 ( C ) ( R ) 04-21-2015**

## PART 1 - RESTRICTED ACCESS

1.01 DEFINITIONS

A. Escort: an individual, who has been issued a TWIC, who engages in escorting, as defined in the Maritime Transportation Security Act (MTSA), 33 C.F.R. § 101-107, and who assumes the responsibility for accompanying authorized non-TWIC holder(s) into a TWIC secure area.

B. Escorting: ensuring that the escorted individual is continuously accompanied while within a TWIC secure area in a manner sufficient to observe whether the escorted individual is engaged in activities other than those for which escorted access was granted.

C. Restricted Area: the infrastructure or locations identified in an area, vessel, or facility security assessment or by the owner/operator that require limited access and a higher degree of security protection. **(1 TWIC holder for 5 non-TWIC holders)**

D. TWIC Secure Area: the area over which an owner/operator has implemented security measures for access control and includes restricted areas within TWIC secure areas. **(1 TWIC holder for 10 non-TWIC holders)**

E. Transportation Worker Identification Credential (TWIC): a common identification credential for all personnel requiring unescorted access to secure areas of MTSA-regulated facilities and vessels, and all mariners holding Coast Guard-issued credentials. Individuals who meet TWIC eligibility requirements are issued a tamper-resistant credential containing the worker's biometric (fingerprint template) to allow for a positive link between the card and the individual.

1.02 To promote public safety and efficient operations, the Port Authority may restrict access to part of or all Terminal Facilities and other designated TWIC Secure and Restricted Areas within its jurisdiction. Users, however, are responsible for the security of any area of a Terminal Facility in which the User's cargo or other personal property is located. The Port Authority is not responsible for providing escorts to non- TWIC holding personnel of Users. The User is responsible for providing TWIC holding escorts to accompany and/or monitor, as applicable, their non-TWIC holding personnel.

1.03 Before being authorized to escort a non-TWIC individual, the TWIC-holding escort must have prior authorization from the Port Authority to enter a Port facility (e.g. gate list, company letterhead document). Each authorized escort must complete the "Escort Agreement" form provided at the guard station. Each escort will be given a copy of the "Escort Rules." TWIC Escorts shall comply with all rules pertaining to escorting non-TWIC individuals.

The TWIC escort and its employer assume all liability for penalties levied against the Port Authority for failure of the respective escort to comply with escorting responsibilities mandated by 33 C.F.R. §105 and other applicable U.S. Coast Guard requirements.

1.04 Docks, piers, and wharves, within secure areas, are restricted areas. Warehouses, designated open cargo storage areas adjacent to, or otherwise within the same immediate area of restricted areas, are designated TWIC secure areas. A TWIC is required for unescorted access to these TWIC secure and restricted areas at all times.

## PART 2 - AUTHORIZATION REQUIRED TO ENTER UPON PORT AUTHORITY PROPERTY

2.01 The security measures for control of access to Port Authority Property listed below are intended to fulfill the following purposes:

- Deter the unauthorized introduction of dangerous substances and devices, including any device intended to damage or destroy persons, vessels, facilities or ports.

- Secure dangerous substances and devices that are authorized by the Port Authority and the owner or operator to be on the facility; and control access to the facility.

A. TWIC/PHOTO IDENTIFICATION CARD

1. Except as otherwise noted in this paragraph, all persons requiring unescorted access to TWIC secure areas must possess, and present, a TWIC, before such access is granted. Federal officials are not required to obtain or possess a TWIC card. Except in cases of emergencies or other exigent circumstances, in order to gain unescorted access to a TWIC secure area, a federal official must present his/her agency's official credential. Law enforcement officials, in the actual discharge of their official duty, at the State or Local level are not required to obtain or possess a TWIC to gain unescorted access to TWIC secure areas. State and local emergency responders are exempt from the requirement to have a TWIC when they are responding to an emergency.

2. At most Port Authority facilities, access to the facility is gained either through a guard manually logging the individual, or by the individual scanning their TWIC against a TWIC reader. In order to use TWIC readers, individuals must enroll their TWIC into the Port Authority Access Control System (instructions provided below). If an individual has not enrolled his or her TWIC with the Port Authority, the individual Will be required to present their TWIC, and one additional acceptable form of identification to the security guard at the access control point to the facility before access will be given. *See* 33 C.F.R. § 101.515. Individuals may enroll their TWIC into the Port Authority AMAG Access Control System. There is no fee for such enrollment. To enroll a TWIC with the Port Authority, the individual

must meet with the Port Access & Administrative Specialist at the Port Security Command Center, 1002 E. Port Avenue, Corpus Christi, Texas, 78401 (no appointment is needed). The individual must have a signed company letterhead document reflecting the request for authorization to enter a certain facility (or facilities), as well as the period of time (days/hours of the day) that entry will be necessary. Individuals desiring to enroll their TWIC with the Port Authority must know their TWIC Personal Identification Number (PIN) to be able to enroll their TWIC. NOTE: If the PIN has been forgotten, the individual must request the Transportation Security Administration (TSA) TWIC Office to reset their PIN. When an individual has successfully enrolled their TWIC into the Port Authority Access Control System, the TWIC is the only identification that will be required to be presented by that individual to gain authorized and unescorted access to a Port Authority facility, in most cases. Port employees are issued Port Identification cards, in addition to their TWIC (if the employee is required to have a TWIC).

3. If an individual cannot present a TWIC because it has been lost, damaged or stolen, and he or she has previously been granted unescorted access to the facility and is known to have had a valid TWIC, the individual may be given unescorted access to TWIC secure areas for a period of no longer than seven (7) consecutive calendar days, or in accordance with the most current U.S. Coast Guard guidance, if the following requirements are met:

    a. The individual has reported the TWIC as lost, damaged or stolen to TSA as required in 49 C.F.R. § 1572.19(f); and

    b. The individual can present another identification credential that meets the requirements of 33C.F.R. § 101.515; and

    c. There are no other suspicious circumstances associated with the individual's claim of loss or theft.

4. If an individual cannot present his or her TWIC for any other reason, he or she may not be granted unescorted access to the TWIC secure area. The individual must be under TWIC escort, as described above, at all times when inside of a TWIC secure area.

5. With the exception of Federal, State and Local Regulatory & Law Enforcement/Emergency responders, all persons granted unescorted access to TWIC secure areas of the facility must be able to produce his or her TWIC upon request.

6. Personal vehicles that require access to TWIC secure areas of the Port Authority may be issued a decal, for a fee, that will permit them to remain within authorized areas on the facility. Vehicle decals expire, and must be

renewed, annually. See Part Four.

7. TWIC cards expire on the 5th anniversary from date of issue. Individuals must renew their TWIC enrollment in the Port Access Control System annually. Port Authority employee ID cards expire, and must be renewed, annually.

8. 33 C.F.R. § 105.257 entitled "Security Measures for newly-hired employees" applies to Port Authority personnel only. The Port Authority has an internal policy that addresses 33 C.F.R. § 105.257. Tenant/Customer/Visitor newly-hired employees without a TWIC, require a TWIC escort in accordance with 33 C.F.R. § 105 and this Tariff Item.

## PART 3 - SEAFARER ACCESS AND VISITOR PASSES

3.01 SHIPS' CREW MEMBERS AND OTHER SEAGOING PERSONNEL

Ships' crew members and other seagoing personnel calling at Terminal Facilities may be permitted access to Terminal Facilities, without a TWIC, for purposes of performing their assigned work on the dock immediately adjacent to the vessel. Otherwise, Ships' crew members and other seagoing personnel must comply with TWIC regulations. The Port Authority Facility Security Officer (FSO), through his/her designated representative, will ensure the vessel Master or Vessel Security Officer (VSO), and ship's agent be made aware of approved, no cost means of seafarer access between the vessel and the facility Access Control Point (gate).

3.02 VISITOR PASSES

Visitor passes will be issued to casual visitors at Access Control Points upon presentation of a photo ID issued by a city, state or federal agency and upon verification that the person has received Port Security authorization to enter a facility. Visitors must be escorted by a TWIC holder while in TWIC secure areas. Escorts must remain with their visitors while in TWIC secure areas. Vehicle and visitor passes must be surrendered/retrieved when the vehicle/person departs from the terminal facilities.

## PART 4 - OPERATION OF MOTOR VEHICLES ON PORT AUTHORITY PROPERTY

4.01 All vehicles entering upon Port Authority property are subject to security screening at any time while on the facility. If the driver of a vehicle refuses to permit such security screening, access will be revoked and/or denied.

4.02 Only authorized vehicles may be operated in or on Terminal Facilities. If, in the judgment of the Port Authority, the use, driving, operating or parking of a motor vehicle does, or will interfere with the efficient and safe operations within Terminal Facilities, then designated Port Authority representatives, including the Port Authority's security and police personnel, may order such vehicle(s) out of the area, or may order the removal of the vehicle from the Terminal Facility. The Port Authority may order the removal of

vehicles not in compliance with this provision, and in such event all towing and storage will be charged to the owner of the vehicle.

4.03 Certain areas have been or may be designated for parking and are so marked. Automobiles or other vehicles must be parked in these areas. Automobiles or other vehicles that are not parked in designated parking areas may be subject to removal as noted above.

4.04 Part Four is subject to Tariff Item 666 entitled Vehicles Prohibited on Docks During Loading or Unloading

**PART 5 - AUTHORIZED VEHICLES**

5.01 Only the following vehicles will be permitted to drive into TWIC secure areas:

- Port Authority owned;
- Official government vehicles;
- Personal vehicles displaying a Port Authority issued decal; or
- Clearly marked contractor or vessel servicing company vehicle actively engaged in loading or unloading cargo, servicing a vessel or requiring access for some other authorized purpose.

5.02 Taxicabs and other conveyances-for-hire must display a Port Authority vehicle decal prior to being permitted access into secure areas.

5.03 For purposes of this section, "clearly marked" means company signage on the vehicle that is printed legibly, and that is of font size that would permit a reasonable person to easily read the information from at least 15' from the side of the vehicle. Decals for personal vehicles owned by Port Authority employed personnel must be authorized by the Director of the Port department that the Port employee has been assigned to. There is no charge for decals issued to Port Authority personnel.

5.04 Registration Fee for a vehicle decal is Ten Dollars ($10.00). The fee may only be paid by cash or by a company issued check. Persons desiring a vehicle decal must present a company letterhead document that reflects the company authorization for the individual to be issued a vehicle decal. That authorization may be contained in the same company letter requesting authorization be granted for the individual(s) to enter a restricted/TWIC secure Terminal Facility. Port Security staff will require the individual to provide proof of motor vehicle liability insurance and proof of state vehicle registration, and, if applicable, state inspection, as required by the applicable laws of the State of Texas. *Failure to furnish satisfactory proof of liability insurance may result in denial of access to or upon restricted/TWIC secure Terminal Facilities.*

5.05 Vehicle decals are non-transferable. Vehicle decals are valid for one year. Vehicles whose liability insurance expires within the year may obtain one renewal at no charge. Vehicle decals must be affixed to the front windshield of the authorized vehicle in a position where

it can be clearly seen. When a vehicle is sold, traded, destroyed or the owner no longer is employed or associated with the Port Authority, the decal must be removed and returned to the Port Authority Police Department.

5.06 The Port Authority may recognize vehicle access decals or "rear view mirror hangers" issued by designated Port Industries or other Texas Ports.

## PART 6 - PROHIBITED ITEMS

6.01 In accordance with the Maritime Transportation Security Act of 2002 and Title 33, U.S. Code of Federal Regulations (CFR) Part 105, the possession of firearms, ammunition, personal chemical dispensing devices, tire deflation devices, or other devices designed or adapted primarily to inflict bodily injury or serious bodily injury are prohibited within any Port of Corpus Christi Authority (PCCA) secure/restricted area, as defined in the PCCA Facility Security Plan and approved by USCG Sector Corpus Christi.

6.02 Individuals requesting access to a PCCA secure/restricted area who are in lawful possession of a firearm, or other device, will be required to secure the firearm or device in a lockable storage locker at the primary access control point to that secure/restricted area. The firearm, or other device, shall be returned to the individual when the individual leaves the secure/restricted area.

6.03 Federal, State, and Local law enforcement officials, acting in the actual discharge of their official duties, and/or when authorized by statute, are exempt from the provisions in this Part Six.

6.04 Alcoholic Beverages, as defined by Texas Alcoholic Beverage Code, Title 1, Chapter 1, Sec. 1.04(1), are prohibited on Port property, Terminal facilities, or within Secure/restricted areas, except as provided herein;

A. Section 6.04 does not apply to vessel crewmembers provided that the Master/Captain of the respective vessel, or their designated authorized representative has communicated authorization for crewmembers to bring alcoholic beverages aboard the respective vessel; such authorization will be provided to the Port of Corpus Christi Authority Harbormasters office, or the Port of Corpus Christi Authority Security Command Center.

B. Section 6.04 does not apply when the possession of Alcoholic Beverages has been specifically authorized by the Port of Corpus Christi Authority Executive Director, or that individual's authorized designated representative.

6.05 Illegal drugs, narcotics, and controlled substances, as defined and as deemed unlawful by provisions Texas Health and Safety Code, and amendments thereto, are prohibited on PCCA property, Terminal facilities, or within PCCA secure/restricted areas.

**END OF SECTION**

## SECTION 01 31 13

## PROJECT COORDINATION

### PART 1 – GENERAL

1.01 SUMMARY

A. This section specifies administrative and supervisory requirements necessary for project coordination including, but not necessarily limited to:

1. Coordination

2. Administrative and supervisory personnel

3. General installation provisions

B. Progress meetings, coordination meetings, and pre-installation conferences are included in Section 01 31 19 - Project Meetings.

C. Requirements for construction schedules are included in Section 01 33 00 - Submittals.

1.02 COORDINATION

A. Coordination: Coordinate construction activities (as defined in the various sections of these specifications) to assure efficient and orderly installation of each part of the work. Coordinate construction operations (as defined in the different sections of the specifications) that are dependent upon each other for proper installation, connection, and operation.

1. Where installation of one part of the work is dependent upon installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.

2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.

3. Make adequate provisions to accommodate items scheduled for later installation.

4. Prepare memoranda for distribution to each involved party outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progression of the work. Such administrative activities include, but are not limited to, the following:

1. Preparation of schedules

2. Installation and removal of temporary facilities

3. Delivery and processing of submittals

4. Progress meetings

5. Project closeout activities

1.03 SUBMITTALS

Within 10 days of the Notice to Proceed, the Contractor will submit a list of the Contractor's principal staff assignments including the superintendent and other personnel in attendance at the site; provide a proposed organizational chart that identifies individuals, their duties and responsibilities; and list the proposed staff's addresses and telephone numbers.

1.04 GENERAL INSTALLATION PROVISIONS

A. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations if those instructions and recommendations are more explicit or stringent than requirements contained in the Contract Documents.

B. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.

C. Recheck measurements and dimensions before starting installation procedure.

D. Install each component during weather conditions and at the point in the project sequence that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.

E. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

1.05 CLEANING AND PROTECTION

A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration until Final Acceptance.

B. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:

1. Excessive static or dynamic loading

2. Heavy traffic

3. Vibration from adjacent activity

4. Erosion

5. Damage by contact with construction equipment

**PART 2 – PRODUCTS** (Not Used)

**PART 3 – EXECUTION** (Not Used)

**END OF SECTION**

## SECTION 01 31 19

## PROJECT MEETINGS

### PART 1 – GENERAL

1.01 SUMMARY

A. This section specifies administrative and procedural requirements for project meetings including, but not limited to:

1. Pre-construction conferences

2. Pre-installation meetings

3. Coordination meetings

4. Progress meeting

B. Requirements for construction schedules are specified in Section 01 33 00 - Submittals.

1.02 PRE-CONSTRUCTION CONFERENCE

A. A pre-construction conference and organizational meeting will be scheduled by the PCCA Construction Representative at the Project site or other convenient location no later than 10 days after execution of the Agreement and prior to commencement of construction activities. The meeting will be conducted to review responsibilities and personnel assignments with the PCCA Construction Representative and Contractor.

B. Attendees: The PCCA Construction Representative, Contractor, and subcontractors will each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.

C. Agenda: Discuss items of significance that could affect progress including such topics as:

1. Tentative construction schedule

2. Critical working sequencing

3. Designation of responsible personnel

4. Procedures for processing field decisions

5. Procedures for processing applications for payment

6. Distribution of Contract Documents

7. Submittal of shop drawings, product data, and samples

8. Preparation of record documents

9. Use of the premises

10. Office, work, and storage areas

11. Equipment deliveries and priorities

12. Safety procedures

13. First aid

14. Security

15. Housekeeping

16. Working hours

1.03 PRE-INSTALLATION MEETINGS

A. Pre-installation meetings may be held prior to beginning installation of critical work items. These items include:

1. Rail work

2. Traffic control plan

3. Limestone paving

4. Ditch re-grading

B. These meetings will be attended by all persons involved in the supervision, inspection, and quality control of this work. Those required to attend are as follows:

1. PCCA Construction Representative

2. Contractor's project manager and superintendent

3. Subcontractor's superintendent

4. Crew foremen

C. Agenda will include:

1. Layout, horizontal and vertical control, *etc*.

2. Equipment and materials required

3. Specific methods to be used for installation

4. Review of applicable specifications

1.04 COORDINATION MEETINGS

A. The PCCA Construction Representative reserves the right to schedule and conduct coordination meetings at his option.

B. The Contractor will conduct coordination meetings with his subcontractors; however, the PCCA Construction Representative will be invited to such meetings.

C. Agenda: Review and resolve operational conflicts between subcontractors, suppliers, and/or PCCA operations.

1.05 PROGRESS MEETINGS

A. The PCCA Construction Representative reserves the right to schedule and conduct weekly meetings at his option.

B. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the project.

C. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's construction schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited and secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the contract time.

D. Review the present and future needs of each entity present including such items as:

1. Interface requirements

2. Time

3. Sequences

4. Site utilization

5. Hours of work

6. Hazards and risks

7. Housekeeping

8. Quality and work standards

9. Change orders

10. Documentation of information for payment requests

E. Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

**PART 2 – PRODUCTS** (Not Used)

**PART 3 – EXECUTION** (Not Used)

**END OF SECTION**

# SECTION 01 33 00

# SUBMITTALS

## PART 1 – GENERAL

### 1.01 SUMMARY

This section specifies administrative and procedural requirements for submittals requisite to the performance of the work, including:

A. Contractor's partial payment and construction schedule

B. Submittal schedule

C. Shop drawings

D. Product data and mill certificates

### 1.02 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate each submittal with fabrication, purchase, testing, delivery, other submittals, and related activities that require sequential activities.

2. Processing:

a. Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals (including time for resubmittals).

b. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The PCCA Construction Representative will promptly advise the Contractor when a submittal being processed must be delayed for coordination.

B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. Provide a space approximately 4" x 5" on the label or beside the title block on shop drawings to record the Contractor's review and approval markings and the action taken.

2. Include the following information on the label for processing and recording action taken.

a. Project name

b. Date

c. Name of PCCA Construction Representative

d. Name of Contractor

e. Name of subcontractor

f. Name of supplier

g. Name of manufacturer

h. Number and title of appropriate specification section

i. Drawing number and detail references as appropriate

1.03 CONTRACTOR'S PARTIAL PAYMENT AND CONSTRUCTION SCHEDULE

Prepare a fully developed construction schedule, preferably a computer-based CPM type, but a Gantt chart at a minimum. Submit within 10 days of issuance of the Notice to Proceed. The schedule will include the following:

A. Secure time commitments for performing critical elements of the work from parties involved. Coordinate each element on the schedule with other construction activities including minor elements involved in the sequence of the work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the work.

B. Prepare the Contractor's construction schedule with the schedule of values, list of subcontractors, submittal schedule, progress reports, schedule of anticipated monthly partial payment requests, and all other schedules.

C. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the PCCA Construction Representative's procedures necessary for certification of Substantial Completion.

1.04 SUBMITTAL SCHEDULE

A. After development and acceptance of the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule within 10 days of the date required for establishment of the Contractor's construction schedule.

1. Coordinate submittal schedule with the list of subcontractors, schedule of values, and the list of products as well as the Contractor's construction schedule.

2. Prepare the schedule in chronological order; include all submittals required during construction. Provide the following information:

a. Scheduled date for the first submittal

b. Related section number

c. Submittal category

d. Name of subcontractor

e. Description of the part of the work covered

f. Scheduled date for resubmittal

g. Scheduled date for PCCA Construction Representative's final release or approval

B. Distribution:

1. Following response to initial submittal, print and distribute copies to the PCCA Construction Representative, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the project meeting room and field office.

2. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the work and are no longer involved in construction activities.

C. Schedule Updating: Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with each meeting report.

1.05 SHOP DRAWINGS

A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis for shop drawings. Standard information prepared without specific reference to the Project will not be considered shop drawings. Reproductions of the Contract Documents will be immediately rejected for resubmittal.

B. Shop drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings. Include the following information:

1. Dimensions

2. Identification of products and materials included

3. Compliance with specified standards

4. Notation of coordination requirements

5. Notation of dimensions established by field measurement

C. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit shop drawings on sheets at least 8½" x 11", but no larger than 24" x 36".

D. Final Submittal: Submit one (1) digital copy of AutoCAD drawings and one (1) hard copy of drawings; submit three (3) prints and one (1) electronic copy where required for maintenance manuals.

1.06 PRODUCT DATA

Collect product data into a single submittal for each element of construction or system. Product data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves. Where product data must be specially prepared because standard printed data is not suitable for use, submit as shop drawings.

A. Manufacturer's printed recommendation

B. Compliance with recognized testing agency standards

C. Application of testing agency labels and seals

D. Notation of dimensions verified by field measurement

E. Notation of coordination requirements

F. Mill certificates

1.07 PCCA CONSTRUCTION REPRESENTATIVE'S ACTION

A. Except for submittals for record, information of similar purposes where action and return is required or requested, the PCCA Construction Representative will review each submittal, mark to indicate action taken, and return promptly.

B. Compliance with specified characteristics is the Contractor's responsibility. Submittal will be rejected for non-compliance of required characteristics.

C. Action Stamp: The PCCA Construction Representative will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked to indicate the action taken.

D. Submittals not returned within 21 days of receipt by the PCCA Construction Representative will be considered approved as submitted by the Contractor.

**PART 2 – PRODUCTS** (Not Used)

**PART 3 – EXECUTION** (Not Used)

**END OF SECTION**

## SECTION 01 35 21

## POLLUTION PREVENTION

## PART 1 - GENERAL

1.01 SUMMARY

This specification establishes the minimum pollution prevention measures the Contractor will use during construction activities related to the following:

A. Pollution Prevention

B. Spill Prevention and Control

1.02 GENERAL

A. The Contractor will employ the following measures to prevent pollution during construction activities:

1. Conduct construction activities per all applicable local, state, and federal environmental regulations.

2. Take necessary precautions and use best management practices (BMPs) to prevent the discharge of materials, including trash and construction debris, from falling into the channel or becoming windblown during all phases of the construction activities.

3. Properly dispose of all wastes per applicable local, state, and federal regulations.

4. Take necessary precautions to minimize fugitive dust during construction activities, including constructing in phases to limit exposed soils from drying out, drive on permanent surfaces that can be swept, and use a watering truck to keep dust down on dry surfaces.

B. The Contractor will employ the following measures for spill prevention and control.

1. Spill Prevention Measures: Contractor will take proper precautions to prevent the spilling, dripping, or releasing of oils, greases, lubricants, and other materials into the ship channel or on land.

2. Spill Response Measures: First responder's priority is to contain the spill and locate the source of the spill immediately upon the discovery of an unauthorized release. The next priority is to stop the flow at the source.

First responder will immediately notify a Supervisor and Port Police Department (PD) at (361) 882-1182 of all spills regardless of size.

a. Notifications will be made as described below if the spill exceeds the following reportable quantities for release to land or water:

   i. Spills on Land: In addition to the notifications to Supervisor and Port PD, Contractor must notify the State Response Center at (800) 832-8224 for spills on land if the quantity spilled meets the reportable quantity as identified in Table 302.4 of 40 CFR 302.4 of hazardous substances, 210 gallons (5 barrels) or more of crude oil or oil other than a petroleum product or used oil, 25 gallons or more of petroleum product or used oil, or 100 pounds of industrial solid waste or other substance. Contractor must also notify the National Response Center at (800) 424-8802 if the spill on land will potentially violate applicable water quality standards, cause a film or sheen on the surface water, or cause a sludge or emulsion to be deposited beneath the surface of the water and advise Port PD of the same.

   ii. Spills on Water: In addition to the notifications to Supervisor and Port PD, Contractor must notify the State Response Center at (800) 832-8224 and the National Response Center at (800) 424-8802 for spills on water of 100 pounds or lower quantity as identified in Table 302.4 of 40 CFR 302.4 of hazardous substances; any amount of crude oil or oil other than a petroleum product or used oil, petroleum product or used oil in a quantity sufficient to create a sheen, or 100 pounds of industrial solid waste or other substances.

b. In the event of a spill, the Contractor will adhere to the following precautions:

   i. Keep the area well ventilated.

   ii. Dispose of the cleanup materials properly.

   iii. Do not use emulsifiers or dispersants.

   iv. Know the material being handled and any product specific precautions including, but not limited to, proper protective clothing.

v. Contact the Port's designated Environmental representative and relay the substance type and quantity spilled, the location and time of release, the nature of the response actions taken, and the size of the impacted or potentially impacted area.

vi. Clean up all spills at once after discovery.

c. Cleanup operations will be continued until the Port's designated Environmental representative and/or proper control agencies deem that an adequate cleanup has been accomplished.

3. Removal Procedures for Spills on Land: As much liquid material as is practical will be removed by vacuum truck. The remaining material will be removed using absorbents. Collected product and spent absorbent material will be disposed of in accordance with applicable rules and regulations. All affected soils will be excavated and disposed of in a proper manner. Confirmation sampling may be required, and excavation will be backfilled with clean fill.

4. Removal Procedures for Spills on Water: Booms will be placed upstream and downstream of the spill area to contain the spill. Absorbent pads or other appropriate skimming devices will be used to remove as much spilled material from the surface of the water as possible. Collected product and spent absorbent material will be disposed of in accordance with applicable rules and regulations.

**PART 2 – PRODUCTS** (Not Used)

**PART 3 – EXECUTION** (Not Used)

**END OF SECTION**

## SECTION 01 35 30

## TROPICAL STORM AND HURRICANE PREPAREDNESS

## PART 1 – GENERAL

1.01 BACKGROUND

Preparation Hurricane Preparedness Action Plan and procedures to be followed by Contractor for preventing and mitigating damage of all property within PCCA work areas during a tropical storm or hurricane event.

1.02 TROPICAL STORM AND HURRICANE PLAN

Contractor is required to prepare a detailed Hurricane Readiness Plan for protection and evacuation of personnel and facilities in the event of an impending tropical storm or hurricane. This plan shall be submitted to PCCA Project Manager for review at the preconstruction meeting. This plan shall include as a minimum, the following:

A. The timeframe each phase of the plan will be put into effect. The time shall be in number of hours remaining for the storm to reach the jobsite in accordance to its predicted speed. Refer to Section 3.01 TROPICAL STORM AND HURRICANE READINESS in this specification.

B. A list of all major equipment, with details regarding the plan to relocate or secure equipment that will remain on site. Details include a breakdown of equipment to leave the site and which items will remain with a justification for remaining onsite.

C. Maintain an emergency phone list for all hurricane response and recovery personnel and key subcontractors.

D. The location of an evacuation site or safety zone, with route, for the relocation of any required equipment or personnel.

E. The estimated time and duration required to remove and/or secure all equipment and personnel from the jobsite.

F. At a minimum, the timeline for implementation will track with the PCCA Hurricane Readiness Plan, unless specific written approval for delayed implementation is approved by the PCCA.

**PART 2 – PRODUCTS** (Not Used)

## PART 3 – EXECUTION

3.01 TROPICAL STORM AND HURRICANE READINESS

The time frame of each phase corresponds to increasing degrees of threat as described below. The hurricane preparedness should outline detailed instructions to the crew on what to do under each "condition". Once phases commence these activities shall be prioritized above construction. Contractor will not receive additional compensation for hurricane preparedness tasks. The sum of time spent on hurricane related activities will be added in equal amount of additional days to complete the project.

A. CONDITION FOUR (Hurricane Port Condition WHISKEY means condition set when weather advisories indicates sustained gale force winds 39-54 mph from a tropical or hurricane force storm are predicted to make landfall at the port within 72 hours.): Normal daily jobsite cleanup and good housekeeping practices observed. Collect and store in piles or containers all scrap lumber, waste material, and rubbish for removal and disposal at the close of each workday. Maintain tidy construction site, including storage areas, and free of debris. Stack materials in neat piles less than 4 feet high. Remove all debris, trash, or objects that could become projectile hazards.

B. CONDITION THREE (Hurricane Port Condition X-RAY means condition set when weather advisories indicates sustained gale force winds 39-54 mph from a tropical or hurricane force storm are predicted to make landfall at the port within 48 hours.): Maintain "CONDITION FOUR" requirements and begin all prep-activities that cannot be completed in CONDITION TWO time frame. Commence securing and relocating operations necessary to prepare the project site and laydown/storage areas.

C. CONDITION TWO (Hurricane Port Condition YANKEE means condition set when weather advisories indicate that sustained gale force winds 39-54 mph from a tropical or hurricane force storm are predicted to make landfall at the port within 24 hours.): All marine vessels must leave the PCCA unless approved by USCG. Reinforce or remove form work and scaffolding. Secure or remove machinery, tools, equipment, and materials. Expend every effort to clear all projectile hazards and loose equipment and materials from project and storage areas.

D. CONDITION ONE (Hurricane Port Condition ZULU means condition set when weather advisories indicate that sustained gale force winds (39-54 mph/34-47 knots) from a tropical or hurricane force storm are predicted to make landfall at the port within 12 hours.): Closed to all commercial vessel traffic (including vessel transits within the port). Document pre-storm project site conditions. Secure the jobsite, turn off utilities and leave PCCA premises.

3.02 AFTER THE STORM

A. Prior to opening the project site up to all construction personnel's return, determine

if the site is safe to enter and what hazards are present. Ensure personnel inspecting the site are equipped with proper personal protective equipment.

B. Carefully inspect the project and determine the extent of storm related damage. Document all damage sustained to the project.

C. If there is damage, notify PCCA Project Manager and discuss duration of repairs and impact to the schedule critical path. All repair plans must be approved by PCCA Project Manager.

D. Allow return of only necessary personnel needed to clean and secure project site to safely resume project activities.

E. Allow return of construction personnel to resume construction activities after it is safe for all personnel to return to the site.

**END OF SECTION**

## SECTION 01 35 43

## ENVIRONMENTAL MANAGEMENT SYSTEM PROGRAM REQUIREMENTS

## PART 1 - GENERAL

1.01 SUMMARY

The Port has an ISO 14001 certified Environmental Management System (EMS). An EMS is a set of management processes and procedures that allow an organization to analyze, control, and improve the environmental impacts of its activities.

The fence line of our EMS program includes those port operations that take place in association with the Bulk Terminal and Maintenance Facilities and all operations that occur at the public cargo docks (Cargo Docks 8, 9, 10, 14, and 15), and associated laydown areas (Al Speight Military Rail Yard, Southside Cargo Terminal, North Side Open Storage Area, and North Bank Open Storage Area).

This specification establishes the minimum requirements and responsibilities for EMS compliance by the Contractors performing services for the Port related to the following:

A. Environmental Policy

B. Environmental, Health, and Safety Regulations

C. Documentation and Records

D. Training

E. Emergency Preparedness

F. Significant Aspects

G. Best Management Practices

1.02 GENERAL

A. Environmental Policy:

1. To guide the EMS program, the Port has an environmental policy that was approved by the Port Commission in March 2022, which states:

In its commitment to "Be an Environmental Leader," the Port of Corpus Christi Authority (Port), in collaboration with stakeholders, will mitigate environmental impacts, prevent pollution, and undertake environmental

stewardship initiatives to uphold the following six (6) key precepts and achieve the corresponding performance targets:

a. Air Quality: Uphold, through voluntary actions, the national ambient air quality standards established through the Clean Air Act, as amended in 1990. Achieve at least a 15% reduction in PM, VOC, $NO_x$ and $SO_x$ emissions per cargo ton handled relative to the most current emission inventory every three years.

b. Water Quality: Maintain or improve the quality of the Coastal Bend bays to be fishable and swimmable in accordance with the Clean Water Act, as amended in 1972. Achieve a 10% annual reduction in each of the measured water quality parameters (Al, Fe, Zn, Pb, and TSS) at each sampling location on Port property.

c. Soils and Sediments: Protect human health, as well as sediment and groundwater quality. Uphold the current practice of remediating spills that occur on Port property to a residential cleanup standard.

d. Habitat: Promote diverse, healthy native flora and fauna. Voluntarily create/restore 50 acres of habitat within the Corpus Christi and Aransas Bay systems every three years.

e. Resilience/Climate Adaptation: Prioritize sustainability and resilience in the development of Port facilities and Port operations. Integrate at least one sustainability strategy from the Port Corpus Christi Life Cycle Assessment Tool into all projects to which the Port dedicates capital dollars.

f. Climate Action: Support national and global emission reduction and net-zero initiatives under Goal 13 of the Paris Agreement. Achieve a 7.5% annual reduction in GHG emissions per cargo ton handled relative to the current emissions inventory.

The Port's Environmental Policy is a strategic imperative that guides all aspects of development and operations, supporting the Port's vision To Be the Energy Port of the Americas and its mission to Leverage Commerce to Drive Prosperity for the Coastal Bend region and beyond.

The Port's Environmental Policy formalizes many existing environmental programs intended to realize measurable positive impacts in surrounding communities and bays systems. The Port uses legislative channels to meet its environmental objectives, which focus on energy evolution, climate action, water resource management, and resource efficiency.

2. The Contractor and its employees will be aware of and comply with the Port's Environmental Policy.

3. The Contractor and its employees will review the Port's Environmental Policy prior to conducting any activities on Port property.

B. Environmental, Health, and Safety Regulations:

1. The Contractor will be aware of and conduct construction activities in accordance with all applicable local, state, and federal environmental regulations.

2. The Contractor will be aware of and conduct construction activities in accordance with all applicable local, state, and federal health and safety regulations.

C. Documentation and Records:

1. The Contractor will promptly submit the proper documentation and records as required for the activities and services being provided.

2. Prior to beginning construction, the Contractor will be responsible for communicating this information to all its employees and subcontractors' employees and ensuring that these employees know their roles and responsibilities pertaining to the Port's EMS Program. The Contractor will submit evidence of this communication to the Port's designated Environmental representative upon request.

D. Training:

1. The Contractor certifies that its employees that provide services to the Port are competent to perform and complete the work as assigned.

2. The Contractor certifies that its employees have the necessary experience, skill, and training required for activities being completed.

3. The Contractor will train its employees on the control of significant aspects identified in this specification. Contractor will submit copies of the training records to the Port's designated Environmental representative upon request.

4. Upon request, Contractor may request a copy of the Port's EMS Awareness training video to assist with training of its employees prior to working in the port area. The video may be obtained from the Port's designated Environmental Representative.

E. Emergency Preparedness and Response:

1. The Contractor will respond to emergencies on the Port's property as directed by Port personnel as per the Port's emergency manuals and procedures.

2. The Contractor will train its employees on emergency procedures as required by law for the activities and services being provided. The Contractor will submit copies of the training records to the Port's designated Environmental representative upon request.

F. Significant Aspects:

1. The Port has identified significant aspects of our operations to manage and improve the environmental impacts under the EMS program. Significant aspects are those aspects of our operations and activities that interact with the environment in some way and that the Port has identified as having a high priority for managing.

2. Construction activities should be conducted in such a way that supports the Port's effort to achieve the targets listed in the Port's Environmental Policy.

G. Best Management Practices:

1. The Contractor will utilize best management practices (BMPs) appropriate to the work being conducted to minimize potential impacts of its operations.

2. The following BMPs specific to the Port will be adhered to when in port area:

a. Air Emissions – Particulates: Contractor will take appropriate measures to prevent particulate emissions from work area including wetting work are to keep dust down and managing stockpiles to prevent windblown dust.

b. Air Emissions – Diesel: Contractor will keep work vehicles, equipment, and stationary engines well maintained and in good working condition. Contractor will not idle vehicles, equipment, and stationary engines when on standby for more than five minutes. Contractor should carpool to and from jobsite whenever possible and utilize alternative fuels that have lower emissions when practical.

c. Environmental Performance during Fueling Activities: When working on Port projects, Contractor will have personnel present during any fuel transfers. Stored fuel will be kept in secondary containment and visually inspected on a daily basis for signs of leaks

or potential problems. Contractor will also use spill pans and proper grounding procedures during product transfers.

Contractors supplying fuel to the Port will also utilize spill pans and proper grounding procedures during all fuel transfers.

d. Environmental Performance during Waste Disposal: When working on Port projects, Contractor will place wastes in appropriate containers that are properly labeled. Contractor will not mix wastes or re-use containers except when residue is same material being disposed of. All liquid wastes will be kept in containment.

When providing waste management activities for the Port, Contractor should utilize proper loading and transportation procedures to prevent spills and other incidents during shipment. Contractor will properly dispose of all wastes and maintain appropriate documentation of disposal activities.

e. Herbicide and Pesticide Use: Contractor will use chemicals properly and in quantities specified on the product labeling or Safety Data Sheet (SDS). Chemicals should not be mixed or counteract the intended effect of each chemical being used. Contractor will immediately cleanup any spills that occur, properly dispose of the material, and report any incidents immediately to the Port Police Department (PD) at (361) 882-1182.

f. Hazardous Lamp Management: Contractor will take necessary precautions during use and handling to prevent damaging or breaking hazardous lamps. Hazardous lamps and electrical components are to be recycled.

g. Preventative Maintenance: Contractor is required to maintain vehicles and equipment used in the port areas in good working condition. Vehicles and equipment that are leaking or dripping fluids will not be allowed on port property and if leaks or drips occur, they must be immediately and properly cleaned up and reported to Port PD per specification 01 35 21, “Pollution Prevention”.

h. Street Sweeper: Contractor will conduct routine preventative maintenance on street sweeping equipment utilized on Port projects, including checking for leaks, and will ensure employees are trained and qualified to operate their equipment. Contractor will use wet methods when conducting sweeping. Swept materials will be properly handled and disposed of. Contractor will ensure swept material does not enter into stormwater ditches or filter boxes.

i. Brazing Joints: Contractor will utilize appropriate personal protective equipment and will not braze in confined spaces. All paint, solvents, and residue must be removed from the work surface prior to brazing. Contractor will utilize lead free solder and will utilize alternate connectors when possible. Contractor will conduct brazing in well-ventilated areas and, whenever possible, will conduct brazing under mechanical welding air cleaners.

j. Paint Overspray Prevention: Contractor will prevent overspray by utilizing temporary paint booths around structure to be painted or by hand painting when practicable. Contractor will utilize water-based coating to minimize emissions and utilize paints with no or minimal volatile organic compounds (VOCs) whenever feasible. Contractor will use high-volume, low pressure (HVLP) paint spray guns and use a proportioner on the gun when applying dual component coatings such as epoxies and polyurethanes.

k. Electrical Consumption: Contractor should take all steps to reduce electricity consumed when using Port utilities and plan for alternative green energy sources whenever practical.

l. Spill Prevention: Contractor should provide adequate containment for liquid products stored and used on Port job sites and monitor the product inventory closely through daily inspections for spills and leaks. Contractor is responsible for notifying Port PD and immediate cleanup of all spills that occur per specification 01 35 21, “Pollution Prevention”. All spill cleanup materials should be picked up and properly disposed of. Drip pans are to be used to prevent leaks to the ground. Contractors’ vehicles and equipment should be inspected prior to being brought to job site and inspected each day while on job site to identify potential problems or leaking fluids.

m. Water Consumption: Contractor is to follow area mandated water restriction measures and employ water conservation measures wherever possible.

n. Stormwater Runoff: Contractor will utilize BMPs to minimize and reduce the contribution of pollutants to stormwater runoff. Work areas are to be maintained to prevent trash, debris, and sediments from washing off in stormwater runoff. Paved areas and drainage ways are to be swept and free of debris. Properly dispose of all trash, debris, sweepings, cigarette butts, etc. Environmental personnel will regularly inspect outfalls and remove built up sediments and debris. Sources of buildup will be investigated and Contractor, where

responsible, will be required to implement controls to prevent reoccurrence.

Don't rinse off or wash anything down the storm drain system. Conduct maintenance, painting and blasting activities, and washing activities in contained areas and under cover whenever practical. Contain all fuels, liquid products, and wastes. Keep batteries under a cover to prevent exposure to rain. Conduct routine inspections to identify potential problems. Utilize drip pans and containments to prevent spills. Use silt fences or other controls to prevent erosion of exposed areas. Clean up spills immediately and completely.

o. Third Party Environmental Performance: Contractor will utilize BMPs for operations being conducted. Properly dispose of all trash, debris, and wastes. Leaking vehicles and equipment are not permitted on Port property and will be required to be removed immediately upon discovery of a leak. Additionally, vehicle and equipment maintenance may not be performed on Port properties.

1.03 RELATED SECTIONS

A. Section 01 35 21 – Pollution Prevention

**PART 2 – PRODUCTS** (Not Used)

**PART 3 – EXECUTION** (Not Used)

**END OF SECTION**

## SECTION 01 35 43.19

## ENVIRONMENTAL PROCEDURES FOR MAINTENANCE PAINTING

## PART 1 - GENERAL

1.01 SUMMARY

This specification establishes the minimum environmental considerations concerning painting and blasting activities occurring on land or over water related to the following:

A. Environmental Regulations

B. Best Management Practices

C. Pollution Prevention

D. Waste Management

E. Recordkeeping

1.02 GENERAL

A. Environmental Regulations:

1. Painting and blasting activities will be conducted in accordance with all applicable local, state, and federal environmental regulations.

2. Air emissions from this project are authorized under Title 30 of the Administrative Code (TAC) 106.263(c) and do not require registration with the Texas Commission on Environmental Quality (TCEQ) unless the project duration exceeds 180 days. The Contractor is responsible for complying with the conditions of this permit by rule 30 TAC 106.263 and the general requirements for all permits by rule in 30 TAC 106.4 at all times, including but not limited to, overall site emissions limits of 25 tons per year (TPY) of volatile organic compounds (VOC) or inhalable particulate matter (PM); 15 TPY of particulate matter with diameters of 10 microns or less (PM10) and 10 TPY of particulate matter with diameters of 2.5 microns or less (PM2.5).

B. Best Management Practices:

1. The Contractor will employ best management practices (BMPs) during construction activities to minimize pollution during painting and blasting activities.

2. BMPs for surface preparation activities include, but are not limited to, such practices as:

   a. Blasting only when the wind direction and speed minimizes impacts to sensitive receptors and utilizing screens to contain blasting materials.

   b. Taking all reasonable precautions to prevent PM from becoming airborne including installing containment tarps around area to be blasted.

   c. Storing, handling, and managing abrasives and spent material in a way that prevents or minimizes the material from blowing offsite or otherwise creating a nuisance.

   d. Handling and moving spent materials in ways that prevent extraneous dust and loss of material until it is disposed of properly.

   e. Maintaining and keeping all emission control equipment in proper working condition and in use during blasting operations.

   f. Making every effort to prevent blasting material from reaching the water through containment when using dry abrasive blasting materials. Collecting all visible floating solids that reach the water.

   g. Minimizing on-site inventories of materials and re-using materials to the maximum extent possible.

   h. Evaluating materials to be blasted for potential heavy metals contamination (i.e., lead, chromium, cadmium) in the spent blast media and taking appropriate precautions.

   i. Considering use of a binding agent such as Blastox® if heavy metals are expected, to minimize the potential for spent blast media becoming hazardous waste.

3. BMPs for surface coating activities will include, but are not limited to, such practices as:

   a. Minimizing emissions of VOC by using surface coating materials that have the lowest VOC content appropriate to perform the task.

   b. Minimizing consumption of surface coating materials by using the highest practical transfer efficiency equipment (i.e., HVLP or airless application).

c. Preventing paint waste by taking all reasonable precautions to minimize overspray.

d. Utilizing containment (i.e., shrouds), drop cloths and tarps to prevent overspray and dripping onto surfaces not intended to be painted.

e. Minimizing on-site inventories of materials and re-using materials to the maximum extent possible.

C. Pollution Prevention:

1. The Contractor will employ pollution prevention techniques that reduce and eliminate waste and emissions during surface preparation activities.

2. Pollution prevention techniques will include, but are not limited to, such practices as:

a. Removing spent blasting material from the site as soon as possible or storing such material in containers to reduce exposure to stormwater runoff and preventing wind from blowing the blast media offsite.

b. Using adequate pollution control equipment that will not allow PM emissions to escape.

c. Storing materials and wastes as far away from any water body or stormwater outfall as is feasible.

d. Covering materials when rain is expected to eliminate exposure to stormwater.

e. Ensuring all containers storing volatile waste are maintained in a closed position when not being used.

f. Removing and disposing of filters in a manner that prevents the trapped PM from escaping into the atmosphere.

D. Waste Management:

1. All paint wastes will be properly containerized, managed, and disposed of as Universal Waste in accordance with 30 TAC 335.261 and 335.262 by the Contractor.

2. Captured spent blast media will be containerized and managed as directed by the Port's designated Environmental representative.

3. Paint wastes and spent blast media will not be disposed of in Port trash receptacles.

4. All wastes and unused materials must be removed as soon as possible by the contractor after completion of the job.

E. Recordkeeping:

1. The following project details regarding the painting and blasting activities for this project are documented on the attached "Maintenance, Startup, and Shutdown Daily Painting and Blasting Recordkeeping Form" which includes:

   a. Project scope.

   b. Facilities (i.e., equipment) utilized.

   c. Date, time, and duration of each activity.

   d. Air contaminants and amounts which are emitted as a result of painting and blasting.

      i. Daily emission totals.

      ii. Overall emission totals (total for the job, or 12-month rolling totals if the job lasts longer than 12 months).

2. The Contractor will complete the remainder of the "Maintenance, Startup, and Shutdown Daily Painting and Blasting Recordkeeping Form" and provide it to the Port's designated Environmental representative. The aforementioned form is only required to be completed once. If there are any modifications to the project scope that will alter the information provided on the "Maintenance, Startup, and Shutdown Daily Painting and Blasting Recordkeeping Form", please fill out the form again and re-submit to the Port's designated Environmental representative.

3. The following daily records are to be provided to the Project Manager with invoice for payment. The invoice will not be approved for payment until the appropriate records are provided.

   a. During the project, the Contractor will fill out the "Maintenance, Startup, and Shutdown Daily Painting and Blasting Recordkeeping Form" (form must be completed on a daily basis).

b. The Port will review the information provided on the Daily Recordkeeping Form, along with any supplemental attachments (i.e., Safety Data Sheet, or SDS), and enter the information into the "Coating and Blasting Calculation" spreadsheet to calculate the daily and rolling total emissions in TPY from the project.

**PART 2 – PRODUCTS** (Not Used)

**PART 3 – EXECUTION** (Not Used)

**END OF SECTION**

*[Complete this form as much as possible and include in the contract bid documents.]*

# MAINTENANCE, STARTUP, AND SHUTDOWN (MSS) DAILY PAINTING & BLASTING RECORDKEEPING FORM

| **Developed for: Port Corpus Christi Authority** | **Date:** | **Project #:** |
|---|---|---|

| | | |
|---|---|---|
| **PCCA Project Manager:** | **Phone:** | **Cell:** |
| **PCCA Environmental Representative:** | **Phone:** | **Cell:** |
| **Contractor Project Manager:** | **Phone:** | **Cell:** |
| **Contractor Foreman:** | **Phone:** | **Cell:** |

## Project Scope

**Project Location:** *(Attach aerial picture, if feasible)*

**Project Description:**

**Duration of Project***: (i.e., number of days)*

*If project is expected to last more than 180 days, immediately notify PCCA Senior Environmental Specialist)*

## Waste and Contaminated Materials

**Waste or Contaminated Materials Expected to be Generated On-site**:

1.
2.
3.
4.

*If unexpected wastes or other hazardous characteristics are encountered during the project, notify the PCCA Senior Environmental Specialist immediately.*

# MAINTENANCE, STARTUP, AND SHUTDOWN (MSS) DAILY PAINTING & BLASTING RECORDKEEPING FORM

***Instructions: This record is to be kept daily and available upon request. If not requested all daily records are to be submitted with the invoice for payment. Failure to provide daily records will result in delay in paying Contractors invoice.***

| **Developed for: Port Corpus Christi Authority** | **Date:** | **Project #:** |
|---|---|---|
| **Name:** | **Phone:** | **Cell:** |
| **Company:** | | |

## Blasting Materials

**Blasting Materials Utilized**: *[Attach Safety Data Sheet (SDS) and additional records if necessary]*

| Blasting Material | Amount Used (lbs.) | Start Time | End Time |
|---|---|---|---|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |

## Coating Materials

**Coating Materials Utilized**: *[Attach Safety Data Sheet (SDS) and additional records if necessary]*

| Coating Material | Amount Applied (lbs.) | Spraying Application[1] | Start Time | End Time |
|---|---|---|---|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |

**[1] List of spraying applications:**

- Air Atomized
- Airless
- HVLP

**List Additional Equipment Utilized (Attach Specifications):** *(i.e., shrouds, drop cloths, tarps, etc.)*

1.
2.
3.
4.

# SECTION 01 35 43.22

# ENVIRONMENTAL PROCEDURES FOR INDOOR PAINTING ACTIVITIES

## PART 1 - GENERAL

1.01 SUMMARY

This specification establishes the minimum considerations for indoor painting activities related to the following:

A. Environmental Regulations

B. Best Management Practices

C. Waste Management

1.02GENERAL

A. Environmental Regulations: Painting and blasting activities will be conducted in accordance with all local, state, and federal environmental regulations.

B. Best Management Practices:

1. The Contractor will employ best management practices (BMPS) during construction activities to minimize pollution during indoor painting activities.

2. BMPs for painting activities will include, but are not limited to, such practices as:

a. Minimize emissions of volatile organic compounds (VOCs) by using surface coating materials that have the lowest VOC content appropriate to perform the task.

b. Minimize consumption of surface coating materials by using the highest practical transfer efficiency equipment.

c. Prevent wasting paint by taking all reasonable precautions to prevent overspray or dripping.

d. Utilize drop cloths and tarps to prevent overspray and dripping onto surfaces not intended to be painted.

C. Waste Management:

1. All paint wastes will be properly disposed of in accordance with 30 TAC 335.261 and 335.262 by the Contractor.

2. Paint wastes may not be disposed of in Port trash receptacles.

**PART 2 – PRODUCTS** (Not Used)

**PART 3 – EXECUTION** (Not Used)

**END OF SECTION**

# SECTION 01 42 00

# DEFINITIONS AND STANDARDS

## PART 1 - GENERAL

1.01 SUMMARY

A. This section specifies administrative requirements for compliance with governing regulations, codes, and standards.

B. Requirements include obtaining permits, licenses, inspections, releases, and similar documentation as well as payments, statements, and similar requirements associated with regulations, codes, and standards.

1.02 DEFINITIONS

A. General: Definitions contained in this article are not necessarily complete but are general to the extent that they are not defined more explicitly elsewhere in the Contract Documents.

B. Indicated: "Indicated" refers to graphic representations, notes, or schedules on the drawings; other paragraphs or schedules in the specifications; and similar requirements in the Contract Documents. Where terms such as "shown," "noted," and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.

C. Directed: Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the Owner/PCCA Construction Representative," "requested by the Owner/ PCCA Construction Representative," and similar phrases. However, no implied meaning will be interpreted to extend the Owner/ PCCA Construction Representative's responsibility into the Contractor's area of construction supervision.

D. Approved: The term "approved," where used in conjunction with the Owner/ PCCA Construction Representative's action on the Contractor's submittals, applications, and requests, is limited to the responsibilities and duties of the Owner/ PCCA Construction Representative stated in the General and Special Conditions. Such approval will not release the Contractor from responsibility to fulfill Contract Document requirements unless otherwise provided in the Contract Documents.

E. Regulations: The term "regulations" includes laws, statutes, ordinances, and lawful orders issued by authorities having jurisdiction as well as rules, conventions, and agreements within the construction industry that control performance of the work, whether they are lawfully imposed by authorities having jurisdiction or not.

F. Furnish: The term "furnish" is used to mean supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. Install: The term "install" is used to describe operations at the Project site including the actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. Provide: The term "provide" means to furnish and install, complete and ready for the intended use.

I. Installer: An "installer" is an entity engaged by the Contractor, either as an employee, subcontractor, or sub-subcontractor, for performance of a particular construction activity including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

J. Project Site: That space made available by the Owner/ PCCA Construction Representative to the Contractor for performance of the Work either exclusively or in conjunction with others performing other construction as part of the Project. The overall extent of the Project site is shown on the drawings.

K. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report on and, if required, interpret results of those inspections or tests.

1.03 INDUSTRY STANDARDS

A. Applicability of Standards:

1. Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference.

2. Referenced standards take precedence over standards that are not referenced but recognized in the construction industry as standard practice.

B. Publication Dates: Where compliance with an industry standard is required, comply with the standard in effect as of the date of the Contract Documents.

C. Conflicting Requirements:

1. Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality

levels, the most stringent requirement will be enforced unless the Contract Documents indicate otherwise. Refer requirements that are different but apparently equal and uncertainties as to which level is more stringent to the Owner/ PCCA Construction Representative for a decision before proceeding.

2. Minimum Quantities or Quality Levels: In every instance, the quantity or quality level shown or specified will be the minimum to be provided or performed. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum values as noted or appropriate for the context of the requirements. Refer instances of uncertainty to the Owner/ PCCA Construction Representative for decision before proceeding.

D. Copies of Standards: Each entity engaged in construction on the project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are listed but not included with the Contract Documents. Also refer to paragraph 1.03-A-1 of this Section.

E. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where acronyms or abbreviations are used in the specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision.

**PART 2 – PRODUCTS** (Not Used)

**PART 3 – EXECUTION** (Not Used)

**END OF SECTION**

# SECTION 01 77 00

# CLOSEOUT PROCEDURES

## PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Closeout Procedures

B. Final Cleaning

C. Adjusting

D. Project Record Documents

E. Operation and Maintenance Data

1.02 CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with contract documents and ready for PCCA review.

B. Provide submittals to PCCA that are required by governing or other authorities.

C. Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.

1.03 FINAL CLEANING

A. Execute final cleaning prior to final project assessment.

B. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

C. Clean debris from drainage systems.

D. Clean site; sweep paved areas, rake clean landscaped surfaces.

E. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.04 ADJUSTING

Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.05 PROJECT RECORD DOCUMENTS

A. Provide PCCA 4 sets of the following record documents; record actual revisions to the work:

1. Drawings (electronic format)

2. Specifications

3. Addenda

4. Change orders and other modification to the contract.

5. Reviewed shop drawings, product data, and samples.

6. Manufacturer's instruction for assembly, installation, and adjusting.

7. O & M Manuals

B. Ensure entries are complete and accurate, enabling future reference by owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress.

E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:

1. Manufacturer's name and product model and number

2. Product substitutions or alternates utilized

3. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:

1. Measured depths of foundations

2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to PCCA Survey Markers.

3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the work.

4. Field changes of dimension and detail

5. Details not on original contract drawings

G. Submit documents to PCCA with claim for final application for payment.

**PART 2 – PRODUCTS** (Not Used)

**PART 3 – EXECUTION** (Not Used)

**END OF SECTION**

## SECTION 01 92 00

## OPERATION AND MAINTENANCE MANUALS

### PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

A. Prepare instructions and data by personnel experienced in the operation and maintenance of the associated equipment and processes included in each manual.

1.02 FORMAT AND CONTENT

A. Prepare data in the form of an instructional manual.

B. Binders: Commercial quality, 8-1/2 x 11-inch three ring binders with durable plastic covers; 3-inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

C. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of project; identify subject matter of contents.

D. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.

E. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:

1. Part 1: Directory, listing names, addresses, and telephone numbers of Key PCCA personnel, contractor, subcontractor, and major equipment suppliers.

2. Part 2: Operation and maintenance instructions, arranged by system. For each category, identify names, addresses, and telephone numbers of subcontractors and suppliers. Identify the following:

a. Significant design criteria.

b. List of equipment.

c. Parts list for each component

d. Operating instructions.

e. Maintenance instructions for equipment and systems.

f. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.

3. Part 3: Project documents and certificates, including the following:

a. Shop drawings and product data.

b. Certificates.

c. Photocopies of warranties and bonds.

F. Operating instructions. Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and any special operating instructions.

G. Maintenance instructions for equipment and systems. Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

H. Provide servicing and lubrication schedule, and list of lubricants required.

I. Include manufacturer's printed operation and maintenance instructions.

J. Include sequence of operation by controls manufacturer.

K. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

L. Provide control diagrams by controls manufacturer as installed.

M. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

N. Identify any and all approved substitutions and/or replacement equipment.

O. Test reports.

P. Provide security keys, lock combinations, etc., necessary to access all equipment, as applicable.

Q. Provide all passwords and access codes created during the course of construction activities. Provide original copies of any manufacturer software associated with equipment installation.

R. Provide one (1) electronic copy of all of the above information, in searchable, pdf format, linked to the table of contents of each binder, with one file per each binder as described above.

1.03 INSTRUCTION OF PERSONNEL

A. Before final inspection, instruct PCCA's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times.

B. For equipment requiring seasonal operation, perform instructions for other seasons within six months.

C. Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

D. Prepare and insert additional data in operation and maintenance manual when need for such data becomes apparent during instruction.

1.04 SUBMITTALS

A. Submit one (1) copy of preliminary draft with proposed formats and outlines of contents before start of work and one (1) electronic copy of the same as described in Section 1.04 above. PCCA will review draft and return one copy with comments.

B. Submit 1 hard copy and one electronic copy of completed draft volumes ten (10) calendar days prior to final inspection. This copy will be reviewed and returned after final inspection, with PCCA comments. Revise and resubmit content of all document sets as required prior to final acceptance.

C. Two (2) hard copy sets and one (1) electronic copy of revised final volumes in final form, refer to 1.04 above, prior to final acceptance.

**PART 2 – PRODUCTS** (Not Used)

**PART 3 – EXECUTION** (Not Used)

**END OF SECTION**

# DIVISION 09

## FINISHES

## SECTION 09 90 00

## PAINTS AND COATINGS

### PART 1 - GENERAL

1.01 DESCRIPTION: This section shall govern the preparation and painting of surfaces.

1.02 REFERENCES

A. ASTM International (ASTM)

1. ASTM A490 - Standard Specification for Structural Bolts, Alloy Steel, Heat Treated, 150 ksi Minimum Tensile Strength

2. ASTM) D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications.

3. ASTM D522 - Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings

4. ASTM D523 - Standard Test Method for Specular Gloss

5. ASTM D2370 - Standard Test Method for Tensile Properties of Organic Coatings

6. ASTM D2794 - Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact)

7. ASTM D3363 - Standard Test Method for Film Hardness by Pencil Test

8. ASTM D4060 - Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abrader

9. ASTM D5894 - Standard Practice for Cyclic Salt Fog/UV Exposure of Painted Metal, (Alternating Exposures in a Fog/Dry Cabinet and a UV/Condensation Cabinet)

10. ASTM G8 - Standard Test Methods for Cathodic Disbonding of Pipeline Coatings

11. ASTM G53 - Practice for Operating Light- and Water-Exposure Apparatus (Fluorescent UV-Condensation Type) for Exposure of Nonmetallic Materials)

12. ASTM G85 - Standard Practice for Modified Salt Spray (Fog) Testing

B. British Standards Institution (BS)

1. BS 3900 - Methods of test for paints. Index of test methods

C. Steel Structures Painting Council (SSPC).

1. SSPC-PA 1 - Shop, Field and Maintenance Painting

2. SSPC-PA 2 - Measurement of Dry Film Thickness with Magnetic Gages

3. SSPC-VIS 1 - Visual Standard for Abrasive Blast Cleaned Steel

4. SSPC-SP 1 - Solvent Cleaning

5. SSPC-SP 2 - Hand Tool Cleaning

6. SSPC-SP 3 - Power Tool Cleaning

7. SSPC-SP 6 - Commercial Blast Cleaning

8. SSPC-SP 7 - Brush-Off Blast Cleaning

9. SSPC-SP 10 - Near-White Blast Cleaning

10. SSPC-SP 11 - Power Tool Cleaning to Bare Metal

11. SSPC-SP15 - Commercial Grade Power Tool Cleaning

1.03 DEFINITIONS

A. Dry Film Thickness (DFT): The thickness of a coating as measured above the substrate.

B. Mils: The DFT unit of measure in thousandths of an inch.

C. General: Standard coating terms in accordance with ASTM D523.

1. Gloss Level 1 (Flat): Not more than 5 units at 60 degrees and 10 units at 85 degrees, in accordance with ASTM D523.

2. Gloss Level 2 (Low Sheen): Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, in accordance with ASTM D523.

3. Gloss Level 3 (Eggshell): 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, in accordance with ASTM D523.

4. Gloss Level 4 (Satin): 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, in accordance with ASTM D523.

5. Gloss Level 5 (Semi-Gloss): 35 to 70 units at 60 degrees, in accordance with ASTM D523.

6. Gloss Level 6 (Gloss): 70 to 85 units at 60 degrees, in accordance with ASTM D523.

7. Gloss Level 7 (High-Gloss): More than 85 units at 60 degrees, in accordance with ASTM D523.

D. Environments: The following terms distinguish between different corrosive exposures:

1. Severe Environments: Highly corrosive industrial atmospheres. Sustained exposure to high humidity and condensation and with frequent cleaning using strong chemicals. Environments with heavy concentrations of strong chemical fumes and frequent splashing and spilling of harsh chemical products are severe environments.

2. Moderate Environments: Corrosive industrial atmospheres with intermittent exposure to high humidity and condensation, occasional mold and mildew development, and regular cleaning with strong chemicals. Environments with exposure to heavy concentrations of chemical fumes and occasional splashing and spilling of chemical products are moderate environments.

3. Mild Environment: industrial atmospheres with normal exposure to moderate humidity and condensation, occasional mold and mildew development, and infrequent cleaning with strong chemicals. Environments with low levels of mild chemical fumes and occasional splashing and spilling of chemical products are mild environments. Normal outdoor weathering is also considered a mild environment.

1.04 SUBMITTALS

A. Submit under provisions of Section 01 30 00 Submittals

B. Product Data: For each paint system indicated, including:

1. Material List: An inclusive list of required coating materials. Indicate each material and cross reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.

2. Preparation instructions and recommendations.

3. Manufacturer's Information: Manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material.

4. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.

1.05 QUALITY ASSURANCE: Surface preparations and painting will both be checked by PCCA

personnel. Proper application of standards defined in this specification will be determined by the PCCA construction representative or Engineer. Failure to provide proper surface preparation or paint application shall be cause to have work redone at Contractor's expense.

A. Installer Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.

B. Obtain block fillers and primers for each coating system from the same manufacturer as the finish coats.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label:

B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F (7 deg C). Maintain storage containers in a clean condition, free of foreign materials and residue.

1.07 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

B. Do not apply coatings when relative humidity exceeds 85 percent; at temperatures less than 5° F above the dew point; or to damp or wet surfaces.

C. Apply waterborne paints only when temperatures of surfaces to be painted and surrounding air are between 50 and 90 deg F (10 and 32 deg C).

D. Apply solvent-thinned paints only when temperatures of surfaces to be painted and surrounding air are between 45 and 95 deg F (7 and 35 deg C).

E. Do not apply paint in snow, rain, fog, or mist: or when relative humidity exceeds 85 percent: or at temperatures less than 5 deg F (3 deg C) above the dew point: or to damp or wet surfaces.

1.08 EXTRA MATERIALS

A. Furnish extra paint materials from the same production run as the materials applied in the quantities described below. Package with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner.

B. Quantity: Furnish Owner with an additional three percent, but not less than 1 gal (3.8 l) or 1 case, as appropriate, of each material and color applied.

**PART 2 – PRODUCTS**

2.01 Coating Systems

A. Exterior Metal Cladding & Doors:

1. Primer

a. PPG Industries, Inc.
Coraflon ADS 573/574 Series
DFT: 5.0 mils
Color: compatible with topcoat color selected

2. Topcoat

a. PPG Industries, Inc.
Durethane DTM 95-3300 Series
DFT: 5.0 mils
Color: Match existing or adjacent color, otherwise, PCCA to select

B. Concrete, Concrete Masonry Unit (CMU) Section:

1. 1st Coat:

a. PPG Industries, Inc.
Amerlock 400 Series
DFT: 6.0 mils
Color: compatible with topcoat color selected

2. Topcoat

a. PPG Industries, Inc
Durethane DTM 95-33000 Series
DFT: 5.0 mils
Color: Match existing or adjacent color, otherwise, PCCA to select

C. Shiploader and Conveyor Systems:

1. Prime Coat:

a. Carboline Carbomastic: 15.5 Miles ± 1 mil

2. Intermediate Coat:

a. Carboline 188 HB Dark Gray, 5 mils

3. Finish Coat:

a. Carboline 188 Finish Light Gray, 3 mils + 2 mils, ±1/2 mils
b. Color: Match existing or adjacent color, otherwise, PCCA to select

D. Liebherr Cranes

1. Prime Coat:

a. 2-Pack Zinc Rich Epoxy Primer, 75 microns (+30/-20) Interzinc 315 HS

2. Intermediate Coat:

a. 2-Pack Epoxy, 100 microns (+25/-15) Amerlock 400 C or Interseal 670 HS

3. Finish Coat

a. 2-Pack Polyurethane Finish, 75 microns (+15/-15) Interfine 979 or PSX 700
b. Color: Match existing or adjacent color, otherwise, PCCA to select

E. Fire Water Pipe Coating

1. Prime Coat:

a. Carboguard 690

b. DFT: 8 mils minimum

2. Top coat:

a. Carbothone 134 HG

b. DFT: 5 mils minimum

c. Color: Red

F. Other Steel Components and Pipe Coating

1. Prime Coat:

a. Carboguard 690

b. DFT: 8 mils minimum

2. Top coat:

a. Carbothone 134 HG

b. DFT: 5 mils minimum

c. Color: Match existing or adjacent color, otherwise, PCCA to select

G. Other applications subject to Owner review and approval.

2.02 PAINT MATERIALS GENERAL

A. Material Compatibility: Provide block fillers, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

B. VOC Classification: Provide high-performance coating materials, including primers, undercoats, and finish-coat materials, that meet the applicable local, state, or federal VOC requirements.

C. Color: Owner to select.

2.03 SANDBLASTING MEDIA

A. Activities performed at the PCCA Bulk Materials Terminal:

1. Sandblast aggregate shall be uniformly-graded black grit with 95% passing a 30-mesh screen and 95% retained on a 60-mesh screen. Fresh water washed aggregate shall be supplied in bulk or in sacks and shall be clean and dry when used. Reclaimed sand or grit shall not be used. The Contractor shall closely monitor the sandblast medium used in this contract and not utilize silicone-based sand or nonblack products. The Contractor will not allow sandblast aggregate to contaminate any stockpiled product and will be responsible for replacing or reimbursing the Owner for any contaminated product as well as proper disposal of contaminated product.

B. Activities performed at other PCCA locations:

1. Sandblast media shall be selected by Contractor based on material being cleaned, locations and other factors. Sandblast media shall be approved by PCCA Construction Representative prior to use.

## PART 3 – EXECUTION

3.01 GENERAL

A. Surface preparation and painting shall comply with SSPC-PA Guide 4 “Guide to Maintenance Repainting” prepared by the SSPC, latest edition, unless otherwise directed herein by the PCCA.

## 3.02 EXAMINATION

A. Do not begin installation until substrates have been properly prepared. Furthermore, Owner must provide written approval of paint system selection based on sample(s) provided prior to procuring required quantities of paint system.

## 3.03 PREPARATION

A. General: Paint exposed surfaces. If an item or a surface is not specifically mentioned, paint the item, or surface the same as similar adjacent materials or surfaces. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels. Labels include stickers, tags or other specialized markers applied to machinery, tools, and assets to provide critical information, ensure safety compliance, and facilitate tracking like makes, models and serial numbers, warnings or instructions. All decals shall be removed prior to painting/coating. Contractor shall provide photo documentation of all decals to be removed, showing content of decal and location on equipment, machinery or asset. Decals are to be replaced by Others after the Work Order scope is completed by Contractor. Contractor shall also document all existing stenciling with photos in order to reapply stenciling after painting/coating. Stencils shall consist of letters, numbers and special characters. PCCA logos shall not be re-stenciled. Contractor shall provide photo documentation of all stenciled PCCA logos for PCCA to replace with decals. Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.

B. Prior to surface preparation, protect all components not requiring paint (electrical devices, motors, air and hydraulic cylinders, gears, etc.) by masking with plastic, filter media, tape or paper. Ensure that motors and other sensitive components are sealed to prevent intrusion by blast media, waterblast or paint. Verify masking procedure with Engineer or Operations to ensure masking does not damage or overheat components.

C. Cleaning: Before applying paint or other surface treatments, clean substrates of substances that could impair bond of the various coatings. Remove all chalk, caulk, oil and grease before cleaning.

1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

D. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.

1. Provide barrier coats over incompatible primers or remove and reprime.

2. Provide barrier coats over incompatible primers or remove primers and reprime substrate.

3. Cementitious Substrates: Prepare concrete, brick, concrete masonry block, and cement plaster surfaces to be coated. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods to prepare surfaces.

    a. Use abrasive blast-cleaning methods if recommended by coating manufacturer and in accordance with Section 01 35 43.19.

    b. Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish paint to blister and burn, correct this condition before application. Do not coat surfaces if moisture content exceeds that permitted in manufacturer's written instructions.

4. Wood Substrates: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Smoothly sand surfaces exposed to view and dust off.

    a. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer, before applying primer.

    b. Immediately on delivery, prime edges, ends, faces, undersides, and backsides of wood to be coated.

    c. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

5. Ferrous Metal Substrates: Clean ungalvanized ferrous-metal surfaces that have not been shop coated: remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC recommendations and in accordance with Section 01 35 43.

    a. Before blasting, grind smooth any rough welds and sharp edges.

    b. Remove heavy deposits of oil and grease by SP-1 solvent cleaning.

    c. Blast-clean steel surfaces as recommended by coating manufacturer and according to SSPC-SP 10.

        i. Blast with media and compressed air at a nozzle pressure between 90 and 110 psi. Air shall be free of detrimental amounts of

condensed water and oil.

ii. Blasting will not be allowed when surfaces are less than 5° F above the dew point or if the temperature is below 60° F. If surfaces become wet after blasting and before priming, surface preparation will be halted until conditions are favorable.

iii. Steel that rusts after blasting and before priming (rust-back) shall be re-blasted at no cost to the PCCA.

d. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.

e. Touch up bare areas and shop-applied prime coat that have been damaged. Wire brush, solvent clean and touch up with same primer as the shop coat.

6. Nonferrous-Metal Substrates: Clean nonferrous and galvanized surfaces according to manufacturer's written instructions for the type of service, metal substrate, and application required.

a. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.

7. Substrates Not to be Blasted: Contractor shall not sandblast or use other blasting media on the following types of materials:

a. Soft materials such as plastics, rubber, foam, softwoods, etc.

b. Soft metals such as aluminum, brass, copper, etc.

c. Polished, finished or glass surfaces

E. Material Preparation: Carefully mix and prepare coating materials according to manufacturer's written instructions.

1. Maintain containers used in mixing and applying coatings in a clean condition, free of foreign materials and residue.

2. Stir materials before applying to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into the material. Remove film and, if necessary, strain coating material before using.

3. Use only the type of thinners approved by manufacturer and only within recommended limits.

4. Tinting: Tint each undercoat a lighter shade to simplify identification of each

coat when multiple coats of same material are applied. Tint undercoats to match the color of the finish coat but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.04 APPLICATION

A. General: Apply high-performance coatings according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied and in accordance with Section 01 35 43.19.

1. Use applicators and techniques best suited for the material being applied.

2. Do not apply high-performance coatings over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to forming a durable coating film.

3. Each coat shall be applied after the previous coat has cured. Water-wash each coat if it becomes dusty or if more than 24 hours elapses before the next coat is applied.

4. Coating surface treatments, and finishes are indicated in the coating system descriptions.

5. Provide finish coats compatible with primers used.

6. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, convector covers, grilles, covers for finned-tube radiation, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.

B. Procedures: Apply coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.

1. The number of coats and film thickness required is the same regardless of application method.

2. Completed Work: Match approved Samples for color, texture, and coverage. Remove, refinish, or recoat work that does not comply with specified requirements.

3. Mix paint per manufacturer's recommendations. Allow sufficient time after mixing for the paint to react properly. Do not use paint that has been mixed and stored longer than the recommended pot life.

4. Air used for painting shall be clean, dry and oil free.

5. Total dry film thickness at any point shall be not less than 8 mils as measured in accordance with SSPC-PA 2. For bare metal, the following application shall

apply:

a. Apply prime coat on freshly prepared bare metal 5 to 6 dry mils thickness (DMT). Prime coat shall be applied within four hours of completing surface preparation.

b. Apply finish coat to prime coat as soon as prime coat is cured. Finish coat shall be applied at 2 to 3 DMT. Do not let more than 10 days elapse before applying finish coat.

c. Areas that the PCCA allows less than complete paint removal shall be coated with minimum 3 DMT of finish coat and shall have at least 8 total DMT or as otherwise directed by the PCCA.

d. Obtain PCCA approval of all painted areas prior to removing masking or scaffolding.

6. Observe weather, temperature and humidity requirements as recommended by paint manufacturer.

7. Repaint stenciled items to match pre-existing stenciling.

3.05 FIELD QUALITY CONTROL

A. Owner reserves the right to invoke the following test procedure at any time and as often as Owner deems necessary during the period when paint is being applied:

1. Owner will engage a qualified independent testing agency to sample paint material being used. Samples of material delivered to Project will be taken, identified, sealed, and certified in the presence of Contractor.

2. Owner may direct Contractor to stop painting if test results show material being used does not comply with specified requirements. Contractor shall remove noncomplying paint from Project site, pay for testing, and repaint surfaces previously coated with the noncomplying paint. If necessary, Contractor may be required to remove noncomplying paint from previously painted surfaces if, on repainting with specified paint, the two coatings are incompatible.

3.06 CLEANING

A. After completing painting, clean glass and paint spattered/oversprayed surfaces. Remove spattered paint by washing and scraping without scratching or damaging adjacent finished surfaces. Dispose of debris in designated dumpster on-site or remove from site.

B. Disposal: The Contractor is responsible for handling of all painting by-products such as (but not limited to) unused paint and clean-up thinner in accordance with Technical Specification 01 35 43. 21. The cost of proper handling of wastes will be included in the

hourly rates bids.

3.07 PROTECTION

A. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing, or replacing, and repainting, as approved by Architect.

1. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.

2. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces.

**END OF SECTION**

**EXHIBIT G**

**CHANGE ORDER FORM**

PORT CORPUS CHRISTI®

# CHANGE ORDER

Change Order No.
Date


**PROJECT:** _____
**PROJECT NUMBER:** _____
**CONTRACTOR:** _____

**********

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:

Increase in contract amount and time to insert details

| | | |
|---|---|---|
| Increase/Decrease in Contract Amount: | $ | 0.00 |
| Increase/Decrease in Contract Time: | | __ days |

**********

| | | |
|---|---|---|
| Awarded Construction Amount: | $ | 0.00 |
| Total Amount of Previous Change Orders: | $ | 0.00 |
| Amount of this Change Order: | $ | 0.00 |
| Revised Contract Amount: | $ | 0.00 |

| | |
|---|---|
| Notice to Proceed Date: | _____ |
| Original Contract Time: | _____ days |
| Previous Changes in Contract Time: | 0 days |
| Calendar Days for this Change Order: | 0 days |
| Revised Contract Time: | 0 days |
| Required Completion Date: | _____ |

**********

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: _____
PCCA Project Representative
Title

By: _____
PCCA Contract Representative
Title

Date: _____

**Contractor**

By: _____

Name *(Printed)*: _____

Title: _____

Date: _____

PORT CORPUS CHRISTI®

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 21, 2026

**DATE:** July 21, 2026

**TO:** Port Commission

**FROM:** Tony MacDonald
Director of Operations
tmacdonald@pocca.com
361-885-6156

**ANTICIPATED STAFF PRESENTER:** Kaden Bailey
Project Manager

**Award a construction contract to CCC Group Inc. in the amount of $1,689,859 for the Stroman Security Station Canopy Project to be paid on a lump sum basis.**

## SUMMARY:

Staff requests award of a construction contract to CCC Group Inc. in the amount of $1,689,859 for the Stroman Security Station Canopy Project to be paid on a lump sum basis. The project consists of the construction of a canopy structure at the security entrance at Stroman Road to cover the vehicle inspection area and meet 33 CFR Part 105.255 requirements.

## BACKGROUND:

33 CFR Part 105.255 (Security measures for access control) states that designated screening areas [for persons, personal effects and vehicles] should be covered to provide for continuous operations regardless of the weather conditions. Annual security audits conducted at PCCA facilities have identified the Stroman Security Station as deficient in meeting this requirement due to the lack of a covered screening area to accommodate inspections.

In 2024, the Port Commission approved a design contract for new security canopies at the Stroman Guard Station and the Avery Guard Station. During the design, significant site constraints and additional scope requirements were identified for the Avery location which delayed the design schedule and facilitated separating the Avery and Stroman design efforts.

The Stroman canopy design was completed and bid separately from Avery. The scope of work provides for a new canopy structure for the inspection area, and includes lighting, signage, and infrastructure for security cameras. The canopy is designed to cover the full length of an 18-wheel vehicle during inspections, enhancing operational efficiency while providing protection from the elements for security personnel and visitors.

On July 8, 2026, PCCA received 2 responses to the solicitation for bids. CCC Group Inc. submitted the lowest bid in the amount of $1,689,859.

**ALTERNATIVES:**

Reject bids and re-solicit the project with the construction of the security canopy and the provision of a temporary security station.

**CONFORMITY TO PORT PROCUREMENT POLICY:**

CCC Group Inc. was selected in conformance with PCCA's Procurement Policy using the Request for Competitive Sealed Bids procurement method. A total of 9 companies downloaded the solicitation and 2 companies submitted a bid.

**STRATEGIC ALIGNMENT:**

The project conforms to the PCCA's Strategic Plan 2026: Strategic Goal #3 – Provide Facilities + Services to Meet Customer Needs.

**FINANCIAL IMPACT:**

The project was included in the 2026 budget.

**STAFF RECOMMENDATION:**

Staff recommends the Port Commission award of a construction contract to CCC Group Inc. in the amount of $1,689,859 for the Stroman Security Station Canopy Project.

**DEPARTMENTAL CLEARANCES:**

| | |
|---|---|
| Originating Department | Operations |
| Reviewed & Approved | Tony MacDonald |
| Legal | Standard Construction Contract |
| Executive Staff | Kyle Hogan |

**LIST OF SUPPORTING DOCUMENTS:**

Solicitation Results

**Solicitation Results For**
**Stroman Security Station Canopy (Rebid)**
**Project No. 24-308A**
**Bid Opening: Wednesday, July 8, 2026 @ 3:00 PM**

| Company Name | Bid Bond/ Cashier's Check | Base Bid | Addendum | |
|---|---|---|---|---|
| | | | No 1 | No 2 |
| CCC Group, Inc. | 5% Bid Bond | $1,689,859.00 | X | X |
| JE Construction Services LLC | 5% Bid Bond | $1,995,000.00 | X | X |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

*Project to be complete within one hundred twenty (120) calendar days of Notice to Proceed date.

**BASE BID**: The work generally includes the construction of a new security canopy over the existing guard station, utility relocations, and electrical upgrades. Work consists of new cameras, lighting, and routing of communication lines. This is a lump sum bid.

Read By: Melinda Licon
Tabulated By: Nicholas Hastings
Checked & Prepared By: Melinda Licon
Date: July 8, 2026

PORT CORPUS CHRISTI®

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 21, 2026

**DATE:** July 21, 2026

**TO:** Port Commission

**FROM:** Leslie Ruta
Director of Planning
leslie@pocca.com
361-885-6631

**ANTICIPATED STAFF PRESENTER:** Leslie Ruta

**Approve a Subaward Grant Agreement with Watco Companies, LLC, as part of the Port of Corpus Christi Authority's grant through the EPA Clean Ports Program, Award # 02F78201.**

## SUMMARY:

Staff is seeking Port Commission approve a Subaward Grant Agreement with Watco Companies, LLC, as part of the Port of Corpus Christi Authority's grant through the United States Environmental Protection Agency's (EPA) Clean Ports Program, Award #02F78201.

## BACKGROUND:

PCCA applied for the 2024 EPA Clean Ports Program grant which funds zero-emission port equipment and infrastructure as well as climate and air quality planning at US ports. In January 2025, PCCA was awarded $105,000,000, providing 69% of the total cost of our project, $152,173,913. The funded project includes zero-emission equipment for PCCA — eight forklifts with charging stations, a sweeper truck with charging station, and a large learning lab — and educational programs PCCA will implement with local educational institutions.

The bulk of the funding will be executed with four external partners; three tug companies to build and commission zero-emission tugboats and charging infrastructure, and PCCA's short-line rail operator to construct and commission two zero-emission locomotives. All equipment funded will be the property of the individual sub-awardees and must remain in PCCA's maritime space for at least three years after commissioning. Additionally, each

tug company is allocated sperate educational funding to upskill their teams to operate and maintain the new equipment.

This subaward agreement outlines the subaward specifics with Watco Companies, LLC to design and build two zero-emission electric locomotives.

PCCA will serve as liaison between partners and the EPA, administer the grant to ensure external partners comply with EPA grant requirements, and process reimbursements. All external partners will incur the cost of their equipment, seeking reimbursement through PCCA from EPA. For the external partner projects, PCCA will have no capital outlay.

**ALTERNATIVES:**

This funding is a one-time opportunity to leverage a 69% federal share with 31% local funds and advance the use of alternative energy in the maritime ecosystem.

**CONFORMITY TO PORT PROCUREMENT POLICY:**

The Procurement Policy does not apply to this agenda item.

**STRATEGIC ALIGNMENT:**

This project conforms to Strategic Goal 3, (Provide Facilities + Services to Meet Customer Needs).

**FINANCIAL IMPACT:**

PCCA is serving as a pass-through entity for this portion of the project, and therefore, there is no PCCA cash outlay. The grant is funded on a reimbursement basis. Watco will summit reimbursement request to PCCA which will be processed, and once funding is received from EPA, PCCA will reimburse Watco.

**STAFF RECOMMENDATION:**

Staff recommend the Port Commission approve a Subaward Grant Agreement with Watco Companies, LLC, as part of the Port of Corpus Christi Authority's grant through the United States Environmental Protection Agency's Clean Ports Program, Award #02F78201.

**DEPARTMENTAL CLEARANCES:**

| | |
|---|---|
| Originating Department | **Planning** |
| Reviewed & Approved | Regina Alvarez |
| | Leslie Ruta |
| Legal | Dane Bruun |
| Executive Staff | Jeff Pollack |

**LIST OF SUPPORTING DOCUMENTS:**

EPA Subaward Agreement – Watco Companies, LLC

PORT CORPUS CHRISTI®

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 21, 2026

**DATE:** July 21, 2026

**TO:** Port Commission

**FROM:** Leslie Ruta
Director of Planning
leslie@pocca.com
361-885-6631

**ANTICIPATED STAFF PRESENTER:** Regina Alvarez

**Authorize staff to apply for up to $3,687,500 through Department of Homeland Security FY2026 Port Security Grant Program for four PCCA security projects.**

## SUMMARY:

Staff is seeking Port Commission approval to apply for up to $3,687,500 through Department of Homeland Security (DHS) for grant funding in the Fiscal Year 2026 Port Security Grant Program (PSGP), administered by the Federal Emergency Management Agency (FEMA). Grant funds are delivered on a reimbursement basis. PSGP has a statutory award ceiling of $1M per project and requires a 25% local match by PCCA, per the proposed cost share detailed in Table 1:

| Investment Justification | PSGP | PCCA | Project Total |
|---|---|---|---|
| **Project 1**: Mobile Command Vehicle* | $937,500 (75%) | $312,500 (25%) | $1,250,000 |
| **Project 2**: Marine Rapid Responses Vessel* | $1,000,000 (58%) | $730,000 (42%) | $1,730,000 |
| **Project 3**: Avery Security Station Upgrades with Canopy | $1,000,000 (30%) | $2,374,128 (70%) | $3,374,128 |
| **Project 4:** Maintenance and Sustainability | $750,000 (75%) | $250,000 (25%) | $1,000,000 |
| Total: | **$3,687,500 (50.1%)** | **$3,666,628 (49.9%)** | **$7,354,128** |
| * Over-match of PCCA funds necessary to complete the project | | | |

**BACKGROUND:**

PCCA has been building and maintaining security improvements and infrastructure with Port Security Grant Program (PSGP) funds since 2002. The 2026 PSGP Grant was announced on June 24, 2026, with the submittal date set for July 24, 2026. DHS is allotted $95,000,000 for PSGP. This is a competitive award process, with FEMA's goal being "to ensure the most highly effective, risk based maritime security projects are funded." Any one port or entity covered by an Area Maritime Plan can submit no more than one application with no more than five projects. FEMA, as in past years, will evaluate, act on applications, and will likely announce awards in late Q3 2026. The PCCA required match is 25% with a statutory award ceiling of $1M per project. The selected projects for PCCA this year are high value opportunities, and two exceed the award cap, necessitating a higher anticipated cost share on the projects.

**ALTERNATIVES:**

Forfeit the opportunity to potentially accelerate the Security projects.

**CONFORMITY TO PORT PROCUREMENT POLICY:**

All projects funded by this grant will be procured in compliance with PCCA's Procurement Policy.

**STRATEGIC ALIGNMENT:**

This project conforms to Strategic Goal 5 (Fund Our Vision).

**FINANCIAL IMPACT:**

Delivery of grant funds is on a reimbursement basis, necessitating temporary capital outlay of full project costs by PCCA. Total project costs are projected at $7,354,128; PSGP funding would be $3,687,500 (50.1%) and PCCA's ultimate responsibility would be $3,666,628 (49.9%) if all four projects are selected.

**STAFF RECOMMENDATION:**

Staff recommend the Port Commission authorize staff to apply for the 2026 PSGP grant program. Furthermore, staff recommend the Port Commission authorize the CEO to execute a grant acceptance agreement should the grant be awarded.

**DEPARTMENTAL CLEARANCES:**

| | |
|---|---|
| Originating Department | Planning |
| Reviewed & Approved | Leslie Ruta |
| Legal | Dane Bruun |

Executive Staff Jeffrey Pollack

**LIST OF SUPPORTING DOCUMENTS:**

There are no supporting documents.

# Department of Homeland Security 2026 Port Security Grant Program

July 21, 2026

**Regina Alvarez | Grants Coordinator**

PORT CORPUS CHRISTI®

# Grant Opportunity Overview

## Purpose

Support increased port-wide risk management and protect critical maritime infrastructure from acts of terrorism, major disasters, and other emergencies

## Funding

- $95 million total funding
- $1M per project
- Up to five projects per entity

## Dates

Application Deadline: July 24, 2026

Awards Announced: Aug – Sep 2026

Awards Obligated: Sep 2026

## Period of Performance

36 months: Sep 1, 2026, to Aug 31, 2029

PORT CORPUS CHRISTI®

# Port Security Grant Program
# Funding Priorities




- **Enhancing the Protection of Soft Targets and Crowded places**
- **Supporting Homeland Security Task Forces and Fusion Centers**
- **Enhancing Cybersecurity**
- **Planning**
- **Training and Awareness**
- **Equipment and Capital Projects**
- **Exercises**

# FY2026 Investment Justification (Ranked in order of priority)

| Project | Purpose/Need | Federal Match | PCCA Match | Total |
|---|---|---|---|---|
| Mobile Command Vehicle* | • Increase available coverage along incident areas<br>• Provide PCCA with added protection and coverage in communication for security | $937,500 (75%) | $312,500 (25%) | $1,250,000 |
| Marine Rapid Response Vessel* | • Increase available coverage along coastlines<br>• Provide PCCA with added protection and coverage in communication for security | $1,000,000 (58%) | $730,000 (42%) | $1,730,000 |
| Avery Security Station Upgrades with Canopy* | • Improve existing access control point by constructing new guard building and providing a shelter | $1,000,000 (30%) | $2,374,128 (70%) | $3,374,128 |
| Maintenance and Sustainability | • Replace aging security equipment<br>• Increase dependability in operational readiness | $750,000 (75%) | $250,000 (25%) | $1,000,000 |
| **Grand Totals** | | **$3,687,500 (50.1%)** | **$3,666,628 (49.9%)** | **$7,354,128 (100%)** |

* Over-match of PCCA funds necessary to complete the project

# Thank you

PORT CORPUS CHRISTI®



PORT CORPUS CHRISTI®

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 21, 2026

**DATE:** July 21, 2026

**TO:** Port Commission

**FROM:** Natasha Fudge, P.E.
Director of Engineering Services
Natasha@pocca.com
(361) 885-6686

**ANTICIPATED STAFF PRESENTER:** Thomas Sandoval, P.E.
Senior Project Engineer

**Approve Master Services Agreement No. 26-04 and Service Order No. 1 with Moffatt & Nichol, Inc. in the amount of $3,500,000 using standard hourly rates with a ceiling price for engineering design services associated with the Cargo Dock 9 and 10 Realignment Project.**

**SUMMARY:** Staff are seeking Port Commission approval of Master Services Agreement No. 26-04 and Service Order No. 1 with Moffatt & Nichol, Inc. in the amount of $3,500,000 using standard hourly rates with a ceiling price for engineering design services associated with the Cargo Dock 9 and 10 Realignment Project. This Service Order was generally discussed at the Long Range Planning Committee Meeting that took place on June 29, 2026.

**BACKGROUND:** With the recent completion of the new Harbor Bridge and the Channel Improvement Project, there exists a unique opportunity to assess the configuration of the Cargo Dock 9 and 10 area.

Cargo Dock 9 (CD9) was originally constructed in 1929 with subsequent dock widening construction occurring in 1993, and it has a current dredge depth elevation of -39 ft. CD9 has a condition assessment score of “Fair,” equivalent to a grade of “C,” due to localized areas of moderate deterioration. The PCCA has regularly performed asset preservation projects to maintain the strength of this dock, and the moderate deterioration does not materially reduce the load bearing capacity of the structure. The existing dock length does limit vessels that can call at the dock.

Adjacent Cargo Dock 10 (CD10) was originally constructed in 1927, has a current dredge depth elevation of -36 ft., and was recently assigned a condition assessment score of “Serious” (which translates into a grade of “F”) for serious deficiencies that affect the structural strength and load-bearing capacity of primary structural dock components. This

dock has had limited usage in recent years, in part due to the ongoing construction of the new Harbor Bridge, as well as the overall condition of CD10. PCCA engaged the services of Wiss, Janney, Elstner Associates, Inc. in 2025 to assess the condition of the dock and determine the feasibly of completing dock deepening improvements to match the new ship channel depth, preserving the condition of the existing dock, or demolishing and rebuilding the dock. Demolition and rebuilding CD10 was determined to be less costly than rehabilitating the existing dock.

As it is recommended to demolish and rebuild CD10 rather than rehabilitate, it is presently advantageous to pursue opportunities to reconfigure the layout of CD9 and 10 to optimize dock berths to accommodate larger vessels and additional cargos. The proposed docks will be constructed to match the deepened ship channel in the Inner Harbor to a depth elevation of -60ft. (-54 ft. required dredge depth, +4 ft. of advanced maintenance, and +2 ft. of allowable overdepth dredging).

Therefore, staff pursued the selection of a suitable engineering firm to assist with the reconfiguration of CD9 and 10. Per Texas Government Code (2254.004), a government entity must select the most highly qualified provider based on demonstrated competence and qualifications. The entity may not select an engineer on the basis of competitive bids or price. Therefore, staff solicited a Request for Qualifications (RFQ) for engineering services for various projects. From these RFQ submissions, a PCCA evaluation group selected Moffatt & Nichol, Inc. (M&N) as the most qualified firm for this project based on evaluation criteria and scoring addressed in the RFQ, which includes qualifications and relevant experience of personnel, performance and quality of services on prior PCCA projects and/or similar projects, quality assurance and quality control plan, and overall compliance with PCCA guidelines and standards. M&N has worked with the PCCA before, notably on numerous channel-related projects, various projects related to DMPAs, beneficial use site levee improvements, shoreline erosion protection, and was recently selected for the Viola Turning Basin Bulkhead Improvement Project.

The scope of work for engineering services under this contract includes the study of vessel fleets and parameters, development of multiple dock berth concepts for staff consideration, demolition of CD9, and reconfiguration of CD9 and 10 to accommodate various general cargo, including military and wind turbine blade operations and associated vessels/fleet. Demolition of the existing CD10 will be executed separately and is outside the scope of this contract.

PCCA is proceeding with the study and evaluation of four potential alternate solutions for the realignment of the two docks. The consultant will assist the PCCA with the identification of the preferred solution and will develop the detailed engineering of the realigned structure. The design will be phased, starting with the preliminary (30%) to final (sealed) engineering design. Services include geotechnical investigations and analysis; topographic and hydrographic surveys; utility mapping; civil and electrical engineering; structural and marine infrastructure design; and the development of a wave analysis,

passing vessel analysis, mooring analysis, and scour/slope stability analysis. The project also includes the preparation of basis of design documentation, engineering reports, opinions of probable construction costs, detailed construction drawings, technical specifications, bid phase services, construction administration phase services, and preparation of construction record drawings. To complete these services, staff negotiated a Service Order with Moffatt & Nichol, Inc. in an amount not to exceed $3,500,000.

**ALTERNATIVES:** PCCA may elect to terminate negotiations and proceed with the next highest ranked consultant, which would result in an approximate two-month delay to the project.

**CONFORMITY TO PORT PROCUREMENT POLICY:** This item complies with PCCA Procurement Policy Section XV. Professional Services Selection & Authorization, Subsection B. Formal Selection Process.

**STRATEGIC ALIGNMENT:** This project is aligned with the mission of the Port. The project conforms to the PCCA's Strategic Plan 2029 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

**FINANCIAL IMPACT:** CD10 was included in this year's capital budget in the amount of $550,000; however, the scope has since expanded to include CD9. Additional funds will be allocated in subsequent years budgets for consideration and approval.

**STAFF RECOMMENDATION:** Staff recommend Port Commission approval of Master Services Agreement No. 26-04 and Service Order No. 1 with Moffatt & Nichol, Inc. in the amount of $3,500,000 using standard hourly rates with a ceiling price for engineering design services associated with the Cargo Dock 9 and 10 Realignment Project.

**DEPARTMENTAL CLEARANCES:**

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

**LIST OF SUPPORTING DOCUMENTS:**

Exhibit
Service Order No. 1
Master Services Agreement No. 26-04

July 21, 2026

# Cargo Dock 9 and 10 Realignment Project

Port Commission Meeting

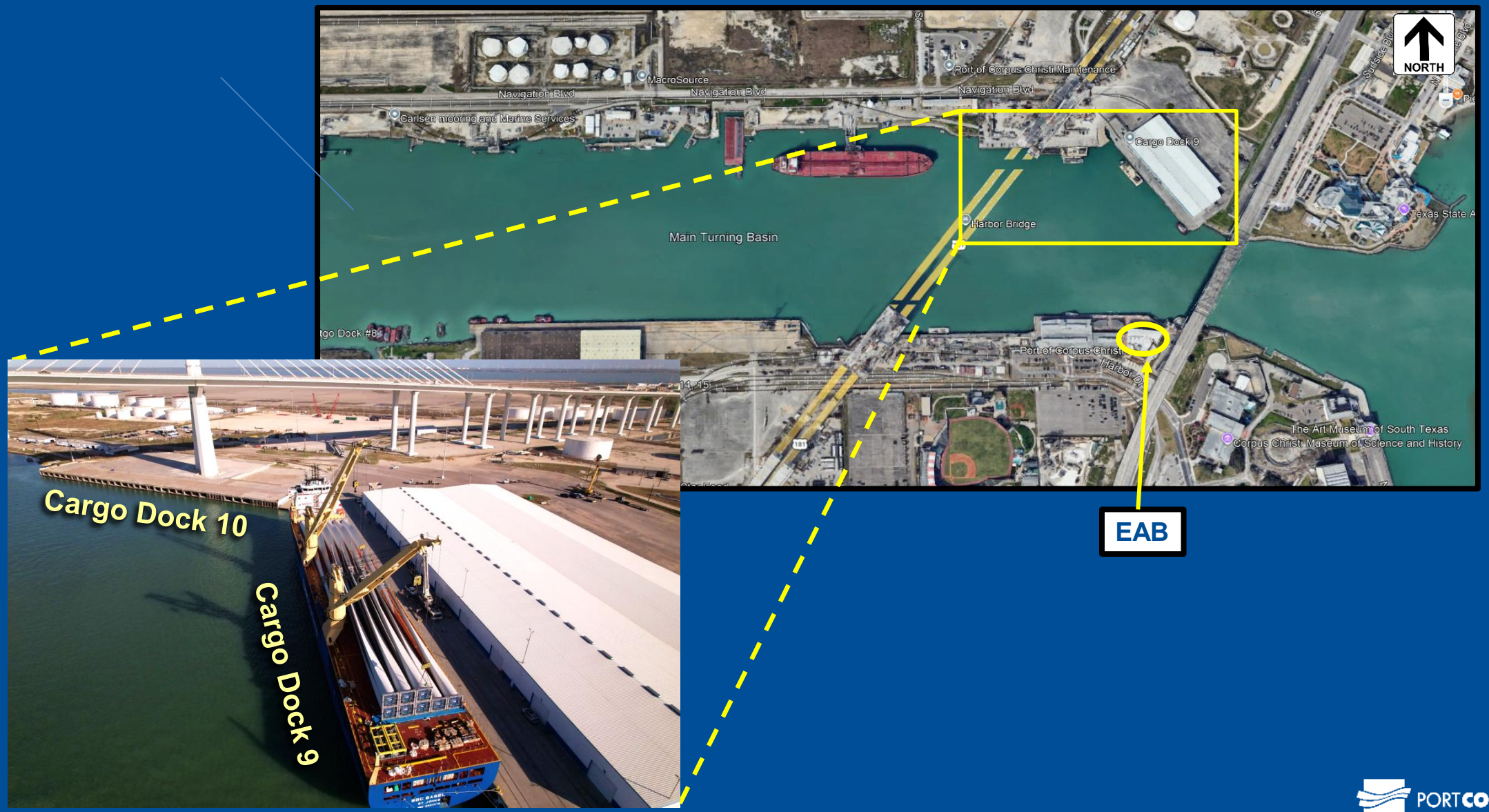


**Thomas Sandoval, P.E. | Senior Project Engineer**

Presented by PORT CORPUS CHRISTI®

# Cargo Dock 9 and 10 Realignment Project

## Project Location








PORT CORPUS CHRISTI

# Cargo Dock 9 and 10 Realignment Project

## Project Overview

## Project Purpose:

- With the recent completion of the new Harbor Bridge and the channel improvement projects, there exists an opportunity to assess the configuration of the Cargo Dock 9/10 area
- Evaluate alternatives for Cargo Docks 9 and 10 to optimize terminal utilization, increase general cargo flexibility, and address aging infrastructure and long-term asset reliability

## Background:

**Cargo Dock 9**

- Constructed in 1929, currently rated Fair (C)
- Dredge depth elevation of -39 ft MLLW
- Existing berth length of 685 ft limits vessel accommodation

**Cargo Dock 10**

- Constructed in 1927, currently rated Serious (F)
- Dredge depth elevation of -36 ft MLLW
- Existing dock length of 700 ft limits vessel accommodation



# Cargo Dock 9 and 10 Realignment Project

## Project Overview

## Project Scope:

- Includes the evaluation of four (4) potential alternate solutions for the realignment of the two docks.
  1) Study of vessel fleets and parameters
  2) Development of multiple dock berth concepts for staff consideration
  3) Demolition of Cargo Dock 9
  4) Reconfiguration of Cargo Docks 9 and 10 to accommodate various general cargo, including military and wind turbine operations
  5) Docks will be designed to new ship channel depth of elevation -60 MLLW (and evaluated to -75 MLLW)
  6) Geotechnical Investigations
  7) Topographic and Bathymetric Surveys
  8) Wave, Passing Vessel, and Mooring Analysis
  9) Scour and Slope Stability Analysis

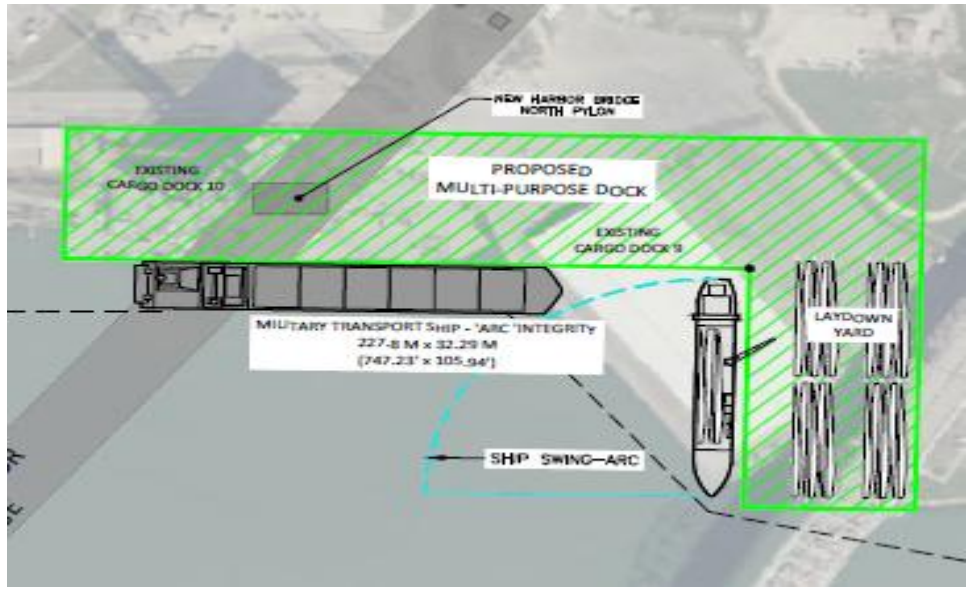


# Cargo Dock 9 and 10 Realignment Project

## Project Overview

## Request for Qualification (RFQ):

- Staffed solicited a RFQ for engineering services for various projects
- Evaluation criteria consisted of:
  1. Qualifications and Relevant Experience of Personnel
  2. Performance and Quality of Services on prior PCCA Projects and/or of similar nature
  3. Quality Assurance and Quality Control Program
  4. Overall Compliance with PCCA Guidelines and Standards
- Based on Moffatt & Nichol, Inc.'s qualifications, team experience with cargo operations and Port projects, the evaluation team selected M&N to design the realignment of Cargo Docks 9 and 10.






NF1

# Cargo Dock 9 and 10 Realignment Project

## Engineering Design Services

| | |
|---|---|
| Preliminary Design Phase | $ 706,784.00 |
| Final Design | $ 1,443,022.00 |
| Bid Phase | $ 49,261.00 |
| Construction Phase | $ 83,608.00 |
| **Engineering Design Services SUBTOTAL** | **$ 2,282,675.00** |

## Support Services

| | |
|---|---|
| Topographic and Bathymetric Survey | $ 108,968.00 |
| Geotechnical Report | $ 636,040.00 |
| Civil and Electrical | $ 99,030.00 |
| **Engineering Design Services SUBTOTAL** | **$ 844,038.00** |

## Total Fee:

| | |
|---|---|
| Engineering Design Servcies | $ 2,282,675.00 |
| Support Services | $ 844,038.00 |
| Allowance *(per PCCA approval only)* | $ 373,287.00 |
| **Service Order TOTAL** | **$ 3,500,000.00** |

# Thank you

PORT CORPUS CHRISTI®

**SERVICE ORDER FOR ENGINEERING SERVICES**
**PORT OF CORPUS CHRISTI AUTHORITY**
**OF NUECES COUNTY, TEXAS**
**MASTER SERVICES AGREEMENT NO. 26-04**

**PROJECT NAME: Cargo Dock 9 & 10 Realignment**
**PROJECT NO. 25-028C**
**SERVICE ORDER NO. 1**
**COMMENCEMENT DATE: July 22, 2026**

This Service Order is executed by and between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and Moffatt & Nichol, 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. 26-04 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 involves the design of the (potentially) full demolition of Cargo Dock 9 and reconfiguration of Cargo Docks 9 and 10 as needed to accommodate anticipated military and wind turbine blade operations and associated vessels/fleet. Additionally, docks are to be designed to the new ship channel depth of Elev. -60 MLLW and evaluated at Elev. -75 plus over depth and advance maintenance (with determination on design depth to be made after cost comparison). Regulatory and permitting for Cargo Docks 9 and 10 will be carried by others prior to the construction of the new Docks. Demolition of the existing Cargo Dock 10 will be done separately by others prior to construction of the new Docks.

**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.

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

Not applicable.

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

Not applicable.

**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 | - | 7/22/2026 |
| • **ENGINEER – Prelim. Design Submittal** | **84** | **10/14/2026** |
| PCCA – Team Review | 21 | 11/4/2026 |
| • **ENGINEER – 60% Design Submittal** | **84** | **1/27/2027** |
| PCCA – Team Review | 21 | 2/17/2027 |
| • **ENGINEER – 90% Design Submittal** | **84** | **5/12/2027** |
| PCCA – Team Review | 21 | 6/2/2027 |
| • **ENGINEER – Pre-sealed Design Documents Submittal** | **12** | **6/14/2027** |
| PCCA – Team Review | 10 | 6/24/2027 |
| • **ENGINEER – Sealed Documents Submittal** | **4** | **6/28/2027** |

***This Service Order will expire on December 31, 2028.***

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

further recourse by the Engineer against PCCA, and in this case the Engineer's allotted days for subsequent items will not be extended by the same number of days unless specifically authorized by PCCA.

**5. Method of Compensation**

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

**The Ceiling Price for this Service Order is $3,500,000.**

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

| Description of Service | Amount |
|---|---|
| **BASIC SERVICES:** | |
| Preliminary Design Phase *(A1.01 of Ex. A)* | $ 706,784.00 |
| Final Design Phase *(A1.02 of Ex. A)* | $1,443,022.00 |
| Bidding or Proposal Negotiating Phase *(A1.03 of Ex. A)* | $ 49,261.00 |
| Construction Phase *(A1.04 of Ex. A)* | $ 83,608.00 |
| **Subtotal, Basic Services** | **$2,282,675.00** |
| **SUPPORT SERVICES:** | |
| Topographic and Bathymetric Survey | $ 108,968.00 |
| Geotechnical Report | $ 636,064.00 |
| Civil and Electrical | $ 99,030.00 |
| **Subtotal, Support Services** | **$ 844,038.00** |
| **SUMMARY OF FEES:** | |
| Basic Services Fee | $2,282,675.00 |
| Support Services Fee | $ 844,038.00 |
| *Allowance for additional services (requires PCCA's written authorization)* | $ 373,287.00 |
| **TOTAL NOT TO EXCEED FEE CEILING PRICE** | **$3,500,000.00** |

**C. 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:**

- T. Baker Smith, LLC – Surveying and Utility Investigation Services
- Terracon Consultants – Geotechnical Services

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

Not Applicable.

**8. Insurance Requirements:**

Engineer shall maintain the insurance coverage described in Article 11 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:**

None.

**11. Terms and Conditions**

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

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

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

**PCCA:**

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

By:_____

Name: Kent Britton

Title: Chief Executive Officer

Date Signed:_____

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

**PCCA's Contract Representative:**

Natasha E. Fudge, P.E.

Title: Director of Engineering Services

Phone Number: (361) 885-6686

Email: natasha@pocca.com

**PCCA's Project Manager:**

Thomas Sandoval, P.E.

Title: Senior Project Engineer

Phone Number: (361) 885-6152

Email: tsandoval@pocca.com

**Engineer:**

**Moffatt & Nichol, Inc.**

By:_____

Name: Abhi Shethji, P.E.

Title: Business Unit Leader

Date Signed: 07/10/2026

**Address for giving notice:**
1780 Hughes Landing Boulevard, Ste 575
The Woodlands, TX 77380

**Engineer's Project Manager:**

Ryan Burke, P.E.

Title: Project Manager

Phone Number: (713) 999-5578

Email: rburke@moffattnichol.com

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

## EXHIBIT A

## ENGINEER'S SCOPE OF SERVICES

This Project involves the design of the (potentially) full demolition of Cargo Dock 9 and reconfiguration of Cargo Docks 9 and 10 as needed to accommodate anticipated military and wind turbine blade operations and associated vessels/fleet. Additionally, docks are to be designed to the new ship channel depth of Elev. -60 MLLW and evaluated at Elev. -75 plus over depth and advance maintenance (with determination on design depth to be made after cost comparison). Regulatory and permitting for Cargo Docks 9 and 10 will be carried by others prior to the construction of the new Docks. Demolition of the existing Cargo Dock 10 will be done separately by others prior to construction of the new Docks. 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 Kick-off meeting, held by teleconference. The purpose of the meeting will be to define and agree on lines of communication, review overall scope and schedules, reinforce the overall goals and objectives of the project and to provide any available data that was not transmitted to M&N prior to the meeting. It is assumed that the meeting will last for 1 hour. M&N will have the Project Director, Project Manager, and Lead Structural Engineer in attendance. M&N will develop and issue meeting minutes to all parties that summarize the discussions and issues identified in the meeting. PCCA will review the meeting minutes and provide input to M&N prior to finalizing.

2. Visit the Site sites, to review existing conditions and facilities, and to take photos of existing conditions. The site visit includes a passing by, on boat, along the perimeter of Cargo Docks 9 and 10. The Boat (with pilot) will be provided by PCCA at no cost to M&N. Documentation of the site visit will be provided by M&N via a technical memorandum.

3. PCCA is presently proceeding with the study and evaluation of: four (4) potential alternate solutions for the realignment of the two docks. The Engineer will assist PCCA with the identification of the preferred solution at the preliminary design submittal and will develop the detailed engineering of the realigned structure. The design will be phased, starting with Preliminary Engineering.

4. 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.

5. In coordination with PCCA, recommend the solution(s) to PCCA which in Engineer's judgment meet PCCA's requirements for the Specific Project.

    a. Review available topographic and bathymetric surveys, geotechnical, environmental, permits, historical record drawings, pile installation logs, utility records, FEMA maps, and other pertinent available data. If 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.

6. When mutually agreed, assist PCCA in evaluating the possible use of 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.

7. Engineer will develop Basis of Design (BOD) for the project, in close collaboration with PCCA.

8. Engineer will engage a Geotechnical Engineer that will provide site-specific geotechnical borings, laboratory analysis, engineering properties of the soils, recommendations for lateral pile analysis, evaluation of slope stability conditions, pile capacity versus depth curves, and general geotechnical recommendations. Subcontract the following (as described in A2.01):

    a. geotechnical investigations

    b. topographic and bathymetric surveys.

    c. utility mapping

9. Engineer will develop a marine facilities layout for selected option that shows the required infrastructure. The location and orientation of the marine facilities will meet required geometry for safe cargo vessel maneuvering, docking and undocking operations, and address the relationship to the existing channel.

10. Engineer will undertake the Preliminary level design of the proposed cargo dock elements, taking into account the basis of design, as well as geometry, intended use, target loads, deflection limits, etc.

    This task will provide the engineering to complete the demolition and preliminary engineering of the marine facilities. It will facilitate the development of Preliminary Engineering level drawings. M&N shall complete the work necessary to develop the preliminary design of the different marine structures identified. This shall include the development of structural analyses models to facilitate the sizing of primary structural members (piles, beams, deck, bracing, bulkheads, etc.). Moffatt & Nichol will utilize structural analyses software CWALSHT, SAP and LPILE to analyze and design the different elements of the structures.

Engineer shall submit the description of the structural analysis model used for project calculations. The model description, created in 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. The model should be clearly documented, including descriptions of the load cases, combinations, material properties, and any assumptions made during the design phase. The model 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.

11. Engineer will provide preliminary design for civil (drainage) and electrical features (lighting, power, shore power, etc.).

12. 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.

13. Wave Analysis Study: Engineer will complete a water level analysis for the proposed site to calculate the range of water level conditions from operational to extreme events (1-year to 500-year return period). All water levels will be based on the NAVD88 vertical datum as determined from nearby NOAA tide gauges.

    Long-term historical measured water levels from nearby NOAA CO-OPS tide gauges will be compiled, quality-controlled, and analyzed using an extreme value analysis to develop percent-exceedance relationships under present-day conditions. These results will be tabulated and presented in graphical format. Additionally, extreme event water levels will be estimated from the long-term historical measured water levels.

    Engineer will develop an assessment of the appropriate Relative Sea Level Rise (RSLR) allowance for the project over a 30-year period. The analysis will use both the NOAA and USACE sea level rise tools, considering low, intermediate, and high sea level rise scenarios, based on the nearby NOAA CO-OPS gauges. Engineer will assess the observed historical trends to make an assessment of the appropriate scenario to apply to the project. It is noted that local subsidence phenomena in the region can impact RSLR allowance, which can be highly variable. Future projections of RSLR will be made consistent with the requirements of the ASCE/SEI 7-22 Supplemental 2.

    Engineer will perform wave height analysis. This will be undertaken using the Automated Coastal Engineering System (ACES) developed by the U.S. Army Corps of Engineers (USACE). It will address waves propagating along the largest available fetches in the Inner Harbor Channel. This Task will identify the maximum wave heights, significant wave heights and peak wave periods across the project site, taking into account RSLR. The analysis and all assumptions will be documented in the Coastal Studies Report.

14. Passing Vessel Analysis: Utilizing the provided mooring station options for the four

potential solutions. Engineer will complete a series of passing ship analyses for moored Military (750 feet length overall x 106' foot beam) and Blade (700 foot length overall x 120 foot beam) at Docks 9 and 10 interchangeably.

Engineer will conduct the analyses using Research on Passing Effects (ROPES) to generate the passing vessel forces. Ropes is a numerical modeling software developed as a result of joint industry project of which Engineer was an active participant and calculates passing ship forces based on a double-body potential flow model using 3-D panel models to calculate the forces along a floating body's six degrees of freedom. The forces generate in ROPES will be incorporated into the aNyMoor-Termsim dynamic mooring program to determine the response of the moored Military and Blade Vessels. aNyMoor Termsim is a six (6) degree of freedom mooring analysis software which calculates vessel response to time varying metocean conditions.

Engineer will complete a series of passing ship analysis which vary the speed and distance of the passing vessel to determine the scenarios which result, and which exceed safe mooring criteria for loaded Military and Blade Vessels at Docks 9 and 10. As large floating objects are dominated by inertial forces which are proportional to mass, the largest displacement Military and Blade Vessels at loaded draft will be considered for the passing ship analyses.

Engineer will perform a series of berthing energy calculations to determine the requirements of the dock's fender system. Berthing energy calculations will be performed utilizing the latest industry standards from the World Association for Waterborne Transport Infrastructure (PIANC) Fender Design Guidelines.

Engineer will perform a series of mooring analyses for normal operation at the cargo dock facilities to ensure the design range of vessels can be safely moored. Mooring analyses will be performed for a maximum of three (3) design vessels representative of the minimum and maximum vessels anticipated to utilize the berth. Metocean criteria will consist of values established in the Basis of Design

15. Scour and Slop Stability Analysis: Engineer will assess the potential for scour in front of the marine structures to occur from storm waves, passing ship wakes, bow thrusters on tankers or propeller wash from tankers and/or tugs. As such the shoreline, and toe of sheet pile wall along the Project site may need to be protected from erosion due to wind and vessel wake waves. Engineer will develop the need for, extent, and sizing, of shoreline protection within the dock to shoreline/landside interface.

16. Prepare Preliminary Design Phase documents consisting of the basis of design, 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 Basis of Design will include, but not necessarily be limited to, the following: Introduction (general, location, project background, project purpose, scope, etc.);

Datums and Units; Design Codes and Standards; Existing Site Conditions; Functional Requirements; Environmental Conditions (water levels, sea level rise, wind, waves, storm surge, etc.); Geotechnical Conditions; Marine Structures Design Criteria (design vessels, design life, corrosion rate, marine growth, deck elevation, scour protection, loads, factors of safety, etc.); Preliminary mooring and berthing analysis Design constraints and loads as well as operational and functional considerations (i.e. landside cargo flows and connections to existing cargo yards with recommendations for efficient flow).

The draft Basis of Design document will be presented to PCCA for review and comment. The final document will be issued that addresses any modifications as well as comment resolutions will be presented.

17. 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, applicable FEMA maps, alternative considerations that may improve the project use or efficiency, 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.

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

19. Prepare a single PDF electronic file of the Preliminary Design Phase documents as described above in a bound Preliminary Design Report (the "***Report***") as requested by PCCA for interim review. Each section of the Report PDF shall be bookmarked. The bound Report will, as appropriate, include a Cover with the PCCA project name and number and the Engineer and Firm identification, a Table of Contents, a brief 1-3 page Executive Summary, the appropriate report narrative with exhibits and photos to clearly indicate the agreed-to scope and objective(s), requirements, considerations involved, and Engineer's recommended solution(s) and alternative(s) when applicable. If available, 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, with a tabulation of other items and services required to complete the project. The OPCC should generally follow the guidance of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice (RP) 17R-97 with an estimated contingency percentage appropriate to the preliminary or 30% design Class 3 OPCC.

20. In accordance with the time allotted in the Contract Schedule, furnish the interim review copy of the bookmarked PDF of the bound Preliminary Design Report along with all other Preliminary Design Phase deliverables to PCCA, and review it with PCCA. Provide 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 shall submit to Engineer any comments regarding the furnished items within the time established in the Contract Schedule.

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

22. In accordance with the time allotted in the Contract Schedule, revise the interim Preliminary Design Report and any other Preliminary Design Phase deliverables in response to PCCA's comments, as appropriate, and furnish one single, bookmarked PDF electronic file of the signed and sealed Preliminary Design Report along with AutoCAD Civil 3D files of the layouts and Survey or other 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 submittal and 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 dock elements and options with related costs and recommendations for PCCA consideration prior to proceeding with a detailed final design. Report shall include the sealed Topographic Survey and Geotechnical Report, Inspection Report, and other preliminary data as described in Part 2 Support Services.

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

4. Provide written responses to interim review comments with the final sealed Preliminary Design Report. **Include the written responses with the 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 responses to interim review comments and 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. For the selected option, proceed to develop a final design following a phased approach that includes deliverables at 60%, 90% and Issued for Bid (IFB) levels, as described below.

2. Prepare applicable final design calculations (in the form of an Engineering Design Report at the 90% stage), Drawings, and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by the Construction Contractor. Calculations will be developed for the following cargo dock elements:

   a. Deck Piles

   b. Cut-off wall (bulkhead)

   c. Pile Caps

   d. Relieving Platforms (if present)

   e. Deck Framing / System

   f. Fender system including hardware

   g. Mooring system (Bollards) including connections

   h. Mooring dolphin (if deemed necessary)

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. For 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). Deliverables are to be provided in a concise format. Engineer is to avoid the use of excessively long folder and file names, and limit unnecessary sub-folders. File compression is acceptable and shall be limited to one .ZIP file containing all applicable project files. 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. Revit modeling will be included. When Geospatial Data is included in Part 2 - Support Services, the CAD files are to be supplemented by a GeoDatabase in ESRI, ArcGIS Pro version as described in Part 2.

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

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

b. Completed and signed Consultant Design Submittal Summary Form.

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

d. 60% Drawings for interim review (PDF) by PCCA. Flatten and size PDF for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal. Include corresponding CAD files if requested. Drawings will include:

- Title Sheet
- General Notes and Abbreviations
- Marine Facilities Site Layout
- Marine Facilities Geotechnical Boring Plan
- Marine Facilities Geotechnical Borings
- Marine Facilities Dredging Plan
- Marine Facilities Dredging Sections
- Marine Facilities Shore Protection Plan
- Marine Facilities Shore Protection Sections
- Cargo Dock Plan
- Cargo Dock Section & Details
- Cargo Dock Site Plan
- Cargo Dock Elevations
- Cargo Dock General Arrangement
- Mooring Structures Plan & Elevation
- Aids-to Navigation Plan

e. Updated Basis of Design, and Summary of Design Criteria.

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 (by others), etc. (if applicable and not previously submitted).

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

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

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

   b. Completed and signed 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). Flatten and size PDF for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal. Include corresponding CAD files if requested.

   e. Updated Basis of Design and Summary of Design Criteria.

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

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

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

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

11. In accordance with the Contract Schedule, furnish PCCA PM with a prefinal PDF version of the complete but unsealed 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 PM. 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 complete but unsealed documents. **All questions and exceptions must be resolved with the PM prior to providing the unsealed prefinal documents. The unsealed prefinal documents shall be essentially complete with the exception of the final seal**.

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

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

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

    b. Completed and signed Consultant Design Submittal Summary form.

    c. Opinion of Probable Construction Cost (OPCC) for the cargo dock realignment in the format of the Bid Breakdown (PDF and Excel).

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

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

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

    g. Submittal log and product cut sheets. The submittal log shall reference the applicable section and paragraph number and the item to be submitted. The product cut sheets shall be current for all products, equipment, fixtures, hardware,

concrete additives, etc. that are specified by product name either on the drawings or in the specifications.

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

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

B. Engineer shall conduct an internal quality control review of all Final Design Phase deliverables for reasonable accuracy, completeness, clarity, and constructability **prior** to submitting documents to PCCA. 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, 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 176 engineering service hours plus related technical and administrative staff hours toward the following Bidding or Proposal Negotiating Phase services. The service hours in A1.03A are not to be invoiced except for services which are specifically requested, and are separate from the services required for Conformed Documents described below in Item A1.03B. 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 seven calendar days after the Construction Contract Award, 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. If alternates are included, the awarded alternates should be identified on the Conformed Drawings. 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 285 engineering service hours plus related technical and administrative staff hours toward the following Construction Phase services. The service hours in A1.04A are not to be invoiced except for services which are specifically requested, and are separate from the services required for Record Drawings described below in Item A1.04B. 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 to the Master Services Agreement as **Exhibit E** ("**Notice of Acceptability of Work**") that the Work is acceptable.

B. Record Drawings: Prepare Record Drawings from Contractor's as-built records (Contractor's red-line markups) and furnish the digital Record Drawings to PCCA in PDF and with bound AutoCAD files (Civil 3D required for Civil discipline) to match the

PDF within 30 calendar days of receipt of Contractor's as-builts. Supplement Record Drawings with information regarding the completed Project, site, and immediately adjacent areas if obtained by Engineer from field observations, PCCA, utility companies, and other reliable sources. The Record Drawings shall:

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

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

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

4. Show both the as built and the original design details;

5. Be identified as a Record Drawing by a prominent note on each sheet;

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

7. 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 For this Contract Include:

A. **Civil and Electrical**

1. Engineer will develop preliminary engineering, and 60%, 90% and Final drawings and calculations for electrical and civil engineering elements of the project. This will include:

   - Edge protection
   - Utility trenches and duct banks
   - Vehicle accessibility assessments
   - Drainage, and oil-water separators
   - Lighting coordination

2. Engineer will not include utility connections, electrical supply, distribution panels, power distribution, communications equipment, communications equipment, CCTV, emergency power, potable water, fire water, sanitary sewer, fuel systems, and cranes.

B. **Topographic and Bathymetric Survey**: Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes.

1. Engineer will retain the services of T. Baker Smith, LLC, to undertake a hydrographic and topographic survey landside and channelside, which will include up to the toe of the federal channel. The survey will include all docks-side pavement and features (manholes, ditches, light poles, drop inlets, etc.), and will locate all sub-utilities using an electromagnetic utility detection equipment.

2. 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.

3. 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 NAVD88 vertical datum landside. Geodetic (Surface) coordinates are not acceptable. Datum shall be tied to a permanent benchmark in the PCCA database.

4. 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 NAVD88 must be stated.

5. 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.

6. Survey Drawings are to be prepared using a contemporary (less than 5 years old) version of AutoCAD Civil 3D. Deliverables are to be provided in a concise format. Avoid the use of excessively long folder and file names and limit unnecessary sub-folders. File compression is acceptable and shall be limited to one .ZIP file containing all applicable project files. 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).

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

C. **Geotechnical Report:** Provide a sealed Geotechnical Report based on Engineer's recommended geotechnical investigations and geotechnical recommendations needed for design and/or construction. Engineer will engage Terracon, Inc. to undertake the geotechnical site investigation and to provide geotechnical engineering support. Terracon will perform the field exploration, laboratory testing, engineering recommendations for proposed foundation elements (piles, sheet pile bulkheads, etc.), slope stability, and construction considerations including site preparation. The Geotechnical Report shall:

1. Reference the PCCA project name and PCCA project number on the Cover and in the body of the Report.

2. 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.

3. Not limit PCCA use of or Contractor reliance on the following technical data (this applies to use on this or other PCCA projects in the vicinity of this Project):

   a. Data contained in the boring logs
   b. Recorded measurements of subsurface water levels
   c. Results of tests performed on materials

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

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

D. **Geospatial Data:** In conjunction with the Record Drawings described in A.1.04B, the Record Drawings are to include Geospatial Data for the PCCA's database. Data will adhere to ISO19115-1:2014 metadata style, and all required metadata will be completed per Section 3.1 of the PCCA Metadata Standard. Naming of assets will be completed per Section 5.2 of the PCCA Asset Naming Convention. When applicable, copies of both documents will be provided to the Engineer at the beginning of the Project. The Geospatial Data shall be supplied as a GeoDatabase in ESRI, ArcGIS Pro version *3.5* or higher.

1. Metadata will include, but is not limited to the following:

   a. Coordinate Reference System (CRS)
   b. Projected Coordinate System (PCS)
   c. Vertical datum
   d. Data collected
   e. Description of the data collected and its general environment
   f. Instrumentation used for data collection (if applicable)

g. Level of accuracy of instrumentation used for data collection (if applicable)

2. The following file types and formats are required:

   a. ArcGIS file geodatabase (*.gdb) – ArcGIS file database will include corresponding metadata and attribute information for the Project as a whole and EACH subsequent file geodatabase (ex. feature class, table, raster) populated within the geodatabase based on the various data collected.

   b. ArcGIS Pro 3.2 (or later) project file (*.aprx) – This file must also follow metadata standards as defined by this document and contain final maps and layout files along with any subsequent data collected, purchased, or used for this Project.

3. Field collected data: Comma Separated Value file(s) (*.csv) – csv data must be in a finalized and usable condition, requiring no additional data augmentation, manipulation, or translation.

4. Data file transfer: Prior to transferring data, coordinate electronic file transfer logistics with the PCCA.

5. Provide an Attribute Table with the necessary Asset Management data; details to be determined during the Construction Phase and coordinated with PCCA Project Manager.

# Moffatt & Nichol MSA 26-04 AND Service Order 1 for 25-028C Cargo Dock 9 & 10 Realignment

Final Audit Report 2026-07-10

| | |
|---|---|
| Created: | 2026-07-10 |
| By: | Susana Garcia-Smythe (Susana@pocca.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAEPAmJDxTjl4WRe5WmHuqGlehCfdkSlXn |

## "Moffatt & Nichol MSA 26-04 AND Service Order 1 for 25-028C Cargo Dock 9 & 10 Realignment" History

Document created by Susana Garcia-Smythe (Susana@pocca.com)
2026-07-10 - 8:29:24 PM GMT- IP address: 64.183.208.115

Document emailed to Abhishek Shethji (ashethji@moffattnichol.com) for signature
2026-07-10 - 8:31:13 PM GMT

Email viewed by Abhishek Shethji (ashethji@moffattnichol.com)
2026-07-10 - 8:31:32 PM GMT- IP address: 45.61.67.109

Document e-signed by Abhishek Shethji (ashethji@moffattnichol.com)
Signature Date: 2026-07-10 - 9:45:12 PM GMT - Time Source: server- IP address: 206.54.217.230 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-07-10 - 9:45:12 PM GMT

PORT CORPUS CHRISTI®

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 21, 2026

**DATE:** July 21, 2026

**TO:** Port Commission

**FROM:** Natasha Fudge, P.E.
Director of Engineering Services
Natasha@pocca.com
(361) 885-6686

**ANTICIPATED STAFF PRESENTER:** Roberto DeSantos, P.E.
Senior Project Engineer

**Approve Master Services Agreement No. 26-02 and Service Order No. 1 with Hatch Associates Consultants, Inc. in the amount of $698,291 using standard hourly rates with a ceiling price for engineering design services associated with the Rincon West Security Lighting & Cameras Project.**

**SUMMARY:** Staff are seeking Port Commission approval of Master Services Agreement No. 26-02 and Service Order No. 1 with Hatch Associates Consultants, Inc. in the amount of $698,291 using standard hourly rates with a ceiling price for engineering design services associated with the Rincon West Security Lighting & Cameras Project.

**BACKGROUND:** The PCCA has recently completed improvements to the property at the end of Rincon Road with the extension of the west Rincon laydown yard and the construction of shore protection measures. Construction of improvements to the rail system in the area are also nearing completion. As cargo activity increases, so will the need for enhanced lighting and surveillance of the area. Currently, there is minimal lighting and no fixed surveillance cameras at the Rincon complex.

The objective of this current project is to provide operational level lighting to allow for extended daily operations including sufficient visibility to operate at night and to reduce sole reliance on security patrols. This will be accomplished with the addition of dedicated surveillance cameras. Therefore, the project scope of work is to prepare a comprehensive design package for operational level lighting and security surveillance to approximately 77 acres of the Rincon west laydown yard. The design will include conducting a photometric analysis to determine the number and the height of light poles required to meet OSHA guidelines for operational lighting. Services also include providing extensive geotechnical borings and information to design multiple foundation types to account for the original poor underlying soils; to complete a study to determine surveillance camera coverage and optimal locations on light poles; high-mast light pole stiffness design to restrict camera movement; substantial sub-surface exploration to facilitate an unobstructed route for fiber optic, power, and communication system runs of over one

mile long; design of the power distribution to a significant number of anticipated light poles; and coordination with AEP to obtain a new service drop for project power demands.

Staff solicited a Request for Qualifications for engineering services for various projects in February 2026, including this specific project. From the RFQ submissions, a PCCA evaluation group selected Hatch Associates Consultants, Inc. as the most qualified firm for this project based on evaluation criteria and scoring addressed in the RFQ, which includes qualifications and relevant experience of team personnel, performance and quality of services on prior PCCA projects and/or similar projects, quality assurance and quality control plan, and overall compliance with PCCA guidelines and standards. Hatch Associates Consultants, Inc. has worked on numerous other PCCA projects, including design services associated with previous security grant-funded projects, and has deep familiarity with the existing security systems currently being used at the port.

The engineering services for this project include preliminary and final design for the services noted above, bid phase support, and construction administration phase services. Other notable work includes extensive geotechnical investigation and reporting, subsurface utility engineering, surveying services, the preparation of detailed construction drawings and technical specifications, as well as the delivery of project data in a GIS format compatible with PCCA's Asset Management systems.

To complete these services, staff negotiated a Service Order with Hatch Associates Consultants, Inc. in an amount not to exceed $698,291. These services will be performed in accordance with applicable PCCA standards and all relevant regulatory requirements.

**ALTERNATIVES:** PCCA may elect to terminate negotiations and proceed with the next highest ranked consultant, which would result in an approximate two-month delay to the project.

**CONFORMITY TO PORT PROCUREMENT POLICY:** This item complies with PCCA Procurement Policy Section XV. Professional Services Selection & Authorization, Subsection B. Formal Selection Process.

**STRATEGIC ALIGNMENT:** This project is aligned with the mission of the Port. The project conforms to the PCCA's Strategic Plan 2029 (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 $400,000 in 2026 and additional funds in allocated in 2027.

**STAFF RECOMMENDATION:** Staff recommend Port Commission approval of Master Services Agreement No. 26-02 and Service Order No. 1 with Hatch Associates Consultants, Inc. in the amount of $698,291 using standard hourly rates with a ceiling

price for engineering design services associated with the Rincon West Security Lighting & Cameras Project.

**DEPARTMENTAL CLEARANCES:**

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

**LIST OF SUPPORTING DOCUMENTS:**

Exhibit
Service Order No. 1
Master Services Agreement No. 26-02

# Rincon West Laydown Yard Security Lighting & Cameras

July 21, 2026

Port Commission Meeting



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

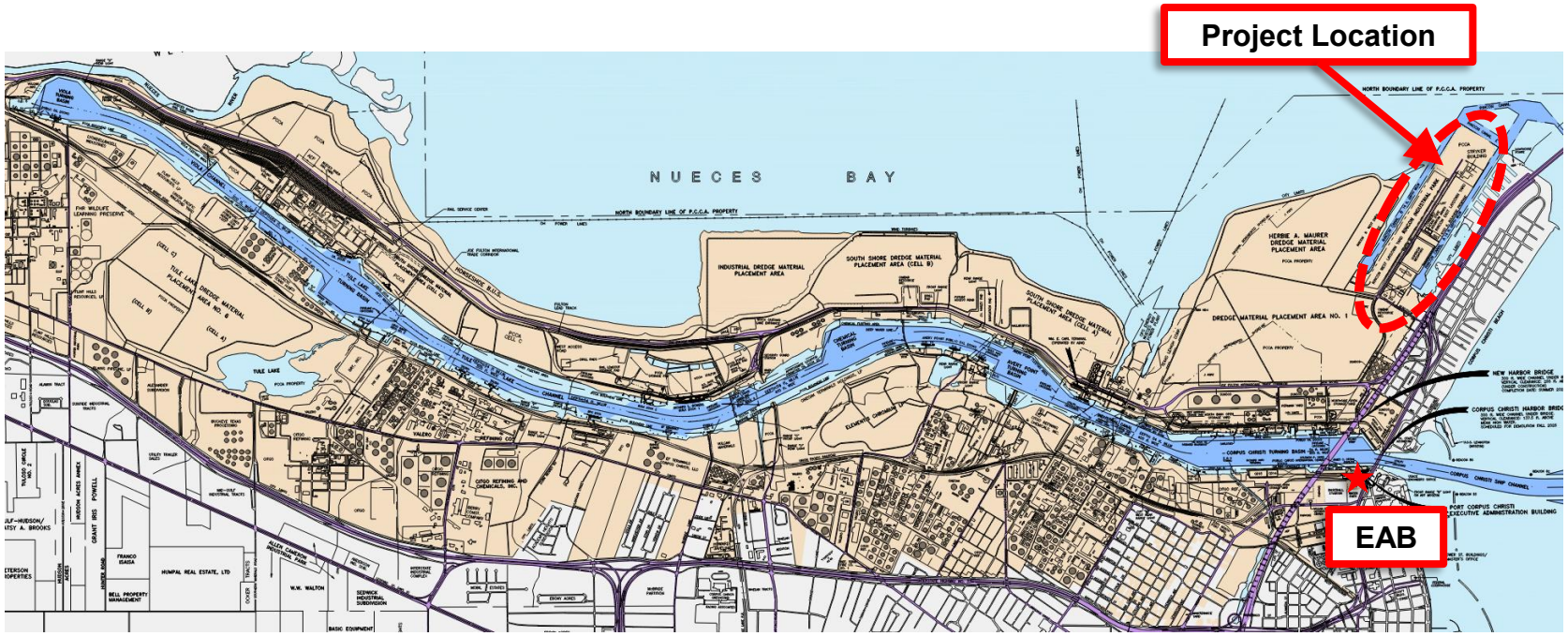
Presented by PORT CORPUS CHRISTI®

# Rincon West Laydown Yard Security Lighting & Cameras

## Project Location and Background

**Background:**

- PCCA has completed the west Rincon laydown yard expansion and shore protection improvements.
- Rail system upgrades are expected to be completed by Q3.
- ***Increased cargo activity will require enhanced monitoring, 24 hr. surveillance, and area lighting to support operations and safety.***
- Current lighting is minimal and from the road light poles.











PORT CORPUS CHRISTI®

# Rincon West Laydown Yard Security Lighting & Cameras

## Project Overview

### Scope of work:

- Develop a lighting design for approx. 77 acre laydown yard.
- Extensive Geotech to account for original marsh soils.
- Site-wide surveillance camera coverage
- Numerous mast light poles (+/- 100ft tall) including lighting design based on photometric analysis for operations per OSHA guidelines.
- Multiple deep foundation designs due to anticipated poor soils resulting in different foundation depths, diameters and steel reinforcement.
- Substantial sub-surface exploration to facilitate over 1- mile runs of *Telecommunications, Power* and *Security Fiber* infrastructure. From the source (Ave. F) to site (Rincon Laydown yard)
- Design power and communication distribution to all new poles.
- AEP Utility Coordination and service drop

### Consultant Selection:

- RFQ process
- **Hatch Associates Consultants Inc**. was the top ranked firm



# Rincon West Laydown Yard Security Lighting & Cameras

## Service Order with Hatch Associates Consultants Inc.

### Engineering Design Services

| | | |
|---|---|---|
| Preliminary Design Phase | $ | 76,532.00 |
| Final Design | $ | 422,858.00 |
| Bid Phase | $ | 9,682.00 |
| Construction Phase | $ | 78,346.00 |
| **Engineering Design Services TOTAL** | **$** | **587,418.00** |

### Support Services

| | | |
|---|---|---|
| Surveying Package | $ | 26,250.00 |
| Geotechnical engineering report | $ | 26,770.00 |
| Geospatial Data | $ | 21,168.00 |
| Subsurface Utility Engineering | $ | 36,685.00 |
| **Support Services TOTAL** | **$** | **110,873.00** |

### Total Fee

| | | |
|---|---|---|
| Engineering Design Services | $ | 587,418.00 |
| Support Services | $ | 110,873.00 |
| **Service Order TOTAL** | **$** | **698,291.00** |

# Thank you

PORT CORPUS CHRISTI®

**SERVICE ORDER FOR ENGINEERING SERVICES**
**PORT OF CORPUS CHRISTI AUTHORITY**
**OF NUECES COUNTY, TEXAS**
**MASTER SERVICES AGREEMENT NO. 26-02**

**PROJECT NAME: Rincon West Security Lighting & Cameras**
**PROJECT NO. 25-026A**
**SERVICE ORDER NO. 1**
**COMMENCEMENT DATE: July 22, 2026**

This Service Order is executed by and between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and Hatch Associates Consultants, 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. 26-02 between PCCA and Engineer, as amended ("**Agreement**"). Upon execution of this Service Order, the Agreement shall be incorporated into and be considered part of this Service Order as if set forth herein in its entirety. Any capitalized terms in this Service Order that are not defined herein shall have the meanings given to them in the Agreement. If there is any inconsistency between the terms of this Service Order and the terms of the Agreement, the terms of this Service Order will control.

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

**1. Description of Specific Project:**

This Project generally includes installing security lighting and cameras at the Rincon West Laydown Yard.

**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.

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

Not applicable.

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

Not applicable.

**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 | - | 7/22/2026 |
| • **ENGINEER – Prelim. Design Submittal** | **49** | **9/9/2026** |
| PCCA – Team Review | 21 | 9/30/2026 |
| • **ENGINEER – 60% Design Submittal** | **56** | **11/25/2026** |
| PCCA – Team Review | 21 | 12/16/2026 |
| • **ENGINEER – 90% Design Submittal** | **21** | **1/6/2027** |
| PCCA – Team Review | 21 | 1/27/2027 |
| • **ENGINEER – Pre-sealed Design Documents Submittal** | **12** | **2/8/2027** |
| PCCA – Team Review | 10 | 2/18/2027 |
| • **ENGINEER – Sealed Documents Submittal** | **4** | **2/22/2027** |

***This Service Order will expire on December 31, 2027.***

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

**5. Method of Compensation**

**A.** PCCA shall pay Engineer for services rendered under this Service Order using the

Standard Hourly Rates plus Reimbursable Expenses with a Ceiling Price.

**The Ceiling Price for this Service Order is $698,291.**

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

| Description of Service | Amount |
|---|---|
| **BASIC SERVICES:** | |
| Preliminary Design Phase *(A1.01 of Ex. A)* | $ 76,532.00 |
| Final Design Phase *(A1.02 of Ex. A)* | $ 422,858.00 |
| Bidding or Proposal Negotiating Phase *(A1.03 of Ex. A)* | $ 9,682.00 |
| Construction Phase *(A1.04 of Ex. A)* | $ 78,346.00 |
| **Subtotal, Basic Services** | **$ 587,418.00** |
| **SUPPORT SERVICES:** | |
| Surveying Package (Abstracting Only) | $ 26,250.00 |
| Geotechnical Report | $ 26,770.00 |
| Geospatial Data | $ 21,168.00 |
| Subsurface Utility Engineering (Designating Only) | $ 36,685.00 |
| **Subtotal, Support Services** | **$ 110,873.00** |
| **SUMMARY OF FEES:** | |
| Basic Services Fee | $ 587,418.00 |
| Support Services Fee | $ 110,873.00 |
| *Allowance for additional services (requires PCCA's written authorization)* | $ - |
| **TOTAL NOT TO EXCEED FEE CEILING PRICE** | **$ 698,291.00** |

**C. 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:**

- N. Martinez & Associates – Civil & Structural Engineering
- Tolunay-Wong Engineers – Geotechnical Services
- CobbFendley Engineers – Subsurface Utility Engineering, Surveying Services

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

Not Applicable.

**8. Insurance Requirements:**

Engineer shall maintain the insurance coverage described in Article 11 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:**

None.

**11. Terms and Conditions**

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

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

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

**PCCA:**

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

By: _____

Name: Kent Britton

Title: Chief Executive Officer

Date Signed: _____

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

**PCCA's Contract Representative:**

Natasha Fudge, P.E.

Title: Director of Engineering Services

Phone Number: (361) 885-6686

Email: natasha@pocca.com

**PCCA's Project Manager:**

Gustavo Moeller, E.I.T.

Title: Associate Project Engineer

Phone Number: (361) 885-6188

Email: gmoeller@pocca.com

**Engineer:**

**Hatch Associates Consultants, Inc.**

By: Damon Jericho
Damon Jericho (Jul 10, 2026 23:22:12 GMT+2)

Name: Damon Jericho

Title: US Director – Transportation

Date Signed: 07/10/2026

**Address for giving notice:**
750 Town and Country Blvd., Ste. 650
Houston, TX 77024

**Engineer's Contract Representative:**

Damon Jericho

Title: US Director – Transportation

Phone Number: (862) 216-8440

Email: damon.jericho@hatch.com

**Engineer's Project Representative:**

Mike Lai, P.E.

Title: Regional Ports & Terminal Lead

Phone Number: (832) 860-5679

Email: mike.lai@hatch.com

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

## EXHIBIT A

## ENGINEER'S SCOPE OF SERVICES

This Project generally includes security lighting and cameras at the Rincon West Laydown Yard. The Consultant'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. Confirm PCCA's lighting intensity coverage desired along the secured perimeter and the storage/operations area.

2. Engineer will identify up to 2 potential light pole layout designs to provide lighting intensity levels described above, and then proceed with the study and evaluation of these potential layout designs.

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 Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential layout designs to PCCA's Specific Project requirements, and preparation of a related report.

5. After consultation with PCCA, recommend the layout designs to PCCA which in Engineer's judgment meet PCCA's requirements for the Specific Project.

6. 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 (fee included in proposal)

    b. topographical surveys including utility mapping services and limited SUE (fee included in proposal

c. Evaluate existing AEP utility pole and service outlet availability to determine new service location for lighting and electronic equipment loads

7. When mutually agreed, assist PCCA in evaluating the possible use of site 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.

8. On projects that include structural engineering design the Consultant shall submit the structural analysis model used for project calculations. The model, created in LPILE, or another approved software, must include all applied loads, boundary conditions, and relevant parameters integral to achieving the final structural design. The provided model should be fully documented, including descriptions of the load cases, combinations, material properties, and any assumptions made during the design phase. The model 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. This software shall be used in the design of high mast light pole foundations, for approximately 30 high mast light poles. The site includes poor soil conditions and the foundations will be engineered with updated geotechnical data. Refer to A2.01B in the "Support Services" sections below.

9. 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. Assist PCCA in coordinating with AEP for the modification and installation of a new service entrance meter and customer service pole to supply power to the new facilities. PCCA shall coordinate with energy supplier and obtain any new ESID and accounts required for the project inclusive of providing payment. PCCA shall also coordinate contracting requirement with AEP as required and advised by Engineer.

10. The following specific assumptions and exceptions are noted for the Preliminary Design Phase:

    a. Light pole layout designs will be based on the requirement for a target average illumination of 5 foot-candles as required by OSHA for yard operations. A photometric study will be prepared and preliminary photometric layouts will be provided as exhibit drawings in the Report.

    b. Based on Engineer's experience on projects of similar size and orientation, a maximum of 30 poles, approximately 125-ft high, full-cutoff LED fixtures, with pole deflection limits appropriate for the installation of surveillance cameras, have been considered in this scope of services.

    c. The fiber optic cable route is assumed to begin at the Avenue F Guard House, routed along the west side of Avenue F, routed along the south side of Joe Fulton

International Trade Corridor, routed along the west side of Rincon Road, to end in the Rincon West yard.

d. Excluding the fiber route, the laydown yard site includes approximately 77-acres at PCCA's Rincon West Yard.

e. Security camera layouts and field-of-views will be established in the Final Design Phase after the light pole layout design is finalized in the Preliminary Design Phase.

f. Security cameras will be selected and provided by PCCA and the design criteria will be established within the Preliminary Design Phase.

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 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 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. PCCA shall provide specifics of surveillance, security, and network equipment selections and technologies including manufacturer data sheets and specific part numbers identifying specific equipment model sub-options.

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 Engineer and Firm identification, a Table of Contents, a brief 1-3 page Executive Summary, the appropriate report narrative with exhibits and photos to clearly indicate the agreed-to scope and objective(s), requirements, considerations involved, and Engineer's recommended solution(s) and alternative(s) when applicable. If available, 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.

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 Design Phase deliverables to PCCA, and review it with PCCA. 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 shall submit to 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 other exhibits when applicable and any other Preliminary Design Phase deliverables to the PCCA. Engineer shall provide written responses to PCCA comments from the interim submittal to indicate how/where the comment has been addressed and shall confirm in writing that PCCA's comments have been addressed or resolved in the sealed Preliminary Design Report.

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

C. Deliverables for the Preliminary Design Phase include:

1. Completed Submittal Package Transmittal Form to document the submittal and 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 the sealed Topographic Survey and Geotechnical Report, and other preliminary data as described in Part 2 Support Services.

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

4. Provide written responses to interim review comments with the final sealed Preliminary Design Report. **Include the written responses with the 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 responses to interim review comments and 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. The following specific assumptions and exceptions are noted for the Final Design Phase:

   a. Architectural, Landscape Architecture, and Environmental Design Services are not included.

   b. Hydrology, Area Traffic Studies, Area Drainage Studies, and Permitting Services are not included.

   c. Traffic Control Planning will be coordinated with PCCA.

d. Changes due to PCCA PM's request for redesign, or any changes due to unforeseen site conditions shall be negotiated as additional services.

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). Deliverables are to be provided in a concise format. Consultant is to avoid the use of excessively long folder and file names, and limit unnecessary sub-folders. File compression is acceptable and shall be limited to one .ZIP file containing all applicable project files. 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. When geospatial data is included in Part 2 - Support Services, the CAD files are to be supplemented by a GeoDatabase in ESRI, ArcGIS Pro version as described in Part 2.

8. Major scope of work items will include:

   a. Geotechnical services, refer to Part 2 – Support Services for details.

   b. Survey and SUE services, refer to Part 2 – Support Services for details.

c. Verify the PCCA proposed alignment of proposed fiber optic cabling and prepare design phase drawings per the PCCA approved alignment, including any fiber splicing and termination details that may be required.

d. Prepare design phase drawings that include camera field of views, stormwater and pollution prevention plans, notes, pavement repair details, conduit alignments, telecommunication manholes and details, light pole and equipment pad with perimeter fencing, light pole foundation details, traffic control plan for work performed in the public right of way, light fixtures chosen using photometric study data, service from AEP and power distribution rack, network cabinet and cameras, electronics enclosures on high mast light poles, power distribution and fiber distribution within the laydown yard.

e. Detailed design of high mast light pole foundations shall follow the recommendations outlined by the geotechnical engineer appropriate for the soil conditions existing on site. It is anticipated that up to 30 high mast light pole foundations are required and soil conditions will vary throughout the site.

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

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

   b. Completed and signed 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 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, and utility records (if applicable and not previously submitted).

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

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

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

    b. Completed and signed 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). Flatten and size PDF for printing to a measurable scale on 11” x 17” sheets. Confirm printability of the PDF prior to submittal.

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

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

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

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

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

13. In accordance with the Contract Schedule, furnish PCCA PM with a prefinal PDF version of the complete but unsealed 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 PM. 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 complete but unsealed documents. **All questions and exceptions must be resolved with the PM prior to providing the unsealed prefinal documents. The unsealed prefinal documents shall be essentially complete with the exception of the final seal**.

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

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

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

    b. Completed and signed Consultant Design Submittal Summary form.

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

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

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

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

    g. Submittal log and product cut sheets. The submittal log shall reference the

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

h. Reference documents such as a Geotechnical Report, related historical record drawings, utility records, and pipeline records (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 documents to PCCA. 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 40 engineering service hours plus related technical and administrative staff hours toward the following Bidding or Proposal Negotiating Phase services. The service hours in A1.03A are not to be invoiced except for services which are specifically requested, and are separate from the services required for Conformed Documents described below in Item A1.03B. If requested by PCCA (and within the service hour limit), Engineer shall:

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

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

3. Assist PCCA in evaluating bids or proposals.

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

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

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

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

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

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

**A1.04 Construction Phase**

A. To support general construction administration (not to be interpreted as Project Representative), upon request by PCCA the Engineer shall provide up to 40 engineering service hours plus related technical and administrative staff hours toward the following Construction Phase services. The service hours in A1.04A are not to be invoiced except for services which are specifically requested, and are separate from the services required for Record Drawings described below in Item A1.04B. If requested by PCCA (and within the service hour limit), Engineer shall:

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

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

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

10. 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.

11. 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.

12. 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.

13. 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.

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

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

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

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

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

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

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

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

for the Construction Drawings.

7. When geospatial data services are included in Part 2 - Support Services, attributes of the Record Drawings shall also be supplied as a GeoDatabase in ESRI, ArcGIS Pro version as described in Part 2.

## PART 2 – SUPPORT SERVICES

### A2.01 Support Services For this Contract Include:

A. **Topographic Survey**: Provide abstracting services to research parcels within the project limits for Engineer's design purposes.

1. Abstracting will be done by a title company to perform title search and easement research, deliverables will include a title report for the parcels within the project limits excluding sovereign ownership, and a findings package.

B. **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:

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

2. 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.

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

4. As requested by PCCA, geotechnical services will be included with the following major scope items: five (5) test borings distributed evenly across the laydown yard site, as identified above in this section, at a depth of 60-feet, laboratory testing to identify moisture content, unit weight, unconsolidated-undrained triaxial compression strength, Atterberg Limits, and grain size distribution, and a geotechnical report with design and construction recommendations for deep foundation systems such as drilled shafts or drilled/driven piles. Design recommendations will also include deep foundation compressive and tensile axial capacities, estimated settlement, and lateral load resistance. Lateral load analysis will be performed for two deep foundation types under two sets of loading conditions.

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

C. **Geospatial Data:** In conjunction with the Record Drawings described in A.1.04B, the Record Drawings are to include geospatial data for the PCCA's database. Data will adhere to ISO19115-1:2014 metadata style, and all required metadata will be completed

per Section 3.1 of the PCCA Metadata Standard. Naming of assets will be completed per Section 5.2 of the PCCA Asset Naming Convention. When applicable, copies of both documents will be provided to the Consultant at the beginning of the Project. The geospatial data shall be supplied as a GeoDatabase in ESRI, ArcGIS Pro version 3.5 or higher.

1. Metadata will include, but is not limited to the following:

    a. Coordinate Reference System (CRS)
    b. Projected Coordinate System (PCS)
    c. Vertical datum
    d. Data collected
    e. Description of the data collected and its general environment
    f. Instrumentation used for data collection (if applicable)
    g. Level of accuracy of instrumentation used for data collection (if applicable)

2. The following file types and formats are required:

    a. ArcGIS file geodatabase (*.gdb) – ArcGIS file database will include corresponding metadata and attribute information for the Project as a whole and EACH subsequent file geodatabase (ex. feature class, table, raster) populated within the geodatabase based on the various data collected.

    b. ArcGIS Pro 3.2 (or later) project file (*.aprx) – This file must also follow metadata standards as defined by this document and contain final maps and layout files along with any subsequent data collected, purchased, or used for this Project.

3. Field collected data: Comma Separated Value file(s) (*.csv) – csv data must be in a finalized and usable condition, requiring no additional data augmentation, manipulation, or translation.

4. Data file transfer: Prior to transferring data, coordinate electronic file transfer logistics with the PCCA.

5. Provide an Attribute Table with the following Asset Management data:

    a. Asset Type
    b. Asset Name
    c. Dates
    d. Costs
    e. Inspection Condition Score
    f. Age
    g. Warranty
    h. Serial Number
    i. Images
    j. Instrument Used (if applicable)

**TABLE 1: ATTRIBUTE TABLE**

| Display Name | Field Name | Type | Allows Null Values | Length | Unique |
|---|---|---|---|---|---|
| **Name** | name | String | Yes | 80 | No |
| **Description** | description | String | Yes | 255 | No |
| **Collection Method** | collectionmethod | String | Yes | 50 | No |
| **PCCA Business Category** | pccabusinesscategory | String | Yes | 255 | No |
| **PCCA Asset System** | pccaassetsystem | String | Yes | 255 | No |
| **PCCA Asset Subsystem** | pccaassetsubsystem | String | Yes | 255 | No |
| **PCCA Asset Subsystem Type** | pccaassetsubsystemtype | String | Yes | 255 | No |
| **Asset Type** | assettype | Integer | Yes | None | No |
| **Primary Image** | primaryimage | String | Yes | 255 | No |
| **Condition Score** | conditioninspectionscore | Small Integer | Yes | None | No |
| **Condition Date** | conditioninspectiondate | Date | Yes | 8 | No |
| **Warranty Date** | warrantydate | Date | Yes | 8 | No |
| **Install Date** | installdate | Date | Yes | 8 | No |
| **Install Cost** | installcost | Double | Yes | None | No |
| **Expected Replace Date** | expectedreplacedate | Date | Yes | 8 | No |
| **Expected Replace Cost** | expectedreplacecost | Double | Yes | None | No |
| **Age** | age | Double | Yes | None | No |
| **Serial Number** | serialno | String | Yes | 255 | No |
| **Expiration Date** | expirationdate | Date | Yes | 8 | No |
| **Asset Group** | assetgroup | Integer | Yes | None | No |

D. **Subsurface Utility Engineering**: Provide SUE services to include:

1. The SUE includes the fiber route only as described in A1.01A9 and additional acreage is considered out of scope.

2. The purpose of this SUE investigation is to assist in determining the presence and location of subsurface utilities in the fiber route.

3. As requested by PCCA, subsurface utility engineering (SUE) services will be included with the following major scope items:

   a. Perform utility designating (Quality Level B) along the fiber route identified above in this section, record research, designate the horizontal location of tone-able utilities using non-destructive surface geophysical techniques

   b. Public and private properties are assumed to be accessible without permitting, matting, grading, clearing, or removal of structures

   c. Provide base map in AutoCAD set to applicable project survey control information

   d. Quality Level A test holes are not included and can be negotiated as additional services.

   e. GPR is not included as soil conditions in this area are not conducive to GPR use per the USDA Natural Resource Conservation Service maps.

# Hatch new MSA 26-02 AND Service Order 1 for 25-026A Rincon Security

Final Audit Report 2026-07-10

| | |
|---|---|
| Created: | 2026-07-10 |
| By: | Susana Garcia-Smythe (Susana@pocca.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAtgMJ5dZUm1k1d0R08GunuF2J4vQ76dNt |

## "Hatch new MSA 26-02 AND Service Order 1 for 25-026A Rinco n Security" History

Document created by Susana Garcia-Smythe (Susana@pocca.com)
2026-07-10 - 7:31:45 PM GMT- IP address: 64.183.208.115

Document emailed to damon.jericho@hatch.com for signature
2026-07-10 - 7:33:19 PM GMT

Email viewed by damon.jericho@hatch.com
2026-07-10 - 8:57:31 PM GMT- IP address: 77.72.92.174

Signer damon.jericho@hatch.com entered name at signing as Damon Jericho
2026-07-10 - 9:22:10 PM GMT- IP address: 69.46.127.6

Document e-signed by Damon Jericho (damon.jericho@hatch.com)
Signature Date: 2026-07-10 - 9:22:12 PM GMT - Time Source: server- IP address: 69.46.127.6 - Signature Appearance Selected: TYPE

Agreement completed.
2026-07-10 - 9:22:12 PM GMT

PORT CORPUS CHRISTI®

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 21, 2026

**DATE:** July 21, 2026

**TO:** Port Commission

**FROM:** Daniel J. Koesema, P.E.
Director of Channel Infrastructure
dan@pocca.com
361-885-6138

**ANTICIPATED STAFF PRESENTER:** Daniel J. Koesema, P.E.
Director of Channel Infrastructure

**Approve Task Order No. 8 with Callan Marine, Ltd., under Master Services Agreement No. 21-01 in an amount not to exceed $2,139,700, to be paid on a unit-cost basis, to perform maintenance dredging at PCCA-maintained Oil Docks 1, 2, 15, and 50, and the Plains Cactus 3 Dock**

## SUMMARY:

Staff is seeking Port Commission approval of Task Order No. 8 with Callan Marine, Ltd., under Master Services Agreement No. 21-01 in an amount not to exceed $2,139,700, to be paid on a unit-cost basis, to perform maintenance dredging at PCCA-maintained Oil Docks 1, 2, 15, and 50, and the Plains Cactus 3 Dock, to maintain operating depths and support safe and efficient vessel access.

## BACKGROUND:

Task Order No. 8 was negotiated with Callan Marine, Ltd. (Callan) under Master Services Agreement No. 21-01 to perform maintenance dredging at Oil Docks 1, 2, 15, and 50, and the Plains Cactus 3 Dock. These facilities are located within the Inner Harbor Reach and along the La Quinta Channel and are maintained by the PCCA.

These docks are included in the PCCA's routine maintenance dredging program. Periodic dredging is necessary to maintain operating depths, support customer operations, and preserve safe and efficient vessel access.

Task Order No. 8 is a unit-price contract consistent with the provisions of the Master Services Agreement. The estimated total compensation is $2,139,700 and includes

mobilization and demobilization, dredge pipeline installation and management, dredging operations, allowances for debris disposal and standby time, and required performance and payment bonds.

The final contract amount will be based on actual quantities dredged. Should actual costs exceed the estimated compensation due to quantity variations or unforeseen conditions, staff will return to the Port Commission for approval of additional funding.

## ALTERNATIVES:

Approval of Task Order No. 8 will enable the PCCA to perform scheduled maintenance dredging and maintain operating depths at these facilities.

Deferral or failure to approve the task order would delay maintenance dredging and increase the potential for future draft restrictions and operational impacts.

## CONFORMITY TO PORT PROCUREMENT POLICY:

Callan was selected in conformance with PCCA's Procurement Policy using the RFP procurement method. A total of 48 companies downloaded the solicitation and 4 companies submitted proposals in response to the RFP. All proposals were evaluated utilizing the criteria defined in the solicitation.

## STRATEGIC ALIGNMENT:

This project conforms to the PCCA's Strategic Plan 2029 (Strategic Goal #3 – Provide Facilities and Services to meet Customer Needs).

## FINANCIAL IMPACT:

The FY26 Budget includes $2,000,000 for maintenance dredging of five PCCA maintained docks. This Task Order establishes a not to exceed amount of $2,139,700 for the 2026 PCCA Maintenance Dredging Services Program.

## STAFF RECOMMENDATION:

Staff recommend the Port Commission approve Task Order No. 8 with Callan Marine, Ltd. under Master Services Agreement No. 21-01 in an amount not to exceed $2,139,700, to be paid on a unit-cost basis, to perform maintenance dredging of five PCCA maintained docks.

## DEPARTMENTAL CLEARANCES:

| | |
|---|---|
| Originating Department | **Channel Infrastructure** |
| Reviewed & Approved | Daniel J. Koesema |
| Legal | Dane Bruun |

Executive Staff Kent Britton
Kyle Hogan

**LIST OF SUPPORTING DOCUMENTS:**

Callan Marine Ltd. Task Order No. 8
Map Exhibit

# TASK ORDER
# PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS MASTER SERVICES AGREEMENT NO. 21-01

**PROJECT NAME Annual Dredging Services**
**PROJECT NO. 25-412A**
**TASK ORDER NO. 8**
**COMMENCEMENT DATE July 21, 2026**

This Task Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and Callan Marine, Ltd ("**Contractor**"). PCCA and Contractor agree that all of the Services authorized by this Task Order shall be subject to the terms and conditions of PCCA's Master Services Agreement No. 21-01 between PCCA and Contractor, as amended ("**Agreement**"). Upon execution of this Task Order, the Agreement shall be incorporated into and be considered part of this Task Order as if set forth herein in its entirety. Any capitalized terms in this Task 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 Task Order and the terms of the Agreement, the terms of this Task Order will control.

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

**1. Description of Specific Project:**

**2.** Perform maintenance dredging at PCCA maintained Oil Docks 1, 2, 15, 50; and Plains Cactus 3 Dock.

**3. Services of Contractor (Scope of Services)**

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

**4. Task Order Schedule**

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

| ACTION | DUE ON OR BEFORE |
|---|---|
| Estimated Start Date (to be coordinated between PCCA and Contractor) | September 15, 2026 |
| Estimated Completion Date | November 15, 2026 |

**This Task Order will expire on December 31, 2026.**

5. **Method of Compensation**

This Task Order is a unit price contract. PCCA shall pay Contractor for services rendered under this Task Order based on actual quantities in accordance with the Agreement.

**The estimated total for this Task Order is $2,139,700.**

| Description of Service | Amount |
|---|---|
| A. Mobilization (Lump Sum) | $ 428,608 |
| B. Dredge Pipe Installation (Unit Price) | $ 951,701 |
| C. Dredging (Unit Price) | $ 533,062 |
| D. Allowance for Standby (Unit Price) | $ 193,033 |
| E. Allowance for Debris Disposal (Unit Price) | $ 1,675 |
| F. Performance and Payment Bonds (Lump Sum, 1.5% of Items A through E) | $ 31,621 |
| | |
| **ESTIMATED TOTAL COMPENSATION** | $ 2,139,700 |

**The terms of payment are set forth in Article 8 of the Agreement.**

6. **Subcontractors retained or that will be retained as of the Commencement Date of the Task Order:** Not Applicable.

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

8. **Exhibits or Attachments to this Task Order:** Not Applicable.

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

10. **Terms and Conditions**

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

*[Signature page follows this page]*

IN WITNESS WHEREOF, each Party has executed this Task 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: _____

**Company:**

**Callan Marine, Ltd.**

By: Frank J. Belesimo Digitally signed by Frank J. Belesimo DN: cn=Frank J. Belesimo, o=Callan Marine, ou=Executive Vice President, email=fbelesimo@callanmarineltd.com, c=US Date: 2026.07.13 17:32:54 -05'00'

Name: Frank J. Belesimo

Title: Executive Vice President

Date Signed: 07/13/226

| **Address for giving notice:** | **Address for giving notice:** |
|---|---|
| Attention: Director of Channel Infrastructure<br>400 Charles Zahn, Jr. Drive<br>Corpus Christi, Texas 78401 | P.O. Box 17017<br>Galveston, TX 77552 |

**PCCA's Designated Representative:**

Daniel J. Koesema, PE, CFM

Title: Director of Channel Infrastructure

Phone Number: (361) 885-6138

Email: dan@pocca.com

**Contractor's Designated Representative:**

Chris Dearing

Title: Project Director

Phone Number: (214) 226-4690

Email: cdearing@callanmarineltd.com

**PCCA's Project Manager:**

Kyle Brown, E.I.T.

Title: Channel Infrastructure Project Engineer

Phone Number: (361) 885-6207

Email: kbrown@pocca.com

Note: Contractor must copy the Project Manager on all contract-related notices and general correspondences, Task Order invoices, and deliverables.

EXHIBIT A
CONTRACTOR'S SERVICES FOR TASK ORDER

## PART 1 - SERVICES

### A1.01 *Task Order No. 8 Maintenance Dredging*

The Contractor will perform maintenance dredging at PCCA maintained Oil Docks 1, 2, 15, & 50; and Plains Cactus 3 Dock.

**Mobilization**

Contractor will mobilize dredge plant, dredge pipe, and all necessary equipment to Port of Corpus Christi.

Contractor will prepare Pre-Dredging Submittals in accordance with the Master Services Agreement.

**Dredge Pipe Installation**

Contractor will coordinate with PCCA and all parties affected by dredge pipe installation.

Contractor will coordinate any required channel closures with PCCA and USCG for installation of submerged dredge pipe across the Corpus Christi Ship Channel or the La Quinta Ship Channel.

**Dredging**

Contractor will perform maintenance dredging at PCCA maintained Oil Docks 1, 2, 15, & 50; and Plains Cactus 3 Dock.

Contractor will prepare and submit daily progress reports in accordance with the Master Services Agreement.

Contractor will prepare submittals in accordance with the Master Services Agreement and coordinate with PCCA and PCCA's Third-Party Surveyor for each dock.

**Standby Time**

Contractor will submit organized photographs and documentation with daily progress reports to document standby time related to removal of debris and/or traffic delays.

**Debris Disposal**

Contractor will prepare organized documentation and photographs of debris disposed from dredging operations.

**Demobilization**

Contractor will demobilize dredge plant, dredge pipe, and all equipment.

Contractor will prepare Post-Dredging Submittals in accordance with the Master Services Agreement.

# 2026 Maintenance Dredging Services Program

## Task Order No. 8



PORT CORPUS CHRISTI®

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 21, 2026

**DATE:** July 21, 2026

**TO:** Port Commission

**FROM:** Natasha Fudge, P.E.
Director of Engineering Services
Natasha@pocca.com
(361) 885-6686

**ANTICIPATED STAFF PRESENTER:** Roberto DeSantos, P.E.
Senior Project Engineer

**Approve an amendment to the professional architectural/engineering services contract with Richter Associates Architects Inc. d/b/a Richter Architects in the amount of $298,285 using standard hourly rates with a ceiling price for additional design services associated with developing a phased construction approach for the 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 recommend the approval of an amendment to the professional architectural/engineering services contract with Richter Architects in an amount not to exceed $273,125 using standard hourly rates with a ceiling price for additional design services associated with developing a phased construction approach for the Harbor Point Project, a maritime-themed, public destination to be constructed on PCCA-controlled property in the old Harbor Bridge right-of-way.

**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. In June 2025, the Port Commission approved a contract with Richter Architects in the amount of $802,019 for comprehensive design, bidding, and construction phase services for the full Harbor Point site. Richter Architects was selected for the original design contract through the Request for Qualifications for Engineering Services issued in November 2024 and Supplemental Information Request issued in March 2025.

Key features and amenities of the Harbor Point project generally include:

- Vehicular and pedestrian paving with architectural surfacing;
- 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.

Additionally at the February 2026 Commission Meeting, Amendment No. 1 in the amount of $147,460 was approved for additional design services including the design of the Globe and Circular Plaza areas, groundwater analysis, evaluation of alternative water collection systems, irrigation system design, and additional topographic surveying. These additional project elements were identified during the preliminary design phase of the project as being beneficial to include in the overall project.

This current amendment includes additional design services to separate the Harbor Point project into multiple construction contracts to support the concurrent development and construction of adjacent bulkhead improvements being led by the PCCA Channel Infrastructure Department. Under the revised approach, Harbor Point will be separated into Phases 1 and 3 while accommodating Phase 2 to allow the bulkhead improvement project to proceed on a prioritized schedule, minimizing potential conflicts during construction.

**Phase 1** includes all elements located landward of the designated line of demarcation established for the anchor wall and shoreline sheet pile wall construction, including: the first phase of site utilities on the eastern side of the project, the gateway feature, artwalk rooms and associated site improvements, zen garden, monument plaza, and associated site elements and pathways. This phase also includes construction of select elements of the amphitheater and tug play area and shade structures, with modifications as required to accommodate the anchor wall and related measures necessary to separate the completed park improvements from the shoreline construction work area.

**Phase 2** (by others under separate contract) includes demolition of the existing sheet pile wall and the installation of the new sheet pile wall system, along with all associated work and appurtenances.

**Phase 3** includes the remaining Harbor Point project elements located seaward of, or otherwise affected by, the line of demarcation established during Phase 1, including: completion and continuation of all utilities and the amphitheater beyond Phase 1 limits, the bridge artifacts shade structure and the world map and wind rose elements, swing shade structure and lounge chairs area, coastal prairie and tidal overlook areas, and remaining park elements. This phase also includes design of a new security facility, similar in size to the existing guard station to replace the existing facility, which is required to be removed as part of the adjacent shoreline improvement project in Phase 2. The new building will have architectural elements designed to match the existing building footprint, dimensions, and operational functionality.

Staff negotiated the attached amendment to the professional architectural/engineering services contract with Richter Architects in the amount of $298,285.

**ALTERNATIVES:** Defer the full Harbor Point Project until after completion of the adjacent bulkhead improvement project, which will result in increased design and construction costs for Phase 1 related improvements.

**CONFORMITY TO PORT POLICY:** This item complies with PCCA Procurement Policy Section XX. Contract Administration, Subsection B. Goods and Non-Construction Services, Item #2 regarding Amendments and Contract Modifications.

**STRATEGIC ALIGNMENT:** The project conforms to the PCCA's Strategic Plan 2029 (Strategic Goal #3 – Provide Facilities + Services to Meet Customer Needs).

**EMERGENCY:** No.

**FINANCIAL IMPACT:** This project is included in the 2026 capital budget with an allocation of $3,000,000 this year with additional funding in consecutive years. With this amendment plus one previous amendment approved by Port Commission in February 2026, the total not-to-exceed amount for this contract will be $1,247,764.20.

**STAFF RECOMMENDATION:** Staff recommend the approval of an amendment to the professional architectural/engineering services contract with Richter Architects in an amount not to exceed $298,285 using standard hourly rates with a ceiling price for additional design services associated with developing a phased construction approach for the Harbor Point Project.

**DEPARTMENTAL CLEARANCES:**

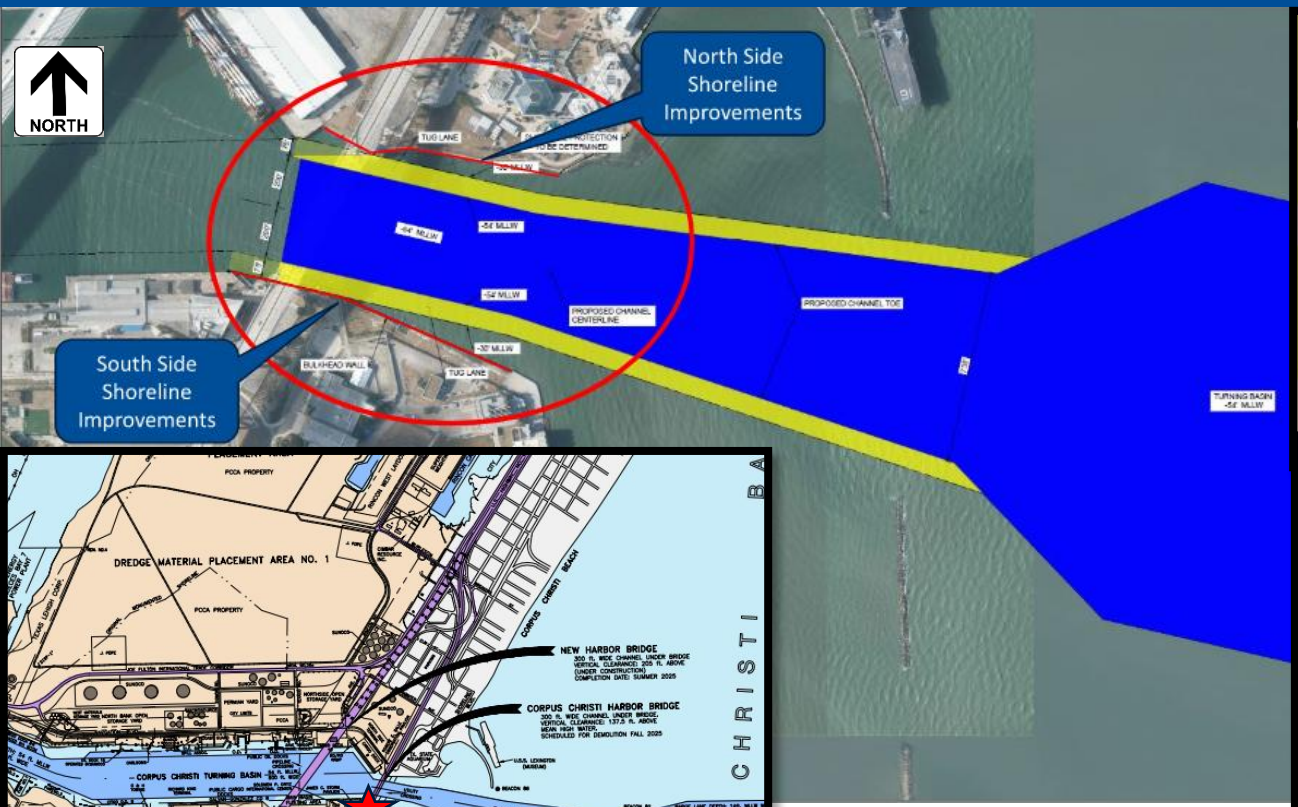
| | |
|---|---|
| Originating Department | Engineering Services |
| Reviewed & Approved | Natasha Fudge |
| | Sonya Lopez-Sosa |
| | Jacob Morales |
| Legal | Standard professional services contract amendment |
| Senior Staff | Kent Britton |
| | Kyle Hogan |

**LIST OF SUPPORTING DOCUMENTS:**

Exhibit
Professional Architectural/Engineering Services Contract Amendment

# Harbor Point Project

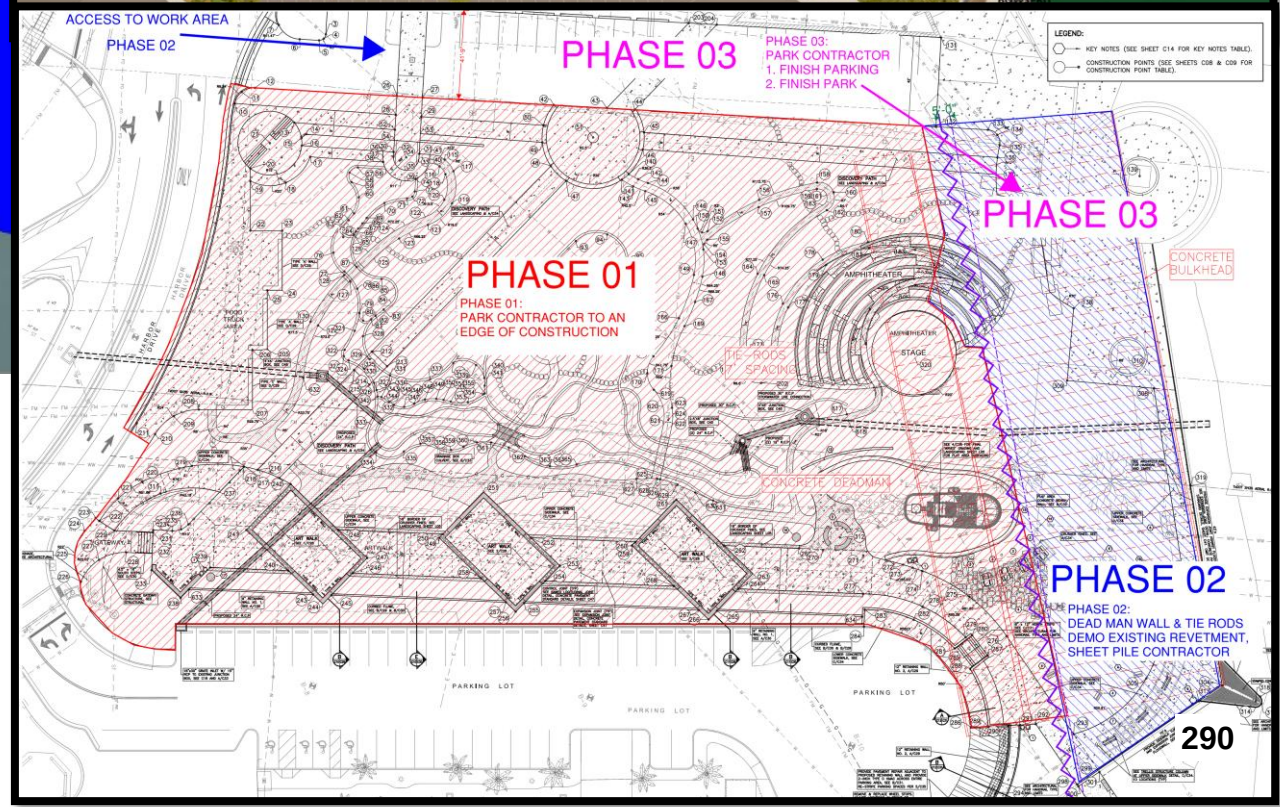
## Project Location & Phased Approach









**AMENDMENT NO. 2**

**TO**
**PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES CONTRACT**
**FOR**
**PROJECT NAME: HARBOR POINT**
**PROJECT NUMBER: 25-037A**

This Amendment No. 2 (the ***"Amendment")*** is made effective as of July 22, 2026 ***("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 Richter Architects (the ***"Architect/Engineer")***. Authority and Architect/Engineer are sometimes individually referred to herein as a ***"Party"*** and collectively as the ***"Parties".***

WHEREAS, Authority and Architect/Engineer entered into a Professional Architectural/Engineering Services Contract dated June 20, 2025 (the ***"Contract"),*** under the terms of which the Architect/Engineer agreed to perform the services described in the Scope of Services attached to the Contract as **Exhibit A**;

WHEREAS, Authority and Architect/Engineer executed Amendment No. 1 dated February 17, 2026 to expand the Services to be provided under the Contract, increase the compensation payable to the Architect/Engineer under the Contract, and to extend the Deadline within Section 2 (Period of Service); and

WHEREAS, the Authority and Architect/Engineer have agreed (i) to expand the Services to be provided under the Contract, (ii) to increase the compensation payable to Architect/Engineer under the Contract, and (iii) to extend the Deadline.

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

**A.** Section 1 of the Contract is amended to include additional scope of services described in and set forth in **Exhibit A-2** to this Amendment, which is incorporated herein by reference.

**B.** Section 2 of the Contract is amended to extend the Deadline within Section 2 (Period of Service) from October 31, 2027 to **October 31, 2029**.

**C.** Section 7 (Compensation) of the Contract is amended to include the Fee Schedule described in and set forth in **Exhibit B-2** to this Amendment, which is incorporated herein by reference. The total amount paid to Architect/Engineer for the Additional Services in **Exhibit A-2,** including reasonable travel expenses and other expenses, shall not exceed **Two Hundred Ninety-eight Thousand Two Hundred Eighty-five Dollars ($298,285).**

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

**E.** Except as specifically amended hereby, all terms and conditions of the

Contract 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 Contract, the terms and conditions of this Amendment shall control.

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

In Witness Whereof, the Parties have caused this Amendment to be executed by their duly authorized representatives effective for all purposes as of the **22nd day of July, 2026**.

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

By: _____
Kent Britton
Chief Executive Officer

Date: _____

**RICHTER ARCHITECTS**

By: David Richter (Jul 13, 2026 08:43:10 MDT)
David Richter, FAIA
President
Richter Architects

Date: 07/13/2026

| *This section is for Authority use only.* | | | | | | |
|---|---|---|---|---|---|---|
| $298,285 | | | | | | |
| AS | BA | SM | PD | PR | SC | VE |

## Exhibit A-2

## AMENDMENT NO. 2 - ADDITIONAL SCOPE OF SERVICES

### PART 1 - BASIC SERVICES

### A1.01 Preliminary Design Phase

*Not included in this Amendment No. 2.*

### A1.02 Final Design Phase

D. **Amendment No. 2 -** Following Authority approval of the Preliminary Design deliverables, the Architect/Engineer shall prepare Final Design and Construction Documents divided in two distinct packages: Phase 1 and Phase 3, along with additional services described below: Final Design for Phase 2 items generally include work associated with the anchor wall and shoreline sheet pile wall and is being completed by others under separate contract. Additional services for Phase 1 and Phase 3 include coordination with the designer for Phase 2 project elements.

1. **Phase 1 –** to include all elements located landward of the designated line of demarcation established for the anchor wall and shoreline sheet pile wall construction, including:

    a. Utilities up to the line of demarcation.

    b. Gateway

    c. Artwalk Rooms and associated site improvements

    d. Zen Garden and surrounding site elements

    e. Monument Plaza and associated pathways

    f. The Amphitheater and Tug Play Area & Shade Structures with modifications as required to accommodate the anchor wall.

    g. Landforms and grass areas requiring termination or temporary caping at the phase limit.

    h. Temporary fencing and related measures necessary to separate the completed park improvements from the shoreline construction work area

2. **Phase 2 –** The demolition of the existing sheet pile wall and the installation of the new sheet pile wall, along with all associated work and appurtenances, will be performed by others.

3. **Phase 3 –** to include the remaining project elements located seaward of, or otherwise affected by, the line of demarcation established during Phase 1, including:

    a. Completion and continuation of all utilities beyond Phase 1 limits.

4. Completion of the Amphitheatre.

   b. Brick Mound

5. The Bridge Artifacts shade structures.

   c. The Security Building Renovation.

   d. The World Map

   e. The Wind rose

   f. Trellis Swing Shade structure

   g. Lounge Chairs area

   h. Solar Chart Element

   i. Coastal Prairie

   j. Tidal Overlook

   k. Typical Stepping flagstone feature

   l. Completion and continuation of all landscape features and associated site improvements beyond Phase 1 limits

6. Security Building Renovation

   a. Design of a new Security Building to replace the existing facility, which will be removed as part of the adjacent shoreline improvement project and related installation of the new sheet pile system, being designed by others under separate contract.

   b. The new security building facility will include a foundation, structural system, and architectural elements designed to match the existing building footprint, dimensions, and operational functionality.

   c. The architectural design will be coordinated with the Harbor Point development aesthetic and the adjacent shoreline improvements to ensure compatibility with the overall waterfront development.

**A1.03 Bidding or Proposal Negotiating Phase**

*Not included in this Amendment No. 2.*

**A1.04 Construction Phase**

*Not included in this Amendment No. 2.*

## PART 2—SUPPORT SERVICES

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

C. Amendment No. 2 – Additional Support Services for this Contract include:

1. Water Collection and Irrigation System Design:

a. Alternative Water Collection System and Irrigation Design to be split into the Phased 1 & 3 Approach.

## Exhibit B-2

## FEE SCHEDULE

Authority shall pay the Architect/Engineer will perform the Services described in Exhibit A-1 in accordance with the terms and conditions of this Amendment on an hourly fee basis, provided, however, that the total fee for services (including reasonable travel expenses and other expenses) rendered under this Amendment will not exceed **Two Hundred Ninety-eight Thousand Two Hundred Eighty-five Dollars ($298,285)**, without Authority's written approval. Services provided by Architect/Engineer will be billed as specified in **Exhibit B** of the original Contract and **Exhibit B-2** of this Amendment. These fees will cover all of Architect/Engineer's overhead costs, including but not limited to, office rent, long distance telephone charges, postage, payroll, and copying charges.

| DESCRIPTION OF SERVICES | Original Contract Breakdown | Amendment No. 1 Breakdown | Amendment No. 2 Breakdown (current) | Amended Total Contract Breakdown |
|---|---|---|---|---|
| **BASIC SERVICES:** | | | | |
| Preliminary Design Phase | $ 199,718.00 | $ 19,519.50 | $ 0.00 | $ 219,237.50 |
| Final Design Phase | $ 350,665.00 | $ 79,713.65 | $263,755.00 | $ 694,133.65 |
| Bid Phase | $ 26,033.00 | $ 0.00 | $ 0.00 | $ 26,033.00 |
| Construction Phase | $ 132,207.00 | $ 18,534.60 | $ 0.00 | $ 150,741.60 |
| **Subtotal, Basic Services** | **$ 708,623.00** | **$117,767.75** | **$263,755.00** | **$1,090,145.75** |
| **SUPPORT SERVICES:** | | | | |
| Topographic Survey | $ 31,180.00 | $ 4,047.75 | $ 0.00 | $ 35,227.75 |
| SUE QL-B | $ 24,780.00 | $ 0.00 | $ 0.00 | $ 24,780.00 |
| Geotechnical Report | $ 16,741.00 | $ 0.00 | $ 0.00 | $ 16,741.00 |
| Windstorm Inspection and Certification | $ 5,475.00 | $ 2,478.00 | $ 0.00 | $ 7,953.00 |
| Groundwater monitoring | $ 0.00 | $ 15,176.70 | $ 0.00 | $ 15,176.70 |
| Water Collection and Irrigation System Design | $ 0.00 | $ 7,990.00 | $ 34,530.00 | $ 45,520.00 |
| Coordinate with Art Consultant & Other Stakeholders | $ 15,220.00 | $ 0.00 | $ 0.00 | $ 15,220.00 |
| **Subtotal, Support Services** | **$ 93,396.00** | **$ 29,692.45** | **$ 34,530.00** | **$ 157,618.45** |
| **SUMMARY OF FEES:** | | | | |
| Basic Services Fee | $ 708,623.00 | $117,767.75 | $263,755.00 | $1,090,145.75 |
| Support Services Fee | $ 93,396.00 | $ 29,692.45 | $ 34,530.00 | $ 157,618.45 |
| Allowance for additional services *(PCCA's authorization only)* | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| **TOTAL NOT TO EXCEED AMOUNT** | **$ 802,019.00** | **$147,460.20** | **$298,285.00** | **$1,247,764.20** |

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

No later than the tenth ($10^{th}$) of each calendar month, Architect/Engineer shall submit to Authority 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. Authority shall review the invoices and notify Architect/Engineer in writing (including email) within twenty (20) days of any disputed amounts.

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

# Richter PSC Amendment #2 25-037A Harbor Point

Final Audit Report 2026-07-13

| | |
|---|---|
| Created: | 2026-07-10 |
| By: | Susana Garcia-Smythe (Susana@pocca.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA6lcdWjQU-kmL1cCsjzEfHYTAsRCCNNGv |

## "Richter PSC Amendment #2 25-037A Harbor Point" History

Document created by Susana Garcia-Smythe (Susana@pocca.com)
2026-07-10 - 7:49:38 PM GMT- IP address: 64.183.208.115

Document emailed to David Richter (drichter@richterarchitects.com) for signature
2026-07-10 - 8:01:30 PM GMT

Email viewed by David Richter (drichter@richterarchitects.com)
2026-07-13 - 1:55:16 PM GMT- IP address: 104.28.50.171

Document e-signed by David Richter (drichter@richterarchitects.com)
Signature Date: 2026-07-13 - 2:43:10 PM GMT - Time Source: server- IP address: 146.75.165.12 - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.
2026-07-13 - 2:43:10 PM GMT

PORT CORPUS CHRISTI®

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 21, 2026

**DATE:** July 21, 2026

**TO:** Port Commission

**FROM:** Natasha Fudge, P.E.
Director of Engineering Services
Natasha@pocca.com
(361) 885-6686

**ANTICIPATED STAFF PRESENTER:** Leo Veloz, E.I.T.
Associate Project Engineer

**Approve an amendment to Service Order No. 11 with Ardurra Group, Inc., under Master Services Agreement 22-01, in the amount of $95,700 using standard hourly rates with a ceiling price for additional asset management data acquisition services associated with the Oil Dock 7 Maintenance Project.**

**SUMMARY:** Staff are seeking Port Commission approval of an amendment to Service Order No. 11 with Ardurra Group, Inc., under Master Services Agreement 22-01, in the amount of $95,700 using standard hourly rates with a ceiling price for additional asset management data acquisition services associated with the Oil Dock 7 (OD7) Maintenance Project.

**BACKGROUND:** In 2024, 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 asset preservation program. Additionally, in 2025 the organization proposed to develop a comprehensive enterprise asset management system to advance the organization into the digital age by collecting and digitizing data of PCCA assets with the purpose of optimizing asset operational life, implementing preventive and predictive maintenance strategies, providing real time asset operational awareness, and providing readily and easily accessible asset information for faster and more transparent decision-making.

On February 17, 2026, Commission approved Amendment No. 2 with Ardurra Group, Inc. for engineering services for asset preservation and digital asset management for OD7. Engineering services included the study, evaluation, and identification of maintenance repair recommendations and design services to address the selective needed maintenance repairs identified in the Preliminary Design Report; extensive underwater inspections performed by a licensed engineer diver and supporting dive team; structural inspections of dock and associated dock components; engineer sealed findings and

recommendations report; and preliminary and final engineering design of the facility bulkhead wall system, dock platform, barge fender system, breasting structures, mooring structures, and cathodic protection systems. The scope of work also included the development of standardized assessment guidelines, inspection templates, data point naming conventions, and setting up database for inspection/assessment data points with the purpose of establishing a standard and baseline for all future asset management endeavors on PCCA-owned dock facilities and associated upland infrastructure.

The American Society of Civil Engineers (ASCE) provides industry guidance and recommendations for standards of practice in conducting assessment of waterside infrastructure. These standards have been adopted and are used at the PCCA. Ardurra has been assisting in developing guidelines for implementing these standards within the PCCA's digital asset management system. However, the complex nature and variation of landside infrastructure systems have revealed the need to develop guidelines for landside standardized inspection and asset management collection criteria.

The PCCA is leading the industry in this area, as no recognized industry standards currently exist that incorporate dock landside asset inspection guidelines and assessment scoring. As a result, limited information and best practices are available within the industry, requiring the development of a comprehensive framework through this project to additionally support future dock asset preservation efforts. Therefore, staff negotiated an amendment to establish a fully operational and scalable asset management enterprise that can be transferred among docks and adjacent upland areas.

This amendment will focus on the following engineering service tasks:

- Asset Management additional services, including standardizing features and fields configuring, testing, and validating data synchronization across the GIS database, Survey123, and condition assessment databases; developing workflows to enable field staff to update asset records directly from mobile devices; application configuration and troubleshooting, feature setup including QA/QC, and training for PCCA staff ($60,700).

- Inspection of the cathodic protection system of OD7 and recommendations for repairs, as well as additional development of drawings and specifications for the recommended repairs ($35,000).

To complete these additional services, staff negotiated an amendment to the Service Order with Ardurra in an amount not to exceed $95,700. These services will be performed in accordance with applicable PCCA standards and all relevant regulatory requirements.

**ALTERNATIVES:** Defer pursuing a digitized asset management enterprise that will provide predictive repair/maintenance information.

**CONFORMITY TO PORT PROCUREMENT POLICY:** This item complies with PCCA Procurement Policy Section XX. Contract Administration, Subsection B. Goods and Non-Construction Services, Item #2 regarding Amendments and Contract Modifications.

**STRATEGIC ALIGNMENT:** This project is aligned with the mission of the Port. The project conforms to the PCCA's Strategic Plan 2029 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

**EMERGENCY:** No.

**FINANCIAL IMPACT:** This project is included in the 2026 budget with an allocation of $300,000 in 2026 with additional funds proposed in subsequent years for maintenance design and construction efforts associated with OD7. Additionally, the 2026 budget included $250,000 for asset management purposes at dock facilities. With this amendment included, the not-to-exceed Service Order No. 11 amount will become $1,098,637, of which $707,500 can be attributed to on-going engineering services for OD7, including this amendment.

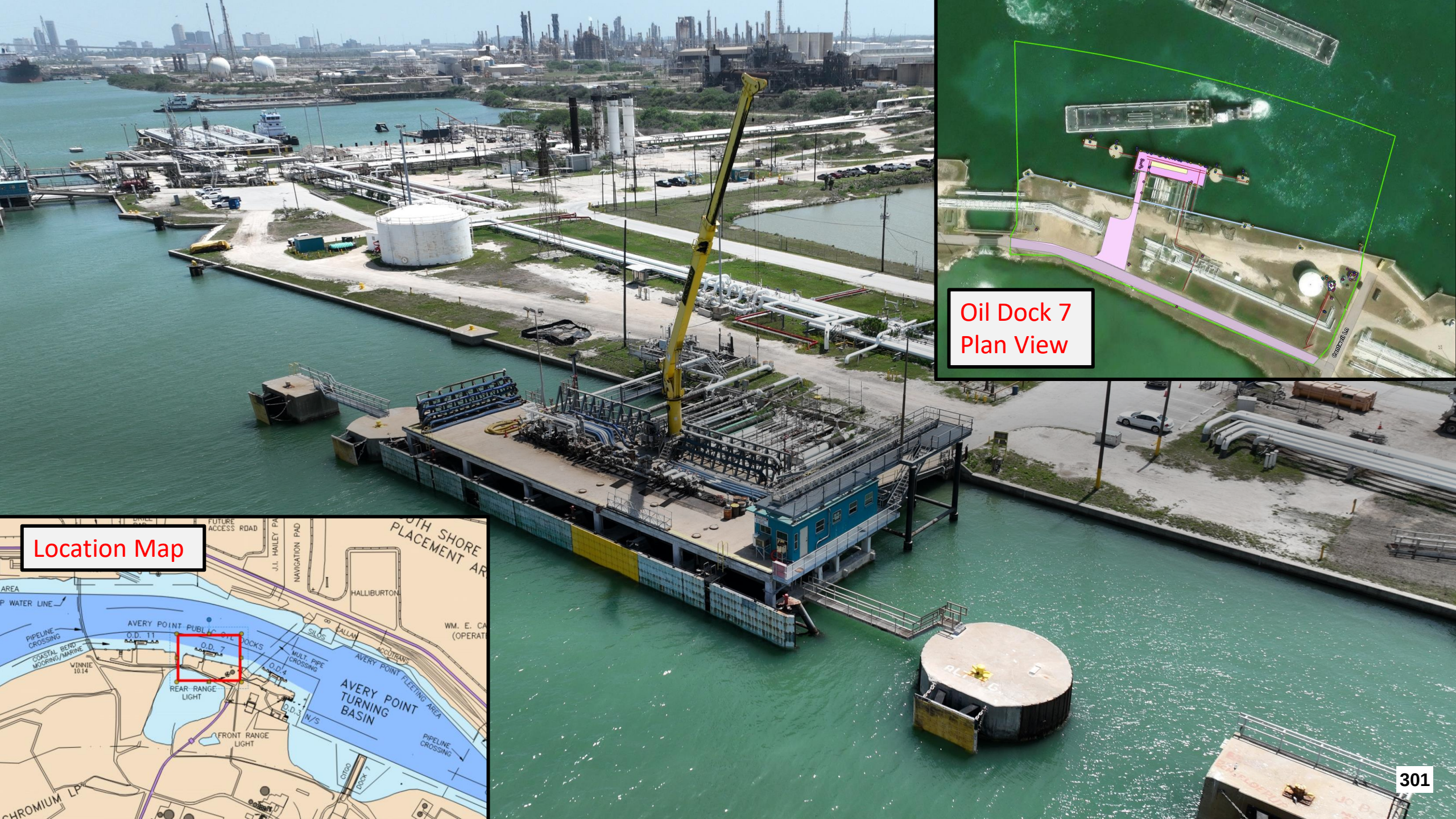
**STAFF RECOMMENDATION:** Staff recommend Commission approval of an amendment to Service Order No. 11 with Ardurra Group, Inc., under Master Services Agreement 22-01, in the amount of $95,700 using standard hourly rates with a ceiling price for additional asset management data acquisition services associated with the Oil Dock 7 Maintenance Project.

**DEPARTMENTAL CLEARANCES:**

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

**LIST OF SUPPORTING DOCUMENTS:**

Exhibit
Service Order Amendment


Oil Dock 7
Plan View
Location Map
AVERY POINT PUBLIC OIL DOCKS
O.D. 11
O.D. 7
O.D. 4
O.D. 3
REAR RANGE LIGHT
FRONT RANGE LIGHT
AVERY POINT TURNING BASIN
AVERY POINT FLEETING AREA
PIPELINE CROSSING
COASTAL BERD MOORING/MARINE
WINNIE 10.14
MULT. PIPE CROSSING
N/S
SILOS
ALLAN
ACCUTRANS
HALLIBURTON
NAVIGATION PAD
J.I. HAILEY PA
FUTURE ACCESS ROAD
PLACEMENT AR
WM. E. CA
(OPERAT
AREA
P WATER LINE
CHROMIUM LP
CITGO
DOCK 7
301

**MASTER SERVICES AGREEMENT NO. 22-01**
**ARDURRA GROUP, INC.**

**SERVICE ORDER NO. 11 - AMENDMENT NO. 3**

## 1. Background Data

**ORIGINAL SERVICE ORDER**
**Commencement Date:** October 15, 2024
**Former PCCA Project Manager (PM):** Jacob Wiginton, P.E.
**Project Name:** Cargo Docks 1 and 2 & Oil Docks 6, 7, 8, and 10 Dock Maintenance
**Project No. 24-019A**

**AMENDMENT NO. 3**
**Commencement Date:** July 22, 2026
**Current PCCA Project Manager (PM):** Leo Veloz, EIT
**Project Names:** Oil Dock 7 Maintenance
**Project No. 24-019C2**

**Current Expiration Date:** August 31, 2027 ***(no change)***

## 2. Description of Modifications

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

The PCCA shall pay Engineer the following additional compensation:

| **AMENDMENT NO. 3 – 24-017C2 Oil Dock 7 Maintenance** | |
|---|---|
| **Description of Services** | **NTE Amount** |
| **BASIC SERVICES:** | **Subtotals** |
| Preliminary Design Phase | $ 35,000.00 |
| Final Design Phase – *Not included in this amendment* | $ 0.00 |
| Solicitation Phase – *Not included in this amendment* | $ 0.00 |
| Construction Phase – *Not included in this amendment* | $ 0.00 |
| **Subtotal, Basic Services** | **$ 35,000.00** |
| **SUPPORT SERVICES:** | |
| Development of Standard Operation Procedures/Guidelines | $ 60,700.00 |
| Water and Landside Dock Inspection Services – *Not included* | $ 0.00 |
| **Subtotal, Support Services** | **$ 60,700.00** |
| **SUMMARY OF FEES:** | |
| Basic Services Fee | **$ 35,000.00** |
| Support Services Fee | **$ 60,700.00** |
| Allowance for Addt'l Services (PCCA auth. only) | **$ 0.00** |
| **TOTAL NOT TO EXCEED (NTE) FEE AMOUNT** | **$ 95,700.00** |

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

---

**PART 1 – BASIC SERVICES**

**A1.01 Preliminary Design Phase**

F. Amendment No. 3 – Provide additional preliminary design phase services as described in A1.01.A-D for the following project elements added to the Oil Dock 7 Maintenance project scope of work, including:

1. Cathodic protection system inspection
2. Recommendations for repairs
3. Drawings and specifications

**A1.02 Final Design Phase**

*Not included in this Service Order Amendment.*

**A1.03 Bidding or Proposal Negotiating Phase**

*Not included in this Service Order Amendment.*

**A1.04 Construction Phase**

*Not included in this Service Order Amendment.*

**PART 2 – SUPPORT SERVICES**

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

**B. Development of Standard Operation Procedures/Guidelines – Asset Management**

1. Amendment No. 3 – Provide the additional services detailed below:

- Review geodatabase schemas for standardization
- Review existing geodatabase structures and schemas
- Standardize feature classes, field naming conventions, data types, and domains to support consistent data collection and reporting across assets
- Geodatabase Enhancements for Additional Data Collection

2. Add new fields and attributes to the geodatabase to accommodate additional condition assessment information identified during project development

    - GIS Data Model and Feature Layer Updates
    - Modify GIS feature layers and geodatabase structures to support condition assessment workflows and integration with Survey123
    - Add new asset features to the GIS database and configure associated attributes and relationships
    - Survey123 and GIS Integration Configuration
    - Configure and test Survey123 integration with GIS feature layers and related tables
    - Develop linked surveys and workflows to enable field staff to collect condition assessment data and update asset records directly from mobile devices
    - Validate data synchronization between Survey123, GIS feature layers, and the condition assessment database
    - Experience Builder Configuration
        - Application configuration, troubleshooting
    - Per Feature Setup
        - Upload and publishing of the feature layer
        - Addition of up to 5 QA/QC attributes
        - Configuration of up to 2 standardized domain fields (up to 6 choices each)
        - Edit form configuration in the web map
        - Symbology configuration
    - Training / Knowledge Transfer
        - Final walkthrough of the application
        - Training session for end users
    - Assumptions & Clarifications
        - Existing feature data will be provided in a usable format for upload
        - No significant revisions to the underlying feature schema beyond the QA/QC

fields noted above

- No reconciliation, cleanup, or restructuring of existing data
- No advanced data migration or geoprocessing is included
- ArcGIS Online licensing is not included
- QA/QC workflow requirements, field names, domains, and expected outputs will be provided by the project team
- Amendment not-to-exceed total assumes standard Experience Builder configuration using maps, tables, and editing tools only
- Amendment not-to-exceed total does not include custom widgets, advanced dashboards, reporting, or automation
- Amendment not-to-exceed total assumes limited revision cycles and does not include major scope changes after configuration begins

---

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

| DESCRIPTION OF SERVICES | Original Service Order Breakdown | Amendment No. 1 Breakdown | Amendment No. 2 Breakdown | Amendment No. 3 Breakdown (current) | Amended Total Service Order Breakdown |
|---|---|---|---|---|---|
| **BASIC SERVICES:** | | | | | |
| Preliminary Design Phase | $ 148,812.00 | $ 0.00 | $ 0.00 | $ 35,000.00 | $ 183,812.00 |
| Final Design Phase – *Not included in this amendment* | $ 0.00 | $ 324,325.00 | $ 280,000.00 | $ 0.00 | $ 604,325.00 |
| Bid / Solicitation Phase – *Not included in this amendment* | $ 0.00 | $ 13,020.00 | $ 0.00 | $ 0.00 | $ 13,020.00 |
| Construction Phase – *Not included in this amendment* | $ 0.00 | $ 21,780.00 | $ 0.00 | $ 0.00 | $ 21,780.00 |
| **Subtotal, Basic Services** | **$ 148,812.00** | **$ 359,125.00** | **$ 280,000.00** | **$ 35,000.00** | **$ 822,937.00** |
| **SUPPORT SERVICES:** | | | | | |
| Development of Standard Operation Procedures/Guidelines | $ 0.00 | $ 0.00 | $ 65,000.00 | $ 60,700.00 | $ 125,700.00 |
| Water and Landside Dock Inspection Services – *Not included* | $ 0.00 | $ 0.00 | $ 150,000.00 | $ 0.00 | $ 150,000.00 |
| **Subtotal, Support Services** | **$ 0.00** | **$ 0.00** | **$ 215,000.00** | **$ 60,700.00** | **$ 275,700.00** |
| **SUMMARY OF FEES:** | | | | | |
| Basic Services Fee | $ 148,812.00 | $ 359,125.00 | $ 280,000.00 | $ 35,000.00 | $ 822,937.00 |
| Support Services Fee | $ 0.00 | $ 0.00 | $ 215,000.00 | $ 60,700.00 | $ 275,700.00 |
| Allowance for Addt'l Services (*PCCA auth. only*) | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 |
| **TOTAL NOT TO EXCEED AMOUNT** | **$ 148,812.00** | **$ 359,125.00** | **$ 495,000.00** | **$ 95,700.00** | **$1,098,637.00** |

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 July 22, 2026.***

| **PORT OF CORPUS CHRISTI AUTHORITY "PCCA":** | | **ARDURRA GROUP, INC. "ENGINEER":** | |
|---|---|---|---|
| **By:** | | **By:** | [signature], PE. |
| **Title:** | **Chief Executive Officer** | **Title:** | Managing Principal |
| **Date:** | | **Date:** | 07/13/2026 |

*This section is for PCCA use only.*

| $95,700 | | | | | | |
|---|---|---|---|---|---|---|
| AS | BA | SM | PD | PR | SC | VE |

# Ardurra SO#11 Amendment#3 24-019C2 OD7 Maintenance

Final Audit Report 2026-07-13

| | |
|---|---|
| Created: | 2026-07-10 |
| By: | Susana Garcia-Smythe (Susana@pocca.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAALj3XW-dOA3n5SO8m7o2g49gWqK7bQLdi |

## "Ardurra SO#11 Amendment#3 24-019C2 OD7 Maintenance" History

Document created by Susana Garcia-Smythe (Susana@pocca.com)
2026-07-10 - 8:39:35 PM GMT- IP address: 64.183.208.115

Document emailed to Eric Trejo (etrejo@ardurra.com) for signature
2026-07-10 - 8:40:29 PM GMT

Email viewed by Eric Trejo (etrejo@ardurra.com)
2026-07-10 - 8:49:36 PM GMT- IP address: 170.75.151.132

Email viewed by Eric Trejo (etrejo@ardurra.com)
2026-07-13 - 1:46:10 PM GMT- IP address: 173.254.221.124

Document e-signed by Eric Trejo (etrejo@ardurra.com)
Signature Date: 2026-07-13 - 1:56:57 PM GMT - Time Source: server- IP address: 170.85.103.115 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-07-13 - 1:56:57 PM GMT

PORT CORPUS CHRISTI®

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 21, 2026

| | |
|---|---|
| **DATE:** | July 21, 2026 |
| **TO:** | Port Commission |
| **FROM:** | Natasha Fudge, P.E.<br>Director of Engineering Services<br>Natasha@pocca.com<br>(361) 885-6686 |
| **ANTICIPATED STAFF PRESENTER:** | Amaya Nunez<br>Associate Project Engineer |

**Award three (3) Indefinite Deliverable/Indefinite Quantity (IDIQ) Contracts associated with demolition and site clearing projects to the following: 1) J.R. Ramon & Sons, Inc.; 2) Camacho Demolition, LLC; and 3) White Star Services, LLC, in a not to exceed net aggregate amount of $900,000 per year, each for a one-year period with the option to extend for up to two additional one-year periods, all based on negotiated unit rates.**

**SUMMARY:** Staff seek Port Commission award of three (3) Indefinite Deliverable/Indefinite Quantity contracts associated with demolition and site clearing projects to the following: 1) J.R. Ramon & Sons, Inc.; 2) Camacho Demolition, LLC; and 3) White Star Services, LLC, in a not to exceed the net aggregate amount of $900,000 per year, each for a one year period with an option to extend for up to two additional one-year periods, all based on negotiated unit rates.

**BACKGROUND:** With the PCCA's ongoing expansion and continued acquisition of property, it is necessary to demolish and remove existing structures and site improvements as each parcel is acquired to prepare the land for future development.

For this project, staff decided to pursue Indefinite Delivery / Indefinite Quantity (IDIQ) Contracts for Property Demolition and Site Clearing Services. An IDIQ contract provides for an indefinite quantity, within stated limits, of recurring services during a fixed period, providing flexibility when exact needs are not known, allowing the PCCA to issue work orders with selected contractors as the need for services arise throughout the term of the contract. Given the PCCA's anticipated need for concurrent demolition activities, staff plans to award IDIQ contracts to three separate contractors to ensure flexibility and timely project delivery. Each contract amount will generally be up to $300,000 with a not to exceed net aggregate amount of $900,00 to allow staff the flexibility to issue work orders as needed based on contractor availability and workload schedule.

In June 2026, PCCA staff solicited this project using a Request for Competitive Sealed Proposals (CSP) procurement method, which is appropriate for specialized project objectives such as with this project. The evaluation criteria in the CSP were structured to evaluate proposers on relevant experience, qualifications, and references; technical approach and project understanding; overall price proposal; and local preference.

The PCCA received nine responses to the CSP. A PCCA committee evaluated the proposals and concluded that J.R. Ramon & Sons, Inc., Camacho Demolition, LLC, and White Star Services, LLC provided the best offers based on criteria established in the CSP.

J.R. Ramon & Sons, Inc. will be a new vendor for the PCCA. Staff has reviewed references from comparable projects and found that they have the capacity and experience to complete the scope of work for this project. J.R. Ramon & Sons, Inc.'s headquarters is based out of San Antonio, and the company has successfully completed various comparable projects, including demolition of structures for Hamlin Middle School, demolition of Old Carrol High School and UTSA Pavilion Demolition.

Camacho Demolition, LLC's headquarters is based out of Corpus Christi, and the company has successfully completed PCCA projects in the past, including Demolition of Cargo Dock 3, 4, and 5, PCCA Property Demolition at Rincon, and Hillcrest Demolition Group 18.

White Star Services, LLC's headquarters is based out of Corpus Christi, and the company has successfully completed PCCA projects in the past, including Hillcrest Demolition Groups 14, 15, 16 and 17.

Price proposals submitted by the firms were evaluated based on hypothetical quantities to compare the proposers' prices. Staff negotiated the final terms and conditions and pricing structures of the IDIQ contracts with each selected contractor. Each IDIQ contract has a one-year term with the option to extend the term for up to two additional one-year periods.

Work orders will be issued on an alternating basis between the three contractors to provide timely response to demolition needs, confirmation of contractor availability, and delivery by reducing reliance on one single contractor.

**ALTERNATIVES:** To not award the recommended contracts and separately solicit related demolition packages as independent bids/quotations, leading to increased contract execution and demolition timelines.

**CONFORMITY TO PORT PROCUREMENT POLICY:** This item is in line with the PCCA's 2026 Procurement Policy Section IX. Methods of Making Formal Procurements, Subsection A. Customary Formal Procurement Methods, Item #2 regarding Competitive Sealed Proposals.

**STRATEGIC ALIGNMENT:** This project is aligned with the mission of the Port. The project conforms to the PCCA's Strategic Plan 2029 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

**FINANCIAL IMPACT:** This project was not individually listed in the budget but is accounted for within the Maintenance Program Budget, and additionally, as this is an IDIQ contract, it can be used to support the budgeted Hillcrest Demolition project, which has $300,000 allocated in this year's budget.

**STAFF RECOMMENDATION:** Staff recommend the Port Commission award three (3) Indefinite Deliverable/Indefinite Quantity contracts associated with demolition and site clearing projects to the following: 1) J.R. Ramon & Sons, Inc.; 2) Camacho Demolition, LLC; and 3) White Star Services, LLC, in a not to exceed net aggregate amount of $900,000 per year, each for a one year period with an option to extend for up to two additional one-year periods, all based on negotiated unit rates. Staff further recommend the Port Commission authorize the Chief Executive Officer to extend each of the IDIQ contracts for up to two additional one-year periods in a not to exceed net aggregate amount of $900,000 per year.

**DEPARTMENTAL CLEARANCES:**

| | |
|---|---|
| Originating Department | Engineering Services |
| Reviewed & Approved | Natasha Fudge |
| | Sonya Lopez-Sosa |
| | Jacob Morales |
| Legal | Standard Indefinite Delivery / Indefinite Quality Contract |
| Executive Staff | Kent Britton |
| | Kyle Hogan |

**LIST OF SUPPORTING DOCUMENTS:**

Proposal Summary

# PROPOSAL SUMMARY (CONFIDENTIAL)

**Companies:** J.R. Ramon & Sons, Inc.
Camacho Demolition, LLC
White Star Services, LLC

**Project #:** 26-061A

**Project Name:** IDIQ for Property Demolition and Site Clearing

**Negotiated Contract Amount:** A one-year contract (with an option to extend for up to two additional one-year periods for a not to exceed net aggregate amount of $900,000 per year).

**Anticipated Schedule:** As-needed; this will be a one-year contract with an option to extend for up to two additional one-year periods.

**Scope:** The scope of work generally consists of the demolition and removal of all above and below grade infrastructure associated with property improvements, site clearing, grading and seeding. Contractors will be responsible for obtaining all required permits and complying with all City and State codes and requirements.

**Background:** Staff issued a Competitive Sealed Proposal (CSP) for the above-mentioned project and received nine (9) proposals. The CSP allowed for award of contracts to multiple contractors.

**RFP Evaluation Criteria:**

| | |
|---|---|
| - Price Proposal: | 30% |
| - Relevant Experience, Qualifications, and References: | 30% |
| - Technical Approach and Project Understanding: | 30% |
| - Local Preference Acknowledgement: | 10% |

**Selection Summary:** Upon review of the nine proposals to ensure compliance with the project requirements, the three top ranked teams were identified. PCCA staff negotiated one-year contracts with each: J.R. Ramon & Sons, Inc. Camacho Demolition, LLC, and White Star Services, LLC. The three contracts total have a Not To Exceed net aggregate amount of $900,000 for the combined service orders issued within the first year of this contract. with an option to extend the contracts for up to two additional one-year periods.

CONFIDENTIAL

CONFIDENTIAL

PORT CORPUS CHRISTI®

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 21, 2026

**DATE:** July 21, 2026

**TO:** Port Commission

**FROM:** Natasha Fudge, P.E.
Director of Engineering Services
Natasha@pocca.com
(361) 885-6686

**ANTICIPATED STAFF PRESENTER:** Leo Veloz, E.I.T.
Associate Project Engineer

**Approve Master Services Agreement No. 26-03 and Service Order No. 1 with Ardurra Group, Inc. in the amount of $391,742 using standard hourly rates with a ceiling price for engineering design services associated with the Oil Dock 10 Maintenance Project.**

**SUMMARY:** Staff are seeking Port Commission approval of Master Services Agreement No. 26-03 and Service Order No. 1 with Ardurra Group, Inc. in the amount of $391,742 using standard hourly rates with a ceiling price for engineering design services associated with the Oil Dock 10 Maintenance Project.

**BACKGROUND:** Constructed in 1962, Oil Dock 10 (OD10) is located approximately eight miles west of the Harbor Bridge in the Viola Turning Basin at the end of the Corpus Christi Ship Channel. The PCCA Engineering Department has 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 asset preservation and improvements program. In November 2025, the Port Commission awarded a construction contract related to the repairs of OD10's four existing breasting structures, as it was determined from staff's annual topside inspections that the breasting structures required attention sooner than the scheduled maintenance project, although OD10 overall assessment and maintenance repairs are earmarked to start in 2026 as part of the long-term dock program. This effort will include comprehensive underwater and top water inspections to assess the condition of the dock facility and assign a condition assessment score, identify repair needs of dock elements, develop engineered repairs to preserve dock elements service life, and collect waterside geographical information to integrate into the PCCA's asset management enterprise system.

Staff solicited a Request for Qualifications for engineering services for various projects in February 2026, including dock maintenance. From the RFQ submissions, a PCCA

evaluation group selected Ardurra Group, Inc. (Ardurra) as the most qualified firm for this project based on evaluation criteria and scoring addressed in the RFQ, which includes qualifications and relevant experience of team personnel, performance and quality of services on prior PCCA projects and/or similar projects, quality assurance and quality control plan, and overall compliance with PCCA guidelines and standards. Ardurra has successfully worked with the PCCA on multiple design and construction projects over the past few years, such as: New Security Command Center, Bulk Dock 1 Restoration, Bulk Dock West Trestle Repairs, Bulk Dock 1 Expansion and Landside Improvements, the Rincon West Laydown Yard, and Oil Dock 7 Maintenance.

The engineering services for this project include preliminary design, final design, bid phase support, and construction phase services, as well as topographic/bathymetric surveying, inspection services of the cathodic protection for the dock facility, and marine site visits for waterside, landside, and underwater inspections. The scope also includes the preparation of detailed construction drawings and technical specifications, as well as the delivery of project data in a GIS format compatible with PCCA's Asset Management system for waterside components only, since landside asset management framework is still under development under a separate contract.

To complete these services, staff negotiated a Service Order with Ardurra Group, Inc. in an amount not to exceed $391,742. These services will be performed in accordance with applicable PCCA standards and all relevant regulatory requirements.

**ALTERNATIVES:** PCCA may elect to terminate negotiations and proceed with the next highest ranked consultant, which would result in an approximate two-month delay to the project.

**CONFORMITY TO PORT PROCUREMENT POLICY:** This item complies with PCCA Procurement Policy Section XV. Professional Services Selection & Authorization, Subsection B. Formal Selection Process.

**STRATEGIC ALIGNMENT:** This project is aligned with the mission of the Port. The project conforms to the PCCA's Strategic Plan 2029 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

**EMERGENCY:** No.

**FINANCIAL IMPACT:** Oil Dock maintenance funds are included in this year's maintenance program budget.

**STAFF RECOMMENDATION:** Staff recommend Commission approval of Master Services Agreement No. 26-03 and Service Order No. 1 with Ardurra Group, Inc. in the amount of $391,742 using standard hourly rates with a ceiling price for engineering design services associated with the Oil Dock 10 Maintenance Project.

**DEPARTMENTAL CLEARANCES:**

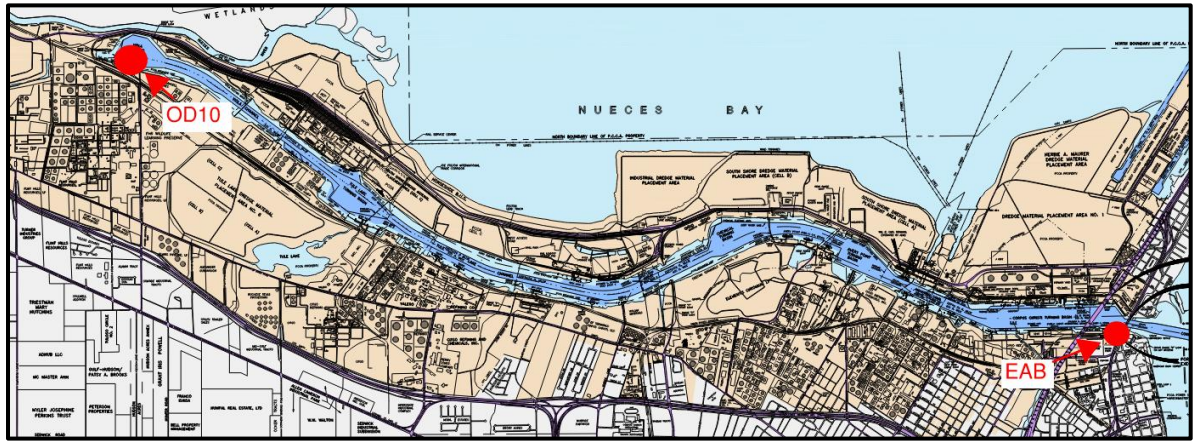
| | |
|---|---|
| Originating Department | Engineering Services |
| Reviewed & Approved | Natasha Fudge |
| | Sonya Lopez-Sosa |
| | Jacob Morales |
| Legal | Standard Service Order Template |
| Executive Staff | Kent Britton |
| | Kyle Hogan |

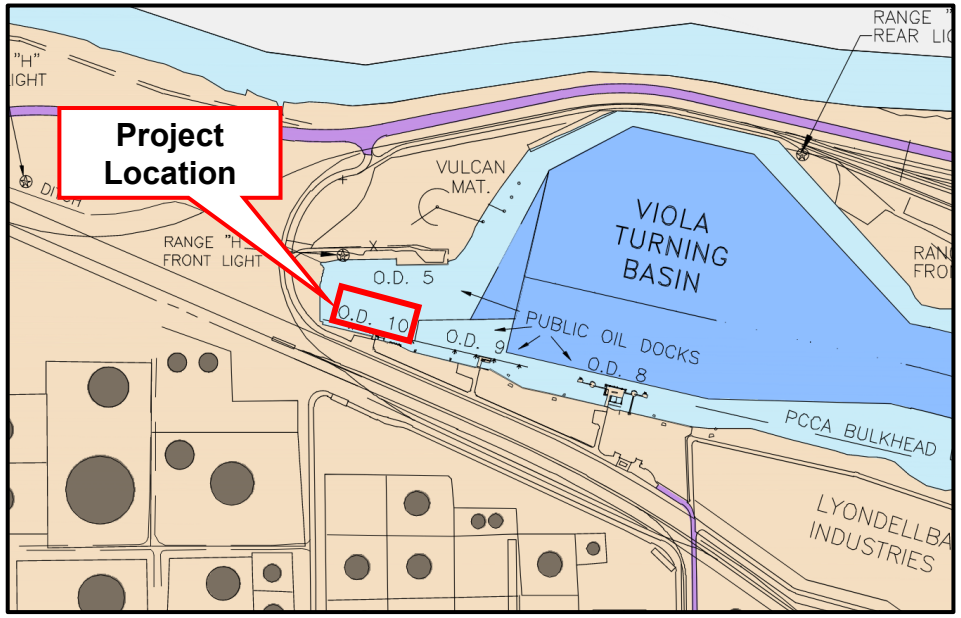
**LIST OF SUPPORTING DOCUMENTS:**

Exhibit
Service Order No. 1
Master Services Agreement No. 26-03

# Oil Dock 10 Maintenance

## Service Order with Ardurra Group, Inc. for Engineering Design Services




## Current Conditions



Corroded bollard



Corroded sheet pile





PORT CORPUS CHRISTI

**SERVICE ORDER FOR ENGINEERING SERVICES**
**PORT OF CORPUS CHRISTI AUTHORITY**
**OF NUECES COUNTY, TEXAS**
**MASTER SERVICES AGREEMENT NO. 26-03**

**PROJECT NAME: Oil Dock 10 Maintenance**
**PROJECT NO. 26-013A**
**SERVICE ORDER NO. 1**
**COMMENCEMENT DATE: July 22, 2026**

This Service Order is executed by and between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and Ardurra Group, 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. 26-03 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 evaluating existing conditions that includes site inspection above and below water, the engineering evaluation of the deficiencies identified, a select level of asset management data gathering and digital delivery, and developing construction contract documents for maintenance repairs at Oil Dock 10. The inspection will be in accordance with American Society of Civil Engineers Manual of Practice (ASCE MOP) 130, "Waterfront Facilities Inspection and Assessment," second edition.

**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.

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

Not applicable.

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

Not applicable.

**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 | - | 7/21/2026 |
| **• ENGINEER – Draft Inspection Report Submittal** | **58** | **9/18/2026** |
| PCCA – Team Review | 21 | 10/9/2026 |
| **• ENGINEER – Final Inspection Report (Sealed)** | **14** | **10/23/2026** |
| **• ENGINEER – 60% Design Submittal** | 47 | 11/25/2026 |
| PCCA – Team Review | **21** | **12/16/2026** |
| **• ENGINEER – 90% Design Submittal** | 58 | 2/12/2027 |
| PCCA – Team Review | **21** | **3/5/2026** |
| **• ENGINEER – Pre-sealed Design Documents Submittal** | 34 | 4/8/2027 |
| PCCA – Team Review | **14** | **4/22/2027** |
| **• ENGINEER – Sealed Documents Submittal** | 7 | 4/29/2027 |

***This Service Order will expire on March 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**

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

**The Ceiling Price for this Service Order is $391,742.**

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

| Description of Service | Amount |
|---|---|
| **BASIC SERVICES:** | |
| Preliminary Design Phase *(A1.01 of Ex. A)* | $ 44,406.00 |
| Final Design Phase *(A1.02 of Ex. A)* | $ 218,862.00 |
| Bidding or Proposal Negotiating Phase *(A1.03 of Ex. A)* | $ 4,014.00 |
| Construction Phase *(A1.04 of Ex. A)* | $ 5,500.00 |
| **Subtotal, Basic Services** | **$ 272,782.00** |
| **SUPPORT SERVICES:** | |
| Inspection Services | $ 17,344.00 |
| Cathodic Protection System Inspection | $ 15,470.00 |
| Underwater Inspection | $ 46,736.00 |
| Geospatial Data | $ 39,410.00 |
| **Subtotal, Support Services** | **$ 118,960.00** |
| **SUMMARY OF FEES:** | |
| Basic Services Fee | **$ 272,782.00** |
| Support Services Fee | **$ 118,960.00** |
| *Allowance for additional services (requires PCCA's written authorization)* | **$ -** |
| **TOTAL NOT TO EXCEED FEE CEILING PRICE** | **$ 391,742.00** |

**C. 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:**

- Simpson Gumpertz & Heger, Inc. – Cathodic Protection
- Indepth Diving – Underwater Inspection
- High Tide Surveying – Bathymetry and GIS

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

Not Applicable.

**8. Insurance Requirements:**

Engineer shall maintain the insurance coverage described in Article 11 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:**

None.

**11. Terms and Conditions**

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

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

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

**PCCA:**

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

By: _____

Name: Kent Britton

Title: Chief Executive Officer

Date Signed: _____

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

**PCCA's Contract Representative:**

Natasha E. Fudge, P.E.

Title: Director of Engineering Services

Phone Number: (361)-885-6686

Email: natasha@pocca.com

**PCCA's Project Manager:**

Leo Veloz, E.I.T.

Title: Associate Project Engineer

Phone Number: (361) 885-5192

Email: lveloz@pocca.com

**Engineer:**

**Ardurra Group, Inc.**

By: Dan Leyendecker (Jul 10, 2026 18:02:15 CDT)

Name: Dan Leyendecker, P.E.

Title: Managing Principal

Date Signed: 07/10/2026

**Address for giving notice:**
801 Navigation Suite 300
Corpus Christi, TX 78408

**Engineer's Contract Representative:**

Eric A. Trejo, P.E.

Title: Managing Principal

Phone Number: (361) 883-1984

Email: etrejo@ardurra.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

---

### PART 1 - BASIC SERVICES

### A1.01 Preliminary Design Phase

A. Engineer shall: Prepare and submit inspection report summarizing the findings of the above/below water inspection of the Oil Dock 10 facility including cathodic protection system and bulkhead system.

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

2. Engineer will proceed with the study and evaluation of: Oil Dock 10. The PCCA will provide a boat and driver for the waterside inspection of the Oil Dock 10 facility.

3. The inspection of the Oil Dock 10 Facility will include the following structures:

   - Bulkhead and Site
   - Dock Platform
   - Berthing Structures 1-4
   - Barge fender and Mooring System

4. Engineer will identify potential solution(s) and then proceed with the study and evaluation of these potential solution(s).

5. 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.

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

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

8. 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.

9. 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

10. 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.

11. 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. The provided model should be fully documented, including descriptions of the load cases, combinations, material properties, and any assumptions made during the design phase. The model 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.

12. 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.

13. Other services include:

    - Underwater inspection performed by Engineer Diver in accordance with ASCE Manual of Practice 130, *Waterfront Facilities Inspection and Assessment* 2nd edition.

    - Cathodic protection system inspection.

14. Prepare Preliminary Design Phase documents consisting of the inspection report detailing the findings of the above/below water inspection. The report will include condition ratings for each structure in accordance with ASCE Manual of Practice 130 Waterfront Facilities Inspection and Assessment. The report will also include a bathymetry report and findings from the cathodic protection evaluation.

15. Prepare a single PDF electronic file of the Preliminary Design Phase documents as described above in a bound Preliminary Design Report (the "***Report***") as requested by PCCA for interim review. Each section of the Report PDF shall be bookmarked. The bound Report will, as appropriate, include a Cover with the PCCA project name and number and the Engineer and Firm identification, a Table of Contents, a brief 1-3 page Executive Summary, the appropriate report narrative with exhibits and photos to clearly indicate the agreed-to scope and objective(s), requirements, considerations involved, and Engineer's recommended solution(s) and alternative(s) when applicable. If available, the sealed topographic survey and geotechnical report and other preliminary phase reports should be included in the Report Appendix. Engineer will provide a preliminary Opinion of Probable Costs (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 a Class 5 OPCC.

16. In accordance with the time allotted in the Contract Schedule, furnish the interim review copy of the bookmarked PDF of the bound Preliminary Design Report along with all other Preliminary Design Phase deliverables to PCCA, and review it with PCCA. 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 shall submit to Engineer any comments regarding the furnished items within the time established in the Contract Schedule.

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

18. In accordance with the time allotted in the Contract Schedule, revise the interim Preliminary Design Report and any other Preliminary Design Phase deliverables in response to PCCA's comments, as appropriate, and furnish one single, bookmarked PDF electronic file of the signed and sealed Preliminary Design Report along with AutoCAD Civil 3D files of the layouts and Survey or other 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. Draft inspection report summarizing the findings of the Oil Dock 10 facility above/below water inspection for PCCA review.

2. Address any PCCA comments and submit final signed and sealed 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 responses to interim review comments and 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 seal final deliverables 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. The following items are based on the 2024 Inspection Report of the Oil Dock 10 facility. Additional items may be discovered during Engineer's inspection phase to be included in the Final Design Phase in accordance with our submitted inspection report.

- Bulkhead and Site:

  - Concrete Cap – Localized corrosion bleeding was found along section of concrete cap near the dock structure.

  - Concrete Retaining Structure – Small section of the concrete cap has concrete bags to form the retaining structure on top with minor vegetation growth present.

  - Sheet Pile

    - The sheet piling at the west end of the Viola Basin beyond the breasting structures of Oil Dock 10 has moderate blistering and major coating loss. UT measurements of this area averaged to be 0.53 inches, while

initial thickness of the installed sheet piling at this location was approximately 0.5 inches.
    - The sheet piling behind the breasting structures has minor blistering near the joints with minor coating loss.

  - Backfill – Localized moderate washouts were observed behind the bulkhead near the joints of the sheet piling at the west end of the Viola Basin.

  - Life Safety – Ladder on bulkhead near the dock structure has a major delamination with major section loss and severe coating loss.

- Dock Platform:

  - Deck

    - Minor cracking observed on the deck structure.

    - Severe spalling was observed at the base of the East and West stairs. Removal of western staircase is recommended as it is already being blocked by additional handrail. Repair of the eastern staircase and landing is recommended.

  - Supporting Structure

    - Minor cracking observed concrete piles and concrete beams.

    - Localized moderate longitudinal cracking observed on one of the concrete beams.

  - Life Safety

    - Western staircase have minor corrosion with minor coating loss.

    - Eastern staircase has severe corrosion with severe section loss at the bottom step with moderate coating loss.

- Berthing Structures 1 – 4

  - Underwater inspection of piles and cathodic system.

- Barge Fender and Mooring System

  - Fender System

    - Fenders have minor abrasion damage.

- Hardware on lower elements has minor corrosion with delamination starting at the edges.

- Mooring System

  - Mooring Hardware has minor coating loss and corrosion present on Double Bitt Bollards 1 and 2. No grout pad is present under Bollards 1 and 2.

  - Minor concrete cracking present near the mooring bollards.

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). Deliverables are to be provided in a concise format. Engineer is to avoid the use of excessively long folder and file names, and limit unnecessary sub-folders. File compression is acceptable and shall be limited to one .ZIP file containing all applicable project files. 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. When Geospatial Data is included in Part 2 - Support Services, the CAD files are to be supplemented by a GeoDatabase in ESRI, ArcGIS Pro version as described

in Part 2.

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. Deliverables for the 60% Design Submittal include:

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

    b. Completed and signed Consultant Design Submittal Summary Form.

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

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

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

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

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

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. Deliverables for the 90% Design Submittal include:

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

b. Completed and signed Consultant Design Submittal Summary Form.

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

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

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

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

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

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

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

12. In accordance with the Contract Schedule, furnish PCCA PM with a prefinal PDF version of the complete but unsealed 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 PM. 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 complete but unsealed documents. **All questions and exceptions must be resolved with the PM prior to providing the unsealed prefinal documents. The unsealed prefinal documents shall be essentially complete with the exception of the final seal**.

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 generally reviewed and deemed 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 final sealed documents include:

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

    b. Completed and signed Consultant Design Submittal Summary form.

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

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

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

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

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

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

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

B. Engineer shall conduct an internal quality control review of all Final Design Phase

deliverables for reasonable accuracy, completeness, clarity, and constructability **prior** to submitting documents to PCCA. 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, 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**

D. Upon request by PCCA, Engineer shall provide up to 15 engineering service hours plus related technical and administrative staff hours toward the following Bidding or Proposal Negotiating Phase services. The service hours in A1.03A are not to be invoiced except for services which are specifically requested, and are separate from the services required for Conformed Documents described below in Item A1.03B. 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.

E. Within seven calendar days after the award of the Construction Contract, 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). If alternates are included in the drawings, the awarded and excluded alternates should be identified in the Conformed Drawings. The addenda issued information shall remain intact (i.e., do not otherwise modify the addenda drawings). The Conformed Drawings shall not be otherwise altered from the bid and addenda issues.

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

**A1.04 Construction Phase**

B. 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 plus related technical and administrative staff hours toward the following Construction Phase services. The service hours in A1.04A are not to be invoiced except for services which are specifically requested, and are separate from the services required for Record Drawings described below in Item A1.04B. 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 to the Master Services Agreement as **Exhibit E** ("**Notice of Acceptability of Work**") that the Work is acceptable.

19. Engineer to provide a sign and sealed letter verifying all recommended repairs were performed and providing a new condition rating for the Oil Dock 10 facility.

C. 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. show both the as built and the original design details;

5. be identified as a Record Drawing by a prominent note on each sheet;

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

7. 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.

D. When Geospatial Data services are included in Part 2 - Support Services, attributes of the Record Drawings shall also be supplied as a GeoDatabase in ESRI, ArcGIS Pro version as described in Part 2.

## PART 2 – SUPPORT SERVICES

### A2.01 Support Services For this Contract Include:

A. **Inspection Report**: Engineer shall:

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

2. Engineer will proceed with the study and evaluation of current dock infrastructure and PCCA provided available data regarding Oil Dock 10.

3. Visit the site to review existing conditions and facilities, and to take photos of existing conditions.

4. Perform a topside visual inspection of the above water structural components. The visual inspection will document the conditions visible from the areas with pedestrian access and the under-deck will be inspected from a small boat. The Engineer will document the location of damaged areas, corrosion, and/or safety related concerns. Inspection should include all PCCA owned assets.

5. Subcontract with a third-party diving contractor and coordinate with the PCCA in scheduling Ardurra's third-party diving contractor to perform a below water inspection of the dock components including structural support and breasting structures.

6. Inspections will generally follow the ASCE Manuals and Reports on Engineering Practice No. 130: Waterfront Facilities Inspection and Assessment, second edition with regard to levels and frequency of inspection and condition rating reporting. This guide discusses different modes of failure typically observed at marine facilities as well as practical maintenance methods and remediation activities. The following inspections are specific deviations, additions, or clarifications from the standard as requested by the PCCA to be performed:

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

8. The Inspection team shall be led and be under the direct on-site supervision of a Registered Professional Engineer licensed to practice in the State of Texas. Furthermore, licensed engineer will personally conduct a minimum of 35 percent of the diving inspection work at each facility.

9. Level I inspections to be performed on 100 percent of the underwater piles, and will include a visual and tactile inspection from the mud line to the high water line. The inspection of the piles must also extend above the water line to the cap, where accessible from a boat, and include the pier caps, walls, beams and deck soffits to the extent practicable.

10. Level II inspection will be conducted on 20 percent of the piles for each dock structure. Level II inspections will involve removal of approximately 12" wide band of marine growth from around the pile at top, mid and bottom elevations. Approximately 30 percent of the Level II inspections will be conducted on piles along the face of the dock. The remaining 70 percent will be a randomly selected locations throughout the entire structure.

    a. Level III inspection will be conducted on 10 percent of the piles for each structure. Level III inspections will include steel ultrasonic thickness measurements and/or timber coring, if applicable.

11. A visual evaluation of any existing barrier wraps or cathodic protection systems will also be performed. This evaluation will include inspection of sacrificial anodes, where applicable, and measurements on a representative sample (20 percent) of sacrificial anodes to obtain loss comparisons to the original anode size.

12. Any damage, deterioration or condition identified that could adversely impact the integrity and serviceability of a structure will be reported to the PCCA Project Manager verbally or by e-mail immediately upon discovery.

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

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

14. Destructive Testing may include timber cores on any timber piles located on docks within the project scope, with prior approval from the PCCA.

15. The above water inspection includes the under-deck. The above-deck portions are not included in the scope. The under-deck will be inspected from a small boat. Engineers will note all visible defects and record same along with a proposed method of repair. Any damage, deterioration or condition identified that could

adversely impact the integrity and serviceability of a structure will be reported to the PCCA Project Manager verbally or by e-mail immediately upon discovery. Barge fendering systems with limited access will be visually inspected.

16. All the observed deficiencies will be noted and tabulated on record drawings and in easy to follow an Excel database by pile row, column, elevation, and/or station. Photo documentation shall be obtained for typical condition, typical defects, and any gross defects where significant.

17. Ardurra will witness and monitor the below water inspection of the marine structures performed by Ardurra's third-party diving contractor professional engineer. The diving contractor will be responsible for providing their own report written by the diving contractor's professional engineer to document the below water findings, but Ardurra will also take notes and will include summary information from the diver's report in the observations and recommendations section of the overall condition report document.

18. Perform a mid-level visual inspection of the above water structural components from a boat. The visual inspection will document the condition of structural members visible beneath the deck, such as the under deck framing and exposed piling down to the water surface. The structures will be assessed on the diver's vessel and will be limited to what is visible from the vessel at the water level on the day of the scheduled activities. This scope item will be performed during the same field efforts outlined above in Item 5.

19. Prepare a DRAFT inspection report summarizing observations from the inspection along with general recommendations for maintenance, repair, or replacement. The report will include photographs and sketches as required. The below water report provided by the diving contractor would be included in Ardurra's inspection report as an appendix. The DRAFT inspection Report is provided to the PCCA for review and comments prior to finalizing the report.

20. Upon receipt of PCCA comments on the DRAFT inspection report, Ardurra will address comments and finalize the report in which should be signed and sealed by a Texas licensed Professional Engineer.

21. Participate in a meeting (or teleconference) with the PCCA to review and discuss all documents submitted and required for completion per the contract, respond to any questions, and discuss a path forward with the recommended repairs. The Engineer will assume the PCCA will identify the required repairs that the Engineer will include in a repair package for the following phase(s).

22. Engineer shall conduct an internal quality control review of all 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.

23. Engineer's services will be considered complete on the date when the Engineer has delivered to PCCA the revised signed and sealed deliverables along with written confirmation that PCCA's comments and questions from the interim review have been addressed or resolved within the sealed Reports.

24. Engineer assumes and the basis of the Service Order the following:

25. Oil Dock 10 will be available and accessible to the Engineer and the third-party diving contractor. The field efforts will be coordinated with the PCCA around their marine traffic to minimize the number of days and mobilizations required to complete the work.

    a. There will be one field day to perform the topside above water inspection based on our knowledge of the facility.

26. There will be up to six field days onsite for the third-party diving contractor and representative of Ardurra to perform the below water inspection.

27. The inspection report will note observed conditions and provide general recommendations for repair, but will not include design details of recommended repairs.

28. The names, length and width of vessels that historically arrive at the dock is information readily available and will be provided by the PCCA upon request.

29. 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.

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

31. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.

32. 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 the assessment

and recommendations. If applicable, assist PCCA in obtaining such reports, data, information, or services. Include the scope recommendations as appropriate for additional:

a. Geotechnical investigations

b. Topographical surveys

c. Utility mapping

33. 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.

34. On projects that include structural engineering design the Consultant shall submit the structural analysis model used for project calculations. The model, created in RISA-3D, STAAD.Pro, SAP 2000, or another approved software, must include all applied loads, boundary conditions, and relevant parameters integral to achieving the structural design. The provided model should be fully documented, including descriptions of the load cases, combinations, material properties, and any assumptions made. The model 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.

35. 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.

36. Prepare Inspection Report documents consisting of the inspection criteria, general basis and methodology of inspection, applicable calculations, site layout of existing elements, photographs (with a photo key map), completed PCCA provided Inspection Forms, evaluations of potential alternatives and options, and engineer's recommendations. The documents should also include such things as a location map, conceptual typical sections of significant features (when applicable), 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 recommendations should convey a representation of the condition of existing features as needed to provide the PCCA with the basis for the future repairs, maintenance, replacement and/or new construction.

37. In preparing the Inspection Report 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.

38. Prepare a single PDF electronic file of the Inspection documents as described above in a bound Inspection 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 1-2 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. For each recommended solution or alternative option, 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 Class 5 OPCC.

39. In accordance with the time allotted in the Contract Schedule, furnish the interim review copy of the bookmarked PDF of the bound Report along with all other required deliverables to PCCA, and review it with PCCA. The interim Report for PCCA review shall contain information that is reasonably complete, viable, clearly presented, and accurate enough to provide a basis for the PCCA to make informed decisions on the applicable scope and potential options 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.

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

41. In accordance with the time allotted in the Contract Schedule, revise the interim Report and any other required deliverables in response to PCCA's comments, as appropriate, and furnish one single, bookmarked PDF electronic file of the signed and sealed Report and any other required 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 Report.

42. Engineer shall conduct an internal quality control review of all 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.

43. Deliverables include:

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

44. Inspection Report (interim review and final sealed versions) as described above with exhibits and 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. Refer to Basic Services – Preliminary Design Phase.

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

    b. PCCA Environmental Checklist provided by the PCCA.

45. Provide written responses to interim review comments with the final sealed Inspection Report. Include the written responses in the sealed Report. Confirm any questions or exceptions to the review comments with the PM prior to sealing the Report.

46. Engineer's services will be considered complete on the date when Engineer has delivered to PCCA the revised signed and sealed Report and all other required deliverables along with written responses to interim review comments and written confirmation that PCCA's comments and questions from the interim review have been addressed or resolved within the sealed Report.

B. **Cathodic Protection System Inspection:**

1. This evaluation will include inspection of sacrificial anodes, where applicable, and measurements on a representative sample (20 percent) of sacrificial anodes to obtain loss comparisons to the original anode size.

2. Any damage, deterioration or condition identified that could adversely impact the integrity and serviceability of a structure will be reported to the PCCA Project Manager verbally or by e-mail immediately upon discovery.

C. **Underwater Inspection:**

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

2. The Inspection team shall be led and be under the direct on-site supervision of a Registered Professional Engineer licensed to practice in the State of Texas. Furthermore, licensed engineer will personally conduct a minimum of 35 percent of the diving inspection work at each facility.

3. Level I inspections to be performed on 100 percent of the underwater piles, and will include a visual and tactile inspection from the mud line to the high water line. The inspection of the piles must also extend above the water line to the cap, where accessible from a boat, and include the pier caps, walls, beams and deck soffits to the extent practicable.

4. Level II inspection will be conducted on 20 percent of the piles for each dock structure. Level II inspections will involve removal of approximately 12" wide band of marine growth from around the pile at top, mid and bottom elevations. Approximately 30 percent of the Level II inspections will be conducted on piles along the face of the dock. The remaining 70 percent will be a randomly selected locations throughout the entire structure.

    a. Level III inspection will be conducted on 10 percent of the piles for each structure. Level III inspections will include steel ultrasonic thickness measurements and/or timber coring, if applicable.

D. **Geospatial Data:** Drawings are to include Geospatial Data for the PCCA's database. Data will adhere to ISO19115-1:2014 metadata style, and all required metadata will be completed per Section 3.1 of the PCCA Metadata Standard. Naming of assets will be completed per Section 5.2 of the PCCA Asset Naming Convention. When applicable, copies of both documents will be provided to the Consultant at the beginning of the Project. The Geospatial Data shall be supplied as a GeoDatabase in ESRI, ArcGIS Pro version 3.5 or higher. This data is to be gathered for the waterfront facility only which does not include land side assets.

1. Metadata will include, but is not limited to the following:

    a. Coordinate Reference System (CRS)
    b. Projected Coordinate System (PCS)
    c. Vertical datum
    d. Data collected
    e. Description of the data collected and its general environment
    f. Instrumentation used for data collection (if applicable)
    g. Level of accuracy of instrumentation used for data collection (if applicable)

2. The following file types and formats are required:

    a. ArcGIS file geodatabase (*.gdb) – ArcGIS file database will include corresponding metadata and attribute information for the Project as a whole and EACH subsequent file geodatabase (ex. feature class, table, raster) populated within the geodatabase based on the various data collected.

    b. ArcGIS Pro 3.2 (or later) project file (*.aprx) – This file must also follow metadata standards as defined by this document and contain final maps and layout files along with any subsequent data collected, purchased, or used for this Project.

3. Field collected data: Comma Separated Value file(s) (*.csv) – csv data must be in a finalized and usable condition, requiring no additional data augmentation, manipulation, or translation.

4. Data file transfer: Prior to transferring data, coordinate electronic file transfer logistics with the PCCA.

5. Provide an Attribute Table with the following Asset Management data:

    a. Asset Type
    b. Asset Name
    c. Dates
    d. Costs
    e. Inspection Condition Score
    f. Age
    g. Warranty
    h. Serial Number
    i. Images
    j. Instrument Used (if applicable)

# Ardurra Group MSA 26-03 AND Service Order 1 for 26-013A OD10 Maintenance

Final Audit Report 2026-07-10

| | |
|---|---|
| Created: | 2026-07-10 |
| By: | Susana Garcia-Smythe (Susana@pocca.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAEMQu0gBpozCcyLbpqEvpJQFUGdDkwL0Q |

## "Ardurra Group MSA 26-03 AND Service Order 1 for 26-013A O D10 Maintenance" History

Document created by Susana Garcia-Smythe (Susana@pocca.com)
2026-07-10 - 9:00:37 PM GMT- IP address: 64.183.208.115

Document emailed to dleyendecker@ardurra.com for signature
2026-07-10 - 9:02:21 PM GMT

Email viewed by dleyendecker@ardurra.com
2026-07-10 - 11:00:50 PM GMT- IP address: 146.75.164.1

Signer dleyendecker@ardurra.com entered name at signing as Dan Leyendecker
2026-07-10 - 11:02:13 PM GMT- IP address: 146.75.164.0

Document e-signed by Dan Leyendecker (dleyendecker@ardurra.com)
Signature Date: 2026-07-10 - 11:02:15 PM GMT - Time Source: server- IP address: 146.75.164.0 - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.
2026-07-10 - 11:02:15 PM GMT

PORT CORPUS CHRISTI®

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 21, 2026

**DATE:** July 21, 2026

**TO:** Port Commission

**FROM:** Sam Esquivel
Director of Real Estate Services
Sam@pocca.com
361 885-6140

**ANTICIPATED STAFF PRESENTER:** **Sam Esquivel**

**Approve the renewal of a non-exclusive Pipeline Easement Agreement with NuStar Logistics, L.P., for an existing 8-inch gas pipeline that crosses Sigmor Road connecting two Sunoco, LP Corpus Christi North Beach Terminal facilities.**

## SUMMARY:

Staff request Port Commission approval a non-exclusive Pipeline Easement Agreement with NuStar Logistics, L.P., for an existing 8-inch gas pipeline that crosses Sigmor Road connecting two Sunoco, LP Corpus Christi North Beach Terminal facilities as depicted in the attached memo exhibit. The 8-inch pipeline crossing is 60 ft. in length and will be utilized to transport oil and gas between the Sunoco, LP Corpus Christi North Beach Terminals facilities. The easement term is 30-years, expiring in 2056 and the fee will be adjusted on the 10th and 20th year anniversary of the pipeline easement.

## BACKGROUND:

In June 1996, PCCA granted a 30-year easement to Diamond Shamrock Refining Company. Subsequently, in November 2002, the easement was assigned to Valero Pipeline Company (Valero). Later, in April 2007, Valero changed its name to NuStar Logistics, L.P., the current operator of the pipeline.

## ALTERNATIVES:

Do not approve the Pipeline Easement Agreement and NuStar will be required to remove the existing pipeline and identify an alternative route to maintain operations between the two terminals.

**CONFORMITY TO PORT PROCUREMENT POLICY:**

The Procurement Policy does not apply to this agenda item.

**STRATEGIC ALIGNMENT:**

This Pipeline Easement Agreement is consistent with the PCCA Strategic Plan 2029: Strategic Goal #3 – Provide facilities and services to meet customer needs.

**FINANCIAL IMPACT:**

The fee for the first 10-year period is $1,800 and may be paid up front. The pipeline fee will be adjusted on the 10th and 20th year anniversary of the pipeline easement.

**STAFF RECOMMENDATION:**

Staff recommend renewal of the Pipeline Easement agreement with NuStar Logistics, L.P.

**DEPARTMENTAL CLEARANCES:**

| | |
|---|---|
| Originating Department | Real Estate |
| Reviewed & Approved | Sam Esquivel |
| Legal | Bruce S. Hawn |
| Executive Staff | Yudi Takizawa |

**LIST OF SUPPORTING DOCUMENTS:**

Memo Exhibit
Pipeline Easement Agreement

**Approve the renewal of a non-exclusive Pipeline Easement Agreement with NuStar Logistics, L.P., for an existing 8-inch gas pipeline that crosses Sigmor Road connecting two Sunoco, LP Corpus Christi North Beach Terminal facilities.**



# PIPELINE EASEMENT

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

Port of Corpus Christi Authority of Nueces County, Texas, acting herein by and through its Port Commissioners hereunto duly authorized (hereinafter called "Authority") and pursuant to Chapter 62 of the Texas Water Code, for good and valuable consideration as described below, and including the covenants and conditions herein made and provided to be kept and performed by Grantee, has **GRANTED AND CONVEYED** and by these presents does **GRANT AND CONVEY** to **NUSTAR LOGISTICS, L.P.,** a Delaware limited partnership, whose principal address is 19003 IH-10 West San Antonio, Texas 78257, (hereinafter called "Grantee"), a non-exclusive right-of-way and easement (the "Easement") on and through the Authority's land located in Nueces County, Texas, for the purpose of operating, maintaining, repairing, replacing and removing: (a) one eighth inch (8") pipeline (the "Pipeline") for the transportation of oil and gas (the "Authorized Pipeline Products"), upon, over and across the Easement hereby granted. No above ground or below ground appurtenances are allowed except pipeline markers (the "Pipeline Appurtenances"). The Pipeline and the Pipeline Appurtenances shall hereinafter be collectively referred to as the "Pipeline Facilities"). The Easement right-of-way hereby conveyed for the Pipeline is limited to the exterior dimensions of the Pipeline, the center line of which is more particularly described in Exhibit "A" attached hereto.

**TO HAVE AND TO HOLD** unto Grantee, its successors and assigns, the rights and privileges hereby conveyed for Thirty (30) years beginning on the 17th day of February, 2026, and ending at midnight on the 16th day of February, 2056, subject to the exceptions and reservations herein set forth, and upon the following covenants and conditions which are a part of the consideration for this grant, which covenants and conditions are and shall be construed as covenants running with the land, and which covenants and conditions by its acceptance hereof Grantee covenants and agrees to keep and perform.

This Easement is granted subject to the following:

1. Pipeline Fees. For the first ten (10) years of the term of this Agreement, Grantee will pay to the Authority a pipeline easement fee in the amount One Thousand, Eight Hundred and No/100 Dollars ($1,800.00) payable in advance and being due upon execution of this Agreement.

Grantee shall pay an additional pipeline easement fee at the beginning of each succeeding ten (10) year period during the Term of this Agreement, which fee shall be the greater of (i) the fee for each pipeline and each fiber optic cable set by the Authority and in effect at the time of each ten year anniversary of this Agreement or (ii) an amount equal to the pipeline easement fee paid for the preceding ten year term of this Agreement multiplied by the increase in the Producers Price index for Ports and Harbors Published by the United States Department of Labor compounded annually for each year of the preceding ten year term. Grantee shall pay the fee for each successive ten (10) year period in advance with such fees being due on or before the tenth and twentieth anniversary dates of

this Agreement, as the case may be. Notwithstanding the foregoing, in no event, will the pipeline easement

fees charged for each subsequent ten-year period be less than the pipeline easement fee paid for the immediately preceding ten-year period.

For purposes of the above calculations, the fee for each fiber optic line authorized by this Agreement, if any, will be calculated in the same manner as a pipeline having the same outside diameter of each fiber optic line or if laid in conduit for a pipeline with the same outside diameter as the conduit used for each fiber optic line.

The consideration initially paid by Grantee upon execution and delivery of this Easement is solely for the grant of the Easement.

2. Damages: With respect to all damages, Grantee shall pay to Authority or to Authority's tenants, from time to time, all damages to the real or personal property of Authority or Authority's Tenants caused by Grantee or its employees, agents or contractors, including but not limited to damages to: cropland if fertilized prior to planting, planted or growing or un-harvested crops, terraces, dikes, reservoirs, water wells, grass, fences, trees, livestock, roads, railroads, docks, mooring structures, pipelines, equipment, and improvements, inside or outside the Easement now in existence or hereafter constructed, including, but not limited to, damages arising inside or outside the Easement as a result of crowning the Easement or the rising or sinking of the soil within the Easement, and for damage to Authority's tenants, caused by the construction, operation, repair, maintenance of the Pipeline or any other operations of Grantee hereunder, provided, however, Grantee has the right from time to time to cut and remove all trees and undergrowth that in Grantee's judgment may injure, endanger, or interfere with the exercise of Grantee's rights and privileges granted herein only within the Easement premises.

3. Access and Post Construction Workspace. Grantee shall be permitted to have ingress and egress to and from the Easement for the operation, maintenance, inspection, repair, removal or replacement of the Pipeline Facilities over a route or routes, across Authority's adjacent lands, if any, designated in advance by Authority. Grantee, during any period of maintenance, inspection, repair, removal or replacement of the Pipeline Facilities, shall be permitted to use a reasonable amount of Authority's adjoining property, as designated in advance by Authority, to the extent reasonably available, as determined by Authority in its sole and absolute discretion, and only for so long as reasonably necessary for such maintenance, inspection, repair, removal or replacement of the Pipeline Facilities ("Post Construction Workspace"). Notwithstanding the forgoing, Authority shall have no obligation to preserve the availability of any of Authority's adjacent lands for Grantee's use as Post Construction Workspace. Except in the case of an emergency, Grantee agrees to notify the Authority not less than seventy-two (72) hours prior to Grantee's employees, agents or contractors entering upon the Easement for construction, maintenance, repairs or other operations. In the case of an emergency necessitating entry upon the Easement by Grantee, its employees, agents or contractors may enter the Easement without first giving at least seventy-two (72) hours prior notice to Authority, provided that Grantee agrees to notify the Authority of the nature and extent of any such emergency within twenty-four (24) hours after any such entry.

4. Construction, Maintenance and Use.

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

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

Grantee shall use all commercially reasonable efforts to minimize the Easement and Post Construction Workspace utilized to perform Post Construction operations, and Grantee agrees to restore the affected Easement and Post Construction Workspace, and any adjoining property, to the same condition as existed prior to such operations. Grantee will consult with Authority regarding Grantee's planned operations prior to commencing such work requiring excavation. Grantee agrees to immediately notify Authority's Director of Engineering of any damages to any property, real or personal, occurring outside the boundaries of the Easement, to any Post Construction Workspace, or to any road, railroad, or other improvement inside or outside of the Easement caused by Grantee's operations. All backfill placed in the Easement must be compacted so as to prevent settlement or erosion. Grantee shall maintain the Pipeline and all underground Pipeline Appurtenances at the depth set forth in the plans for the original construction of the Pipeline. Grantee agrees to bore under all navigable channels and rail crossings to a depth set by Authority's Director of Engineering Services. In refilling any hole or ditch, Grantee must compact the subsoil to ninety-five percent (95%) of original compaction. After any construction, repair or removal, Grantee shall compact, loosen, or otherwise condition the topsoil to the degree of compaction of non-disturbed topsoil so that there will be no settling or compaction of soil and so that the land disturbed will be the same level as the surrounding lands which will maintain drainage previous to such work and prevent erosion.

In the event of any excavation within the Easement, including but not limited to excavation of any pipeline trench or in the event of removal of the Pipeline Facilities herein contemplated, the top eighteen (18") inches of topsoil (should eighteen inches of top soil exist), or the full depth of any such top soil, whichever is less, will be removed and stored separately from the subsoil. As the

Pipeline trench is backfilled, the subsoil will be replaced over the pipe and pipe bedding and all topsoil will be placed on top of the subsoil, commonly referred to as the double-ditch method. Grantee shall promptly back-fill all excavations in this manner and agrees to promptly remove all excess subsoil from the Post Construction Workspace.

In no event during the term of this Pipeline Easement Agreement shall Grantee, or its permitted successors or assigns, have the right to dispose of any water generated or produced in connection with hydrostatic testing of the Pipeline Facilities upon or across any portion of the Easement, Post Construction Workspace, Grantor's lands or adjacent waters without all necessary permits therefore and the express written consent of Authority's Director of Environmental Planning and Compliance.

Grantee agrees to contact and notify Authority, by contacting and informing Authority's Manager of Rail Operations, in writing at P.O. Box 1541, Corpus Christi, Texas 78403, at least ten (10) days in advance of Grantee's intent to conduct any Pipeline Easement related construction, operation, or maintenance activities within one hundred feet (100') of any railroad.

Grantee will restore the Easement and any Post Construction Workspace disturbed by Grantee's operations to pre-project elevations and contours, and paving. Grantee shall restore all paving, and other improvements and, if requested by Authority, will seed and/or vegetate the unpaved areas of the Easement and Post Construction Workspace to promote restoration of the pre-project percent vegetative coverage using perennial grass seed or transplant material as per the seasonal recommendations of the Nueces County Agriculture Extension Service, or with either Common Bermuda grass or other locally adapted perennial grass (if Authority so elects).

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

If, it is determined contamination is coming from the Pipeline Facilities, then Grantee will immediately take all steps necessary to shut down the Pipeline Facilities in the Easement from which the contamination is coming, repair or replace the Pipeline Facilities, and restore the Easement and Authority's adjacent lands to the condition they were in prior to the discovery of the contamination. If the contamination is not coming from a pipeline or pipelines in the Easement or adjacent thereto, then Grantee and Authority shall cooperate to determine the source of the contamination and advise the appropriate State and Federal agencies of the occurrence.

Grantee's use of the Easement and Post Construction Workspace herein granted and its operations in relation thereto will at all times comply with all applicable laws, statutes, rules and regulations of federal, state and local government. Grantee's use of the Easement and Post Construction Workspace may not unreasonably interfere with existing easement rights of any owner of an easement in, on, over, under or across any lands owned by the Authority and which are crossed or are overlapped in whole or in part by the Easement. Grantee agrees to obtain all applicable environmental permits necessary to conduct the work, and provide a copy of said permits to Authority. Grantee agrees to maintain the Pipeline Facilities in accordance with existing permits or

permit applications related to the easement and in accordance with all applicable state and federal environmental rules and regulations.

Prior to commencement of major repair to, or replacement of any portion of the Pipeline Facilities, Grantee will furnish Authority with a detailed set of plans for the construction of the Pipeline Facilities (the "Plans") for the Authority's approval, which approval shall not be unreasonably withheld. The Plans must be prepared in a standard engineering format and must be signed and sealed by a Professional Engineer registered in the State of Texas. The Plans for any Pipeline Facilities shall show the pipe grade, wall thickness and coating of the pipe to be constructed and shall depict the location and the depth at which such Pipeline Facilities will be installed within the Pipeline Easement. The Plans shall also depict all surface sites and any surface features, including but not limited to, drainage ditches, culverts, roads, fixtures, appurtenances, pipelines or containment levees in the vicinity of the Pipeline Easement that may be affected by the construction activity during installation or maintenance of the Pipeline Facilities. The Plans shall be submitted to Authority's Director of Engineering, who may require reasonable modifications to the Plans before approving them.

Grantee as a condition precedent to Grantee's right to enter upon and otherwise access the Easement for construction purposes, shall furnish Authority all issued for construction drawings provided to its construction contractors for the construction of the Pipeline Facilities, as well as, any subsequent revisions thereto applicable to the Easement (the "Issued for Construction Drawings"). Grantee shall not enter upon the Easement for major repair or for the replacement of any portion of the Pipeline until Grantee has provided Authority with a current set of Issued for Construction Drawings. Upon completion of any major repair or replacement of any portion of the Pipeline Facilities in the Easement, Grantee shall provide an as-built drawing depicting and describing (by metes and bounds) the as-built location of the Pipeline Facilities. When any segment of pipeline is replaced utilizing HDD methods, Grantee agrees to survey each pipeline by smart pig and to include in the as-built drawings all x, y, and z, coordinates for each segment of pipeline installed by HDD methods.

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

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

6. **Indemnity. Except for liabilities caused by the sole negligence, gross negligence or willful misconduct of the Authority, its commissioners, officers, directors, managers, employees, and agents, Grantee shall defend, indemnify and hold harmless Authority, its commissioners, officers, directors, managers, employees, and agents (for the purposes of this Section, the "*Indemnified Parties*") from and against, and Grantee shall be responsible for, any and all liabilities (including strict liability), actions, demands, damages, penalties, fines, losses, claims, costs, expenses (including reasonable attorneys', experts' fees and expenses), suits, settlements or judgments of any nature whatsoever (including claims for personal injury, bodily injury, real and personal property damage and economic loss) which may be brought or instituted or asserted against the Indemnified Parties based on or arising out of or resulting from (i) the failure on the part of the Grantee, its agents, employees, contractors, subcontractors or licensees (collectively, "*Grantee Parties*") to comply with the provisions of any laws or regulations applicable to the Pipeline or the Pipeline Facilities, (ii) any injury to or death of or claim of injury to or death of any person or any damage to or loss of or claim of damage to or loss of property arising from or in any manner connected with the acts, conduct, or negligence of the Grantee Parties in the design, construction, operation, maintenance, repair, removal, or replacement of the Pipeline or the Pipeline Facilities, (iii) the failure on the part of any of the Grantee Parties to comply with the provisions of any laws or regulations applicable to the Easement, Post Construction Workspace, the Pipeline or the Pipeline Facilities, or (iv) the condition, use, malfunction, defect, or explosion of the Pipeline or any of the Pipeline Facilities (collectively "*Indemnified Claims*"), EVEN IF THE INDEMNIFIED CLAIM ARISES OUT OF OR RESULTS FROM THE JOINT, CONCURRENT, OR CONTRIBUTORY NEGLIGENCE OF THE INDEMNIFIED PARTIES. The Grantee's indemnity obligations under this Agreement shall not be limited by a limitation on the amount or type of damages, compensation or benefits owed by Grantee to any employee of Grantee under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.**

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

7. Insurance. Without limiting the indemnity obligations or liabilities of Grantee, or its insurers, provided herein, Grantee agrees at all times this Agreement is in effect to carry and maintain at its sole expense policies of insurance (the "Policies") of the types and in the minimum amounts and comply with the other requirements set forth in Exhibit "B" attached hereto and incorporated herein by reference.

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

under this Agreement. In the event of an assignment or partial assignment of the Easement, any liability of Assignor or Assignee, to Authority under the terms of this Agreement shall be joint and several. The terms of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Assignment by Grantee shall not relieve Grantee from liability for the performance of the covenants and indemnities hereof. Grantee agrees to promptly provide Authority with a copy of all assignments of this Pipeline Easement Agreement. Grantee acknowledge the existence of numerous pipelines across the Authority's lands, submerged lands, and navigable waterways in Nueces and San Patricio Counties. Grantee further acknowledges Authority's need for up-to-date ownership information for each pipeline crossing its lands, submerged lands and navigable waterways. Accordingly, in the event, Grantee, fails to provide Authority with a copy of any assignment(s) as required by this Section within ninety (90) days of such assignment, then Grantee agrees to pay Authority the sum of Five Thousand Dollars ($5,000.00) as liquidated damages for such failure. Grantee agrees that the damages resulting to Authority from a violation of this paragraph are difficult if not impossible to ascertain at this time and that the sum of $5,000.00 as liquidated damages is a reasonable forecast of just compensation to Authority.

9. Termination. This Agreement and all rights to use and occupy the Easement shall terminate if the Pipeline(s) ceases to be used for the transmission of **Authorized Pipeline Products**, collectively, for a period of forty-eight (48) months period during the term of this Agreement or if Grantee shall at any time expressly abandon this Easement for the use of the same for the purposes herein granted. This Agreement and all of Grantee's interest hereunder, at the option of Authority, shall forthwith terminate upon breach by Grantee of any of the conditions hereof and the failure of Grantee to remedy the same within ninety (90) days after Grantee's receipt of written notice from the Authority so to do. Grantee agrees it will within ninety (90) days after the termination of this Agreement remove the Pipeline Facilities existing in the Easement and restore the land in the Easement and in any Post Construction Workspace utilized to remove the Pipeline Facilities to substantially the same condition in which same existed prior to the existence of the Pipeline Facilities. In the event Grantee fails to remove the Pipeline Facilities within the above-described time period, Authority may either declare the termination of Grantee's interest in the Pipeline Facilities and all of Grantee's interest therein shall thereupon terminate, or the Authority may cause the Pipeline Facilities, or any part thereof, to be removed and disposed of, and the lands of the Authority restored, all at the cost of Grantee. In the event of a breach of the requirements of Section 11 ("Compliance with Authority Security Requirements"), this Agreement and all of Grantee's interest hereunder, at the option of Authority, shall forthwith terminate in the event Grantee fails to remedy the same within ten (10) days after Grantee's receipt of written notice from the Authority of such breach.

10. Relocation. The Authority may require Grantee to remove, lower or relocate the Pipeline Facilities situated in the aforesaid Easement in the event the same materially interferes with or will materially interfere with: (1) the development of Authority's lands; (2) any facility, facility modification, or proposed facility of Authority, Authority Lessee or Authority Franchisee; (3) any road or proposed road; or (4) any operation or proposed operation of Authority, Authority Lessee or Authority Franchisee. The Authority may also require Grantee to remove, lower or relocate the Pipeline Facilities situated in the aforesaid Easement in the event the same materially interferes with or will materially interfere with any navigable channel, road, railroad or proposed railroad under which the Pipeline passes. In the event Authority requires Grantee to remove, lower or relocate

pursuant to the provisions of this Section, the cost of such removal, lowering or relocation shall be paid solely by Grantee, and in such event, Authority will use its best efforts to provide Grantee with an alternate Easement route on Authority's land at no additional cost to Grantee; provided, however, Authority shall not be required to provide the alternate easement route.

11. Compliance with Authority Security Requirements. Grantee, its employees, agents, representatives and subcontractors shall at all times comply with all Authority mandated security requirements and regulations pertaining to the Easement and any Post Construction Workspace locations or access thereto, regardless of whether now existing or hereinafter imposed, pursuant to Authority's Tariffs (the "Security Measures"). Failure to comply with Authority's Security Measures will be grounds for terminating this Agreement as described in Section 9 above. Authority's Security Measures applicable to the Easement and right of way can be ascertained by contacting the Authority's Police Department.

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

Authority:

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

Grantee:
NuStar Logistics, L.P.
Attn: Right of Way Department
19003 IH-10 West
San Antonio Texas, 78257

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

14. Limitation on Easement Use. Grantee specifically agrees that Grantee, its successors, assigns, and its related companies shall not use any portion of the Easement or portion of any Post Construction Workspace for any other purpose than the construction, operation and maintenance of the Pipeline Facilities. The Grantee will not grant, participate with, or initiate any contract with any third party to place any other use or operation within the Easement other than the Pipeline Facilities described in this Agreement. This Agreement is made regardless of any past or future statutory authority by any governmental agency allowing additional usage within the Easement. Grantee

disclaims any authority from any statutory rule or regulation that allows such additional usage and shall be bound by this Agreement.

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

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

17. No Warranty of Title. It is hereby agreed that no warranty of title, expressed or implied, including but not limited to the implied covenants set forth in section 5.023 of the Texas Property Code, is made by Authority by the execution of this instrument. **GRANTEE HEREBY ACKNOWLEDGES THAT IT HAS INDEPENDENTLY INVESTIGATED THE TITLE TO, AND SURFACE ROUTE OF, THE EASEMENT AND ACCEPTS SAME AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY NATURE, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY CONCERNING FITNESS OR SUITABILITY FOR GRANTEE'S INTENDED USE THEREOF).**

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one instrument.

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

***Signature Pages Immediately Follow***

**EXECUTED** this the 21st day of July, 2026.

**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 July, 2026, by Kent A. Britton, Chief Executive Officer of Port of Corpus Christi Authority of Nueces County, Texas, on behalf of the Port.

_____
NOTARY PUBLIC, STATE OF TEXAS

***Grantee Signature Page Immediately Follows***

**NUSTAR LOGISTICS, L.P.**

By: Riverwalk Logistics, LLC, its general partner

By: Kevin Taliaferro

Name: Kevin Taliaferro

Title: Sr. Director-ROW

"Grantee"

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 6th day of July 2026, by Kevin Taliaferro, the Sr. Director-ROW of Riverwalk Logistics, LLC, the general partner acting on behalf of NuStar Logistics, L.P.

MINDY HALL
Notary Public, State of Texas
Comm. Expires 06-09-2028
Notary ID 126209547

NOTARY PUBLIC, STATE OF TEXAS

# CENTERLINE DESCRIPTION OF A PIPELINE EASEMENT

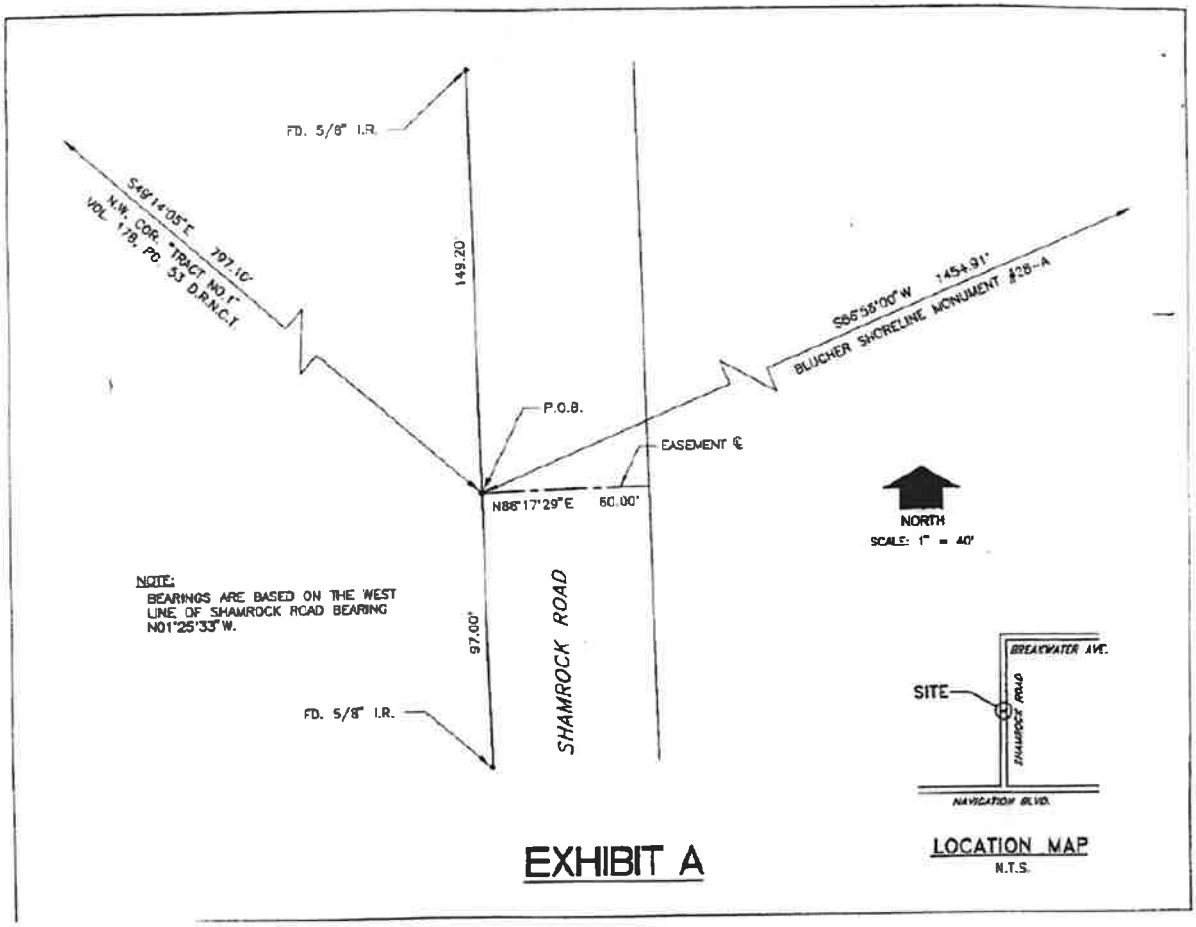
BEING a pipeline easement across Shamrock Road said road being out of a tract of land described as "Tract No. 1" in that deed recorded in Volume 178, Page 53 of the Deed Records of Nueces County, Texas said easement, as shown in the attached "Exhibit A" being more particularly described as follows;

COMMENCING at a Conrad Blucher shoreline monument designated #28-A in a northerly line of the aforesaid "Tract No. 1";

THENCE, S 66°58'00" W 1454.91 feet to the POINT OF BEGINNING in the west right-of-way line of Shamrock Road said point being S 49°14'05" E 797.10 feet from the northwest corner of said "Tract No. 1";

THENCE, with the centerline of this easement N 88°17'29" E 60.00 feet to the TERMINATION POINT of this easement in the east right-of-way line of Shamrock Road.

NOTE: Bearings are based on the found west line of Shamrock Road bearing N 1°25'33" W.



## Exhibit "B"

## INSURANCE REQUIREMENTS

Without limiting the indemnity obligations or liabilities of Grantee or its insurers, provided herein, Grantee agrees to procure and maintain at its sole expense during the term of the Agreement 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 | MINIMUM LIMITS |
|---|---|---|
| A. | Workers' Compensation | Statutory |

In the event that the work of Grantee's employees fall within the purview of the United States Longshore and Harbor Workers' Compensation Act, the Jones Act or the Federal Employers' Liability Act, Grantee shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts.

| | | |
|---|---|---|
| B. | Employer's Liability | $1,000,000 per Occurrence<br>$1,000,000 Aggregate |
| C. | Commercial General Liability | $3,000,000 per Occurrence<br>$5,000,000 Aggregate |

The Commercial General Liability shall cover or be endorsed to cover bodily injury, personal injury, broad form property damage, operations hazard, owner's protective coverage, contractual liability, products and completed operations liability, railroad protective liability, marine liability, and time element pollution coverage.

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

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

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

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

| | | |
|---|---|---|
| F. | Pollution Liability | $2,000,000 per Occurrence |

Sudden and Accidental Pollution liability insurance covering bodily injury, property damage, environmental cleanup, remediation, disposal, and other losses caused by pollution conditions occurring during the term of this Agreement. If Grantee's Commercial General Liability and Umbrella policies contain a deletion of the pollution coverage exclusion, then this policy is not required.

| | | |
|---|---|---|
| G. | Railroad Protective Liability | $1,000,000 per Occurrence<br>$2,000,000 Aggregate |

If Commercial General Liability and Umbrella policies contain a deletion of the railroad coverage exclusion, then this policy is not required.

| | | |
|---|---|---|
| H. | Protection & Indemnity (P&I) | $3,000,000 per Occurrence |

Should any of the work require marine operations, the Grantee shall provide Protection & Indemnity insurance with respect to bodily injury and/or property damage arising from marine operations.

**Grantee's liability shall not be limited to the specified amounts of insurance required herein. 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"). Grantee agrees to immediately provide to each of its insurers written notice of the terms of the waiver set forth in this Exhibit B, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver. Grantee will provide to Authority a copy of said endorsement or endorsement or evidence that such endorsement is not necessary to prevent the invalidation of the insurance coverage by reason of such waiver. Additionally, the Authority Parties shall be designated as an Additional Insured either by a blanket additional insured or a specific endorsement on all policies, except for Workers' Compensation and Employer's Liability. 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 Agreement.**

Prior to the execution of this Agreement and prior to the expiration date of each of the Policies, Grantee or its insurance producer/broker, shall provide Certificates of Insurance (COI) of the minimum insurance required in this Exhibit. The minimum insurance required may be increased periodically upon request by Authority to commercially reasonable limits. The company writing each of the Policies must possess a current rating with A.M. Best Company of at least "A-, VII".

If Grantee elects to self-insure or to maintain insurance required herein subject to deductibles and/or retentions, Authority and Grantee shall maintain all rights and obligations between themselves as if Grantee maintained the insurance with a commercial insurer including any additional insured status, primary liability, waivers of rights of recovery/subrogation, other insurance clauses, and any other extensions of coverage required herein. Prior to the execution of this Agreement, and annually thereafter, Grantee shall provide evidence of self-insured status by issuing a self-insured letter on company letterhead and endorsed by an executive officer of the company. Grantee shall pay from its assets the costs, expenses, damages, claims, losses and liabilities, including reasonable attorney's fees and necessary litigation expenses at least to the extent that an insurance company would have been obligated to pay those amounts if Grantee had maintained the insurance pursuant to this **Exhibit B**.

Without limiting any of the other obligations or liabilities of Grantee, Grantee shall require each of its contractors performing work on Authority's property pursuant to this Agreement, at the contractor's own expense, to maintain during the term of the Agreement, the same stipulated

minimum insurance as shown herein. As an alternative, Grantee may include its contractors as additional insureds on its own coverage as prescribed under this **Exhibit B**. Grantee's certificate of insurance shall note in such event that its contractors are included as additional insureds and that Grantee agrees to provide workers' compensation for its contractors and the contractor's employees. Grantee shall obtain and monitor the certificates of insurance from each contractor in order to assure compliance with the insurance requirements. Grantee must retain the certificates of insurance for the duration of the Agreement plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its contractors. Authority shall be entitled, upon request and without expense, to receive copies of these certificates.

PORT CORPUS CHRISTI®

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 21, 2026

**DATE:** July 21, 2026

**TO:** Port Commission

**FROM:** Sam Esquivel
Director Business Development
Sam@pocca.com
(361) 885-6140

**ANTICIPATED STAFF PRESENTER:** Sarah Garza and Sam Esquivel

**Approve a Right of Entry and License Agreement with the State of Texas acting through the General Land Office to access eight state owned tracts to conduct the Redfish Bay Seagrass Restoration Project, near Harbor Island, Nueces County, Texas.**

## SUMMARY:

Staff request Port Commission approval of a Right of Entry and License Agreement with the State of Texas, acting through the General Land Office (GLO), for access to eight state-owned tracts to conduct the Redfish Bay Seagrass Restoration Project, near Harbor Island, Nueces County, Texas.

## BACKGROUND:

The Right of Entry and License Agreement allows access to portions of State Tracts 313, 314, 315, 318, 319, 327, 328 and 333 in Corpus Christi Bay, as depicted in the attached memo exhibit. The agreement will allow PCCA, along with its employees, agents, subcontractors and invitees, to enter the state-owned premises for the limited purpose of conducting seagrass restoration activities at five designated sites, within the eight state tracts. The agreement has a proposed two-year term beginning August 1, 2026, and ending August 1, 2028, unless earlier terminated by the State. During the term, PCCA must comply with all applicable laws and environmental protection requirements, refrain from making unauthorized modifications or permanent improvements, maintain the required liability insurance, and repair any damages or remove authorized temporary improvements upon termination. PCCA is proposing the Redfish Bay Seagrass Restoration Project which is intended to restore seagrass habitat in environmentally sensitive areas of the watershed where seagrass has been lost, modified, or substantially

degraded. This effort supports PCCA's Habitat Creation Master Plan (PCCA 2023) and its environmental stewardship goal to restore or create up to 50 acres of habitat over a three-year period through projects such as beneficial use, hydrological restoration, shoreline stabilization, invasive species management, and seagrass and wetland restoration and creation.

**ALTERNATIVES:**

Do not approve the access agreement, which would prevent PCCA from accessing the state-owned tracts needed to conduct the Redfish Bay Seagrass Restoration Project and would limit PCCA's ability to advance habitat restoration in environmentally sensitive areas where seagrass has been lost, modified, or substantially degraded.

**CONFORMITY TO PORT PROCUREMENT POLICY:**

PCCA Procurement Policy does not apply to this agenda item.

**STRATEGIC ALIGNMENT:**

This Right of Entry and License Agreement is consistent with the PCCA Strategic Plan 2029: Strategic Goal #4 – Be an Environmental Leader and Strategic Goal #2 – Be a good Business and Community Partner.

**FINANCIAL IMPACT:**

No fee for establishing the agreement with the GLO.

**STAFF RECOMMENDATION:**

Staff recommend Port Commission approval of the Right of Entry and License Agreement with the State of Texas, acting through the General Land Office, for access to eight state-owned tracts to conduct the Redfish Bay Seagrass Restoration Project, near Harbor Island, Nueces County, Texas.

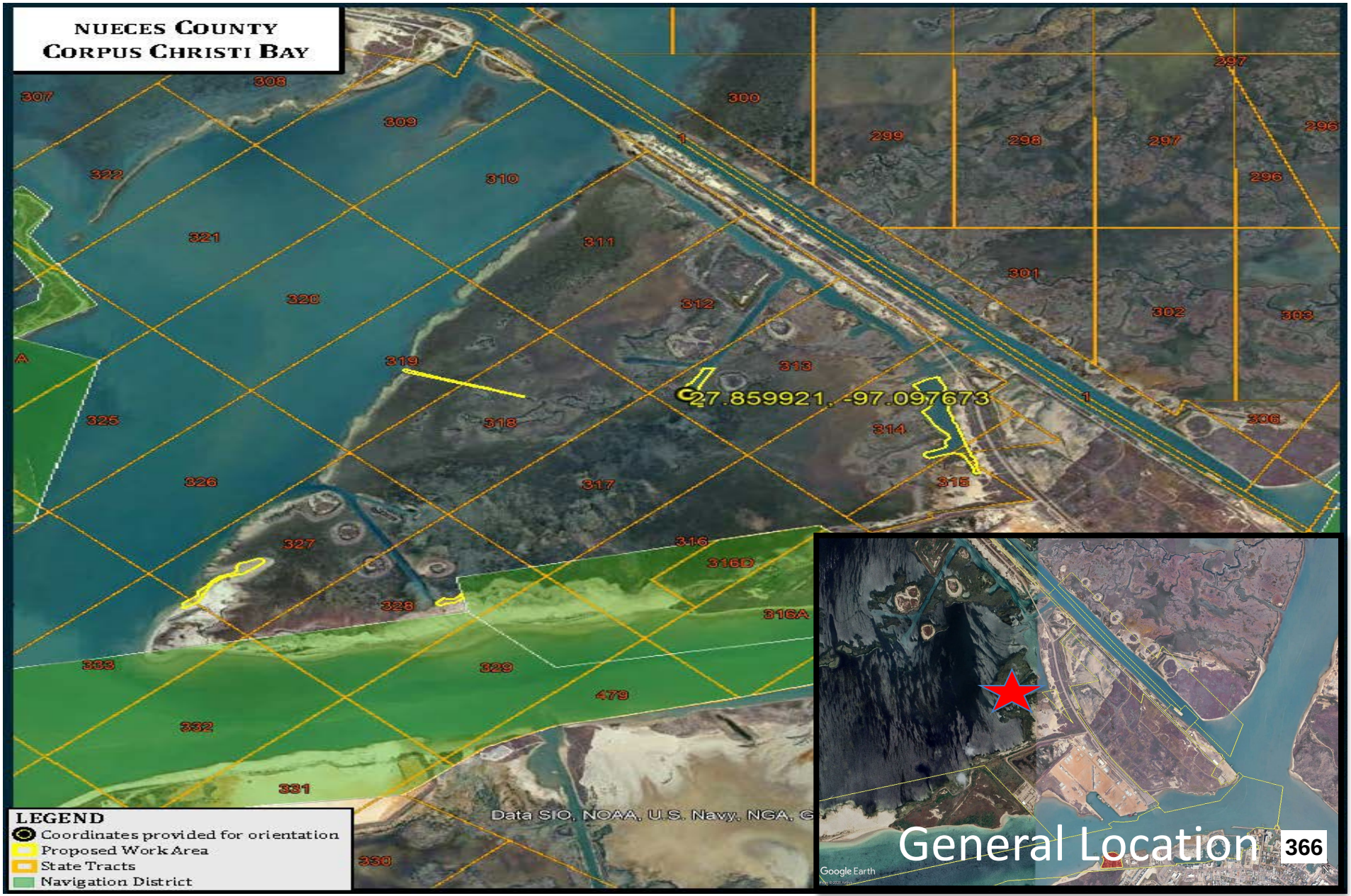
**DEPARTMENTAL CLEARANCES:**

| | |
|---|---|
| Originating Department | Environmental Planning & Compliance and Real Estate |
| Reviewed & Approved | Sarah Garza and Sam Esquivel |
| Legal | Bruce S. Hawn |
| Executive Staff | Yudi Takizawa |

**LIST OF SUPPORTING DOCUMENTS:**

Memo Exhibit
Right of Entry and License Agreement

**Approve a Right of Entry and License Agreement with the State of Texas acting through the General Land Office to access eight state owned tracts to conduct the Redfish Bay Seagrass Restoration Project, near Harbor Island, Nueces County, Texas.**



# THE STATE OF TEXAS

## RIGHT OF ENTRY AND LICENSE AGREEMENT

STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF NUECES §

This Right of Entry and License Agreement (the "Agreement") is granted by virtue of the authority established in Chapter 51, TEX. NAT. RES. CODE, and all other applicable statutes and rules, as the same may be amended from time to time and is subject to all applicable regulations promulgated from time to time.

### ARTICLE I. PARTIES

1.01. In consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the STATE OF TEXAS, acting by and through the Commissioner of the Texas General Land Office on behalf of the Permanent School Fund (the "State"), hereby grants to **Port of Corpus Christi Authority**, its employees, agents, subcontractors, and invitees (collectively, the "User"), the right to use the surface estate of the below-described Permanent School Fund land (the "Premises") for the purposes identified in Article IV below.

### ARTICLE II. PREMISES

2.01. The Premises are described or depicted on the Exhibits attached hereto and collectively incorporated by reference for all purposes:

Portions of State Tracts 313, 314, 315, 318, 319, 327, 328 and 333,
Corpus Christi Bay, Nueces County, Texas

2.02. **USER HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PREMISES AND ACCEPTS IT "AS IS" IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. USER IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF THE STATE REGARDING ANY ASPECT OF THE PREMISES BUT IS RELYING ON USER'S OWN INSPECTION OF THE PREMISES. THE STATE DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY OTHER EXPRESS OR IMPLIED WARRANTY NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. USER IS PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND USER IS ADVISED TO EXAMINE IN THE ARCHIVES AND RECORDS DIVISION OF THE GENERAL LAND OFFICE, 1700 NORTH CONGRESS AVENUE, AUSTIN, TEXAS, 78701 AND ALL OTHER LAND TITLE RECORDS IN WHICH THE PREMISES ARE LOCATED. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

## ARTICLE III. TERM

3.01. **The term of this Agreement is for a period of two (2) years, beginning on August 1, 2026 ("Effective Date") and ending automatically on August 1, 2028**, unless sooner terminated as provided herein. The State may terminate this Agreement at any time by providing written notice to User.

## ARTICLE IV. USE OF THE PREMISES

4.01. **User may access and use the Premises to conduct seagrass restoration activities at five designated sites** and for no other purpose. User is specifically prohibited from modifying the Premises in any manner not expressly authorized by the State or by this Agreement. User is also prohibited from using, or allowing the Premises to be used, for any other purpose not stated herein.

4.02. User shall not use or permit the use of the Premises for any illegal purpose. User and its employees, agents, guests and invitees shall comply with all applicable federal, state and local laws, ordinances and rules concerning the use of the Premises.

4.04. The State does not hereby relinquish its right to enter upon the Premises at any time with or without prior notice to User for any purpose, including the inspection of the condition thereof.

4.05. User shall not modify, excavate, or construct any permanent improvements upon the Premises without the State's prior express written consent. User may not maintain or allow nuisances or public hazards on the Premises, and shall abate or remove any activity or property constituting or contributing to a hazard or nuisance.

4.06. User shall not allow the presence on or within the Premises of any Hazardous Substance in any manner that violates any federal, state, or local laws or regulations. "Hazardous Substances" means any substance or material defined or designated as a hazardous waste, toxic substance or other pollutant or contaminant, by any law or regulation. User shall not allow any Hazardous Substances to migrate off the Premises or the release of any Hazardous Substances into adjacent surface waters, soils, underground waters, or air in violation of any federal, state, or local laws or regulations. If User violates any law or regulation concerning the presence or use of Hazardous Substances on or affecting the Premises, or the handling or storing of Hazardous Substances at or affecting the Premises, User shall promptly take whatever action is necessary to determine the type or extent of the release, to mitigate and to correct the violation. If User does not act in a prudent and prompt manner after reasonable notice by the State to User specifying what actions the State requires to be performed, the State may, but is not obligated to, come onto the Premises, act in place of User and take any such action as the State has specified in such notice and that User has not taken to ensure compliance with such law or regulation or to mitigate any violation thereof. If the State reasonably believes that User is in violation of any law or regulation, or that User's actions or inactions present a threat of violation of any federal, state or local law or regulation or a threat of damage to the Premises, the State may, enter the Premises and take such corrective or mitigating action as the State has specified as necessary and that User has not taken. All direct costs and actual expenses incurred by the State in connection with any such actions shall become immediately due and payable by User upon presentation of an invoice therefor.

## ARTICLE V. CONSIDERATION

5.01. The Consideration for the granting of this Agreement shall be the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged.

## ARTICLE VI. ASSIGNMENTS

6.01. User may not assign of sublease any of the rights granted by this Agreement.

## ARTICLE VII. PROTECTION OF NATURAL AND HISTORICAL RESOURCES

7.01. User must comply with all applicable rules and regulations of the State and other governmental agencies responsible for the protection and preservation of public lands and waters, including those relating to pollution. In the event of pollution or an incident that may result in pollution of the Premises or adjacent property which is the result of User's (or User's employees, contractors, invitees and agents) acts or omissions, User shall: immediately notify the State, use all means reasonably available to recapture any pollutants that have or may escape, and mitigate for any and all natural resources damages caused thereby.

7.02. **USER IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966, (PB-89-66, 80 STATUTE 915; §470) AND THE ANTIQUITIES CODE OF TEXAS, CHAPTER 191, TEX. NAT. RES. CODE ANN. (VERNON 2000 SUPP.). IN THE EVENT THAT ANY SITE, OBJECT, LOCATION, ARTIFACT OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING ANY ACTIVITY ON THE PREMISES, USER WILL IMMEDIATELY CEASE SUCH ACTIVITIES AND WILL IMMEDIATELY NOTIFY STATE AND THE TEXAS HISTORICAL COMMISSION, P.O. BOX 12276, AUSTIN, TEXAS 78711, SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE.**

## ARTICLE VIII. LIABILITY AND INDEMNITY

8.01. **USER SHALL BE FULLY AND SOLELY LIABLE AND RESPONSIBLE FOR ANY LOSS, BODILY INJURY, DEATH OR PROPERTY DAMAGE, OF ANY NATURE, ARISING OUT OF, OR RESULTING FROM, ITS OWN ACTS OR OMISSIONS OR THE ACTS OR OMISSIONS OF ANY PERSON OR PERSONS USING THE PREMISES OR RELATED TO USER'S EXERCISE OF THE RIGHTS GRANTED HEREIN. TO THE FULLEST EXTENT ALLOWED BY LAW, USER AGREES TO AND SHALL INDEMNIFY AND HOLD THE STATE, THE STATE'S OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM AND AGAINST CLAIMS, SUIT, COSTS, LIABILITY OR DAMAGES OF ANY KIND, INCLUDING STRICT LIABILITY CLAIMS, WITHOUT LIMIT AND WITHOUT REGARD TO CAUSE OF THE DAMAGES OR THE NEGLIGENCE OF ANY PARTY, EXCEPT FOR THE CONSEQUENCES OF THE SOLE NEGLIGENT ACTS OR WILLFUL MISCONDUCT OF THE STATE, THE STATE'S OFFICERS, AGENTS, EMPLOYEES, OR INVITEES, ARISING DIRECTLY FROM USER'S USE OF THE PREMISES (OR ANY ADJACENT OR CONTIGUOUS PSF LAND) OR FROM ANY BREACH BY USER OF THE TERMS CONTAINED HEREIN. THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

## ARTICLE IX. REPAIRS, REMOVAL AND TAXES

9.01. Upon this Agreement's termination, User must repair any damages to the Premises arising out of its use and return the Premises in substantially the same physical condition as existed before this Agreement. User must also remove any of its personal property and any authorized temporary structures installed or constructed on the Premises by the termination date. **THE TERMS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

9.02. **USER AGREES TO PROTECT AND HOLD THE STATE HARMLESS FROM LIABILITY FOR ANY AND ALL TAXES, CHARGES, AND ASSESSMENTS, ASSESSED AS A RESULT OF THE USER'S USE OF THE PREMISES, TOGETHER WITH ANY PENALTIES AND INTEREST THEREON, AND FROM ANY SALE OR OTHER PROCEEDING TO ENFORCE PAYMENT THEREOF.**

## ARTICLE X. INSURANCE

10.01. User shall obtain and maintain at all times commercial general liability insurance coverage in the minimum amount of One Million and No/100 Dollars ($1,000,000.00), which policy shall insure against bodily injury, death, and property damage and include: (i) coverage for the Premises and operations, and (ii) contractual liability coverage insuring the obligations of User hereunder, including, without limitation, the indemnity obligations of User. The liability insurance policy shall name the State as an additional insured, shall be non-cancelable on less than thirty (30) days prior written notice to State and shall include a waiver of subrogation endorsement in a form acceptable to the State. User shall furnish the State with a certificate of insurance evidencing this required insurance coverage prior to entry onto the Premises.

## ARTICLE XI. NOTICE

11.01. Any notice which may or shall be given under the terms of this Agreement shall be in writing and shall be either delivered by electronic mail, or sent by United States first class mail, adequate postage prepaid, if for the State, to the General Land Office, Attn: Deputy Director of Coastal Field Operations, 1700 North Congress Avenue, Austin, TX 78701-1495, and if for User, to Port of Corpus Christi Authority, 400 Charles Zahn, Jr. Drive, Corpus Christi, TX 78401. Either party's address may be changed from time to time by giving notice as provided above.

## ARTICLE XII. MISCELLANEOUS PROVISIONS

12.01. No provision of this Agreement shall be construed in such a way as to constitute the State and User joint venturers or co-partners or to make User the agent of the State or make the State liable for the debts of User.

12.02. In the event any provision of this Agreement is more restrictive than any administrative rule promulgated by the General Land Office and/or the School Land Board, this Agreement shall control.

## ARTICLE XIII. ENTIRE AGREEMENT

13.01. This Agreement, including any exhibits attached to it, constitutes the entire agreement between the State and User and no prior or contemporaneous written or oral promises or representations shall be binding. The submission of this Agreement for examination by User or the State and/or execution thereof does not constitute a reservation or option for the Premises, and this Agreement shall become effective only upon execution of all parties hereto and delivery of a fully executed counterpart thereof by the State to User.

13.02. This Agreement may not be amended, changed, or extended except by a written instrument signed by both parties.

IN TESTIMONY WHEREOF witness my hand and Seal of Office.

**THE STATE OF TEXAS**

**By:** _____
DAWN BUCKINGHAM, M.D.
Commissioner, General Land Office

**Date:** _____

**APPROVED:**

Contents: _____

Legal: _____

Director: _____

Executive: _____

**USER: Port of Corpus Christi Authority**

By: _____
(Signature)

_____
(Printed Name)

_____
(Title)

Date: _____

**ACKNOWLEDGMENT**

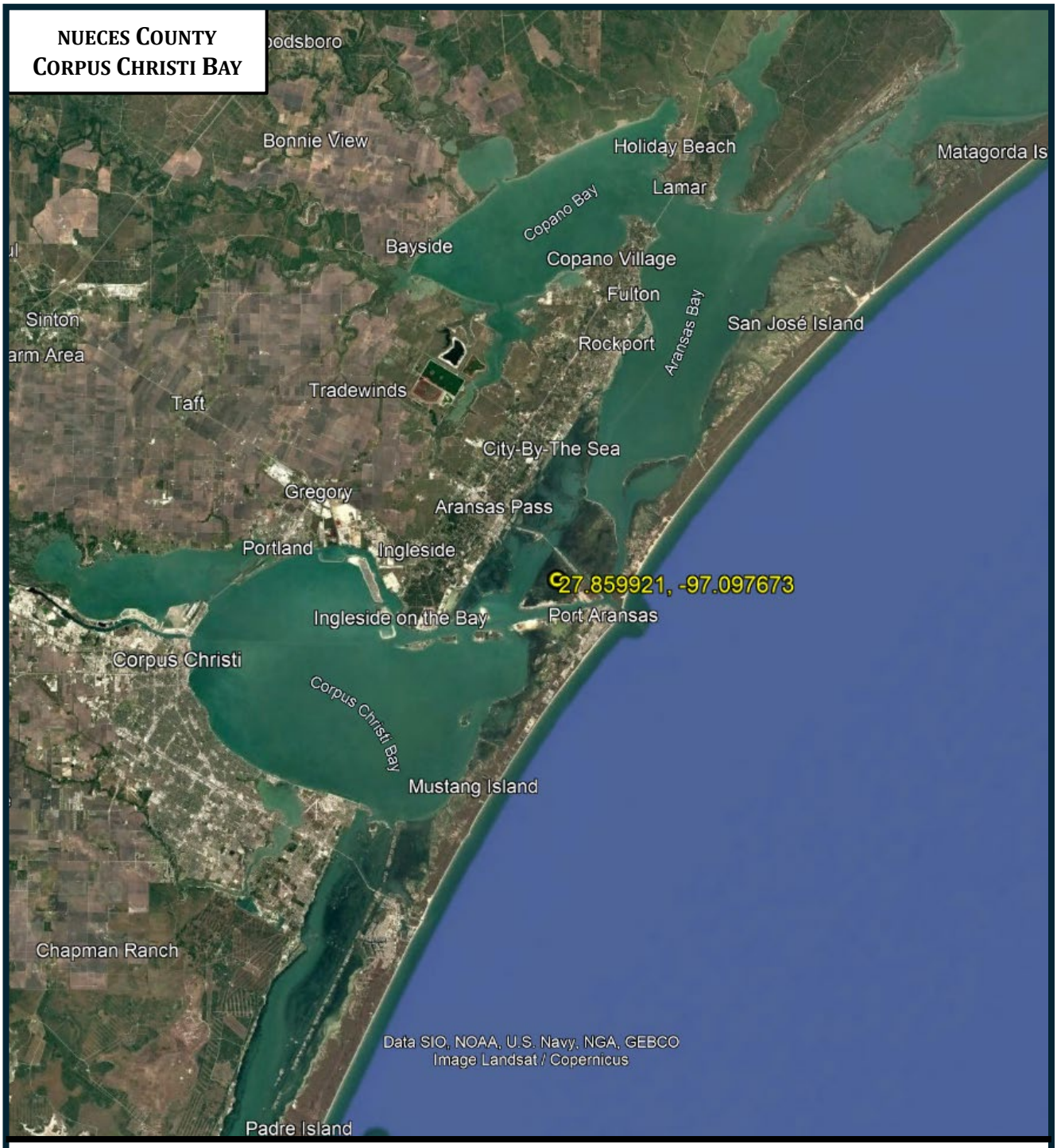
STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____ 20____, by _____, an authorized signatory, for and on behalf of Port of Corpus Christi Authority ("User").

_____
Notary Public, State of Texas

My commission expires: _____

**NUECES COUNTY**
**CORPUS CHRISTI BAY**



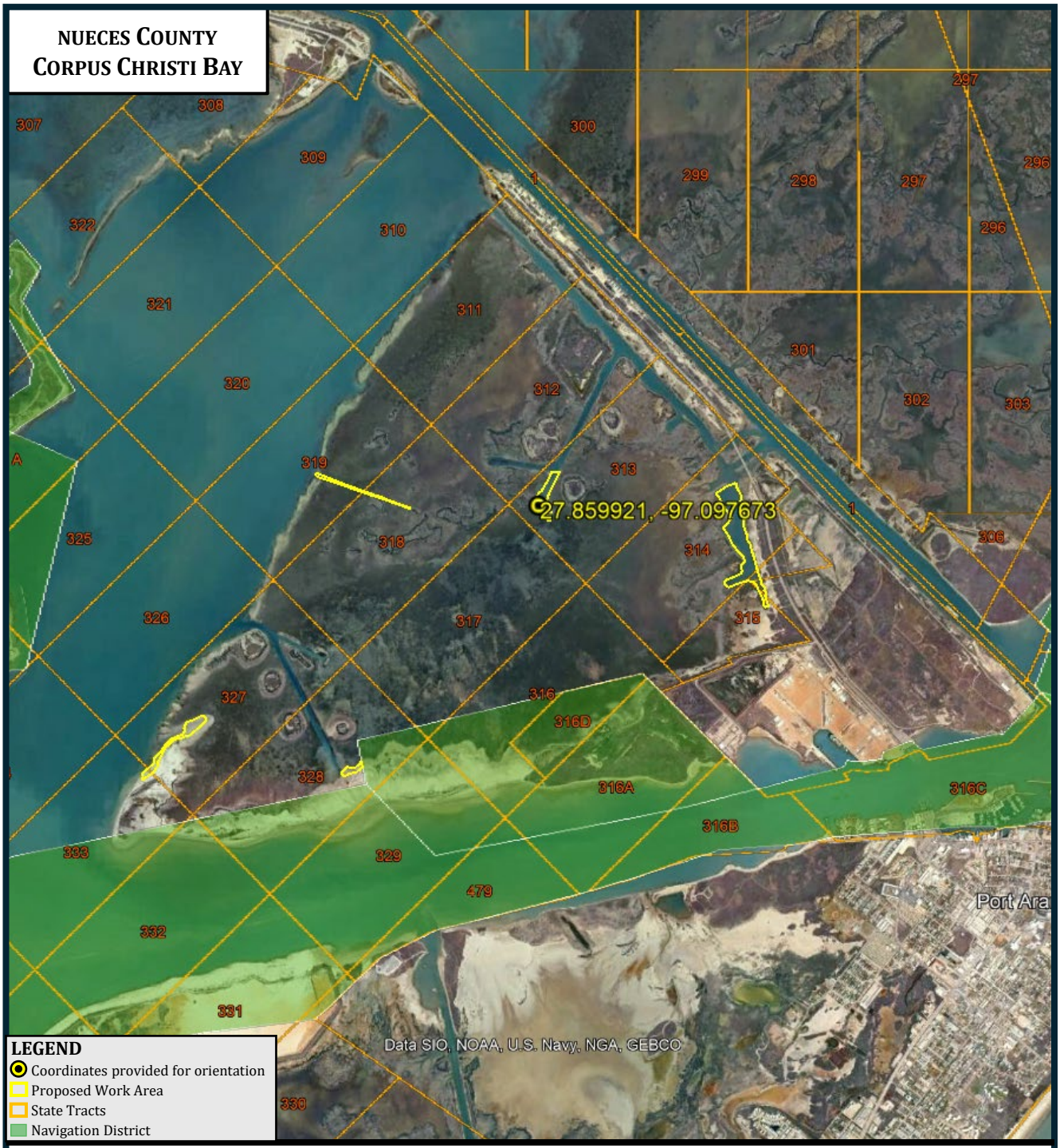

*Proposed Work Area*

N
W E
S

# Port of Corpus Christi Authority

The Texas General Land Office makes no representation or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it is produced. This map IS NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

Scale: NTS Date of Preparation: May 28, 2026 Exhibit A




*Proposed Work Area*

# Port of Corpus Christi Authority

The Texas General Land Office makes no representation or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it is produced. This map IS NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

Scale: NTS Date of Preparation: May 28, 2026 Exhibit B

PORT CORPUS CHRISTI®

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 21, 2026

**DATE:** July 21, 2026

**TO:** Port Commission

**FROM:** Tony MacDonald
Director of Operations
tmacdonald@pocca.com
361-885-6156

**ANTICIPATED STAFF PRESENTER:** Kaden Bailey
Project Manager

**Award a contract to JF Petroleum Group in the amount of $181,750 for the installation of a fuel monitoring system at various locations using government pricing from the Sourcewell Cooperative Program.**

## SUMMARY:

Staff requests the award of a contract to JF Petroleum Group in the amount of $181,750 to install a fuel monitoring system at PCCA fueling locations and on fleet vehicles and equipment using government pricing from the Sourcewell Cooperative Program to be paid on a lump sum basis.

## BACKGROUND:

The current process for tracking fuel utilization is for each driver to manually log on paper the number of gallons dispensed to each fleet vehicle or equipment from each fuel tank every time fuel is dispensed from the tanks. Analysis of fuel utilization or total fuel dispensed from the tanks is also a manual verification process. In an effort to streamline the record keeping process and eliminate manually logging fuel usage, staff sought an alternative to improve monitoring and access control for all fuel dispensing operations across its facilities.

Currently, there are three Port facilities that have fuel tanks used to fill PCCA-owned vehicles, equipment, and vessels. They are located at the Maintenance Facility, Bulk Materials Terminal, and Southside Marine Center. The proposed fuel management system will allow staff to electronically and automatically track fuel dispensing by vehicle and equipment, track fuel levels in the dispensing tanks, identify unusual fueling patterns, confirm purchase quantities, and support environmental reporting.

The project scope consists of the purchase and installation of three dispensing pedestals with cloud connectivity for utilization reporting, RFID reading nozzles at each fuel tank location, approximately 230 RIFD activating tank rings on each PCCA-owned vehicle or equipment tank, and commissioning. When dispensing fuel, the nozzle must detect the tank ring in order for fuel to be dispensed, which identifies the vehicle/equipment and tracks utilizations.

JF Petroleum Group was awarded a master agreement through the Sourcewell Cooperative Program which includes remote fuel monitoring. PCCA requested pricing for the scope of work. On June 25, 2026, using the MSA pricing, JF Petroleum submitted their pricing totaling $181,750.

## ALTERNATIVES:

Do not award the contract for the fuel monitoring system and continue manually logging fuel dispensing with manual verification and monitoring.

## CONFORMITY TO PORT PROCUREMENT POLICY:

JF Petroleum Group was selected in conformance with PCCA's Procurement Policy using the Sourcewell Cooperative Purchasing Program. Cooperative purchasing programs allow governmental entities to combine purchasing power to achieve better pricing. PCCA will use Sourcewell Partners Contract No. 081524-JFA for this purchase.

## STRATEGIC ALIGNMENT:

This project conforms to the PCCA's Strategic Plan 2029 Strategic Goal #6 – Cultivate the Workforce & Tools of the Future

## FINANCIAL IMPACT:

The installation of a fuel management system was approved in the 2026 budget.

## STAFF RECOMMENDATION:

Staff recommends the Port Commission award a contract to JF Petroleum Group in the amount of $181,750 to install a fuel monitoring system at PCCA fueling locations and on fleet vehicles and equipment using government pricing from the Sourcewell Cooperative Program.

## DEPARTMENTAL CLEARANCES:

| | |
|---|---|
| Originating Department | Operations |
| Reviewed & Approved | Tony MacDonald |
| Legal | Dane Bruun |
| Executive Staff | Kyle Hogan |

## LIST OF SUPPORTING DOCUMENTS:

JF Petroleum Group Quote

PORT CORPUS CHRISTI

**QUOTATION FORM**
**FOR**
**Fuel Management System for Fuel Islands**

Company Name: PSI JF Petroleum Group, Inc.

Company Address: 3702 S. Exp. 281 Edinburg, TX 78542

Signature: _____

Point of Contact Name: Margarito Escalante, Jr.

Contact Number: 956-713-4635

Email Address: Margarito.EscalanteG@jfpetrogroup.com

Date: 5-12-2026

**Scope of Work:**
Contractor shall purchase and install a Fuel Master fuel management system at the Maintenance Facility, Bulk Materials Terminal, and Southside Marine Center. These items generally include the Syntech Fuel Master Live Pedestal for each site and approximately 220 Aim kits for each piece of equipment, vehicle, or vessel. The scope of work below pertains to each site:

**Maintenance Facility:** Purchase and installation of one (1) Syntech Fuel Master 8-Hose Fuel Management System. Removing existing fuel management system, and running all wiring needed for proper operation.

**Bulk Materials Terminal:** Purchase and installation of one (1) Syntech Fuel Master 2-Hose Fuel Management System. Running all wiring and conduit needed for proper operation.

**Southside Marine Center:** Purchase and installation of one (1) Syntech Fuel Master 2-Hose Fuel Management System. Running all wiring and conduit needed for proper operations.

**AIM Kit:** Purchase and installation of 230 Aim Kits for each piece of equipment, vehicle, or vessel. The purchase and installation also includes freight, programing, testing, etc. to complete the project.

Contractor shall obtain all electrical permits required, lockout tagout circuits, mark and tag all existing wires intended for re-use, start-up all equipment to ensure proper operation, and provide close-out documentation and training. All materials being removed shall become property of the contractor and taken off site for proper disposal.

**Quote Lump Sum** $ 181,749.32

**Calendar Days to complete the work** 45 Days

PORT CORPUS CHRISTI

**Number of days after Notice to Proceed until you can start** 30 Days

**Addendum *(if applicable)*:**

Bidder acknowledges receipt of the following addenda: *(List Addendum Number(s))*

_____ _____

PETROLEUM GROUP

Innovation that works.

**PSI JF Petro Group, Inc.**

Southwest Reginal Office;
JF Petroleum Group
3702 S Expressway 281
Edinburg Texas 78542
Ph. (956) 686-9582 Fax: (956) 686-0700

June 26, 2026

**Port of Corpus Christi**
**P.O Box 1541**
Corpus Christi, TX 78403
361-882-5633

Sourcewell Contract#081524-JFA

Location:
Port of Corpus Christi Maintenance Facility
824 E Navigation Blvd
Corpus Christi, TX 78402

**We are pleased to quote the following equipment/material/installation for your consideration.**

Syntech Fuel Master FM Live 8-Hose Fuel Management System:
List Price: $12,956.00 ea. Sourcewell Price $11,660.40
4) Dispenser Interface Resistor-330 OHM, 1W
List Price $1.00 ea. Sourcewell Price $.90 ea.
4) Dispenser Interface Resistor 8.2K OHM, 10W
List Price $21.00 ea. Sourcewell Price $18.90 ea.
Freight: List $220.00, Sourcewell Price $198.00
**Note: Proposal includes 1st year of cloud hosted subscription, each additonal year to be paid directly to Fuel Master**
4) Fill Rite Pulser Kits 900CDP Digital Meter 10:1 Digital Pulser:
List Price $1,105.00 ea. Sourcewell Price $994.50 ea.
1) IC SP1-110-SO 110v Smart Pulser
List Price$266.13 Sourcewell Price $239.52

**Installation:**
-to obtain electrical permit and inspections required
-to lockout tagout circuits to existing fuel equipment on-site.
-to mark and tag all existing wire and electrical cables for reuse.
-to remove existing Petro Vend K800 fuel management system and install new Fuel Master FMLive Pedestal to monitor existing unleaded and diesel pumps.
-to reconnect all existing wire and cables to new Fuel Master FMLive Pedestal to monitor existing fuel pumps for unleaded and diesel
- to reuse existing data cable.

_____ initial

-to install Fill- Rite Digital fuel transfer meter kits with pulse output for (3) existing fuel pumps for unleaded and (2) existing fuel pumps for diesel to be monitored by Fuel Master FM Live Pedestal.
-to start up new Fuel Master FMLive Pedestal and ensure all operations and communication between existing fuel pumps and FMS are fully operational.
-to provide additional support and training to all authorized personnel
-to close out permits and job pictures

**PRICING:**

| | |
|---|---|
| **Syntech Fuel Master FM Live System** | **$11,937.60** |
| **Pulser Kits** | **$4,217.52** |
| **Installation & Start Up** | **$10,851.18** |
| **8.25% Sales Taxes:** | **(TAX EXEMPT)** |
| **Total:** | **$27,006.30** |

-

**Exclusions**:

1. Repair or replacement fueling dispensers.
2. Repair or replacement of fuel dispenser hardware
3. Electrical from building for new FMS systems (designated power required).
4. Celluar Network for Cloud Hosting
5. Supply or Installation of Aim/ Telematic Units
6. Tank Monitor System
7. New Electrical Fuel Panel
8. Repairs to existing electrical or main service.

**THIS OFFER MAY BE WITHDRAWN OR REVISED BY JF PETROLEUM GROUP IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF JF PETROLEUM GROUP'S SIGNATURE BELOW.**

**PSI JF PETROLEUM GROUP, INC.**

By: *Margarito Escalante Jr* Print Name: Margarito Escalante Jr

Title: Sales Representative Date: 6-25-2026

**ACCEPTED FOR**: Port of Corpus Christi

By: _____

Printed Name: _____

Title: _____

Date: _____

Phone Number: _____

JF PETROLEUM GROUP

*Innovation that works.*

## SourceWell Pricing for Material

Port of Corpus Christi
P.O Box 1541
Corpus Christi, TX 78403
361-882-5633

Location:
Port of Corpus Christi Maintenance Facility
824 E Navigation Blvd
Corpus Christi, TX 78402

| No. | Description | List Price | Qty. | Sourcewell Price | Ext. Price |
|---|---|---|---|---|---|
| **Fuel Management System** | | | | | |
| FMU5765-F8 | Dual Control Prokee/Proximity/AIM FM Live Pedestal Unit | $12,956.00 | 1 | $11,660.40 | $11,660.40 |
| 256838 | Dispenser Interface Resistor- 330 Ohm, 1W | $1.00 | 4 | $.90 | $3.60 |
| 256757 | Dispenser Interface Resistor- 8.2K Ohm, 10W | $21.00 | 4 | $18.90 | $75.60 |
| FR 900CDP | 6-40 GPM 4-Digit Digital Fuel Transfer Meter | $1,105.00 | 4 | $994.50 | $3,978.00 |
| IC SP1-110-SO | 110V Pulser Output | $266.13 | 1 | $239.52 | $239.52 |
| Freight | | $220.00 | 1 | $198.00 | $198.00 |
| Installation Labor | Fuel Management System Installation | $100 Per Hr | 60 | $6,000.00 | $6,000.000 |
| Electrical Labor | Fuel Management System Electrical Install | $4,111.17 | 1 | $4,851.18 | $4,851.18 |



Initials_____

Ver12.1

Southwest Regional Office:
PSI JF Petroleum Group, Inc.
3702 S. Expressway 281
Edinburg, TX 78542

dba JF Petroleum Group

**Equipment Total: $16,155.12**

**Installation Labor Total- $6,000.00**

**Electrical Installation Labor Total- $4,851.18**

**Total $ 27,006.30**



Southwest Regional Office:
PSI JF Petroleum Group, Inc.
3702 S. Expressway 281
Edinburg, TX 78542

dba JF Petroleum Group

PETROLEUM GROUP

Innovation that works.

**PSI JF Petro Group, Inc.**

Southwest Reginal Office;
JF Petroleum Group
3702 S Expressway 281
Edinburg Texas 78542
Ph. (956) 686-9582 Fax: (956) 686-0700

June 26, 2026

**Port of Corpus Christi**
**P.O Box 1541**
Corpus Christi, TX 78403
361-882-5633

Sourcewell Contract#081524-JFA

Location:
Port of Corpus Christi Southside Marina
1741 Navigation Blvd
Corpus Christi, TX 78402

**We are pleased to quote the following equipment/material/installation for your consideration.**

Syntech Fuel Master FM Live 2- Hose Fuel Management System:
List Price: $11,935.00 ea. Sourcewell Price $10,741.50 ea.
4) Dispenser Interface Resistor-330 OHM, 1W
List Price $1.00 ea. Sourcewell Price $.90 ea.
4) Dispenser Interface Resistor 8.2K OHM, 10W
List Price $21.00 ea. Sourcewell Price $18.90 ea.
Freight: List $220.00, Sourcewell Price $198.00
**Note: Proposal includes 1st year of cloud hosted subscription, each additional year to be paid directly to Fuel Master**
2) VR-1 Pulser 10:1 Pulser Kit
List Price:$680.00, Sourcewell Price $612.00 ea

**Installation:**
-to obtain electrical permit and inspections required
-to lockout tagout circuits to existing fuel equipment on-site.
-to rough in (1) new 3/4" rigid conduit and Class 1 Div. 1 &2 fittings from existing fuel electrical panel to have new Syntech Fuel Master FM Live Pedestal installed at fuel control rack area.
-to pull new 120v 20 A circuit from building fuel panel to new Fuel Master FMLive pedestal
install new Fuel Master FMLive Pedestal and tie into new emergency stop relay.
-to pull (2) pulser cables in existing 2" conduit underneath boardwalk from new Fuel Master Pedestal to (2) existing dispensers

_____ initial

-to install (2) VR-1 10:1 pulser kits to existing fuel dispensers for diesel to be monitored by Fuel Master FM Live Pedestal
-to connect and terminate wire and cables to new Fuel Master FMLive Pedestal to monitor existing diesel dispensers.
-to start up new Fuel Master FMLive Pedestal and ensure all operations and communication between existing fuel pumps and FMS are fully operational.
-to provide additional support and training to all authorized personnel
-to close out permits and job pictures

**PRICING:**

| | |
|---|---|
| **Syntech Fuel Master FM Live System** | **$11,018.70** |
| **VR-1 Pulser Kits** | **$1,224.00** |
| **Installation & Start Up** | **$12,156.11** |
| **8.25% Sales Taxes:** | **(TAX EXEMPT)** |
| **Total:** | **$24,398.81** |

**Exclusions**:

1. Repair or replacement fueling dispensers.
2. Repair or replacement of fuel dispenser hardware
3. Electrical from building for new FMS systems (designated power required).
4. Celluar Network for Cloud Hosting
5. Supply or Installation of Aim/ Telematic Units
6. Tank Monitor System
7. New Electrical Fuel Panel
8. Repairs to existing electrical or main service.

**THIS OFFER MAY BE WITHDRAWN OR REVISED BY JF PETROLEUM GROUP IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF JF PETROLEUM GROUP'S SIGNATURE BELOW.**

**PSI JF PETROLEUM GROUP, INC.**

By: Margarito Escalante Jr Print Name: Margarito Escalante Jr

Title: Sales Representative Date: 6-26-2026

**ACCEPTED FOR**: Port of Corpus Christi

By: _____

Printed Name: _____

Title: _____

Date: _____

Phone Number: _____

JF PETROLEUM GROUP

Innovation that works.

## SourceWell Pricing for Material

Port of Corpus Christi
P.O Box 1541
Corpus Christi, TX 78403
361-882-5633

Location:
Port of Corpus Christi Southside Marina
1741 Navigation Blvd
Corpus Christi, TX 78402

| No. | Description | List Price | Qty. | Sourcewell Pricing | Amount |
|---|---|---|---|---|---|
| **Fuel Management System** | | | | | |
| FMU5765-F2 | Dual Control Prokee/Proximity/AIM FM Live Pedestal Unit | $11,935.00 | 1 | $10,741.50 | $10,741.50 |
| 256838 | Dispenser Interface Resistor- 330 Ohm, 1W | $1.00 | 4 | $.90 | $3.60 |
| 256757 | Dispenser Interface Resistor- 8.2K Ohm, 10W | $21.00 | 4 | $18.90 | $75.60 |
| VR-1 Pulser | VR-1 10:1 Pulser Kit | $680.00 | 2 | $612.00 | $1,224.00 |
| Freight | | $220.00 | 1 | $198.00 | $198.00 |
| Installation Labor | Fuel Management System Installation Labor | $100 Per Hr | 50 | $5,000.00 | $5,000.00 |
| Electrical Labor | Electrical Installation Labor | $6,064.50 | | $7,156.11 | $7,156.11 |



Initials_____

Ver12.1

Southwest Regional Office:
PSI JF Petroleum Group, Inc.
3702 S. Expressway 281
Edinburg, TX 78542

dba JF Petroleum Group

**Equipment Total: $12,242.70**

**Installation Labor- $12,156.11**

**Total: $24,398.81**



Southwest Regional Office:
PSI JF Petroleum Group, Inc.
3702 S. Expressway 281
Edinburg, TX 78542

dba JF Petroleum Group

PETROLEUM GROUP

Innovation that works.

**PSI JF Petro Group, Inc.**

Southwest Reginal Office;
JF Petroleum Group
3702 S Expressway 281
Edinburg Texas 78542
Ph. (956) 686-9582 Fax: (956) 686-0700

June 26, 2026

**Port of Corpus Christi**
**P.O Box 1541**
Corpus Christi, TX 78403
361-882-5633

**Sourcewell Contract#081524-JFA**

Location:
Port of Corpus Christi Bulk Plant
79061 Navigation Blvd
Corpus Christi, TX 78402

**We are pleased to quote the following equipment/material/installation for your consideration.**

1)Syntech Fuel Master FM Live 2- Hose Fuel Management System:
List Price $11,935.00 ea. Sourcewell Price $10,741.50 ea.
4) Dispenser Interface Resistor-330 OHM, 1W List Price $1.00 ea. Sourcewell Price $.90 ea.
4) Dispenser Interface Resistor 8.2K OHM, 10W List Price $21.00 ea. Sourcewell Price $18.90 ea.
Freight: List $220.00, Sourcewell Price $198.00
**Note: Proposal includes 1st year of cloud hosted subscription, each additional year to be paid directly to Fuel Master**
2)Fill Rite Pulser Kits 900CDP Digital Meter 10:1 Digital Pulser: List Price $1,105.00 ea. Sourcewell Price $994.50 ea.

**Installation:**

-to obtain electrical permit and inspections required
-to lockout tagout circuits to existing fuel equipment on-site.
-to rough in (2) 3/4" conduit from existing fuel pump for unleaded and diesel to new Fuel Master FM Live Pedestal
-to rough in (1) 3/4” conduit from existing home run underground conduit to new Fuel Master FMLive Pedestal
-to reuse existing 120v 20a circuit from building fuel panel to new Fuel Master FM Live Pedestal
-install new Fuel Master FMLive Pedestal to monitor existing unleaded and diesel pumps.

_____ initial

-to connect and make all terminations to existing wire and cables to new Fuel Master FMLive Pedestal to monitor existing fuel pumps for unleaded and diesel
-to install new Fill-Rite Digital fuel transfer meter kit with pulse output for existing unleaded pump and existing diesel pump to be monitored by Fuel Master FMLive Pedestal
-to start up new Fuel Master FMLive Pedestal and ensure all operations and communication between existing fuel pumps and FMS are fully operational.
-to provide additional support and training to all authorized personnel
-to close out permits and job pictures

**PRICING:**

| | |
|---|---|
| **Syntech Fuel Master FM Live System** | **$11,018.70** |
| **Fill- Rite Pulser Kits** | **$1,989.00** |
| **Installation & Start Up** | **$7,991.48** |
| **8.25% Sales Taxes:** | **(TAX EXEMPT)** |
| **Total:** | **$20,999.18** |

-

**Exclusions**:

1. Repair or replacement fueling dispensers.
2. Repair or replacement of fuel dispenser hardware
3. Electrical from building for new FMS systems (designated power required).
4. Celluar Network for Cloud Hosting
5. Supply or Installation of Aim/ Telematic Units
6. Tank Monitor System
7. New Electrical Fuel Panel
8. Repairs to existing electrical or main service.

**THIS OFFER MAY BE WITHDRAWN OR REVISED BY JF PETROLEUM GROUP IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF JF PETROLEUM GROUP'S SIGNATURE BELOW.**

**PSI JF PETROLEUM GROUP, INC.**

By: Margarito Escalante Jr Print Name: Margarito Escalante Jr

Title: Sales Representative Date: 6-26-2026

**ACCEPTED FOR**: Port of Corpus Christi

By: _____

Printed Name: _____

Title: _____

Date: _____

Phone Number: _____

JF PETROLEUM GROUP

*Innovation that works.*

## SourceWell Pricing for Material

Port of Corpus Christi
P.O Box 1541
Corpus Christi, TX 78403
361-882-5633

Location:
Port of Corpus Christi Bulk Plant
79061 Navigation Blvd
Corpus Christi, TX 78402

| No. | Description | List Price | Qty. | Sourcewell Price | Ext. Price |
|---|---|---|---|---|---|
| **Fuel Management System** | | | | | |
| FMU5765-F2 | Dual Control Prokee/Proximity/AIM FM Live Pedestal Unit | $11,935.00 | 1 | $10,741.50 | $10,741.50 |
| 256838 | Dispenser Interface Resistor- 330 Ohm, 1W | $1.00 | 4 | $.90 | $3.60 |
| 256757 | Dispenser Interface Resistor- 8.2K Ohm, 10W | $21.00 | 4 | $18.90 | $75.60 |
| 900CDP | 6-40 GPM 4-Digit Digital Fuel Transfer Meter Kit | $1,105.00 | 2 | $994.50 | $1,989.00 |
| Freight | | $220.00 | 1 | $198.00 | $198.00 |
| Installation Labor | Fuel Management System Installation Labor | $100 Per Hr | 40 | $4,000.00 | $4,000.00 |
| Electrical Installation | Electrical Installation Labor | $3,273.02 | | $3,862.16 | $3,862.16 |



Initials_____

Ver12.1

Southwest Regional Office:
PSI JF Petroleum Group, Inc. dba JF Petroleum Group
3702 S. Expressway 281
Edinburg, TX 78542

**Equipment Total: $13,007.70**

**Installation Labor- $7,862.16**

**Total:$ 20,869.86**



Southwest Regional Office:
PSI JF Petroleum Group, Inc.
3702 S. Expressway 281
Edinburg, TX 78542

dba JF Petroleum Group

PETROLEUM GROUP

Innovation that works.

**PSI JF Petro Group, Inc.**

Southwest Reginal Office;
JF Petroleum Group
3702 S Expressway 281
Edinburg Texas 78542
Ph. (956) 686-9582 Fax: (956) 686-0700

June 26, 2026

**Port of Corpus Christi**
**P.O Box 1541**
Corpus Christi, TX 78403
361-882-5633

**Sourcewell Contract#081524-JFA**

**We are pleased to quote the following equipment/material/installation for your consideration.**

205)Syntech Fuel Master AIM FS Kit
List Price $198.00 ea. Sourcewell Price $178.20 ea. Subtotal: $36,531.00

25) Syntech Fuel Master AIM FS Outdoor Kit
List Price $235.62 ea. Sourcewell Price $212.06 ea Subtotal: $ 5,301.50

1) Syntech Fuel Master Project Management
List Price $350 Sourcewell Price $315. Subtotal:$315.00

Freight: List Price: $2.50 ea. Sourcewell Price: $2.25 ea. Subtotal- $517.50

**Installation:**
97) AIM FS Fleet Installation to Port of Corpus Christi Fleet Vehicles

104) AIM FS Special Fleet Installation to Port of Corpus Christi Fleet Vehicles and Assets

9) AIM FS Installation for Marina

**PRICING:**

| | |
|---|---|
| **Syntech Fuel Master FM Live System Aim Kits** | **$42,665.00** |
| **Installation & Start Up** | **$56,545.60** |
| **8.25% Sales Taxes:** | **(TAX EXEMPT)** |
| **Total:** | **$99,210.60** |

-

_____ initial

**Exclusions**:

1. Repair or replacement fueling dispensers.
2. Repair or replacement of fuel dispenser hardware
3. Electrical from building for new FMS systems (designated power required).
4. Celluar Network for Cloud Hosting
5. Supply or Installation of Aim/ Telematic Units
6. Tank Monitor System
7. New Electrical Fuel Panel
8. Repairs to existing electrical or main service.
9. Repair to existing Port of Corpus Christi Vehicles

**THIS OFFER MAY BE WITHDRAWN OR REVISED BY JF PETROLEUM GROUP IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF JF PETROLEUM GROUP'S SIGNATURE BELOW.**

**PSI JF PETROLEUM GROUP, INC.**

By: Margarito Escalante Jr Print Name: Margarito Escalante Jr

Title: Sales Representative Date: 6-26-2026

**ACCEPTED FOR**: Port of Corpus Christi

By: _____

Printed Name: _____

Title: _____

Date: _____

Phone Number: _____

**PROPOSAL NO. 2-ME-YHA3962-1 Rev 1A**

JF PETROLEUM GROUP

*Innovation that works.*

## Syntech Fuel Master Aim Kit Sourcewell Pricing

**Port of Corpus Christi**
**P.O Box 1541**
**Corpus Christi, TX 78403**
**361-882-5633**

| No. | Description | List Price | Qty. | Sourcewell Price | Ext. Price |
|---|---|---|---|---|---|
| | | | | | **Fuel Management System** |
| 241E0100 | AIM FS Kit | $198.00 | 205 | $178.20 | $36,531.00 |
| 241E0200 | AIM FS Outdoor Kit | $235.62 | 25 | $212.06 | $5,301.50 |
| PMLiveBA/2+BI+ Cell | Project Management | $350.00 | 1 | $315.00 | $315.00 |
| Freight | | $2.50 | 230 | $2.25 | $517.50 |
| | | | | **Equipment Subtotal:** | **$42,665.00** |

| No. | Description | Cost | Qty. | Cost + 18% | Ext. Price |
|---|---|---|---|---|---|
| | | | | | **Programming Installation** |
| AIM FS Fleet Installation: | | $155.00 | 97 | $182.90 | $17,741.30 |
| AIM FS Special Fleet Install: | | $175.00 | 104 | $206.50 | $21,476.00 |
| AIM FS Installation Marina: | | $465.00 | 9 | $548.70 | $4,938.30 |
| DUS Travel & Lodging: | | $8,400.00 | 1 | $9,912.00 | $9,912.00 |
| Consumables: | | $10.00 | 210 | $11.80 | $2,478.00 |
| | | | | **Programming Subtotal:** | **$56,545.60** |
| | | | | **Project Total:** | **$99,210.60** |



Southwest Regional Office:
PSI JF Petroleum Group, Inc.
3702 S. Expressway 281
Edinburg, TX 78542

dba JF Petroleum Group

PETROLEUM GROUP

Innovation that works.

PSI JF Petro Group, Inc.

Southwest Reginal Office;
JF Petroleum Group
3702 S Expressway 281
Edinburg Texas 78542
Ph. (956) 686-9582 Fax: (956) 686-0700

June 26, 2026

**Port of Corpus Christi**
**P.O Box 1541**
Corpus Christi, TX 78403
361-882-5633

**Sourcewell Contract#081524-JFA**

**We are pleased to quote the following equipment/material/installation for your consideration.**

3) Annual Subscription Service for Fuel Master FM Live Pedestal Card Readers
List Price: $2,352.00 ea  Sourcewell Pricing: $2,116.80. Subtotal: $6,350.40

3) FM Live Setup & Activation One-Time Fee
List Price: $299.33 ea. Sourcewell Pricing: $269.39 ea. Subtotal: $808.17

3) FM Live Project Management One-Time Fee
List Price: $366.75 ea. Sourcewell Pricing: $330.07. Subtotal:$990.21

3) FM Live Database Construction/Conversion One-Time Fee
List Price: $783.33 ea. Sourcewell Pricing: $704.99 ea. Subtotal :$2,114.97

**PRICING:**

| | |
|---|---|
| **Syntech Fuel Master FM Live System Subscription Pricing** | **$10,263.75** |
| **8.25% Sales Taxes:** | **(TAX EXEMPT)** |
| **Total:** | **$10,263.75** |

-

**Exclusions**:

1. Repair or replacement fueling dispensers.
2. Repair or replacement of fuel dispenser hardware
3. Electrical from building for new FMS systems (designated power required).
4. Celluar Network for Cloud Hosting
5. Supply or Installation of Aim/ Telematic Units
6. Tank Monitor System
7. New Electrical Fuel Panel

_____ initial

8. Repairs to existing electrical or main service.
9. Repair to existing Port of Corpus Christi Vehicles

**THIS OFFER MAY BE WITHDRAWN OR REVISED BY JF PETROLEUM GROUP IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF JF PETROLEUM GROUP'S SIGNATURE BELOW.**

**PSI JF PETROLEUM GROUP, INC.**

By: Margarito Escalante Jr Print Name: Margarito Escalante Jr

Title: Sales Representative Date: 6-26-2026

**ACCEPTED FOR**: Port of Corpus Christi

By: _____

Printed Name: _____

Title: _____

Date: _____

Phone Number: _____

**PROPOSAL NO. 2-ME-YHA3962-1 Rev 1A**

JF PETROLEUM GROUP

*Innovation that works.*

**SourceWell Pricing- Syntech FM Live Subscription Pricing**

**Port of Corpus Christi**
**P.O Box 1541**
**Corpus Christi, TX 78403**
**361-882-5633**

| No. | Description | List Price | Qty. | Sourcewell Price | Ext. Price |
|---|---|---|---|---|---|
| | | | | **Fuel Management System Subscriptions** | |
| FMLiveBA/3+BI | Annual Subscription Service | $2,352.00 | 3 | $2116.80 | $6,350.40 |
| CloudBA/3 | FMLive Setup & Activation One-Time | $299.33 | 3 | $269.39 | $808.17 |
| PMLiveBA/3+BI+Cell | FMLive Project Management One-Time | $366.75 | 3 | $330.07 | $990.21 |
| FMLive-DB-Construct | FMlive Database Construction/Conversion One- Time | $783.33 | 3 | $704.99 | $2,114.97 |
| | | | | **Total:** | **$10,263.75** |

# Port of Corpus Christi Authority
## Procurement Department
### Price Verification Worksheet
### Contract - Sourcewell 081524-JFA
### Discount 10% & Cost + 18%

**Staff:** Melinda Licon
**Date:** 03/26/2026
**Quotation #:**
**Vendor:** JF Petroleum Group
**Total Cost:** $181,749.32

| Line No. | Item No. or Description | Part No | Quantity | List Price | Quoted Price | Extended Cost | Discount | Actual Discount % |
|---|---|---|---|---|---|---|---|---|
| 1 | **MAINTENANCE FACILITY** | | | | | | | |
| 2 | Dual Control Prokee/Proximity/AIM FM Live Pedestal Unit | FMU5765-F8 | 1 | $12,956.00 | $11,660.40 | $11,660.40 | 10% | 10.00% |
| 3 | Dispenser Interface Risistor-330 Ohm 1W | 256838 | 4 | $1.00 | $0.90 | $3.60 | | 10.00% |
| 4 | Dispenser Interface Resistor 8.2K Ohm 10W | 256757 | 4 | $21.00 | $18.90 | $75.60 | | 10.00% |
| 5 | 6-40 GPM 4-Digit Fuel Transfer Meter | FR900CDP | 4 | $1,105.00 | $994.50 | $3,978.00 | | 10.00% |
| 6 | 110V Pulser Output | IC SP1-110-SO | 1 | $266.13 | $239.52 | $239.52 | | 10.00% |
| 7 | Freight | | 1 | $220.00 | $198.00 | $198.00 | | 10.00% |
| 8 | Fuel Management System Installation | Install Labor | 60 | $100.00 | $100.00 | $6,000.00 | | 0.00% |
| 9 | Fuel Management System Electrical Installation | Electric Labor | 1 | $4,111.17 | $4,851.18 | $4,851.18 | | -18.00% |
| 10 | **SOUTHSIDE MARINA** | | | | | | | |
| 11 | Dual Control Prokee/Proximity/AIM FM Live Pedestal Unit | FMU5765-F2 | 1 | $11,935.00 | $10,741.50 | $10,741.50 | | 10.00% |
| 12 | Dispenser Interface Resistor 330 Ohm 1W | 256838 | 4 | $1.00 | $0.90 | $3.60 | | 10.00% |
| 13 | Dispenser Interface Resistor 8.2K Ohm 10W | 256757 | 4 | $21.00 | $18.90 | $75.60 | | 10.00% |
| 14 | VR-1 10:1 Pulser Kit | VR-1 Pulser | 2 | $680.00 | $612.00 | $1,224.00 | | 10.00% |
| 15 | Freight | | 1 | $220.00 | $198.00 | $198.00 | | 10.00% |
| 16 | Fuel Management System Installation | Install Labor | 50 | $100.00 | $100.00 | $5,000.00 | | 0.00% |
| 17 | Electrical Installation | Electric Labor | 1 | $6,064.50 | $7,156.11 | $7,156.11 | | -18.00% |
| B | **BULK TERMINAL** | | | | | | | |
| 19 | Dual Control Prokee/Proximity/AIM FM Live Pedestal Unit | FMU5765-F2 | 1 | $11,935.00 | $10,741.50 | $10,741.50 | | 10.00% |
| 20 | Dispenser Interface Resistor - 330 Ohm, 1W | 256838 | 4 | $1.00 | $0.90 | $3.60 | | 10.00% |
| 21 | Dispenser Interface Resistor - 8.2K Ohm 10W | 256757 | 4 | $21.00 | $18.90 | $75.60 | | 10.00% |
| 22 | 6-40 GPM 4-Digit Fuel Transfer Meter Kit | 900CDP | 2 | $1,105.00 | $994.50 | $1,989.00 | | 10.00% |
| 23 | Freight | | 1 | $220.00 | $198.00 | $198.00 | | 10.00% |
| 24 | Fuel Management System Installation | Install Labor | 40 | $100.00 | $100.00 | $4,000.00 | | 0.00% |
| 25 | Electrical Installation | Electric Labor | 1 | $3,273.02 | $3,862.16 | $3,862.16 | | -18.00% |
| 26 | **SYNTECH FUEL MASTER AIM KIT** | | | | | | | |
| 27 | AIM FS Kit | Part 241E0100 | 205 | $198.00 | $178.20 | $36,531.00 | | 10.00% |
| 28 | AIM FS Outdoor Kit | Part 241E0200 | 25 | $235.62 | $212.06 | $5,301.50 | | 10.00% |
| 29 | Project Management | PMLiveBA/2+BI+Cell | 1 | $350.00 | $315.00 | $315.00 | | 10.00% |
| 30 | Freight | | 230 | $2.50 | $2.25 | $517.50 | | 10.00% |
| 31 | AIM FS Fleet Instalaltion | | 97 | $155.00 | $182.90 | $17,741.30 | | -18.00% |
| 32 | AIM FS Special Fleet Install | | 104 | $175.00 | $206.50 | $21,476.00 | | -18.00% |
| 33 | AIM FS Installation Marina | | 9 | $465.00 | $548.70 | $4,938.30 | | -18.00% |
| 34 | DUS Travel & Lodging | | 1 | $8,400.00 | $9,912.00 | $9,912.00 | | -18.00% |
| 35 | Consumables | | 210 | $10.00 | $11.80 | $2,478.00 | | -18.00% |
| 36 | FMLiveBA/3+BI | | 3 | $2,352.00 | $2,116.80 | $6,350.40 | | 10.00% |
| 37 | FMLive Setup & Activation One Time | CloudBA/3 | 3 | $299.33 | $269.39 | $808.17 | | 10.00% |
| 38 | FMLive Project Management One-Time | | 3 | $366.75 | $330.07 | $990.21 | | 10.00% |
| 39 | FMLive Database Construction/Conversion One-Time | | 3 | $783.33 | $704.99 | $2,114.97 | | 10.00% |
| 40 | | | | | | $181,749.32 | | |

PORT CORPUS CHRISTI®

# AGENDA MEMORANDUM

Action Item for Port Commission Meeting of July 21, 2026

**DATE:** July 21, 2026

**TO:** Port Commission

**FROM:** Tony MacDonald
Director of Operations
tmacdonald@pocca.com
361-885-6156

**ANTICIPATED STAFF PRESENTER:** Kaden Bailey
Project Manager

**Award Service Order No. 2 under Master Services Agreement No. 26-02 with Hatch Associates Consultants, Inc. in an amount of $144,128 using standard hourly rates with a ceiling price for engineering design services associated with the Avery Security Station and Canopy Project.**

## SUMMARY:

Staff requests Port Commission approval of Service Order No. 2 under Master Services Agreement No. 26-02 with Hatch Associates Consultants, Inc. in an amount not to exceed $144,128 using standard hourly rates with a ceiling price for engineering design services associated with the Avery Security Station and Canopy Project.

## BACKGROUND:

33 CFR Part 105.255 states designated screening areas [for persons, personal effects, and vehicles] should be covered to provide for continuous operations regardless of weather conditions. Annual security audits conducted at PCCA facilities have identified the Avery Security Station as deficient in meeting this requirement due to the lack of a covered screening area to accommodate inspections.

In 2024, the Port Commission approved a Professional Engineering Services Contract with Hatch associated with the design of new security canopies at the Stroman Security Station and the Avery Security Station. During the preliminary design phase, site constraints including underground pipelines and utilities limited available locations for the proposed canopy foundations causing delays to the design. Additionally, it was brought to PCCA's attention that the required personnel and equipment supported at the Avery Security Station has outgrown the space within the building and additional space is

needed. As a result, the Avery Security Station canopy design was removed from the scope of work and Stroman design efforts were completed separately. A new project was budgeted and approved for the design of a new canopy and for the renovation or replacement of the existing security station building.

Staff solicited a Request for Qualifications for engineering services for various projects in February 2026, including this specific project. From the RFQ submissions, a PCCA evaluation group selected Hatch Associates Consultants, Inc. as the most qualified firm for this project based on evaluation criteria and scoring addressed in the RFQ, which includes qualifications and relevant experience of team personnel, performance and quality of services on prior PCCA projects and/or similar projects, quality assurance and quality control plan, and overall compliance with PCCA guidelines and standards. Hatch Associates Consultants, Inc. has worked on numerous PCCA projects, including design services for access control stations, and has deep familiarity with the existing PCCA security systems.

The engineering services for this project include preliminary design services and subsurface utility engineering. The project scope generally consists of developing three site layouts for the proposed renovated or new security station building along with a new canopy structure to cover the inspection area. Subsurface utility engineering is required to determine the extent of pipeline relocations needed and clear space available for canopy foundations.

To complete these services, staff negotiated a Service Order with Hatch Associates Consultants, Inc. in an amount not to exceed $144,128. These services will be performed in accordance with applicable PCCA standards and all relevant regulatory requirements.

**ALTERNATIVES:**

Continue to operation without a covered inspection station and the current security station building.

**CONFORMITY TO PORT PROCUREMENT POLICY:**

This item complies with PCCA Procurement Policy Section XV. Professional Services Selection & Authorization, Subsection B. Formal Selection Process.

**STRATEGIC ALIGNMENT:**

The project conforms to the PCCA's Strategic Plan 2029: Strategic Goal #3 – Provide Facilities + Services to Meet Customer Needs.

**FINANCIAL IMPACT:**

This project was approved in the 2026 budget.

**STAFF RECOMMENDATION:**

Staff recommends the Port Commission approve Service Order No. 2 under Master Services Agreement No. 26-02 with Hatch Associates Consultants, Inc. in an amount not to exceed $144,128 using standard hourly rates with a ceiling price for engineering design services associated with the Avery Security Station and Canopy Project.

**DEPARTMENTAL CLEARANCES:**

| | |
|---|---|
| Originating Department | Operations |
| Reviewed & Approved | Tony MacDonald |
| Legal | Standard Service Order Template |
| Executive Staff | Kyle Hogan |

**LIST OF SUPPORTING DOCUMENTS:**

Service Order No. 2

**PORT OF CORPUS CHRISTI AUTHORITY**
**OF NUECES COUNTY, TEXAS**
**MASTER SERVICES AGREEMENT NO. 26-02**

**PROJECT NAME: Avery Security Station and Canopy**
**PROJECT NO. 26-316A**
**SERVICE ORDER NO. 2**
**COMMENCEMENT DATE: July 21, 2026**

This Service Order is executed by and between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and Hatch Associates Consultants, 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. 26-02 between PCCA and Engineer, as amended ("**Agreement**"). Upon execution of this Service Order, the Agreement shall be incorporated into and be considered part of this Service Order as if set forth herein in its entirety. Any capitalized terms in this Service Order that are not defined herein shall have the meanings given to them in the Agreement. If there is any inconsistency between the terms of this Service Order and the terms of the Agreement, the terms of this Service Order will control.

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

**1. Description of Specific Project:**

This Project generally includes preliminary design services, underground utility investigations, and site planning for a new covered security complex at Avery Oil Docks.

**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.

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

Not applicable.

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

Not applicable.

## 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**, the parties shall meet the following schedule:

| ACTION | ALLOTTED CAL. DAYS | DUE ON OR BEFORE |
|---|---|---|
| PCCA – COMMENCEMENT DATE | - | 7/21/2026 |
| • **ENGINEER – Draft Preliminary Design Submittal** | **70** | **9/30/2026** |
| PCCA – TEAM REVIEW | 21 | 10/21/2026 |
| • **ENGINEER – Final Preliminary Design Submittal** | **21** | **11/11/2026** |

***This Service Order will expire on December 31, 2026.***

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:**

Standard Hourly Rates plus Reimbursable Expenses at the rates established in the Master Services Agreement No. 26-02 with a Ceiling Price not to exceed the amount below.

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

| Description of Service | Amount |
|---|---|
| **BASIC SERVICES:** | |
| Preliminary Design Phase *(A1.01 of Ex. A)* | $ 71,995.00 |
| Final Design Phase *(A1.02 of Ex. A)* – *Not included in this Service Order* | $ 0.00 |
| Bidding Phase *(A1.03 of Ex. A)* – *Not included in this Service Order* | $ 0.00 |
| Construction Phase *(A1.04 of Ex. A)* – *Not included in this Service Order* | $ 0.00 |
| **Subtotal, Basic Services** | **$ 71,995.00** |
| **SUPPORT SERVICES:** | |
| Subsurface Utility Engineering | $ 72,133.00 |
| **Subtotal, Support Services** | **$ 72,133.00** |
| **SUMMARY OF FEES:** | |
| Basic Services Fee | **$ 71,995.00** |
| Support Services Fee | **$ 72,133.00** |
| *Allowance for additional services* *(requires PCCA's written authorization)* | $ - |
| **TOTAL NOT TO EXCEED FEE CEILING PRICE** | **$ 144,128.00** |

**C. 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:**

N. Martinez and Associates

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

Not Applicable.

**8. Insurance Requirements:**

Engineer shall maintain the insurance coverage described in Section 11 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 - Standard Language for Engineer's Services

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

Not Applicable.

## 11. Terms and Conditions

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

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 A. Britton

Title: Chief Executive Officer

Date Signed:_____

**Engineer:**

**Hatch Associates Consultants, Inc.**

By: Damon Jericho (Jul 14, 2026 10:54:52 EDT)

Name: Damon Jericho

Title: USA Reg. Director, Transportation

Date Signed: 07/14/2026

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

**Address for giving notice:**
750 Town & Country Blvd., Suite 650
Houston, Texas 77024

**PCCA's Designated Representative:**

Tony MacDonald

Title: Director of Operations

Phone Number: 361-946-6130

E-Mail: tmacdonald@pocca.com

**Engineer's Designated Representative:**

Mike Lai

Title: Regional P&T Lead

Phone Number: 832-860-5679

E-Mail: mike.lai@hatch.com

**PCCA's Project Manager:**

Kaden Bailey

Title: Project Manager

Phone Number: 361-558-8382

E-Mail: kbailey@pocca.com

**EXHIBIT A**
**Standard Language for Engineer's Services**

This Project generally includes preliminary design services, underground utility investigations, and site planning for a new covered security complex at Avery Oil Docks. The Consultant'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. Confirm PCCA's operational requirements for the new covered security complex.

2. Engineer will identify up to 3 potential preliminary site layouts and then proceed with the study and evaluation of these potential preliminary site layouts.

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 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.

5. After consultation with PCCA, recommend the preliminary site layouts to PCCA which in Engineer's judgment meet PCCA's requirements for the Specific Project. PCCA shall make the final decision on site layout.

6. 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 subsurface utility engineering.

7. The following specific assumptions and exceptions are noted for the Preliminary Design Phase:

    a. Progress meetings will be held remotely on a bi-weekly schedule.

b. Coordinate with PCCA to receive record data related to underground infrastructure and attempt to identify ownership, approximate location, and approximate depth.

c. Coordinate with PCCA to receive record data related to land ownership and attempt to identify property corners.

d. Identify limits of potential work area for subsurface utility exploration for the collection of subsurface infrastructure details.

e. Conduct a site visit for site study and collection of field measurements necessary to develop preliminary layouts.

f. Conduct multiple days of site visits alongside the SUE team and provide real-time professional guidance as utilities are located.

g. The feasibility of multiple structural solutions will be evaluated including piled and matted solutions. Due to the preliminary nature of this phase, calculations will not be sealed and submitted.

h. Preliminary discussions about the Guard Booth identified the need for 2 personnel, IT equipment, a restroom, and a small nook that includes space and plugs for a microwave, coffee maker, mini fridge, and other break area essentials.

i. Preliminary discussions about the Covered Canopy identified an approximate size of 35 feet by 80 feet.

j. Preliminary discussions about the Security Complex Concept of Operations identified the need for a possible truck reject solution and a potential pre-stop with a sign to wait until directed into the complex.

k. Detailed Engineering, Architectural, and Environmental Design Services are not included.

l. Topographic Design Services are not included and an overlay on a publicly available image will be used for the preliminary site layouts.

m. Geotechnical Investigations, Traffic Control Planning, Area Traffic Studies, Area Drainage Studies, Permitting Services, and Regulatory Agency Coordination Services are not included.

n. Changes due to PCCA PM's request for redesign, or any changes due to unforeseen site conditions shall be negotiated as additional services.

o. PCCA shall provide Engineer with all underground pipeline information that is available to them, including the most recent updates produced by the channel deepening project.

p. Coordination and design of pipeline and other underground utility relocation is not included.

8. Prepare Preliminary Design Phase documents consisting of up to 3 potential preliminary site layouts, delivered in both AutoCAD and PDF formats – one 11x17 exhibit for each layout. Deliverables will also include a consolidated package of SUE and PCCA provided pipeline information combined to together as a digital reference file. In addition, AACE Class 5 (ROM) Opinion of Probable Construction Cost (OPCC) will be provided for each potential preliminary site layout, delivered in PDF format.

9. In accordance with the time allotted in the Contract Schedule, furnish the interim review copy of the preliminary site layouts to PCCA, and review them with PCCA. Provide AutoCAD Civil 3D files of the layouts and Survey or other exhibits when applicable. The interim review copy 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.

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

11. In accordance with the time allotted in the Contract Schedule, revise the interim preliminary site layouts and any other Preliminary Design Phase deliverables in response to PCCA's comments, as appropriate, and furnish final 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.

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 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 submittal and the deliverables contained in the submittal.

2. Preliminary Design Phase documents as described in A1.01A above.

3. Reference documents such as SUE reports, historical record drawings, and utility records. Include applicable reference documents in the digital reference file.

4. Provide written responses to interim review comments with the final deliverables.

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

**A1.02 Final Design Phase – Not included**

**A1.03 Bidding or Proposal Negotiating Phase – Not included**

**A1.04 Construction Phase - Not included**

## PART 2 – SUPPORT SERVICES

**A2.01 Support Services For this Contract Include:**

A. **Subsurface Utility Engineering (SUE)**: Provide necessary SUE services for Engineer's preliminary design purposes.

1. Designating – SUE Quality Level B designating services are included for an approximate 2.8 acre area surrounding the existing guard booth and security entrance. Record and mark the horizontal location of the existing toneable utilities using non-destructive surface geophysical techniques.

   a. Locations are assumed to be accessible by normal methods with no matting, grading, clearing, or removal of structures needed. PCCA will provide right of entry to all property and any utility easements (if required). It is assumed that permits are not required for this project.

   b. Perform Record Research to obtain utility information for site. Identify utilities and mark them in the field. PCCA to provide any utility as-built records, easement documents, and contact information that are available.

   c. Ground Penetrating Radar (GPR) services are not included.

   d. Culverts, irrigation, empty conduits, and overhead lines will not be designated. Storm drainpipe will have limited investigation at access points, depending on depth and any built-up sediment.

e. Telecom full duct bank mapping and inventory, and vault layout, measurements and details are not included.

f. Survey utility field marking and above ground utility features, draft survey data and provide composite utility map as a deliverable. PCCA will provide the base map in AutoCAD format, set to applicable project survey control information.

2. Vacuum Excavation – SUE Quality Level A test holes are included for a maximum of 10 test holes.

   a. If test holes are in pavement, neatly cut and remove existing paving. Specialty coring of pavement is not included.

   b. Excavation will be to a maximum depth of 11 feet deep and provisions for excessive ground water, flooded swales, or other ground and surface water issues are not included.

   c. Test holes will be backfilled with excavated material, compact in lifts, and restore pavement with compacted asphalt cold patch or bag-mix concrete. Special backfill or surface restoration is not included.

   d. Survey utility test hole locations and provide base survey map in AutoCAD, as well as the applicable project survey control information.

   e. Final deliverable will be a sealed test holes data sheet package showing utility depth, size, and material, condition of the line, type of soil for each location, as appropriate and as site conditions allow.

   f. Standard traffic control measures will be performed with short-term signage and cones. Traffic control beyond this is not included.

# Service Order No 2

Final Audit Report 2026-07-14

| | |
|---|---|
| Created: | 2026-07-14 |
| By: | Annette Mendoza (amendoza@pocca.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAALT5v1vOg2rRUMM_MSgrYTW_qUXuATXG |

## "Service Order No 2" History

Document created by Annette Mendoza (amendoza@pocca.com)
2026-07-14 - 2:45:46 PM GMT- IP address: 64.183.208.115

Document emailed to damon.jericho@hatch.com for signature
2026-07-14 - 2:46:24 PM GMT

Email viewed by damon.jericho@hatch.com
2026-07-14 - 2:47:47 PM GMT- IP address: 104.47.75.190

Signer damon.jericho@hatch.com entered name at signing as Damon Jericho
2026-07-14 - 2:54:50 PM GMT- IP address: 12.76.46.214

Document e-signed by Damon Jericho (damon.jericho@hatch.com)
Signature Date: 2026-07-14 - 2:54:52 PM GMT - Time Source: server- IP address: 12.76.46.214 - Signature Appearance Selected: TYPE

Agreement completed.
2026-07-14 - 2:54:52 PM GMT