



**Notice of Port Commission meeting of the  
Port of Corpus Christi Authority of Nueces County, Texas, on  
Tuesday, August 15, 2023, at 9:00 AM  
In the Nueces Room at the Solomon P. Ortiz International Center  
402 Harbor 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/](https://portofcc.com/about/commission/commission_agendas/)**
- \* *Under the Upcoming Events heading click on "In Progress" for the Port Commission Meeting on August 15, 2023. (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 Harbor 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 Tana Neighbors at 885-6129 at least 48 hours in advance so that appropriate arrangements can be made.**

**PUBLIC NOTICE** is given that the Commission may go into executive session at any time during the meeting - *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 from the July 18, 2023 Port Commission meeting.  
[July 2023 Port Commission Meeting Minutes](#)
- 6.b. Approve minutes from the July 26, 2023 Special Port Commission meeting.  
[July 26, 2023 Special Commission Meeting Minutes](#)
- 6.c. Approve minutes from the August 2, 2023 Special Port Commission meeting.  
[August 2 2023 Special Commission Meeting Minutes](#)

**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. Receive presentation on Bluewater Texas Terminal from Joe Taylor, Managing Director Midstream Business Development, Philips 66.  
[BWTX Presentation for POCCA Aug2023](#)
- 9.b. Receive presentation from Beatrix Charo, City of Robstown on the Robstown Improvement Development Corporation.
- 9.c. Receive update on the Corpus Christi Ship Channel Improvement Project

from Dan Koesema, Director of Channel and DMPA Development.  
[CIP Project Update Presentation Aug 2023.pdf](#)

- 9.d. Receive presentation on Environmental Precepts in Action by Sarah Garza, Director of Environmental Planning & Compliance.  
[Environmental Precepts in Action.pdf](#)

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

- 10.a. Receive and approve PCCA's Second Quarter 2023 Financial Report.  
[CM - Q2 2023 Financial Report August 15 2023.pdf](#)  
[PCCA Financial\\_Review\\_Q2 June 2023.pdf](#)
- 10.b. Receive and approve PCCA's Second Quarter 2023 Investment Report.  
[CM - Q2 2023 Investment Report August 15 2023.pdf](#)  
[Port of CC Investment Report Q2 2023.pdf](#)
- 10.c. Award a construction contract to Russell Marine LLC in the amount of \$4,662,135, the lowest and best bidder based on bids received on August 1, 2023, for the Cargo Dock 9 structural repairs project.  
  
[CD9 Award - 1-Memo.docx](#)  
[CD9 Award - 2-Exhibit.pdf](#)  
[CD9 Award - 3-Results.pdf](#)
- 10.d. Approve a Relocation and Reimbursement Agreement with the City of Corpus Christi for the relocation of two 16-inch pipelines (E22 and E23) associated with the construction of the Corpus Christi Ship Channel Improvement Project.  
[City of CC - 1-Memo](#)  
[City of CC - 2-Agreement](#)  
[City of CC - 3-Exhibit.pdf](#)
- 10.e. Approve a Consulting Services Contract with The Acceleration Agency for the development and implementation of an Active Digital Twin in the amount of \$1,200,000 utilizing a \$900,000 award from Port Security Grant Program with a PCCA local share of \$300,000.  
[Digital\\_Twin\\_Commission\\_Memo\\_Final.pdf](#)  
[TAA Consulting Service Contract.pdf](#)
- 10.f. Approve a Consulting Services Contract with Burns & McDonnell Engineering Company, Inc. for the development and implementation of a Pilot Enterprise Asset Management (EAM) System for Avery Point Oil Dock 3 (Project No. 18-044C) in the amount of \$674,599, funded by MARAD PIDP grant award of \$539,679 (80%), PCCA share \$134,910 (20%).  
[Commission\\_Memo\\_Asset\\_Management\\_RFP\\_Final\\_August.pdf](#)  
[2023 1898 Co CSC - FINAL\\_Signed\\_Revised.pdf](#)

[Asset\\_Management\\_Contract\\_August\\_2022\\_d1.pptx](#)

- 10.g. Approve a professional service contract with CLK Architects & Associates in an amount not to exceed \$845,830 for architectural and engineering services associated with the new maintenance facility and site improvements project.  
[Memo\\_-\\_New\\_Maintenance\\_Facility\\_CLK\\_081023.pdf](#)  
[PSC - New Maintenance Facility - CLK Signed.pdf](#)

**11.Consent Agenda Items for Collective Action** - *The following agenda items are matters of a routine or administrative nature or matters involving the expenditure of less than \$250,000. The Port Commissioners have been furnished with supporting documentation and staff's recommendation for each of the following items. All Consent Agenda items will be approved, in accordance with the respective staff recommendations, by one vote without being discussed separately unless a Port Commissioner requests otherwise.*

- 11.a. Approve Renewal of Annual Membership with the American Association of Port Authorities (AAPA) in the amount of \$79,080 for the period 07/01/23 - 6/30/24.  
[2024\\_AAPA\\_Dues\\_Renewal\\_-\\_Comm\\_Ltr\\_August\\_2023](#)  
[AAPA Invoice](#)
- 11.b. Award a unit price contract to ADK Environmental, Inc., the lowest and best bidder, for bids received on August 4, 2023, for Port-wide stormwater system maintenance in the amount of \$200,000 for the initial twelve (12) month term with the option to renew in twelve (12) month increments for two (2) additional years at a maximum cost of \$200,000 per year.  
[Stormwater Maintenance Award - 1-Memo.pdf](#)  
[Stormwater Maintenance Award - 2-Exhibit.pdf](#)  
[Stormwater Maintenance Award - 3-Results.pdf](#)
- 11.c. Approve Service Order No. 3 under Master Services Agreement No. 21-03 with Mott MacDonald, LLC in an amount not to exceed \$45,203 for additional services associated with the Ingleside-on-the-Bay passing vessel hydrodynamic modeling study.  
[Mott - 1-Memo](#)  
[Mott - 2-Service Order](#)
- 11.d. Approve a Third Amendment and Supplement of Consulting Services Agreement in the amount of \$50,000 with David Miller and Associates for additional tasks related to the development of a Project Management Plan for the La Quinta Channel Expansion Project.  
[DMA - 1-Memo](#)  
[DMA - 2-Agreement](#)

- 11.e. Approve a change order and increase in contingency in the amount of \$126,984.87 with DLF Two, Inc. d/b/a DLF Texas for the Security Command and Control Center remodel and improvements project for additional painting and flooring not included in the original scope of work.
- [SCC CO - 1-Memo.docx](#)  
[SCC CO - 2-CO.pdf](#)
- 11.f. Approve purchase of Projectmates Construction Program Management Software-as-a-Service from Systemates, Inc., through The Interlocal Purchasing System (TIPS) contract #230105 at a cost of \$127,308.35 for first year implementation and professional services and \$70,186.19 for second year renewal.
- [Projectmates - 1-Memo.docx](#)  
[Projectmates - 2-Proposal.pdf](#)
- 11.g. Adopt Resolution amending the Port of Corpus Christi's authorized representatives to Texpool.
- [CM - Approve Resolution Amending Authorized Representatives with Texpool Aug 15 2023.pdf](#)  
[Texpool Resolution Amending Authorized Representatives.pdf](#)
- 11.h. Approve purchase of additional hardware and licenses for in-vehicle camera systems, equipment tracking, and vehicle telematics with Samsara, Inc. through Sourcewell contract #020221-SAM for \$41,670.20.
- [2023 Purchase of addition Samsara Equipment - CM](#)  
[Port of Corpus Christi - CM Quote](#)  
[Port of Corpus Christi -W\\_O CM'S](#)
- 11.i. Approve a purchase contract with Motorola Solutions in the amount of \$64,456.40 using DIR Contract # TX-DIR-TSO-4101 to upgrade PCCA's Police Department Body Worn Camera (BWC) system to the current supported model.
- [Port PD BWC Upgrade.pdf](#)  
[Motorola Quote 2250225.pdf](#)
- 11.j. Approve First Amendment to Development Services Agreement with San Patricio Economic Development Corporation increasing 2023 consideration by \$110,000 to expand market strategy and business development outreach and fund 2023 San Patricio County Industrial Growth Plan Study.
- [Commission\\_Memo\\_1st Amendment DSA SPEDC](#)  
[SP Amendment](#)

## 12. Interim Chief Executive Officer Comments

- 12.a. Receive the Interim 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, Trade Development, Communications, Community Relations, Finance, 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 Government Code in parenthesis at the end of such matter, and (2) any other items on today's agenda that the presiding officer of the meeting has announced will be considered in this executive session (collectively, the "Executive Session Agenda Items"). The Port Commission may take action in open session after the executive session on any of the Executive Session Agenda Items. The Port Commissioners will deliberate the purchase, exchange, lease or value of real property in executive session only if deliberation in an open meeting would have a detrimental effect on PCCA's position in negotiations with a third person.*

- 13.a. Legal advice from counsel regarding the State Office of Administrative Hearing contested case hearing on PCCA's Draft Water Use Permit No. 13630 for the La Quinta Proposed Desalination Plant pending at the State Office of Administrative Hearing. (§551.071)
- 13.b. Deliberate the acquisition, lease, and value of real property in Nueces County and San Patricio County. (§551.072)
- 13.c. Legal advice from counsel in connection with Cause No. 2018CCV-60780-4, in the Nueces County Court at Law No. 4, PCCA, Plaintiff v. The Port of Corpus Christi LP, et al, Defendant. (§551.071)
- 13.d. Legal advice regarding PCCA's rights and obligations under its Lease Agreement with ArcelorMittal Texas HBI LLC, and deliberate the offer of a financial or other incentive to ArcelorMittal to expand its operations here. (§551.071 and §551.087)

**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 the engagement of Jorge C. Rangel and The Rangel Law Firm, P.C.,

as additional counsel in connection with Cause No. 2018CCV-60780-4, in the Nueces County Court at Law No. 4, PCCA, Plaintiff v. The Port of Corpus Christi LP, et al, Defendant.

[CORPUS-#352617-v1-Commission\\_Memo\\_for\\_the\\_Rangel\\_Law\\_Firm Rangel Engagement Agreement](#)

## **15.Adjourn**

**OFFICIAL MINUTES OF PORT COMMISSION MEETING  
July 18, 2023**

The Port Commissioners of the Port of Corpus Christi Authority convened at the Solomon P. Ortiz International Center, 402 Harbor Drive, Corpus Christi, Texas, on Tuesday, July 18, 2023, at 9:00 a.m., for the regular monthly meeting of the Port Commission.

**Present:** Mr. Charles Zahn  
Mr. David P. Engel  
Mr. Wes Hoskins (*via videoconference*)  
Dr. Bryan Gulley  
Mr. Gabe Guerra  
Mr. Rajan Ahuja  
Ms. Diane Gonzalez

**Present:** Mr. Kent Britton  
Mr. Omar Garcia  
Mr. Jeff Pollack  
Mr. Clark Robertson  
Ms. Brenda Reed  
Mr. Tony MacDonald  
Mr. Tom Mylett  
Ms. Rosaura Bailey  
Mr. Sam Esquivel  
Ms. Natasha Fudge  
Ms. Sarah Garza  
Mr. Mark Gutierrez  
Mr. Dan Koesema  
Mr. Jacob Morales  
Ms. Monique Lerma  
Ms. Sonya Sosa Lopez  
Ms. Leslie Ruta  
Mr. Brooks Lobingier, II  
Mr. Bennie Benavidez  
Mr. Richard Hernandez  
Mr. Daniel Villesca  
Ms. Tana Neighbors  
Mr. Eric Battersby  
Ms. Nelda Olivo  
Mr. Eric Giannamore  
Ms. Lisa Hinojosa  
Mr. Yudi Takizawa  
Mr. Eduardo Belmarez

Ms. Melinda Licon  
Ms. Michelle Hinojosa  
Mr. Russell Cordo  
Ms. Meredith Cerny  
Mr. Harrison McNeil

**Others Present:**

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

Others Present:

Mr. Robert Swize  
    Gulf Coast Compress  
Xavier F. Valverde, Sr.  
    G&H Towing  
Mr. John Green  
    City of Portland  
Mr. Jim Price  
    Price Cattle Company  
Mr. David Krams  
    Lanier  
Ms. Jennifer Colvin  
    Learning Undefeated  
CAPT. Mike Kershaw  
    ACC Pilot Liaison  
Mr. Keith Smith  
    Gulf Compress  
Ms. Dennis Wade  
    San Patricio News  
Ms. Nancy Zuniga  
    MDR  
Ms. Jane Scott  
Mr. Tom Yardley  
    Commissioner  
Mr. Jalyn Stineman  
    Del Mar College  
Ms. Erika Rivera  
    KCS Publication  
Mr. Tom Barker  
Ms. Debbie Anderwald  
    Cleaver Brooks SS  
Jessie Hutchinson  
    TEAM  
Phil Griffith  
Eric Trejo

1. **Meeting called to order**
2. **Safety briefing presented**
3. **Pledge of Allegiance recited**
4. **Invocation given**
5. **Conflict of Interest Affidavits:** None were received.
6. **Minutes**
  - 6a. **Action:** On motion made by Ms. Gonzalez and seconded by Mr. Guerra, the Commission approved the minutes of the June 20, 2023, Port Commission meeting.
7. **Public Comments:** None were received.
8. **Committee Reports**

**Audit Committee:** Mr. Engel reported on the committee's activities since the last regular Commission meeting.

**Long-Range Planning Committee:** Dr. Gulley reported on the committee's activities since the last regular Commission meeting.

**Security Committee:** Dr. Gulley reported on the committee's activities since the last regular Commission meeting.
9. **Presentations:**
  - 9a. The Commission received an update from Jen Colvin, Chief Learning Officer, Learning Undefeated.
  - 9b. The Commission received a Port of Corpus Christi Authority Strategic Plan 2026 update from Jeff Pollack, Chief Strategy and Sustainability Officer, and Leslie Ruta, Director of Planning.
  - 9c. The Commission received a presentation from Commissioner David Engel on the recent Washington, D.C. trip.
10. At 9:40 a.m. Chairman Zahn announced that the Commission would go into executive session pursuant to Sections §551.071, §551.072, §551.074, and §551.087 of the Texas Government Code to deliberate agenda items 10a., 10b., 10c.,10d.,10e., and 10f., which were described in the agenda as follows:

**10a.** Legal advice from counsel regarding the State Office of Administrative Hearing contested case hearing on PCCA's Draft Water Use Permit No. 13630 for the La Quinta Proposed Desalination Plant pending at the State Office of Administrative Hearing. (§551.071)

**10b.** Deliberate the acquisition, lease, and value of real property in Nueces County and San Patricio County. (§551.072)

**10c.** Legal advice from counsel in connection with Cause No. 2018CCV-60780-4, in the Nueces County Court at Law No.4, PCCA, Plaintiff v. The Port of Corpus Christi, LP, et al, Defendant. (§551.071)

**10d.** Legal advice regarding the priority rights of Corpus Christi Polymers, LLC, and POTAC, LLC, to use Public Oil Dock No. 14 and deliberate offering a financial or other incentive to one or both of these companies to continue to do business in the Port of Corpus Christi. (§551.071 and (§551.087)

**10e.** Deliberate leasing real property in Nueces County for alternative energy projects. (§551.072)

**10f.** Deliberate the appointment of the Chief Executive Officer. (§551.074)

**11. Open Session Agenda Items for Individual Action.** At 2:12 p.m. the Commission reconvened into Open Session.

**11a. Ratify the submission of grant applications to the Texas Department of Transportation (TxDOT) Seaport Connectivity Program for three projects, totaling \$14.08M (State share \$10.56M, PCCA share \$3.52M): 1. JFC Improvements at ADM Exit; 2. Mike Carrell Road Access Improvements; 3. Sam Rankin Street Reconstruction:** Staff recommended the Port Commission ratify the submission of grant applications to the Texas Department of Transportation (TxDOT) Seaport Connectivity Program funding for three projects, totaling \$14.08M (State share \$10.56M, PCCA share \$3.52M):

- 1) JFC Improvements at ADM Exit
- 2) Mike Carrell Road Access Improvements
- 3) Sam Rankin Street Reconstruction

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

**11b. Authorize staff to apply to the United States Department of Transportation (USDOT) Reduction of Truck Emissions at Port Facilities (RTEPF) Grant Program for the Truck Appointment and Public Information Network Nodes (TAPINN) project, totaling \$2M (Federal share \$1.6M, PCCA**

**share \$350K, ADM contribution \$50K**): Staff recommended the Port Commission authorize staff to apply for \$1.6M through the United States Department of Transportation (USDOT) Reduction of Truck Emissions at Port Facilities (RTEPF) grant program for the Truck Appointment and Public Information Network Nodes (TAPINN) project.

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

**11c. Approve purchase of eCivis Grants Network Software-as-a-Service Subscription for three years and Implementation/Professional Services for the first year through Texas DIR Contract No. DIR-TSO-4288 with Carahsoft for a total cost of \$114,915**: Staff recommended the Port Commission approve the purchase eCivis' Grants Network Software-as-a-Service subscription for three years and Implementation/Professional Services for the first year through Texas DIR Contract No. DIR-TSO-4288 with Carahsoft for a total cost of \$114,915.

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

**11d. Adopt resolution authorizing the disposition of Port of Corpus Christi fire barge, Robert Driscoll fireboat, and all associated appurtenances**: On motion made by Mr. Ahuja and seconded by Dr. Gulley, the Commission adopted the resolution authorizing the disposition of the salvage or surplus marine fighting assets. The resolution in its entirety, is attached to these minutes as **ATTACHMENT ONE**.

**11e. Approve an amendment to a service order with HDR Engineering, Inc., under Master Services Agreement No. 21-04, in the amount of \$715,388 for preliminary engineering services up to 30% design, associated with the Ingleside Terminal project**: Staff recommended approval of an amendment to a service order with HDR Engineering, Inc., under Master Services Agreement No. 21-04, in the amount of \$715,388 for preliminary engineering services up to 30% design associated with the Ingleside Terminal project.

**Action**: On motion made by Mr. Engel and seconded by Mr. Ahuja, the Commission approved staff's recommendation. Ms. Gonzalez voted no on this item.

**11f. Approve a service order with Ardurra Group, Inc., under Master Services Agreement No. 22-01, in the amount of \$357,315 for engineering services associated with the Rincon West laydown yard project**: Staff recommended approval of a service order with Ardurra Group, Inc., in the amount of \$357,315 for engineering services associated with the Rincon west laydown yard project.

**Action:** On motion made by Mr. Engel and seconded by Dr. Gulley, the Commission approved staff's recommendation.

**11g. Resolution approving seven real estate sales contracts between the Port of Corpus Christi Authority of Nueces County, Texas, as purchaser, with various owners, as sellers, and authorizing the execution of the contracts and related closing documents related to the parcels within the Hillcrest, Citizens, and Shoreline Park additions to the City of Corpus Christi, and Nueces Bay Heights, a subdivision of the City of Corpus Christi and approving matters related thereto:** On motion made by Mr. Ahuja and seconded by Mr. Hoskins, the Commission adopted the resolution. The resolution in its entirety, is attached to these minutes as **ATTACHMENT TWO.**

**11h. Resolution amending the Port Commission resolution authorizing the Interim Chief Executive Officer to acquire tax foreclosure properties in the Hillcrest and Washington Coles neighborhoods of the City of Corpus Christi and approving matters related thereto:** On motion made by Mr. Guerra and seconded by Mr. Ahuja, the Commission adopted the resolution. The resolution in its entirety, is attached to these minutes as **ATTACHMENT THREE.**

**11i. Adopt a resolution approving two real estate sales contracts between the Port of Corpus Christi Authority of Nueces County, Texas, as purchaser, with various owners, as sellers, and authorizing the execution of the contracts and related closing documents related to land under contract in Nueces County and approving matters related thereto:** On motion made by Mr. Ahuja and seconded by Mr. Guerra, the Commission adopted the resolution. The resolution in its entirety, is attached to these minutes as **ATTACHMENT FOUR.**

**11j. (1) Approve Fourth Amendment of Lease Agreement between the Port of Corpus Christi Authority (PCCA) and Gulf Compress:** Staff recommended approval of the Fourth Amendment of Lease Agreement between PCCA and Gulf Compress.

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

**(2) Authorize purchase of all-risk property insurance with Carlisle Insurance for leasehold improvements in the amount of \$304,114.08:** Staff recommends authorization to purchase all-risk property insurance with Carlisle Insurance for leasehold improvements in the amount of \$304,114.08.

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

**12. Consent Agenda Items:** Dr. Gulley 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. Guerra seconded the motion and the motion passed without objection.

**12a.** By approval of the Consent Agenda Motion the Commission approved a Consulting Services Contract with Tricord Consulting, LLC, for an amount not to exceed \$71,200 for consulting services on a time and materials basis related to modifying the air permit at the Bulk Terminal, creating additional operational flexibility, and expanding cargo movements.

**12b.** By approval of the Consent Agenda Motion the Commission approved a three-year purchase contract with SHI International Corp., in the amount of \$114,143 for ISO 27001 audit services to be performed by A-LIGN Compliance and Security, Inc., using National Intergovernmental Purchasing Alliance Company (d/b/a Omnia Partners Public Sector) Contract #2018011-02.

**12c.** By approval of the Consent Agenda Motion the Commission approved Amendment No. 1 to Consulting Services Contract with Coastal Cloud, LLC., in an amount not to exceed \$53,000 for a total contract cost of \$138,000, and to extend the period of service from August 31, 2023, to December 31, 2023, for additional Salesforce (PCCA’s Customer Relationship Management program) process improvement programming and training (virtual and in person).

**12d.** By approval of the Consent Agenda Motion the Commission approved a Grazing Lease Agreement with James F. Price, Jr., and Susan P. Price for the use of 205-acres of land located in San Patricio County, Texas.

**12e.** By approval of the Consent Agenda Motion the Commission approved the First Amendment to Consulting Services Contract with Captain Jeremy Kimich for fire protection support services increasing the funding limit from \$45,500 to \$58,500 to allow for ten (10) additional days of work in FY2023.

**12f.** By approval of the Consent Agenda Motion the Commission approved a Professional Consulting / Engineering Services Contract with Freeman Schroeder Architects, LLC, in the amount of \$85,000 associated with bidding of the Ortiz Center interior improvements project and additional kitchen, lobby, and ballroom improvements.

**12g.** By approval of the Consent Agenda Motion the Commission approved an Amendment to Service Order No. 1 with Moffatt & Nichol under Master Services Agreement No. 18-13, in an amount not to exceed \$75,000 for additional engineering services associated with the design, construction, and administration of the Corpus Christi Ship Channel Improvement Project.

**12h.** By approval of the Consent Agenda Motion the Commission granted a Stevedore License to Savage Services Corporation.

**12i.** By approval of the Consent Agenda Motion the Commission awarded a contract to A.M.S.R. Inc. d/b/a AM Services Company in the amount of \$156,111.83 for the purchase and installation of warehouse overhead doors at Cargo Docks 9, 14, and 15.

**12j.** By approval of the Consent Agenda Motion the Commission approved a Purchasing Cooperative Interlocal Agreement with Education Service Center Region 20, to participate in the Purchasing Association of Cooperative Entities (PACE) program.

**12k.** By approval of the Consent Agenda Motion the Commission approved the purchase of one (1) 2024 F550 DRW XL 4WD Crew Cab with 12' flatbed and Autocrane EHC-6 from Caldwell Country Ford with a purchase price of \$133,817.45 utilizing BuyBoard Contract #601-19 for use in the Maintenance Department.

**12l.** By approval of the Consent Agenda Motion the Commission approved a Consulting Services Contract with Acretio, LLC in an amount not-to-exceed \$125,000 for on-call technical assistance with strategic infrastructure planning, conceptual layout, and preliminary cost estimating.

**13. Interim Chief Executive Officer Comments**

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

**14. Adjourn:** On motion duly made and seconded, the meeting adjourned at 2:50 p.m.

## ATTACHMENT ONE

**RESOLUTION AUTHORIZING THE DISPOSITION  
OF SALVAGE OR SURPLUS MARINE FIREFIGHTING ASSETS**

WHEREAS, the Port of Corpus Christi Authority (“PCCA”) owns the “Port of Corpus Christi”, a 110’ fire barge (Official Number 1086839), and the “Robert Driscoll”, a 68’ fireboat (Official Number 655455), both of which are damaged, obsolete, and without further value to PCCA; and

WHEREAS, the “Port of Corpus Christi” and the “Robert Driscoll” are referred to herein collectively as the “Marine Assets”); and

WHEREAS, PCCA no longer has a need for the Marine Assets; and

WHEREAS, Section 62.122 of the Texas Water Code authorizes PCCA’s Port Commission (the “Port Commission”) to periodically dispose of surplus and salvage personal property in the same manner as the commissioners court of a county under Sections 263.151-263.158, Texas Local Government Code; and

WHEREAS, Section 263.151, Texas Local Government Code, defines “salvage property” as personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended; and

WHEREAS, Section 263.151, Texas Local Government Code, defines “surplus property” as personal property that (1) is not salvage property or items routinely discarded as waste, (2) is not currently needed by its owner, (3) is not required for the owner’s foreseeable needs, and (4) possesses some usefulness for the purpose for which it was intended; and

WHEREAS, Section 263.152(a)(1), Texas Local Government Code, allows the commissioners court of a county to periodically sell the county’s surplus or salvage personal property by competitive bid or auction; and

WHEREAS, Section 263.152(a)(3), Texas Local Government Code, allows the commissioners court of a county to order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property by competitive bid or auction and is unable to do so because no bids are made; and

WHEREAS, Section 263.152(a)(4), Texas Local Government Code, further allows the commissioners court of a county to dispose of personal property by donating it to a civic or charitable organization located in the county if the commissioners court determines that: (1) undertaking to sell the property by competitive bid or auction would likely result in no bids or a bid price that is less than the county's expenses required for the bid process; (2) the donation serves a public purpose; and (3) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property; and

WHEREAS, PCCA's staff has recommended to the Port Commission that the Marine Assets be sold by sealed bids or auction, subject to certain terms and conditions provided herein; and

WHEREAS, the Port Commission may designate a representative to conduct the sale of the Marine Assets; and

WHEREAS, it is the opinion of this Port Commission that it would be advisable and in the best interests of PCCA to offer to sell the Marine Assets by sealed bids or auction upon the terms and conditions stated in this Resolution;

NOW, THEREFORE, BE IT RESOLVED, that the Port Commission hereby determines that the Marine Assets are "salvage" or "surplus" personal property as those terms are defined in Section 263.151, Texas Local Government Code; and

BE IT FURTHER RESOLVED, that the Port Commission hereby authorizes the sale of the Marine Assets, in one or more transactions, by sealed bids or by auction; and

BE IT FURTHER RESOLVED, that the Chief Financial Officer and the Director of Procurement Services (each a "Designated Representative") are each hereby severally authorized to sell the Marine Assets by sealed bids or auction to the highest bidder, and in that regard each Designated Representative is hereby authorized (i) to determine the number of transactions in which the Marine Assets will be sold, (ii) to determine which items of Marine Assets will be included in each transaction, (iii) to accept the highest bid for the items included in any transaction, (iv) to reject any bids to purchase the Marine Assets if the Designated Representative finds that to be in the best interests of PCCA, (v) to cause notice of each transaction to be published in accordance with the requirements of Section 263.153, Texas Local Government Code, (vi) to execute a Bill of Sale or other appropriate conveyance document conveying the items in each transaction to the highest bidder in such transaction, and (vii) and to execute, attest, seal, and deliver any and all additional certificates, documents, or other papers and to do any and all things he deems necessary to effect the sale of the Marine Assets in accordance with the intent and purposes of this Resolution; and

BE IT FURTHER RESOLVED, that the bid specifications for sealed bids for the purchase of the Marine Assets shall include without limitation the following terms and conditions, all of which must be complied with or the bid may be rejected:

1. the bids must be sealed and submitted prior to the deadline stated in the published bid notice;
2. the full amount of the purchase price must be paid at closing;
3. each bid must be accompanied by a certified check or cashier's check payable to PCCA in the full amount of the bidder's bid, which will guarantee that the bidder will perform the terms of its bid if it is accepted;

4. the Marine Assets will be conveyed **“as is, where is and with all faults,”** based upon the bidder’s own investigations of the items, and PCCA makes no guarantee and assumes no responsibility for any of the Marine Assets;
5. all sales shall be final on the day of sale;
6. it shall be a condition of sale that all items purchased in a single transaction shall be removed from PCCA’s property (including dockside), by the time specified in the bid specifications for that transaction, and the successful bidder shall bear the sole risk for loss of any items remaining on PCCA’s property past the designated time; and
7. the Port Commission, acting by and through either Designated Representative, reserves the right to reject any or all bids;

BE IT FURTHER RESOLVED, that the Designated Representatives may destroy or otherwise dispose of the Marine Assets as worthless if, after the competitive bid or auction, no bids are made; and

BE IT FURTHER RESOLVED, that Designated Representatives may dispose of Marine Assets by donating it to civic or charitable organizations located within the geographic boundaries of PCCA if (1) undertaking to sell the property by competitive bid or auction would likely result in no bids or a bid price that is less than PCCA’s expenses required for the bid process; (2) the donation serves a public purpose; and (3) the organization will provide PCCA with adequate consideration, such as relieving PCCA of transportation or disposal expenses related to the property; and

BE IT FURTHER RESOLVED, that, notwithstanding anything to the contrary contained in this Resolution, each Designated Representative is hereby authorized to sell any of the Marine Assets to a county or another political subdivision within the geographic boundaries of PCCA without public bidding; and

BE IT FURTHER RESOLVED, that the Designated Representatives shall keep or cause to be kept on behalf of PCCA a record of all Marine Assets sold, donated or disposed of under the authority of this Resolution, and that record shall generally describe the property sold or donated, to whom it was sold or donated, and the amount of money received for each sale.

PASSED AND APPROVED by the Port Commission of the Port of Corpus Christi Authority of Nueces County, Texas, at a Regular Meeting held on the July 18, 2023.

\* \* \* \* \*

**ATTACHMENT TWO**

**RESOLUTION APPROVING SEVEN REAL ESTATE SALES CONTRACTS BETWEEN THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, AS PURCHASER, WITH VARIOUS OWNERS, AS SELLERS, AND AUTHORIZING THE EXECUTION OF THE CONTRACTS AND RELATED CLOSING DOCUMENTS RELATED TO THE PARCELS WITHIN THE HILLCREST, CITIZENS, AND SHORELINE PARK ADDITIONS TO THE CITY OF CORPUS CHRISTI, AND NUECES BAY HEIGHTS, A SUBDIVISION OF THE CITY OF CORPUS CHRISTI AND APPROVING MATTERS RELATED THERETO.**

**WHEREAS**, the Port of Corpus Christi Authority (“*Port Authority*”), the Texas Department of Transportation, the City of Corpus Christi, and the Corpus Christi Housing Authority executed a Four Party Agreement in December 2015 (“*Four Party Agreement*”); and

**WHEREAS**, under the terms of the Four Party Agreement the Port Authority agreed to offer to purchase on a voluntary basis eligible residential and business property in parts of the Hillcrest, Craven Heights, Citizens, Nueces Bay Heights, Shoreline Park, F.L. French and Highlands Additions to the City of Corpus Christi (collectively, the “*Neighborhood*”); and

**WHEREAS**, many properties in the Neighborhood did not meet the eligibility requirements for purchase under the Neighborhood Acquisition Plan described in Exhibit C to the Four Party Agreement (the “*Neighborhood Acquisition Plan*”); and

**WHEREAS**, it is unlikely that the Port Authority will be able to use much of the property it has acquired under the Neighborhood Acquisition Plan without acquiring additional property in the Neighborhood; and

**WHEREAS**, from time-to-time property in the Neighborhood becomes available for purchase; and

**WHEREAS**, the Port Commission has previously determined that the Neighborhood is accessible to the Corpus Christi Ship Channel and that acquisition of property in the Neighborhood will aid in the development of navigation-related industries and businesses on the Port Authority’s property; and

**WHEREAS**, property in the Neighborhood has become available for purchase and the Port Authority, subject to Port Commission Approval in open session, entered into seven real estate sales contracts to acquire the lands (the “**Lands**”) described in Exhibit “A” attached hereto (collectively the “*Real Estate Sales Contracts*”); and

**WHEREAS**, the Port Commission desires to approve of the Real Estate Sales Contracts and authorize the Chief Executive Officer (“*CEO*”) and his designees to purchase the Lands described in the Real Estate Sales Contracts upon the terms described therein without any additional action or approval by the Port Commission;

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

Section 1. The Real Estate Sales Contracts are hereby approved.

Section 2. The CEO is hereby authorized and directed, for and on behalf of the Port Authority, to proceed with the purchase of the Lands described in the Real Estate Sales Contracts upon the terms and conditions set forth therein.

Section 3. The CEO and his designee(s) are each hereby severally authorized and directed, for and on behalf of the Port Authority, to execute, attest, seal, and deliver any and all real estate sales agreements, amendments, closing statements, certificates, affidavits, and other instruments necessary or appropriate to purchase the properties described in the Real Estate Sales Contracts and to do any and all other things necessary or appropriate to carry out the intent and purposes of this Resolution.

Section 4. The purchase price of each tract comprising the Lands shall not exceed the purchase price set forth in the applicable Real Estate Contract.

Section 5. This Resolution is hereby adopted by the Port Commission of the Port Authority at a public meeting of the Port Commission held on July 18, 2023.

\* \* \* \* \*

**EXHIBIT “A”**  
**To**  
**Resolution Approving Seven Real Estate Sales Contracts**

1. Real Estate Sales Contract dated to be effective as of June 20, 2023 by and between the Port Authority and GBC Investments, LLC, a Texas series limited liability company, acting on behalf of the following particular series of GBC Investments LLC: 2116 Peabody Series for the purchase the following described land:

**LOTS EIGHT (8) AND NINE (9), BLOCK THIRTY-ONE (31), HILLCREST ADDITION**, an addition to the City of Corpus Christi, Texas, as shown by the map or plat recorded in Volume 3, Page 30, Map Records of Nueces County, Texas to which reference is here made for all pertinent purposes.

2. Real Estate Sales Contract dated to be effective as of May 31, 2023 by and between the Port Authority and Shonda S. Miller for the purchase the following described land:

**LOT ONE (1), BLOCK TWO (2) CITIZENS ADDITION**, an addition to the City of Corpus Christi, Texas, according to the map or plat thereof recorded in Volume A, Page 6, Map and Plat Records of Nueces County, Texas, to which reference is here made for all pertinent purposes.

3. Real Estate Sales Contract dated to be effective as of May 31, 2023 by and between the Port Authority and Shonda S. Miller for the purchase the following described land:

**LOT TWO (2), BLOCK TWO (2) CITIZENS ADDITION**, an addition to the City of Corpus Christi, Texas, according to the map or plat thereof recorded in Volume A, Page 6, Map and Plat Records of Nueces County, Texas, to which reference is here made for all pertinent purposes.

4. Real Estate Sales Contract dated to be effective as of May 19, 2023 by and between the Port Authority and Vanessa R. Wharton, for the purchase the following described land:

**LOTS TWENTY-SEVEN (27) AND TWENTY-EIGHT (28), BLOCK EIGHT (8), NUECES BAY HEIGHTS**, a subdivision of the City of Corpus Christi, Texas, as shown by the map or plat recorded in Volume 3, Page 6, Map Records of Nueces County, Texas to which reference is here made for all pertinent purposes.

5. Real Estate Sales Contract dated to be effective as of May 19, 2023 by and between the Port Authority and Vanessa R. Wharton, for the purchase the following described land:

**LOTS ONE (1) AND TWO (2), HILLCREST ADDITION**, an Addition to the City of Corpus Christi, Nueces County, Texas, as shown by the map or plat thereof recorded in Volume 3, Page 30, Map Records of Nueces County, Texas, to which reference is here made for all pertinent purposes.

6. Real Estate Sales Contract dated to be effective as of June 6, 2023 by and between the Port

Authority and Herman Drinkard, acting by and through Mike Drinkard, his duly authorized agent and Attorney-In-Fact, for the purchase the following described land:

**LOT TWO (2), BLOCK SIX (6), SHORELINE PARK ADDITION**, an Addition to the City of Corpus Christi, Nueces County, Texas, as shown by the map or plat thereof recorded in Volume 3, Page 28, Map records of Nueces County, Texas, to which reference Is here made for all pertinent purposes.

7. Real Estate Sales Contract dated to be effective as of June 26, 2023 by and between the Port Authority and Zelma M. Powdrill, for the purchase the following described land:

**LOT TWENTY (20), BLOCK SEVENTEEN (17), HILLCREST ADDITION**, an Addition to the City of Corpus Christi, Nueces County, Texas, as shown by the map or plat thereof recorded in Volume 3, Page 30, Map Records of Nueces County, Texas, to which reference Is here made for all pertinent purposes

**ATTACHMENT THREE**

**RESOLUTION AMENDING THE PORT COMMISSION  
RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO  
ACQUIRE TAX FORECLOSURE PROPERTIES IN THE HILLCREST  
AND WASHINGTON COLES NEIGHBORHOODS OF THE CITY OF  
CORPUS CHRISTI AND APPROVING MATTERS RELATED THERETO**

**WHEREAS**, the Port Commission adopted the resolution attached hereto as **Attachment One** at public meeting of the Port Commission held on January 21, 2020 (the “**2020 Resolution**”); and

**WHEREAS**, the 2020 Resolution authorizes the Chief Executive Officer (“**CEO**”) and his designees to purchase Tax Foreclosure Properties in the Neighborhood (as those terms are defined in the 2020 Resolution) without any additional action or approval by the Port Commission as long as the aggregate purchase price of the properties does not exceed \$150,000 (the “**Maximum Aggregate Purchase Price**”); and

**WHEREAS**, the Port Commission wishes to keep the 2020 Resolution in effect but with a higher Maximum Aggregate Purchase Price;

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

A. Section 2 of the 2020 Resolution is hereby amended in its entirety to read as follows:

Section 2. The total purchase price of the Tax Foreclosure Properties purchased under this Resolution shall not exceed \$300,000.

B. The 2020 Resolution, as amended by this resolution, shall remain in full force and effect.

C. This resolution is hereby adopted by the Port Commission of the Port Authority at a public meeting of the Port Commission held on July 18, 2023.

\* \* \* \* \*

## ATTACHMENT FOUR

**ADOPT A RESOLUTION APPROVING TWO REAL ESTATE SALES CONTRACTS BETWEEN THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, AS PURCHASER, WITH VARIOUS OWNERS, AS SELLERS, AND AUTHORIZING THE EXECUTION OF THE CONTRACTS AND RELATED CLOSING DOCUMENTS RELATED TO LAND UNDER CONTRACT IN NUECES COUNTY AND APPROVING MATTERS RELATED THERETO.**

**WHEREAS**, the Port Commission has previously determined that the acquisition of land, adjacent or accessible by road, rail, or water to the navigable waters and ports developed by the Port of Corpus Christi Authority (“*Authority*”), is necessary for the operation and development of the navigable waterways and ports within the Authority’s district; and will aid in the development of navigation-related industries and businesses on the Authority’s lands within Nueces and San Patricio Counties; and

**WHEREAS**, certain properties in Nueces County have become available for purchase and subject to formal Port Commission approval in open session, the Authority, entered into two real estate contracts for the purpose of acquiring the lands (the “*Lands*”) described in Exhibit “A” attached hereto (collectively the “*Real Estate Contracts*”); and

**WHEREAS**, the Port Commission desires to approve of the Real Estate Contracts and authorize the Chief Executive Officer (“*CEO*”) and his designees to purchase the Lands upon the terms and conditions set forth in each of the two Real Estate Contracts, without any additional action or approval by the Port Commission;

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

Section 1. The Real Estate Contracts to acquire the Lands are hereby approved.

Section 2. The CEO is hereby authorized and directed, for and on behalf of the Authority, to proceed with the purchase of the Lands upon the terms and conditions set forth in each of the Real Estate Contracts.

Section 3. The purchase price of each tract comprising the Lands shall not exceed the purchase price set forth in the applicable Real Estate Contract.

Section 4. The CEO and his designee(s) are each hereby severally authorized and directed, for and on behalf of the Authority, to execute, attest, seal, and deliver any and all real estate sales agreements, closing statements, certificates, affidavits, and other instruments necessary or appropriate to purchase the Lands described in each of the Real Estate Contracts and to do any and all other things necessary or appropriate to carry out the intent and purposes of this Resolution.

Section 5. This Resolution is hereby adopted by the Port Commission of the Port Authority at a public meeting of the Port Commission held on July 18, 2023.

\* \* \* \* \*

**EXHIBIT “A”**  
**To**  
**Resolution Approving Two Real Estate Sales Contracts**

1. Farm and Ranch Contract dated to be effective as of April 20, 2023 by and between the Port Authority and Julian Ottino, et al, for the purchase of the following described land:

**19.181 acres of land** out of the East side of Lot Eleven of Map D of the George H. Paul Subdivision of the Driscoll Ranch (Book 2, Page 34, Map Records) in Nueces County, Texas, being out of a called 100-acre tract described in a deed dated February 24, 1908 from Frank Technik and wife Josefa Technik to J.E. Jalufka (Vol 34, Pg. 425, Deed Records). Said 19.181-acre tract being the same tract described in that certain Special Warranty Deed with Vendor’s Lien dated December 15, 2021, from Susan Studer Ebert and David Ray Ebert to Julian Ottino and Paulo Ottino and recorded under Document No. 2021065752 of the Official Records of Nueces County, Texas.

2. Real Estate Sales Contract dated to be effective as of May 31, 2023 by and between the Port Authority and Doris Fromberg Wheeler, acting by and through Patricia Watkins, her duly authorized agent and Attorney-In-Fact, for the purchase the following described land:

**LOT 7, BLK 176 AND A PORTION OF CLOSED STREET, BROOKLYN**, an addition to the City of Corpus Christi, Nueces County, Texas, together with all improvements located thereon. Being described in Quitclaim Deed dated February 7, 2010, from William Russell Fromberg, III, as Grantor, to Doris Fromberg Wheeler, as Grantee, recorded under instrument number 2010006636 of the Official Records of Nueces County, Texas.

**OFFICIAL MINUTES OF PORT COMMISSION MEETING  
July 26, 2023**

The Port Commissioners of the Port of Corpus Christi Authority convened at the Solomon P. Ortiz International Center, 402 Harbor Drive, Corpus Christi, Texas, on Wednesday, July 26, 2023 at 9:00 a.m., for a special called meeting of the Port Commission.

**Present:** Mr. Charles Zahn  
Mr. David P. Engel (*via videoconference*)  
Mr. Wes Hoskins  
Dr. Bryan Gulley  
Mr. Rajan Ahuja  
Mr. Gabe Guerra  
Ms. Diane Gonzalez

**Present:** Ms. Brenda Reed  
Mr. Mark Gutierrez  
Mr. Brooks Lobingier, II  
Mr. Bennie Benavidez  
Mr. Daniel Villesca  
Ms. Tana Neighbors  
Mr. Eric Giannamore  
Mr. Marvin Tamez

**Others Present:** Mr. Dane Bruun

Others Present: Ms. Eli McKay  
Mr. Charles Boone  
Mr. Errol Summerlin  
Ms. Jennifer Hilliard  
Mr. Patrick Nye  
Ms. Kristen Crow  
Mr. Mike Gillespie

- 1. Call to Order**
- 2. Safety Briefing**

3. **Pledge of Allegiance**
4. **Invocation given**
5. **Conflict of Interest Affidavits:** None were received.
6. **Public Comment:** The following individuals addressed the Commission, Ms. Eli McKay, Mr. Charles Boone, Mr. Errol Summerlin, Ms. Jennifer Hilliard, Mr. Patrick Nye, Ms. Kristen Crow, and Mr. Mike Gillespie.
7. At 9:28 a.m. Chairman Zahn announced that the Commission would go into executive session pursuant to Section 551.074 of the Texas Government Code to deliberate agenda item 7a., which is described in the agenda as follows:  
  
7a. Deliberate the appointment of the Chief Executive Officer. (551.074)
8. **Open Session Agenda Items for Individual Action.** At 3:37 p.m. the Commission reconvened into Open Session.
9. **Adjourn:** On motion duly made and seconded, the meeting adjourned at 3:37 p.m.

**OFFICIAL MINUTES OF PORT COMMISSION MEETING**  
**August 2, 2023**

The Port Commissioners of the Port of Corpus Christi Authority convened at the Solomon P. Ortiz International Center, 402 Harbor Drive, Corpus Christi, Texas, on Wednesday, August 2, 2023 at 9:00 a.m., for a special called meeting of the Port Commission.

**Present:** Mr. Charles Zahn  
Mr. David P. Engel (*via videoconference*)  
Mr. Wes Hoskins  
Dr. Bryan Gulley  
Mr. Rajan Ahuja  
Mr. Gabe Guerra  
Ms. Diane Gonzalez

**Present:** Mr. Kent Britton  
Mr. Clark Robertson  
Mr. Omar Garcia  
Ms. Brenda Reed  
Mr. Jeff Pollack (*via videoconference*)  
Mr. Mark Gutierrez  
Mr. Brooks Lobingier, II  
Mr. Bennie Benavidez  
Mr. Daniel Villesca  
Ms. Tana Neighbors  
Mr. Eric Giannamore  
Mr. Marvin Tamez

**Others Present:** Mr. Dane Bruun

Others Present: Ms. Eli McKay  
Mr. Charles Boone  
Mr. Errol Summerlin  
Ms. Jennifer Hilliard  
Mr. Patrick Nye  
Ms. Kristen Crow  
Mr. Mike Gillespie  
Ms. Sue Dvonch  
Ms. JoAnn Ehmann  
Mr. John Green  
Ms. Ann Nyberg  
Mr. Tom Yardley

Ms. Elida Castillo  
Mr. Charles Stovall  
Rev. Claudia M. Rush  
Ms. Deandra Sanchez  
Ms. Massie Peacock  
Ms. Dara Pena  
Ms. Lisa Turcotte  
Ms. Tammy King  
Ms. Autumn Hensiek  
Ms. Laramie Fain  
Ms. Cyndi Valdes

1. **Call to Order**
2. **Safety Briefing**
3. **Pledge of Allegiance**
4. **Invocation given**
5. **Conflict of Interest Affidavits:** None were received.
6. **Open Session Presentation and Public Comments on the selection process for PCCA's next Chief Executive Officer (CEO):** The following individuals addressed the Commission, Ms. Sue Dvotch, Ms. JoAnn Ehmann, Mr. John Green, Ms. Ann Nyberg, Mr. Tom Yardley, Ms. Eli McKay, Ms. Elida Castillo, Mr. Charles Stovall, Mr. Charles Boone, Ms. Deandra Sanchez, Ms. Massie Peacock, Ms. Dara Pena, Ms. Lisa Turcotte, Ms. Tammy King, Ms. Autumn Hensiek, Ms. Laramie Fain, Ms. Cyndi Valdes, Ms. Jennifer Hilliard, and Mr. Patrick Nye.
7. **Other Public Comments on matters that do not pertain to the selection process for PCCA's next Chief Executive Officer (CEO):** Ms. Tammy King addressed the Commission.
8. At 10:22 a.m. Chairman Zahn announced that the Commission would go into executive session pursuant to Sections §551.071, §551.072, and §551.087 of the Texas Government Code to deliberate agenda item 8a., 8b., 8c., and 8d. which are described in the agenda as follows:
  - 8a. Legal advice from counsel regarding the State Office of Administrative Hearings contested case hearing on PCCA'S Draft Water Use Permit No. 13630 for the La Quinta Proposed Desalination Plant pending at the State Office of Administrative Hearings. (§551.071)

8b. Deliberate (i) the terms of a Lease Option Agreement covering certain property in San Patricio County, and (ii) offering a financial or other incentive to the optionee to locate a new business in the vicinity of the La Quinta Ship Channel. (§551.072 and §551.087)

8c. Legal advice from counsel regarding a proposed amendment to the Amended and Restated Operating Rules of the Port Commission. (§551.071)

8d. Legal advice from counsel in connection with Cause No. 2018CCV-60780-4, in the Nueces Country Court at Law No. 4, PCCA, Plaintiff v. The Port of Corpus Christi LP, et al, Defendant. (§551.071)

**9. Open Session Agenda Items for Individual Action.** At 1:32 p.m. the Commission reconvened into Open Session.

**9a. Approve the Fifth Amendment to the Port Commission's Operating Rules regarding PCCA's approval process for MOUs and Lease Option Agreements.**

Mr. Welder stated that the proposed Fifth Amendment adds the following subsections "k" and "l" to Section 12 of the Operating Rules:

k. Notwithstanding anything to the contrary contained in this Section 12, the CEO may not execute a PCCA memorandum of understanding, a PCCA memorandum of agreement, or a PCCA option agreement to lease PCCA real property unless it has been approved by the Port Commission.

l. The CEO may execute a lease of PCCA's real property without Port Commission approval if the property is not more than five acres and the term of the lease is not more than one year

On motion made by Mr. Ahuja and seconded by Mr. Hoskins, the Commission approved the Fifth Amendment to the Port Commission's Operating Rules effective as of September 1, 2023.

**10. Adjourn:** On motion duly made and seconded, the meeting adjourned at 1:40 p.m.



**BWV**



# BLUEWATER TEXAS TERMINAL

*August 2023*

# BLUEWATER TEXAS TERMINAL



- Phillips 66 is partnering with Trafigura Trading in a 50/50 joint-venture partnership on the proposed Bluewater Texas Terminal (BWTX)
- The joint venture provides access to pipelines transporting in excess of 3,000,000 barrels of crude oil per day from major production basins across the U.S. ensuring the necessary liquidity to ratably load VLCCs
- Phillips 66 and Trafigura are committed to build on the significant investments they have already made into Corpus Christi's energy infrastructure
  - Buckeye Texas Terminal
  - Gray Oak Pipeline
  - South Texas Gateway Terminal



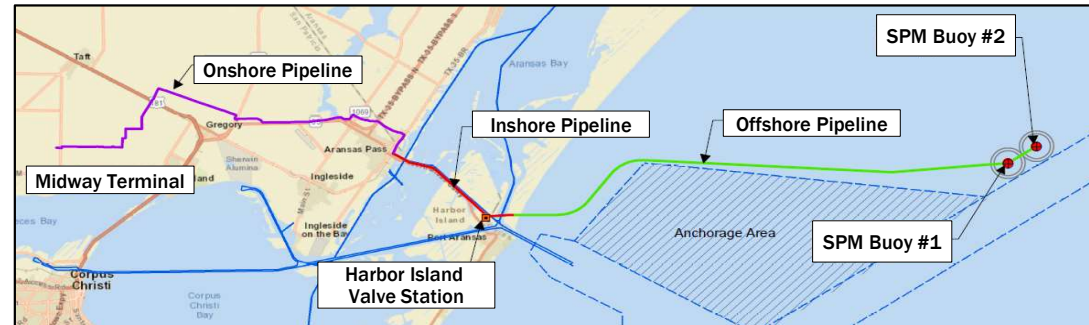
## Notable Support For Bluewater Texas Terminal

- U.S. Congress:
  - Michael Cloud – Member of Congress
  - Henry Cuellar – Member of Congress
  - Tony Gonzalez – Member of Congress
  - Vicente Gonzalez – Member of Congress
  - Lizzie Fletcher – Member of Congress
  - John Cornyn – United States Senator
  - Ted Cruz – United States Senator
- State of Texas:
  - Juan Hinojosa – Senator
  - J.M. Lozano – Representative
  - Abel Herrero – Representative
  - Terry Canales – Representative
  - Todd Hunter – Representative
- Port of Corpus Christi
- King Ranch
- Corpus Christi Regional Economic Development Corporation
- Texas Coastal Coalition
- United Corpus Christi Chamber of Commerce
- City of Taft, TX
- Public survey conducted in 2021 reflected 70% favorability toward the Bluewater Texas Project

# BLUEWATER TEXAS SPM PROJECT



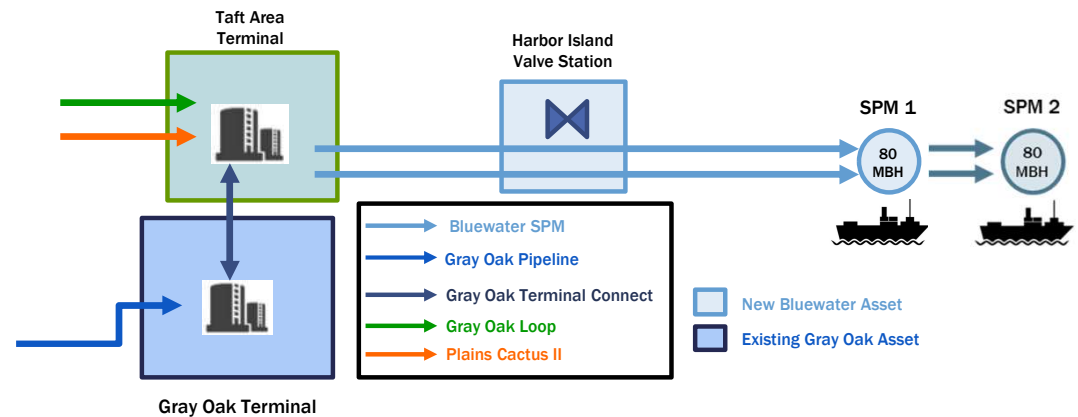
- Pipelines:
  - 2 x 30" lines capable of up to 80,000 barrels per hour
  - Onshore & Inshore: 29 miles
  - Buoy Location 26 miles offshore
  - Harbor Island Valve Station



- Single Point Mooring (SPM) Buoy:
  - Up to 2 x SPM Buoys
  - 85 - 90' water depth
  - Capable of loading 8 Very Large Crude Carriers (VLCC)\* per month per buoy; Suezmax Vessel capable
  - Approximate 48 hour VLCC load including tie up
  - Flyover Video: <https://youtu.be/RH3MbBBQxls>

\*VLCC - 2,000,000 barrel capacity

\*\*Suezmax - 1,200,000 barrel capacity



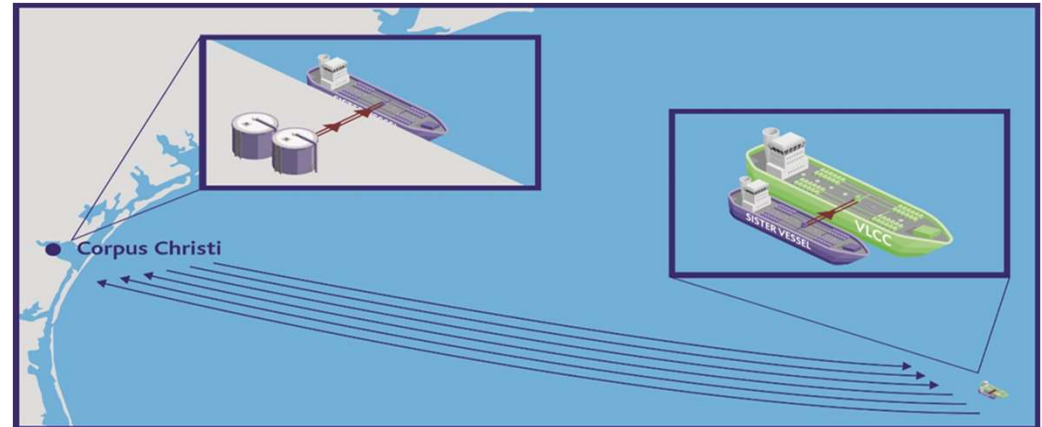
# BLUEWATER TEXAS SPM PROJECT



## Current Scenario:

### Complete VLCC load offshore by Reverse Lightering

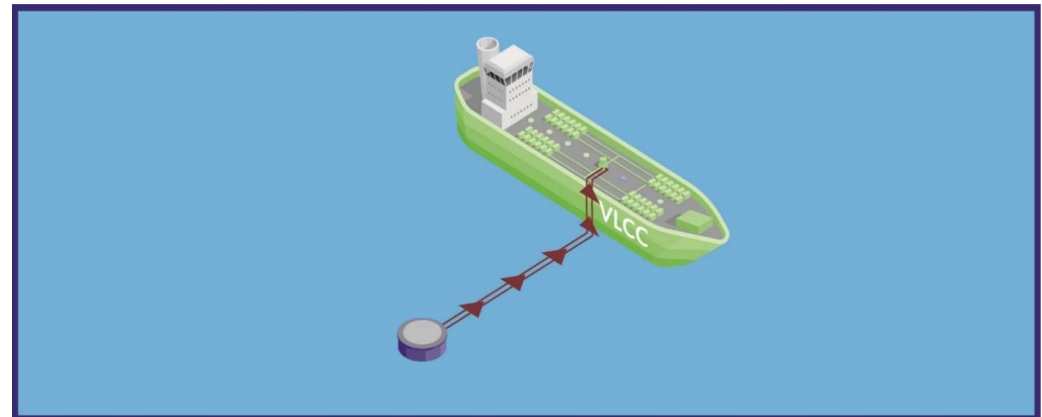
- Smaller vessel shuttles crude offshore to transload to VLCCs
- 3 – 4 trips to fully load a VLCC (~2MM bbls)
- Additional auxiliary emissions for each trip
- No emission mitigation is required during reverse lightering



## Deepwater Port (SPM):

- Single operation to fully load a VLCC
- Eliminates Aframax\* vessels loading onshore
- No additional auxiliary emissions from Lightering Vessels
- Emissions are captured at the VLCC
- Overall efficiency increased through shorter loadings

\*Aframax Vessel-600,000 bbls



# BLUEWATER TEXAS SPM PROJECT



- **Innovative Vapor Capture Technology**
  - Support vessel with vapor capture equipment connects to the VLCC's vapor return manifold.
  - Vapors are captured and compressed into liquified petroleum gas (LPG) and stored on board the support vessel.
  - Eliminates venting of vapors to atmosphere which occurs during reverse lightering operations.
  - LPG is transported to shore and delivered into LPG pipelines or storage.



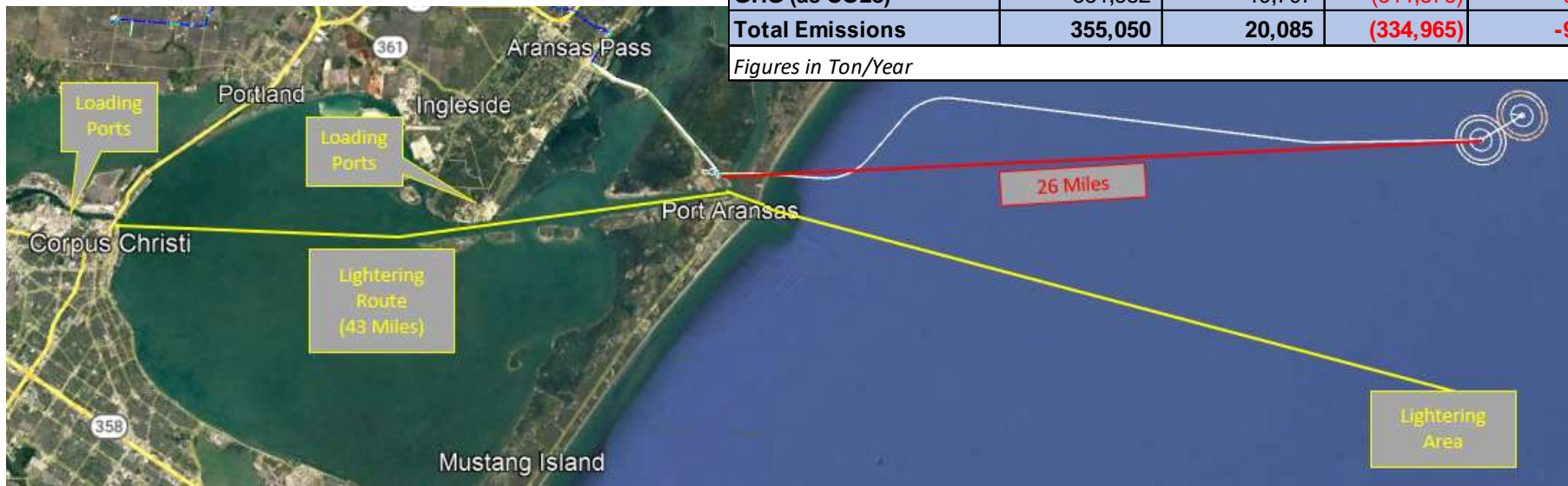
# BLUEWATER TEXAS SPM PROJECT



- BWTX would reduce total emissions by 94% vs lightering.
- Loading offshore would reduce emissions in Corpus Christi Bay and adjacent local communities

|                        | Lightering     | BWTX          | Emission Reduction |             |
|------------------------|----------------|---------------|--------------------|-------------|
| NOx                    | 6,037          | 42            | (5,995)            | -99%        |
| CO                     | 1,452          | 116           | (1,336)            | -92%        |
| SO2                    | 214            | 8             | (206)              | -96%        |
| Particulate            | 184            | 1             | (183)              | -99%        |
| VOC                    | 14,927         | 203           | (14,724)           | -99%        |
| HAP                    | 652            | 8             | (644)              | -99%        |
| H2S                    | 2              | -             | (2)                | -100%       |
| GHG (as CO2e)          | 331,582        | 19,707        | (311,875)          | -94%        |
| <b>Total Emissions</b> | <b>355,050</b> | <b>20,085</b> | <b>(334,965)</b>   | <b>-94%</b> |

*Figures in Ton/Year*



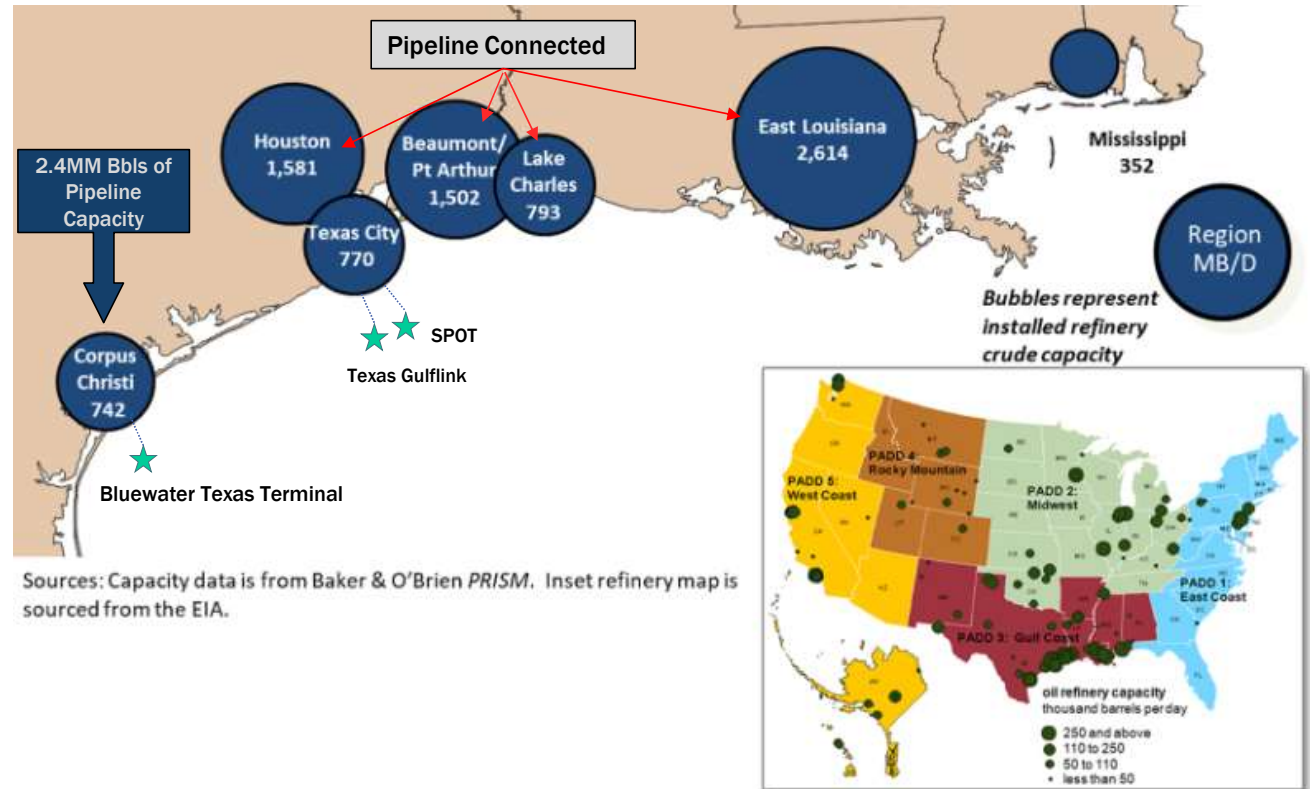
# BLUEWATER TEXAS SPM PROJECT



- Permian Crude Options

- Corpus Christi
  - Refinery
  - Export
- Houston
  - Refinery
  - Beaumont/Port Arthur
  - Lake Charles
  - East Louisiana

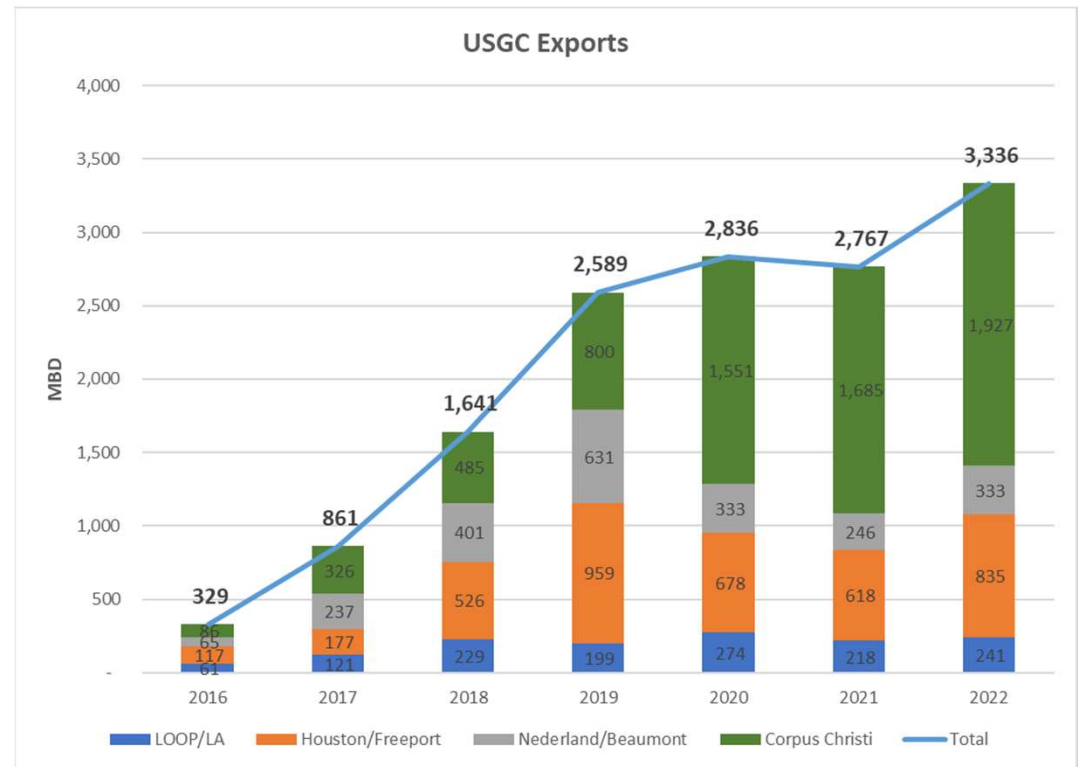
- Permian bbls destined for Houston have access to 10X more refining capacity versus Corpus Christi



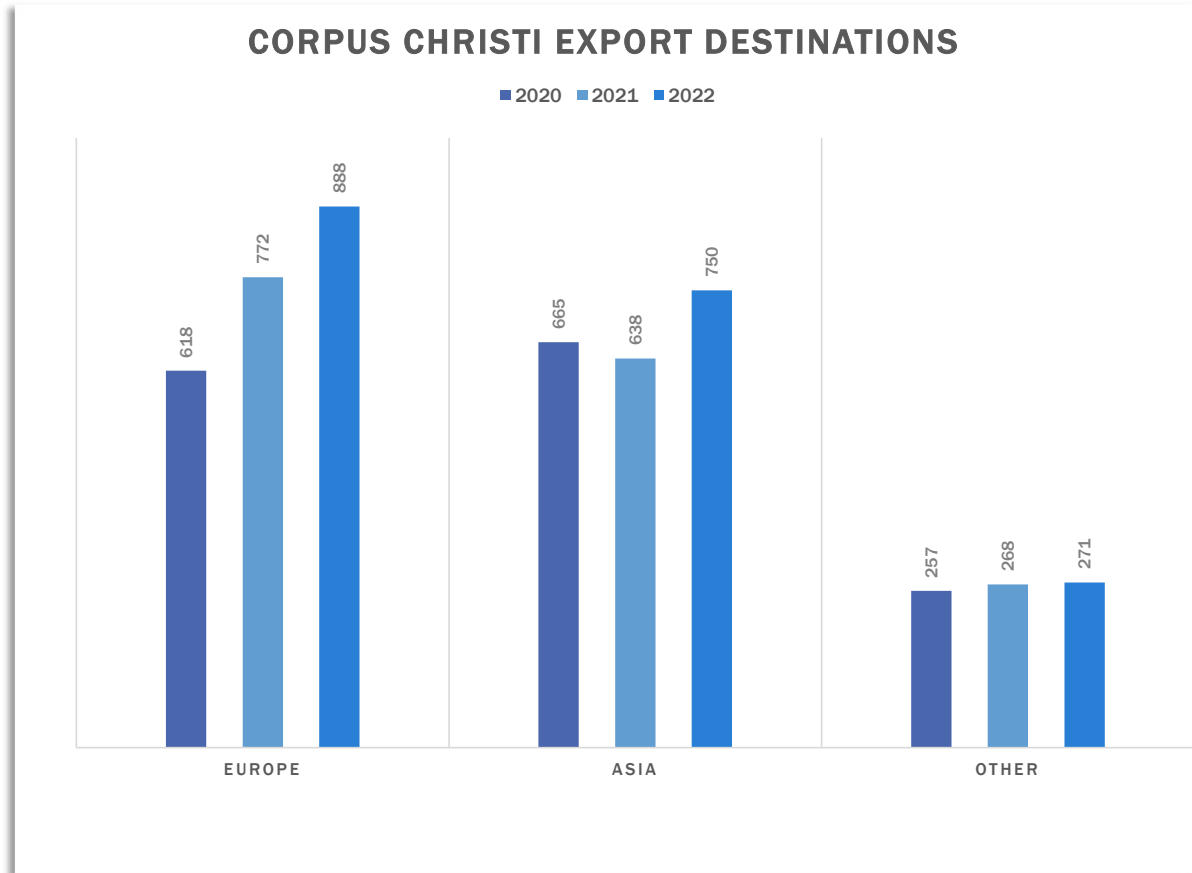
# BLUEWATER TEXAS SPM PROJECT



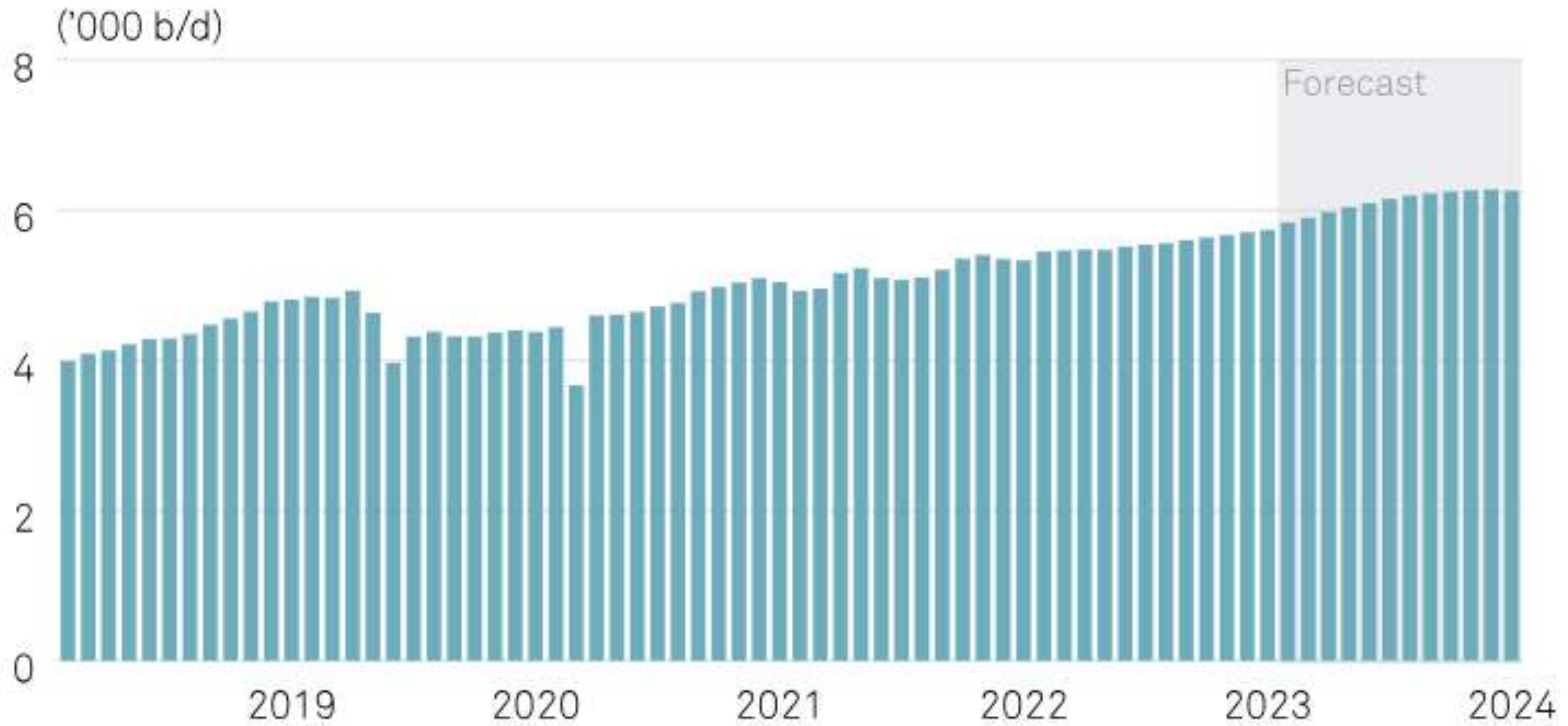
- The market has chosen Corpus Christi as the primary hub for crude oil exports in the Gulf Coast
  - Corpus Christi’s share of Gulf Coast exports has increased from 26% in 2016 to 58% in 2022
  - Export volumes from Corpus Christi were 56% higher than the rest of the Gulf Coast combined
  - Corpus Christi is the only Port with enough supply that can support a 1MM bpd offshore loading operation



- **Corpus Christi Crude Exports to Europe**
  - Exports to Europe have risen by 630kbd since 2019
  - Europe’s share of total Corpus Christi export volume has risen from 33% in 2019 to 47% in 2022.



## Permian oil production outlook



Source: S&P Global Commodity Insights

# BLUEWATER TEXAS SPM PROJECT



| 2019                                     |    |    |    | 2020                             |    |    |    | 2021                                    |    |    |    | 2022  |    |    |    | 2023   |    |    |    | 2024                                   |    |    |    | 2025         |    |    |    | 2026 |    |    |    | 2027 |    |    |    |
|--|----|----|----|----------------------------------|----|----|----|---|----|----|----|---|----|----|----|--|----|----|----|--|----|----|----|--------------|----|----|----|------|----|----|----|------|----|----|----|
| Q1                                       | Q2 | Q3 | Q4 | Q1                               | Q2 | Q3 | Q4 | Q1                                      | Q2 | Q3 | Q4 | Q1  | Q2 | Q3 | Q4 | Q1   | Q2 | Q3 | Q4 | Q1                                     | Q2 | Q3 | Q4 | Q1           | Q2 | Q3 | Q4 | Q1   | Q2 | Q3 | Q4 | Q1   | Q2 | Q3 | Q4 |
| ★ Deepwater Permit Application Submitted |    |    |    |                                  |    |    |    |   |    |    |    |   |    |    |    |  |    |    |    |  |    |    |    |              |    |    |    |      |    |    |    |      |    |    |    |
|  |    |    |    | ★ EPA Published Draft Air Permit |    |    |    |   |    |    |    |   |    |    |    |  |    |    |    |  |    |    |    |              |    |    |    |      |    |    |    |      |    |    |    |
|  |    |    |    | ★ DEIS Published October 2021    |    |    |    |   |    |    |    |   |    |    |    |  |    |    |    |  |    |    |    |              |    |    |    |      |    |    |    |      |    |    |    |
|  |    |    |    |                                  |    |    |    | ★ EPA Permit withdrawn at EPA's request |    |    |    |   |    |    |    |  |    |    |    |  |    |    |    |              |    |    |    |      |    |    |    |      |    |    |    |
|  |    |    |    |                                  |    |    |    |   |    |    |    | ★ New Air Permit submitted including Vapor Controls |    |    |    |  |    |    |    |  |    |    |    |              |    |    |    |      |    |    |    |      |    |    |    |
|  |    |    |    |                                  |    |    |    |   |    |    |    |   |    |    |    | ★ USACE approves BWTX Habitat Restoration Plan |    |    |    |  |    |    |    |              |    |    |    |      |    |    |    |      |    |    |    |
|  |    |    |    |                                  |    |    |    |   |    |    |    |   |    |    |    | ★ Expected EPA Draft Permit                    |    |    |    |  |    |    |    |              |    |    |    |      |    |    |    |      |    |    |    |
|  |    |    |    |                                  |    |    |    |   |    |    |    |   |    |    |    |  |    |    |    | ★ Expected Supplemental DEIS Published |    |    |    |              |    |    |    |      |    |    |    |      |    |    |    |
|  |    |    |    |                                  |    |    |    |   |    |    |    |   |    |    |    |  |    |    |    | ★ Expected FEIS Publication            |    |    |    |              |    |    |    |      |    |    |    |      |    |    |    |
|  |    |    |    |                                  |    |    |    |   |    |    |    |   |    |    |    |  |    |    |    | ★ Expected ROD                         |    |    |    |              |    |    |    |      |    |    |    |      |    |    |    |
|  |    |    |    |                                  |    |    |    |   |    |    |    |   |    |    |    |  |    |    |    | Construction                           |    |    |    |              |    |    |    |      |    |    |    |      |    |    |    |
|  |    |    |    |                                  |    |    |    |   |    |    |    |   |    |    |    |  |    |    |    |  |    |    |    | ★ In Service |    |    |    |      |    |    |    |      |    |    |    |

August 15, 2021

# Corpus Christi Ship Channel Improvement Project

## Project Update

Daniel Koesema, P.E. | Director of Channel & DMPA Development

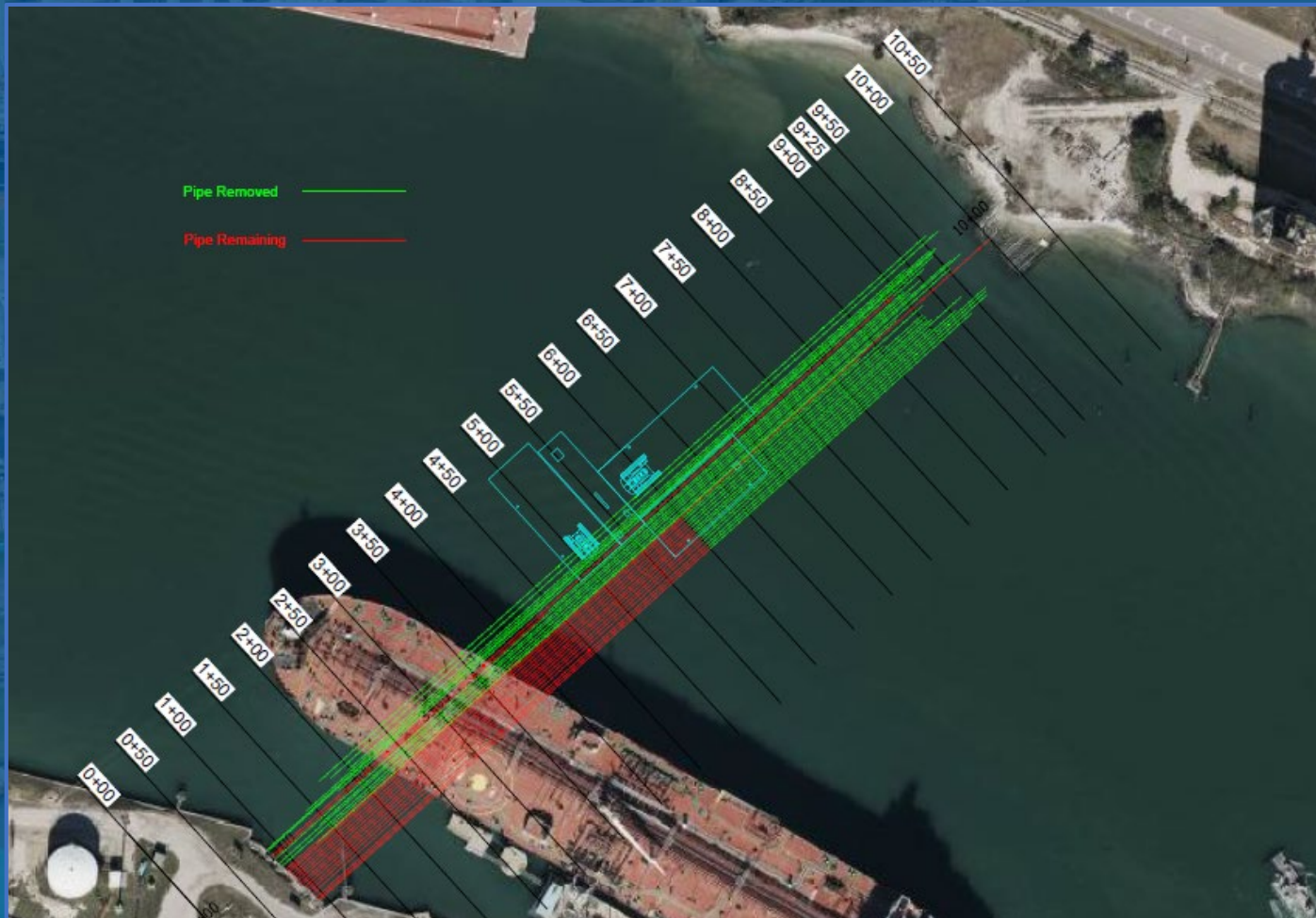
# Corpus Christi Ship Channel Improvement Project

## Pipeline Removals



# Corpus Christi Ship Channel Improvement Project

## Avery Point Pipeline Removals



- 16,000 LF removed
- 65% Complete
- Anticipated completion September 2023

# Corpus Christi Ship Channel Improvement Project

## In Kind Services

**\$7.8M+**

In kind services performed by PCCA to support execution of the Channel Improvement Project

- Sediment Sampling and Analysis
- Geotechnical Investigations
- Dredging
- Coastal Boundary Surveys
- Sub-bottom Profiles

# #1 Priority – The Channel Improvement Project

## Main Channel and Barge Lane Elements

### Project Cost

Current Authorized Costs

**\$681.61M**

**\$406.34M** Federal

**\$275.27M** PCCA

*\*Based on WRDA 2020 Reauthorization*

### Project Close Out Amount

Consolidated Appropriations  
Act of 2023

**\$157.3M**

# Corpus Christi Ship Channel Improvement Project Status

## Contract 4

*(Chemical TB to Viola TB)*

- **Anticipated Award**  
September 29, 2023
- **Anticipated Completion**  
Q2 2025

## Contract 1

*(Gulf of Mexico to Harbor Island)*

- **Awarded**  
December 2018
- **Completed**  
February 2020

## Contract 3

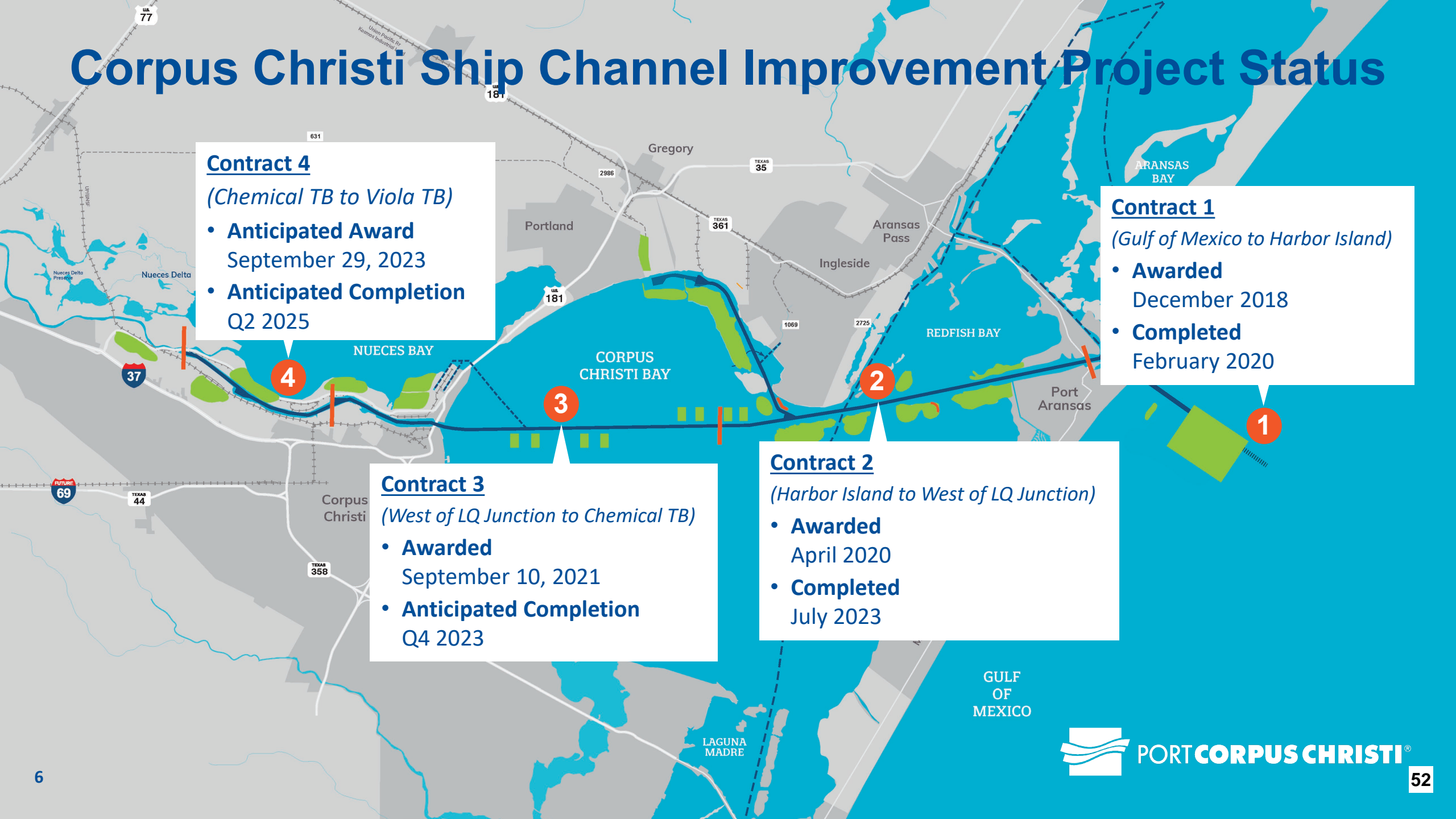
*(West of LQ Junction to Chemical TB)*

- **Awarded**  
September 10, 2021
- **Anticipated Completion**  
Q4 2023

## Contract 2

*(Harbor Island to West of LQ Junction)*

- **Awarded**  
April 2020
- **Completed**  
July 2023



# Corpus Christi Ship Channel

## CAP Corpus Christi

July 21, 2023

- First vessel to transit the Corpus Christi Ship Channel at an increased draft
- Departed Port Corpus Christi at an increased draft of 47 ft.



# Thank You



PORTCORPUSCHRISTI®



August 15, 2023

# ENVIRONMENTAL PRECEPTS IN ACTION

## Environmental Planning & Compliance Department Mid-Year Update

Sarah L. Garza | Director of Environmental Planning & Compliance

Presented by



**PORT CORPUS CHRISTI®**

# Six Environmental Precepts

## Environmental Planning and Compliance



### Air Quality

Reduce emissions by 15% in PM, VOCs, NOx, SOx every 3 years



### Climate Action

Reduce GHG emissions per cargo ton by 7.5% annually



### Water Quality

Reduce AL, Fe, Zn, Pb, TSS by 10% annually



### Climate Adaptation

Implement Life Cycle Assessment tool on Port capital projects



### Habitat Restoration

Create/restore 50 acres of habitat every 3 years

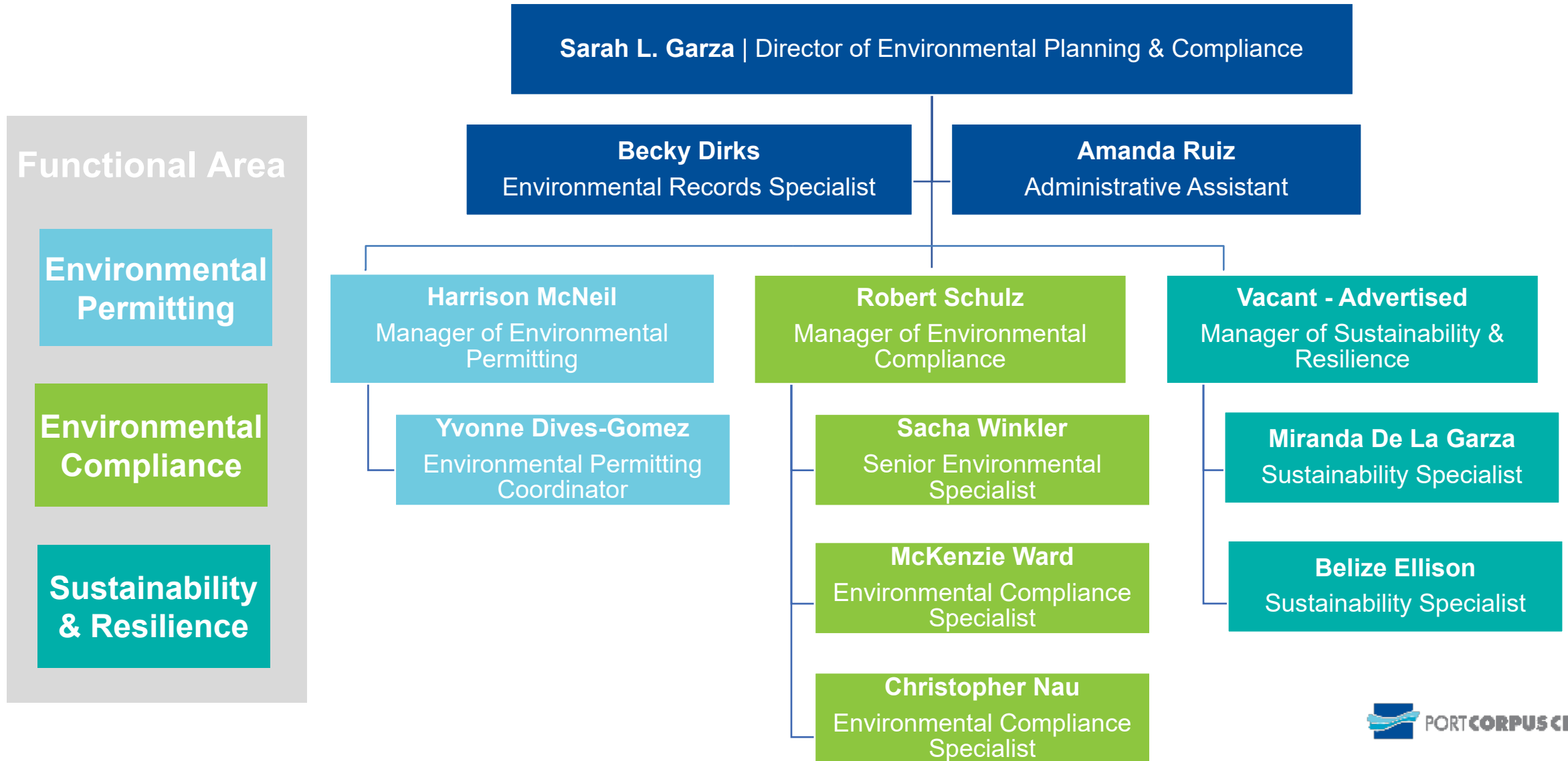


### Soils & Sediments

Remediate spills to residential standard

# Environmental Planning & Compliance Department

## By Functional Area



# Department Activities



**Environmental  
Compliance**



**Environmental  
Permitting**



**Sustainability &  
Resilience**

**Compliance for Port operations & on leased properties:**

- **Environmental Management System**
- **Stevedore / Tenant Compliance Programs**
- **Contamination Assessment & Remediation**
- **Dredge Material Characterization & Approval**
- **Compliance Evaluations**
- **Asbestos, Lead, and Mold Investigations & Abatement**
- **Stormwater / SPCC / Air / Septic**

# Department Activities



**Environmental  
Compliance**



**Environmental  
Permitting**



**Sustainability &  
Resilience**

Preplanning to obtain necessary authorizations for new developments and operations on Port property:

- **Permitting**
- **Agency Coordination**
- **Mitigation Planning & Design**
- **GIS Maintenance / Implementation**
- **NEPA Coordination**
- **Beneficial Use**
- **Habitat Creation**
- **Stormwater Master Planning**

# Department Activities



**Environmental  
Compliance**



**Environmental  
Permitting**



**Sustainability &  
Resilience**

**Development of strategies to ensure long-term sustainability of Port operations:**

- **Energy Consumption Reduction**
- **Alternate Power and Fuels**
- **Water Consumption Reduction and Reuse**
- **Waste Minimization and Recycling**
- **Climate Action Initiatives**
- **Green Marine**
- **Life Cycle Assessment**

# PCCA Environmental Stewardship

**596**

Completed compliance tasks

**88**

Completed tenant Audits

**79**

Active Permits

## 2022-2023 Sustainability Metrics

**16 Consecutive Years – ISO 14001 Certified  
Green Marine – Level 5 in all applicable program areas**

100% Renewable Energy

**18,542,384** KWHs

Trash Diverted from Water Way

**161 cubic feet**

Recycled Materials

- **59,339** lbs
- **5,823** gal
- **6,294** units

# Inhouse Tools and Strategies

Complete and Data Driven Decisions

## Planning:

- Department Workplan
- Environmental Sustainability Action Plan
- Permitting Checklist
- NEPA Checklist
- Construction Design Checklist
- Environmental Communication Toolkit

## Tools:

- Intelex
- GIS / Drone
- Stormwater Master Plan
- 214 Agreement
- BMP Manual
- Green Marine Self Assessment Guide

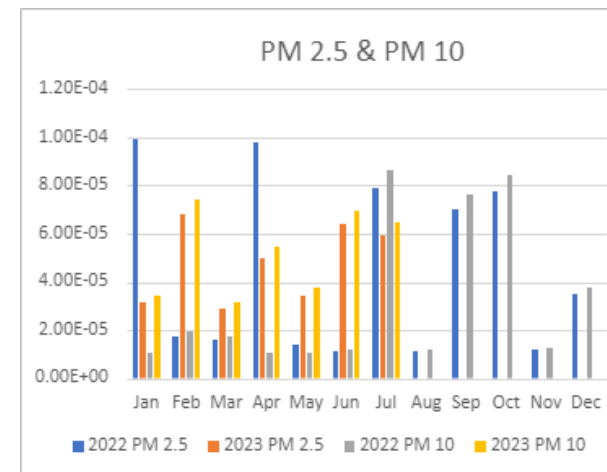
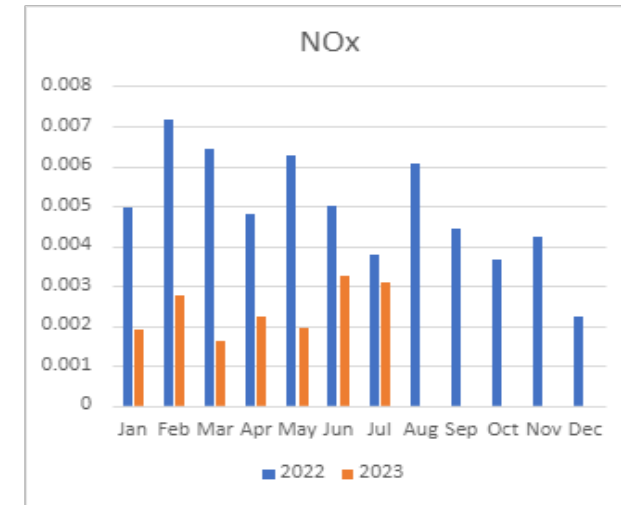
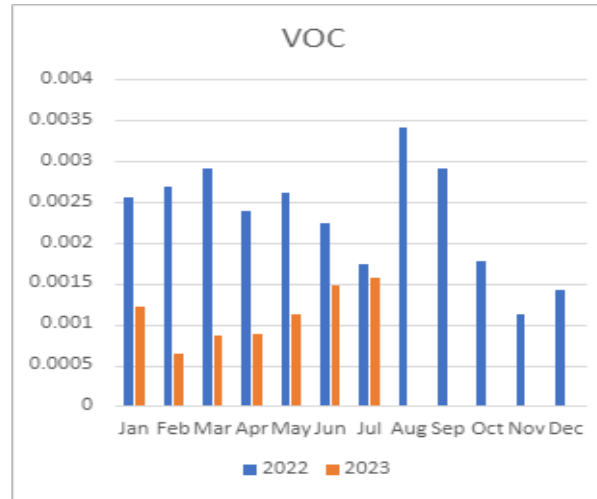


## Air Quality

Reduce emissions by 15% in PM, VOCs, NOx, SOx every 3 years

# Improving Air Quality

## 34% Reduction in NOx and 9% Reduction in PM



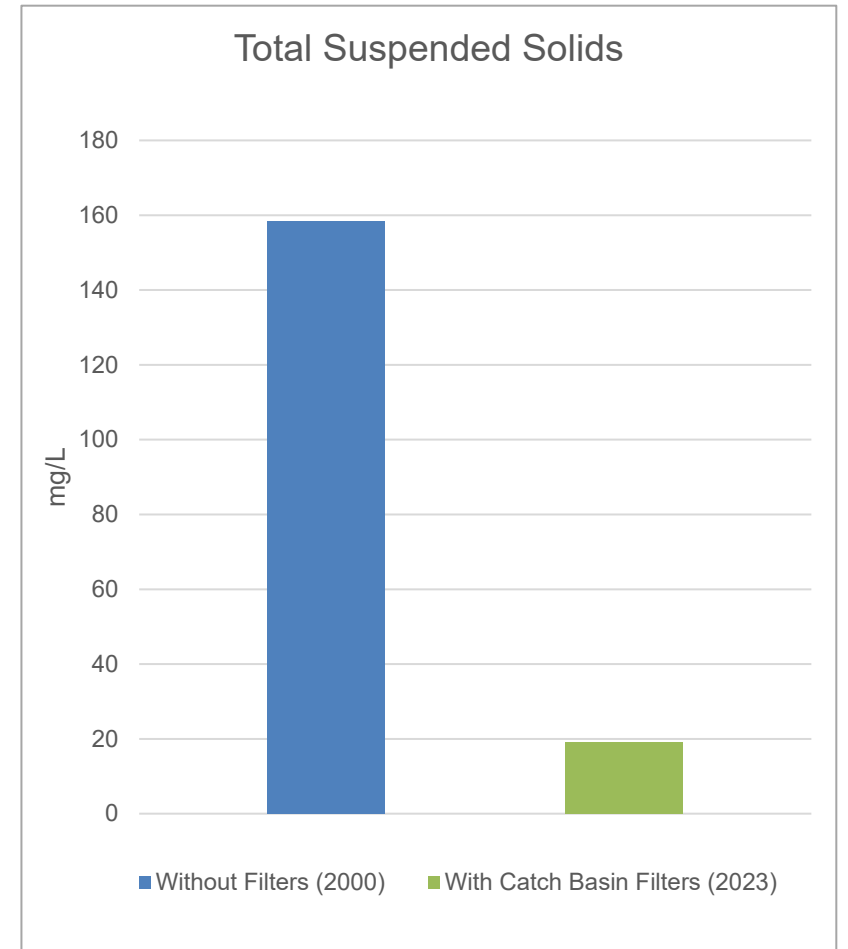
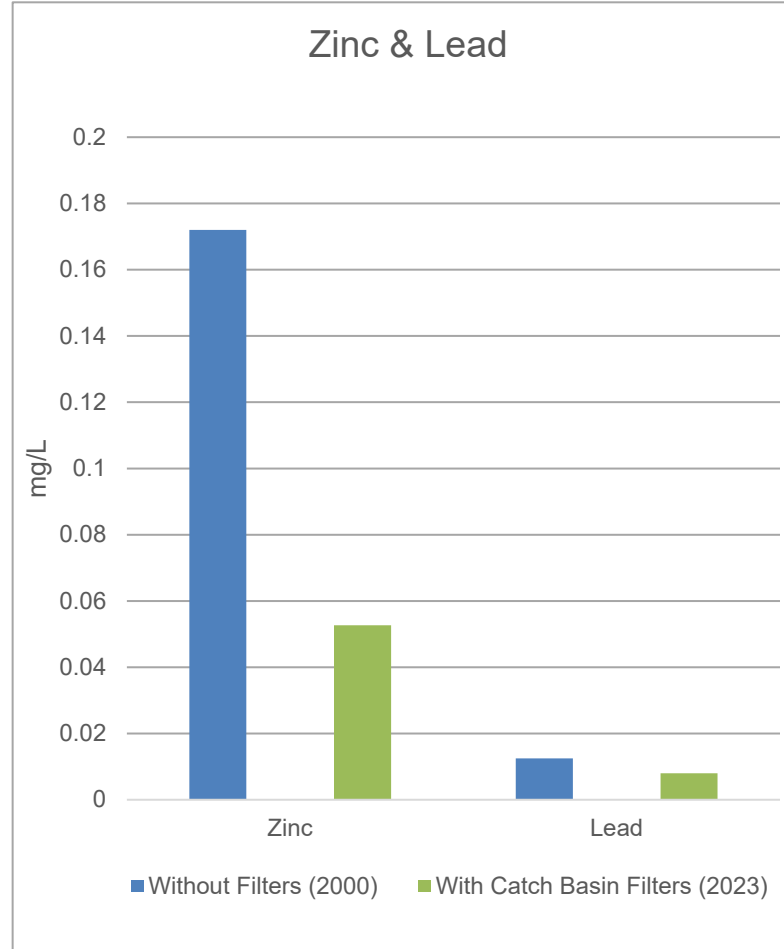


## Water Quality

Reduce AL, Fe, Zn, Pb, TSS  
by 10% annually

# Improving Water Quality

## 80% Reduction in Total Suspended Solids

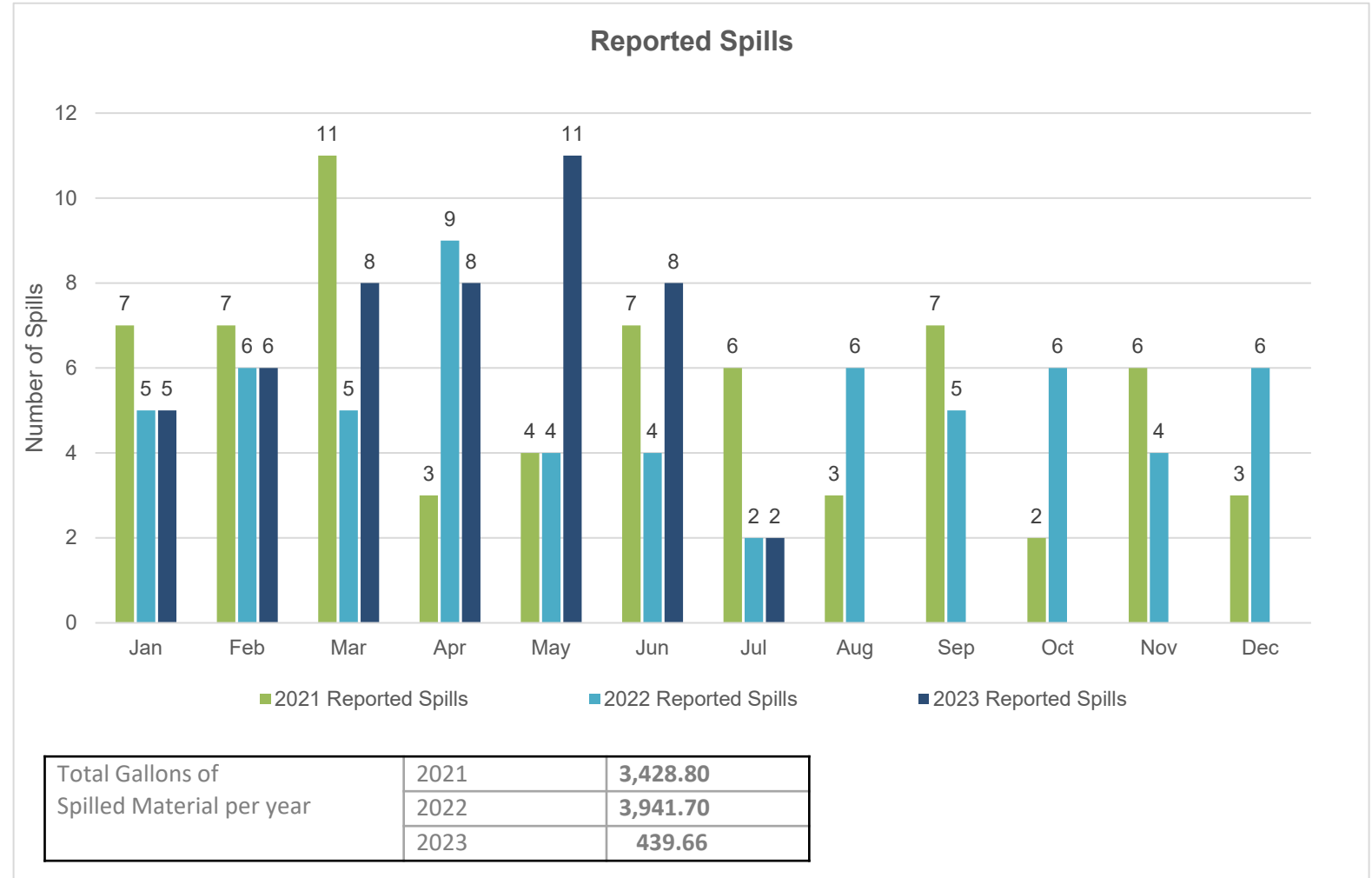




## Soils & Sediments

Remediate spills  
to residential standard

# Improving Soils & Sediments No Encumbrances on Port Property





# Habitat Restoration

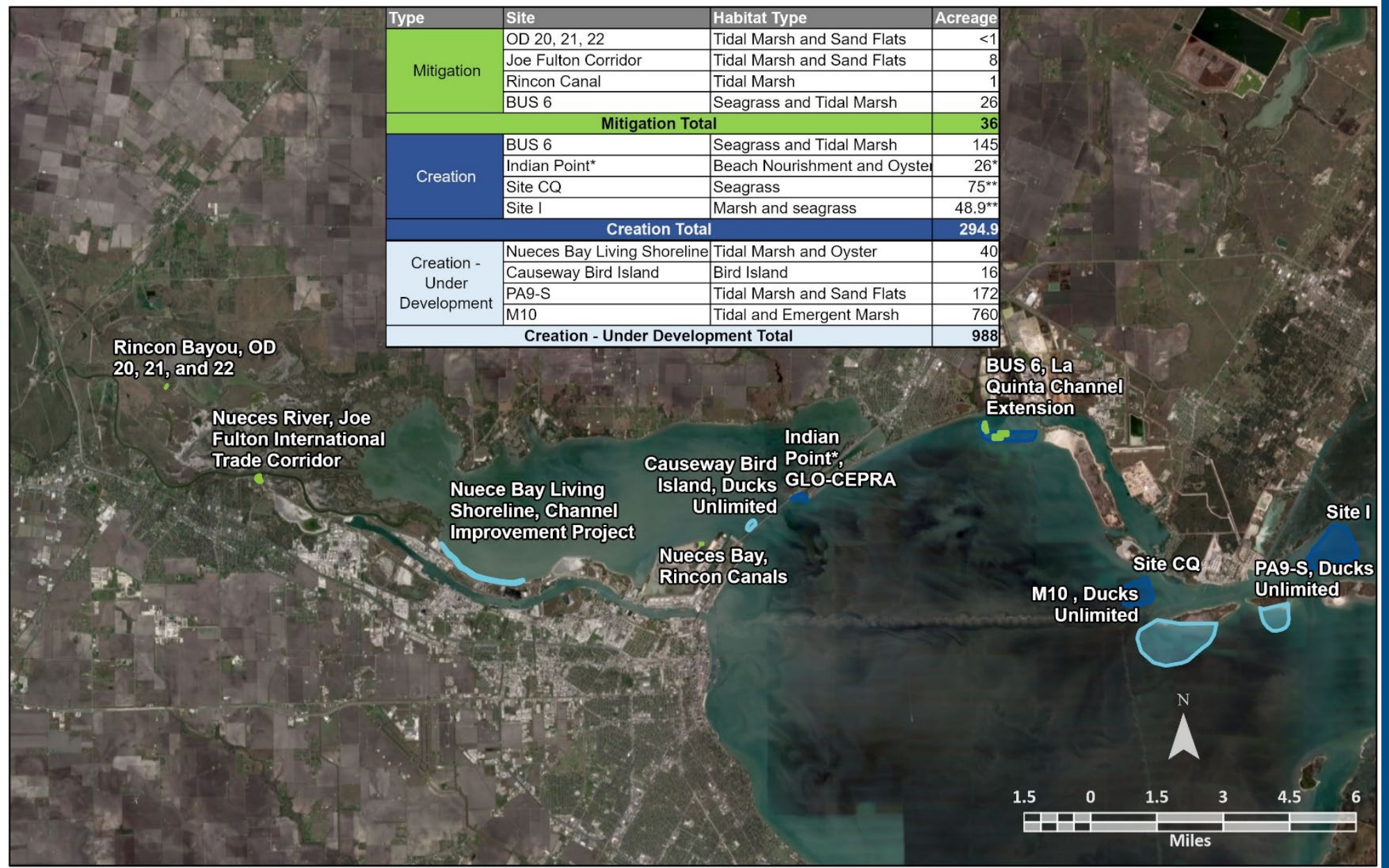
Create/restore 50 acres of habitat every 3 Years

## Legend:

- Creation
- Mitigation
- Under development

\* Pending completion of construction  
 \*\*Total project acreage based on 30% cost share with Federal sponsor

| Type                                      | Site                        | Habitat Type                 | Acreage      |
|---|-----------------------------|------------------------------|--------------|
| Mitigation                                | OD 20, 21, 22               | Tidal Marsh and Sand Flats   | <1           |
|   | Joe Fulton Corridor         | Tidal Marsh and Sand Flats   | 8            |
|   | Rincon Canal                | Tidal Marsh                  | 1            |
|   | BUS 6                       | Seagrass and Tidal Marsh     | 26           |
| <b>Mitigation Total</b>                   |                             |                              | <b>36</b>    |
| Creation                                  | BUS 6                       | Seagrass and Tidal Marsh     | 145          |
|   | Indian Point*               | Beach Nourishment and Oyster | 26*          |
|   | Site CQ                     | Seagrass                     | 75**         |
|   | Site I                      | Marsh and seagrass           | 48.9**       |
| <b>Creation Total</b>                     |                             |                              | <b>294.9</b> |
| Creation - Under Development              | Nueces Bay Living Shoreline | Tidal Marsh and Oyster       | 40           |
|   | Causeway Bird Island        | Bird Island                  | 16           |
|   | PA9-S                       | Tidal Marsh and Sand Flats   | 172          |
|   | M10                         | Tidal and Emergent Marsh     | 760          |
| <b>Creation - Under Development Total</b> |                             |                              | <b>988</b>   |



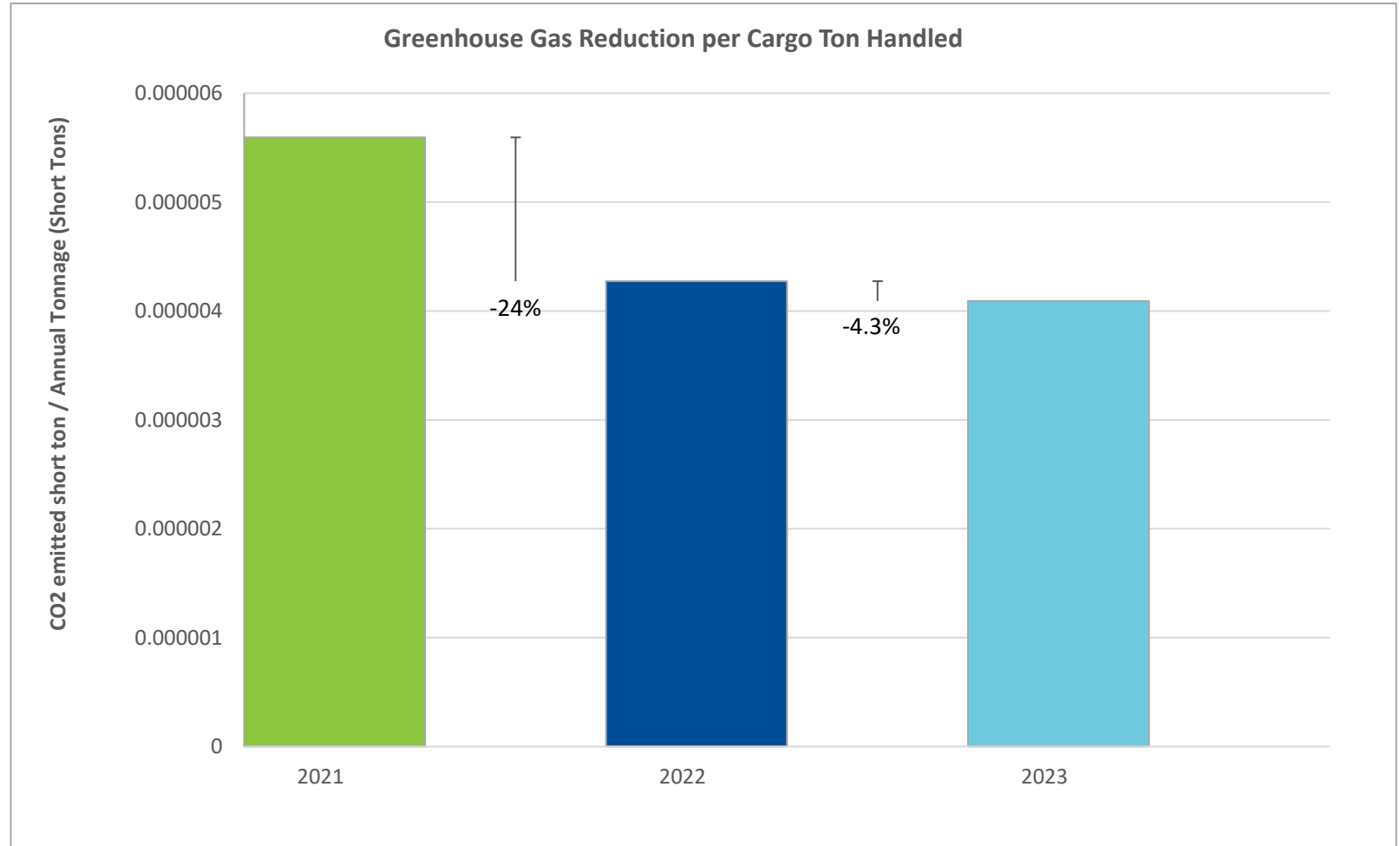


## Climate Action

Reduce GHG emissions per cargo ton by 7.5% annually

# Reducing Greenhouse Gases

## 14% Average Annual Reduction in GHG's

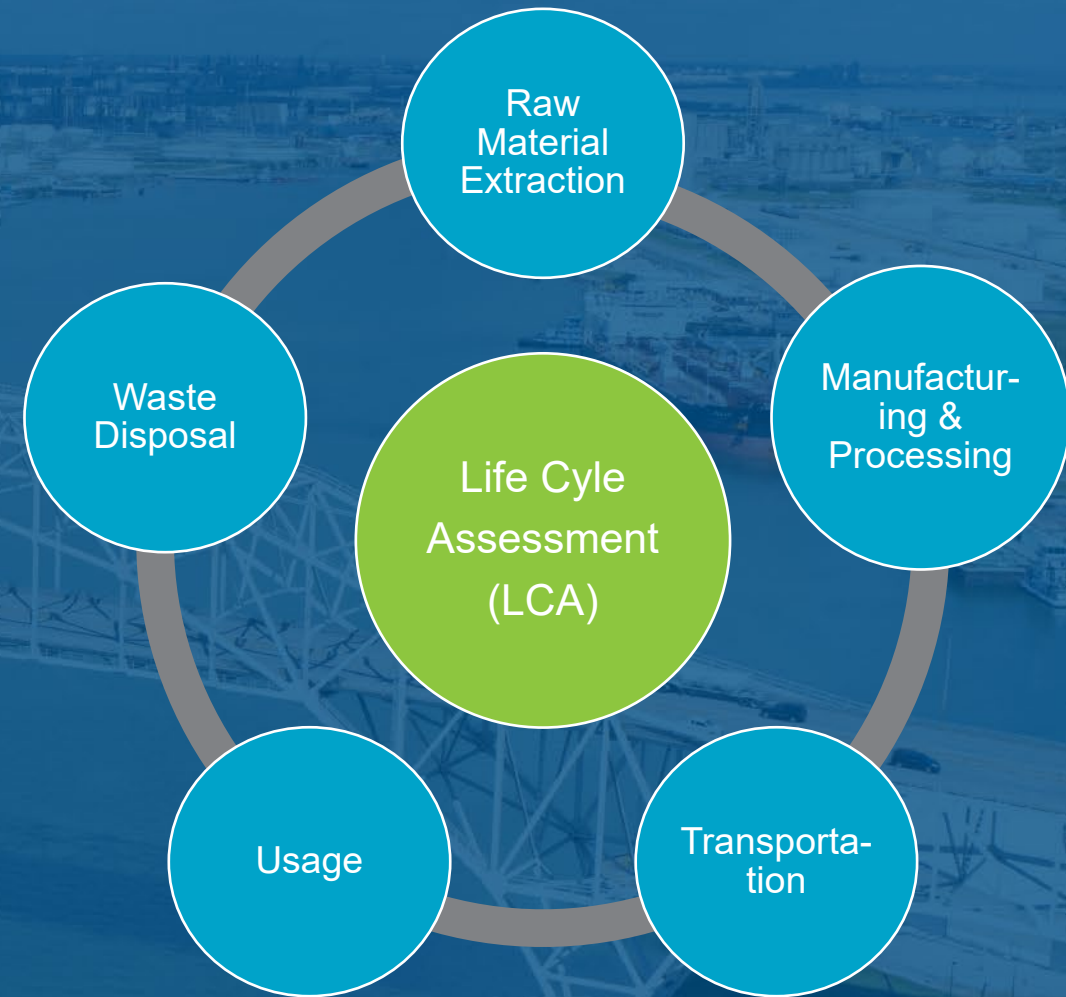




## Climate Adaptation

Implement Life Cycle Assessment tool on Port capital projects

- › Advancing LCA Research
- › Benchmarking LCA in Maritime Industry
- › Researching LCA in Grant Opportunities



# Commitment Today ➔ Sustainable Tomorrow



 **Environmental Stewardship**

Reducing our environmental footprint through intentional actions, stakeholder outreach, and setting the example.

# Thank You



PORTCORPUSCHRISTI®





**DATE:** August 15, 2023

**TO:** Port Commission

**FROM:** Kent Britton, Chief Financial Officer  
[kbritton@pocca.com](mailto:kbritton@pocca.com)  
 (361) 885-6114

**Approve the Port of Corpus Christi’s (“PCCA”) Second Quarter 2023 Financial Report**

**SUMMARY:** Staff seeks Port Commission approval of the Financial Report for the Second Quarter of 2023. The Report is attached and details the PCCA’s results for the first six months of 2023 as compared to both the Prior Year first six months, and the Commission-approved 2023 Budget’s first six months.

As detailed in the report, PCCA recorded the highest quarterly tonnage on record in Q2 2023, PCCA’s fifth consecutive quarter of record tonnage. The \$53.4 million Operating Revenue recorded in the second quarter of 2023 was the second highest quarterly operating revenue in PCCA history. Tonnage for the first half of 2023 of 99.3 million tons was 10.3% higher than the first half of 2022, with revenues 16% higher than last year, and 6% above our 2023 Budget for the first six months of the year. Crude oil exports continued to provide a significant positive bump to PCCA results, exceeding the prior year’s first half and budget by 286 thousand barrels per day. Operating Expenses were below budget by 7% because of lower professional services and maintenance costs, and higher than the prior year by 13% due to higher spending on professional services, contracted services, and employee costs.

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

**ALTERNATIVES:** None

**CONFORMITY TO PORT POLICY:** The project conforms to the current PCCA Strategic Plan, including Strategic Goal #5 – Fund our Vision.

**EMERGENCY:** No



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

**STAFF RECOMMENDATION:** Staff recommends approval of the Second Quarter 2023 Financial Report.

**DEPARTMENTAL CLEARANCES:**

Originating Department      Finance

Reviewed & Approved      Kent Britton

Legal                              Jimmy Welder

**LIST OF SUPPORTING DOCUMENTS:**

PCCA Financial\_Review\_Q2 June 2023

# FINANCIAL REVIEW

## YEAR TO DATE JUNE 30, 2023

Kent A. Britton | Chief Financial Officer



# TABLE OF CONTENTS

- I. Executive Summary
- II. Summary Year-to-Date Results
- III. Key Historical Trends
- IV. Crude and Refined Products Update

Appendix: Detailed Financial Information

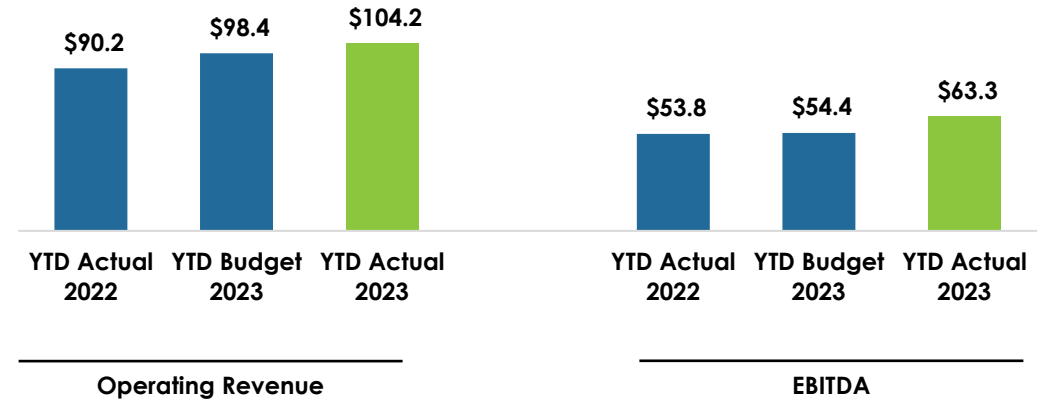
# EXECUTIVE SUMMARY

## Key Year to Date Highlights

- Year to date Tonnage up 10.3% from the prior year.
  - 2nd Quarter of 2023 was the highest quarterly tonnage in the Port's history, the fifth consecutive record quarter.
- Year to date EBITDA exceeds Budget by 16.5% and above the same period Prior Year by 17.7%.
  - Revenue 6% ahead of Budget, and 16% ahead of 2022.
  - Operating Expenses, excluding depreciation, are 7% lower than budget due to lower maintenance and professional services; and 13% higher than prior year due to higher employee services, professional services and contracted services.
- 2023 Inbound rail car movements are significantly below 2022, while outbounds are slightly higher than 2022 – overall decrease of 36%.
- 2023 Capital Spending below budget and above prior Year.

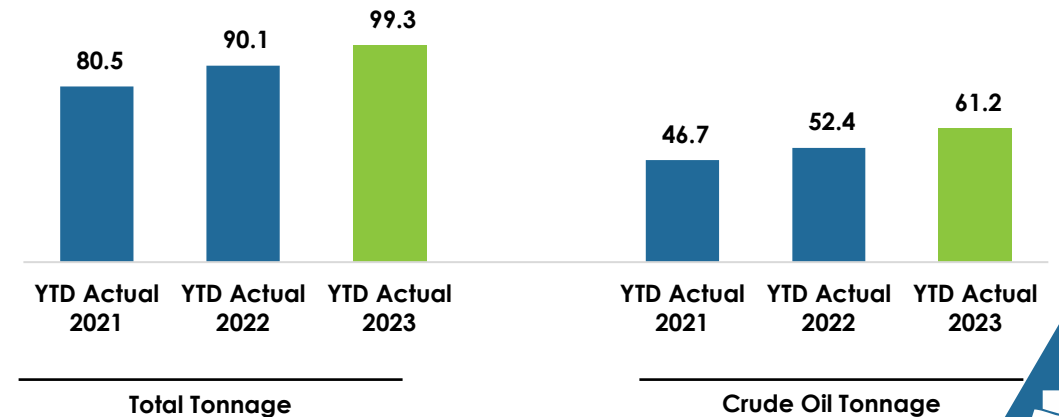
## Year-to-Date Operating Revenue and EBITDA\*

\$ in millions



## Year-to-Date Tonnage

Millions of tons



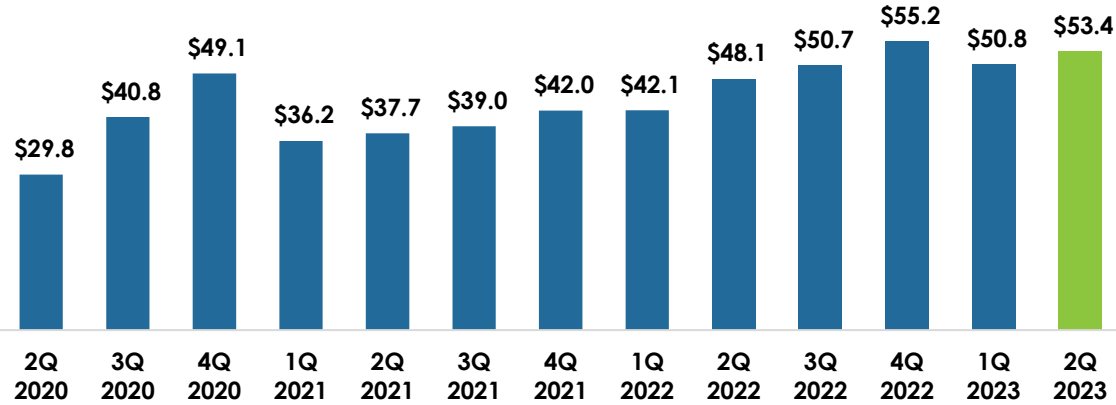
\* EBITDA equals operating revenues less operating expenses (excluding depreciation)

# KEY HISTORICAL TRENDS

## Operating Revenue

\$ in millions

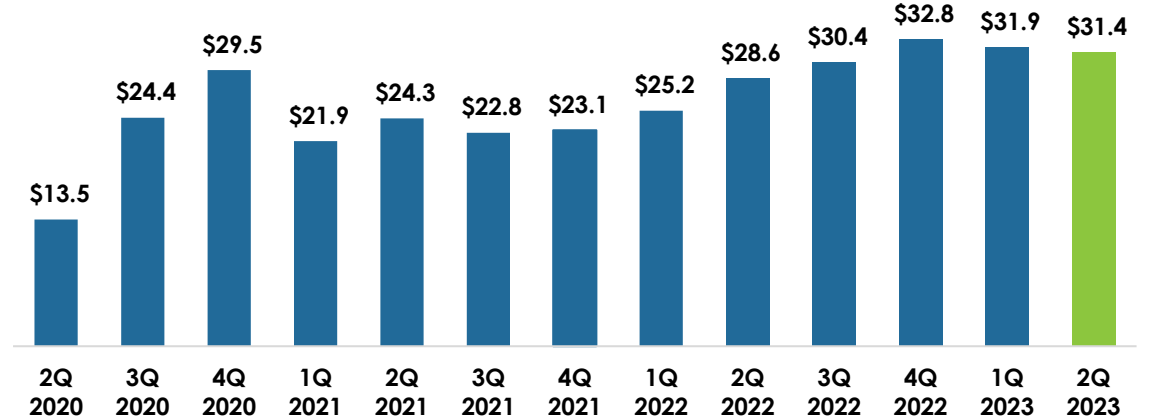
Q4 2020 Op Rev includes a one-time benefit of \$13.8M for cost sharing on dredging GCGV



## EBITDA\*

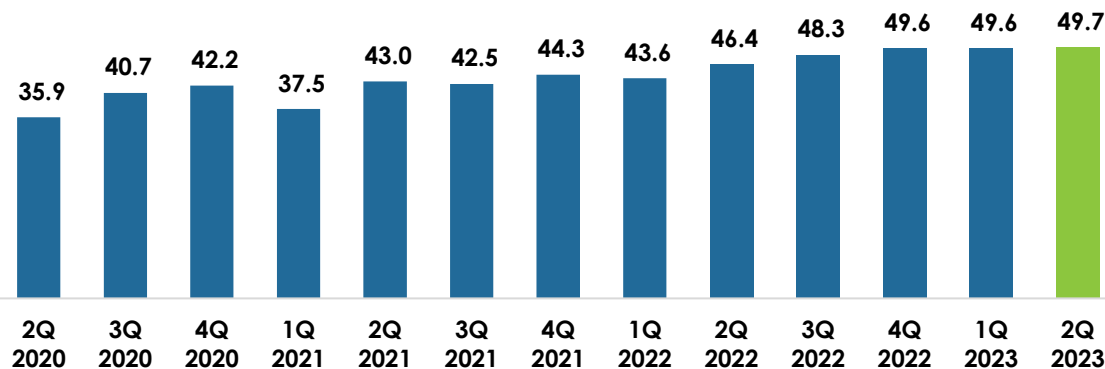
\$ in millions

Q4 2020 Op Rev includes a one-time benefit of \$13.8M for cost sharing on dredging GCGV



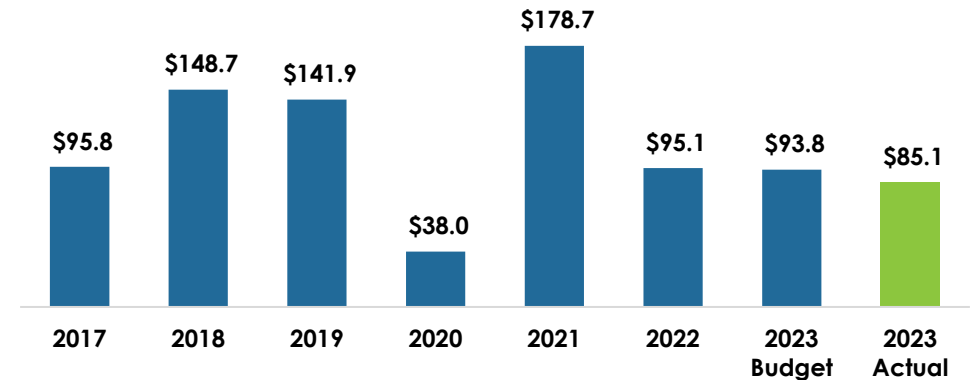
## Total Tonnage

Millions of tons



## Capital Expenditures

\$ in millions



\* EBITDA equals operating revenues less operating expenses (excluding depreciation)

# APPENDIX: DETAILED FINANCIAL INFORMATION



# EXPANDED OPERATIONAL METRICS DETAIL

|   | YTD 2023<br>Actual | YTD 2022<br>Actual | % Variance<br>vs Prior Year | YTD 2023<br>Budget | Variance<br>vs Budget |
|---|--------------------|--------------------|-----------------------------|--------------------|-----------------------|
| <b>Statement of Net Position Items (\$ in millions)</b> |                    |                    |                             |                    |                       |
| Assets  | \$1,406.7          | \$1,309.6          | 7.4%                        |                    |                       |
| Cash & Investments                                      | 230.9              | 278.7              | (17.2%)                     |                    |                       |
| Accounts Receivable                                     | 23.3               | 20.7               | 12.5%                       |                    |                       |
| Restricted Assets                                       | 68.7               | 47.9               | 43.4%                       |                    |                       |
| Liabilities   | 365.6              | 380.7              | (4.0%)                      |                    |                       |
| <b>Net Position</b>                                     | <b>\$1,036.2</b>   | <b>\$932.3</b>     | <b>11.1%</b>                |                    |                       |
| <b>Revenue and Expense Items (\$ in millions)</b>       |                    |                    |                             |                    |                       |
| Operating Revenues                                      | \$104.2            | \$90.2             | 15.6%                       | \$98.4             | 5.9%                  |
| Operating Expenses                                      | (40.9)             | (36.4)             | 12.5%                       | (44.1)             | (7.2%)                |
| <b>EBITDA</b>   | <b>\$63.3</b>      | <b>\$53.8</b>      | <b>17.7%</b>                | <b>\$54.4</b>      | <b>16.5%</b>          |
| Depreciation  | (12.9)             | (11.2)             | 15.7%                       | (13.9)             | (7.4%)                |
| <b>Net Operating Income (Loss)</b>                      | <b>\$50.4</b>      | <b>\$42.7</b>      | <b>18.2%</b>                | <b>\$40.4</b>      | <b>24.7%</b>          |
| Non-Operating Revenue/Expenses                          | 6.1                | (0.8)              | (886.0%)                    | (4.8)              | (227.3%)              |
| <b>Net Income</b>                                       | <b>\$56.5</b>      | <b>\$41.9</b>      | <b>35.0%</b>                | <b>\$35.6</b>      | <b>58.7%</b>          |
| <b>Capital Projects</b>                                 | <b>\$85.1</b>      | <b>\$26.6</b>      | <b>219.5%</b>               | <b>\$93.8</b>      | <b>(9.3%)</b>         |
| <b>Operational Items</b>                                |                    |                    |                             |                    |                       |
| Tonnage (millions)                                      | 99.3               | 90.1               | 10.2%                       |                    |                       |
| Ships   | 1,271              | 1,191              | 6.7%                        |                    |                       |
| Barges  | 3,040              | 2,482              | 22.5%                       |                    |                       |
| Barges and Ships  | 4,311              | 3,673              | 17.4%                       |                    |                       |
| Railcars  | 10,749             | 16,806             | (36.0%)                     |                    |                       |

# STATEMENT OF NET POSITION DETAIL

*\$ in millions*

| Line Item                      | 6/30/2023<br>Actual | 12/31/2022<br>Actual | \$ Change<br>vs Prior Year | % Variance<br>vs Prior Year | 6/30/2022<br>Actual | \$ Change<br>vs Year Ago | Variance<br>vs Year Ago |
|--------------------------------|---------------------|----------------------|----------------------------|-----------------------------|---------------------|--------------------------|-------------------------|
| <b>Assets</b>                  |                     |                      |                            |                             |                     |                          |                         |
| Cash & Investments             | \$230.9             | \$246.8              | (\$15.9)                   | (6.4%)                      | \$278.7             | (\$47.8)                 | (17.2%)                 |
| Accounts Receivable            | 23.3                | 23.8                 | (0.5)                      | (2.1%)                      | 20.7                | 2.6                      | 12.5%                   |
| Restricted Assets              | 68.7                | 68.7                 | –                          | –                           | 47.9                | 20.8                     | 43.4%                   |
| PP&E, net                      | 1,066.8             | 1,008.1              | 58.7                       | 5.8%                        | 957.4               | 109.4                    | 11.4%                   |
| Other Assets                   | 17.0                | 14.4                 | 2.6                        | 18.4%                       | 4.9                 | 12.1                     | 247.1%                  |
| <b>Total Assets</b>            | <b>\$1,406.7</b>    | <b>\$1,361.8</b>     | <b>\$45.0</b>              | <b>3.3%</b>                 | <b>\$1,309.6</b>    | <b>\$97.1</b>            | <b>7.4%</b>             |
| Deferred Outflows - Pension    | 4.5                 | 4.5                  | –                          | –                           | 5.6                 | (1.1)                    | (19.0%)                 |
| <b>Total Deferred Outflows</b> | <b>\$4.5</b>        | <b>\$4.5</b>         | <b>–</b>                   | <b>–</b>                    | <b>\$5.6</b>        | <b>(\$1.1)</b>           | <b>(19.0%)</b>          |
| Current Liabilities            | 13.3                | 28.2                 | (14.9)                     | (52.9%)                     | 11.3                | 2.0                      | 17.4%                   |
| Unearned Income                | 51.3                | 50.9                 | 0.4                        | 0.8%                        | 58.4                | (7.1)                    | (12.1%)                 |
| Long-term Debt                 | 293.9               | 294.4                | (0.4)                      | (0.1%)                      | 303.7               | (9.7)                    | (3.2%)                  |
| Other Liabilities              | 7.1                 | 5.0                  | 2.1                        | 42.2%                       | 7.4                 | (0.3)                    | (3.8%)                  |
| <b>Total Liabilities</b>       | <b>\$365.6</b>      | <b>\$378.4</b>       | <b>(\$12.8)</b>            | <b>(3.4%)</b>               | <b>\$380.7</b>      | <b>(\$15.1)</b>          | <b>(4.0%)</b>           |
| Deferred Inflows - Pension     | 9.5                 | 9.5                  | –                          | nm                          | 2.2                 | 7.3                      | 333.3%                  |
| <b>Total Deferred Inflows</b>  | <b>\$9.5</b>        | <b>\$9.5</b>         | <b>–</b>                   | <b>–</b>                    | <b>\$2.2</b>        | <b>\$7.3</b>             | <b>333.3%</b>           |
| Investment in Net Assets       | 767.7               | 708.3                | 59.3                       | 8.4%                        | 648.0               | 119.6                    | 18.5%                   |
| Restricted Net Position        | 29.3                | 29.3                 | –                          | –                           | 28.5                | 0.8                      | 2.8%                    |
| Unrestricted Net Position      | 239.2               | 240.8                | (1.6)                      | (0.7%)                      | 255.8               | (16.5)                   | (6.5%)                  |
| <b>Total Net Position</b>      | <b>\$1,036.2</b>    | <b>\$978.5</b>       | <b>\$57.8</b>              | <b>5.9%</b>                 | <b>\$932.3</b>      | <b>\$103.9</b>           | <b>11.1%</b>            |

# STATEMENT OF REVENUE AND EXPENSE DETAIL- YTD

|   | 6/30 Year-to-Date |                | Variance       |                |                 |               |                 |
|---|-------------------|----------------|----------------|----------------|-----------------|---------------|-----------------|
|   | 2023              |                | 2022           | vs Budget      |                 | vs Prior Year |                 |
|   | Actual            | Budget         | Actual         | \$ Change      | % Variance      | \$ Change     | % Variance      |
| <b>Summary: Statement of Revenues &amp; Expenses (\$ in millions)</b> |                   |                |                |                |                 |               |                 |
| Wharfage  | \$53.1            | \$54.6         | \$47.5         | (\$1.4)        | (2.6%)          | \$5.7         | 11.9%           |
| Dockage   | 16.9              | 14.4           | 13.6           | 2.4            | 16.6%           | 3.3           | 24.3%           |
| Security  | 9.2               | 9.0            | 8.2            | 0.2            | 2.0%            | 1.1           | 13.1%           |
| Other Shipping Services   | 11.5              | 8.3            | 5.6            | 3.2            | 38.2%           | 5.9           | 105.6%          |
| Dredging  | 0.3               | 1.1            | 0.9            | (0.8)          | 100.0%          | (0.6)         | 100.0%          |
| Building and Land Rental  | 13.3              | 11.0           | 14.5           | 2.3            | 20.9%           | (1.3)         | (8.6%)          |
| <b>Total Operating Revenues</b>                                       | <b>\$104.2</b>    | <b>\$98.4</b>  | <b>\$90.2</b>  | <b>\$5.8</b>   | <b>5.9%</b>     | <b>\$14.0</b> | <b>15.6%</b>    |
| Employee Services   | 16.7              | 16.4           | 14.1           | 0.3            | 1.9%            | 2.6           | 18.3%           |
| Maintenance   | 3.3               | 5.5            | 4.5            | (2.2)          | (39.9%)         | (1.2)         | (26.7%)         |
| Utilities / Telephone   | 0.8               | 0.8            | 0.7            | 0.0            | 1.1%            | 0.1           | 11.6%           |
| Insurance   | 2.2               | 2.3            | 1.8            | (0.1)          | (3.6%)          | 0.4           | 23.0%           |
| Professional / Contracted Services                                    | 10.9              | 12.2           | 9.4            | (1.2)          | (9.9%)          | 1.6           | 16.8%           |
| Operator / Event Expenses   | 0.7               | 0.6            | 0.6            | 0.1            | 9.5%            | 0.1           | 8.3%            |
| Promotion & Development   | 3.2               | 3.0            | 2.4            | 0.2            | 7.7%            | 0.7           | 29.9%           |
| Admin / Trade Dvlp / Other  | 3.0               | 3.3            | 2.7            | (0.3)          | (8.7%)          | 0.3           | 11.2%           |
| Depreciation  | 12.9              | 13.9           | 11.2           | (1.0)          | (7.4%)          | 1.8           | 15.7%           |
| <b>Total Operating Expenses</b>                                       | <b>\$53.8</b>     | <b>\$58.0</b>  | <b>\$47.5</b>  | <b>(\$4.2)</b> | <b>(7.3%)</b>   | <b>\$6.3</b>  | <b>13.2%</b>    |
| <b>Net Operating Income (Loss)</b>                                    | <b>\$50.4</b>     | <b>\$40.4</b>  | <b>\$42.7</b>  | <b>\$10.0</b>  | <b>24.7%</b>    | <b>\$7.7</b>  | <b>18.2%</b>    |
| Interest Income (Loss)  | 11.8              | 1.2            | 2.4            | 10.5           | 842.8%          | 9.3           | 382.1%          |
| Other Revenue   | 0.5               | -              | 0.2            | 0.5            | nm              | 0.3           | 156.2%          |
| Gain (Loss) on Disposals  | (0.0)             | -              | 2.8            | (0.0)          | nm              | (2.9)         | nm              |
| Interest / Bond Expense   | (6.1)             | (6.1)          | (6.2)          | (0.1)          | 1.6%            | 0.1           | (1.2%)          |
| Other Expense   | -                 | -              | (0.0)          | -              | nm              | 0.0           | nm              |
| <b>Other Revenue / (Expenses)</b>                                     | <b>\$6.1</b>      | <b>(\$4.8)</b> | <b>(\$0.8)</b> | <b>\$10.9</b>  | <b>(227.3%)</b> | <b>\$6.9</b>  | <b>(886.0%)</b> |
| <b>Net Income (Loss)</b>  | <b>\$56.5</b>     | <b>\$35.6</b>  | <b>\$41.8</b>  | <b>\$20.9</b>  | <b>58.7%</b>    | <b>\$14.7</b> | <b>35.3%</b>    |

# TONNAGE, SHIP & BARGE, AND RAILCAR DETAIL

| Millions of Tons                | 2Q 2023      | 2Q 2022      | Variance vs. Prior Quarter |                | YTD 2023      | YTD 2022      | Variance vs. Prior YTD Period |                |
|---------------------------------|--------------|--------------|----------------------------|----------------|---------------|---------------|-------------------------------|----------------|
|                                 | Actual       | Actual       | Tons                       | %              | Actual        | Actual        | Tons                          | %              |
| <b>Tonnage</b>                  |              |              |                            |                |               |               |                               |                |
| Petroleum                       | 15.1         | 15.5         | (0.4)                      | (2.3%)         | 30.9          | 30.4          | 0.4                           | 1.4%           |
| Crude Oil                       | 31.1         | 27.3         | 3.8                        | 13.7%          | 61.2          | 52.3          | 8.9                           | 17.1%          |
| Dry Bulk                        | 2.3          | 2.1          | 0.2                        | 7.1%           | 4.5           | 4.1           | 0.4                           | 9.4%           |
| Bulk Grain                      | 0.3          | 0.6          | (0.3)                      | (51.5%)        | 0.6           | 1.5           | (0.9)                         | (59.5%)        |
| Chemical                        | 0.8          | 0.9          | (0.0)                      | (5.2%)         | 1.6           | 1.5           | 0.1                           | 7.1%           |
| Liquid Bulk                     | 0.1          | 0.0          | 0.1                        | 652.3%         | 0.5           | 0.1           | 0.4                           | 438.9%         |
| Break Bulk                      | 0.0          | 0.1          | (0.0)                      | (49.2%)        | 0.0           | 0.1           | (0.1)                         | (71.6%)        |
| <b>Total Tonnage</b>            | <b>49.7</b>  | <b>46.4</b>  | <b>3.3</b>                 | <b>7.1%</b>    | <b>99.3</b>   | <b>90.1</b>   | <b>9.2</b>                    | <b>10.2%</b>   |
| <b>Ship and Barge Movements</b> |              |              |                            |                |               |               |                               |                |
| Ships                           | 663          | 621          | 42                         | 6.8%           | 1,271         | 1,191         | 80                            | 6.7%           |
| Barges                          | 1,656        | 1,362        | 294                        | 21.6%          | 3,040         | 2,482         | 558                           | 22.5%          |
| <b>Total Ships and Barges</b>   | <b>2,319</b> | <b>1,983</b> | <b>336</b>                 | <b>16.9%</b>   | <b>4,311</b>  | <b>3,673</b>  | <b>638</b>                    | <b>17.4%</b>   |
| <b>Railcars</b>                 |              |              |                            |                |               |               |                               |                |
| Inbound                         | 1,565        | 4,545        | (2,980)                    | (65.6%)        | 3,742         | 10,977        | (7,235)                       | (65.9%)        |
| Outbound                        | 3,900        | 2,733        | 1,167                      | 42.7%          | 7,007         | 5,829         | 1,178                         | 20.2%          |
| <b>Total Railcars</b>           | <b>5,465</b> | <b>7,278</b> | <b>(1,813)</b>             | <b>(24.9%)</b> | <b>10,749</b> | <b>16,806</b> | <b>(6,057)</b>                | <b>(36.0%)</b> |

# THANK YOU





**DATE:** August 15, 2023

**TO:** Port Commission

**FROM:** Kent Britton, Chief Financial Officer  
[kbritton@pocca.com](mailto:kbritton@pocca.com)  
 (361) 885-6114

**Approve the Port of Corpus Christi’s (“PCCA”) Second Quarter 2023 Investment Report**

**SUMMARY:** Staff seeks Port Commission approval of the Investment Report (“Report”) for the Second Quarter of 2023. The Report has been prepared by Meeder Public Funds (“Meeder”), PCCA’s long-time investment advisor. The Report has been prepared in accordance with the PCCA’s Investment Policy (“Policy”) and Investment Strategy and meets the requirements of the Public Funds Investment Act of the State of Texas (“the Act”), which is codified in Section 2256 of the Texas Government Code. As required, the Report describes the PCCA’s investment positions in summary and in detail and is hereby being presented to the Port Commission in a timely manner. The PCCA had approximately \$300 million invested within the guidelines of our Policy on June 30, 2023, a decrease from the prior quarter of approximately \$19 million as a result of several large payments in the second quarter, including an \$18 million payment to the US Army Corps of Engineers for the PCCA’s share of the Channel Improvement Project, as well as first half interest payments on existing bond debt. PCCA achieved a Net Quarterly Yield for the Second Quarter of 2023 of 2.6% and earned approximately \$2.0 million from our investments in the quarter. The Report is attached for further review and approval, with significantly more detail on our investments, yields and weighted average maturity, among other metrics.

**BACKGROUND:** The PCCA’s Policy sets a goal of the safety of all funds of the PCCA, the availability of those funds for the payment of all necessary obligations of the PCCA, and the investment of all funds not immediately required into securities earning a reasonable market yield. The PCCA prepares and presents the Policy for approval annually to the Port Commission, and the version of the Policy in effect during the Second Quarter of 2023 was approved in December 2022 and became effective on January 1, 2023. The Policy complies in all aspects with the Act, which was originally approved in 1987 and has since been amended multiple times, including most recently in 2019.

PCCA has two designated Investment Officer’s: Kent Britton, the PCCA’s Chief Financial Officer; and Cindy Bertolami, the PCCA’s Director of Finance. That designation is similarly approved by the Port Commission on an as needed basis, and there is an agenda item on today’s Consent Agenda to designate a third Investment Officer, Marie-Eve Reyes, the PCCA’s Director of Accounting. The Investment Officers review the



Report prepared by Meeder on a quarterly basis to be presented to the CEO, then the Audit Committee members, and then the full Port Commission for approval. The Investment Officers always manage the overall portfolio under the “Prudent Person Standard” as defined in the Act.

**ALTERNATIVES:** None

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

**EMERGENCY:** No

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

**STAFF RECOMMENDATION:** Staff recommends approval of the Second Quarter 2023 Investment Report.

**DEPARTMENTAL CLEARANCES:**

Originating Department      Finance

Reviewed & Approved      Kent Britton

Legal                              Jimmy Welder

**LIST OF SUPPORTING DOCUMENTS:**

Q2 2023 PCCA Investment Report



QUARTERLY INVESTMENT REPORT

# Port of Corpus Christi Authority

JUNE 30, 2023



MEEDER

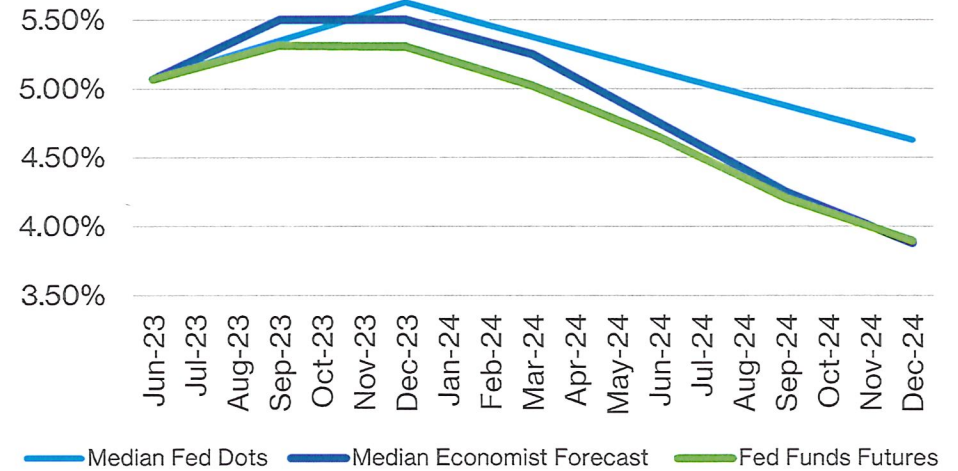
# A Fed Pause (For Now?)

After a historic pace of rate hikes, for the first time this cycle, the Federal Open Market Committee voted to leave rates unchanged. The unanimous decision left the target range for the federal funds rate at 5.00% - 5.25%, but throughout the month Jerome Powell messaged that more rate hikes are likely needed to tame inflation.

Labor market data released this month pointed to a still resilient economy. The June jobs report saw another surprisingly high payroll number, with the US economy adding 339,000 jobs in the month. Additionally, the increases were broad-based, with increases across different job categories. Although the unemployment rate increased to 3.7%, this was at least partially due to more labor force participation. Job openings also increased, signaling that for now, employers are still looking to add to their workforce. Initial jobless claims did continue to grind higher, evidencing maybe some early signs of labor market weakness. Initial jobless claims averaged 258,000 in June, up from an average of 230,000 in May.

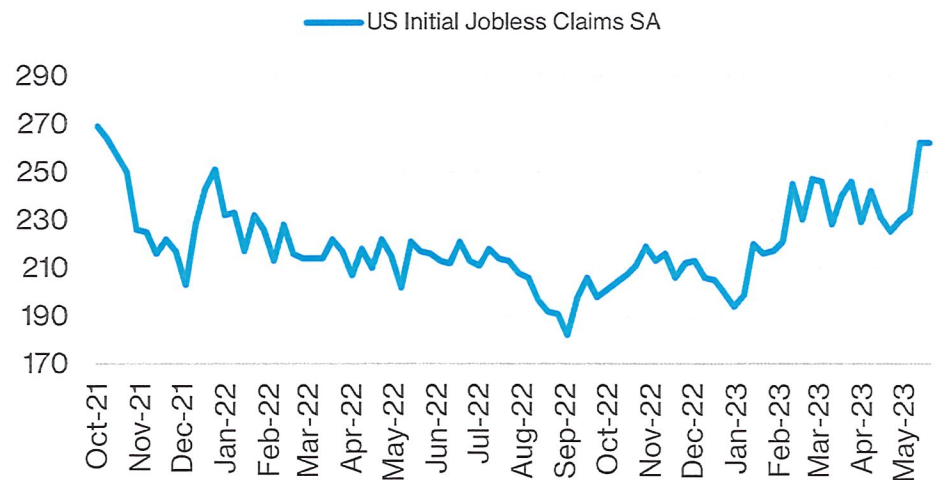
Inflation data shows that, while annual figures continue to moderate, monthly figures point to some price stickiness. The June Consumer Price Index (CPI) report showed that annual headline inflation was 4%, the lowest figure since March 2021. On a monthly basis, core inflation increased by 0.4% for the third month in a row, which annualizes to a rate of 4.8%. Although inflation readings are firmly below the high figures from 2022, if core inflation is still increasing at nearly 5% annually, the Federal Reserve likely believes they have more work to do.

## RATE EXPECTATIONS



SOURCE: BLOOMBERG

## JOBLESS CLAIMS INCREASING



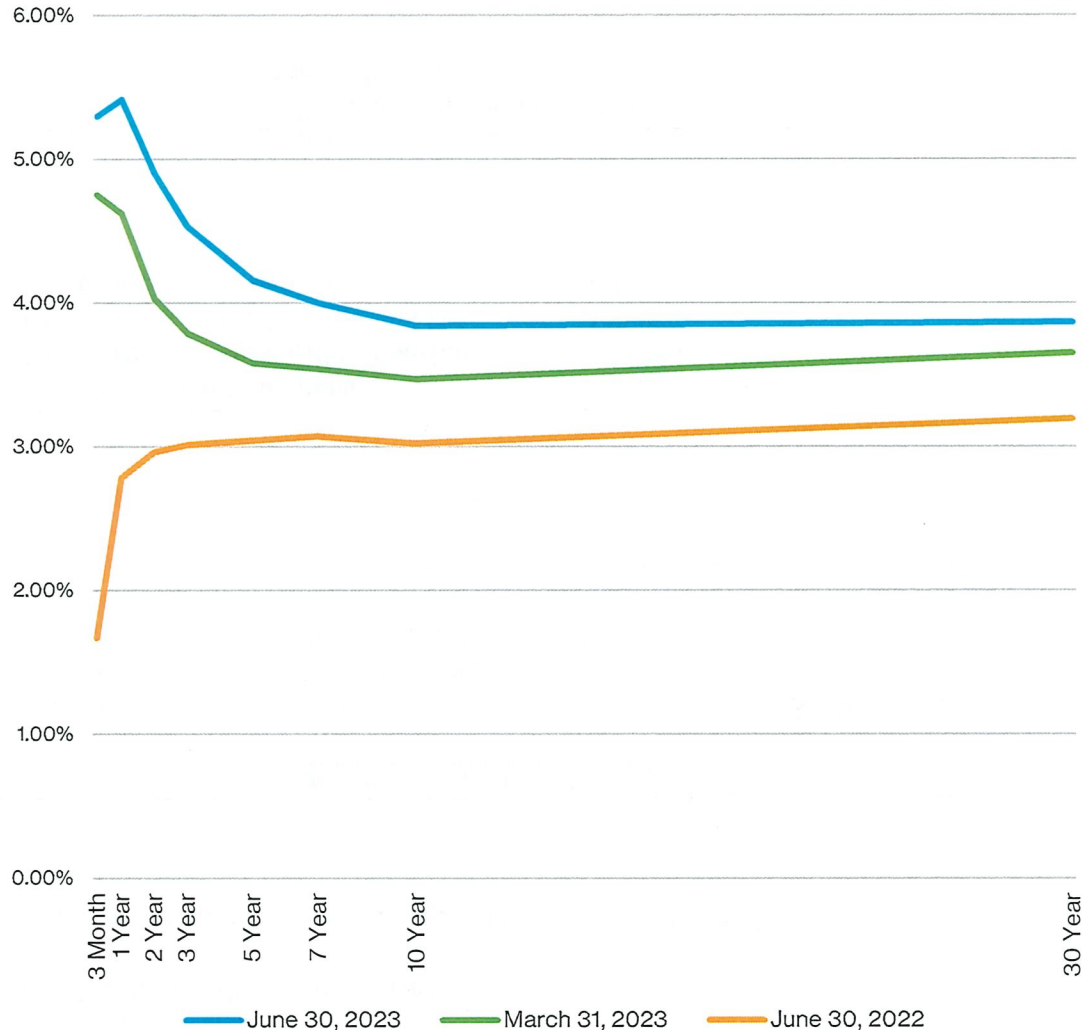
Page 2 SOURCE: BLOOMBERG

# Short-term Rates Move Higher

With still solid economic data and hawkish commentary from Powell, markets ended June pricing in an additional rate hike by the end of the year. Short-term treasury yields are highly correlated with changes in monetary policy, and we saw treasury yields react to this renewed view on rates. The 2 Year US Treasury yield increased 0.50% to 4.90%, and the 5 Year US Treasury yield increased 0.41% to 4.16%. Long-term treasury rates are more reflective of the market's outlook on growth. The 10 Year US Treasury yield increased by just 0.20% to 3.84%. Outside of March 8th, this is the most the curve has been inverted this rate hiking cycle.

Even with an inverted yield curve signaling an economic slowdown, spreads on corporate bonds, commercial paper, municipal bonds, and agency bonds generally tightened over the month. Some of the spread tightening was a continuation of the movement we saw after the debt ceiling debate was resolved. With spreads slightly below historic averages, we will continue to look to add value by picking up incremental yield on high-quality bonds, including agency debt. Locking in current yields and income levels will benefit portfolios when the yield curve eventually normalizes, and rates fall when this hiking cycle ends.

**US Treasury Yield Curve**



SOURCE: BLOOMBERG

*Port of Corpus Christi Authority*

Quarterly Investment Report

April – June 2023

**Portfolio Summary Management Report**

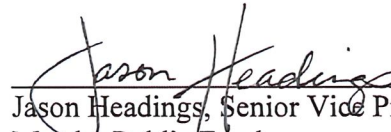
This quarterly report is prepared in compliance with the Investment Policy and Strategy of the Port and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

| <u><i>Portfolio as of March 31, 2023</i></u> |                | <u><i>Portfolio as of June 30, 2023</i></u>           |                   |
|--|----------------|---|-------------------|
| Beginning Book Value                         | \$ 318,803,954 | Ending Book Value                                     | \$ 299,871,605    |
| Beginning Market Value                       | \$ 312,675,309 | Ending Market Value                                   | \$ 293,987,613    |
| Unrealized Gain/Loss                         | \$ (6,128,645) | Investment Income for the period                      | \$ 1,996,854      |
|  |                | Unrealized Gain/Loss                                  | \$ (5,883,992)    |
|  |                | <b>Change in Unrealized Gain/Loss</b>                 | <b>\$ 244,653</b> |
| WAM at Beginning Period Date <sup>1</sup>    | 271 days       | WAM at Ending Period Date <sup>1</sup>                | 320 days          |
|  |                | Change in Market Value <sup>2</sup>                   | \$(18,687,696)    |
|  |                | <b>Average Yield to Maturity for the period</b>       | <b>2.595%</b>     |
|  |                | <b>Average Yield 6 month Treasury Bill for period</b> | <b>5.230%</b>     |
|  |                | <b>Average Yield 1 Year Treasury Note for period</b>  | <b>4.950%</b>     |
|  |                | <b>Average Yield Texpool for the period</b>           | <b>4.952%</b>     |

Authorized by:



Kent Britton, Chief Financial Officer/Interim CEO  
Port of Corpus Christi Authority



Jason Headings, Senior Vice President  
Meeder Public Funds

<sup>1</sup> WAM, represents weighted average maturity.

<sup>2</sup> *Change in Market Value* is required data, but will primarily reflect the receipt and expenditure of the Authority's funds from quarter to quarter.

# Your Portfolio

As of June 30, 2023

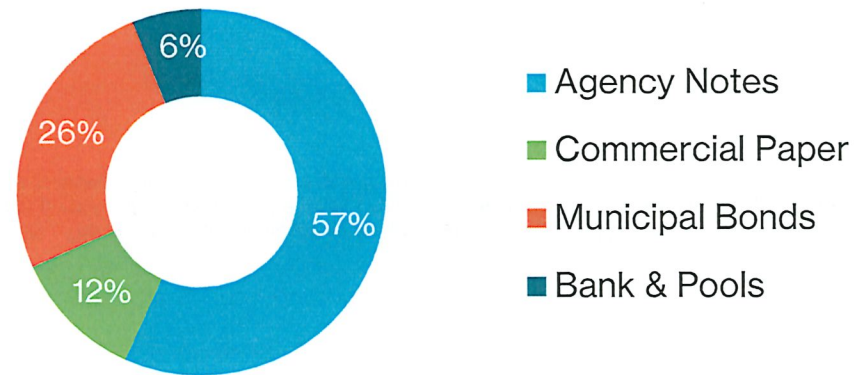


## Your Portfolio Statistics

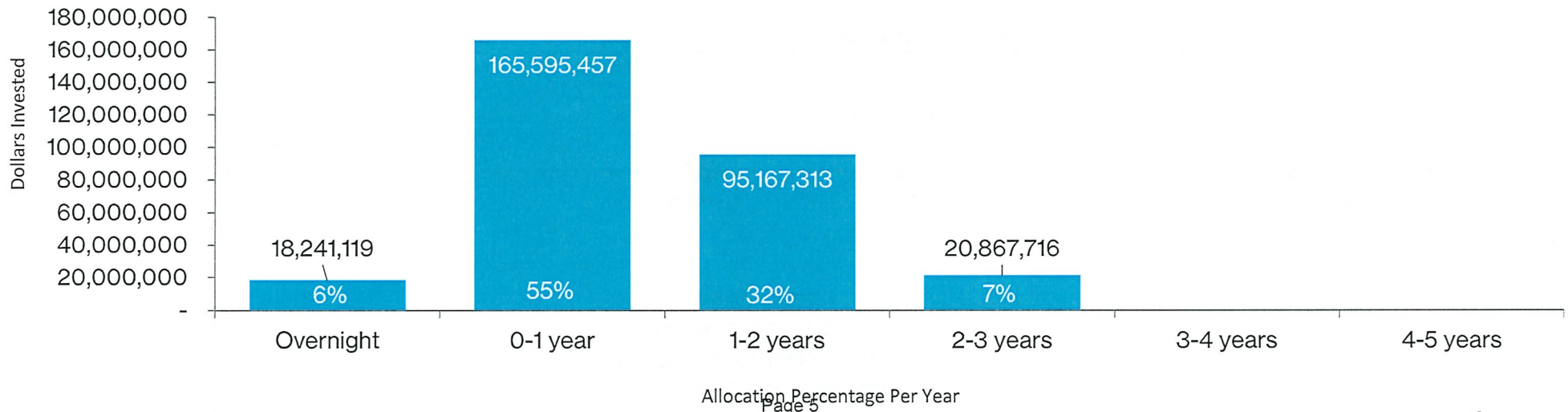
Weighted Average Maturity 0.88 years

Weighted Average Yield (All Funds) 2.74%

## Your Asset Allocation



## Your Maturity Distribution



Allocation Percentage Per Year



**Port of Corpus Christi Auth.  
Portfolio Management  
Portfolio Summary  
June 30, 2023**

Meeder Public Funds  
901 S. MoPac  
Suite 300  
Austin, TX 78746  
-

| Investments                        | Par Value             | Market Value          | Book Value            | % of Portfolio | Term       | Days to Maturity | YTM 365 Equiv. |
|------------------------------------|-----------------------|-----------------------|-----------------------|----------------|------------|------------------|----------------|
| Frost Bank                         | 5,761,527.24          | 5,761,527.24          | 5,761,527.24          | 1.92           | 1          | 1                | 0.000          |
| Commercial Paper Disc. -Amortizing | 35,000,000.00         | 34,691,911.00         | 34,707,585.00         | 11.57          | 193        | 57               | 5.344          |
| Federal Agency Coupon Securities   | 170,172,000.00        | 165,637,110.51        | 170,172,000.00        | 56.75          | 867        | 454              | 2.736          |
| Municipal Bonds                    | 76,630,000.00         | 75,417,472.80         | 76,750,900.52         | 25.59          | 834        | 219              | 1.364          |
| TexPool Prime                      | 12,479,591.78         | 12,479,591.78         | 12,479,591.78         | 4.16           | 1          | 1                | 5.304          |
|                                    | <b>300,043,119.02</b> | <b>293,987,613.33</b> | <b>299,871,604.54</b> | <b>100.00%</b> | <b>728</b> | <b>320</b>       | <b>2.741</b>   |
| <b>Investments</b>                 |                       |                       |                       |                |            |                  |                |
| <b>Cash and Accrued Interest</b>   |                       |                       |                       |                |            |                  |                |
| Accrued Interest at Purchase       |                       | 16,902.16             | 16,902.16             |                |            |                  |                |
| Subtotal                           |                       | 16,902.16             | 16,902.16             |                |            |                  |                |
| <b>Total Cash and Investments</b>  | <b>300,043,119.02</b> | <b>294,004,515.49</b> | <b>299,888,506.70</b> |                | <b>728</b> | <b>320</b>       | <b>2.741</b>   |

| Total Earnings | June 30 Month Ending | Fiscal Year To Date |
|----------------|----------------------|---------------------|
| Current Year   | 645,514.38           | 3,674,722.09        |

The following reports are submitted in accordance with the Public Funds Investment Act (Texas Gov't Code 2256). The reports also offer supplemental information not required by the Act in order to fully inform the governing body of the Port of Corpus Christi Authority of the position and activity within the Authority's portfolio of investment. The reports include a management summary overview, a detailed inventory report for the end of the period, a transaction report, as well as graphic representations of the portfolio to provide full disclosure to the governing body.

  
 Kent Britton, Chief Financial Officer/Interim CEO      7/19/23



**Port of Corpus Christi Auth.**  
**Summary by Type**  
**June 30, 2023**  
**Grouped by Fund**

Meeder Public Funds  
 901 S. MoPac  
 Suite 300  
 Austin, TX 78746  
 -

| Security Type                      | Number of<br>Investments | Par<br>Value          | Book Value            | % of<br>Portfolio | Average<br>YTM 365 | Average Days<br>to Maturity |
|------------------------------------|--------------------------|-----------------------|-----------------------|-------------------|--------------------|-----------------------------|
| <b>Fund: Operating Fund</b>        |                          |                       |                       |                   |                    |                             |
| Money Market                       | 1                        | 0.00                  | 0.00                  | 0.00              | 0.000              | 0                           |
| Federal Agency Coupon Securities   | 21                       | 170,172,000.00        | 170,172,000.00        | 56.75             | 2.736              | 454                         |
| Frost Bank                         | 1                        | 5,105,598.07          | 5,105,598.07          | 1.70              | 0.000              | 1                           |
| Commercial Paper Disc. -Amortizing | 5                        | 35,000,000.00         | 34,707,585.00         | 11.57             | 5.344              | 57                          |
| TexPool Prime                      | 1                        | 12,479,591.78         | 12,479,591.78         | 4.16              | 5.304              | 1                           |
| Municipal Bonds                    | 18                       | 76,630,000.00         | 76,750,900.52         | 25.59             | 1.364              | 219                         |
| <b>Subtotal</b>                    | <b>47</b>                | <b>299,387,189.85</b> | <b>299,215,675.37</b> | <b>99.77</b>      | <b>2.747</b>       | <b>321</b>                  |
| <b>Fund: Payroll Fund</b>          |                          |                       |                       |                   |                    |                             |
| Frost Bank                         | 1                        | 0.00                  | 0.00                  | 0.00              | 0.000              | 0                           |
| <b>Subtotal</b>                    | <b>1</b>                 | <b>0.00</b>           | <b>0.00</b>           | <b>0.00</b>       | <b>0.000</b>       | <b>0</b>                    |
| <b>Fund: Vendor Fund</b>           |                          |                       |                       |                   |                    |                             |
| Frost Bank                         | 1                        | 655,929.17            | 655,929.17            | 0.22              | 0.000              | 1                           |
| Wells Fargo                        | 1                        | 0.00                  | 0.00                  | 0.00              | 0.000              | 0                           |
| <b>Subtotal</b>                    | <b>2</b>                 | <b>655,929.17</b>     | <b>655,929.17</b>     | <b>0.22</b>       | <b>0.000</b>       | <b>1</b>                    |
| <b>Total and Average</b>           | <b>50</b>                | <b>300,043,119.02</b> | <b>299,871,604.54</b> | <b>100.00</b>     | <b>2.741</b>       | <b>320</b>                  |



Port of Corpus Christi Auth.  
Fund OPER - Operating Fund  
Investments by Fund  
June 30, 2023

Meeder Public Funds  
901 S. MoPac  
Suite 300  
Austin, TX 78746

| CUSIP                                     | Investment # | Issuer                        | Purchase Date | Book Value           | Par Value            | Market Value         | Current Rate | YTM 360      | YTM 365      | Maturity Date | Days To Maturity |
|---|--------------|-------------------------------|---------------|----------------------|----------------------|----------------------|--------------|--------------|--------------|---------------|------------------|
| <b>Frost Bank</b>                         |              |                               |               |                      |                      |                      |              |              |              |               |                  |
| 53257                                     | 10385        | Frost Bank Public Fd Checking | 01/01/2023    | 5,105,598.07         | 5,105,598.07         | 5,105,598.07         |              |              |              |               | 1                |
| <b>Subtotal and Average</b>               |              |                               |               | <b>5,105,598.07</b>  | <b>5,105,598.07</b>  | <b>5,105,598.07</b>  |              | <b>0.000</b> | <b>0.000</b> |               | <b>1</b>         |
| <b>Commercial Paper Disc. -Amortizing</b> |              |                               |               |                      |                      |                      |              |              |              |               |                  |
| 06744GV41                                 | 10397        | Barclays Bank CP              | 03/16/2023    | 7,956,422.22         | 8,000,000.00         | 7,954,904.00         |              | 5.414        | 5.489        | 08/07/2023    | 37               |
| 62479MYH0                                 | 10402        | MUFG Bank CP                  | 05/18/2023    | 6,857,293.33         | 7,000,000.00         | 6,849,297.00         |              | 5.546        | 5.623        | 11/17/2023    | 139              |
| 78009BU34                                 | 10388        | Royal Bank of Canada CP       | 10/12/2022    | 9,997,372.22         | 10,000,000.00        | 9,995,790.00         |              | 4.935        | 5.004        | 07/03/2023    | 2                |
| 86564XW59                                 | 10404        | Sumitomo Mitsui Trust Bank CP | 06/02/2023    | 4,950,041.67         | 5,000,000.00         | 4,950,400.00         |              | 5.529        | 5.606        | 09/05/2023    | 66               |
| 87019SWJ9                                 | 10394        | Swedbank CP                   | 01/20/2023    | 4,946,455.56         | 5,000,000.00         | 4,941,520.00         |              | 5.072        | 5.143        | 09/18/2023    | 79               |
| <b>Subtotal and Average</b>               |              |                               |               | <b>34,707,585.00</b> | <b>35,000,000.00</b> | <b>34,691,911.00</b> |              | <b>5.270</b> | <b>5.344</b> |               | <b>57</b>        |
| <b>Federal Agency Coupon Securities</b>   |              |                               |               |                      |                      |                      |              |              |              |               |                  |
| 31422XMV1                                 | 10359        | FRMAC Call Note               | 10/04/2021    | 10,000,000.00        | 10,000,000.00        | 9,394,805.40         | 0.500        | 0.493        | 0.500        | 10/04/2024    | 461              |
| 31422XER9                                 | 10338        | FRMAC Step Note               | 04/22/2021    | 10,000,000.00        | 10,000,000.00        | 9,618,529.70         | 0.750        | 0.503        | 0.510        | 04/22/2024    | 296              |
| 3133ENUS7                                 | 10376        | FFCB Call Note                | 04/20/2022    | 5,000,000.00         | 5,000,000.00         | 4,882,116.80         | 2.580        | 2.651        | 2.688        | 04/18/2024    | 292              |
| 3130ALJ70                                 | 10334        | FHLB Call Note                | 03/12/2021    | 10,000,000.00        | 10,000,000.00        | 9,635,193.50         | 0.400        | 0.394        | 0.400        | 03/12/2024    | 255              |
| 3130AMSF0                                 | 10348        | FHLB Call Note                | 06/28/2021    | 10,000,000.00        | 10,000,000.00        | 9,505,436.40         | 0.400        | 0.394        | 0.400        | 06/28/2024    | 363              |
| 3130AMWDO                                 | 10353        | FHLB Call Note                | 07/12/2021    | 7,500,000.00         | 7,500,000.00         | 7,116,376.65         | 0.400        | 0.394        | 0.400        | 07/12/2024    | 377              |
| 3130AN5A4                                 | 10354        | FHLB Call Note                | 07/26/2021    | 5,000,000.00         | 5,000,000.00         | 4,749,933.60         | 0.500        | 0.493        | 0.500        | 07/26/2024    | 391              |
| 3130APAR6                                 | 10357        | FHLB Call Note                | 09/30/2021    | 10,000,000.00        | 10,000,000.00        | 9,407,607.00         | 0.550        | 0.542        | 0.550        | 09/30/2024    | 457              |
| 3130APK79                                 | 10365        | FHLB Call Note                | 10/28/2021    | 5,000,000.00         | 5,000,000.00         | 4,697,090.20         | 0.700        | 0.690        | 0.700        | 10/28/2024    | 485              |
| 3130AQFK4                                 | 10368        | FHLB Call Note                | 01/19/2022    | 10,000,000.00        | 10,000,000.00        | 9,756,064.40         | 0.760        | 0.749        | 0.760        | 01/19/2024    | 202              |
| 3130AQLR2                                 | 10370        | FHLB Call Note                | 02/07/2022    | 10,000,000.00        | 10,000,000.00        | 9,727,859.40         | 1.000        | 0.986        | 1.000        | 02/07/2024    | 221              |
| 3130ASQM4                                 | 10382        | FHLB Call Note                | 08/08/2022    | 7,500,000.00         | 7,500,000.00         | 7,370,822.55         | 4.000        | 3.945        | 4.000        | 08/08/2024    | 404              |
| 3130ATN78                                 | 10389        | FHLB Call Note                | 10/25/2022    | 9,350,000.00         | 9,350,000.00         | 9,259,572.97         | 5.000        | 4.931        | 5.000        | 10/25/2024    | 482              |
| 3130AUGU2                                 | 10395        | FHLB Call Note                | 01/30/2023    | 4,150,000.00         | 4,150,000.00         | 4,139,646.00         | 5.000        | 4.941        | 5.010        | 10/27/2023    | 118              |
| 3130AVHU9                                 | 10398        | FHLB Call Note                | 04/03/2023    | 7,500,000.00         | 7,500,000.00         | 7,467,449.40         | 5.200        | 5.128        | 5.200        | 04/03/2024    | 277              |
| 3130AVHP0                                 | 10399        | FHLB Call Note                | 04/03/2023    | 7,500,000.00         | 7,500,000.00         | 7,444,536.83         | 5.200        | 5.137        | 5.209        | 09/30/2024    | 457              |
| 3130AVNC2                                 | 10400        | FHLB Call Note                | 04/27/2023    | 4,950,000.00         | 4,950,000.00         | 4,907,940.10         | 5.300        | 5.227        | 5.300        | 10/27/2025    | 849              |
| 3130AWCA6                                 | 10406        | FHLB Call Note                | 06/15/2023    | 10,000,000.00        | 10,000,000.00        | 9,988,268.00         | 5.750        | 5.671        | 5.750        | 06/15/2026    | 1,080            |
| 3130AWF54                                 | 10407        | FHLB Call Note                | 06/27/2023    | 9,325,000.00         | 9,325,000.00         | 9,315,379.30         | 5.550        | 5.473        | 5.550        | 06/27/2025    | 727              |
| 3134GYE81                                 | 10396        | FHLMC Call Note               | 01/30/2023    | 10,000,000.00        | 10,000,000.00        | 9,908,102.50         | 5.100        | 5.030        | 5.100        | 01/28/2025    | 577              |
| 3134GYQP0                                 | 10401        | FHLMC Call Note               | 05/02/2023    | 7,397,000.00         | 7,397,000.00         | 7,344,379.81         | 5.375        | 5.301        | 5.374        | 05/01/2025    | 670              |

**Fund OPER - Operating Fund  
Investments by Fund  
June 30, 2023**

| CUSIP                                | Investment # | Issuer                        | Purchase Date | Book Value     | Par Value      | Market Value   | Current Rate | YTM 360 | YTM 365 | Maturity Date | Days To Maturity |
|--------------------------------------|--------------|-------------------------------|---------------|----------------|----------------|----------------|--------------|---------|---------|---------------|------------------|
| <b>Subtotal and Average</b>          |              |                               |               | 170,172,000.00 | 170,172,000.00 | 165,637,110.51 |              | 2.698   | 2.736   |               | 453              |
| <b>Municipal Bonds</b>               |              |                               |               |                |                |                |              |         |         |               |                  |
| 20775DKX9                            | 10339        | Connecticut St Health & Educ  | 04/27/2021    | 4,365,283.92   | 4,365,000.00   | 4,291,537.05   | 0.450        | 0.424   | 0.430   | 11/01/2023    | 123              |
| 249182PK6                            | 10342        | Denver City & Cnty CO Airport | 06/07/2021    | 2,353,654.71   | 2,350,000.00   | 2,310,285.00   | 0.877        | 0.450   | 0.456   | 11/15/2023    | 137              |
| 386138E80                            | 10351        | Grand Prairie TX              | 07/07/2021    | 1,015,293.13   | 1,000,000.00   | 984,940.00     | 3.000        | 0.514   | 0.522   | 02/15/2024    | 229              |
| 419792ZJ8                            | 10319        | State of Hawaii               | 10/29/2020    | 4,000,000.00   | 4,000,000.00   | 3,953,480.00   | 0.571        | 0.562   | 0.570   | 10/01/2023    | 92               |
| 419792ZK5                            | 10358        | State of Hawaii               | 10/01/2021    | 4,510,312.50   | 4,500,000.00   | 4,254,345.00   | 0.802        | 0.608   | 0.616   | 10/01/2024    | 458              |
| 419792F76                            | 10361        | State of Hawaii               | 10/12/2021    | 6,480,000.00   | 6,480,000.00   | 6,456,283.20   | 0.422        | 0.416   | 0.422   | 08/01/2023    | 31               |
| 476637AT0                            | 10393        | Jersey City NJ Redev Agy      | 12/29/2022    | 5,011,684.96   | 5,000,000.00   | 4,993,950.00   | 5.500        | 4.932   | 5.000   | 12/28/2023    | 180              |
| 485106UV8                            | 10340        | Kansas City MO Special Oblig  | 04/29/2021    | 2,952,990.66   | 2,950,000.00   | 2,847,192.50   | 0.817        | 0.670   | 0.680   | 04/01/2024    | 275              |
| 521841D37                            | 10344        | Leander TX ISD                | 06/23/2021    | 3,358,588.63   | 3,360,000.00   | 3,339,100.80   |              | 0.340   | 0.345   | 08/15/2023    | 45               |
| 60636WNR2                            | 10360        | MO St Highways & Transit Comm | 10/06/2021    | 4,145,375.14   | 4,000,000.00   | 3,978,280.00   | 5.002        | 0.592   | 0.600   | 05/01/2024    | 305              |
| 64763FZS1                            | 10364        | New Orleans LA                | 10/26/2021    | 2,085,000.00   | 2,085,000.00   | 1,972,368.30   | 0.908        | 0.895   | 0.908   | 09/01/2024    | 428              |
| 678713GM4                            | 10403        | Oklahoma County OK ISD        | 05/25/2023    | 3,767,186.68   | 3,755,000.00   | 3,681,815.05   | 4.625        | 4.438   | 4.500   | 05/01/2026    | 1,035            |
| 73358W4V3                            | 10333        | Port Authority of NY & NJ     | 03/08/2021    | 10,000,000.00  | 10,000,000.00  | 10,000,000.00  | 1.086        | 0.345   | 0.350   | 07/01/2023    | 0                |
| 73358W4V3                            | 10341        | Port Authority of NY & NJ     | 05/18/2021    | 3,100,000.00   | 3,100,000.00   | 3,100,000.00   | 1.086        | 0.394   | 0.400   | 07/01/2023    | 0                |
| 762315RP6                            | 10405        | Rhode Island St Student Loan  | 06/07/2023    | 2,150,529.33   | 2,300,000.00   | 2,126,166.00   | 2.530        | 5.366   | 5.441   | 12/01/2025    | 884              |
| 845376LB6                            | 10347        | Southwestern NY CSD           | 06/24/2021    | 1,623,824.97   | 1,600,000.00   | 1,571,264.00   | 2.000        | 0.424   | 0.430   | 06/15/2024    | 350              |
| 9151375K5                            | 10378        | University of Texas           | 05/31/2022    | 9,107,724.62   | 9,095,000.00   | 9,076,264.30   | 3.825        | 2.615   | 2.651   | 08/15/2023    | 45               |
| 938191KM4                            | 10349        | Washington County OK ISD      | 06/29/2021    | 6,723,451.27   | 6,690,000.00   | 6,480,201.60   | 1.000        | 0.378   | 0.383   | 06/01/2024    | 336              |
| <b>Subtotal and Average</b>          |              |                               |               | 76,750,900.52  | 76,630,000.00  | 75,417,472.80  |              | 1.346   | 1.364   |               | 218              |
| <b>Money Market</b>                  |              |                               |               |                |                |                |              |         |         |               |                  |
| 84-64002634                          | 10021        | East West Bank MM 6           | 01/30/2013    | 0.00           | 0.00           | 0.00           |              |         |         |               | 1                |
| <b>Subtotal and Average</b>          |              |                               |               | 0.00           | 0.00           | 0.00           |              | 0.000   | 0.000   |               | 0                |
| <b>TexPool Prime</b>                 |              |                               |               |                |                |                |              |         |         |               |                  |
| 7932600001A                          | 10015        | TexPool Prime                 | 11/09/2012    | 12,479,591.78  | 12,479,591.78  | 12,479,591.78  | 5.304        | 5.231   | 5.303   |               | 1                |
| <b>Subtotal and Average</b>          |              |                               |               | 12,479,591.78  | 12,479,591.78  | 12,479,591.78  |              | 5.231   | 5.304   |               | 1                |
| <b>Total Investments and Average</b> |              |                               |               | 299,215,675.37 | 299,387,189.85 | 293,331,684.16 |              | 2.709   | 2.747   |               | 320              |

Fund PAY - Payroll Fund  
Investments by Fund  
June 30, 2023

| CUSIP                         | Investment # | Issuer                        | Purchase Date | Book Value | Par Value | Market Value | Current Rate | YTM 360 | YTM 365 | Maturity Days To Date Maturity |
|-------------------------------|--------------|-------------------------------|---------------|------------|-----------|--------------|--------------|---------|---------|--------------------------------|
| Frost Bank                    |              |                               |               |            |           |              |              |         |         |                                |
| 53265                         | 10386        | Frost Bank Public Fd Checking | 01/01/2023    | 0.00       | 0.00      | 0.00         |              |         |         | 1                              |
| Subtotal and Average          |              |                               |               | 0.00       | 0.00      | 0.00         |              | 0.000   | 0.000   | 0                              |
| Total Investments and Average |              |                               |               | 0.00       | 0.00      | 0.00         |              | 0.000   | 0.000   | 0                              |

Fund VEND - Vendor Fund  
Investments by Fund  
June 30, 2023

| CUSIP                                | Investment # | Issuer                        | Purchase Date | Book Value | Par Value  | Market Value | Current Rate | YTM 360 | YTM 365 | Maturity Days To Date Maturity |
|--------------------------------------|--------------|-------------------------------|---------------|------------|------------|--------------|--------------|---------|---------|--------------------------------|
| <b>Frost Bank</b>                    |              |                               |               |            |            |              |              |         |         |                                |
| 53249                                | 10387        | Frost Bank Public Fd Checking | 01/01/2023    | 655,929.17 | 655,929.17 | 655,929.17   |              |         |         | 1                              |
| Subtotal and Average                 |              |                               |               | 655,929.17 | 655,929.17 | 655,929.17   |              | 0.000   | 0.000   | 1                              |
| <b>Wells Fargo</b>                   |              |                               |               |            |            |              |              |         |         |                                |
| 2885151882                           | 10008        | Wells Fargo Business Checking | 09/01/2012    | 0.00       | 0.00       | 0.00         |              |         |         | 1                              |
| Subtotal and Average                 |              |                               |               | 0.00       | 0.00       | 0.00         |              | 0.000   | 0.000   | 0                              |
| <b>Total Investments and Average</b> |              |                               |               | 655,929.17 | 655,929.17 | 655,929.17   |              | 0.000   | 0.000   | 1                              |

**DATE:** August 15, 2023

**TO:** Port Commission

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

**ANTICIPATED STAFF PRESENTER:** Amelie Leroux, E.I.T.  
Project Engineer

**Award a construction contract to Russell Marine LLC in the amount of \$4,662,135, the lowest and best bidder based on bids received on August 1, 2023, for the Cargo Dock 9 structural repairs project.**

**SUMMARY:** Staff recommends the award of a construction contract to Russell Marine LLC for the Cargo Dock 9 structural repairs project. On August 1, 2023, we received five responses to our Notice of Solicitation. Russell Marine LLC submitted the lowest and best bid in the amount of \$4,662,135. This project was presented at the Long Range Planning Committee on August 8, 2023 and was recommended for Commission approval.

**BACKGROUND:** Located directly west of the current Harbor Bridge and across the Inner Harbor from the PCCA executive administration building, Cargo Dock 9 is routinely called on by Panamax-sized vessels. Originally constructed in 1929, Cargo Dock 9 was later enlarged in 1937 and expanded in 1993, then, in 1996, structural repairs were made to the dock pilings. More recently in 2016, general improvements were made to the warehouse, and in March 2022, the PCCA completed a project to improve and repair Cargo Dock 9’s stormwater, wastewater, and pavement.

An underwater inspection in 2020 and a facilities condition assessment of Cargo Dock 9 in 2021 indicated the dock is in poor condition and major repairs are needed to restore loading capacity to the main dock. Additionally, to determine the required structural upgrades, a structural assessment analyzing existing conditions of the dock and potential channel deepening impacts was needed. Therefore, through a Request for Qualifications selection process, the PCCA staff selected Lanier & Associates Consulting Engineers, Inc. for engineering design services associated with this effort, and on October 19, 2021, the Port Commission approved a service order with Lanier in the amount of \$961,834. Staff additionally developed technical specifications and drawings for exterior painting requirements for incorporation into the construction bid documents.

The construction documents were structured with a Base Bid and four Additive Bid Items, as follows:

- **Base Bid:** Above water repairs to concrete dock structure, which comprises of:

shotcrete damage repair, vertical crack repairs, exposed rebar repairs in the shear wall, spall repairs, and repairs in the deck. The work also consists of hot mix asphalt pavement repairs, expansion joints repairs, replacement of bullrail, exploratory digging, and replacement of select deteriorated extruded trapezoidal fenders and hardware that are PCCA-furnished.

- **Additive Bid Item 1:** replacement of upper extruded trapezoidal fender system and hardware. The hardware and fenders are PCCA-furnished.
- **Additive Bid Item 2:** replacement of lower extruded trapezoidal fender system and hardware. The hardware and fenders are PCCA-furnished.
- **Additive Bid Item 3:** standby charges, which will be paid to the contractor if and when dock utilization and cargo transfer prevents the contractor from working a minimum of 16 days within any one calendar month.
- **Additive Bid Item 4:** painting of the Cargo Dock 9 warehouse exterior, which generally includes cleaning, substrate preparation, and applying paint system to metal cladding, down spouts, concrete wall section, personnel doors, overhead roll-up doors, and related exterior components.

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

On August 1, 2023, we received five responses to our Notice of Solicitation, in which Russell Marine LLC submitted the lowest and best evaluated bid in the amount of \$4,662,135. The bid consisted of \$3,611,330 for the Base Bid, a unit rate amount of \$4,780 for replacement of each upper fender for Additive Bid Item 1, a unit rate amount of \$4,780 per replacement of each lower fender for Additive Bid Item 2, a unit rate amount of \$5,000 per each day of standby time for Additive Bid Item 3, and \$272,925 for exterior painting for Additive Bid Item 4.

Russell Marine, LLC has successfully worked on and completed projects for the PCCA in the past, such as the Bulk Dock 1 west trestle beam repairs, construction of Oil Dock 15, the Oil Dock 12 barge breasting structure upgrades, and the ongoing adjacent Oil Dock 1 structural repairs and upgrades project.

The construction contract duration is 365 calendar days.

**ALTERNATIVES:** N/A

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

**EMERGENCY:** No.

**FINANCIAL IMPACT:** This project is included in this year's maintenance budget with an allocation of \$2,500,000 in 2023 and \$3,500,000 in 2024.

**STAFF RECOMMENDATION:** Staff recommends the award of a construction contract to Russell Marine LLC in the amount of \$4,662,135 for construction of Cargo Dock 9 structural repairs, consisting of the Base Bid in the amount of \$3,611,330; Additive Bid Item 1 at the unit price of \$4,780 for each upper fender for up to 77 fenders for a total of \$368,060; Additive Bid Item 2 at the unit price of \$4,780 for each lower fender for up to 69 fenders for a total of \$329,820; Additive Bid Item 3 at the unit rate of \$5,000 per day for each day of standby time up to 16 days for a total of \$80,000; and Additive Bid Item 4 lump sum price of \$272,925 for the warehouse exterior painting.

**DEPARTMENTAL CLEARANCES:**

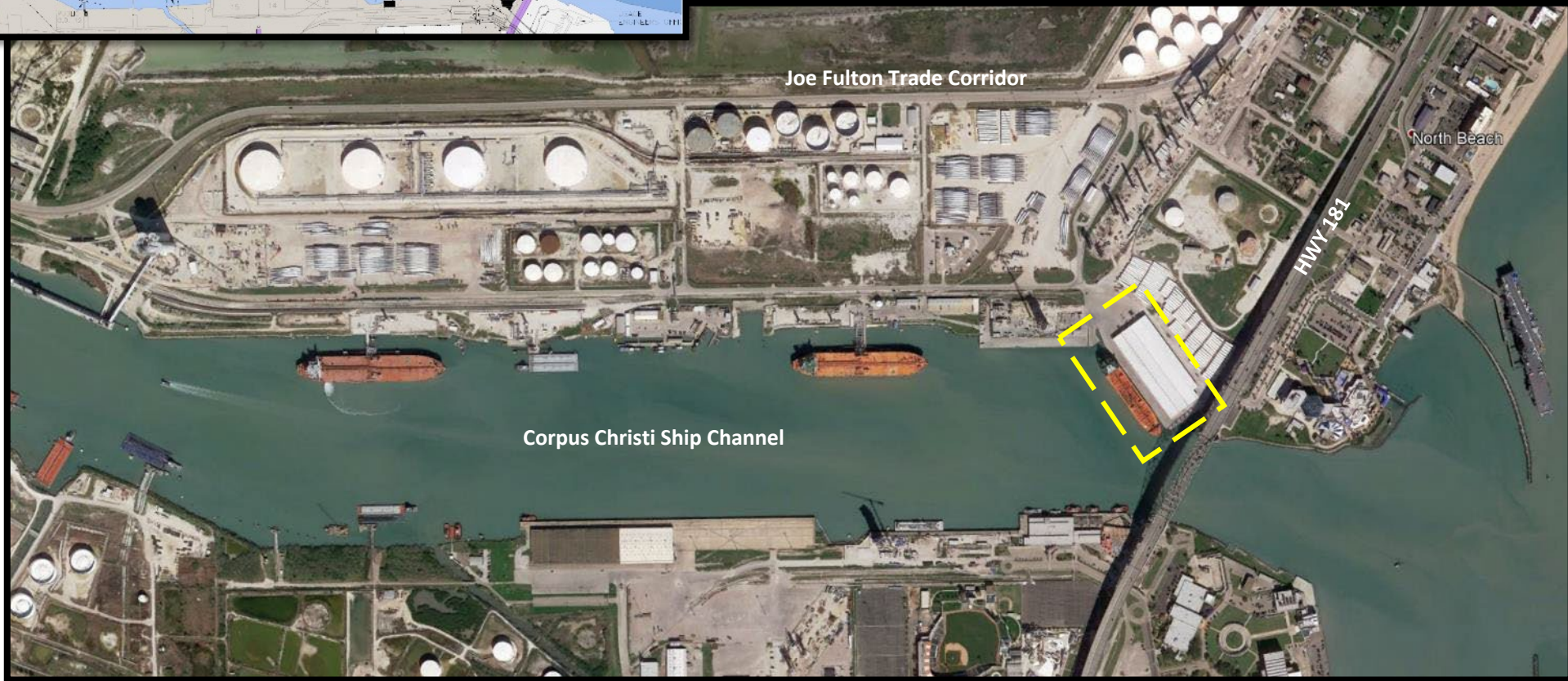
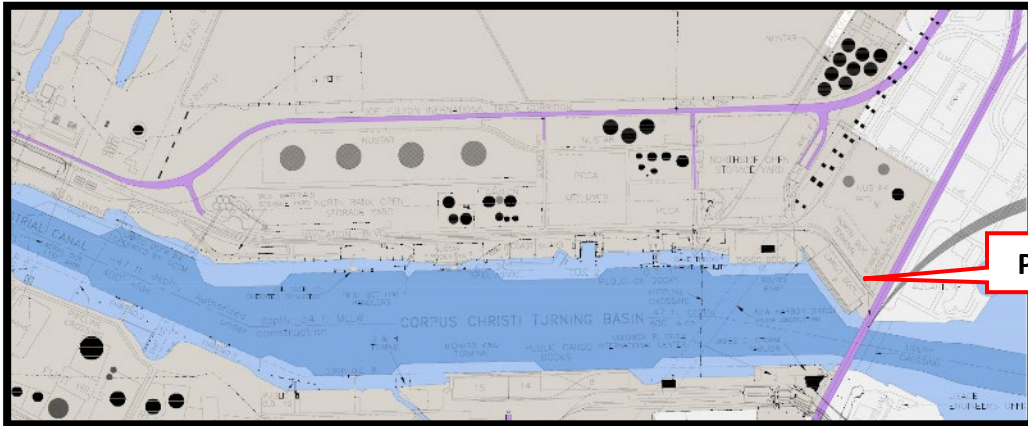
|                        |                                |
|------------------------|--------------------------------|
| Originating Department | Engineering Services           |
| Reviewed & Approved    | Natasha Fudge                  |
|                        | Sonya Lopez-Sosa               |
|                        | Jacob Morales                  |
|                        | Amelie Leroux                  |
| Legal                  | Standard construction contract |
| Senior Staff           | Kent Britton                   |
|                        | Clark Robertson                |
|                        | Jeff Pollack                   |

**LIST OF SUPPORTING DOCUMENTS:**

Exhibit  
Bid Tabulation

# Project Location

## Cargo Dock 9 Structural Repairs



# Overview

## – Construction Timeline

- 1929: Original construction
- 1937: Enlarged
- 1971: Warehouse replaced
- 1979: Dock repairs
- 1993: Expanded
- 2016+: Various improvements
- 2020: Utility improvements

## – What we know...

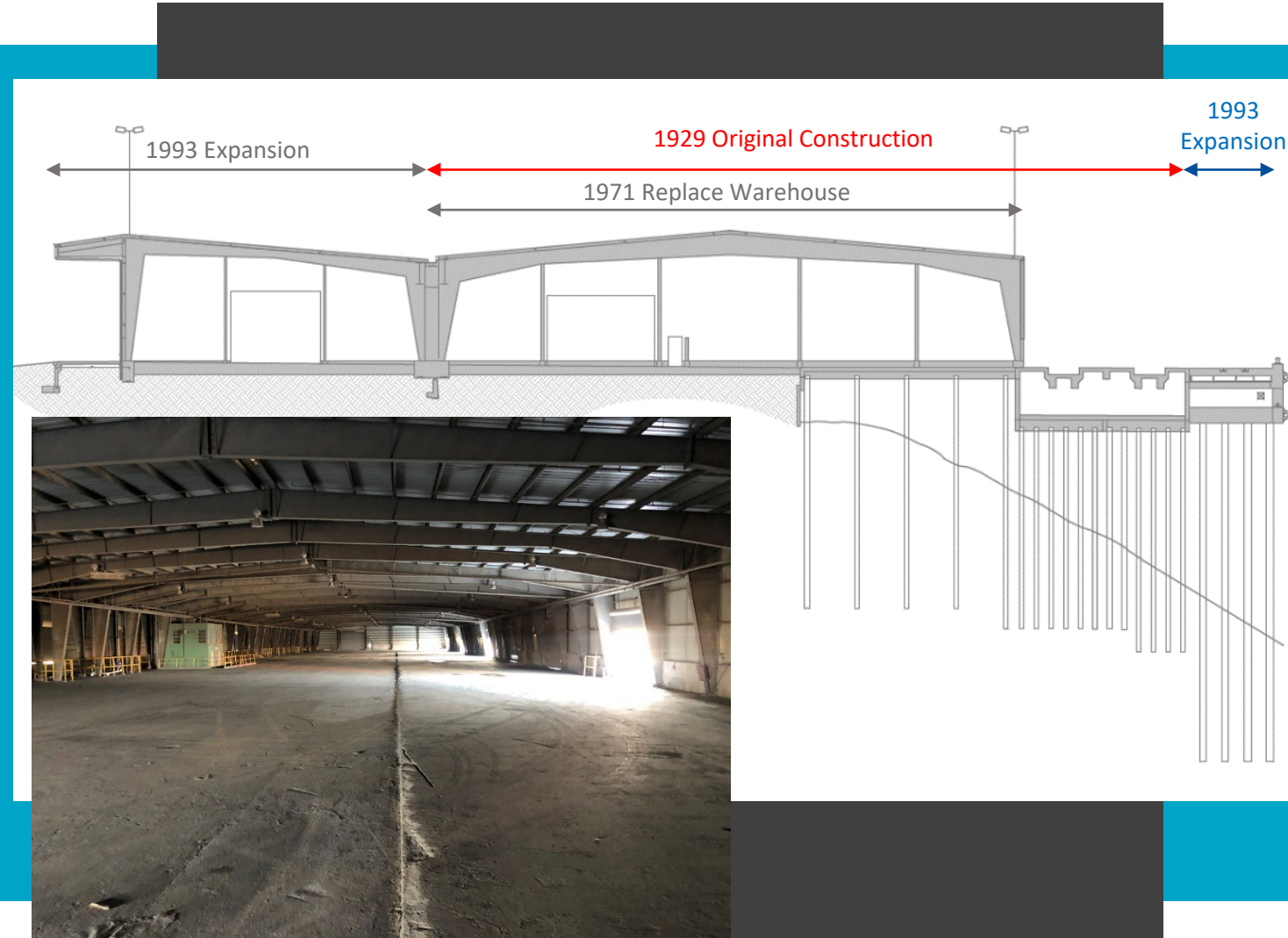
- 2020: Underwater inspection
- 2022: Facilities inspection

### condition rating = grade “D” (poor condition)

Advanced deterioration or overstressing observed on widespread portions of the structure but does not *significantly* reduce the load bearing capacity of the structure. Repairs may be carried out with moderate urgency.

# Overview

## Cargo Dock 9 Structural Repairs



## Project Objective

- Repair existing dock structure
- Coordination with stakeholders

## Scope of Work

- Repairs to the concrete dock structure:
  - Shotcrete damage repair
  - Vertical crack repair
  - Exposed rebar
  - Spalling repairs
- Exploratory digging
- Pavement repairs
- Fender replacement
- Bollard remove and replace
- Painting the exterior of the warehouse
- Construction sequenced to minimize disruption to dock users

# Scope of Work

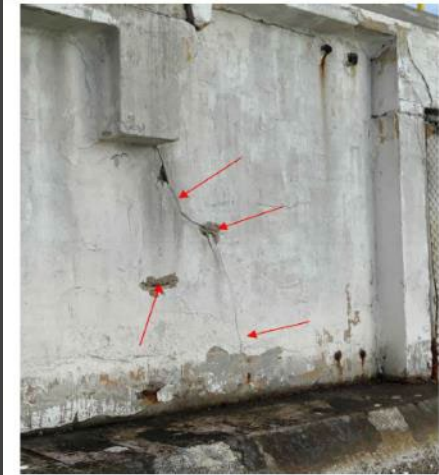
## Cargo Dock 9 Structural Repairs



Pile V, Row 1 with exposed rebar.



Row V, Bent 2 & 3 with exposed rebar.



East wall near back row of piles.



Footing at Bent 0



**Solicitation Results For  
Cargo Dock 9 Structural Repairs  
Project No. 20-027B  
Tuesday, August 1, 2023 at 3:00 P.M. CST**

| Company Name                      | Base Bid <sup>A</sup> | Additive Bid Item 1 <sup>B</sup> | Additive Bid Item 2 <sup>C</sup> | Additive Bid Item 3 <sup>D</sup> | Additive Bid Item 4 <sup>E</sup> | Total Evaluated Bid <sup>F</sup> |
|-----------------------------------|-----------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| Russell Marine LLC                | \$3,611,330.00        | \$4,780.00                       | \$4,780.00                       | \$5,000.00                       | \$272,925.00                     | \$4,662,135.00                   |
| SR Trident*                       | \$3,419,372.05        | \$9,392.00                       | \$9,392.00                       | \$8,500.00                       | \$527,380.60                     | \$5,453,984.65                   |
| Texas Gulf Construction Co., Inc. | \$4,240,879.50        | \$8,798.00                       | \$8,798.00                       | \$25,856.00                      | \$296,579.00                     | \$6,235,662.50                   |
| CCC Group, Inc.                   | \$3,782,322.00        | \$16,460.00                      | \$16,460.00                      | \$11,944.00                      | \$521,345.00                     | \$6,897,931.00                   |
| Southern Road & Bridge, LLC*      | \$6,673,683.00        | \$95,000.00                      | \$95,000.00                      | \$6,850.00                       | \$1,117,775.00                   | \$21,771,058.00                  |

**\*Minor math error corrected**

<sup>A</sup>**BASE BID:** The work generally consists of above water repairs to concrete dock structure which comprises of: shotcrete damage repair, vertical crack repairs, exposed rebar repairs in the shear wall, spall repairs, and repairs in the deck. The work also consists of hot mix asphalt pavement repairs, expansion joints repairs, replacement of bullrail, exploratory digging, and replacement of select extruded trapezoidal fenders and hardware that are Owner furnished. This is a Lump Sum bid item.

<sup>B</sup>**ADDITIVE BID ITEM 1:** Work generally consists of replacement of upper extruded trapezoidal fender system and hardware, the hardware and fenders are Owner furnished. This is a Unit Price bid item.

<sup>C</sup>**ADDITIVE BID ITEM 2:** Work generally consist of replacement of lower extruded trapezoidal fender system and hardware, the hardware and fenders are Owner furnished. This is a Unit Price bid item.

<sup>D</sup>**ADDITIVE BID ITEM 3:** STANDBY CHARGES. Standby charges will be paid to the contractor if and when dock utilization and cargo transfer prevents the contractor from working a minimum of 16 days within any one calendar month. Refer to Special Conditions, 1.04 Scheduling Constraints and 1.05 Standby Charges. This is a Unit Price bid item.

<sup>E</sup>**ADDITIVE BID ITEM 4:** Painting of Cargo Dock 9 warehouse exterior. Generally includes cleaning, substrate preparation, and applying paint system to metal cladding, down spouts, concrete wall section, personnel doors, overhead roll-up doors, and related exterior components. See Cargo Dock 9 Exterior Elevations Exhibit A for quantities. This is a Lump Sum bid item.

<sup>F</sup>**TOTAL EVALUATED BID:** Base Bid + 77 x Additive Bid Item 1 + 69 x Additive Bid Item 2 + 16 x Additive Bid Item 3 + Total Amount + Additive Bid Item 4

Read By: Eduardo Belmarez

Tabulated By: Melinda Licon

Date: August 1, 2023

**DATE:** August 15, 2023  
**TO:** Port Commission  
**FROM:** Daniel J. Koesema, PE, CFM  
Director of Channel & DMPA Development

**Approve a Relocation and Reimbursement Agreement with the City of Corpus Christi for the relocation of its 16-inch pipelines (E22 and E23) associated with the construction of the Corpus Christi Ship Channel Improvement Project.**

**SUMMARY:** Staff requests approval of a Relocation and Reimbursement Agreement with the City of Corpus Christi for relocation of its 16-inch pipelines (E22 and E23) associated with the construction of the Corpus Christi Ship Channel Improvement Project. This contract was presented to the Long-Range Planning Committee on August 8, 2023 and was recommended to be presented to full Commission for approval.

**BACKGROUND:** On September 9, 2017, the U.S. Army Corps of Engineers (USACE) and the Port of Corpus Christi Authority (PCCA) entered into a Project Partnership Agreement (PPA) to deepen and widen the Corpus Christi Ship Channel from the Gulf of Mexico to the Viola Turning Basin and construct barge shelves across Corpus Christi Bay (Project).

In accordance with the PPA and the Water Resources Development Act of 2007 (WRDA 2007), the Federal Government is required to enforce the navigation servitude in the Corpus Christi Ship Channel including the removal and relocation of any facility obstructing the Project, consistent with the cost sharing requirements of Section 101 of the Water Resources Development Act of 1986 (WRDA 86). The U.S. Army Corps of Engineers has issued Directive to Remove (DTR) notices requiring pipeline owners to remove or relocate all pipelines obstructing the Project.

In accordance with the PPA and WRDA 86, one-half of the cost of each such relocation shall be borne by the owner of the facility being relocated and one-half of the cost of each such relocation shall be borne by the non-Federal sponsor. Staff negotiated the attached Relocation and Reimbursement Agreement with the City of Corpus Christi for the relocation of its 16-inch pipelines (E22 and E23) located in the Viola Channel. The scope of work includes removing the two 16-inch pipelines and replacing with a single 24-inch pipeline, and constructing related onshore tie-in lateral facilities.

**ALTERNATIVES:** N/A

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

**EMERGENCY:** N/A

**FINANCIAL IMPACT:** This project was included in the 2023 budget with an allocation of \$15,517,780 in 2023 and \$16,664,317 in 2024. The total estimated cost for this project is \$14,235,446. The PCCA's estimated share is \$7,117,723.

**STAFF RECOMMENDATION:** Staff recommends approval of a Relocation and Reimbursement Agreement with the City of Corpus Christi for the relocation of its 16-inch pipelines (E22 and E23) associated with the construction of the Corpus Christi Ship Channel Improvement Project.

**DEPARTMENTAL CLEARANCES:**

Originating Department      Channel and DMPA Development

Reviewed & Approved      Daniel J. Koesema  
Legal Reviewed by      Dane Bruun  
Executive Staff      Kent Britton  
   Clark Robertson

**LIST OF SUPPORTING DOCUMENTS:**

Map Exhibit  
Relocation and Reimbursement Agreement



**RELOCATION AND REIMBURSEMENT AGREEMENT**

This Relocation and Reimbursement Agreement (“**Agreement**”) is made and entered into and effective this the 15th day of August 2023 (the “**Effective Date**”), by and between the City of Corpus Christi, Texas, a Texas home-rule municipality (the “**City**”) and the Port of Corpus Christi Authority of Nueces County, Texas (the “**Authority**”).

**WITNESSETH:**

WHEREAS, City is the owner of two 16-inch water pipelines (the “**Facilities**”) crossing the Corpus Christi Ship Channel by virtue of the following described easement:

By virtue of a certain Pipeline Easement, dated August 10, 2004, and recorded in Nueces County as Doc# 2004043058 (herein, “**Existing Easement**”); and

WHEREAS, the U.S. Army Corps of Engineers, Galveston District (“**Government**”), has commenced construction of the congressionally authorized deepening and widening of the Corpus Christi Ship Channel which generally consists of deepening the existing Corpus Christi Ship Channel (“**CCSC**”) from the Viola Turning Basin to the end of the jetties in the Gulf of Mexico (approximately 34 miles) from -47 feet Mean Lower Low Water (MLLW) to -54 feet MLLW, deepening and extending the remainder of the CCSC into the Gulf of Mexico (approximately 2 miles) from -49 feet MLLW to -56 feet MLLW, widening the CCSC to 530 feet through the Upper Bay and Lower Bay reaches (approximately 20 miles), and constructing 200-foot wide barge shelves to -14 feet MLLW on both sides of the CCSC (approximately 10 miles) across Corpus Christi Bay (the “**Channel Improvement Project**”); and

WHEREAS, Section 1001(40)(B) of the Water Resources Development Act of 2007 (“**WRDA 2007**”) directs the Government to exercise navigational servitude on the CCSC, including the removal or relocation of any facility obstructing the Channel Improvement Project; and

WHEREAS, by letter from the Government to City received February 20, 2019, the Government directed City to remove or relocate the above-described Facilities by January 2021 (the “**Federal Removal Deadline**”) to accommodate construction of the Channel Improvement Project; and

WHEREAS, WRDA 2007, which originally authorized the Channel Improvement Project, states that “the Secretary shall enforce the navigational servitude ... (including the removal or relocation of any facility obstructing the project) consistent with the cost sharing requirements of section 101” of the Water Resources Development Act of 1986 (“**WRDA 1986**”); Pub. Law 110-114 § 1001(40)(B) (Nov. 8, 2007); and

WHEREAS, Section 101(a)(4) of the WRDA 1986 provides that the “non-Federal interests for a project ... shall perform or assure the performance of all relocations of utilities necessary to carry out the project, except that in the case of a project for a deep-draft harbor ..., one-half of the cost of each such relocation shall be borne by the owner of the facility being relocated and one-

half of the cost of each such relocation shall be borne by the non-Federal interests.” 33 U.S.C. § 2211(a)(4); and

WHEREAS, Section 101(a)(4) of the WRDA 1986 goes on to define the “deep-draft harbor” as a harbor which authorized to be constructed to a depth of more than 45 feet, 33 U.S.C. § 2241(1); and

WHEREAS, the transfer of the existing Facilities, to a new location is a relocation project for purposes of the WRDA 1986 and, thus, the Authority, as the Non-Federal Sponsor of a deep port channel relocation project, is required to pay 50% of the cost of relocation – including both the removal and installation activities associated with the Facilities; and

WHEREAS, in September 2017, the Government and the Authority signed a Project Partnership Agreement (“PPA”) that governs the terms and conditions under which the Government is undertaking the Channel Improvement Project, including *inter alia*, a requirement that the Authority and City “shall share equally in the cost of the relocation.” PPA, Art. II(J); and

WHEREAS, City, under the terms hereinafter stated, agrees to remove the existing Facilities and relocate the Facilities to accommodate the Channel Improvement Project, provided that Authority reimburses City fifty percent (50%) of its actual costs in performing the removal and installation activities; and

WHEREAS, relocation of the Facilities requires a new pipeline easement from the Authority, which new pipeline easement has been granted and is attached hereto in Exhibit A (the “New Easement”), and which New Easement was granted by the Authority to the City at no cost in exchange for the covenants contained herein.

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

1. City hereby agrees to perform, or cause to be performed, the work identified in the Scope of Work, attached hereto as Exhibit B, necessary to remove and relocate the Facilities to accommodate the Channel Improvement Project. City shall complete the work in two separate phases as identified in Exhibit B: Phase I which is the removal of the two existing 16” pipelines and Phase II which is the installation of the new 24” pipeline. For the purposes of this Agreement, “relocate” or “Relocation” means the alteration, lowering, raising, or replacement and attendant demolition of the Facilities, including, but not limited to, planning, engineering and design, project management, geotechnical, environmental, cultural and engineering studies, surveying, removing the existing pipeline facilities and the installation of a new 24” pipeline and functional equivalence to the Facilities, and securing land rights for the relocation of the Facilities, regulatory approvals, permitting, scheduling, material procurement, construction, construction management, inspection, non-destructive testing, and site restoration (collectively, the “Relocation Work”).
2. Prior to commencement of its activities to relocate the Facilities, City will furnish

Authority with a detailed set of plans for the construction of the relocated Facilities (the “**Plans**”) for the Authority’s approval, which approval shall not be unreasonably withheld nor unreasonably delayed. 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.

3. Prior to the installation of the Facilities as defined in Exhibit B, City shall furnish Authority’s Director of Engineering “issued-for-construction” drawings for the Facilities provided to its construction contractors for the construction of the Facilities, as well as, any subsequent revisions thereto. Upon completion of the installation of the Facilities in the New Easement, City shall provide an as-built drawing depicting and describing (by metes and bounds) the as-built location of the Facilities. For any segment of the Facilities installed utilizing horizontal directional drilling (“HDD”) methods, City agrees to survey by smart pig or similar technology and to include in the as-built drawings all x, y, and z, coordinates for each segment of Facilities installed by HDD methods.
4. The estimated cost of the Relocation Work is \$14,235,445.90, as further delineated in **Exhibit C** (the “**Estimated Costs**”), as reasonably estimated by City. City and Authority acknowledge that the Estimated Costs shall not be considered a maximum or minimum and that the actual cost of the Relocation Work may be more or less than the Estimated Costs.
5. Authority shall reimburse City fifty percent (50%) of the actual costs arising from the Relocation Work (the “**Relocation Costs**”). Relocation Costs are those necessary to provide a functionally equivalent Facility, reduced by depreciation, as applicable, and by the salvage value of any removed items. Relocation Costs include the following costs paid by City:
  - (a). Costs of contractors as defined under any construction or contractor agreements, supplemental agreements and change orders, and/or under invoices, bills, and other demands for payment made by contractors for work, material, right of way remediation and other services provided by the contractor in association with planning and implementing the Relocation Work.
  - (b). Costs for contractors’ equipment used as part of the Relocation Work, and rentals actually paid to third party contractors for the lease of such equipment.
  - (c). Costs of any and all Federal, State, County and municipal permits, licenses, inspections, any other payments and fees paid to any governmental unit as a result of the Relocation Work.
  - (d) Project management costs and inspection costs for the Relocation Work.
  - (e). All other external labor and material expenses paid by City in association with the Relocation Work.
6. Relocation Costs do not include the incremental costs associated with acquiring, constructing, drilling, laying, lowering, or installing new facilities that are objectively

superior to the existing Facilities for reasons other than depreciation or the fact that the new facilities may be newer than the existing Facilities (“**Betterments**”). In the event the City acquires, constructs, drills, lays, lowers, or installs a Betterment, the Authority remains obligated to reimburse the City for fifty percent (50%) of the Relocation Costs that would have resulted if the new facility was of a similar functional like and kind as the existing Facilities, but is not obligated to reimburse the City for any incremental costs of the Betterment. In addition, the following are not considered Betterments:

- (a). Upgrades or improvements in design and features reasonably required to be in compliance with current applicable industry, legal, or regulatory standards;
  - (b). Replacement of devices or materials that are of reasonably equivalent standards although not identical;
  - (c). Replacement of devices or materials no longer regularly manufactured; and
  - (d). Replacing two existing 16-inch pipelines with a single 24-inch pipeline.
7. The Authority shall provide notice as soon as reasonably practicable to City in the event that it considers any proposed scope of work or anticipated costs included in (i) the Plans, (ii) the “issued-for-construction” drawings provided to the Authority pursuant to Section 3 hereof or (iii) the Estimated Costs, to result in or to be an expense that it believes should be excluded from its reimbursement obligations hereunder due to the fact that such proposed work or expense would constitute or be attributable to a Betterment.
  8. City shall select contractors it deems qualified in its sole discretion to perform the Relocation Work (each a “**Contractor**” and, collectively, “**Contractors**”). City agrees that each Contractor shall be selected in compliance with Texas law and its Charter. City will provide Authority with copies of all contracts for the Relocation Work awarded by City.
  9. City shall provide written notice to the Authority if: (a) the actual amount of Relocation Costs for a particular relocation-related activity exceeds the Estimated Cost of that particular activity by 10% or more; or (b) if the actual amount of total Relocation Costs exceeds the total Estimated Amount by 10% or more. City agrees to provide Authority any change orders that may document any such increase in the Estimated Costs.
  10. The Relocation Work shall be undertaken under the direction and responsibility of City. The Authority shall not directly contract for any Relocation Work to be performed and shall not be responsible for any liability arising out of such Relocation Work. City shall rely on its own consultants, engineers, and contractors to design and implement the Relocation Work such as to provide City with the same like and kind functionality in the Facilities as existed just prior to the relocation. Authority’s sole responsibility in the Relocation Work is to reimburse 50% of the Relocation Costs as described more specifically above.

11. City shall comply with any and all requirements and conditions of any necessary approvals from any governmental authorities having competent jurisdiction over the removal and relocation of the Facilities (the “**Government Authorizations**”).
12. City shall notify Authority at least seven (7) days in advance of the time it expects to start the Relocation Work, as well as when actually commencing, suspending, resuming, and upon final completion of work.
13. This Agreement governs only those Facilities that will be removed and replaced. If the Government requires a Facility to be removed and the City does not replace the Facility, the Authority does not have any obligation under this Agreement (including no obligation under Section 5 to pay fifty percent (50%) of the costs associated with removing a Facility that will not be replaced).
14. Authority shall reimburse City fifty percent (50%) of City’s actual Relocation Costs on the following schedule:
  - (a). Upon completion of Phase I of the Relocation Work as detailed in Exhibit B, City shall prepare an accounting with supporting documentation of its final actual costs and submit to Authority an invoice setting forth the actual Relocation Costs incurred by City in connection with the Phase I (the “**Final Phase I Invoice**”). Authority shall review City’s supporting documentation within sixty (60) days of receipt. Authority may require additional supporting documentation prior to approval of City’s Final Phase I Invoice. Within ten (10) days of Authority’s approval of City’s Final Phase I Invoice, which approval shall be no later than ninety (90) days from Authority’s receipt of the Final Phase I Invoice, Authority shall pay City fifty percent (50%) of the undisputed Relocation Costs for Phase I. In the event that any item included in the Final Phase I Invoice is not accepted by the Authority as a reimbursable Relocation Cost, the Parties agree to resolve such dispute pursuant to Sections 16 and 17 below.
  - (b). For the Phase II Relocation Work, the City shall be reimbursed quarterly as provided herein. City shall notify the Authority upon the City’s issuance of its notice to proceed with Phase II construction. City shall thereafter submit quarterly invoices to the Authority for reimbursement of the actual Relocation Costs incurred by City in connection with the Phase II Relocation Work for each quarter (the “**Quarterly Phase II Invoices**”). Authority shall review City’s supporting documentation within sixty (60) days of receipt. Authority may require additional supporting documentation prior to approval of each Quarterly Phase II Invoice. Within ten (10) days of Authority’s approval of a Quarterly Phase II Invoice, which approval shall be no later than ninety (90) days from Authority’s receipt of each Quarterly Phase II Invoice, Authority shall pay City fifty percent (50%) of the undisputed Relocation Costs. In the event that any item included in a Quarterly Phase II Invoice is not accepted by the Authority as a reimbursable Relocation Cost, the Parties agree to resolve such dispute pursuant to Sections 16 and 17 below.
15. All payments due hereunder shall be in the form either of a check made out City of Corpus Christi, Texas, or ACH Payment. The ACH addenda information must contain the invoice number that is being paid. The email address for the ACH remittance advice is

[centralcashiering@cctexas.com](mailto:centralcashiering@cctexas.com) and [JudyAV@cctexas.com](mailto:JudyAV@cctexas.com). Account information will be provided with the invoice.

16. The Parties shall endeavor to resolve amicably any dispute in the ordinary course of business between the Parties' representatives. If the Parties' representatives are unable to resolve the dispute in the ordinary course of business, then the dispute shall be referred to the Parties' senior management for resolution. If the Parties' designated senior management cannot resolve the dispute within sixty (60) days of a Party's notice to the other Party or such other time as agreed upon between Parties, the Parties agree that such dispute may be subject to mediation on the terms and conditions set forth herein.
17. If a dispute cannot be settled by direct negotiations, either party may initiate mediation by giving notice to the other party to that effect. The place of mediation will be in Corpus Christi, Texas. The parties shall attempt to agree on a mediator and, if the parties are unable to agree upon the mediator within fifteen (15) days from the date notice was sent to initiate the mediation process, then the parties shall use the International Institute for Conflict Prevention and Resolution Mediation Procedure to appoint the mediator. The expense and costs of the mediation will be borne equally by the parties, except that each party will be responsible for paying the fees of its attorneys. If no resolution is agreed to at the conclusion of the foregoing mediation process, each party may pursue all remedies available to it at law, in equity or otherwise. Any dispute relating to, arising out of, or connected with this Agreement shall be exclusively filed and maintained in a State or Federal court located in Nueces County, Texas.
18. City agrees to use reasonable efforts to remove the existing Facilities by dates provided in Exhibit B or as may be reasonably extended to account for delays incurred in schedule for factors beyond City and Authority's control, and in any event to remove the existing Facilities within six (6) months of the date that the relocated Facilities are complete and operational.
19. It is expressly understood by the parties hereto that by execution of this Agreement and the New Easement, the City is abandoning any right, title or interest it may have as to any portion of the Existing Easement not located within the boundaries of the New Easement.
20. Notices, demands, requests or other formal communication related to this 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 Britton  
Interim Chief Executive Officer  
Port of Corpus Christi Authority  
400 Harbor Drive  
Corpus Christi, Texas 78401



**CITY OF CORPUS CHRISTI, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**EASEMENT**



This Easement is granted subject to the following:

1. Pipeline & Surface Site Fees. For the entire thirty (30) year term of the term of this Agreement, Grantee will pay to the Authority a one-time pipeline easement fee in the amount of Ten Dollars (\$10.00) in advance.

For the entire thirty (30) year term of the term of this Agreement Grantee will pay to the Authority, in advance, a one-time surface site fee in the amount of Ten Dollars (\$10.00) for the above ground Pipeline Appurtenances locations described and depicted in Exhibits A and B attached hereto.

The consideration initially paid by Grantee upon execution and delivery of this Easement is solely for the grant of the Easement, Temporary Easement and anticipated reasonable non-negligent damages thereto arising during the Initial Construction Period for simultaneous installation of the Pipeline and all authorized appurtenances thereto. With respect to all other damages, Grantee shall pay to Authority and to Authority's tenants, if any, all damages to real or personal property, whether such property is located inside or outside the boundaries of the Easements, which arise out of Grantee's construction, operation, repair, maintenance of the Pipeline or any other operations of Grantee hereunder.

2. Other Damages: With respect to all other damages, Grantee shall pay to Authority or to Authority's tenants, from time to time, all damages to Authority, caused by Grantee or its employees, agents or contractors, including but not limited to damages to: docks, mooring structures, pipelines, equipment, reservoirs, water wells, grass, fences, trees, roads, and improvements, inside or outside the Easement or Temporary Easement now in existence or hereafter constructed, including, but not limited to, damages 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, other than the anticipated reasonable non-negligent damages to Authority resulting from initial construction and simultaneous installation of the Pipeline, regardless if such damage arises during the Initial Construction Period.

3. Access and Post Construction Workspace. Grantee's rights of ingress and egress shall be confined to the above-described Easements during the Initial Construction Period. Grantee during the Initial Construction Period shall not have the right to cross Authority's adjacent land, store materials or equipment on Authority's adjacent land, or conduct any of Grantee's operations on Authority's adjacent land, without the prior express written consent of Authority. After the expiration of the Initial Construction Period, Grantee shall be permitted to have ingress and egress to and from the Easement for the construction, operation, maintenance, inspection, repair, removal or replacement of the Pipeline Facilities over a route or routes, across Authority's adjacent lands, if any, designated in advance by Authority. Grantee, during any period of construction, maintenance, inspection, repair, removal or replacement of the Pipeline Facilities, taking place after the expiration of the Initial Construction Period, shall be permitted to use a reasonable amount of Authority's adjoining property, as designated in advance by Authority, to the extent reasonably available, as determined by Authority in its sole and absolute discretion, and only for so long as reasonably

necessary for such construction, maintenance, inspection, repair, removal or replacement of the Pipeline Facilities (“Post Construction 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. After the expiration of the Initial Construction Period except in the case of an emergency, Grantee agrees to notify the Authority not less than seventy-two (72) hours prior to Grantee’s employees, agents or contractors entering upon the Easement for construction, maintenance, repairs or other operations. In the case of an emergency necessitating entry upon the Easement by Grantee, its employees, agents or contractors without first giving at least seventy-two (72) hours prior notice to Authority, Grantee agrees to notify the Authority of the nature and extent of any such emergency within twenty-four (24) hours after any such entry.

#### 4. Construction, Maintenance and Use.

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

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

Authority understands that Grantee intends to utilize a portion of the Easement and Temporary Easement for the operation of horizontal directional drilling (“HDD”) equipment needed to install a portion of the Pipeline within the Easement, under the **TULE LAKE TURNING BASIN**. Grantee agrees not to place, store, dump or dispose of any drilling mud, chemicals, spoil, dredge, sludge, water or other material utilized or produced in connection with any of Grantee’s HDD operations on the Easement or Temporary Easement or Authority’s adjoining property. Absent Authority’s express written consent to the contrary, all such material shall be captured and removed using watertight containers so that such material does not come into direct contact with any portion of the surface of such property in the course of performing such HDD operations. Grantee shall use all commercially reasonable efforts to minimize the Easement and Temporary Easement area utilized to perform the HDD operations, and Grantee agrees to restore the affected Easement and Temporary Easement area, and any adjoining property, to the same condition as existed prior to such operations. Grantee will consult with Authority regarding Grantee’s planned HDD operations prior to

commencing such work. Grantee agrees to immediately notify Authority's Director of Engineering of any damages to any property, real or personal, occurring outside the boundaries of the Easement or to any road, railroad, or other improvement inside or outside of the Easement caused by Grantee's HDD operations. All backfill placed in the Easement must be compacted to prevent settlement or erosion. Grantee shall bury and maintain the Pipeline and all underground Pipeline Appurtenances at a depth of not less than 4 feet below the surface of the ground or to such deeper depth as may be reasonably required as a result of the presence on, or construction on, or adjacent to, the areas within the Easement of any road, pipeline, or pole line. Grantee agrees to bore under all navigable channels and rail crossings to a depth set by Authority's Director of Engineering Services and where applicable the U.S. Army Corp. of Engineers. In refilling any hole or ditch, Grantee must compact the subsoil to ninety-five percent (95%) of original compaction. After any construction, repair or removal, Grantee shall compact, loosen, or otherwise condition the topsoil to the degree of compaction of non-disturbed topsoil so that there will be no settling or compaction of soil and so that the land disturbed will be the same level as the surrounding lands which will maintain drainage previous to such work and prevent erosion.

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

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 Easements, 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 the Easement during initial construction of the Pipeline Facilities.

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

If, during, or after, completion of construction of the Pipeline Facilities, the contamination is coming from the Pipeline Facilities, then Grantee will immediately take all steps necessary to shut down the Pipeline Facilities in the Easement from which the contamination is coming, repair or replace the Pipeline Facilities, and restore the Easements and Authority's adjacent lands to the condition they were in prior to the discovery of the contamination. If the contamination is not coming from a pipeline or pipelines in the Easement, then Grantee and Authority shall cooperate to determine the source of the contamination and advise the appropriate State and Federal agencies of the occurrence.

Grantee's use of the Easements and Post Construction Workspace herein granted and its operations in relation thereto will always comply with all applicable laws, statutes, rules and regulations of federal, state and local government. Grantee's use of the Easements 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 Easements. Grantee agrees to obtain all applicable environmental and all other permits necessary to conduct the work and provide a copy of said permits to Authority. Grantee agrees to construct and maintain the Pipeline Facilities in accordance with existing permits or permit applications related to the easement and in accordance with all applicable state and federal environmental rules and regulations.

Prior to commencement of construction of the Pipeline Facilities, Grantee will furnish Authority with a detailed set of plans for the construction of the Pipeline Facilities (the "Plans") for the Authority's approval, which approval shall not be unreasonably withheld. The Plans must be prepared in a standard engineering format and must be signed and sealed by a Professional Engineer registered in the State of Texas. The Plans for any Pipeline Facilities shall show the pipe grade, wall thickness and coating of the pipe to be constructed and shall depict the location and the depth at which such Pipeline Facilities will be installed within the Pipeline Easement. The Plans shall also depict all surface sites and any surface features, including but not limited to, drainage ditches, culverts, roads, fixtures, appurtenances, pipelines or containment levees in the vicinity of the Pipeline Easement that may be affected by the construction activity during installation or maintenance of the Pipeline Facilities. The Plans shall be submitted to Authority's Director of Engineering, who may require reasonable modifications to the Plans before approving them. Additionally, prior to the installation of the Pipeline Facilities within the Pipeline Easement, Grantee shall furnish Authority's Director of Engineering "issued-for-construction" drawings for the Pipeline.

Grantee as a condition precedent to Grantee's right to enter upon and otherwise access the Easements for construction purposes, shall furnish Authority all "issued for construction drawings" provided to its construction contractors for the construction of the Pipeline Facilities, as well as, any subsequent revisions thereto applicable to the Easement (the "Issued for Construction Drawings"). Grantee shall not enter upon the Easements for construction purposes until Grantee has provided Authority with a current set of Issued for Construction Drawings. Upon completion of the installation of the Pipeline Facilities in the Easement, Grantee shall provide an as-built drawing depicting and describing (by metes and bounds) the as-built location of the Pipeline Facilities. When any segment of pipeline is installed 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 Easements and any Post Construction Workspace with any other, existing or future users and easement holders in or near the Easements. Grantee shall promptly restore any portion of the right-of-way damaged by Grantee to its condition prior to such damage. Grantee shall, if requested by Authority, test in the manner specified by Authority, all restoration work at Grantee's expense. Authority shall be promptly notified in writing of the results of all tests of any such restoration work.

#### 5. Reservations, Exceptions, and Partial Release of Existing Pipeline Easements.

The Easements 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 Easements, and to grant other rights of use, leases and easements above, below and on the surface of the Easements, provided that such grants shall not materially interfere with the rights granted herein.

THE U.S. ARMY CORP. OF ENGINEERS, GALVESTON DISTRICT ("USACE") HAS COMMENCED CONSTRUCTION OF THE CONGRESSIONALLY AUTHORIZED PROJECT (THE "CHANNEL IMPROVEMENT PROJECT") TO DEEPEN AND WIDEN THE CORPUS CHRISTI SHIP CHANNEL (THE "SHIP CHANNEL"). THE USACE, IN CONNECTION WITH THE CHANNEL IMPROVEMENT PROJECT, HAS ISSUED NUMEROUS DIRECTIVES TO VARIOUS OWNERS OF PIPELINES CROSSING UNDER THE SHIP CHANNEL TO REMOVE OR RELOCATE PIPELINES TRAVERSING UNDER THE SHIP CHANNEL. IN RESPONSE, SOME PIPELINE COMPANIES HAVE SIMPLY ELECTED TO REMOVE THEIR PIPELINES, OTHERS HAVE ELECTED TO RELOCATE THEIR PIPELINES, AND SOME HAVE ELECTED TO REMOVE A PIPELINE, AND IN SOME INSTANCES REMOVE MULTIPLE PIPELINES AND REPLACE WITH A SINGLE PIPELINE OF LARGER DIAMETER. THE EASEMENTS AND RIGHTS GRANTED TO GRANTEE BY THIS PIPELINE EASEMENT AGREEMENT ARE BEING GRANTED IN RESPONSE TO GRANTEE'S ELECTION TO REPLACE ITS EXISTING PIPELINE(S) PLACED UNDER THE SHIP CHANNEL BY VIRTUE OF THE FOLLOWING DESCRIBED EASEMENT(S): A UTILITY EASEMENT GRANTED BY THE PORT AUTHORITY OF CORPUS CHRISTI TO THE CITY OF CORPUS CHRISTI ON AUGUST 10, 2004, FOR THE INSTALLATION OF TWO 12-INCH WASTEWATER LINES AND TWO 16-INCH WATER LINES AND

OTHER PUBLIC UTILITY LINES RECORDED IN THE OFFICIAL RECORDS OF NUECES COUNTY ON AUGUST 19, 2004, IN DOCUMENT NUMBER 2004043058 (THE "EXISTING EASEMENTS"). GRANTEE HEREBY WAIVES, RELEASES, THAT PORTION OF THE EXISTING EASEMENTS UNDERLYING THE SHIP CHANNEL IN THE VICINITY OF THE EASEMENT DESCRIBED HEREIN; AS WELL AS ANY PORTION OF THE EXISTING EASEMENT BETWEEN THE POINT OF BEGINNING AND THE POINT OF TERMINATION OR POINT OF ENDING WHICH ARE BEING REPLACED BY THE PIPELINE(S) AUTHORIZED BY THIS PIPELINE EASEMENT AGREEMENT DESCRIBED AND DEPICTED ON EXHIBITS A & B ATTACHED HERETO; AND UNDERLYING THE SHIP CHANNEL, SAVE AND EXCEPT, THE FOLLOWING DESCRIBED PIPELINE WHICH THE USACE IS NOT REQUIRING THE REMOVAL OF IN CONNECTION WITH THE CHANNEL IMPROVEMENT PROJECT, AUTHORIZED TO BE LOCATED UNDER THE CHANNEL BY THE FOLLOWING DESCRIBED EASEMENT(S), IF ANY: NONE.

6. **Indemnity.** To the extent allowed by law, 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 Easements, 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 “E” 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. In the event of an assignment or partial assignment of the Easement, any liability of Assignor or Assignee, to Authority under the terms of this Agreement shall be joint and several. The terms of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Assignment by Grantee shall not relieve Grantee from liability for the performance of the covenants and indemnities hereof. Grantee agrees to promptly provide Authority with a copy of all assignments authorized by this Section.

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 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 Easement and 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, 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 Easements 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:

City of Corpus Christi  
Attn: City Manager  
P.O. Box 9277  
Corpus Christi, Texas 78469-9277

13. Easement Maintenance and Litter. Grantee will maintain the Easements, 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 Easements 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 upland segments of the Easement in a normal and customary fashion consistent with industry standards, a minimum of once a year. However, Authority may suspend said mowing activities by notifying Grantee of Authority's election to suspend such mowing activities. If suspended, Authority may elect for Grantee to resume the mowing schedule by so notifying Grantee.

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

WITNESS this 12th day of December, 2022.

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

By: Sean C. Strawbridge  
Sean C. Strawbridge  
Chief Executive Officer

“Authority”

STATE OF TEXAS       §  
                                  §  
COUNTY OF NUECES   §

This instrument was acknowledged before me on the 12th day of December, 2022, by Sean C. Strawbridge, Chief Executive Officer of Port of Corpus Christi Authority of Nueces County, Texas, on behalf of the Port.

Tana Jeton Neighbors  
NOTARY PUBLIC, STATE OF TEXAS



*Grantee Signature Page Immediately Follows*

**CITY OF CORPUS CHRISTI**

By: *J.H. Edmonds*

Name: Jeff H. Edmonds, P.E.

Title: Director of Engineering Services

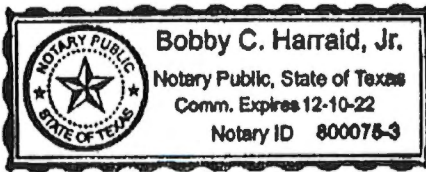
"Grantee"

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on the 22 day of November, 2022, by Jeff H. Edmonds, Director of Engineering Services of the City of Corpus Christi, a Texas Home Rule municipal corporation, on behalf of said City.

*B. Harraid, Jr.*  
NOTARY PUBLIC, STATE OF TEXAS



Approved as to Form:

*[Signature]*  
Assistant City Attorney

**“EXHIBIT A”****METES AND BOUNDS DESCRIPTION****FOR**

Approximately 3,244 linear feet for the centerline of a 24” Waterline, herein described as a “Pipeline Easement”, across the remaining portion of a called 169.519-acre tract known as “Tract II, Tule Lake Tract” described in a deed to the Port of Corpus Christi Authority as recorded in Volume 2334, Page 325, Deed Records, Nueces County, Texas, and out of the “Rincon Del Oso” Grant, Abstract No. 1, in Nueces County, Texas, said 3,244 Linear Feet being more particularly described with bearings based on the Texas State Plane Coordinate System of 1983 (NAD 83), South Zone (4205), with metes and bounds as follows;

**BEGINNING:** At a point, X = 1,307,543.16, Y = 17,187,339.99, on the north right-of-way line of Up River Road (60’ wide r.o.w.), for the most southerly point of the herein described line, from which a 5/8” iron rod found on the north right-of-way line of said Up River Road, and for the west corner of a called 2.426-acre tract known as “Tract II, Port Tract” described in a deed to Valero Marketing and Supply Company as recorded in Document No. 2005011120, Official Records, Nueces County, Texas, bears S 75°47’09” E, 215.14 feet;

**THENCE:** N 14°46’57” E, across said 139.519-acre tract, a distance of 5.47 feet to a point of intersection of the herein described line;

**THENCE:** N 42°56’58” E, continuing across said 139.519-acre tract, a distance of 278.75 feet to a point of intersection of the herein described line;

**THENCE:** N 85°22’21” E, continuing across said 139.519-acre tract, a distance of 294.07 feet to a point of intersection of the herein described line;

**THENCE:** N 40°42’55” E, across said 139.519-acre tract, a distance of 2,671.70 feet to a point on the south line of a called 26.9-acre tract known as a “Railroad right-of-way” described in a deed to San Antonio, Uvalde & Gulf Railroad Company as recorded in Volume 134, Page 369, Deed Records, Nueces County, Texas, for the **POINT OF TERMINATION**, X = 1,309,766.10, Y = 17,189,593.52, of approximately 3,244 linear feet for the centerline of a 24” Waterline, more or less. Said line being described in accordance with an actual survey made on the ground and a survey map prepared by LNV, LLC.



SERGIO Z. CANALES  
REGISTERED PROFESSIONAL LAND SURVEYOR  
LICENSE NO. 6040





LOCATION MAP N.T.S.

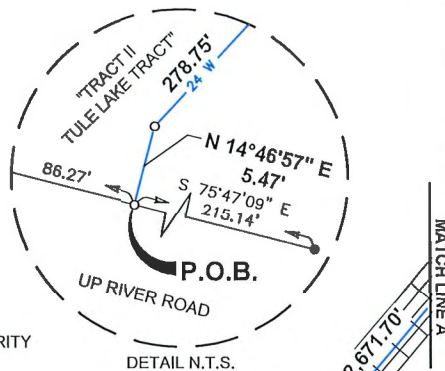
REFERENCES:

D.R.N.C.T. DEED RECORDS, NUECES COUNTY, TEXAS  
 O.R.N.C.T. OFFICIAL RECORDS, NUECES COUNTY, TEXAS  
 P.O.B. POINT OF BEGINNING  
 POT POINT OF TERMINATION

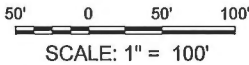
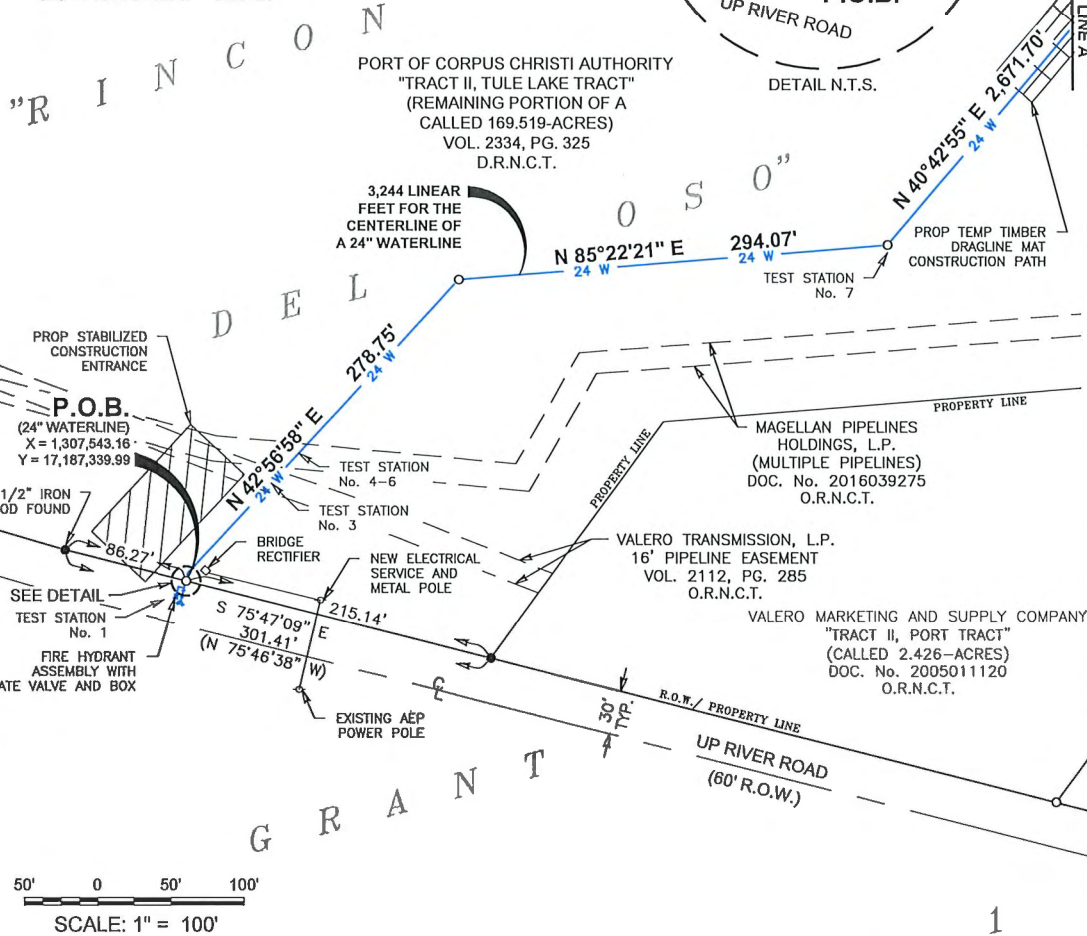
MONUMENTATION:

○ CALCULATED POINT.  
 ● FOUND 5/8" IRON ROD, OR AS NOTED.

"EXHIBIT B"



DETAIL N.T.S.



I HEREBY CERTIFY THAT:  
 THIS SURVEY WAS PREPARED BASED ON A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.  
 THIS 14TH DAY OF DECEMBER, 2021 A.D.  
 (REVISION DATE: 01-25-2022)



SERGIO Z. CANALES  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 LICENSE NO. 6040

**LNV** ENGINEERS ARCHITECTS SURVEYORS  
 an Arduro Company  
 801 NAVIGATION, SUITE 300 CORPUS CHRISTI, TX 78408  
 TEL: (361) 883-1984 FAX: (361) 883-1986 WWW.LNVINC.COM

NOTES:

1. ACCOMPANYING METES AND BOUNDS DESCRIPTION HAS BEEN PREPARED.
2. BASIS OF BEARING OF THIS SURVEY IS GRID NORTH AS OBSERVED BY GPS, TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH ZONE 4205, WITH A COMBINED SCALE FACTOR OF 1.00000329.
3. PARENTHESIS INDICATE CALLED BEARING AND/OR DISTANCE.
4. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN FLOOD ZONE A, ZONE B, AND ZONE C, ACCORDING TO THE FLOOD INSURANCE RATE MAP OF NUECES COUNTY, TEXAS, PANEL NO. 485494 0303 C, EFFECTIVE DATE: MARCH 18, 1985.
5. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

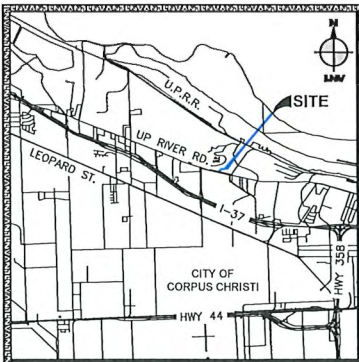


PIPELINE EASEMENT

SHOWING APPROXIMATELY 3,244 LINEAR FEET FOR THE CENTERLINE OF A 24" WATERLINE, HEREIN DESCRIBED AS A "PIPELINE EASEMENT", ACROSS THE REMAINING PORTION OF A CALLED 169,519-ACRE TRACT KNOWN AS "TRACT II, TULE LAKE TRACT" DESCRIBED IN A DEED TO THE PORT OF CORPUS CHRISTI AUTHORITY AS RECORDED IN VOLUME 2334, PAGE 325, DEED RECORDS, NUECES COUNTY, TEXAS, AND OUT OF THE "RINCON DEL OSO" GRANT, ABSTRACT NO. 1, IN NUECES COUNTY, TEXAS.

|           |            |
|-----------|------------|
| DRAWN BY: | RLG        |
| JOB NO:   | 180352.000 |
| SURVEYED: | 06-19-2020 |
| SHEET:    | 1 OF 4     |

PLOT DATE: 01-25-22 4:03 PM

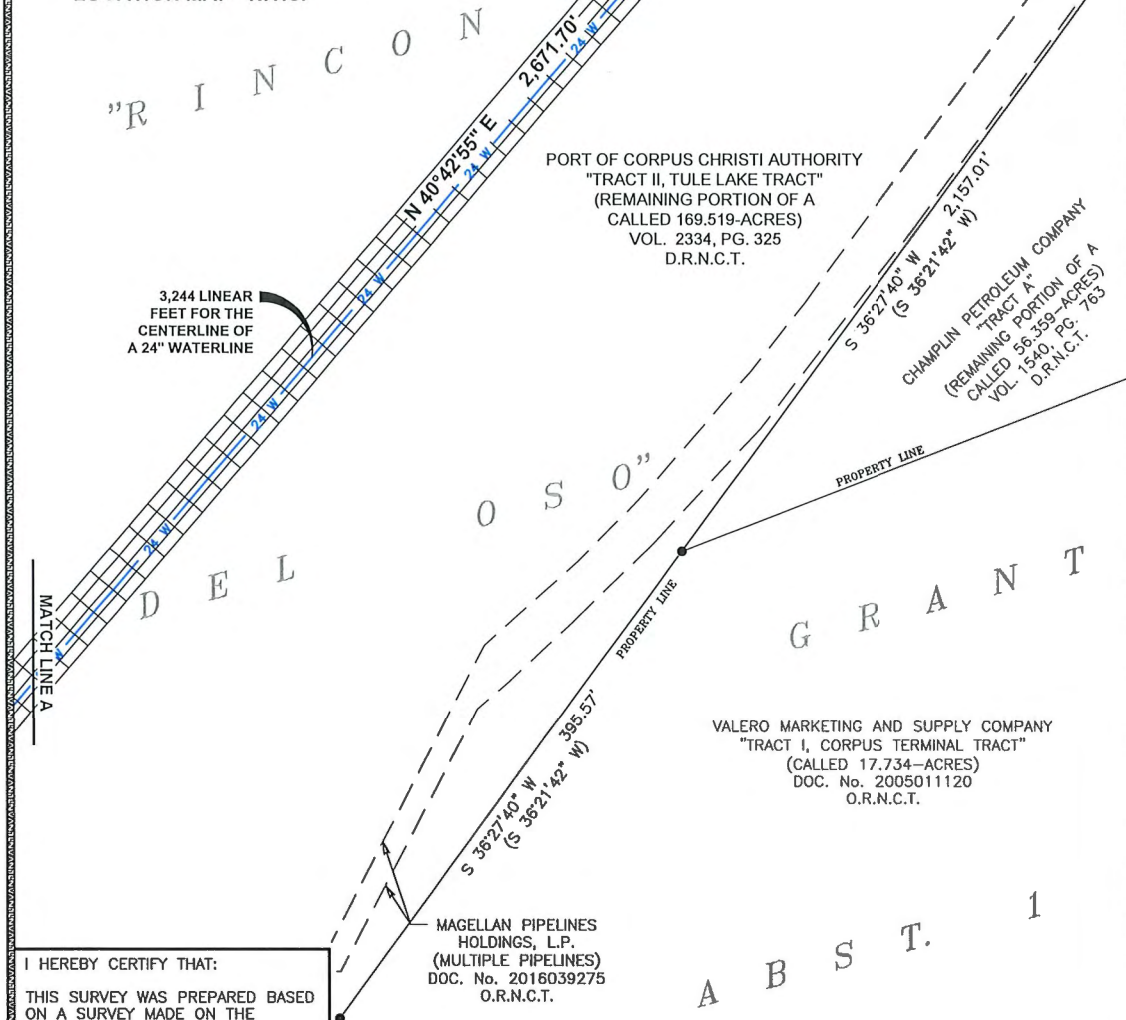


LOCATION MAP N.T.S.

**REFERENCES:**  
 D.R.N.C.T. DEED RECORDS, NUECES COUNTY, TEXAS  
 O.R.N.C.T. OFFICIAL RECORDS, NUECES COUNTY, TEXAS  
 P.O.B. POINT OF BEGINNING  
 P.O.T. POINT OF TERMINATION

**MONUMENTATION:**  
 ○ CALCULATED POINT.  
 ● FOUND 5/8" IRON ROD, OR AS NOTED.

### "EXHIBIT B"



I HEREBY CERTIFY THAT:

THIS SURVEY WAS PREPARED BASED ON A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION. THIS 14TH DAY OF DECEMBER, 2021 A.D. (REVISION DATE: 01-25-2022)



SERGIO Z. CANALES  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 LICENSE NO. 6040

#### NOTES:

1. ACCOMPANYING METES AND BOUNDS DESCRIPTION HAS BEEN PREPARED.
2. BASIS OF BEARING OF THIS SURVEY IS GRID NORTH AS OBSERVED BY GPS, TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH ZONE 4205, WITH A COMBINED SCALE FACTOR OF 1.00000329.
3. PARENTHESIS INDICATE CALLED BEARING AND/OR DISTANCE.
4. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN FLOOD ZONE A, ZONE B, AND ZONE C, ACCORDING TO THE FLOOD INSURANCE RATE MAP OF NUECES COUNTY, TEXAS, PANEL NO. 485494 0303 C, EFFECTIVE DATE: MARCH 18, 1985.
5. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.



50' 0 50' 100'  
 SCALE: 1" = 100'

### PIPELINE EASEMENT

SHOWING APPROXIMATELY 3,244 LINEAR FEET FOR THE CENTERLINE OF A 24" WATERLINE, HEREIN DESCRIBED AS A "PIPELINE EASEMENT", ACROSS THE REMAINING PORTION OF A CALLED 169.519-ACRE TRACT KNOWN AS "TRACT II, TULE LAKE TRACT" DESCRIBED IN A DEED TO THE PORT OF CORPUS CHRISTI AUTHORITY AS RECORDED IN VOLUME 2334, PAGE 325, DEED RECORDS, NUECES COUNTY, TEXAS, AND OUT OF THE "RINCON DEL OSO" GRANT, ABSTRACT NO. 1, IN NUECES COUNTY, TEXAS.

DRAWN BY: RLG  
 JOB NO: 180352.000  
 SURVEYED: 06-19-2020  
 SHEET:

2 OF 4

PLOT DATE: 01-25-22 4:03 PM

**LNV** TEPELS REGISTERED FIRM NO. ENGINEERING FIRM F-366 SURVEYING FIRM 10126500 TBAE REG. NO. BR599  
 an Arduna Company  
 engineers | architects | surveyors  
 801 NAVIGATION, SUITE 300 PH. (361) 863-1964  
 CORPUS CHRISTI, TX 78408 FAX (361) 863-1968  
 WWW.LNVINC.COM



LOCATION MAP N.T.S.

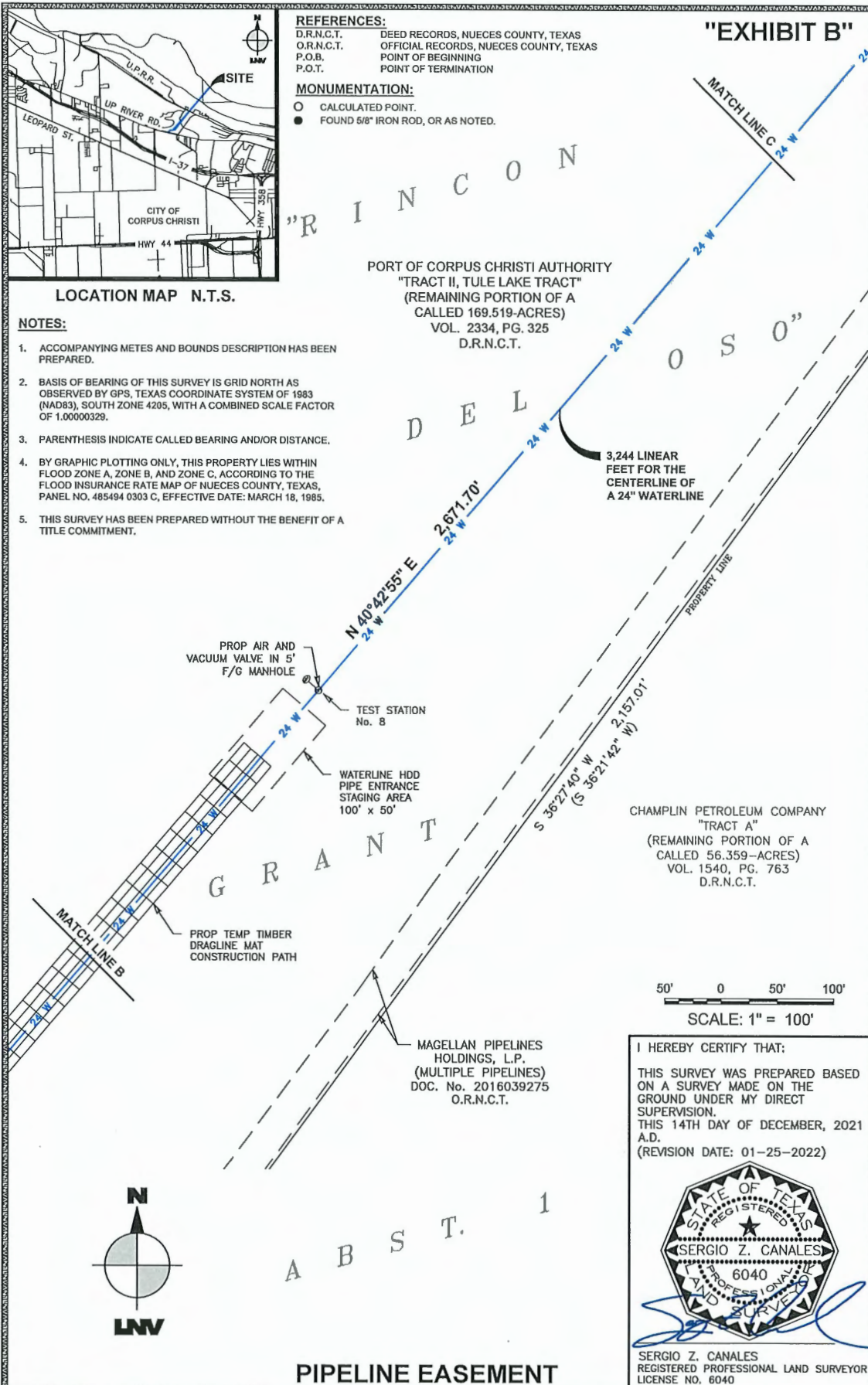
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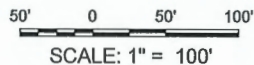
**REFERENCES:**  
 D.R.N.C.T. DEED RECORDS, NUECES COUNTY, TEXAS  
 O.R.N.C.T. OFFICIAL RECORDS, NUECES COUNTY, TEXAS  
 P.O.B. POINT OF BEGINNING  
 P.O.T. POINT OF TERMINATION

**MONUMENTATION:**  
 ○ CALCULATED POINT.  
 ● FOUND 5/8" IRON ROD, OR AS NOTED.

"EXHIBIT B"



CHAMPLIN PETROLEUM COMPANY  
 "TRACT A"  
 (REMAINING PORTION OF A  
 CALLED 56.359-ACRES)  
 VOL. 1540, PG. 763  
 D.R.N.C.T.



I HEREBY CERTIFY THAT:  
 THIS SURVEY WAS PREPARED BASED  
 ON A SURVEY MADE ON THE  
 GROUND UNDER MY DIRECT  
 SUPERVISION.  
 THIS 14TH DAY OF DECEMBER, 2021  
 A.D.  
 (REVISION DATE: 01-25-2022)



SERGIO Z. CANALES  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 LICENSE NO. 6040

PIPELINE EASEMENT

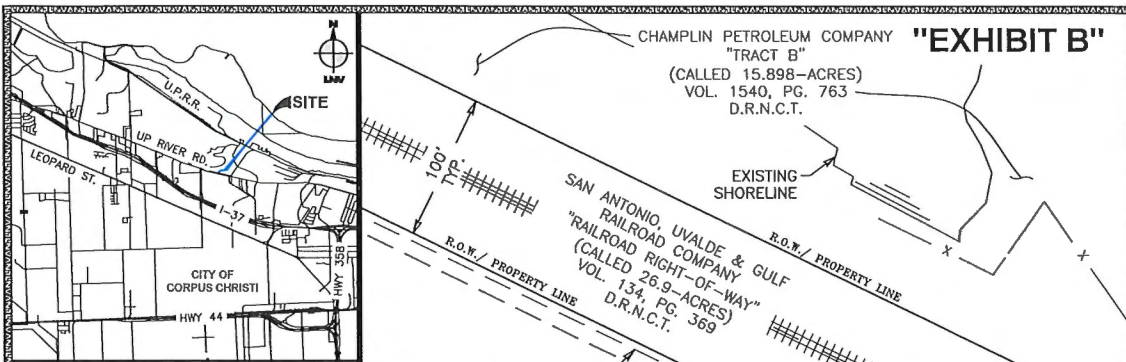
SHOWING APPROXIMATELY 3,244 LINEAR FEET FOR THE CENTERLINE OF  
 A 24" WATERLINE, HEREIN DESCRIBED AS A "PIPELINE EASEMENT", ACROSS THE  
 REMAINING PORTION OF A CALLED 169.519-ACRE TRACT KNOWN AS "TRACT  
 II, TULE LAKE TRACT" DESCRIBED IN A DEED TO THE PORT OF CORPUS CHRISTI  
 AUTHORITY AS RECORDED IN VOLUME 2334, PAGE 325, DEED RECORDS, NUECES  
 COUNTY, TEXAS, AND OUT OF THE "RINCON DEL OSO" GRANT, ABSTRACT NO. 1, IN  
 NUECES COUNTY, TEXAS.

|           |            |
|-----------|------------|
| DRAWN BY: | RLG        |
| JOB NO:   | 180352.000 |
| SURVEYED: | 06-19-2020 |
| SHEET:    |            |

3 OF 4

**LNV**  
 an Arduna Company  
 engineers | architects | surveyors  
 601 NAVIGATION, SUITE 300  
 CORPUS CHRISTI, TX 78408  
 WWW.LNVINC.COM  
 TEL (361) 883-1954  
 FAX (361) 883-1956

PLOT DATE: 01-25-22 4:03 PM



**LOCATION MAP N.T.S.**

SUNTIDE REFINING COMPANY  
10' WIDE EASEMENT  
VOL. 593, PG. 104  
O.R.N.C.T.

**P.O.T.**  
(24" WATERLINE)  
X = 1,309,766.10  
Y = 17,189,593.52

PORT OF CORPUS CHRISTI AUTHORITY  
"TRACT II, TULE LAKE TRACT"  
(REMAINING PORTION OF A  
CALLED 169,519-ACRES)  
VOL. 2334, PG. 325  
D.R.N.C.T.

3,244 LINEAR FEET FOR THE CENTERLINE OF A 24" WATERLINE

MATCH LINE C

HUMBLE PIPE LINE COMPANY  
50' WIDE EASEMENT  
VOL. 1291, PG. 331  
O.R.N.C.T.

MAGELLAN PIPELINES HOLDINGS, L.P.  
(MULTIPLE PIPELINES)  
DOC. No. 2016039275  
O.R.N.C.T.

CHAMPLIN PETROLEUM COMPANY  
"TRACT A"  
(REMAINING PORTION OF A  
CALLED 56,359-ACRES)  
VOL. 1540, PG. 763  
D.R.N.C.T.

**NOTES:**

1. ACCOMPANYING METES AND BOUNDS DESCRIPTION HAS BEEN PREPARED.
2. BASIS OF BEARING OF THIS SURVEY IS GRID NORTH AS OBSERVED BY GPS, TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH ZONE 4205, WITH A COMBINED SCALE FACTOR OF 1.00000329.
3. PARENTHESIS INDICATE CALLED BEARING AND/OR DISTANCE.
4. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN FLOOD ZONE A, ZONE B, AND ZONE C, ACCORDING TO THE FLOOD INSURANCE RATE MAP OF NUECES COUNTY, TEXAS, PANEL NO. 485494 0303 C, EFFECTIVE DATE: MARCH 18, 1985.
5. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.



SCALE: 1" = 100'

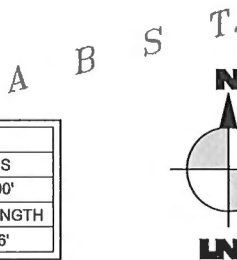
**REFERENCES:**

- D.R.N.C.T. DEED RECORDS, NUECES COUNTY, TEXAS
- O.R.N.C.T. OFFICIAL RECORDS, NUECES COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION

**MONUMENTATION:**

- CALCULATED POINT.
- FOUND 5/8" IRON ROD, OR AS NOTED.

| CURVE TABLE DATA |               |              |
|------------------|---------------|--------------|
| CURVE            | ARC LENGTH    | RADIUS       |
| C1               | 196.70'       | 3,000.00'    |
| DELTA ANGLE      | CHORD BEARING | CHORD LENGTH |
| 03°45'24"        | N 38°50'13" E | 196.66'      |



I HEREBY CERTIFY THAT:  
THIS SURVEY WAS PREPARED BASED ON A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.  
THIS 14TH DAY OF DECEMBER, 2021 A.D.  
(REVISION DATE: 01-25-2022)

SERGIO Z. CANALES  
REGISTERED PROFESSIONAL LAND SURVEYOR  
LICENSE NO. 6040

**PIPELINE EASEMENT**

SHOWING APPROXIMATELY 3,244 LINEAR FEET FOR THE CENTERLINE OF A 24" WATERLINE, HEREIN DESCRIBED AS A "PIPELINE EASEMENT", ACROSS THE REMAINING PORTION OF A CALLED 169,519-ACRE TRACT KNOWN AS "TRACT II, TULE LAKE TRACT" DESCRIBED IN A DEED TO THE PORT OF CORPUS CHRISTI AUTHORITY AS RECORDED IN VOLUME 2334, PAGE 325, DEED RECORDS, NUECES COUNTY, TEXAS, AND OUT OF THE "RINCON DEL OSO" GRANT, ABSTRACT NO. 1, IN NUECES COUNTY, TEXAS.

DRAWN BY: RLG  
JOB NO: 180352.000  
SURVEYED: 06-19-2020  
SHEET:

4 OF 4

**LNV** TEPELS REGISTERED FIRM NO. ENGINEERING FIRM F-366 SURVEYING FIRM 10126500 TBAE REG. NO. 84599

an Ardura Company

engineers | architects | surveyors

801 NAVIGATION, SUITE 300  
CORPUS CHRISTI, TX 78408  
WWW.LNVMNC.COM

PH (361) 883-1964  
FAX (361) 883-1966

PLOT DATE: 01-25-22 4:04 PM

**“EXHIBIT C”****METES AND BOUNDS DESCRIPTION**

FOR

**24” Waterline A**

Approximately 2,843 linear feet for the centerline of a 24” Waterline, herein described as a “Pipeline Easement”, across a called 2,694.93-acre tract and a called 1,945.75-acre tract described in deeds to the Nueces County Navigation District No. 1 as recorded in Volume 192, Page 579 and Volume 719, Page 358, Deed Records, Nueces County, Texas, and out of the “Rincon Del Oso” Grant, Abstract No. 1, in Nueces County, Texas, said 2,973 linear feet being more particularly described with bearings based on the Texas State Plane Coordinate System of 1983 (NAD 83), South Zone (4205), with metes and bounds as follows;

**BEGINNING:** At a point, X = 1,310,116.33, Y = 17,190,000.48, on the south line of said 2,694.93-acre tract, for the most southerly point of the herein described line from which an NGS Monument “5244D” bears N 21°10'55" E 3,066.00 feet;

**THENCE:** N 40°42'55" E, across said 2,694.93-acre tract and said 1,945.75-acre tract, at 2,545 feet to the approximate south right-of-way line of Joe Fulton Corridor (r.o.w. varies), at 2788 feet pass a center point of a 24” tee, in all a distance of 2,843.48 feet to the **POINT OF TERMINATION**, X = 1,311,971.13, Y = 17,192,155.73, of approximately 2,843 linear feet for the centerline of a 24” Waterline, more or less. From which an NGS Monument “5244D” bears N 46°42'43" W 1,026.16 feet. Said line being described in accordance with an actual survey made on the ground and a survey map prepared by LNV, LLC;

**24” Waterline B**

Approximately 185 linear feet for the centerline of a 24” Waterline, herein described as a “Pipeline Easement”, across a called 2,694.93-acre tract and a called 1,945.75-acre tract described in deeds to the Nueces County Navigation District No. 1 as recorded in Volume 192, Page 579 and Volume 719, Page 358, Deed Records, Nueces County, Texas, and out of the “Rincon Del Oso” Grant, Abstract No. 1, in Nueces County, Texas, said 185 linear feet being more particularly described with bearings based on the Texas State Plane Coordinate System of 1983 (NAD 83), South Zone (4205), with metes and bounds as follows

**BEGINNING:** At a point, X = 1,311,934.91, Y = 17,192,113.64, on the northwest line of said 24” Waterline A, for a center point of a 24” tee, and for the most northerly point of the herein described line, from which the **POINT OF TERMINATION** for said 24” Waterline A bears N 40°42'55" E 55.52 feet;

**THENCE:** N 51°08'18" W, across said 2,694.93-acre tract, a distance of 17.50 feet to a point for an exterior corner of the herein described line;

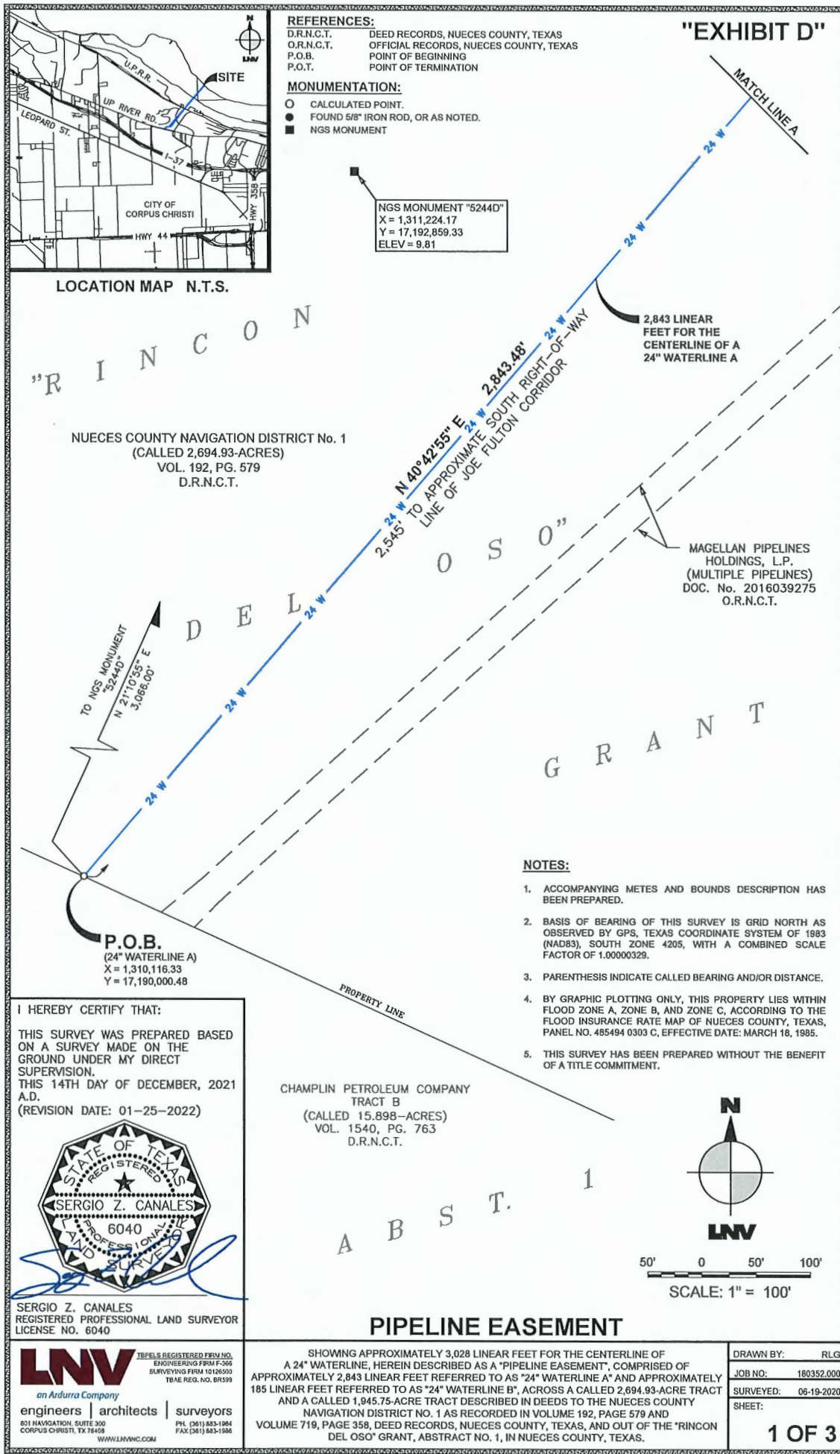
**THENCE:** S 83°51'42" W, continuing across said 2,694.93-acre tract, a distance of 7.05 feet to a point for an exterior corner of the herein described line;

**THENCE:** S 38°51'42" W, continuing across said 2,694.93-acre tract, a distance of 52.50 feet to the **POINT OF TERMINATION**, X = 1,311,813.41, Y = 17,191,998.72, of approximately 185 linear feet for the centerline of a 24” Waterline, more or less. Said line being described in accordance with an actual survey made on the ground and a survey map prepared by LNV, LLC;



SERGIO Z. CANALES  
REGISTERED PROFESSIONAL LAND SURVEYOR  
LICENSE NO. 6040





**REFERENCES:**  
 D.R.N.C.T. DEED RECORDS, NUECES COUNTY, TEXAS  
 O.R.N.C.T. OFFICIAL RECORDS, NUECES COUNTY, TEXAS  
 P.O.B. POINT OF BEGINNING  
 P.O.T. POINT OF TERMINATION

**MONUMENTATION:**  
 ○ CALCULATED POINT.  
 ● FOUND 5/8" IRON ROD, OR AS NOTED.  
 ■ NGS MONUMENT

LOCATION MAP N.T.S.

"R I N C O N  
 D E L O S O"  
 G R A N T

NUECES COUNTY NAVIGATION DISTRICT No. 1  
 (CALLED 2,694.93-ACRES)  
 VOL. 192, PG. 579  
 D.R.N.C.T.

NGS MONUMENT "5244D"  
 X = 1,311,224.17  
 Y = 17,192,859.33  
 ELEV = 9.81

"EXHIBIT D"

MAGELLAN PIPELINES HOLDINGS, L.P.  
 (MULTIPLE PIPELINES)  
 DOC. No. 2016039275  
 O.R.N.C.T.

TO NGS MONUMENT "5244D"  
 N 21°10'35" E  
 3,068.50'

P.O.B.  
 (24" WATERLINE A)  
 X = 1,310,116.33  
 Y = 17,190,000.48

- NOTES:**
1. ACCOMPANYING METES AND BOUNDS DESCRIPTION HAS BEEN PREPARED.
  2. BASIS OF BEARING OF THIS SURVEY IS GRID NORTH AS OBSERVED BY GPS, TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH ZONE 4205, WITH A COMBINED SCALE FACTOR OF 1.00000329.
  3. PARENTHESIS INDICATE CALLED BEARING AND/OR DISTANCE.
  4. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN FLOOD ZONE A, ZONE B, AND ZONE C, ACCORDING TO THE FLOOD INSURANCE RATE MAP OF NUECES COUNTY, TEXAS, PANEL NO. 485494 0303 C, EFFECTIVE DATE: MARCH 16, 1985.
  5. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

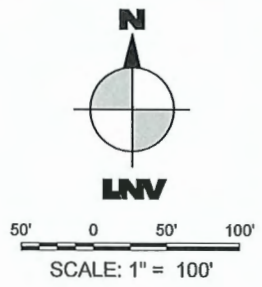
I HEREBY CERTIFY THAT:  
 THIS SURVEY WAS PREPARED BASED ON A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.  
 THIS 14TH DAY OF DECEMBER, 2021 A.D.  
 (REVISION DATE: 01-25-2022)



SERGIO Z. CANALES  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 LICENSE NO. 6040

CHAMPLIN PETROLEUM COMPANY  
 TRACT B  
 (CALLED 15.898-ACRES)  
 VOL. 1540, PG. 763  
 D.R.N.C.T.

A B S T.  
 1



**PIPELINE EASEMENT**

SHOWING APPROXIMATELY 3,028 LINEAR FEET FOR THE CENTERLINE OF A 24" WATERLINE, HEREIN DESCRIBED AS A "PIPELINE EASEMENT", COMPRISED OF APPROXIMATELY 2,843 LINEAR FEET REFERRED TO AS "24" WATERLINE A" AND APPROXIMATELY 185 LINEAR FEET REFERRED TO AS "24" WATERLINE B". ACROSS A CALLED 2,694.93-ACRE TRACT AND A CALLED 1,945.75-ACRE TRACT DESCRIBED IN DEEDS TO THE NUECES COUNTY NAVIGATION DISTRICT NO. 1 AS RECORDED IN VOLUME 192, PAGE 579 AND VOLUME 719, PAGE 358, DEED RECORDS, NUECES COUNTY, TEXAS, AND OUT OF THE "RINCON DEL OSO" GRANT, ABSTRACT NO. 1, IN NUECES COUNTY, TEXAS.

DRAWN BY: RLG  
 JOB NO: 180352.000  
 SURVEYED: 06-19-2020  
 SHEET:

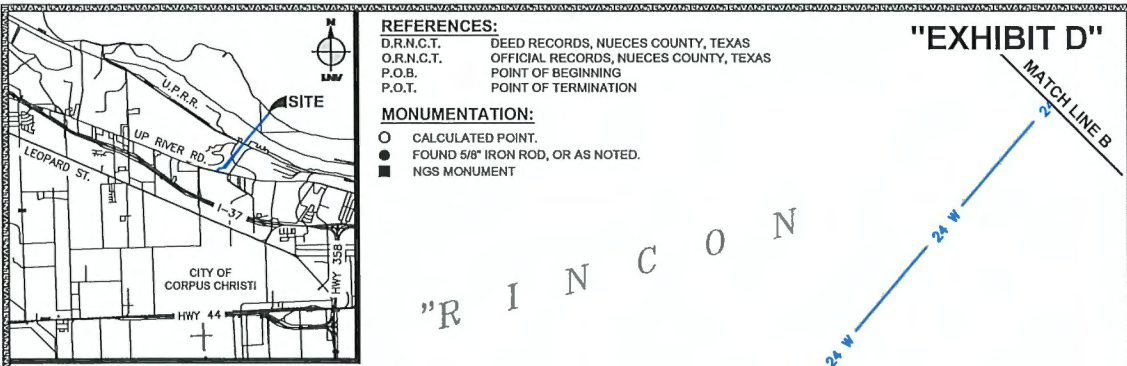
1 OF 3

**LNV** TIBELS REGISTERED FIRM NO. ENGINEERING FIRM F-356 SURVEYING FIRM 10128500 TBAE REG. NO. BR599

an Ardura Company

engineers | architects | surveyors

821 NAVIGATION, SUITE 300 CORPUS CHRISTI, TX 78408 P.H. (361) 843-1944 FAX (361) 843-1946 WWW.LNVINC.COM

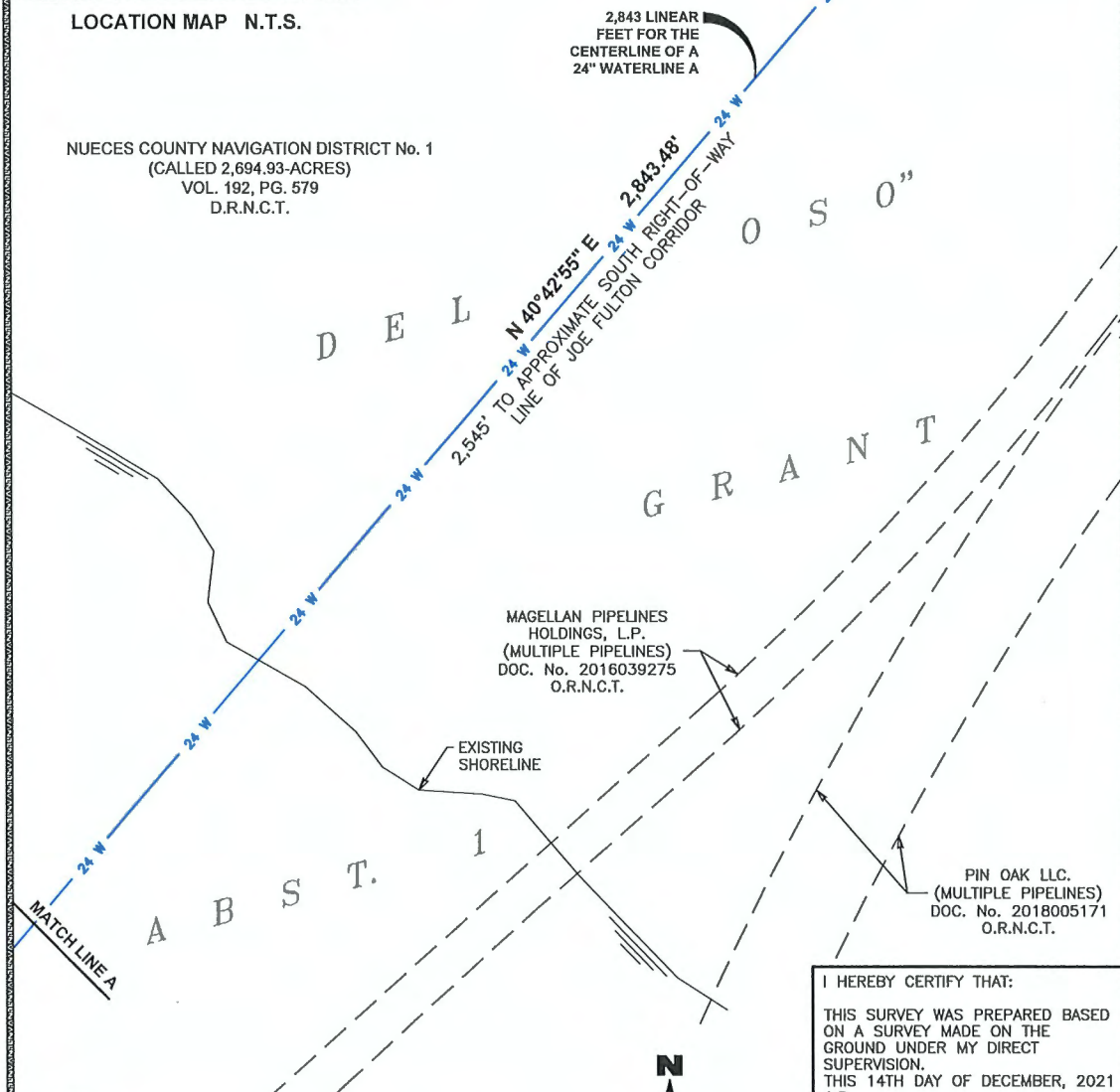


LOCATION MAP N.T.S.

NUECES COUNTY NAVIGATION DISTRICT No. 1  
 (CALLED 2,694.93-ACRES)  
 VOL. 192, PG. 579  
 D.R.N.C.T.

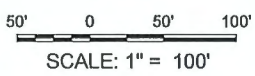
- REFERENCES:**  
 D.R.N.C.T. DEED RECORDS, NUECES COUNTY, TEXAS  
 O.R.N.C.T. OFFICIAL RECORDS, NUECES COUNTY, TEXAS  
 P.O.B. POINT OF BEGINNING  
 P.O.T. POINT OF TERMINATION
- MONUMENTATION:**  
 ○ CALCULATED POINT.  
 ● FOUND 5/8" IRON ROD, OR AS NOTED.  
 ■ NGS MONUMENT

"EXHIBIT D"



**NOTES:**

1. ACCOMPANYING METES AND BOUNDS DESCRIPTION HAS BEEN PREPARED.
2. BASIS OF BEARING OF THIS SURVEY IS GRID NORTH AS OBSERVED BY GPS, TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH ZONE 4205, WITH A COMBINED SCALE FACTOR OF 1.00000329.
3. PARENTHESIS INDICATE CALLED BEARING AND/OR DISTANCE.
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5. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.



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 THIS 14TH DAY OF DECEMBER, 2021 A.D.  
 (REVISION DATE: 01-25-2022)



SERGIO Z. CANALES  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 LICENSE NO. 6040

**PIPELINE EASEMENT**

SHOWING APPROXIMATELY 3,028 LINEAR FEET FOR THE CENTERLINE OF A 24" WATERLINE, HEREIN DESCRIBED AS A "PIPELINE EASEMENT", COMPRISED OF APPROXIMATELY 2,843 LINEAR FEET REFERRED TO AS "24" WATERLINE A" AND APPROXIMATELY 185 LINEAR FEET REFERRED TO AS "24" WATERLINE B", ACROSS A CALLED 2,694.93-ACRE TRACT AND A CALLED 1,945.75-ACRE TRACT DESCRIBED IN DEEDS TO THE NUECES COUNTY NAVIGATION DISTRICT NO. 1 AS RECORDED IN VOLUME 192, PAGE 579 AND VOLUME 719, PAGE 358, DEED RECORDS, NUECES COUNTY, TEXAS, AND OUT OF THE "RINCON DEL OSO" GRANT, ABSTRACT NO. 1, IN NUECES COUNTY, TEXAS.

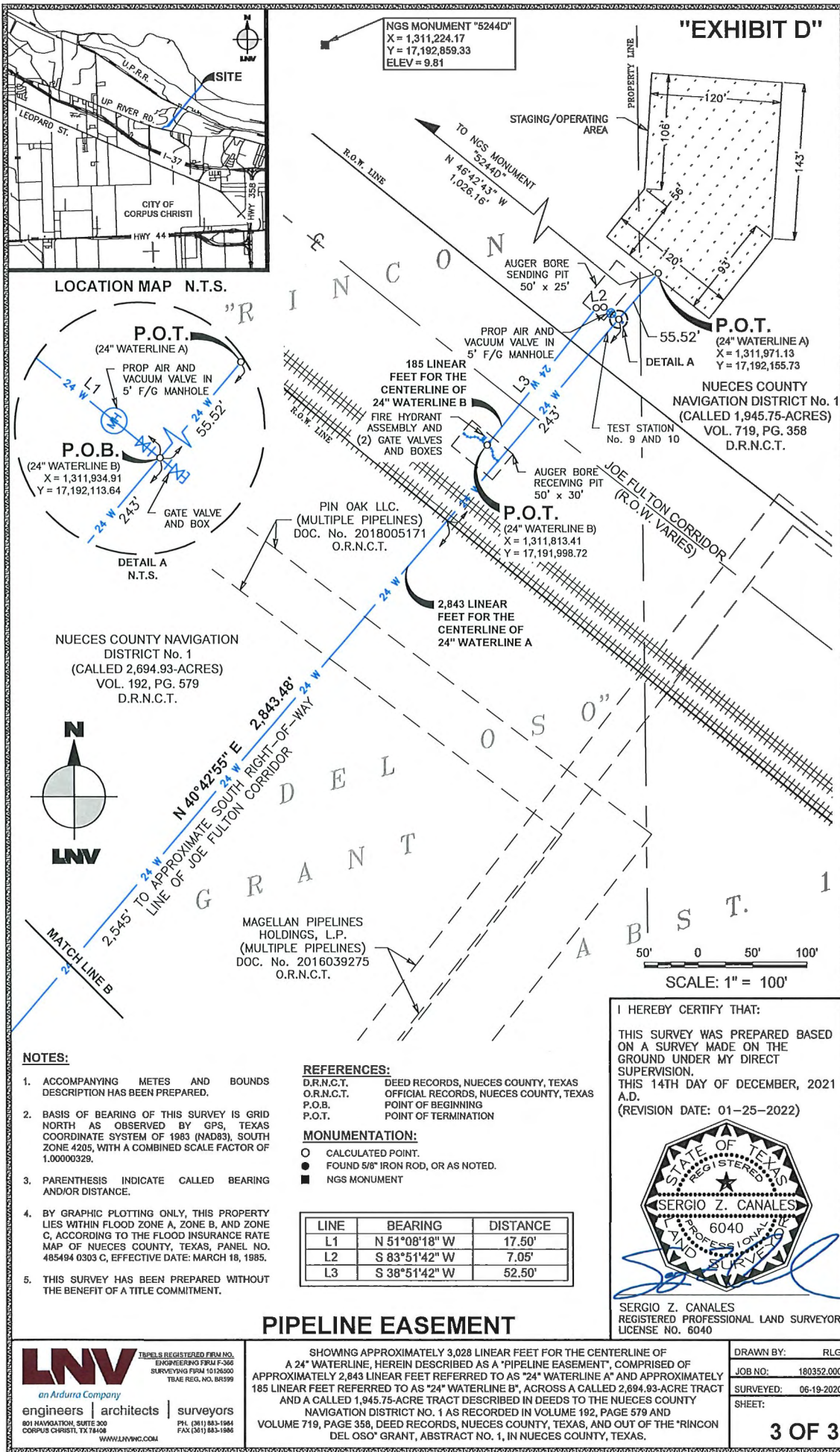
DRAWN BY: RLG  
 JOB NO: 180352.000  
 SURVEYED: 06-19-2020  
 SHEET:

**LNV** ENGINEERING FIRM F-369  
 SURVEYING FIRM 10126500  
 TBAE REG. NO. BR9599

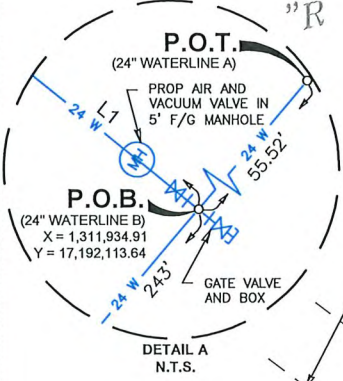
an Ardurna Company

engineers | architects | surveyors

601 NAVIGATION SUITE 300 PH. (361) 883-1984  
 CORPUS CHRISTI, TX 78408 FAX (361) 883-1956  
 WWW.LNVINC.COM



LOCATION MAP N.T.S.

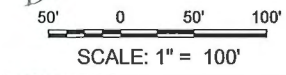


NUECES COUNTY NAVIGATION DISTRICT No. 1 (CALLED 2,694.93-ACRES) VOL. 192, PG. 579 D.R.N.C.T.



N 40°42'55\"/>

MAGELLAN PIPELINES HOLDINGS, L.P. (MULTIPLE PIPELINES) DOC. No. 2016039275 O.R.N.C.T.



- NOTES:**
1. ACCOMPANYING METES AND BOUNDS DESCRIPTION HAS BEEN PREPARED.
  2. BASIS OF BEARING OF THIS SURVEY IS GRID NORTH AS OBSERVED BY GPS, TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH ZONE 4205, WITH A COMBINED SCALE FACTOR OF 1.00000329.
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  5. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

- REFERENCES:**
- D.R.N.C.T. DEED RECORDS, NUECES COUNTY, TEXAS
  - O.R.N.C.T. OFFICIAL RECORDS, NUECES COUNTY, TEXAS
  - P.O.B. POINT OF BEGINNING
  - P.O.T. POINT OF TERMINATION

- MONUMENTATION:**
- CALCULATED POINT.
  - FOUND 5/8\"/>
  - NGS MONUMENT

| LINE | BEARING        | DISTANCE |
|------|----------------|----------|
| L1   | N 51°08'18\"/> |          |
| L2   | S 83°51'42\"/> |          |
| L3   | S 38°51'42\"/> |          |

I HEREBY CERTIFY THAT:  
 THIS SURVEY WAS PREPARED BASED ON A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.  
 THIS 14TH DAY OF DECEMBER, 2021 A.D.  
 (REVISION DATE: 01-25-2022)



SERGIO Z. CANALES  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 LICENSE NO. 6040

**PIPELINE EASEMENT**

SHOWING APPROXIMATELY 3,028 LINEAR FEET FOR THE CENTERLINE OF A 24\"/>

DRAWN BY: RLG  
 JOB NO: 180352.000  
 SURVEYED: 06-19-2020  
 SHEET:

**LNV** TEXAS REGISTERED FIRM NO. ENGINEERING FIRM F-366 SURVEYING FIRM 10126500 TBAE REG. NO. BR399  
 an Ardurra Company  
 engineers | architects | surveyors  
 801 NAVIGATION SUITE 300 P.O. BOX 1883-1884 CORPUS CHRISTI, TX 78408  
 WWW.LNVINC.COM

Exhibit "E"**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 contract the following policies of insurance (sometimes collectively referred to in this exhibit as the "Policies") and in at least the minimum amounts specified below:

| <u>TYPE OF INSURANCE</u>   | <u>LIMITS OF LIABILITY</u>                          |
|--|---|
| A. Workers' Compensation   | Statutory   |
| <p>In the event that the work of Grantee's employees falls within the purview of the United States Longshore and Harbor Workers Coverage, the Jones Act or the Federal Employer's Liability Act, Grantee shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts.</p>  |   |
| 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 |
| <p>The CGL Policy will provide contractual liability coverage at the aforementioned limits.</p>  |   |
| D. Business Automobile Liability   | \$1,000,000 per Occurrence                          |
| <p>Automobile liability insurance coverage will include all owned, non-owned, and hired vehicles.</p>  |   |
| E. Umbrella Liability  | \$5,000,000 per Occurrence                          |
| <p>Umbrella liability coverage will apply to Employer's Liability, Commercial General Liability, and Business Automobile Liability.</p>  |   |
| F. Pollution Liability   | \$2,000,000 per Occurrence                          |
| <p>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 Contract.</p> <p>If Grantee's Commercial General Liability and Umbrella policies contain a deletion of the pollution coverage exclusion, then this policy is not required.</p> |   |



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 Section.

Without limiting any of the other obligations or liabilities of Grantee, Grantee shall require each contractor/subcontractor performing work under the Agreement at contractor's/subcontractor's own expense, to have in place at all times, the same stipulated minimum insurance as shown herein. As an alternative, Grantee may include its contractors/subcontractors as additional insureds on its own coverage as prescribed under these requirements. Grantee's certificate of insurance shall note in such event that Contractors/Subcontractors are included as additional insureds and that Engineer agrees to provide workers' compensation for subcontractors and their employees. Grantee shall obtain and monitor the certificates of insurance from each contractors/subcontractor 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/subcontractors. Authority shall be entitled, upon request and without expense, to receive copies of these certificates.

**EXHIBIT B**  
**Scope of Work**  
**SHIP CHANNEL CROSSING – WATER PIPELINE RELOCATION**

As a result of the Channel Improvement Project, the U.S. Army Corps of Engineers (USACE) identified all pipelines and utilities that are in conflict with the USACE dredging plans. The City owns two 16” potable water pipelines at Avery Point that have been determined to be in conflict and will be relocated as part of this project. There are two separate phases to this relocation.

Phase I will be the removal of the two 16” pipelines at Avery Point. This includes marine removal of the pipelines in the Corpus Christi Ship Channel between the two bulkheads or shorelines on the north and south sides of the channel, which is approximately 1000 feet, and the land removal of the pipeline on the north and south sides of the channel to the nearest valve. The pipeline and any associated equipment will be fully removed and properly disposed of and the land area will be restored to its original condition. The valves for the two water lines will remain in place to potentially serve the Authority. Phase I of the relocation is expected to be complete in November 2023.

Phase II will be the installation of a 24” pipeline at the Tule Lake Turning Basin (“**Pipeline Facilities**”). The City has contracted with LNV Engineering for design services, is working to obtain required permits and easements and will contract for construction of the pipeline. A steel pipeline will be installed by directional drilling 175 feet below Mean Lower Low Water (MLLW). Phase II of the relocation is expected to be complete in March 31, 2025.

**EXHIBIT C**  
**Estimated Cost**  
**SHIP CHANNEL CROSSING – WATER PIPELINE RELOCATION**

**Total Estimated Cost of Relocation = \$14,235,445.90**

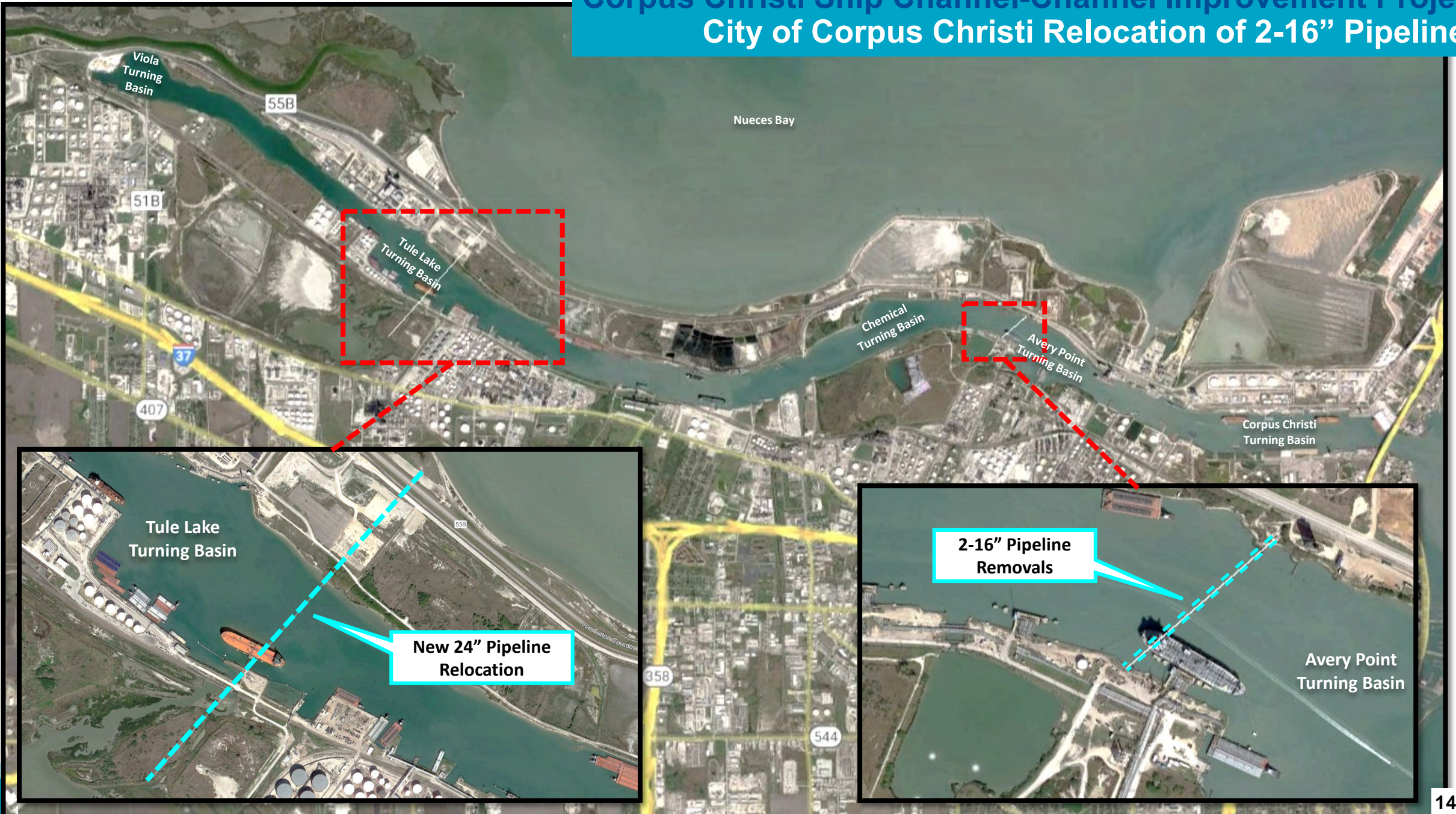
Phase I Removal Cost = \$2,669,813.00

|  |                |
|--|----------------|
| USACE Permitting, Survey, Preliminary Engineering  | \$115,500.00   |
| Line Clearing, Cleaning, Prepare for Removal       | \$72,950.00    |
| Construction – Removal of Two Pipelines            | \$2,368,178.06 |
| Prepare As-builts, Final Documentation Preparation | \$19,050.00    |
| Project Management and Inspection Costs            | \$94,134.94    |

Phase II Installation Cost = \$11,565,632.90

|   |                |
|---|----------------|
| USACE Permitting and Land Acquisition       | \$50,000.00    |
| Engineering Fees                            | \$605,846.00   |
| Construction – Installation of One Pipeline | \$9,909,786.90 |
| Project Management and Inspection Costs     | \$940,000.00   |
| Construction Materials Testing              | \$60,000.00    |

# Corpus Christi Ship Channel-Channel Improvement Project City of Corpus Christi Relocation of 2-16" Pipelines



**DATE:** August 15, 2023

**TO:** Port Commission

**FROM:** Darrell Keach, Business Systems Manager  
[dkeach@pocca.com](mailto:dkeach@pocca.com)  
(361) 885-6212

**Approve a Consulting Services Contract with The Acceleration Agency for the development and implementation of an Active Digital Twin in the amount of \$1,200,000.00 utilizing a \$900,000 award from Port Security Grant Program with a PCCA local share of \$300,000.**

**SUMMARY:** Staff is seeking Commission approval of a Consulting Services Contract with **The Acceleration Agency** for the development and implementation of an Active Digital Twin in the amount of **\$1,200,000**, utilizing an award from Port Security Grant Program (PSGP) of \$900,000 (75%), with a PCCA share of \$300,000 (25%). This item is included in PCCA's approved 2023 Annual Budget.

**BACKGROUND:** April 20,2021, Commission approved Staff to apply for five projects for the 2021 PSGP. In September 2021, PCCA was awarded two of the five projects: Port-wide Digital Twin System at \$937,500 and a CBRN Equipped Port Security Patrol Boat at \$999,005.

Staff issued a Request for Proposals (RFP) for a security-based Active Digital Twin. A selection committee reviewed and ranked the seven proposals submitted, interviewed the top three ranked vendors, and selected **The Acceleration Agency** as the most qualified respondent.

A Digital Twin (DT) is a virtual representation of the real world, including physical objects, processes, relationships, and behaviors in the port environment. The Active Digital Twin will allow the PCCA Police Department to simulate the real world to pre-plan responses to incidents through a 3-D model of the environment, in order to determine the safest route or tactics before placing officers and assets in harm's way. The Active Digital Twin, as scoped for PCCA, will digitally visualize commercial vessel locations via automatic identification system (AIS) for vessels calling on PCCA as well as for the Port PD's land and water based fleet. The digital twin created through this project can be expanded into other aspects of security and Port operations.

**ALTERNATIVES:** Delay creation of a Digital Twin of the Port, forgoing the myriad safety, security, and operational benefits of such a system, and forfeit \$900K in PSGP grant funds with potential consequences for future funding requests.

**CONFORMITY TO PORT POLICY:** This project conforms to Strategic Plan 2026 Strategic Goal 6 – Cultivate the Workforce + Tools of the Future.

**EMERGENCY:** Time-sensitive; per the grant agreement, the vendor must have the DT system complete and functional by August 31, 2024.

**FINANCIAL IMPACT:** 75% (\$900K) of the cost of this contract will be reimbursed by FEMA Non-disaster PSGP. Financial exposure to PCCA for this contract is \$300,000, which was included in PCCA’s approved 2023 Annual Budget.

**STAFF RECOMMENDATION:** Staff recommends Commission approval of a Consulting Services Contract with **The Acceleration Agency** for the development and implementation of an Active Digital Twin in the amount of **\$1,200,000**.

**DEPARTMENTAL CLEARANCES:**

|                        |                                    |
|------------------------|------------------------------------|
| Originating Department | Planning                           |
| Reviewed & Approved    | Leslie Ruta<br>Brooks Lobingier II |
| Legal Reviewed by      | Dane Bruun                         |
| Executive Staff        | Jeffrey Pollack<br>Kent Britton    |

**LIST OF SUPPORTING DOCUMENTS:**

Consulting Services Contract

## CONSULTING SERVICES CONTRACT

**THIS CONTRACT** (the “Contract”) is made and entered into effective as of the 15th day of August, 2023 (“Effective Date”), by and between the Port of Corpus Christi Authority of Nueces County, Texas (“Authority”), and The Acceleration Agency, LLC (“Consultant”), each a “Party” and collectively as “Parties”.

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

**1. CONTRACT:** Authority hereby engages the Consultant and the Consultant hereby accepts its engagement for the purpose of providing to Authority the consulting services (“Services”) as are generally described in the “Scope of Services” set forth in Exhibit A to this Contract which is incorporated herein by reference.

**2. PERIOD OF SERVICE:** The Consultant shall complete the Services on or before August 30<sup>th</sup>, 2024 (the “Deadline”), unless the Authority agrees to extend the Deadline for good reason; provided, however, that the Authority may terminate this Contract at any time in accordance with Section 14. Time is of the essence in performance of this Contract. There will be no obligation established between Authority and the Consultant for performance of the Services until Authority provides the Consultant with a fully executed copy of this Contract and receipt by the Authority of appropriate Certificates of Insurance and other documentation as may be required herein. The term of this Contract (“Term”) shall begin on the Effective Date and shall end on the first to occur of the following: (1) the Deadline, as the same may have been extended by the Authority, (2) the date on which, in the opinion of Authority, all of the Services have been rendered, (3) the date on which this Contract is terminated by the Authority pursuant to Section 14, or (4) the date on which this Contract is terminated by the Consultant pursuant to Section 14.

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

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

Darrell Keach  
400 Harbor Dr.  
Corpus Christi, TX 78401  
E-mail: dkeach@pocca.com

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

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

If to the Authority: Kent Britton  
Interim Chief Executive Officer  
Port of Corpus Christi Authority  
400 Harbor Drive  
Corpus Christi, Texas 78401  
E-mail: [kbritton@pocca.com](mailto:kbritton@pocca.com)

If to the Consultant: Rodney White  
The Acceleration Agency, LLC  
2005 E Cesar Chavez St.  
Austin, Texas 78702  
E-mail: [rodney@taa.io](mailto:rodney@taa.io)

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

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

**6. CONSULTANT'S RESPONSIBILITIES:** In addition to all other obligations contained herein:

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

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

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

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

6.5 In performing the Services, the Consultant will not: (i) use any third party's confidential or proprietary information (unless authorized to do so by the third party); (ii) intentionally infringe the rights of another party; or (iii) 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 (unless authorized to do so by the third party);

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

6.7 Consultant is an independent contractor for the performance of its duties under this Contract. Accordingly, the Consultant shall be responsible for payment of all the Consultant's federal, state and local corporate income taxes levied and calculated on its net income and payable to such authorities ("Consultant's Corporate Income Taxes") arising out of the Consultant's activities in accordance with this Contract. Consultant is responsible for payment of the compensation, including any withholding, Social Security, or other taxes on such compensation, of any subcontractors retained by Consultant, or Consultant's employees performing Services consistent with its status as an independent contractor and in compliance with all applicable laws and regulations;

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

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

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

**7. COMPENSATION:** The compensation to be paid Consultant for providing the Services shall be the compensation described in Exhibit B attached hereto, which is incorporated herein by reference; provided, however, the total fees paid to Consultant for the Services (including reimbursable travel expenses and other direct costs) shall not exceed One Million Two Hundred Thousand Dollars (\$1,200,000). Consultant will obtain the written approval of Authority's Contract Representative relative to incurring travel and other direct costs before incurring such expenses.

**8. INVOICE PROCEDURE AND PAYMENT:** Consultant shall submit invoices monthly to the Authority for work performed during the preceding calendar month. Such invoices shall be due and payable by Authority on or before thirty (30) days from receipt by Authority. Compensation will be for the Services actually performed during the billing period, invoiced in accordance with the Fee Schedule included in Exhibit B. Invoices shall also describe any

preapproved reimbursable costs. Consultant will provide reasonable detail with each invoice to substantiate the requested amount of payment. At the Authority's request, Consultant will provide additional backup such as invoices for materials and subcontracted service or other documentation sufficient to establish the accuracy of the invoices.

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

**10. INDEMNIFICATION AND RELEASE.** Consultant hereby releases and discharges Authority and its agents, servants, representatives, employees, officers, directors, and Port Commissioners (collectively, the "Authority Parties") from liability for and assumes the risk of loss or damage to the property of Consultant and the injury or death of any person employed by Consultant. To the fullest extent allowed by law, Consultant shall defend, indemnify and hold harmless the Authority Parties from and against all damages, losses, costs and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim but only to the extent caused by the negligent acts, errors, or omissions of the Consultant, its employees, agents, or subconsultants, or others for whom the Consultant is legally liable, in the performance of Services under this Contract. The Consultant is not obligated under this paragraph to indemnify the Authority Parties for the negligent acts of the Authority Parties.

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

**11. LIMITATION OF LIABILITY:** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE OR RESPONSIBLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY NATURE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, CONTRACT, NEGLIGENCE OR TORT LIABILITY) OF THE OTHER PARTY, INCLUDING WITHOUT LIMITATION, ANY ACTUAL OR ANTICIPATED PROFITS, LOSS OF TIME,

INCONVENIENCE, COMMERCIAL LOSS OR ANY OTHER DAMAGES, EVEN IF THE PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

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

**13. ASSIGNMENT:** Neither Authority nor Consultant will assign or transfer its interest in this Contract without the written consent of the other.

**14. SUSPENSION OR TERMINATION:** Authority may suspend or terminate this Contract for convenience with seven (7) days prior written notice to Consultant of such action. Upon termination of this Contract in accordance with this paragraph, Authority will have no further obligation to the Consultant hereunder except to pay the Consultant unpaid fees and expenses which the Consultant can reasonably show to have been earned under this Contract. Authority's payment of unpaid fees and expenses to Consultant shall not be unreasonably withheld. **Under no circumstances may Consultant claim or recover consequential damages from Authority.**

In the event of suspension of Services, the Consultant shall resume the full performance of the Services when directed in writing to do so by Authority. Suspension of the Services for reasons other than the Consultant's negligence or failure to perform shall not affect the Consultant's compensation as provided for in this Contract. The schedule for performance of the Services shall be amended by a mutually agreed, written modification to this Contract to reflect the suspension and resumption. If any suspension lasts for more than sixty (60) days, Consultant shall have the right to terminate this Contract by giving written notice to Authority.

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

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

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

**16. ATTORNEY'S FEES, DEFAULT:** The prevailing Party in any action or proceeding to enforce this Contract shall be entitled to its reasonable attorneys' fees and costs incurred in connection therewith.

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

**18. OWNERSHIP OF WORK PRODUCT:** Studies, plans, reports, surveys, drawings, specifications, computations, and other information and documents prepared by the Consultant, subconsultants, and/or suppliers under this Contract (collectively "Work Product") will remain the Authority's property upon completion. This provision does not apply to pre-existing proprietary *intellectual property, studies, plans, reports, surveys, drawings, specifications, computations and other information and documents of Consultant, subconsultants, and/or suppliers and modifications thereto during the Term.*

**19. CONFIDENTIAL INFORMATION:** The Non-Disclosure Agreement between the Parties dated June 1<sup>st</sup>, 2023 is hereby incorporated by reference. It is understood that information developed by or communicated to Consultant in the performance of this Contract, as well as any and all information in whatever form or medium supplied to Consultant in connection herewith which is not generally available to the public is proprietary to the Authority and constitutes confidential information of the Authority. Consultant will make no oral or written disclosure of such information to third parties either during or after the term of this Contract, except as approved in writing by the Authority's Contract Representative or as otherwise required by law. In the event the Consultant becomes aware that confidential information must be disclosed under a legal requirement, Consultant will notify Authority of the requirement and the affected information.

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

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

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

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

**24. NO ORGANIZATIONAL CONFLICT OF INTEREST:** Consultant hereby certifies that it has no actual or potential Organizational Conflict of Interest. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons or entities, the Consultant is unable or potentially unable to render impartial assistance or advice to Authority or the Consultant's objectivity in performing the services under this Contract is or might otherwise be impaired. An "Organizational Conflict of Interest" also exists if an owner, director, manager, trustee, or employee of the Consultant publicly opposes, works against, or takes a position adverse to the project, permit, or objectives for which the Consultant is engaged hereunder. Consultant agrees to immediately notify Authority of any actual or potential Organizational Conflict of Interest that develops or occurs during the term of this Contract. Consultant agrees that Authority may terminate this Contract immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Contract.

**25. SECTION 2271.002, TEXAS GOVERNMENT CODE:** To the extent required by Section 2271.002 of the Texas Government Code, Consultant represents that Consultant does not boycott Israel and will not boycott Israel through the term of this Contract. For purposes of this

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

**26. MARKETING:** Authority understands and agrees that Consultant and its subcontractors shall have the right to disclose in its marketing, including advertising, case studies, and brochures in printed, electronic, and online formats, that it is an approved vendor for Authority with respect to the Services described in this Contract. Consultant and its subcontractors shall have the right to describe in its marketing the Services provided to Authority in summary format only and shall not disclose any Confidential Information as described in this Contract. As a courtesy only, Consultant and its subcontractors may request Authority's prior approval before publishing such marketing materials, which shall not be unreasonably withheld, conditioned, or delayed. Authority hereby grants Consultant and its subcontractors a nonexclusive, nontransferable right to use Authority's name provided that Consultant and its subcontractors' use of such name shall only be in connection with the marketing activities described above.

**27. DEFAMATION:** The Parties covenant and agree that in no event, and at no time during the Term or at any time thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other's businesses, services, properties or assets, or employees, personnel, agents, or representatives.

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

**29. FEDERAL GRANT REQUIREMENTS:** Consultant agrees to comply with all federal grant requirements and certifications attached hereto in Exhibit D.

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

*[Signature page follows this page]*

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

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

**By:** \_\_\_\_\_  
Name: Kent Britton  
Title: Interim Chief Executive Officer  
Date: \_\_\_\_\_

“Authority”

**THE ACCELERATION AGENCY, LLC**

**By:** \_\_\_\_\_  
Name: Rodney White  
Title: President  
Date: 8 - AUGUST 2023

“Consultant”

## EXHIBIT A

### SCOPE OF SERVICES

The Acceleration Agency will design a scalable, security-focused, and geospatially accurate Active Digital Twin and Digital Twin Platform. The proposed Active Digital Twin architecture integrates disparate security, awareness systems, and operational systems via industry standard protocols, modules, and methods; and where possible using low-code solutions. The proposed architecture mitigates the risk of communication and data inconsistencies while enabling Industry 4.0 solutions.

The Port personnel users of the Digital Twin will have a real-time common operating lens and situational awareness of the Port that will augment the current security tool suites. Users will be able to navigate through the entire Port Region and will have a layer of active assets including (but not limited to): vessels tracked by AIS, and vehicles and people tracked by the PTS system.

The construction of the Digital Twin 3d model shall use methodical and accurate processes based upon existing GIS data and leverage the existing ESRI platform. The Digital Twin shall cover all areas of the Port Authority jurisdiction including the areas aligned with San Patricio and Nueces County as well as all Port Authority owned lands and waterways.

The proposed Active Digital Twin platform shall leverage the Azure cloud platform, Azure SSO, and integration into the Azure AD Multi-Factor Authentication for the majority of the components. The proposed platform's Edge Agents will be an on-premise solution to lessen the security requirements on downstream Port systems however, the Edge Agents would securely communicate with the Azure cloud.

The Azure Event Hub (AEH) mitigates the risk of catastrophic failures by spanning multiple failover domains within a datacenter. AEH implements transparent failure detection and failover mechanisms such that the service will continue to operate within the agreed upon service levels and mostly without noticeable interruptions if failures occur.

The Security Fabric shall be woven into the base platform from inception. The security fabric will leverage Azure's SSO authentication, multi-factor authentication, encryption, role-based access control (RBAC) authorization, and role-based access decryption. The Security Fabric shall leverage the best practices and patterns of the Azure stack such as Data-link Layer encryption, TLS encryption, Shared Access Signatures, Azure Disk Encryption, and Key management with Key Vault.

Regarding the FBI CJIS, NCF, and CISA CyberSecurity requirements, the Azure stack and Azure stack hub certifications to ensure the solution is aligned and compliant with FBI CJIS Security Policy and Cyber controls for Industrial Control Systems and critical infrastructure organizations.

Consultant may use its latest Velocity 5D product line to rapidly develop the 3D terrain from the port region to the gulf entrance. The Digital Twin shall cover all areas of the Port Authority jurisdiction including the areas aligned with San Patricio and Nueces County as well as all Port Authority owned lands and waterways in those counties. The level of automation will allow Consultant to update source datasets in an iterative way to produce an increasingly accurate 3D digital twin in ready-to-use 3D format.

Consultant will use available GIS sources and apply its standard processing to produce a digital twin of the port region in 3D. This will include:

- 1 meter aerial/satellite imagery
- 6 meter elevation
- Procedurally generated 3D buildings from
- Free footprints
- AI generated footprint
- Procedural vegetation generation

Consultant will produce movable (model) 3D assets to represent dynamic or moving entities supporting the dynamic placement in the digital twin Ships to support “AIS mapping logic based on ship size”. This will include:

- Buoys – to support positioning based on Nav charts
- Generic containers (various size and colors)
- 3D Ships representation updated based on “AIS” live feed
- Dispatched Port PD Vehicles

The Active Digital Twin will be developed including the following features:

- Maritime traffic AIS Integration
- 3D vessels will move in the Active Digital Twin, with the standard updated frequency of 2 minutes that is provided by the AIS live feed.
- The level of vessel information available in the Active Digital Twin will correspond to the information provided in the free API response.
- Additional information about each vessel may be provided if the Port provides access to a paid AIS subscription.
- Computer Aided Dispatch from PTS Solutions Integration
- Vehicles, people, and other resources tracked by the Port’s PTS CAD version will be displayed in the Active Digital Twin.
- Resources’ position and information update frequency will correspond to the frequency of PTS data posted to the Active Digital Twin integration endpoint. Note that due to the nature of PTS, TAA will work with the PTS and the Port to provide an API endpoint for PTS to “POST” data to the provided API endpoint.
- Other information provided by the PTS software will be available as appropriate.
- Historical Data Storage
- A record of Active Digital Twin events will be recorded to a database, accessible only via database queries, in this version.
- Client Applications for Windows Desktop and iOS

The Active Digital Twin will be viewable via a desktop Windows application and mobile applications. It shall be hosted on a combination of government rated cloud server (Azure) and on-premise servers (Azure Stack Hub). The Active Digital Twin Server Architecture shall be built to support integration points for the entire Port Security System Tool Suite (AMAG, PTS, Milestone, ARES, SAAB, etc.) and ensuring Industry 4.0 capabilities.

The Acceleration Agency will provide documentation including manuals, installation instructions, and monthly milestone release notes. The manuals will include instructions on how to use the various elements of the user interface of the Digital Twin client, the authoring tools for adding and modifying content (example: new notifications), adding / administering users, maintenance, upgrades, etc.

TAA will create the documents outlining the procedures and results needed for Delivery Acceptance, Verification, and Validation of the project and will submit them to PCCA for approval.

The TAA Project Manager and their counterpart at PCCA shall establish a regular teleconference as part of the project regimen. All communications, verbal or written, shall be in the English language, which will be the official language of this program.

All documentation being provided by TAA will be in the English language and will be in TAA format. Any third-party documentation being delivered will be provided in the format received from the third party. Documentation provided by TAA which is intended for inclusion in end-user documentation and will be provided in Adobe PDF, Microsoft Word, or Microsoft Excel formats where appropriate.

Written weekly status reports by TAA will be provided containing status updates of each facet of the Project, including status information on all tasks in progress sorted by work done last week, work being done this week and overall status of the current Milestone. Monthly Milestone Release Notes will also be provided.

Proposed changes to the Scope of Work are referred to as Engineering Change Requests (ECRs). Authority must provide the proposed ECR to TAA in writing. TAA will review the proposed ECR and provide a response to Authority. If TAA determines that the proposed ECR affects the price set out in this Contract, then TAA will propose a change order (or separate agreement) with the specific scope and pricing. Any change in scope of work and pricing must be included in a written change order executed by both Parties. If TAA determines the proposed ECR does not affect the price of this Contract, then TAA will only implement the ECR after a written change order is executed by both Parties.

The geotypical area (outside the Port of Corpus Christi facility region) will be replicated by using 3D templates modeled in accordance with the building style of the surrounding area. To build a few geo-specific models in the prototype phase, Consultant needs photos of the actual buildings to be replicated in the digital twin.

Digital Twin outcomes are entirely dependent on the quality and accuracy of the available datasets.

The following are the estimated deliverables and are subject to change during the system design deliverables:

| Milestone | Timeline | Estimated Deliverables  |
|-----------|----------|---|
| MS0       | T0       | Kickoff & SRR Meeting   |
| MS1       | T0+1m    | First Round of Requirements Report  |
| MS2       | T0+2m    | Prototype Digital Twin Model + Client/Server Architecture Design                                |
| MS3       | T0+3m    | Baseline Digital Twin MVP (non-server/non-active)   |
| MS4       | T0+4m    | Functional Port of Corpus Christi Digital Twin MVP  |
| MS5       | T0+5m    | Final Project Design and Plan for Port of Corpus Christi Digital Twin                           |
| MS6       | T0+6m    | Strawman Server + Refined Port Model & Active Assets Models + Start of infrastructure build out |
| MS7       | T0+7m    | Basic AIS Integration + Basic PTS Integration with mock data                                    |
| MS8       | T0+8m    | Alpha Desktop Client Viewer + iOS app   |
| MS9       | T0+9m    | PTS Integration + Event Processing  |
| MS10      | T0+10m   | Event Rules Engine + Enhanced Digital Twin Visualizations                                       |
| MS11      | T0+11m   | Beta Desktop Client Viewer + iOS app and Enhanced Digital Twin Visualizations                   |
| MS12      | T0+12m   | Testing & Hardening   |
| MS13      | T0+13m   | Testing & Launch  |

The following are not included in the scope of work:

- Support and Maintenance post go-live
- Post launch maintenance plans, warranties, and service level agreements will be defined and negotiated during the Period of Performance
- Security integrations not explicitly called out in this document including but not limited to:
  - Access Control (AMAG)
  - Port Control
  - Enterprise Security (ARES)
- Map data content and updates
  - Building Interiors
  - Bathymetry
  - Automated map updates
  - Hi-res map update frequency

The Port shall be responsible for the cost of production cloud servers, accounts and other associated costs.

- On-premise infrastructure responsibilities

- The Port shall be responsible for on-premise server and networking equipment procurement and installation.
- The Port shall be responsible for installing and configuring production cloud, on-premise servers, and configuration of on-premise servers.

## EXHIBIT B

### FEE SCHEDULE

The Consultant will perform the Services described in Exhibit A in accordance with the terms and conditions of this Contract on a fixed rate basis; provided, however, that the total fees paid to Consultant for the Services (including reimbursable travel expense and other direct costs) will not exceed One Million Two Hundred Thousand Dollars (\$1,200,000) without Authority's written approval. Services provided by Consultant will be billed as specified in this Exhibit B. These fees will cover all of Consultant's overhead costs, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges.

The Authority agrees to reimburse the Consultant for certain authorized and approved travel expenses incurred by the Consultant during the Term and directly resulting from the Consultant's performance of the Services under this Contract. Authority will also reimburse the Consultant for certain authorized and approved direct costs incurred by the Consultant in performing the Services. The Consultant shall submit reasonable documentation of any such approved travel expenses and direct costs to Authority from time to time, and such costs and expenses shall be billed to Authority at Consultant's actual cost.

Not later than the twentieth (20th) day of each calendar month, Consultant shall submit to Authority detailed invoices for all services performed and direct costs incurred, if any, pursuant to this Agreement during the prior calendar month. The invoices shall describe the Services performed during the prior month, approved travel expenses or direct costs, milestone achievements, and tasks performed or completed. Authority shall review the invoices and notify Consultant in writing (including email) within twenty (20) days of any disputed amounts. Disputed amounts shall have a good faith basis and not be unreasonably withheld. Authority will pay all undisputed amounts within thirty (30) days' receipt of said invoice(s).

Should this Contract be terminated for any reason, the Consultant will be paid all fees earned up to the termination date and any approved travel expenses or direct costs incurred prior to the termination date. Authority shall deliver such payment to Consultant within thirty (30) days of receipt of documents supporting Consultant's earned fees, expenses, and costs.

Agreed payment schedule:

| Payment Amount     | Payment Due to Consultant              |
|--------------------|--|
| \$300,000          | Due within 30 days of contract signing |
| \$300,000          | November 20, 2023                      |
| \$300,000          | February 29, 2024                      |
| \$100,000          | May 31, 2024                           |
| \$100,000          | July 31, 2024                          |
| \$100,000          | Due upon project signoff by PCCA       |
|                    |  |
| <b>\$1,200,000</b> | <b>TOTAL</b>                           |

**Services Summary**

|   |                    |
|---|--------------------|
| Engineering & Design Services               | \$762,963          |
| Project and Engineering & Design Management | \$375,788          |
| Product Licenses                            | \$50,000           |
| Travel and Living                           | \$11,250           |
| <b>TOTAL</b>                                | <b>\$1,200,000</b> |

**EXHIBIT C**  
**INSURANCE**

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

| <u>TYPE OF INSURANCE</u>  | <u>MINIMUM LIMITS</u>                               |
|---|---|
| A. Workers' Compensation  | Statutory   |
| B. Employer's Liability   | \$1,000,000 per Occurrence<br>\$1,000,000 Aggregate |
| C. Commercial General Liability<br>Products Liability/Completed<br>Operations | \$1,000,000 per Occurrence<br>\$2,000,000 Aggregate |

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

|  |                            |
|--|----------------------------|
| D. Business Automobile Liability   | \$1,000,000 per Occurrence |
| Automobile liability insurance coverage will include all owned, non-owned, and hired vehicles. |                            |
| E. Professional Liability/<br>Errors & Omissions   | \$5,000,000 per Occurrence |

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

|                    |                            |
|--------------------|----------------------------|
| F. Cyber Liability | \$1,000,000 per Occurrence |
|--------------------|----------------------------|

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

the Federal Employer's Liability Act, Consultant shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts.

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

Without limiting any of the other obligations or liabilities of Consultant, Consultant shall require each Subcontractor performing work under the Contract, at Subcontractor's own expense, to maintain during the term of the Contract, the same stipulated minimum insurance as shown herein. As an alternative, Consultant may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Consultant's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Consultant agrees to provide workers' compensation for Subcontractors and their employees. Consultant shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Consultant must retain the certificates of insurance for the duration of the Contract plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. PCCA shall be entitled, upon request and without expense, to receive copies of these certificates

The minimum insurance required may be increased periodically upon request by Authority to commercially reasonable limits. The company writing each of the Policies must possess a current rating with A.M. Best Company of at least "A-, VII". Consultant's liability shall not be limited to the specified amounts of insurance required herein.

## FEDERAL GENERAL CONTRACT PROVISIONS - PSGP

Since a portion of the funds for this project come from a Port Security Grant Program (PSGP) administered by the Federal Emergency Management Agency of the Department of Homeland Security, the following terms and conditions will be incorporated into and form part of the contract between the Port of Corpus Christi (PCC), the recipient of grant funds under the PSGP and the awarded Contractor ("Contractor"). The terms hereof superseded any conflicting terms in the Agreement of Services or any of the other materials contained in the project bid documents or Contractor's proposal. By submitting a response to this solicitation, the proposer/bidder agrees to the following provisions.

*For the purposes of this document, NFE refers to the Non-Federal Entity, which is the Port of Corpus Christi Authority (PCC).*

**Remedies** - Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which PCC may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.

**Termination for Cause and Convenience** - Contracts for more than \$10,000 must address termination for cause and for convenience by the non-federal entity, including how it will be carried out and the basis for settlement.

**Equal Employment Opportunity** - Any contract that uses federal funds to pay for construction work is a "federally assisted construction contract" and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60.

### Required Language

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the

## FEDERAL GENERAL CONTRACT PROVISIONS - PSGP

said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.*

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.*

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

**Davis-Bacon Act** - All prime construction contracts in excess of \$2,000 awarded by PCC must include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations at 29CFR Part

## FEDERAL GENERAL CONTRACT PROVISIONS - PSGP

5. In accordance with this statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

If applicable, the non-federal entity must do the following:

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 USC 3141-3144 and 3146-3148) and the requirements of 29CFR pt. 5 as may be applicable. The contractor shall comply with 40 USC 3141-3144, and 3146-3148 and the requirements of 29CFR pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.
- d. Additionally, pursuant @CFR Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act must also include a provision for compliance with the Copeland Anti-Kickback Act, as sub

**Copeland "Anti-Kickback" Act** - The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed. Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable regulations are intended to assist with enforcement of the Davis-Bacon Act's minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.

Compliance with the Copeland "Anti-Kickback" Act.

*Contractor.* The contractor shall comply with 18 U.S.C 874, 40 U.S.C 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

*Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be appropriate Instructions require, and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with all of these contract clauses.

*Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment, as a contractor and subcontractor as provided in 29 C.F.R. 5.1.2

**Contract Work Hours and Safety Standards Act** - Where applicable, all contracts awarded by the PCC of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC 3702 and 3704, as supplemented by the Department of Labor regulations at 29 CFR Part 5. See 2 CFR Part 200, Appendix II(E). Under 40 USC 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surrounding or under working conditions that are unsanitary, hazardous, or dangerous.

This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## FEDERAL GENERAL CONTRACT PROVISIONS - PSGP

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* PCC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any money payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section."

**Rights to Inventions Made Under a Contract or Agreement** - This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of the funding agreement and the PCC enters into any contract involving substitution of parties, assignment, or performance of experimental, developmental, or research work under that funding agreement, then the PCC must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

"The regulation at 37 CFR 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental or research work under a funding agreement as defined in the first sentence of the paragraph.

**Clean Air Act and Federal Water Pollution Control Act** - For contracts over \$150,000, contracts must contain a provision requiring contractors to comply with the Clean Air Act and the Federal Water Pollution Control Act. Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

"Clean Air Act"

## FEDERAL GENERAL CONTRACT PROVISIONS - PSGP

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the PCC and understands and agrees that the PCC will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA) and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

### “Federal Water Pollution Control Act”

- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- b. The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the nonfederal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

**Debarment and Suspension** - PCC’s contractors and subcontractors are subject to debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2CFR Part 180 and the Department of Homeland Security’s regulations at 2CFR Part 2000 (Non procurement Debarment and Suspension).

The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.

If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM Exclusions can be accessed at [www.sam.gov](http://www.sam.gov).

*In general, an “excluded” party cannot receive a federal grant award or a contract considered to be a “covered transaction,” which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a non-procurement transaction at either a primary or secondary tier.*

Specifically, a covered transaction includes the following contracts for goods or services under FEMA grant and cooperative agreement programs:

- The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
- The contract requires the approval of FEMA, regardless of the amount.
- The contract is for federally required audit services.
- A subcontract is also a covered transaction if it is awarded by the contractor or a recipient or sub-recipient and requires either the approval of FEMA or in excess of \$25,000

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

## FEDERAL GENERAL CONTRACT PROVISIONS - PSGP

### Additional Requirements

This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower-tier transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Procurement of Recovered Materials** - PCC is a political subdivision of a state, and PCC's contractors must comply with Section 6002 of the Solid Waste Disposal Act. If applicable, PCC must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000.

### Additional Requirements

The requirements include:

- Procuring only items designated in EPA guidelines that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than \$10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than \$10,000
- Procuring solid waste management services in a way that maximizes energy and resources recovery; and
- Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

"In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

## FEDERAL GENERAL CONTRACT PROVISIONS - PSGP

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

**Prohibition on Contracting for Covered Telecommunications Equipment or Services** - Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019(FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, *may not* obligate or expend any FEMA award funds to:

Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system

“Prohibition on Contracting for Covered Telecommunications Equipment or Services

*(a) Definitions.*

As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

*(b) Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

*(c) Exceptions.*

(1) This clause does not prohibit contractors from providing— (i) A service that connects to the facilities of a third-party, such as backhaul, roaming or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

## FEDERAL GENERAL CONTRACT PROVISIONS - PSGP

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

*(d) Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information. (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

**Domestic Preferences for Procurements** - As appropriate, and to the extent consistent with law, PCC and its contractors should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For the purposes of this clause:

*Produced in the United States means*, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

**FEMA Recommended Additional Contract Provisions** - The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

**Changes** - To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end item procured.

## FEDERAL GENERAL CONTRACT PROVISIONS - PSGP

**Access to Records** - All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, (2018).

**Access to Records.** The following access to records requirements applies to this contract.

“The contractor agrees to provide PCC, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the PCC and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

**DHS Seal, Logo, and Flags** - Recipients must obtain permission before using the DHS seal(s), logos, crests, reproductions of flags, or likenesses of DHS agency officials.

“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

**Compliance with Federal Law, Regulations, and Executive Orders** - PCC and its contractors are required to comply with all federal laws, regulations, and executive orders.

“This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

**No Obligation by Federal Government** - FEMA is not a party to any transaction between a PCC and its contractor. Therefore, FEMA is not subject to any obligations or liable to any party for any matter relating to the contract between PCC and its contractor

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

**Program Fraud and False or Fraudulent Statements or Related Acts** - PCC must comply with the requirements of the False Claims Act which prohibits submitting false or fraudulent claims for payment to the federal government. As a part of the contract with PCC, contractors must acknowledge that 31 U.S.C. Chap. 38, regarding administrative remedies for false claims and statements, applies to their actions under their contract.

“The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

## FEDERAL GENERAL CONTRACT PROVISIONS - PSGP

**Affirmative Socioeconomic Steps** - For procurements under FEMA declarations and awards issued on or after November 12, 2020, PCC is required to take the six affirmative steps to ensure use of small and minority businesses, women's business enterprises, and labor surplus area firms when possible. One of the six steps is to require the prime contractor, if subcontracts are to be let, to take the five other affirmative steps.<sup>74</sup> For procurements under FEMA declarations and awards issued between December 26, 2014, and November 12, 2020, this requirement only applies to non-state entities.

"If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible."

### **Copyright and Data Rights**

PCC is required by 2 C.F.R. § 200.315 to provide certain licenses with respect to copyright and data to the federal awarding agency. 2 C.F.R. § 200.315(b) provides to the federal awarding agency "a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use [any work that is subject to copyright] for federal purposes, and to authorize others to do so." 2 C.F.R. § 200.315(d) provides to the federal government the rights to "obtain, reproduce, publish, or otherwise use" data produced under a federal award and to authorize others to do the same.

"License and Delivery of Works Subject to Copyright and Data Rights" The Contractor grants to the (insert name of the non-federal entity), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the (insert name of the non-federal entity) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the (insert name of the non-federal entity) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity)."

**Byrd Anti-Lobbying Amendment** - If PCC intends to award contracts of more than \$100,000, and their contractors who intend to award subcontracts of more than \$100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying.

Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract grant, or other award covered by 31 USC 1352.

The required certification form is found in FEMA regulations. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal awarding agency.

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

FEDERAL GENERAL CONTRACT PROVISIONS - PSGP

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency."

If applicable, contractors must sign and submit the following certification to the PCC with each bid or offer exceeding \$100,000:

"APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

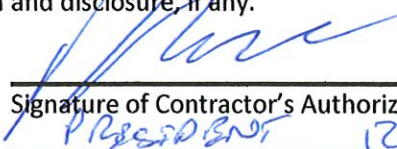
The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

10.3.2 RECOMMENDED SIGNATURE LINE:

At the end of the certification language, FEMA recommends including the following signature line.

"The Contractor, Rodney White, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
 \_\_\_\_\_  
 Signature of Contractor's Authorized Official  
PRESIDENT (RODNEY WHITE)  
 \_\_\_\_\_  
 Name and Title of Contractor's Authorized Official  
8-AUG-2023  
 \_\_\_\_\_  
 Date"



**DATE:** August 15, 2023

**TO:** Port Commission

**FROM:** Maria Bedia, Strategic Planning Manager  
[mbedia@pocca.com](mailto:mbedia@pocca.com)  
 (361) 881-5159

**Approve a Consulting Services Contract with Burns & McDonnell Engineering Company, Inc. for the development and implementation of a Pilot Enterprise Asset Management (EAM) System for Avery Point Oil Dock 3 (Project No. 18-044C) in the amount of \$674,599, funded by MARAD PIDP grant award of \$539,679 (80%), PCCA share \$134,910 (20%).**

**SUMMARY:** Staff is seeking Commission approval of a Consulting Services Contract with **Burns & McDonnell Engineering Company, Inc.** for the development and implementation of a **Pilot Enterprise Asset Management (EAM) System for Avery Point Oil Dock 3** (Project No. 18-044C) in the amount of **\$674,599**, 80% (\$539,679) of this cost is funded by a 2019 MARAD PIDP grant award; PCCA share is \$134,920 (20%). This project is included in PCCA’s approved 2023 budget.

**BACKGROUND:** In August 2018, Commission approved staff to apply for a 2019 U.S. Department of Transportation Maritime Administration’s (MARAD) Port Infrastructure Development Program (PIDP) grant for the Avery Point Oil Dock 3 (OD3) Expansion Project. The resulting \$17.6M grant award included the implementation of a pilot Enterprise Asset Management (EAM) system specifically for OD3’s assets, creating a system that could then be replicated by asset class throughout Port owned assets.

After a two-year grant agreement negotiation, staff issued a Request for Proposals (RFP) for a Pilot Enterprise Asset Management (EAM) System for Avery Point Oil Dock 3 (Project No. 18-044C). A selection committee reviewed and ranked the ten proposals that were submitted, interviewed the top ranked three vendors, and selected Burns & McDonnell Engineering Company, Inc. as the most qualified respondent.

Developing an asset management system was included in PCCA’s Strategic Plan 2023 and carried over into Strategic Plan 2026 under Strategic Goal 3: Provide Facilities + Services to Meet Customer Needs. EAM implementation will include aggregating data from the GIS inspection tools, Upkeep (PCCA’s maintenance ticketing system), and EnterpriseOne (E-1), PCCA’s enterprise resource program. The resulting EAM system will be a single platform to help PCCA track historical work, understand associated costs, establish, and streamline workflows, schedule preventative maintenance, and create data visualizations.

Planning staff have created a cross-functional, 18-member Asset Management Team (AMT) to lead implementation of the EAM system; this AMT includes members from Operations, Engineering, Environmental, Planning, Information Technology, Finance/Accounting, Security, Emergency Management, Risk Management, Real Estate, and Procurement departments.

**ALTERNATIVES:** Delay implementation of integrated asset management at PCCA, forgoing the myriad benefits of such a system in terms of resource and operational efficiency, and forfeit \$539K in federal (MARAD PIDP) grant funds with potential consequences for future funding requests.

**CONFORMITY TO PORT POLICY:** This project conforms to Strategic Goal 3: Provide Facilities + Services to Meet Customer Needs, Objective - 3.28 - Deploy second tier scope of Enterprise Asset Management System.

**EMERGENCY:** Time-sensitive; per the grant agreement, the vendor must have the EAM system complete and functional by June 30, 2024.

**FINANCIAL IMPACT:** 80% (\$539,679) of costs associated with this contract will be reimbursed by MARAD. The ultimate financial commitment by PCCA for this contract is \$134,919.80, which was included in PCCA's adopted 2023 Annual Budget.

**STAFF RECOMMENDATION:** Staff recommends Commission approval of a Consulting Services Contract with **Burns & McDonnell Engineering Company, Inc.** for the development and implementation of a **Pilot Enterprise Asset Management (EAM) System for Avery Point Oil Dock 3** (Project No. 18-044C) in the amount of **\$674,599**.

**DEPARTMENTAL CLEARANCES:**

|                        |                                    |
|------------------------|------------------------------------|
| Originating Department | Planning                           |
| Reviewed & Approved    | Leslie Ruta<br>Brooks Lobingier II |
| Legal Reviewed by      | Dane Bruun                         |
| Executive Staff        | Jeffrey Pollack<br>Kent Britton    |

**LIST OF SUPPORTING DOCUMENTS:**

Consulting Services Contract

## CONSULTING SERVICES CONTRACT

**THIS CONTRACT** (the “Contract”) is made and entered into effective as of the 15<sup>th</sup> day of August 2023, (“Effective Date”) by and between the Port of Corpus Christi Authority of Nueces County, Texas (“Authority”), and Burns & McDonnell Engineering Company, Inc. (“Consultant”), each a “Party” and collectively as “Parties”.

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

**1. CONTRACT:** Authority hereby engages the Consultant and the Consultant hereby accepts its engagement for the purpose of providing to Authority the consulting services (“Services”) as are generally described in the “Scope of Services” set forth in Exhibit A to this Contract which is incorporated herein by reference.

**2. PERIOD OF SERVICE:** The Consultant shall complete the Services on or before May 31, 2024 (the “Deadline”), unless the Authority agrees to extend the Deadline for good reason; provided, however, that the Authority may terminate this Contract at any time in accordance with Section 14. Time is of the essence in performance of this Contract. There will be no obligation established between Authority and the Consultant for performance of the Services until Authority provides the Consultant execution of this Contract and receipt by the Authority of appropriate Certificates of Insurance and other documentation as may be required herein. The term of this Contract (“Term”) shall begin on the Effective Date and shall end on the first to occur of the following: (1) the Deadline, as the same may have been extended by the Authority, (2) the date on which, in the opinion of Authority, all of the Services have been rendered, (3) the date on which this Contract is terminated by the Authority pursuant to Section 14, or (4) the date on which this Contract is terminated by the Consultant pursuant to Section 14.

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

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

Maria Bedia  
Strategic Planning Manager  
Port of Corpus Christi Authority  
400 Harbor Drive  
Corpus Christi, Texas 78401  
E-mail: [mbedia@pocca.com](mailto:mbedia@pocca.com)

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

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

If to the Authority: Kent Britton  
Interim Chief Executive Officer  
Port of Corpus Christi Authority  
400 Harbor Drive  
Corpus Christi, Texas 78401  
E-mail: [kbritton@pocca.com](mailto:kbritton@pocca.com)

If to the Consultant: Alex Piquer  
Engagement Manager and Contracting  
Burns & McDonnell  
Engineering Company, Inc.  
1700 West Loop South Ste 1500  
Houston, Texas 77027  
E-mail: [alex.piquer@1898andco.com](mailto:alex.piquer@1898andco.com)

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

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

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

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

6.2 The Consultant shall perform the Services with the professional skill and care ordinarily provided by competent consultants practicing in the same or similar locality and under the same or similar circumstances and professional license. Subject to the foregoing standard of care, Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. Consultant will correct negligent errors and omissions which are reported to Consultant in writing within two (2) years from the completion of the Services without additional compensation except to the extent such errors or omissions are attributable to deficiencies in Authority-furnished information. The obligations and representations contained in this

Section 6.2 are Consultant's sole obligation and Authority's exclusive remedy with respect to defects in the quality of services detected within the two-year reporting period. No warranty, express or implied, is included in this Contract or regarding any drawing, specification, or other work product or instrument of service, or oral or written representation by Consultant or its employees or consultants;

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

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

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

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

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

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

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

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

**7. COMPENSATION:** The compensation to be paid Consultant for providing the Services shall be the compensation described in Exhibit B attached hereto, which is incorporated herein by reference; provided, however, the total fees paid to Consultant for the Services (including reimbursable travel expenses and other direct costs) shall not exceed Six Hundred Seventy-Four Thousand Five Hundred Ninety-Nine Dollars (\$ 674,599.00). Consultant will obtain the written approval of Authority's Contract Representative relative to incurring travel and other direct costs before incurring such expenses.

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

Notwithstanding anything to the contrary herein, in no event shall the Authority be entitled to audit or review the composition of any agreed upon fixed rates or percentage multipliers set nor shall it be entitled to audit any rates, charges, costs, hours worked or expenses related to Services performed on a lump sum or fixed price basis.

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

**10. INDEMNIFICATION AND RELEASE.** Consultant hereby releases and discharges Authority and its agents, servants, representatives, employees, officers, directors, and Port Commissioners (collectively, the "Authority Parties") from liability for and assumes the risk of loss or damage to the property of Consultant and the injury or death of any person employed by Consultant. To the fullest extent allowed by law, Consultant shall indemnify and hold harmless the Authority Parties from all damages, losses, costs and expenses, of any nature whatsoever, whether incurred as a judgment,

settlement, penalty, fine or otherwise (including reasonable attorneys' fees) (collectively, "Damages"), arising from third-party claims or actions relating to this Contract, but only to the extent that the Damages are caused by or result from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor committed by Consultant or Consultant's agent, consultant under contract, or another entity over which the Consultant exercises control.

**The Consultant is not obligated under this paragraph to indemnify the Authority Parties for the negligent acts of the Authority Parties.**

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

**11. LIMITATION OF LIABILITY:** In no event shall either Party be liable or responsible to the other Party for any indirect, incidental, special, exemplary, or any kind of consequential loss or punitive damage of any nature whatsoever (including, but not limited to, contract, negligence or tort liability) of the other Party, including without limitation, any actual or anticipated profits, loss of time, inconvenience, commercial loss or any other damages, even if the Party has advance notice of the possibility of such damages. Except with respect to Consultant's third party indemnification obligations in Section 10 or in the event of Consultant's gross negligence, willful misconduct, fraud, in no event shall Consultant be liable to Authority (or any person claiming through Authority) under this Contract for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Services or this Contract, under any legal theory, including, but not limited to, tort claims, claims of negligence, professional errors or omissions, breach of contract, breach of warranty, or strict liability of Consultant, for any amount in excess of One Million Dollars (\$1,000,000) in the aggregate.

The term "gross negligence" means an act or omission which when viewed objectively from the standpoint of the actor at the time of its occurrence involves an extreme degree of risk, considering the probability and magnitude of the potential harm to others and which the actor has actual, subjective awareness of the risk involved, but nevertheless proceeds with conscious indifference to the rights, safety, or welfare of others.

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

**13. ASSIGNMENT:** Neither Authority nor Consultant will assign or transfer its interest in this Contract without the written consent of the other.

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

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

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

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

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

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

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

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

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

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

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

**22. GOVERNING LAW and WAIVER OF JURY TRIAL:** This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The Parties agree that venue of all claims and lawsuits arising out of this Contract shall lie in Nueces County, Texas. Each party hereto hereby waives its rights to a jury trial for any claim or cause of action based upon or arising out of this Contract.

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

**24. NO ORGANIZATIONAL CONFLICT OF INTEREST:** Consultant hereby certifies that it has no actual or potential Organizational Conflict of Interest. “Organizational Conflict of Interest” means that because of other activities or relationships with other persons or entities, the Consultant is unable or potentially unable to render impartial assistance or advice to Authority or the Consultant’s objectivity in performing the services under this Contract is or might otherwise be impaired. An “Organizational Conflict of Interest” also exists if an owner, director, manager, trustee, or employee of the Consultant publicly opposes, works against, or takes a position adverse to the project, permit, or objectives for which the Consultant is engaged hereunder. Consultant agrees to immediately notify Authority of any actual or potential Organizational Conflict of Interest that develops or occurs during the term of this Contract. Consultant agrees that Authority may terminate this Contract immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Contract.

**25. SECTION 2271.002, TEXAS GOVERNMENT CODE:** To the extent required by Section 2271.002 of the Texas Government Code, Consultant represents that Consultant does not boycott Israel and will not boycott Israel through the term of this Contract. For purposes of this representation, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**26. DEFAMATION:** The Parties covenant and agree that in no event, and at no time during the Term or at any time thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other’s businesses, services, properties or assets, or employees, personnel, agents, or representatives.

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

**28. FEDERAL GRANT REQUIREMENTS:** Consultant agrees to comply with all federal grant requirements and certifications attached hereto in Exhibit D.

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

*[Signature page follows this page]*


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

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

By: \_\_\_\_\_  
Name: Kent Britton  
Title: Interim Chief Executive Officer  
Date: \_\_\_\_\_

“Authority”

**BURNS & MCDONNELL ENGINEERING  
COMPANY, INC.**

By:   
Chris Underwood  
Vice President  
Burns & McDonnell Engineering Company, Inc  
07/31/2023

“Consultant”

## EXHIBIT A

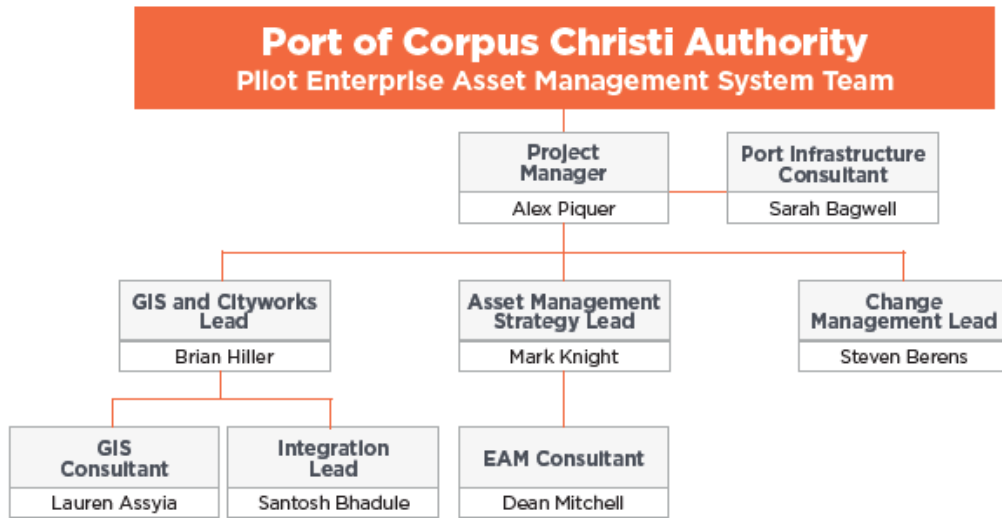
### SCOPE OF SERVICES

The Consultant will perform the following services in accordance with the terms and conditions set forth in this Contract and Proposal submission:

| <b>Task</b>                                    | <b>Description</b>  | <b>Deliverable</b>  | <b>Task Lead</b>           |
|--|---|---|----------------------------|
| Develop project objectives                     | Work with cross-disciplinary PCCA team to define objectives and parameters for pilot enterprise asset management (EAM) system for OD3   | Memorandum defining project objectives, parameters, and assumptions               | PCCA Team & EAM Consultant |
| Benchmarking                                   | Determine the current state of the practice at US ports to level set PCCA's understanding   | Memorandum/white paper detailing industry best practices and benchmarks           | EAM Consultant             |
| Develop Strategic Asset Management Plan (SAMP) | Determine intentions, priorities, and practices to be adopted on a long-term basis, considering organizational needs, stakeholder expectations, and existing assets and asset management capabilities | Strategic Asset Management Plan   | PCCA Team & EAM Consultant |
| Define pilot asset hierarchy and template      | Develop asset hierarchy with details specific for the project area that are scalable to encompass areas of PCCA   | Memorandum defining asset hierarchy   | PCCA Team & EAM Consultant |
| Specify system components                      | Advise PCCA on GIS and EAM software and hardware to support asset management system   | Memorandum detailing recommended GIS and EAM software and hardware specifications | EAM Consultant             |
| Data collection                                | Identify and address gaps in existing data for the Port-owned OD3 area and its immediate surroundings, including project design, construction, and operations/maintenance                             | Memorandum and associated data sets, as necessary                                 | PCCA Team & EAM Consultant |

| <b>Task</b>                             | <b>Description</b>   | <b>Deliverable</b>   | <b>Task Lead</b>           |
|---|--|--|----------------------------|
| System implementation and commissioning | Support PCCA on the installation and configuration of software to support asset inventory, condition assessments, risk assessment, preventive maintenance program, work order management (including resource and materials cost tracking), management dashboards, and budget forecasting | Full implementation/ integration of pilot AM system at OD3 | EAM Consultant             |
| Develop system SOP                      | Develop guide outlining standards, protocols, and procedures   | PCCA Asset Management Manual                               | PCCA Team & EAM Consultant |
| Reporting                               | Generate final report which includes all previous memos and lessons learned to increase utility for other ports  | Final report   | EAM Consultant             |

ORGANIZATIONAL CHART



**Familiarity with Esri & Cityworks**



We have long-standing relationships with some of the top GIS and asset management platforms. Additionally, 1898 & Co. is a Gold Level Cityworks implementation partner. We have been helping clients setup and configure Cityworks for over a decade. This includes implementation of Cityworks Asset Management System (AMS) and Cityworks Permitting, Licensing and Land (PLL).

## Task 1 | Develop Project Objectives

The first step of this project will establish the foundations for the development and of PCCA's Strategic Asset Management Plan and subsequent implementation of the pilot in EAMS.

**Mobilize the Project** | We believe that a focused project mobilization effort – during which early stage, foundational insights into the project objectives and project management protocols are specified – is a critical success factor for any system implementation and integration effort, especially where alignment with standards and organizational objectives is fundamental to success. We will kick-off this engagement with a series of activities that will confirm approaches to project management, monitoring, and reporting, and establish critical parameters for identifying and achieving project objectives. Importantly, mobilization will include designing and reviewing an initial integrated project and change plan (integrating change management activities) and will include an overview of asset management principles, the role of an asset management system (AMS), and the role of an EAM within the AMS.

**Lead a Project Kick-Off Meeting** | 1898 & Co. will lead a kick-off meeting with the PCCA project leads to confirm the goals of the pilot, PCCA's asset management objectives, reiterate our methodology and approach, and establish on-going management protocols. Topics addressed in the kick-off will include an overview of ISO 55001, the 39 subjects of asset management described in the GFMAM Landscape, the role of an EAM within the AMS, and the importance of change management since it is people who do asset management.

**Confirm Cityworks Implementation Approach** | We have helped many organizations setup and begin using Cityworks. We believe that for PCCA to adopt and realize the full potential of the new system, the implementation process must be a team effort. Our goal is to not only setup the new software, but just as importantly to build capacity within the organization to fully utilize, manage, and maintain and sustain the platform moving forward (see Tasks 7 & 8 for more details).

**Prepare a Document Request & Schedule Interviews** | Our insight into your organization – combined with our significant experience leading strategic asset management and system implementation efforts – provides a strong foundation from which to begin our project. For a rapid project launch, we will prepare an initial document request for the kickoff and list of interviews with relevant staff from across the asset management organization and “value stream”. This will be integrated into Task 3 as part of the SAMP development.

PCCA's asset management strategy needs to reflect the input of its key stakeholders since PCCA needs to understand the nature of value to its various stakeholder groups. The quality of stakeholder relations determines how stakeholders interact with (and within) PCCA and how well stakeholder who can have an impact on PCCA's asset management activities support the asset management strategy (reflected in the SAMP) and objectives.

The request will include standard materials that will build insight into the current asset management practices and will include business process documents, performance reports, strategic planning documents, among other related documents.

## Task 2 | Benchmarking

**Conduct Current State Process Review** | One of the goals of this project is to use EAMS “out of the box” business processes to transform existing PCCA asset management activities, with the specific goal of moving to an optimized future process state, defined by improved performance in key areas reflecting Best Practices.

1898 & Co. has executed numerous benchmarking studies for clients focused on different areas of asset management. Our benchmarking studies are customized to meet our client's specific needs – they are not a one-size fits all study. Typically, our data sources include publicly available information, internal information, and using our vast network of contacts throughout industry. While the scope can vary, typically we will first establish a peer benchmark group based on the client's specific needs and requirements. Then we will establish benchmarking metrics which are benchmarked against the peer group utilizing surveys and detailed data requests. Finally, we analyze the results versus our client's current state to determine a maturity assessment or a subjective assessment against industry best practice.

To understand the nature of current state business processes we will actively brainstorm the included scope for benchmarking with PCCA asset management process owners. We will organize a facilitated workshop with process owners to lead a detailed review of the current state process. Rather than committing time, resource, and energy to fully document as-is processes, we will work with you to quickly understand current state processes, current issues, and identify preliminary solutions. This approach is often referred to as a “Brown Paper Map” exercise and is valuable when looking to move quickly to future state improvement.

Our workshop approach provides an opportunity to actively engage key process owners, stakeholders, and SMEs; helps generate momentum throughout the assessment phases; and builds alignment around key takeaways and future state actions. The output of these brainstorming sessions is a visual representation of the key characteristics of each major process in the current state asset management lifecycle, with key characteristics (including inputs, outputs, risks, bottlenecks, data transfers, reports) captured in a rich visual representation.

The Brown Paper Map captures the current state use of technology, sources of data, key hand-offs between functional areas, templates and forms, and other facets of process delivery. Through this approach, we will derive an understanding of the current state in several areas:

- **Work Intake and Generation:** How work flows, with specific emphasis on core elements of maintenance management.
- **Cycle Time:** Duration of key tasks and activities.
- **Volatility:** Variability of asset management workflow
- **Demand:** A demand assessment for asset management activities.
- **Time:** Average duration/complexity of any request.
- **Stakeholders:** A stakeholder assessment (preliminarily defined in Project Mobilization):
- A list of current asset management “customers”
- A list of functional groups that contribute to asset management
- An assessment of how customers view the funding approval service (quality)

Our asset management and Cityworks EAM consultants will apply their significant experience to identify potential improvements to the current state asset management processes. Because we know “where to look” for process challenges and understand how to address them, we will efficiently derive a thorough list of potential process improvements.

We will specify future state improvement objectives during Project Mobilization and assess current state processes with these objectives in-mind. We understand PCCA’s intent to significantly limit the number of customizations to the Cityworks workflows and to reference Best Practice standards in asset management when designing future state business processes. We will conduct the process review with these goals squarely in mind.

This project will introduce numerous new ways of working to PCCA. A comprehensive training plan is central to ensuring that new technologies and business processes are adopted quickly, with significant buy-in across the cohort of impacted stakeholders and reflecting a high level of proficiency.

In general, our basic training needs assessment is a four-step process.

- Confirm the business goal that the training supports
- Determine the tasks to be performed that enable PCCA to reach that goal
- Determine the training activities that will help workers learn to perform the tasks
- Identify the learning characteristics of the workers to make the training effective

**Change Management** | We strongly believe in the importance of initiating change management activities early in any enterprise project. Research supports the view that transformation programs are more likely to achieve their objectives when core change management activities are launched in the early stages of a project.

While we are not proposing a specific change management stream for this pilot, it is important that PCCA consider introducing change management before rolling the pilot out to the rest of the port. Building awareness of the importance of change management within PCCA teams will lay the groundwork for long-term success beyond this pilot.

We will deliver a change management workshop geared toward building understanding of core change management concepts among project stakeholders. Participants will be determined during project kick-off. Topics will include:

- Principles of Change Management
- Develop Stakeholder register
- Stakeholder Assessment
- Communication Planning
- Change Agent Planning
- Sponsor Planning

**Conduct a Stakeholder Assessment:** There are numerous stakeholders to the EAMS effort at PCCA. Understanding the perspectives of each stakeholder group is critical, as specific interventions and strategies will be designed for each stakeholder in relation to project phase. Characteristics such as “interest” and “influence” will be assessed for stakeholders throughout the life of the project to determine if and how engagement strategies should be adjusted.

**Design Communication Strategies:** We recognize the key role that communication plays in any transformation - including the successful adoption of new technologies and business processes. 1898 & Co. will design communication strategies with specific stakeholders in mind, and aligned to project phases and milestones. We will work closely with PCCA project leads to understand and leverage common communication methods at PCCA (and also introduce new methods, as appropriate).

**Create the Sponsor Plan:** Research confirms that active and engaged sponsorship is one of the most critical determinants of project success (especially for the most complex of efforts). For this project, consistent “visible leadership” from the primary sponsor and sponsor network will be central for showing the vision of the EAMS deployment in the broader context of organizational transformation and maintaining support for inevitable changes to ways of working.

We will confirm the set of sponsors whose engagement will be critical for this effort and design tailored engagement strategies for these sponsors over the life of the project.

**Lead Change Readiness and Impact Assessments:** In today’s environment, characterized by numerous projects and increasingly complex day-to-day work, it is important to consider PCCA’s readiness to take on a project like EAMS. 1898 & Co. will lead an assessment to consider levels of change fatigue across the Utility, perceptions regarding PCCA’s effectiveness managing change, and potential distractions from maintaining momentum.

In addition, we will also leverage insights from the stakeholder assessment to consider the impact of EAMS on the organization. Through this assessment of change impact, we will pinpoint areas of the organization most impacted by the EAMS initiative (which will then influence the nature, frequency, and tone of our engagement)

**Design the Initial Change Management Plan:** As noted above, change management is most effective when closely integrated with project management. We will create a single, consolidated project plan inclusive of change management activities that are staged in close alignment with overall project milestones and decision-points.

### Task 3 | Develop Strategic Asset Management Plan (SAMP)

A central part of every robust asset management system is the strategic asset management plan, also referred to as a SAMP. This is the document(s) that ISO 55000 states should be used to guide the setting of an organization's asset management objectives and to describe the role of the asset management system in meeting these objectives. The SAMP is also the document that ISO 55000 states should describe the structures, roles and responsibilities necessary to establish the asset management system, operate it effectively, and use to guide development of its asset management plans.

Disconnects between strategy and operations exist in most organizations. Keeping these aligned by converting the objectives of the organizational strategy into a high-level, long-term action plan for the asset portfolio by cascading the policy down into more detailed asset management plans and activities is what the SAMP does.

The primary purpose of a SAMP is to define a clear way forward by defining what the strategic objectives are, and how they will be delivered. PCCA's SAMP will provide asset management improvement strategy and actions to be implemented from 2023 across the full asset life cycle to better create and deliver value for PCCA's stakeholders, while also ensuring long term performance and safety.

This task will look at PCCA's objectives and current activities. It will also look at PCCA's asset management policy, if one exists, and in-flight initiatives. Linking these together to create line of sight is important and the SAMP is a good vehicle to provide an overview of this. The SAMP needs to take a long-term view, and consider the combination of PCCA needs, stakeholder expectations, and the realities of existing assets and asset management capabilities.

The SAMP needs to contain sufficient information to enable the development of more specific plans (Asset Management Plans) for how the strategies will be implemented. A SAMP covers intentions for the whole asset portfolio and the organization's period of responsibility for it so how the SAMP and Pilot project scope get rationalized needs to be discussed during the kickoff process.

In addition to insights gained from existing documents, we believe that leading a comprehensive set of interviews with staff from major functional areas that lead or support asset management practices will be an important step in this project. ***Early-stage Interviews with key decision-makers will focus on understanding the strategic vision and context for PCCA's asset management program, gaining insight into what is working well, and perspectives on potential areas of improvement.***

We understand the importance of working efficiently and optimizing the time of PCCA stakeholders. Our knowledge of your organization will allow us to conduct interviews and workshops efficiently and with low impact to your day-to-day work.

Now we will focus on defining key elements of PCCA's asset management framework, including the asset hierarchy and asset naming convention. In Task 2, our team will also identify business process gaps versus Best Practice and confirm how best to resolve those gaps. Additional change management activities will engage Change Agents in key areas of PCCA, who will inevitably help drive sustainment of the new EAMS and related business processes.

**Design the New Corporate Asset Management Plan |** The asset management plan will begin with review of PCCA's existing policies and plans relating to asset management (per Addendum No. 1). Within context of ISO 55001, an asset management plan relates to orienting PCCA to a longer term, coordinated and sustainable view of what is required of its assets to deliver the organizational strategy. It brings together maintenance, operating strategy and capital programs, finance planning, resources and supplier strategies, and longer-term downtime planning.

Asset management plans are typically focused on specific types of assets and are subject to a strategic asset management plan and organizational asset management policy that describe how strategy is translated into implementation plans.

The purpose of a strategic asset management plan (SAMP) is to define a clear way forward by defining what PCCA's strategic asset management objectives are, and how they will be delivered. Based on the description of content provided by PCCA, we assume the required asset management plan is intended to cover some aspects of a SAMP but also lower level activities.

Asset management requires a structured approach for effective management of PCCA's infrastructure; there is no one-size-fits-all best practice in asset management. In truth, there is only "good practice" that is appropriate within the operating context and needs of any particular organization.

Developing the plan will include a review of PCCA's asset register, hierarchy, and criticality, as well as asset management and corporate objectives. Goal setting is a critical step to any successful asset management program.

We will facilitate an asset management strategy workshop for our joint team to identify key stakeholders throughout PCCA's organization, establish program goals and objectives, and agree on key performance indicators for asset performance.

We will review PCCA's current asset management practices in a series of meetings your stakeholders to understand cost and reliability drivers to quickly provide value by focusing on areas that are significantly impacting overall reliability and cost, or that have the potential to.

Performing a gap analysis will identify scope, cost, improvements in asset management practices, and value of specific projects, ensuring that whole life cycle aspects are included.

**The primary purpose of the plan will be to define a clear way forward regarding strategic objectives and how they will be delivered.** This cannot be effectively performed without knowledge of the as-is situation, both in terms of the assets and asset management capabilities.

**The current position provides a baseline from which to define any changes.**

## Task 4 | Define Pilot Asset Hierarchy and Template

### Define Asset Hierarchy and Asset Naming Convention |

Having a well-defined asset inventory that models assets to a level of detail sufficient to meet business objectives and aids in reporting is a foundational element to the success of any asset management program. **Cityworks is unique amongst asset management software systems. It is GIS centric; meaning that it leverages the GIS exclusively for the asset repository.**

In its simplest form, an asset register is a detailed list compiled of all business assets that fall within pre-determined criteria. It includes details on assets such as location, condition, and manufacturer. The purpose of an asset register is to enable businesses to know the status, procurement date, location, price, depreciation, and the current value of each asset as well as maintenance history and other elements such as photographs.

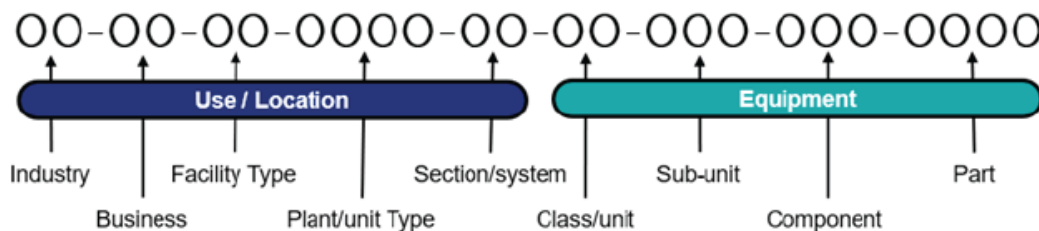
**With Important Information in a single source of truth, it provides a strong foundation for asset management activities.** What assets go into an asset register, is often governed by a capitalization policy.

Identifying the location of assets presents different challenges for different organizations. Some assets are located within geographically constrained areas with a lot of vertical variation and complex interactions of asset systems. Some have assets that are spread over thousands of square miles with a lot of linear assets. Town names, structure numbers, and distance from known locations can all be used along with GPS coordinates. Port assets are generally identified by a hierarchical convention that groups assets into functional units as part of a master equipment list (MEL). Determining proper naming convention for components is associated with the function of the component.

1898 & Co. will review PCCA's existing naming convention as part of this work since component numbering schemes can vary in the number of characters that can be used to identify the type and specific identifier, and is typically dependent upon the CMMS. This task will therefore require some integration with Tasks 5/6/7.

1898 & Co. will work with PCCA to develop an Asset Hierarchy and Asset Naming convention that meets the objectives developed in Task 1, draws upon industry Best Practices, and supports the use of the Cityworks system. Using the template, the assets of PCCA at Avery Point Oil Dock 3 will be mapped to the hierarchy and assigned a reference for the MEL, which will be scalable to support the whole of PCCA if required. The asset hierarchy information will be stored in the asset register with other pertinent asset data.

Our effort will combine "swim lane" diagrams (utilizing common and consistent business process mapping symbolization and categorization) with detailed narrative to help visualize a series of integrated work activities. We will confirm this level of detail with you during Project Mobilization.



ISO 14224:2016

Figure 2. ISO 14224:2016 Asset Naming Convention

Each map will capture use of technology, sources of data, key hand-offs between functional areas, templates and forms, and other facets of process delivery. We have designed process maps at varying levels of detail for other clients and we will align our documentation effort to existing PCCA business process standards.

**Change Management Activities** | We build two-way communication plans as part of our change management strategy, such that we “push” messages across PCCA and seek to “pull” information from key stakeholders. We will utilize Brown Bag sessions and “Office Hours” with key stakeholders to provide an opportunity to gather and assess reactions to the overall pilot. Sources of support and resistance will be evaluated, and additional interventions created to encourage continued engagement and proactively address potential implementation challenges. Unattended, there is a penchant for change management efforts to lose steam.

To maintain momentum, we believe in the importance of building a network of Change Agents who support projects at a grass roots level. A Change Agent is a recognized leader with technical know-how and social support, who helps drive desired change and meet transformation goals.

***The importance of gathering feedback, identifying and taking action around lessons learned, and celebrating successes is an important part of change management and change management is an important part of asset management.***

## Task 5 | Specify System Components

For the Asset Management System pilot, 1898 & Co. recommends utilizing the Cityworks Asset Management System (AMS) created and supported by the industry leading software and hardware company, Trimble. As an industry leading platform for asset lifecycle management, Cityworks designs, creates, promotes, and advocates GIS-centric software as a best practice to strengthen asset owners. Built exclusively on Esri’s innovative ArcGIS technology, Cityworks offers robust systems of action (systems of record, engagement, and insight) for asset management.

1898 & Co. recommends implementation of Cityworks AMS as the core business application to manage the port’s assets. ***Cityworks leverages the existing ArcGIS geodatabase as the system of record for all assets and enables definition and management of workflows utilized throughout the asset management process.***

Cityworks AMS will be implemented on-premise based on a recommended two (2) machine server/database configuration. Along with Cityworks native integration to Esri ArcGIS, we will provide integration of data from PCCA’s Oracle JD Edwards ERP based on automated data-on-demand exports.



Figure 3. Systems Infrastructure

Cityworks AMS (Asset Management Solution) provides powerful tools for asset management, customer care, work management, and data analysis.

Cityworks is designed with applications that provide end-users with optimized office or mobile experiences for their specific tasks:

- Respond enables mobile service requests, work orders, inspections, and PLL case management on an interface optimized for tablets and other mobile devices. It is designed to support screen readers.
- Mobile apps for iOS and Android are available for task-based usage when completing service requests, work orders, inspections, and PLL cases. While Respond requires a constant network connection, the mobile apps can be used when a network connection is not available.
- Office for AMS enables full asset management functionality and is designed for a desktop environment.
- Tablet for AMS enables full asset management functionality on mobile laptops and tablets.
- Other specialized apps have been developed including Admin, Equipment Check Out, Operational Insights, OpX, Pavement Management, Public Access, Storeroom, Style, Web Map Manager, and Workload.

**Web GIS-centric:** Cityworks fully leverages an organization’s investment in spatial data. It is designed on the premise that a Geographic Information System (GIS) is a superior platform with which to organize, store, and manage asset data including location, connectivity, detailed attributes, maintenance activities, and historical data. The following are characteristics of a Cityworks web GIS-centric solution:

- Utilizes the ArcGIS geodatabase and only the geodatabase as the authoritative asset database for all assets dispersed or condensed (without variance), requiring no interface, no syncing, and no redundancy.
- Allows for maximum flexibility in designing the asset database for virtually any asset, dispersed or condensed. Design and create it in the geodatabase and a GIS-centric software is configurable to it and not the other way around.

- Builds on the geodatabase as an “open” and interoperable database, inherently spatial, with well-known and understood data structure elements. The asset data cataloged and maintained by an organization in the geodatabase are not owned by the software vendor. The organization fully owns and controls their data.
- Relies solely on the ArcGIS feature services and database connection methods to update and access the authoritative asset data to assure data integrity, quality assurances, and constraints are maintained.
- Can access an ArcGIS web map without constraints. The applications are configurable to use the web map as is and do not require a vendor-specific web map.
- Supports single sign-on identity. An organization can choose ArcGIS Online or Portal for ArcGIS as their identity storehouse and the GIS-centric software and associated apps will support this with a single sign-on.

**System of Record:** Asset management can only be performed with an accurate asset inventory. Today, most asset management systems have incorporated the practices of asset and maintenance management into a single application.

*Cityworks is unique in that it also brings the location component of these features into the system environment. Using embedded ArcGIS software, Cityworks brings together powerful technologies in an easy-to-use platform while performing both asset and maintenance management.*

The inventory of capital assets and infrastructure is maintained in the geodatabase. By using the GIS tools available in Esri’s ArcGIS and Cityworks, users have complete and comprehensive asset data creation, editing, management, and analysis tools at their disposal. These GIS functions include:

- User-definable assets (features and related objects)
- User-definable field attributes
- Support of subtypes
- Support of X, Y, Z coordinates
- Asset inventory directly linked to work management functions
- Assets managed within a visual hierarchy
- Assets directly linked to electronic documents



- Assets used in capital budgeting, planning, and rehabilitation
- Asset functions for change-out, readings, lookup, search, split, and table editor
- Asset barcodes

**Asset Geodatabase Models:** Cityworks is asset data-model independent, Cityworks can read any geodata model created for any feature type. Consequently, Cityworks has been deployed to manage a wide variety of diverse assets, including buildings, treatment plants, electric networks, recreation equipment, marinas, airports, highways, vehicles, and much more.

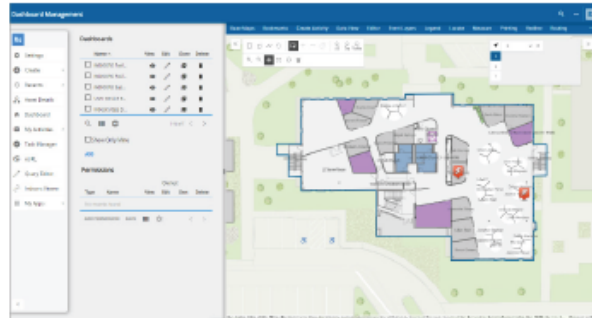
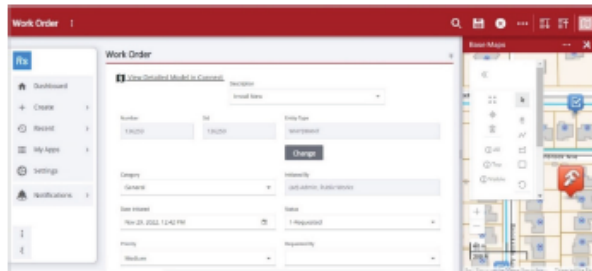


Figure 5. Geodata Model

Cityworks leverages the inherent value of a GIS-centric enterprise asset inventory by managing the assets and their associated attributes (type, condition, installation date, and so forth) and by managing the work done to care for assets. The link between assets and work orders is maintained in such a way that the history of completed work orders against a specific asset is viewable and is easily retrieved.

If an asset has not yet been identified in the geodatabase, Cityworks can manage work performed by associating it to a valid address and it can seamlessly update the history once the asset is reflected in the geodatabase.

Figure 6. Work Order



**Work Management:** You work hard to keep your infrastructure up and running, but information silos and legacy systems can get in the way. *Cityworks is designed to help organizations improve communication, streamline workflows, and track historical work data.*

Cityworks gives you a detailed framework for asset management. By incorporating GIS into the asset repository, you can easily group assets by location, type, age, or other key parameters. These groupings can then be used to create and track work activities such as preventive maintenance, tests, inspections, repairs, and more.

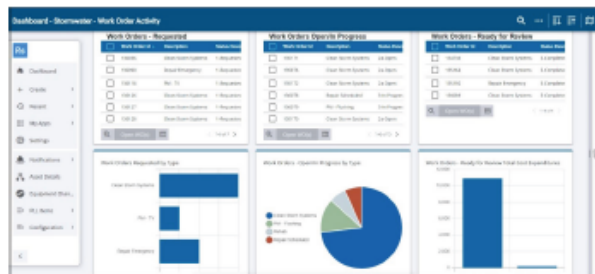
Cityworks AMS has been designed with the following functional tools:

- Dashboard
- GIS-based asset data management
- Address and selected map point service requests
- Address, selected map point, and asset-based work orders
- Address, selected map point, and asset-based inspections and tests
- Map tools
- Administration tools

**Dashboard:** The dashboard or inbox is the home page which displays a user's important information. The dashboard opens when the user first logs in to Cityworks. Its design varies depending on which application is being used. Inboxes can display individualized reports, queries, map displays, announcements, images, and other web parts.

Dashboards and inboxes provide the ability to interact with the map or access service request, work order, inspection, PLL case, and asset records.

*Figure 7. Dashboard Example*



Queries can be configured to access work assignments, charts, the map, and saved searches and reports results. The mobile apps open to the user's current assignments, by default, but can be customized via saved searches.

Dashboards and inboxes can be configured to be visible to a group of users or to individuals. In addition, an administrator can add a saved search to a domain's inbox, or a user can add a saved search to their inbox.

Below are minimum specifications to install and run the Cityworks Asset Management System:

- Windows Server 2012 or 2012 R2, IIS 8.0/8.5
- Windows Server 2016 (64-bit), IIS 10.0
- Windows Server 2019 (64-bit), IIS 10.0
- 12 GB RAM (or better)
- Current Intel Xeon®/server class processor 3.46 GHz (or better)
- The Cityworks application consumes 1 GB of disk space (500 MB on system drive), we recommend another 5-10 GB available disk space to support user-attachments and files associated with work activities in Cityworks
- .NET 4.5 Framework Windows Server features (.NET Extensibility 4.5 only if using Windows Server 2012/R2)
- .NET Framework 4.8 is required for the Cityworks application server as well as the GIS server if the Cityworks SOE is used
- Crystal Reports Runtime is required on the application server

## Task 6 | Data Collection and GIS Setup

Successful asset management requires complete and accurate information on the physical systems and processes impacting the port's operations.

This information may consist of physical data such as location and condition, historical installation and maintenance data, operating hours and other asset information including purchase/ replacement cost, supplier/ manufacturer, and warranty information. In addition to data on the equipment itself, operational process and even environmental data may be required to enable effective asset management decision making.

1898 & Co. will review the port's existing data holdings related to the assets at OD3 for both data completeness and quality. Our team will identify data gaps as well as prioritization and methodology for data collection where required. The continued success of the EAM requires robust data architecture and management practices. We will take a holistic view not only of the current data gaps, but also future requirements to ensure data quality. We will provide recommendations for ongoing data collection, management, and storage best practices.

*Figure 8. Physical Data Views*



**Data Conversion and GIS Setup |** We will convert existing digital data holdings to an ArcGIS Geodatabase format with a structure that supports the asset management goals of PCCA, aligns with the asset hierarchy defined previously, and can be utilized in the Cityworks asset management system.

To validate the information gathered and capture institutional knowledge from staff at PCCA, 1898 & Co. proposes a one-day site visit to the PCCA to review the converted data and collect missing information at OD3. 1898 & Co. staff will utilize Field Maps for ArcGIS to review asset data and collect information about assets at OD3.

Once the data for assets at OD3 is compiled, 1898 & Co. staff will publish the information into an ArcGIS Online subscription setup for the PCCA. ArcGIS Online is Esri's secure and highly scalable online GIS system used by hundreds of thousands of users every day.

ArcGIS Online web-services of the OD3 assets will provide the foundation for the asset repository used in the Cityworks asset management system.

Figure 9. Physical Data Views



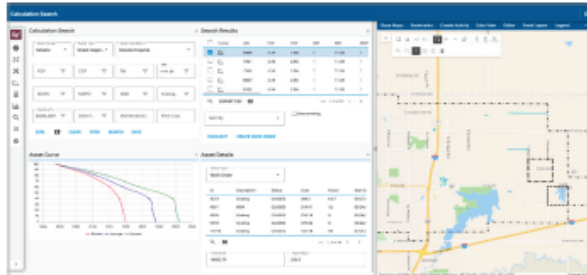
**Assumptions:**

- PCCA will provide CADD data, scanned as-builts in pdf or jpeg format, GIS files maintenance records, and any other digital data the port has associated with assets at OD 3.
- An ArcGIS Online Organization will be purchased and setup for the asset management system pilot.

## Task 7 | System Implementation and Commissioning

1898 & Co. has helped many organizations setup and begin using asset management systems. We believe that for PCCA to realize the full potential of the new system, the implementation process must be a team effort. ***Our goal is to not only setup the new software, but more importantly to build capacity within the organization to fully utilize, manage, and maintain the platform moving forward.***

Figure 10. Calculation Search View



We will bring our extensive skills with Cityworks, ArcGIS, and our knowledge of port infrastructure and associated business processes, while PCCA stakeholders can share a vision and give guidance for how the organization wants to utilize the asset management system as well as staff who will take on management and maintenance of the platform in the future.

Implementing any new system requires planning and organizational change management for the benefits of the system to be fully realized. ***We utilize an agile approach to system implementations and incorporate organizational change management, knowledge transfer, and training early and throughout the implementation lifecycle.***

To help setup the new system and meet the needs of PCCA, we will conduct a one-hour Cityworks introductory presentation and a two-hour requirement gathering workshop with core stakeholders at PCCA that will be using Cityworks to help manage and maintain assets on OD3. The workshop and training is an opportunity for PCCA to learn more about Cityworks, share their goals for the platform, and help guide the configuration of the deployment.

**Initial Cityworks Asset Management System**

**Implementation:** Following the workshop, 1898 & Co. will complete the initial configuration of the Cityworks Asset Management System including setting up employee groups, employees, system preferences, connections to the PCCA GIS environment, asset groups and asset types, along with a deployment of 5-10 of the most common asset and maintenance management workflows performed at the port.

Work activities configured in the system will be based on industry best practices and feedback from PCCA stakeholders. Workflow configuration includes service requests, work orders (both planned and unplanned work), and inspections.

**Cityworks Training:** After the initial system configuration, the 1898 & Co. team will provide a two-hour administrator level training to PCCA identified Cityworks power-users. The goal of the training is to provide staff at the PCCA the knowledge to provide feedback on the initial system configuration and begin preparing PCCA staff for managing, maintaining, and using the Cityworks platform in the future to maintain assets at the port.

**Final System Configuration Based on PCCA User Feedback:** After completing the training, 1898 & Co. staff will perform updates to the initial system configuration based on user feedback and prepare for full deployment of the pilot platform for use.

**Go-Live Support:** Following the final configuration updates of the Cityworks platform, the 1898 & Co. team will provide up-to 40 hours of support as PCCA begins using the pilot platform for tracking maintenance activities at OD3.

## Task 8 | Develop System SOP

A critical aspect of creating an Asset Management System is documenting the processes so that the system is not personality driven but sustainable in the organization for the long term. Central to the documentation is also the process to review and update those documents and processes to allow continual improvement (a critical component of ISO 55001).

However, documenting just formalizes the process and controls; it also requires training and reinforcement to drive true changes in behavior.

Holistically an AM system includes policies, plans, business processes, and linkages to the information systems that will hold the data to allow business decisions. All these together are integrated to give assurance to PCCA leadership that the actual AM activities delivering value to the organization will be delivered.

The Asset Management Manual (or SOP) defines the scope of the AM system, sets out key roles and responsibilities for asset management and sets out a framework for the management of assets.

It is a critical basis for on-boarding new employees and will form the foundation of transitioning this pilot initiative to transform the entire Port Authority. Essentially it is a one-stop reference for AM documentation and is a good place to include a team charter with RACI.

## Reporting

1898 & Co. will consolidate and provide all related documentation, memorandum, white-papers, etc., resulting from this engagement. In addition, we will provide a summary of lessons learned as well as people, process and technology recommendations as PCCA considers moving beyond pilot stage to a full, port-wide EAMS implementation.

## PROPOSED PROJECT TIMELINE

Below, we illustrate a 6-month schedule for your Enterprise Asset Management Services. We will coordinate project roles and responsibilities to take full advantage of our distinct skill sets and experience to achieve a successful collaboration. This framework will allow for efficiency and optimal outcomes. We will continually communicate with PCCA stakeholders during all phases of the project to successfully deliver within budget and on time. The schedule below can be discussed and adjusted as needed during project kickoff with PCCA.

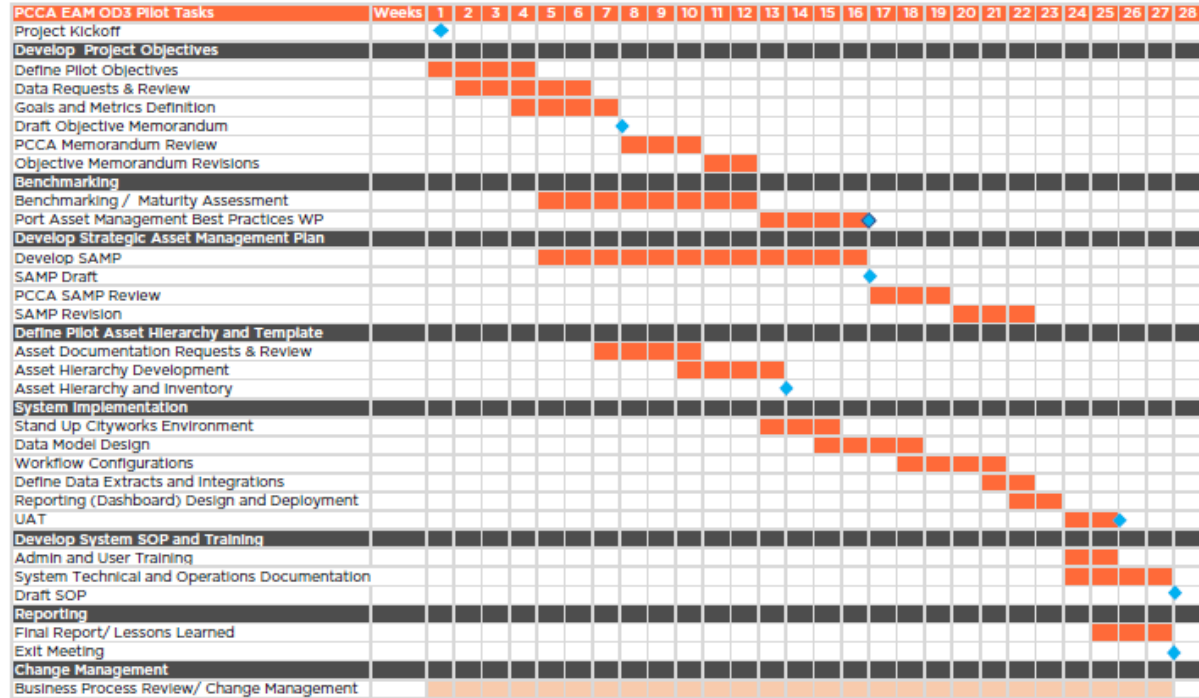


Figure 11. Estimated Schedule for Enterprise Asset Management Services

## EXHIBIT B

### FEE SCHEDULE

The Consultant will perform the Services described in Exhibit A in accordance with the terms and conditions of this Contract on a fixed rate or an hourly fee basis; provided, however, that the total fees paid to Consultant for the Services (including reimbursable travel expense and other direct costs) will not exceed \$674,599.00, without Authority's written approval. Services provided by Consultant will be billed as specified in this Exhibit B. These fees will cover all of Consultant's overhead costs, including but not limited to, office rent, long distance telephone charges, postage, payroll and copying charges.

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

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

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

|                                 |                  |
|---------------------------------|------------------|
| Develop project objectives      | \$ 94,372        |
| Benchmarking                    | 97,160           |
| Strategic Asset Management Plan | 165,224          |
| Asset Hierarchy                 | 60,944           |
| EAM System Implementation       | 137,896          |
| Standard Operating Procedures   | 63,732           |
| Final Report, Exit Review       | 29,784           |
| Travel and Expenses             | 25,487           |
| <b>Total Fees</b>               | <b>\$674,599</b> |

# Fee Schedule

Below is the proposed Fee Proposal for the Port of Corpus Christi Authority EAM Pilot.

| Task                               | Milestone  | Total Fee        | Notes   |
|------------------------------------|--|------------------|---|
| 1- Develop Project Objectives      | Draft memorandum of PCCS Asset Management objectives, project goals and KPIs | \$94,372         | Upon acceptance of draft, PCCA will have the opportunity to review and request 1 set of revisions to the memorandum |
| 2- Benchmarking                    | North America ports Asset Management maturity and best practices white paper | \$97,160         |   |
| 3- Strategic Asset Management Plan | PCCA Strategic Asset Management plan draft                                   | \$165,224        | Upon acceptance of draft, PCCA will have the opportunity to review and request 1 set of revisions to the SAMP       |
| 4- Asset Hierarchy                 | PCCA asset hierarchy template and OD3 asset inventory                        | \$60,944         |   |
| 5- EAMS System Implementation      | UAT of CityWorks EAMS  | \$137,896        |   |
| 6- Standard Operating Procedures   | Draft Technical and Operations Manual  | \$63,732         | Upon acceptance of draft, PCCA will have the opportunity to review and request 1 set of revisions to the manual     |
| 7- Final Report, Exit Review       | Project report, lessons learned and exit meeting                             | \$29,784         |   |
| <b>Fees 1898 &amp; Co.</b>         |  | <b>\$649,112</b> | <b>Professional Services</b>  |
| <b>Travel &amp; Expenses</b>       |  | <b>\$25,487</b>  | <b>Project Meetings, Interviews, Integration, Training, etc.</b>  |
| <b>Total 1898 &amp; Co.</b>        |  | <b>\$674,599</b> |   |

## EXHIBIT C

### INSURANCE

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

|    | <u>TYPE OF INSURANCE</u>     | <u>MINIMUM LIMITS</u>  |
|----|------------------------------|--|
| A. | Workers' Compensation        | Statutory  |
| B. | Employer's Liability         | \$1,000,000 each accident<br>\$1,000,000 disease – each employee<br>\$1,000,000 disease – policy limit |
| C. | Commercial General Liability | \$1,000,000 per Occurrence<br>\$2,000,000 Aggregate  |

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

|    |                               |  |
|----|-------------------------------|--|
| D. | Business Automobile Liability | \$500,000 each accident, combined single limit |
|----|-------------------------------|--|

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

|    |                        |                       |
|----|------------------------|-----------------------|
| E. | Professional Liability | \$1,000,000 Aggregate |
|----|------------------------|-----------------------|

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

Each policy, except Professional Liability, must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, its Port Commissioners, officers and employees ("Authority Parties"). Additionally, the Authority Parties shall be designated as an Additional Insured either by a blanket additional insured or a specific endorsement on all policies, except for Worker's Compensation, Employer's Liability, and Professional Liability.

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

Without limiting any of the other obligations or liabilities of Consultant, Consultant shall require each Subcontractor performing work under the Contract, at Subcontractor's own expense, to maintain during the term of the Contract, the same stipulated minimum insurance as shown herein. As an alternative, Consultant may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Consultant's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Consultant agrees to provide workers' compensation for Subcontractors and their employees. Consultant shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Consultant must retain the certificates of insurance for the duration of the Contract plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. PCCA shall be entitled, upon request and without expense, to receive copies of these certificates

The minimum insurance required may be increased periodically upon request by Authority to commercially reasonable limits. The company writing each of the Policies must possess a current rating with A.M. Best Company of at least "A-, VII". Consultant's liability shall not be limited to the specified amounts of insurance required herein.

## **EXHIBIT D**

### **GRANT REQUIREMENTS**

#### **UNITED STATES DEPARTMENT OF TRANSPORTATION MARITIME ADMINISTRATION (MARAD) GRANT REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS**

By submitting a proposal in response to this solicitation, the Interested Firm agrees to the following provisions:

Under Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and 28 CFR Section 50.3, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. By submitting a proposal in response to this solicitation, the Interested Firm certifies that it complies with this requirement and/or will immediately take any measures to comply with this requirement.”

The Port of Corpus Christi Authority (PCCA), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

The Interested Firm must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.”

In accordance with 2 CFR §200.322, the Interested Firm shall, as appropriate and to the greatest extent practicable, purchase, acquire, and/or use goods, products, and materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts.

All Interested Firms should review, sign, and return the following grant-required certifications with the proposal:

- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions
- Delinquent Tax Liability or Felony Conviction Under Any Federal Law
- Trafficking in Persons
- Policy to Ban Text Messaging While Driving

If awarded, the following contract provisions will apply:

For all contracts in excess of \$100,000, the Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Any subcontract(s) in excess of \$100,000 must also contain this clause.

For all contracts in excess of \$100,000, the Consultant must certify that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant will complete and submit the latest version of SF-LLL: Disclosure of Lobbying Activities in accordance with its instructions. The Consultant will require the language of this certification be included in any subcontract(s) and that all subcontractor(s) will certify and disclose accordingly.

For all contracts in excess of \$10,000, the Consultant must include language in any subcontract that addresses administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate. The Consultant must include language in any subcontract that addresses termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.

The Consultant agrees that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance, in accordance with Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and 28 CFR Section 50.3.

If awarded, by entering into a contract, funded in whole or in part with Federal funds from the United States Department of Transportation's Maritime Administration (MARAD), the Contractor assures and certifies, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Contract. Performance shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Contractor and any applicable sub-Contractors. The applicable provisions to this Contract include, but are not limited to, the following:

### **General Federal Legislation**

- a. Davis-Bacon Act - 40 U.S.C. §§ 3141, et seq.
- b. Federal Fair Labor Standards Act - 29 U.S.C. §§ 201, et seq.
- c. Hatch Act - 5 U.S.C. §§ 1501, et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. §§ 4601, et seq.
- e. National Historic Preservation Act of 1966 - 54 U.S.C. § 306108
- f. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. §§ 312501, et seq.
- g. Native American Graves Protection and Repatriation Act - 25 U.S.C. §§ 3001, et seq.
- h. Clean Air Act – 42 U.S.C. §§ 7401, et seq.
- i. Clean Water Act - 33 U.S.C. §§ 1251, et seq.
- j. Endangered Species Act – 16 U.S.C. §§ 1531 et seq.
- k. Coastal Zone Management Act – 16 U.S.C. §§ 1451 et seq.
- l. Flood Disaster Protection Act of 1973 – 42 U.S.C. §§ 4001 et seq.
- m. Age Discrimination Act of 1975 - 42 U.S.C. §§ 6101, et seq.
- n. American Indian Religious Freedom Act, 42 U.S.C. 1996
- o. Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101, et seq.
- p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended - 42 U.S.C. §§ 4541, et seq.
- q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
- r. Architectural Barriers Act of 1968 - 42 U.S.C. § 4151, et seq.
- s. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 - 42 U.S.C. § 8373
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.
- u. Copeland Anti-kickback Act, as amended - 18 U.S.C. § 874 and 40 U.S.C. § 3145
- v. National Environmental Policy Act of 1969 - 42 U.S.C. §§ 4321, et seq.
- w. Wild and Scenic Rivers Act – 16 U.S.C. §§ 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. §§ 7501, et seq.
- y. Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101, et seq.
- z. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. § 1681 through § 1683, and § 1685 through § 1687
- aa. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
- bb. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. §§ 2000d *et seq.*
- cc. Title IX of the Federal Property and Administrative Services Act of 1949 - 40 U.S.C. §§ 1101 - 1104 541, et seq.
- dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352

- ee. Freedom of Information Act - 5 U.S.C. § 552, as amended
- ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. § 1801 et seq.
- gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. §§ 4201 et seq.
- hh. Noise Control Act of 1972 – 42 U.S.C. §§ 4901, et seq.
- ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. §§ 661 et seq.
- jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 - 33 U.S.C. §§ 401 and 525
- kk. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303 and 23 U.S.C. § 138
- ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) – 42 U.S.C. §§ 9601 et seq.
- mm. Safe Drinking Water Act -- 42 U.S.C. §§ 300f et seq.
- nn. The Wilderness Act -- 16 U.S.C. §§ 1131 et seq.
- oo. Migratory Bird Treaty Act 16 U.S.C. §§ 703 et seq.
- pp. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- qq. Cargo Preference Act of 1954 – 46 U.S.C. § 55305
- rr. Buy American Act – 41 U.S.C. § 8301–8305

### **Executive Orders**

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
- h. Executive Order 13788 – Buy American and Hire American

### **General Federal Regulations**

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24

- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT’s implementation of DOJ’s ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. Contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT’s implementing ADA regulations for transit services and transit vehicles, including the DOT’s standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement)
- s. Preference for Privately Owned Commercial U.S. Flag Vessels – 46 C.F.R. Part 381

## **General Assurances**

- a. The Contractor (hereinafter includes consultants and subcontractors) will comply with the Acts and the Regulations relative to Non-discrimination in Federally- assisted programs of the U.S. Department of Transportation, Maritime Administration (MARAD), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
- b. The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
- c. In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- d. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or MARAD to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or MARAD, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. In the event of a Contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or MARAD may determine to be appropriate, including, but not limited to:
  - i. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - ii. cancelling, terminating, or suspending a contract, in whole or in part.
- f. The Contractor will include the provisions of paragraphs one through six in every subcontract,

including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or MARAD may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**Pertinent Non-Discrimination Authorities:**

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects)
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex)
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27
- e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age)
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex)
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not)
- h. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38
- i. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*)

## **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Participants:**

### Instructions for Certification:

- 1) The prospective lower tier participant is providing the certification set out below.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- 4) The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- 5) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- 7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the

certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification:

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



\_\_\_\_\_  
Signature

07/31/2023

\_\_\_\_\_  
Date

Burns & McDonnell Engineering, Inc

\_\_\_\_\_  
Name of Interested Firm

Vice President

\_\_\_\_\_  
Title

## **Certification Regarding Delinquent Tax Liability or a Felony Conviction Under Any Federal Law**

As required by sections 744 and 745 of Title VII, Division D of the Consolidated Appropriations Act, 2019 (Pub. L. 116-66), and implemented through United States Department of Transportation (USDOT) Order 4200.6, the Port of Corpus Christi Authority (Port Authority) shall not enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
2. Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

### Definitions:

“Covered Transaction” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“Felony Conviction” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“Participant” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“Tax Delinquency” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification:

The Participant certifies, by submission of this proposal, that it:

1. Is registered in the System for Award Management (the “SAM”) at <http://www.sam.gov/>; with the unique entity identifier SS8JL7WNHPX9;
2. Does not have a Tax Delinquency and/or a Felony Conviction;
3. Will ensure that any subcontractor(s) is registered in the “SAM”;
4. Will provide the subcontractor(s)’ unique entity identifier to the Port Authority in writing;
5. Will ensure that any subcontractor(s) does not have a Tax Delinquency and/or a Felony Conviction;
6. Will not enter or continue a Covered Transaction with any subcontractor(s) that is not registered in the “SAM” and/or has a Tax Delinquency and/or a Felony Conviction unless the Port Authority has received a USDOT determination in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government; and
7. Will notify the Port Authority in writing if a subcontractor(s) is not registered in the “SAM” and/or has a Tax Delinquency and/or a Felony Conviction

Where the Participant is unable to certify to any of the statements in this certification, an explanation will be attached to this proposal.



Signature

07/31/2023

Date

Burns & McDonnell Engineering Company, Inc

Name of Interested Firm

Vice President

Title

## Certification Regarding Trafficking in Persons

### Definitions:

“Employee” means either an individual employed by you or a subcontractor(s) who is engaged in the performance of the project under this award; or another person engaged in the performance of the project under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

“Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, though the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

### Certification:

In accordance with 2 CFR Part 175, the Interested Party, its employees, subcontractor(s), and subcontractor(s)’s employees, if awarded, may not:

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect;
3. Use forced labor in the performance of this award.



\_\_\_\_\_  
Signature

07/31/2023

\_\_\_\_\_  
Date

Burns & McDonnell Engineering Company, Inc  
Name of Interested Firm

Vice President  
Title

## **Policy to Ban Text Messaging While Driving**

### Definitions:

The following definitions are intended to be consistent with the definitions in United States Department of Transportation (DOT) Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

“Motor Vehicles” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

“Driving” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

“Text messaging” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

“Government” includes the United States Government and State, local, and tribal governments at all levels.

### Certification:

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Interested Firm and subcontractor(s) are encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
  - a. Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
  - b. Privately-owned vehicles when on official Government business or when performing any work for or behalf of the Government; and,
  
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—
  - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

To the extent permitted by law, the Interested Firm shall insert the substance of this certification in all subcontracts under this award.



\_\_\_\_\_  
Signature

07/31/2023

\_\_\_\_\_  
Date

Burns & McDonnell Engineering Company, Inc

Name of Interested Firm

Vice President

Title

# Pilot Enterprise Asset Management (EAM) System for Avery Point Oil Dock 3

*Project No. 18-044C*

Port Commission  
August 15, 2023

Presented by  **PORTCORPUSCHRISTI®**

# Background

## FISCAL YEAR 2019 PORT INFRASTRUCTURE DEVELOPMENT PROGRAM (PIDP) GRANTS

MARAD FY 2019 PIDP Grant No. 693JF72040031



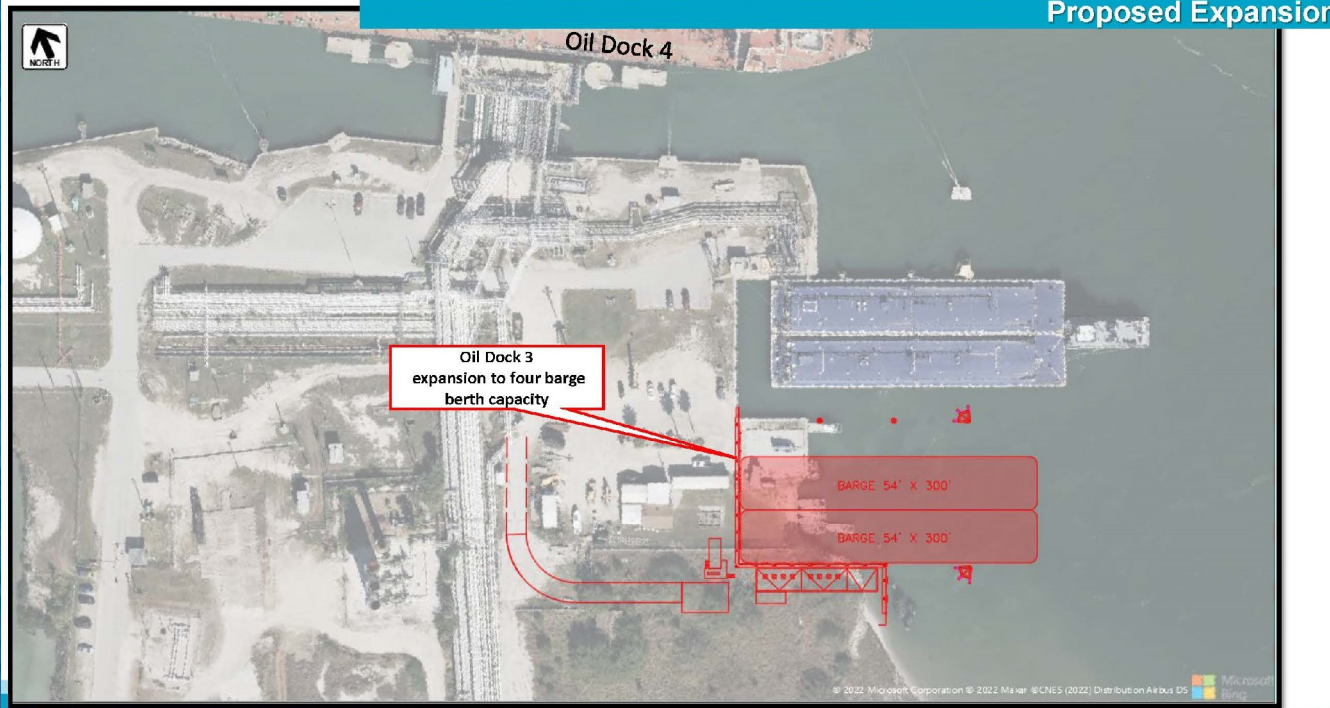
### Port of Corpus Christi Awarded \$17M Federal Grant for First Phase of Avery Point Terminal Redevelopment

Feb 13, 2020

**Corpus Christi, TX, USA** – The Port of Corpus Christi has received a federal grant of more than \$17 million from the U.S. Department of Transportation – Maritime Administration to expand Oil Dock 3 as the first of four phases in the redevelopment of the Avery Point Terminal (Avery Point).

# Pilot EAM Program at Oil Dock 3

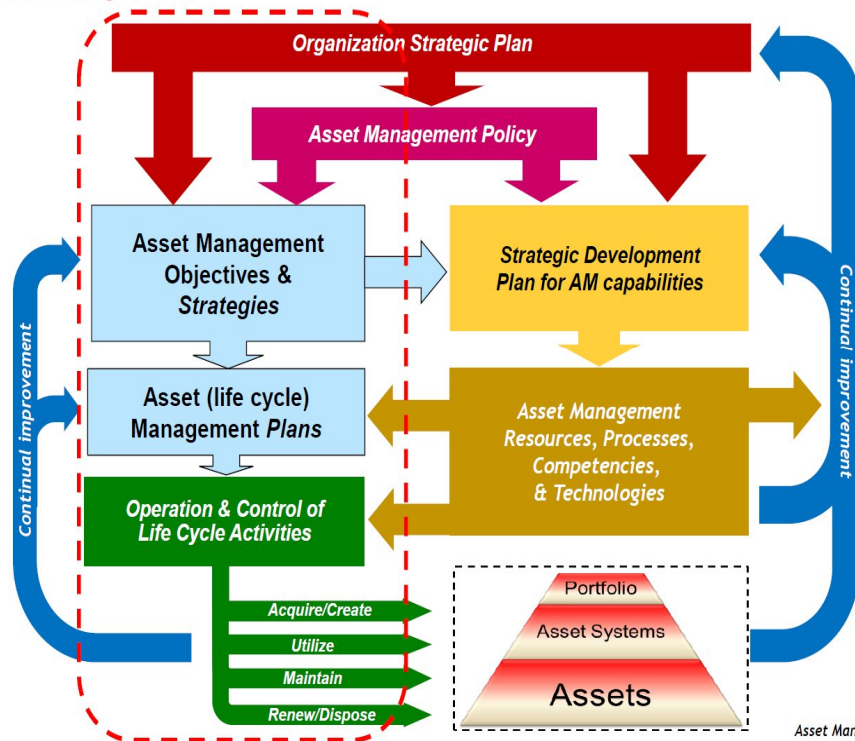
Oil Dock 3 Expansion Avery Public Oil Dock Redevelopment - Phase I  
Proposed Expansion



*Will be specific to OD3's assets and scalable throughout all PCCA facilities over time*

# Enterprise Asset Management

## Asset management system



Asset Management - an anatomy, IAM

- Improved financial performance
- Informed asset investment decisions
- Improved efficiency and effectiveness
- Managed risk
- Demonstrated social responsibility and compliance

# Fiscal Impact



|                                       | Federal          | Local            | Total            |
|---------------------------------------|------------------|------------------|------------------|
|                                       | 80%              | 20%              | 100%             |
| MARAD PIDP Grant Award                | \$680,000        | \$170,000        | \$850,000        |
| <b>Burns &amp; McDonnell Contract</b> | <b>\$539,679</b> | <b>\$134,920</b> | <b>\$674,599</b> |
| <i>Remaining Budget*</i>              | <i>\$140,321</i> | <i>\$35,080</i>  | <i>\$175,401</i> |

*\*Remaining budget will be used for software licensing*

*Delivery of grant funds are on a reimbursement basis*

# Thank You



PORTCORPUSCHRISTI®



**DATE:** August 15, 2023  
**TO:** Port Commission  
**FROM:** Tony MacDonald  
[tmacdonald@pocca.com](mailto:tmacdonald@pocca.com)  
(361) 885-6156

**Approve a professional services contract with CLK Architects & Associates in an amount not to exceed \$821,130 for architectural and engineering services associated with the new maintenance facility and site improvements project**

**SUMMARY:** Staff recommends the Port Commission approve a professional services contract with CLK Architects & Associates in an amount not to exceed \$821,130 for architectural and engineering services associated with the new maintenance facility and site improvements project.

**BACKGROUND:** In May 2022, the Port Commission approved use of the design-build procurement method for the relocation of the Port maintenance operation to 2301 N. Port Avenue. In November, three shortlisted firms provided proposals for the design and construction of the new facility; however, all were over the available budget. In March 2023, the Port Commission rejected all proposals and staff solicited a Request for Qualifications for architectural/engineering services to design the new maintenance facility.

On June 1, 2023, PCCA received statements of qualifications from eight firms. The selection committee reviewed all eight submittals and selected CLK Architects & Associates (CLK) as the most qualified firm for this project. Staff negotiated the scope and fee for CLK's professional services contract, including design, bid and construction services.

The scope of work includes preliminary design to provide updated site layouts, recommendations and estimated construction costs, final design and development of construction drawings and specifications for the selected site, bid support services and construction phase services. Additional services include topographical survey, geotechnical investigations, commissioning, permitting, and other services.

A summary of design costs is as follows:  
Design (preliminary and final) - \$ 495,310  
Bid support - \$ 23,760  
Construction phase services - \$ 182,960  
Additional services - \$119,100

**ALTERNATIVES:** None.

**CONFORMITY TO PORT POLICY:** This process conforms to the PCCA's Strategic Goal #6: Cultivate the Workforce + Tools of the Future, procurement policy and the Texas Water Code.

**EMERGENCY:** No

**FINANCIAL IMPACT:** This project is included in the 2023 budget.

**STAFF RECOMMENDATION:** Staff recommends the Port Commission approve a professional service contract with CLK Architects & Associates in an amount not to exceed \$821,130 for architectural and engineering services associated with the new maintenance facility and site improvements project.

**DEPARTMENTAL CLEARANCES:**

|  |                                 |
|--|---------------------------------|
| Originating Department                 | Operations                      |
| Reviewed & Approved<br>Executive Staff | Kent Britton<br>Clark Robertson |
| Procurement                            | Eduardo Belmarez                |
| Legal                                  | Dane Bruun                      |

**LIST OF SUPPORTING DOCUMENTS:**

Professional Services Contract

## PROFESSIONAL SERVICES CONTRACT

**PROJECT NAME: PCCA Engineering/Architectural Services for New Maintenance Facility and Site Improvements**  
**PROJECT NUMBER: 22-030A**

**THIS CONTRACT** (the “Contract”) is made and entered into effective as of the 15<sup>th</sup> day of August, 2023 (“Effective Date”) by and between the Port of Corpus Christi Authority of Nueces County, Texas (“Authority”), and CLK Architects & Associates (“Architect/Engineer”), each a “Party” and collectively as “Parties”.

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

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

**2. PERIOD OF SERVICE:** The Architect/Engineer shall complete the Services on or before December 31, 2024 (the “Deadline”), unless the Authority agrees to extend the Deadline for good reason; provided, however, that the Authority may terminate this Contract at any time in accordance with Section 14. Time is of the essence in performance of this Contract. There will be no obligation established between Authority and the Architect/Engineer for performance of the Services until Authority provides the Architect/Engineer with a written notice to proceed which shall be issued upon execution of this Contract and receipt by the Authority of appropriate Certificates of Insurance and other documentation as may be required herein. The term of this Contract (“Term”) shall begin on the Effective Date and shall end on the first to occur of the following: (1) the Deadline, as the same may have been extended by the Authority, (2) the date on which, in the opinion of Authority, all of the Services have been rendered, (3) the date on which this Contract is terminated by the Authority pursuant to Section 14, or (4) the date on which this Contract is terminated by the Architect/Engineer pursuant to Section 14.

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

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

Marisa Alaniz  
Port of Corpus Christi Authority  
400 Harbor Drive  
Corpus Christi, Texas 78401  
(361) 885-6125  
E-mail: [malaniz@pocca.com](mailto:malaniz@pocca.com)

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

**4. NOTICES:** Notices, demands, requests or other formal communication related to the Contract shall be deemed to have been given when received, whether delivered personally or mailed. 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 Britton  
Interim Chief Executive Officer  
Port of Corpus Christi Authority  
400 Harbor Drive  
Corpus Christi, Texas 78401  
E-mail: [kbritton@pocca.com](mailto:kbritton@pocca.com)

If to the Architect/Engineer:  
A. Javier Huerta, AIA  
Vice President  
CLK Architects & Associates  
(361) 884-3295  
E-mail: [jhuerta@clkarch.com](mailto:jhuerta@clkarch.com)

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

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

5.1 Changes to Contract Requested by Architect/Engineer. Should an event or condition occur after notice to proceed that, in the opinion of the Architect/Engineer, will result in a change in scope, schedule and/or budget, the Architect/Engineer will provide timely written notice to the Authority stating: the nature of the event or condition; detailing the impact on scope, schedule and/or, budget; and providing the Architect/Engineer's recommendation or request for

modification of the Contract. Such notice will be provided upon recognition of the event or condition and prior to the completion of the services stated in the Contract. The Authority will not consider a request for an increase in the compensation that is submitted after completion of the services stated in the Contract if the Authority determines, in its sole discretion, that the event or condition cited as the cause for the increase in the compensation was, or could reasonably have been, known in time to submit a change request prior to completion of the services stated in the Contract. The Authority will review the Architect/Engineer's recommendation or request and provide a written response agreeing with the requested recommendation or request or not accepting said recommendation or request. Any changes or modification to the scope, schedule and/or budget will be detailed in a written modification to the Contract (Exhibit D - "Scope Change Request Form"). No changes to the Services shall be made by Architect/Engineer except with the Authority's prior written agreement.

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

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

6.2 Architect/Engineering-based documents submitted under this Contract shall include the Architect/Engineer's identification and release note on documents submitted for interim review and the Architect/Engineer's seal on final documents. This includes bound or unbound architectural/engineering-based reports, studies, master plans, design basis, criteria, and calculations, quantity estimates, cost opinions, drawings, technical specifications, addendums, change orders, and any other architectural/engineering-based document on which the Authority will rely on for significant decisions, planning, and/or construction;

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

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

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

6.6 In performing the Services, the Architect/Engineer will not use any third party's confidential or propriety information, or infringe the rights of another party, nor will the

Architect/Engineer disclose to the Authority, or bring onto the Authority's premises, or induce the Authority to use any third party's confidential or proprietary information;

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

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

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

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

6.11 Architect/Engineer will in no way be considered an agent, partner, joint venturer, or employee of Authority at any time during the Term. Architect/Engineer 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;

6.12 As of the Effective Date and at all times while providing Services hereunder, the Architect/Engineer shall possess and maintain in good standing any and all licenses or other authorizations and approvals necessary to perform the Services;

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

6.14 Architect/Engineer will perform services in accordance with the current versions of Authority standard specifications and templates.

**7. COMPENSATION:** The compensation to be paid Architect/Engineer for providing the Services shall be the compensation described in Exhibit B attached hereto, which is incorporated herein by reference; provided, however, the total amount paid to Architect/Engineer for the Services (including reasonable travel expense and other expenses) shall not exceed **Eight Hundred Twenty-One Thousand One Hundred Thirty and 00/100 Dollars (\$821,130.00)**. Architect/Engineer will obtain the approval of Authority's Project Representative relative to incurring travel and other expenses before incurring such expenses.

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

Architect/Engineer will provide written notice to Authority when the sum of previous payments and its current invoice meets or exceeds 70% of the approved compensation under the Contract. Architect/Engineer will include a statement that the remaining budget is sufficient to complete the services or provide an estimate of cost to complete including an explanation of the need for additional funding and a request for a modification to the Contract (Exhibit D – "Scope Change Form").

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

**10. INDEMNIFICATION AND RELEASE.** Architect/Engineer hereby releases and discharges Authority and its agents, servants, representatives, employees, officers, directors, and Port Commissioners (collectively, the “Authority Parties”) from liability for and assumes the risk of loss or damage to the property of Architect/Engineer and the injury or death of any person employed by Architect/Engineer. To the fullest extent allowed by law, Architect/Engineer shall defend, indemnify and hold harmless the Authority Parties from and against all damages, losses, costs and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable and attorneys’ fees and the cost of defense), in connection with any action, proceeding, demand or claim but only to the extent caused by the negligent acts, errors, or omissions of the Architect/Engineer, its employees, agents, or subconsultants, or others for whom the Architect/Engineer is legally liable, in the performance of the Services under this Contract. **The Architect/Engineer is not obligated under this paragraph to indemnify the Authority Parties for the negligent acts of the Authority Parties.**

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

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

**12. DISCLOSURE OF INTERESTED PARTIES:** Architect/Engineer will comply with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas Ethics Commission Rules by preparing a Texas Form 1295, “Certificate of Interested Parties” and submitting the signed form to Authority at the time Architect/Engineer submits the signed contract to Authority. This provision will only apply to contracts approved by the Port of Corpus Christi Authority Port Commission.

**13. ASSIGNMENT:** Neither Authority nor Architect/Engineer will assign or transfer its interest in this Contract without the written consent of the other.

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

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

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

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

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

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

**17. STAFFING:** Architect/Engineer will designate in writing to Authority its project representative, and the manner in which it will provide staff support for the project, which must be approved by Authority. Architect/Engineer must notify Authority's Project Representative of any change in personnel assigned to perform work under this Contract, and the Authority's Project Representative has the right to reject the person or persons assigned to fill the position or positions. The Authority's Project Representative shall also have the right to require the removal of the

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

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

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

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

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

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

**23. OPEN RECORDS:** The Authority is a governmental body subject to the requirements of the Texas Public Information Act (Texas Government Code, chapter 552), and as such the Authority is required to disclose to the public (upon request) this Contract and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, the Architect/Engineer agrees that the disclosure of this Contract or any other information or materials related to the consummation of the transactions contemplated hereby to the public by the 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 Architect/Engineer.

**24. NO ORGANIZATIONAL CONFLICT OF INTEREST:** Architect/Engineer hereby certifies that it has no actual or potential Organizational Conflict of Interest. “Organizational Conflict of Interest” means that because of other activities or relationships with other persons or entities, the Architect/Engineer is unable or potentially unable to render impartial assistance or advice to Authority or the Architect/Engineer’s objectivity in performing the services under this Contract is or might otherwise be impaired. An “Organizational Conflict of Interest” also exists if an owner, director, manager, trustee, or employee of the Architect/Engineer publicly opposes, works against, or takes a position adverse to the project, permit, or objectives for which the Architect/Engineer is engaged hereunder. Architect/Engineer agrees to immediately notify Authority of any actual or potential Organizational Conflict of Interest that develops or occurs during the term of this Contract. Architect/Engineer agrees that Authority may terminate this Contract immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Contract.

**25. SECTION 2271.002, TEXAS GOVERNMENT CODE:** To the extent required by Section 2271.002 of the Texas Government Code, Architect/Engineer represents that Architect/Engineer does not boycott Israel and will not boycott Israel through the term of this Contract. For purposes of this representation, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**26. DEFAMATION:** The Parties covenant and agree that in no event, and at no time during the Term or at any time thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other’s businesses, services, properties or assets, or employees, personnel, agents, or representatives.

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

**28. ENTIRETY OF CONTRACT:** This writing embodies the entire Contract and understanding between the Parties hereto, and there are no other contracts or understandings, oral

or written, between them with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing and signed by both Parties hereto.

*[Signature page follows this page]*

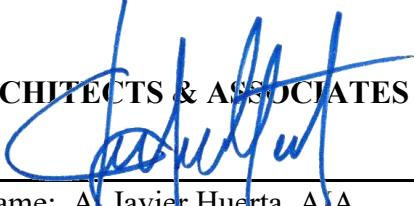
IN WITNESS WHEREOF, this Contract is made effective as of the Effective Date.

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

By: \_\_\_\_\_  
Name: Kent Britton  
Title: Interim Chief Executive Officer  
Date: \_\_\_\_\_

“Authority”

**CLK ARCHITECTS & ASSOCIATES**

By:  \_\_\_\_\_  
Name: A. Javier Huerta, AIA  
Title: Vice President  
Date: 08/10/2023

“Architect/Engineer”

**EXHIBIT A**  
**SCOPE OF SERVICES**

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The following is included in the contract:

**PART 1 - BASIC SERVICES**

**A1.01 Preliminary Design Phase**

Architect/Engineer shall review the POR and previous RFQ submittal with Authority which includes the requirements for the New Maintenance Facility and the property where facility will be located. A preliminary plan and additional deliverables will be provided for the 2301 N Port Ave site as described below. The site includes two warehouses and a portion of existing paving on approximately 7 acres of land.

A. Architect/Engineer shall:

1. Attend a Project kick-off meeting to review the general scope of work, objectives, and key elements of the Project, including anticipated budget and schedule.
2. If Authority has already identified one or more potential solutions to meet its Specific Project requirements, Architect/Engineer will proceed with the study and evaluation of 2301 N Port Ave, to be assessed for the new maintenance facility location. 2301 N Port Ave is a Port property with two existing warehouses in poor condition and some paving. It is expected that the existing buildings will not be reused as buildings to meet the maintenance facility needs and could either remain on the site as storage buildings or be demolished.
3. Architect/Engineer will identify up to two potential solutions (facility layouts) and then proceed with the study and evaluation of these potential solutions.
4. Visit the Site to review existing conditions and facilities, and to take photos of existing conditions, unless such visits are not necessary or applicable to meeting the objectives of the Preliminary Design Phase.
5. Advise Authority of any need for Authority to obtain, furnish, or otherwise make available to Architect/Engineer additional Specific Project-related data and information, for Architect/Engineer's use in the study and evaluation of potential solution(s) to Authority's Specific Project requirements, and preparation of a related report.
6. After consultation with Authority, recommend to Authority the solution(s) which in Architect/Engineer's judgment meet Authority's requirements for the Specific Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Architect/Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.
8. Review available survey, geotechnical, environmental, permits, historical record drawings, and other data. Advise Authority if additional investigations, studies, tests, professional services, reports, data, information, or other services are necessary to support final design. Assist Authority, by obtaining such reports, data, information, or services and provide a copy of the sealed reports to Authority. Include the scope as appropriate for:
  - a) geotechnical investigations
  - b) topographical surveys
  - c) utility mapping
9. When mutually agreed, assist Authority 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 Authority's facilities.
10. If requested to do so by Authority, assist Authority in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Authority's instructions plan for the inclusion of sustainable features in the design.
11. Prepare Preliminary Design Phase documents consisting of the design criteria, basis of design, applicable preliminary design calculations, preliminary drawings and layouts of existing and proposed elements, photographs, recommendations with evaluations of potential alternatives and options, and written descriptions of the Specific Project. The key elements and issues should be stated, including the basis and objective(s) of the Project. The preliminary drawings may be in the form of exhibits in a Report but should convey an approximate 30% design level representation of the existing and proposed features and will be the basis for the future detailed design.
12. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Authority during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Authority's instructions.
13. Preliminary scoping meeting regarding building permits with City of Corpus Christi, including Development Services and other departments as necessary.

14. Prepare a single PDF electronic file of the bound Report (the “*Report*”) as requested by Authority for interim review. The bound Report will, as appropriate, contain a brief 1-3 page Executive Summary, a Table of Contents, conceptual design basis and design criteria, summary of applicable calculations, schematic layouts, preliminary drawings, sketches, photographs (with photo key map), survey, geotechnical report, with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Architect's/Engineer’s recommended solution(s) and alternative(s) when applicable. For each recommended solution or alternative option, Architect/Engineer will provide a separately itemized Opinion of Probable Construction Cost (OPCC), and opinion of other significant probable costs related to construction of the project that need to be considered for budgeting, such as anticipated right of way acquisition, third party provider charges for electrical service items such as transformers, costs of third party utility relocations, permitting, etc., with a tabulation of other items and services required to complete the project. The OPCC should generally follow the guidance of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice (RP) 17R-97 with an estimated contingency percentage appropriate to the preliminary or 30% design Class [3] OPCC.
  15. In accordance with the time allotted in the Contract schedule, furnish the interim review copy of the bookmarked PDF Preliminary Design Report along with all other Preliminary Phase deliverables to Authority, and review it with Authority. Authority shall submit to Architect/Engineer any comments regarding the furnished items within the time established in the Contract schedule.
  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 Authority’s comments, as appropriate, and furnish one bound hard copy of signed and sealed Preliminary Design Report with topographic survey, geotechnical report and other applicable reports, and submit all electronic files including one bookmarked PDF electronic file of the signed and sealed Preliminary Design Report, AutoCAD files (layouts and surveys), sealed geotechnical and topographic reports (PDF), and any other Preliminary Design Phase deliverables to the Authority. Architect/Engineer shall provide written responses to Authority comments from the interim submittal and shall confirm in writing that Authority’s comments have been addressed or resolved in the sealed Preliminary Design Report.
- B. Architect/Engineer shall conduct an internal quality control review of all Preliminary Design Phase deliverables for reasonable accuracy, completeness, clarity, and constructability prior to submitting to Authority for review. Submittals deemed not suitable for distribution due to lack of information, lack of clarity, or significant errors or conflicts will be returned for a revised submittal at no added cost to Authority 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 Authority Design Submittal Package Transmittal Form to document the deliverables contained in the submittal.
  2. Preliminary Design Report (interim review and final sealed versions) as described above with exhibits and preliminary drawings as needed to identify key issues and significant existing and proposed elements and options with related costs and recommendations for Authority consideration prior to proceeding with a detailed final design.
  3. Reference documents such as Geotechnical Report, related reports, historical record drawings, utility records, USACE Permits, etc. *[as applicable]*
  4. Responses to interim review comments with the final sealed Preliminary Report.
- D. Architect/Engineer's services under the Preliminary Design Phase will be considered complete on the date when Architect/Engineer has delivered to Authority the revised signed and sealed Preliminary Design Report and all other Preliminary Design Phase deliverables with written confirmation that Authority's comments from the interim review have been addressed or resolved within the Report.

### **A1.02 Final Design Phase**

Based on the preliminary design deliverables, the Authority will choose a layout to develop as the New Maintenance Facility during the final design phase. Final design phase shall include the following:

- A. Architect/Engineer shall:
1. Prepare applicable final design calculations, Drawings, and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by the Construction Contractor.
  2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
  3. Provide technical criteria, written descriptions, and design data for Authority's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Authority in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
  4. Advise Authority 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 Authority in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
6. Construction Drawings are to be prepared using a contemporary (less than 5 years old) version of AutoCAD. CAD files are to include all constituent components. All data shortcuts such as 'DREF' data links generated in Civil 3D shall be validated. All used point groups, surfaces, corridor models, alignments, assemblies, etc. shall be validated and rebuilt to ensure no errors exist prior to submittal to the Authority. External references shall be validated to ensure 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 ensure 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 for bidding purposes, with the completed Record Drawings, and at any other time during the Final Design Phase upon request from Authority.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Authority.
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 Authority. As directed by Authority, organize the proposed work and related construction documents to provide for additive or alternative bids. Although all details and cross references may not be complete, the 60% submittal shall clearly reflect the essential existing and proposed project elements and design intent and shall identify any significant outstanding or remaining issues that need to be resolved. Provide Architect/Engineer recommendations as appropriate. Submit the 60% deliverables to the Authority for interim review in accordance with the Contract schedule. Deliverables for the 60% Design Submittal include:
  - a. Completed Authority Design Submittal Package Transmittal Form to document the deliverables contained in the 60% submittal.
  - b. Completed Consultant Design Submittal Summary Form.
  - c. 60% OPCC in the format of the anticipated Bid Breakdown (PDF).
  - d. 60% Drawings for interim review (PDF).

- e. Basis of Design, Summary of Design Criteria, and/or Summary of Calculations (as applicable to the scope and 60% design development; neatly organized and compiled into PDF documents and sealed at the applicable stage of design).
  - f. Table of Contents for the anticipated Technical Specifications (PDF).
  - g. Reference documents such as Geotechnical Report, related historical record drawings, utility records, USACE Permit, etc. (if applicable and not previously submitted).
9. 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 Authority. As directed by Authority, organize the proposed work and related construction documents to provide for additive or alternative bids. The 90% submittal shall be essentially complete with the exception of minor, identifiable remaining items. If there are any remaining outstanding issues that need resolution, they must be clearly summarized. Provide Architect/Engineer recommendations as appropriate. Architect/Engineer shall provide written responses to the Authority comments from the [60%] submittal review and shall confirm in writing that the comments have been addressed or resolved in the 90% submittal. Submit the 90% deliverables to the Authority for interim review in accordance with the Contract schedule. Deliverables for the 90% Design Submittal include:
- a. Completed Authority Design Submittal Package Transmittal Form to document the deliverables contained in the 90% submittal.
  - b. Completed Consultant Design Submittal Summary Form.
  - c. 90% OPCC in the format of the Bid Breakdown (PDF).
  - d. 90% Drawings for interim review (PDF).
  - e. Basis of Design, Summary of Design Criteria, and/or Summary of Calculations (as applicable to the scope - any required Basis of Design, Summary of Design Criteria, and/or Summary of Design Calculations must be neatly organized into single PDF documents, sealed, and included with the 90% submittals if not previously submitted).
  - f. Table of Contents with proposed Technical Specifications (single PDF with bookmarked Sections).
  - g. Reference documents such as the Geotechnical Report, related historical record drawings, utility records, USACE Permit, etc. (if applicable and not previously submitted).

- h. Written responses to Authority review comments on the [60%] 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 Authority Project Representative prior to the 90% submittal.
- 10. In accordance with the Contract schedule, furnish for review by Authority an unsealed prefinal PDF version of the prefinal Drawings and Specification, 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 Authority. Architect/Engineer shall provide written responses to Authority's comments from the 90% review and confirm in writing that Authority's comments and any outstanding items have been addressed or resolved in the prefinal documents. The unsealed prefinal documents shall be essentially complete.
- 11. Within the time required by the Contract schedule, Authority will provide Architect/Engineer with any comments regarding the furnished prefinal items, and any instructions for revisions for the final documents that are to be sealed by a Registered Professional Architect or Engineer licensed to practice in the State of Texas. The Drawings and Specifications shall not be sealed prior to receipt of confirmation from the Authority that they have been reviewed and are acceptable for finalizing.
- 12. In accordance with the Contract schedule and upon receipt of Authority'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 Authority, as appropriate, and submit the required electronic files of sealed final documents to Authority. One copy of sealed final documents shall also be submitted. Deliverables for the sealed final documents include:
  - a. Completed Authority Design Submittal Package Transmittal Form to document the deliverables contained in the final, sealed submittal.
  - b. Completed A/E Design Submittal Summary Form.
  - c. OPCC in the format of the Bid Breakdown (PDF and Excel).
  - d. Sealed Drawings for bid issue (PDF).
  - 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 Authority format.

- g. Reference documents such as the Geotechnical Report, related historical record drawings, utility records, or USACE Permit (if applicable and not previously submitted).
  - h. Written responses to Authority 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 Authority Project Representative prior to sealing.
- B. Architect/Engineer shall conduct an internal quality control review of all Final Design Phase deliverables for reasonable accuracy, completeness, clarity, and constructability prior to submitting to Authority for review. Submittals deemed not suitable for distribution or issue due to lack of information, lack of clarity, or significant errors or conflicts will be returned for a revised submittal at no added cost to Authority or extension to the overall Project schedule. The general basis of a re-submittal request will be provided with the return, but a detailed review will not be conducted on an incomplete submittal.
- C. Architect/Engineer shall register the project with TDLR and submit sealed plans to RAS for ADA/TAS review. Submit a copy of the ADA/TAS review report by the RAS to Authority upon receipt. All deficiencies shall be addressed at least one week prior to bid opening for incorporation by addendum.
- D. Architect's/Engineer's services under the Final Design Phase will be considered complete on the date when Architect/Engineer has delivered to Authority 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 Authority, including a copy of final AutoCAD drawings, applicable Word and bookmarked PDF files, and written confirmation that all Authority comments have been addressed or resolved.

### **A1.03 Bidding or Proposal Negotiating Phase**

- A. Architect/Engineer shall:
- 1. Attend pre-bid conference and provide a presentation of the technical aspect of the project as requested by the Authority.
  - 2. Prepare or modify Architect/Engineer supplied bid documents as requested by Authority, to clarify, correct, or change the issued documents for Addenda. Authority will draft, finalize and post the Addenda.
  - 3. Assist Authority in evaluating bids or proposals.

4. Provide information or technical assistance as requested by Authority in the course of any review of bids or proposals, or negotiations with prospective construction contractors.
  5. Consult with Authority as to the qualifications and experience of prospective contractors.
  6. Consult with Authority 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. If the issued documents require, the Architect/Engineer shall evaluate and determine 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.
  8. Within five business days of the bid opening, Architect/Engineer shall prepare and submit a PDF of the conformed drawings incorporating the addenda issued during the Bid Phase. The phrase 'CONFORMED DRAWING' with the date shall be added adjacent to the Architect's or Engineer's seal on the Cover Sheet, and the title block of each modified sheet (i.e., each addenda sheet) shall be marked 'Conformed Drawing' and shall be sealed by a registered Professional Architect or Engineer licensed to practice in the State of Texas. The addenda issued information shall remain intact. The conformed drawings shall not be otherwise altered from the bid and addenda issues.
  9. Within five business days of the bid opening, Architect/Engineer shall prepare and submit a PDF of the conformed specifications incorporating the addenda issued during the Bid Phase. The phrase 'CONFORMED SPECIFICATIONS' with the date shall be added adjacent to the Architect's or Engineer's seal on the technical specifications Table of Contents, sealed by a registered Professional Architect or Engineer licensed to practice in the State of Texas. The addenda issued information shall remain intact. The conformed specifications shall not be otherwise altered from the bid and addenda issues.
- B. The Bidding or Proposal Negotiating Phase will be considered complete upon award of construction contract, or upon written notice of completion from Authority in the event a construction contract is not awarded.

#### **A1.04 Construction Phase**

- A. In general to support Construction Administration, not to be interpreted as Project Representative, Architect/Engineer shall provide up to 1,076 service hours upon request by Authority toward the following Construction Phase services:

1. *Selection of Independent Testing Laboratory:* Assist Authority, as requested, 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 Architect/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 Architect's/Engineer's judgment are necessary to enable Contractor to proceed.
5. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a) Make visits to the Site at intervals appropriate to the various stages of construction, as Architect/Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Based on information obtained during such visits and observations, Architect/Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Architect/Engineer shall keep Authority informed of the progress of the Work.
  - b) The purpose of Architect's/Engineer's visits to the Site, will be to enable Architect/Engineer to better carry out the duties and responsibilities assigned to and undertaken by Architect/Engineer during the Construction Phase, and, in addition, by the exercise of Architect's/Engineer's efforts as an experienced and qualified design professional, to provide for Authority a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Architect/Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Architect/Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Architect/Engineer neither guarantees the performance of any Constructor

nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

6. *Defective Work:* Recommend rejection of Work if, on the basis of Architect's/Engineer's observations, Architect/Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Authority regarding whether Contractor should correct such Work or remove and replace such Work, or whether Authority should consider accepting such Work as provided in the Construction Contract Documents.
7. *Compatibility with Design Concept:* If Architect/Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Authority of such incompatibility, and provide recommendations for addressing such Work.
8. *Clarifications and Interpretations:* Upon request by Authority, 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 Authority.
9. *Change Orders and Work Change Directives:* Upon request by Authority, review and provide recommendation(s) for action to the Authority regarding Change Orders and Work Change Directives, as appropriate. Prepare related drawing revisions if requested by Authority.
10. *Differing Site Conditions:* Upon request by Authority, 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 Authority's use, subject to the limitations and responsibilities under the Contract and the Construction Contract.
11. *Shop Drawings, Samples, and Other Submittals:* Upon request by Authority, review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

Architect/Engineer shall meet any Contractor's submittal schedule that Architect/Engineer has accepted.

12. *Substitutes and "or-equal"*: Upon request by Authority, evaluate and provide a recommendation on the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
13. *Inspections and Tests*:
  - a. As requested by Authority, review certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Architect's/Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Architect/Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. Pursuant to the terms of the Construction Contract, recommend additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
  - c. Architect/Engineer will provide windstorm inspections as required.
  - d. Architect/Engineer shall coordinate final RAS inspection(s) as required.
14. *Change Proposals, Value Engineering Proposals, and Claims*: Upon request by Authority, 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 Authority and Contractor. If the Change Proposal or Value Engineering Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other architectural, engineering or technical matters, then Architect/Engineer will notify the parties of such. Provide information or data to Authority regarding architectural, engineering or technical matters pertaining to Claims.
15. *Applications for Payment*: Upon request by Authority, review Contractor's applications for payment and provide Authority with a recommendation to pay, partially pay, or request a revised pay application.
16. *Contractor's Completion Documents*: As required and directed by Authority, 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 Authority as further described below.

17. *Substantial Completion:* In company with Authority 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 Authority recommendations for replacement or correction of defective work, if any, and punch list items to be completed. Assist Authority regarding any remaining architectural, engineering or technical matters affecting Authority's use or occupancy of the Work following Substantial Completion.
18. *Final Notice of Acceptability of the Work:* Upon request by Authority, conduct a final visit to the Project site to determine if the Work, including punch list items, is complete and acceptable for the Architect/Engineer to recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Architect/Engineer shall also provide a notice to Authority that the Work is acceptable.
19. *Record Drawings:* Prepare Record Drawings from Contractor's as-built records and furnish the digital Record Drawings to Authority in PDF and with bound AutoCAD files to match the PDF within 30 calendar days of receipt of Contractor's redline markups (Contractor's as-builts). Supplement Record Drawings with information regarding the completed Project, site, and immediately adjacent areas if obtained by Architect/Engineer from field observations, Authority, utility companies, and other reliable sources. The Record Drawings shall:
  - a. identify the original Architect/Engineer, license number, and seal date;
  - b. identify the firm, firm number, and location of the original sealed drawings;
  - c. identify the change(s) and revised alignments of existing and proposed features;
  - d. include a note on each sheet in place of the original seal with information on the original seal and seal date;
  - e. be identified as such in a note on each sheet; and
  - f. be prepared using a contemporary (less than five years old) version of AutoCAD. CAD files are to include all constituent components. All data shortcuts such as 'DREF' data links generated in Civil 3D shall be validated. All used point groups, surfaces, corridor models, alignments, assemblies, etc. shall be validated and rebuilt to ensure no errors exist prior to submittal to the Authority. External references shall be validated to ensure 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 ensure 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 Authority.

## **PART 2—SUPPORT SERVICES**

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

- B. Each specific Contract may include support and other related services that do not fit into the categories described in Part 1, such as the types of services listed in this Part 2. Such services should be expressly stated in the specific Contract itself.
1. Topographic Survey: Provide necessary field surveys and topographic and utility mapping for Architect's/Engineer's design purposes. The Survey shall be sealed by a Registered Professional Land Surveyor (RPLS) licensed in the State of Texas. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Authority pursuant to advice from Architect/Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," Levels B-D. Utility mapping includes Engineer contacting utility owners and obtaining available information. Provide a recommendation if any specific Level A utility investigations are needed during the Design Phase to locate underground utilities or features which may **significantly** impact the proposed design and/or construction and cannot otherwise be reasonably located by Level B-D investigation. *[The sealed Survey shall be performed in conjunction with the Preliminary Design Phase.]*
  2. Geotechnical Report: Provide a sealed Geotechnical Report based on Architect's/Engineer's recommended geotechnical investigations and geotechnical recommendations needed for design and/or construction. The Geotechnical Report shall reference the Authority project name and Authority project number on the cover and in the body of the Report. *[The sealed Geotechnical Report shall be provided with the deliverables in the Preliminary Design Phase.]*
  3. Preparation or review of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
  4. Providing renderings or models for Authority's use, including services in support of building information modeling or civil integrated management.
  5. Undertaking investigations and studies including, but not limited to:
    - a) detailed consideration of operations, maintenance, and overhead expenses;

- b) based on the architectural, engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses;
6. Architect/Engineer is responsible for registering the project with TDLR, submitting sealed plans for RAS review, inspection(s) after construction completion and all associated fees.
  7. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Authority; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
  8. Commissioning Services: Provide commissioning services to include:
    - a. Assist Authority in connection with the adjusting of Specific Project equipment and systems (such as initial startup, testing, and balancing).
    - b. Assist Authority in training Authority's staff to operate and maintain Specific Project equipment and systems.
    - c. Prepare operation and maintenance manuals.
    - d. Assist Authority in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping; and
  9. Preparing to serve or serving as a consultant or witness for Authority in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
  10. Landscaping design for the facility in accordance with City of Corpus Christi development requirements.
  11. TDI windstorm certification for the facility including windstorm inspections, submission of a WPI-2, and acquiring and providing to the Authority a WPI-8 certificate.
  12. IT technology services for consultant assistance with IT networking, integration into existing systems, etc. as needed to assist Authority (to be authorized)
  13. Furniture, fixtures and equipment cataloging and coordination to assist Authority in procurement (to be authorized)

14. Environmental consultant to assist Authority as needed, including with hazardous materials issues, underground contaminated soils, etc. (to be authorized)

### **PART 3—EXCLUSIONS**

#### ***A3.01* Excluded Items from Contract Scope**

- A. Construction materials testing will not be provided by the Architect/Engineer; however, Architect/Engineer shall review construction materials testing reports upon Authority request.
- B. Testing for asbestos and/or lead containing materials will not be provided by the Architect/Engineer; however, if asbestos or lead containing materials are believed to be present on either site, Architect/Engineer will notify the Authority immediately.

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**(Continued)**

**Project Contract Schedule:**

| ACTION  | Estimated #<br>Weeks after<br>NTP | DUE ON OR<br>BEFORE |
|---|-----------------------------------|---------------------|
| AUTHORITY – COMMENCEMENT DATE (NTP)   | -                                 | 08/21/2023          |
| • ARCHITECT/ENGINEER – PRELIM. DESIGN SUBMITTAL (30%)                                   | 6                                 | 09/29/2023          |
| AUTHORITY – TEAM REVIEW   | 9                                 | 10/20/2023          |
| • ARCHITECT/ENGINEER – 60% DESIGN SUBMITTAL   | 15                                | 12/01/2023          |
| AUTHORITY – TEAM REVIEW   | 18                                | 12/22/2023          |
| • ARCHITECT/ENGINEER – 90% DESIGN SUBMITTAL   | 24                                | 02/02/2024          |
| AUTHORITY – TEAM REVIEW   | 27                                | 02/23/2024          |
| • ARCHITECT/ENGINEER – UNSEALED DESIGN DOCUMENTS TO<br>AUTHORITY PROJECT REPRESENTATIVE | 29                                | 03/08/2024          |
| AUTHORITY – TEAM REVIEW   | 30                                | 03/15/2024          |
| • ARCHITECT/ENGINEER – FINAL SEALED DOCUMENTS<br>SUBMITTAL                              | 32                                | 3/29/2024           |

## EXHIBIT B

### FEE SCHEDULE

The Architect/Engineer will perform the Services described in Exhibit A in accordance with the terms and conditions of this Contract on an hourly fee basis; provided, however, that the total amount paid to the Architect/Engineer for Services (including reasonable travel expense and other expenses) rendered under this Contract will not exceed **\$821,130.00**, without Authority's written approval. Services provided by Architect/Engineer will be billed as specified in Exhibit B. These fees will cover all of Architect's/Engineer's overhead costs, including but not limited to office rent, long distance telephone charges, postage, payroll, and copying charges.

The Authority agrees to reimburse the Architect/Engineer for certain authorized and approved travel expenses incurred by the Architect/Engineer during the Term and directly resulting from the Architect's/Engineer's performance of the Services under this Contract.

Authority will also reimburse the Architect/Engineer for certain authorized and approved expenses 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's/Engineer's actual cost.

No later than the tenth (10th) day 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 for tasks completed prior to the date of termination.

The Standard Hourly Rates Schedule for Services performed under this Contract is:

| Title                        | Hourly Rate |
|------------------------------|-------------|
| Principal Architect*         | \$245       |
| Associate Architect*         | \$200       |
| Project Manager II*          | \$185       |
| Senior Interior Designer II* | \$175       |
| Project Manager I            | \$170       |
| Architect Level III*         | \$160       |
| Senior Interior Designer I*  | \$160       |
| Design Professional III      | \$155       |
| Construction Manager         | \$155       |
| Architect Level II*          | \$155       |

| Title                                     | Hourly Rate |
|---|-------------|
| Design Professional II                    | \$150       |
| Architect Level I*                        | \$150       |
| Interior Designer III*                    | \$150       |
| Design Professional I                     | \$145       |
| Recent Architectural College Graduate     | \$140       |
| Interior Designer II*                     | \$140       |
| Interior Designer I                       | \$130       |
| Recent Interior Designer College Graduate | \$125       |
| CADD Technician                           | \$105       |
| Office Admin                              | \$100       |
| Student Intern                            | \$95        |
| Legal Testimony                           | \$325       |

\*Denotes professionals licensed in the State of Texas

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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

|                           |                            |
|---------------------------|----------------------------|
| E. Professional Liability | \$2,000,000 per Occurrence |
|---------------------------|----------------------------|

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

|                       |                            |
|-----------------------|----------------------------|
| F. Umbrella Liability | \$5,000,000 per Occurrence |
|-----------------------|----------------------------|

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

Each policy, except Professional Liability, must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, its Port Commissioners, officers and employees ("Authority Parties"). Additionally, the Authority Parties shall be designated as an Additional Insured either by a blanket additional insured or a specific endorsement on all policies, except for Worker's Compensation, Employer's Liability, and Professional Liability. In the event that the work of Architect/Engineer's employees fall within the

purview of the United States Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or the Federal Employer's Liability Act, Architect/Engineer shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts.

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

Without limiting any of the other obligations or liabilities of Architect/Engineer, Architect/Engineer shall require each Subcontractor performing work under the Contract, at Subcontractor's own expense, to maintain during the term of the Contract, the same stipulated minimum insurance as shown herein. As an alternative, Architect/Engineer may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Architect/Engineer's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Architect/Engineer agrees to provide workers' compensation for Subcontractors and their employees. Architect/Engineer shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Architect/Engineer must retain the certificates of insurance for the duration of the Contract plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. Authority shall be entitled, upon request and without expense, to receive copies of these certificates.

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

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



**DATE:** August 15, 2023

**TO:** Port Commission

**FROM:**

**Approve Annual Dues Renewal with American Association of Port Authorities (AAPA) in the amount of \$79,080 for the period 07/01/2023 – 06/30/2024**

**SUMMARY:** Staff requests approval to pay annual dues related to the renewal of the Port of Corpus Christi Authority’s (PCCA) membership with the American Association of Port Authorities (AAPA) in the amount of \$79,808.00 for the period July 1, 2023 through June 30, 2024. The dues are based on a calculation of gross revenue recorded by the PCCA.

**BACKGROUND:** AAPA is the unified voice of the seaport industry in the Americas, representing more than 130 public port authorities in the U.S., Canada, the Caribbean and Latin America. For more than a century, AAPA membership has empowered port authorities and their maritime industry partners to serve global customers and create economic and social value for their communities. AAPA events, resources and partnerships connect, inform, and unify seaport leaders and maritime professionals who deliver prosperity around the western hemisphere. For U.S. members, AAPA provides advocacy and public outreach to influence seaports’ most urgent public policy issues. PCCA has been a member of AAPA for decades. Staff is requesting authorization for payment of the annual dues renewal with AAPA in the amount of \$79,080.00.

**ALTERNATIVES:** None.

**CONFORMITY TO PORT POLICY:** This project conforms to the Port’s Strategic Plan 2026, Strategic Plan Goal #1 Foster Strategic Growth. This contract secondarily supports Strategic Plan Goal #3 Provide Facilities and Services to Meet Customer Needs.

**FINANCIAL IMPACT:** Annual dues of \$79,080.00 for renewal of the PCCA membership with AAPA.

**STAFF RECOMMENDATION:** Staff recommends approval of the attached Gross Dues for Fiscal Year 2024 (07/01/2023 – 06/30/2024) in the amount of \$79,080.00

**DEPARTMENTAL CLEARANCES:**

Originating Department  
Reviewed by



Legal

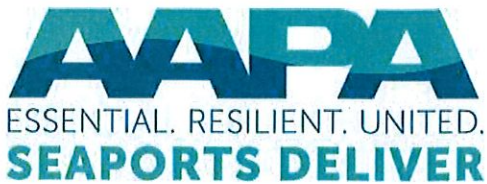
Dane Bruun

Executive Staff

Kent Britton  
Omar Garcia

**LIST OF SUPPORTING DOCUMENTS:**

American Association of Port Authorities (AAPA) Invoice for Dues for Fiscal Year 2024



# DUES RENEWAL

May 10, 2023  
Invoice # US 2024-1414  
Federal ID # 53-0193338  
Dunns # 083654095

1414  
Port Corpus Christi  
PO Box 1541  
Corpus Christi TX 78403-1541 United States

|  |                    |
|--|--------------------|
| Gross Dues for Fiscal Year 2024 (7/1/23 - 6/30/24)       | \$79,080.00        |
| <b>TOTAL AMOUNT PAYABLE UPON RECEIPT IN U.S. DOLLARS</b> | <b>\$79,080.00</b> |

Payments to AAPA are not deductible as charitable contributions for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

Please mail checks to our NEW lockbox and UPDATE your payment system:  
American Association of Port Authorities (AAPA)  
P.O. Box 200815  
Pittsburgh, PA 15251-5064

**PLEASE RETURN BOTTOM PORTION OF INVOICE WITH REMITTANCE**

|                                    |                        |
|------------------------------------|------------------------|
| UNITED STATES PORT MEMBERSHIP DUES | \$79,080.00            |
| 1414                               | Invoice # US 2024-1414 |

Port Corpus Christi  
PO Box 1541  
Corpus Christi, TX 78403-1541  
UNITED STATES

**Yes, we would like to support the AAPA Port Energy & Environment Program. I have included \$\_\_\_\_\_ for this purpose.**  
*American Association of Port Authorities - 1201 Maryland Avenue, Suite 860, Washington, DC 20024 - Phone: (703) 684-5700*

# FY24 US CORPORATE MEMBER DUES BRACKETS

| GROSS RECEIPTS<br>BRACKET MINIMUM | GROSS RECEIPTS<br>BRACKET MAXIMUM | FLAT DUES<br>AMOUNT |
|-----------------------------------|-----------------------------------|---------------------|
| \$350,000,000.00                  | NO LIMIT                          | \$129,930.00        |
| \$250,000,000.00                  | \$349,999,999.00                  | \$102,775.00        |
| \$174,000,000.00                  | \$249,999,999.00                  | \$79,080.00         |
| \$144,000,000.00                  | \$173,999,999.00                  | \$69,760.00         |
| \$105,000,000.00                  | \$143,999,999.00                  | \$56,980.00         |
| \$75,000,000.00                   | \$104,999,999.00                  | \$44,200.00         |
| \$60,000,000.00                   | \$74,999,999.00                   | \$34,615.00         |
| \$42,500,000.00                   | \$59,999,999.00                   | \$28,225.00         |
| \$32,000,000.00                   | \$42,499,999.00                   | \$23,965.00         |
| \$20,000,000.00                   | \$31,999,999.00                   | \$19,970.00         |
| \$12,000,000.00                   | \$19,999,999.00                   | \$16,775.00         |
| \$5,500,000.00                    | \$11,999,999.00                   | \$13,850.00         |
| \$2,300,000.00                    | \$5,499,999.00                    | \$12,250.00         |
| NO LIMIT                          | \$2,299,999.00                    | \$10,650.00         |

**DATE:** August 15, 2023

**TO:** Port Commission

**FROM:** Yvonne Dives-Gomez, Environmental Permitting Coordinator  
[ydives-gomez@pocca.com](mailto:ydives-gomez@pocca.com)  
(361) 885-6606

**Award a unit price contract to ADK Environmental, Inc., the lowest and best bidder, for bids received on August 4, 2023, for Port-wide stormwater system maintenance in an amount of \$200,000 for a twelve (12) month term with the option to renew in twelve (12) month increments for two (2) years after the initial term.**

**SUMMARY:** Staff requests an award of a Contract to ADK Environmental, Inc. (ADK) for on-call Port-wide Stormwater System Maintenance services. The contract duration will be a twelve-month term starting on the contract execution date, or when \$200,000 is expended in a term, whichever occurs first.

**BACKGROUND:** This contract serves to minimize the flooding risk to PCCA interests and improve water quality in surrounding waterbodies through ongoing maintenance of the port-wide stormwater drainage system. The Texas Commission on Environmental Quality (TCEQ) Texas Pollutant Discharge Elimination System (TPDES) requires that stormwater systems perform in a manner that minimizes pollutant discharge to surface water in the state. Drainage system maintenance removes accumulated sediment and debris, reduces erosion, prevents blockages, restores capacity, ensures the system functions as designed and reduces pollutant discharge.

PCCA's stormwater infrastructure includes combinations of concrete-lined ditches, vegetated ditches, and underground closed pipes. Over time, segments of PCCA's stormwater system accumulate sediment and debris, resulting in erosion and vegetation overgrowth. Accumulated sediment restricts drainage, results in flooding, and causes increased sediment discharge into surrounding waterways. While all PCCA owned facilities and adjacent properties are at some risk of flooding during extreme weather events, ongoing maintenance and installation of stormwater best management practices (BMP) restores drainage system capacity, minimizes further sediment accumulations and reduces pollutant discharge.

Staff have maintained an on-call stormwater maintenance contract for the last four (4) years, in order to keep the Port-owned stormwater conveyance systems functioning properly. Maintenance activities under this contract include ditch grading, pipe cleaning, debris, vegetation and sediment removal, installation of new BMPs, maintenance or

replacement of existing BMPs, and street sweeping operations throughout the port area. PCCA will manage requests for services under this contract through the issuance of work orders on an as-needed basis as the need is identified through inspection findings and internal or external requests.

On August 4, 2023, PCCA received one (1) response to the Notice to Bidders to perform stormwater system maintenance activities throughout the PCCA area (See attached Bid Tabulation). Based on the response, the identified lowest and best bidder is ADK. While only one bid was received, thirty-four (34) companies downloaded the bid documents, and two (2) companies attended the non-mandatory pre-bid meeting. Staff reviewed ADK's submitted rates against the 2021 stormwater maintenance bid and determined this bid to be comparable to prior rates submitted for previous stormwater maintenance services.

Staff recommends the award of a contract for a twelve (12) month term, not to exceed \$200,000, with the option to renew in twelve-month increments for up to two (2) years after the initial term. ADK is locally owned and operated.

**ALTERNATIVES:** Not applicable.

**CONFORMITY TO PORT POLICY:** This contract conforms to the Port's Strategic Plan 2023, Strategic Goal #4 Be an Environmental Leader. This contract also supports the Strategic Plan Goal #3 Providing facilities and services to meet customer needs.

**EMERGENCY:** This is not currently an emergency; however, maintenance to existing stormwater conveyance systems is a critical operation, especially during hurricane season.

**FINANCIAL IMPACT:** This project is included in the 2023 Operating Budget approved by the Port Commission in December 2022. The 2023 budgeted amount for this project is \$200,000 for a twelve (12) month term. This contract will be budgeted in out years to continue the maintenance of Port owned stormwater conveyance systems.

**STAFF RECOMMENDATION:** Staff requests the award of a unit cost contract to ADK to perform stormwater system maintenance activities throughout the PCCA area on an as needed basis for a twelve (12) month term with the option to renew in twelve (12) month increments for two (2) years after the initial term.

**DEPARTMENTAL CLEARANCES:**

Originating Department    Environmental Planning and Compliance

Reviewed By                    Sarah Garza  
    Harrison McNeil  
    Yvonne Dives-Gomez

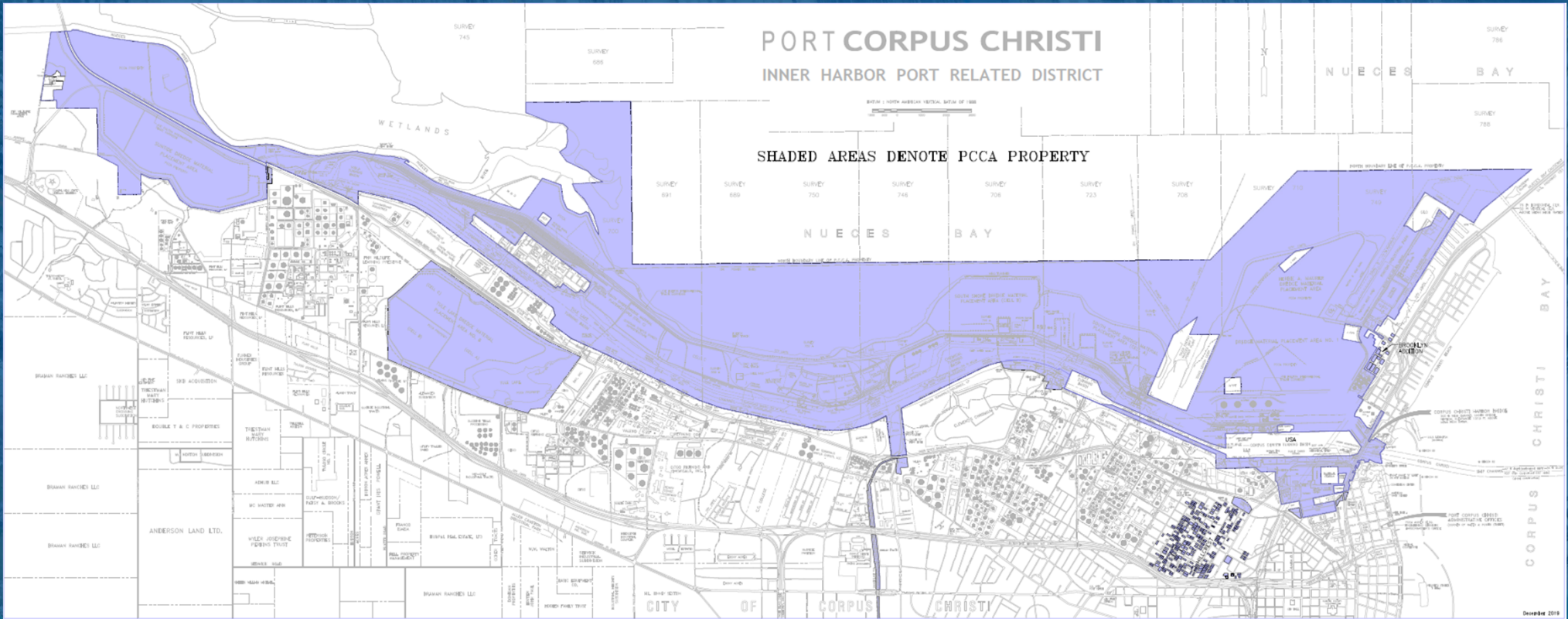
Legal                              Standard Construction Contract

Executive Staff                Jeff Pollack  
    Kent Britton

**LIST OF SUPPORTING DOCUMENTS:**

Bid Tab  
Exhibit

# Port-Wide Stormwater System Maintenance





**BID TABULATION FOR  
PORT-WIDE STORM WATER SYSTEM MAINTENANCE  
PROJECT NO. 23-701A  
Bid Opening: August 4, 2023 at 3:00pm**

| Company   |  | ADK Environmental, Inc. |                    |  |  |  |
|---|--|-------------------------|--------------------|--|--|--|
|   | Unit   |                         |                    |  |  |  |
| <b>Base Bid<sup>A</sup></b>                     |  |                         |                    |  |  |  |
| <b>1. Maintenance of Closed Conveyance</b>      |  |                         |                    |  |  |  |
| 1a  | Closed Conveyance Diameter ≤ 24"   | LF                      | \$7.70             |  |  |  |
| 1b  | Closed Conveyance Diameter >24"-36"  | LF                      | \$11.55            |  |  |  |
| 1c  | Closed Conveyance Diameter >36"  | LF                      | \$15.40            |  |  |  |
| 1d  | Closed Conveyance Box ≤ 2' x 3'  | LF                      | \$17.60            |  |  |  |
| <b>2. Maintenance of Concrete Open Ditches</b>  |  |                         |                    |  |  |  |
| 2a  | Concrete Ditches (Base Size ≤ 6')  | LF                      | \$7.15             |  |  |  |
| 2b  | Concrete Ditches (Base Size >6' -10')  | LF                      | \$11.00            |  |  |  |
| 2c  | Concrete Ditches (Base Size >10'-14')  | LF                      | \$14.30            |  |  |  |
| 2d  | Concrete Ditches (Base Size >14')  | LF                      | \$16.50            |  |  |  |
| <b>3. Maintenance of Vegetated Open Ditches</b> |  |                         |                    |  |  |  |
| 3a  | Vegetated Ditches (Base Size ≤ 6')   | LF                      | \$11.25            |  |  |  |
| 3b  | Vegetated Ditches (Base Size >6' -10')   | LF                      | \$15.63            |  |  |  |
| 3c  | Vegetated Ditches (Base Size >10'-14')   | LF                      | \$17.50            |  |  |  |
| 3d  | Vegetated Ditches (Base Size >14')   | LF                      | \$23.75            |  |  |  |
| <b>4. Maintenance of Storm water BMPs</b>       |  |                         |                    |  |  |  |
| 4a  | New Installation: Silt Fence   | LF                      | \$3.16             |  |  |  |
| 4b  | New Installation: Wattles 9"   | EACH                    | \$57.50            |  |  |  |
| 4c  | New Installation: Wattles 12"  | EACH                    | \$86.25            |  |  |  |
| 4d  | New Installation Drain Insert (30" x 40")  | EACH                    | \$172.50           |  |  |  |
| 4e  | Maintenance of existing installed Silt Fence   | LF                      | \$1.15             |  |  |  |
| 4f  | Maintenance of existing installed Drain Insert   | EACH                    | \$57.50            |  |  |  |
| 4g  | Street Sweeping-wet brush methods (Daily)  | DAY                     | \$560.00           |  |  |  |
| 4h  | Street Sweeping- wet brush methods (Hourly)  | HR                      | \$70.00            |  |  |  |
| 4i  | Hand, mechanical or drill seeding soil stabilization control                                   | ft <sup>2</sup>         | \$1.40             |  |  |  |
| 4j  | Hydromulch seeding soil stabilization control  | ft <sup>2</sup>         | \$0.30             |  |  |  |
| 4k  | Installation of coconut mat  | ft <sup>2</sup>         | \$0.50             |  |  |  |
| 5   | Hauling of excavated material from Port Authority property to US Ecology or El Centro Landfill | CY                      | \$35.00            |  |  |  |
| 6   | Mobilization and Demobilization (per Work Order)   | Each                    | \$325.00           |  |  |  |
| 7   | Insurance (One-time payment bid item)  | Each                    | \$1,000.00         |  |  |  |
| <b>TOTAL EVALUATED BID AMOUNT<sup>B</sup></b>   |  |                         | <b>\$44,496.75</b> |  |  |  |
| <b>Addendum No. 1</b>                           |  |                         | <b>X</b>           |  |  |  |

\*Time of Delivery - Per Work Order

<sup>A</sup>Unit cost will include the total amount for the services (profit, overhead, expenses, taxes and insurance) for each specific task. The following unit prices will be established to perform storm water system maintenance activities throughout the Port of Corpus Christi area. All activities will be on as needed basis as directed by PCCA Project Manager.

<sup>B</sup>Total Evaluated Bid: To rate the bids on an equitable basis and provide the most value to the PCCA.

Read By: Eduardo Belmarez

Tabulat: Melinda Licon

Date: 08/04/2023

**DATE:** August 15, 2023  
**TO:** Port Commission  
**FROM:** Daniel J. Koesema, P.E., CFM  
Director of Channel & DMPA Development

**Approve Service Order No. 3 under Master Services Agreement No. 21-03 with Mott MacDonald, LLC in an amount not to exceed \$45,203 for additional study services associated with the Ingleside-on-the-Bay passing vessel hydrodynamic modeling study.**

**SUMMARY:** Staff requests approval of Service Order No. 3 under Master Services Agreement No. 21-03 with Mott MacDonald, LLC in an amount not to exceed \$45,203 for additional study services associated with the Ingleside-on-the-Bay passing vessel hydrodynamic modeling study. This contract was presented to the Long-Range Planning Committee on August 8, 2023 and was recommended to be presented to full Commission for approval

**BACKGROUND:** In April 2019, a study was completed by Mott MacDonald (Mott) that evaluated the behavior of vessel generated waves and their effect on shore features in the vicinity of Ingleside Cove and Ingleside-on-the-Bay, Texas. The study determined that under specific conditions, waves generated by vessels passing safely within the existing channel system overtop the lower elevation portions of bulkheads constructed along the La Quinta Ship Channel (LQC) at Ingleside-on-the Bay. The study also determined that authorized and future potential improvements within the Corpus Christi Ship Channel (CCSC) and LQC would not result in additional overtopping and, in some cases, potentially reduce potential effects of ship generated waves.

The study identified several potential mitigation measures for further evaluation. The measures identified included raising the elevation of lower portions of the existing bulkhead along Ingleside-on-the Bay, extending an existing rock breakwater, adjustments to the location of Beneficial Use Site CQ, and evaluating the deepening of the LQC in the vicinity of Ingleside-on-the-Bay. In addition, Mott evaluated reducing vessel speeds to 4 knots. It was anticipated that the intensity of the vessel-induced hydrodynamics could be dampened by reducing the vessel's speed, thus reducing the risk of overtopping at the waterfront properties adjacent to the shipping channel. However, the analysis determined that reducing the vessel speed to 4 knots does not decrease the maximum water surface elevations.

Following the initial study, PCCA contracted with Mott to further evaluate the hydrodynamic effects and feasibility of the proposed modifications identified in phase 1 and prepare budgetary cost estimates. In October 2019, the second phase of the study was completed. Based on the results of the analyses, a preliminary alternatives analysis was conducted to qualitatively compare the performance of each alternative. Results from this evaluation indicated the following:

1. The preferred options would be to raise the bulkhead elevations or install retaining walls along the Ingleside on the bay shoreline
2. Deepening the La Quinta Ship Channel in the vicinity of Ingleside-on-the-Bay does not significantly reduce overtopping conditions along the Bayshore Drive properties.
3. The breakwater options were the costliest and least desirable options.

Following the 2<sup>nd</sup> phase of the study, PCCA staff collaborated with stakeholders and other governmental agencies to seek grant funding but those efforts were unsuccessful. However, in recent months, industry partners have expressed an interest in potentially collaborating with community stakeholders to help develop a solution to resolve the issues at IOB and have requested PCCA update the hydrodynamic models and cost estimates and explore other potential mitigation measures.

As such, staff negotiated Service Order No. 3 with Mott in an amount of \$45,203 to conduct additional study and report phase services associated with the Passing Vessel Hydrodynamic Modeling Study of the Corpus Christi Ship Channel and La Quinta Channel in the vicinity of Ingleside Cove and Ingleside-on-the Bay Project. The scope of work generally includes performing additional modeling, evaluating additional mitigation alternatives, and updating cost estimates.

**ALTERNATIVES:** N/A

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

**EMERGENCY:** N/A

**FINANCIAL IMPACT:** This project was not included in the 2023. With this service order, the total compensation for this work will be \$ \$165,431.

**STAFF RECOMMENDATION:** Staff recommends approval of Service Order No. 3 under Master Services Agreement No. 21-03 with Mott MacDonald, LLC in an amount not to exceed \$45,203 for additional study services associated with the Ingleside-on-the-Bay passing vessel hydrodynamic modeling study.

**DEPARTMENTAL CLEARANCES:**

|                        |                              |
|------------------------|------------------------------|
| Originating Department | Channel and DMPA Development |
| Reviewed & Approved    | Daniel J. Koesema            |
| Legal Reviewed by      | Dane Bruun                   |
| Executive Staff        | Kent Britton                 |
|                        | Clark Robertson              |
|                        | Omar Garcia                  |

**LIST OF SUPPORTING DOCUMENTS:**

Mott MacDonald, LLC Servicer Order No. 3

**PORT OF CORPUS CHRISTI AUTHORITY  
OF NUECES COUNTY, TEXAS  
MASTER SERVICES AGREEMENT NO. 21-03**

**PROJECT NAME: Passing Vessel Hydrodynamic Modeling Study of the Corpus Christi Ship Channel and La Quinta Channel in the Vicinity of Ingleside Cove and Ingleside-on-the-Bay, Texas**

**PROJECT NO: 18-006A**

**SERVICE ORDER NO: 3**

**COMMENCEMENT DATE: August 15, 2023**

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas (“PCCA”) and Mott MacDonald, LLC (“Engineer”). PCCA and Engineer agree that all of the Services authorized by this Service Order shall be subject to the terms and conditions of PCCA’s Master Services Agreement No. 21-03 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:**

Engineer will conduct additional study and report phase services associated with the Passing Vessel Hydrodynamic Modeling Study of the Corpus Christi Ship Channel and La Quinta Channel in the vicinity of Ingleside Cove and Ingleside-on-the Bay Project.

**2. Services of Engineer (Scope of Services)**

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

Engineering-based documents submitted under this Service Order shall include the 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.

**3. PCCA's Responsibilities**

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

#### 4. Service Order Schedule

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

| <u>Party</u> | <u>Action</u>   | <u>Schedule</u>  |
|--------------|---|--|
| Engineer     | Furnish 1 electronic review copies of the Draft Numerical Modeling and Alternatives Feasibility Analysis Report deliverable to PCCA | Within 8 weeks of notice to proceed for this Service Order   |
| PCCA         | Submit comments regarding Draft Numerical Modeling and Alternatives Feasibility Analysis Report deliverable to Engineer             | Within 2 weeks of the receipt of Draft Numerical Modeling and Alternatives Feasibility Analysis Report deliverable from Engineer                 |
| Engineer     | Furnish 1 electronic copies of the revised Final Numerical Modeling and Alternatives Feasibility Analysis Report to PCCA            | Within 2 weeks of the receipt of PCCA's comments regarding the Draft Numerical Modeling and Alternatives Feasibility Analysis Report deliverable |
| Engineer     | Attend up to three (3) meetings with the PCCA to present results from this phase of the project                                     | As requested by the PCCA   |

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

#### 5. Method of Compensation

PCCA shall pay Engineer for services rendered under this Service Order using the Standard Hourly Rates with a Ceiling Price. Reimbursable Expenses are included in the Ceiling Price. The Ceiling Price for this Service Order is **\$45,203**.

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

| <b>Description of Service</b>   | <b>Amount</b> |
|---|---------------|
| A.1.01 Additional Study and Report Phase Services:  |               |
| • Additional Numerical Modeling for different speeds (3 additional runs) and updated bathymetry for previously evaluated routes | \$6,200       |
| • IOB mitigation alternatives analysis & feasibility  | \$5,396       |

|   |                 |
|---|-----------------|
| • IOB Cost estimates for mitigation alternatives (Revetment, Deepening by bulkhead, groins, sheet pile) | \$4,458         |
| • Brass Turtle evaluation of existing conditions, updated vessel routing, grid refinement               | \$7,134         |
| • Brass Turtle mitigation alternatives analysis, feasibility, and cost estimates                        | \$4,056         |
| • Coordination, Reporting, and Presentation   | \$12,864        |
| • Meeting to Present Results to PCCA (3 meetings)   | \$5,095         |
|   |                 |
| <b>ESTIMATED TOTAL COMPENSATION</b>   | <b>\$45,203</b> |

**A. 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:** TBD
7. **Other Modifications to the Agreement or the Exhibits to the Agreement:**  
Not applicable
8. **Exhibits or Attachments to this Service Order:** Not applicable
9. **Documents (other than the Agreement) Incorporated by Reference:** Not applicable
10. **Terms and Conditions**

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

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 Financial Officer / Interim CEO

Date Signed: \_\_\_\_\_

**Engineer:**

**Mott MacDonald, LLC**

By:  \_\_\_\_\_

Name: Josh Carter, PE

Title: Vice President

Date Signed: 8/9/2023

**Address for giving notice:**

Attention: Director of Channel & DMPA  
400 Harbor Drive  
Corpus Christi, Texas 78401

**Address for giving notice:**

802 N Carancahua Street, Suite 300  
Corpus Christi, Texas 78401

**PCCA's Designated Representative:**

Daniel J. Koesema, P. E.

Title: Director of Channel & DMPA Develop.

Phone Number: 361-885-6138

E-Mail: dan@pocca.com

**Engineer's Designated Representative:**

Josh Carter, PE

Title: Vice President

Phone Number: 504-383-9785

E-Mail: joshua.carter@mottmac.com

**EXHIBIT A**  
**ENGINEER'S SERVICES FOR SERVICE ORDER**

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**PART 1—SERVICES**

**A1.01 *Study and Report Phase Services***

- A. Engineer will conduct additional study and report phase services associated with the Passing Vessel Hydrodynamic Modeling Study of the Corpus Christi Ship Channel and La Quinta Channel in the vicinity of Ingleside Cove and Ingleside-on-the Bay Project as follows:
1. Expand model limits and perform additional numerical modeling for the area in the proximity of the Brass Turtle.
  2. Develop, evaluate feasibility and provide cost estimates of mitigation alternatives for area in the proximity of the Brass Turtle.
  3. Evaluate additional mitigation alternatives for IOB
    - a. Installing revetment along the shoreline;
    - b. Installing groins perpendicular to the shoreline;
    - c. Deepening by the bulkheads/sheetpile.
  4. Perform additional numerical modeling for different speeds (3 additional runs) and updated bathymetry and routes;
  5. Develop cost estimates for additional mitigation alternative for IOB.
  6. Update cost estimates for previously identified mitigation alternatives.
  7. Prepare a draft report (the “*Technical Memorandum*”)
  8. Prepare a final report (the “*Technical Memorandum*”)
  9. Prepare a presentation and present findings and recommended measures at three (3) meetings upon request by PCCA.

**Deliverables:**

Draft Technical Memorandum delivered electronically in DOC and PDF format.  
Final Technical Memorandum delivered electronically in PDF format.

**DATE:** August 15, 2023  
**TO:** Port Commission  
**FROM:** Daniel J. Koesema, P.E., CFM  
Director of Channel & DMPA Development

**Approve a Third Amendment and Supplement of Consulting Services Agreement in an amount of \$50,000 with David Miller and Associates for additional tasks related to the development of a Project Management Plan for the La Quinta Channel Expansion Project.**

**SUMMARY:** Staff requests approval of a Third Amendment and Supplement of Consulting Services Agreement in an amount of \$50,000 with David Miller & Associates for additional tasks related to the development of a Project Management Plan for the La Quinta Channel Expansion Project. This contract was presented to the Long-Range Planning Committee on August 8, 2023 and was recommended to be presented to full Commission for approval.

**BACKGROUND:** In 2018, the PCCA executed a Feasibility and Cost Share Agreement with the Department of Army to initiate a study to investigate the feasibility of widening and deepening the La Quinta Ship Channel from -47' MLLW to -54' MLLW to match the authorized depth of the Corpus Christi Ship Channel. The U.S. Army Corps of Engineers (USACE) conducted the feasibility study and evaluated benefits for both existing facilities and new facilities that were, at that time, anticipated to be developed along the La Quinta Ship Channel. The results of the study indicated that deepening the channel to -54' MLLW would be economically justifiable with the addition of new facilities that require deeper draft vessels. While there was confidence that new facilities would ultimately be developed along the La Quinta Ship Channel, USACE determined that none of the alternatives to deepen the channel were considered actionable at that time due to insufficient documentation substantiating development of the new facilities. USACE subsequently terminated the feasibility study. However, understanding the likelihood of future development along the La Quinta Ship Channel and the need to deepen the channel, USACE identified the remaining tasks that would need to be completed if study were to be resumed at a later date by the PCCA.

With the strategic acquisition of new property along and near the La Quinta Channel and the ongoing evolution of the energy marketplace, a number of new development interests are in various stages of project planning and development for sites that present new, compelling business cases for the deepening of this reach of the channel. A clear path to a deeper channel is critical to the investment decision for some of these prospective customers based on their expected vessel classes, and thus representatives have requested the PCCA re-engage the feasibility study to deepen the La Quinta Ship Channel.

In June 2022 PCCA executed a contract with David Miller and Associates in an amount not to exceed \$90,920 to develop an initial economic analysis and project performance metrics of deepening the La Quinta Channel based on the new development interests. The initial

economic analysis has been completed and the results indicate significant potential National Economic Development (NED) benefits that can support a Federal channel deepening project or Federal assumption of maintenance.

As mentioned in the June 2022 Commission memo, staff would return to Commission for approval to expand the scope, contingent on the results of the initial economic analysis. Based on the initial results, staff recommends development of a Project Management Plan (PMP) as the next step. The PMP will identify the required planning, economic, environmental, engineering, and report preparation tasks required for development, submittal, and approval of a Feasibility Study, pursuant to Section 203 of the Water Resources Development Act (WRDA) of 1986, and the federal assumption of maintenance pursuant to Section 204(f) of WRDA 1986.

As such, staff negotiated a Third Amendment and Supplement of Consulting Services Agreement with David Miller and Associates in an amount of \$50,000 to prepare a Project Management Plan for the La Quinta Channel Expansion Project. The scope of work generally includes data review and data gap identification; preparation of task descriptions for technical, planning, economic, engineering, and environmental tasks needed to produce the Section 203 and 204(f) reports; draft task budgets and summary cost estimates; project schedule; and delivery of a final PMP. The scope also includes preparation of an annotated report and EIS outline, and a recommended acquisition plan and draft scopes for contractor services needed to produce the reports, EIS and supporting analyses.

**ALTERNATIVES:** N/A

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

**EMERGENCY:** N/A

**FINANCIAL IMPACT:** This project was included in the 2023 budget with an allocation of \$500,000. With this amendment, the total compensation for this work will be \$ \$140,920.

**STAFF RECOMMENDATION:** Staff recommends approval of a Third Amendment and Supplement of Consulting Services Agreement in an amount of \$50,000 with David Miller & Associates for additional tasks related to the development of a Project Management Plan for the La Quinta Channel Expansion Project.

**DEPARTMENTAL CLEARANCES:**

|                        |                              |
|------------------------|------------------------------|
| Originating Department | Channel and DMPA Development |
| Reviewed & Approved    | Daniel J. Koesema            |
| Legal Reviewed by      | Dane Bruun                   |
| Executive Staff        | Kent Britton                 |
|                        | Clark Robertson              |

**LIST OF SUPPORTING DOCUMENTS:**

Third Amendment and Supplement of Consulting Services Agreement

**THIRD AMENDMENT AND SUPPLEMENT OF  
CONSULTING SERVICES CONTRACT**

This Third Amendment and Supplement of Consulting Contract (the “*Third Amendment*”) is made effective as of August 15, 2023 (“*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 David Miller & Associates (the “*Consultant*”). Authority and Consultant are sometimes individually referred to herein as a “*Party*” and collectively as the “*Parties*”.

WHEREAS, Authority and Consultant entered into a Consulting Services Contract dated June 14, 2022 (the “*Agreement*”), under the terms of which the Consultant agreed to perform the services described in the Scope of Services attached to the Agreement as **Exhibit A**;

WHEREAS, the Parties entered into a First Amendment through a Letter of Modification to extend the term of the Agreement through June 2023; and

WHEREAS, the Parties subsequently entered into a Second Amendment through a Letter of Modification to extend the term of the Agreement through December 31, 2023; and

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

- A. Section 1 of the Agreement is amended to include the additional scope of services described in and set forth in **Attachment A-1** to this Amendment which is incorporated herein by reference.
- B. Section 2 (Period of Service) of the Agreement is hereby amended by amending the first sentence of Section 2 to read as follows:  
  
2. PERIOD OF SERVICE: The Consultant shall complete the Services on or before December 31, 2024 (the “Deadline”), unless the Authority agrees to extend the Deadline for good reason; provided, however, that the Authority may terminate this Contract at any time in accordance with Section 14.
- C. Section 7 (Compensation) of the Agreement is amended to include the Fee Schedule described in and set forth in **Attachment B-1** to this Amendment which is incorporated herein by reference.
- 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 Agreement shall remain in full force and effect. In the event of any conflict

between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control.

- F. This Amendment maybe 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 15<sup>th</sup> day of August 2023.

PORT OF CORPUS CHRISTI AUTHORITY  
OF NUECES COUNTY, TEXAS

By: \_\_\_\_\_  
Kent Britton, CFO / Interim CEO

Date: \_\_\_\_\_

DAVID MILLER & ASSOCIATES

By: \_\_\_\_\_  
Vinicio Vannicola, Vice President

Date: 08/10/2023 \_\_\_\_\_

## Attachment A-1

The Consultant will perform the following professional services in accordance with the terms and conditions set forth in this Agreement.

Consultant will develop a Project Management Plan (PMP) to identify the tasks and requirements necessary to develop a feasibility study and reports for navigation improvements to the La Quinta Channel pursuant to Section 203 of the Water Resources Development Act (WRDA) of 1986, Federal assumption of maintenance pursuant to Section 204(f) of WRDA 1986, and approval to alter U.S. Army Corps of Engineers Civil Works projects pursuant to 33 USC 408 (Section 408). The PMP will identify the required planning, economic, environmental, engineering, and report preparation tasks required for development, submittal, and approval of the Section 203 and Section 204(f)/408 project. Additionally, the PMP will include incorporation of work performed to date and ongoing work to make maximum use of existing information in the development of the study, as well as to identify required areas of new work needed to meet the permitting and approval requirements of a navigation improvement project. This Scope of Work consists of the following tasks:

### **Task 1 - Data Gathering, Review, Data Gap Identification, and Kickoff Meeting**

Consultant will conduct an initial round of data gathering and review to familiarize with prior work related to the La Quinta Channel. The review will focus on readily available information and Consultant will prepare a more comprehensive set of data requirements to provide to the Authority prior to the kickoff meeting. Following the kickoff meeting, a more detailed data review and compilation task will be conducted. Subtasks include the following:

1. **Review of Available Information** - All readily available reports and relevant information will be provided by the Authority to the Consultant, preferably in electronic format, upon Notice to Proceed (NTP). The Consultant will review the existing information and reports as a basis for the Preliminary Assessment and development of the PMP. A more detailed list of required information will be developed by the Consultant and provided to the Authority prior to the kickoff meeting.
2. **Kickoff Meeting** - A kickoff meeting with the Consultant and the Authority will be conducted within three weeks after Amendment Date. The purpose of the meeting will be to discuss the scope of work, schedule, and information available from the Consultant.
3. **Compile Existing Data and Identify Data Gaps / Needs** - Information and analyses from past and ongoing work will be reviewed by the Consultant to determine its relevancy for use for the Section 203 and 204(f)/408 study. Data gaps will be identified and an analysis and determination will be made as to whether all of the required areas of available information and data (e.g., engineering, environmental, economic) are complete or incomplete relevant to Section 203 and 204(f)/408 study requirements.
4. **Preliminary Assessment** – The Consultant will review information collected under

Task 1 to evaluate the potential for the Section 203 and 204(f)/408 study to meet the federal requirements for construction (under Section 203) and assumption of maintenance (under 204(f)/408). The Consultant will assess the potential for economic justification, environmental compliance, and consistency with federal policy, including single user policy. The results of this assessment will be used to guide development of the PMP.

## **Task 2 - Prepare Draft PMP**

Consultant will develop a draft PMP. The draft PMP will include a task list and task descriptions as well as cost estimates for each task, and a schedule to complete the Section 203 and 204(f)/408 study. The draft PMP will be developed to make the most use of completed and ongoing work performed for the access channel.

Consultant shall submit the draft PMP to the Authority for review and comment. Subtasks include the following:

1. **Prepare Draft Task Descriptions** - A complete set of the technical planning, economic, engineering, and environmental tasks needed to produce the Section 203 and 204(f)/408 study will be prepared by Consultant. In addition to the technical tasks, all review and approval tasks, including those to be done by the Corps of Engineers (USACE), will be included. Tasks will be described at a summary level, suitable for incorporation into a Request for Proposal for conduct of the Section 203 and 204(f)/408 study.
2. **Prepare Draft Task Budgets and Summary Cost Estimates** - Task cost estimates will be prepared for the tasks identified in Task 2.1 above. Task estimates will include both labor and other direct costs, at the subtask level. These will be planning level cost estimate for preparation, review, and approval of the Section 203 and 204(f)/408 Report and EIS, from study initiation through the decision by the Secretary of the Army.
3. **Prepare Project Schedule and Gantt Chart** - A detailed project schedule will be prepared identifying the tasks and subtasks from Task 2.1 above. The schedule will identify task start and finish dates, durations, and predecessor/successor relationships. A critical path network diagram and Gantt chart will also be prepared.
4. **Assemble Draft PMP** - A draft PMP will be assembled from the elements prepared in Tasks 1 and 2.1 to 2.3 above. The PMP will integrate the task, schedule, and budget information into an overall plan of action to complete the Section 203 and 204(f)/408 study. An accompanying PowerPoint presentation will be prepared presenting information at a summary level suitable for briefing key decision makers.

### **Task 3 – Prepare Revised Draft PMP**

Following review by the Authority, the Consultant will revise the draft PMP and prepare a revised PMP suitable for coordination with the USACE. Following preparation of the revised PMP, the Consultant will assist the Authority in presenting the revised PMP to the USACE to obtain their comments and input on the Section 203 and 204(f)/408 study approach.

1. **Prepare Revised Draft PMP** – Consultant will prepare the revised draft PMP based on comments and questions received on the draft PMP. Task descriptions, budgets, and schedule will be updated to reflect comments and issue raised at the review meeting with the Authority.
2. **Present Revised Draft PMP to Authority and USACE** – Consultant will present the revised draft PMP at a meeting with the Authority. This will also include a revised PowerPoint presentation. After approval of the revised draft PMP by the Authority, comments will be solicited on the revised draft PMP from the USACE Galveston District. A meeting will be held with the Authority and the USACE Galveston District to discuss the revised draft PMP. A Memorandum for Record (MFR) will be prepared after the meeting documenting the discussions and any recommendations for the Section 203 and 204(f)/408 study.

### **Task 4 - Prepare Final PMP**

Following review by all parties, Consultant will revise the draft PMP and prepare the final PMP.

1. **Prepare Final PMP** - The final PMP will be prepared based on input received from the Authority and the USACE. Task descriptions, budgets, and schedule will be updated to reflect comments and issues raised at the review meeting with the Authority and the USACE. Consultant will also finalize the PowerPoint summary presentation and provide it to the Authority for their use.
2. **Prepare Annotated Section 204(f)/408 Report and EIS Outline** – Consultant will prepare, based on the above tasks, an annotated outline which identifies assessment approach, data and analysis requirements and supplemental data needs for each topical element of the proposed Report.
3. **Prepare Recommended Acquisition Plan and Draft Scopes of Services** – Consultant will prepare a plan for acquisition of the contractor services needed to produce the Section 203 study and 204(f)/408 Report, EIS and supporting analyses. The plan will be presented to the Authority. Upon plan approval, Consultant will prepare the technical scopes of services for acquisition of consultant services.

## Deliverables and Schedule

| <b>Deliverable</b>  | <b>Due Date</b>    |
|---|--------------------|
| Notice to Proceed   | Project Initiation |
| Kickoff Meeting   | 16 days            |
| DMA Submits Draft PMP and Presentation                            | 65 days            |
| Port of Corpus Christi Provides Comments on Preliminary Draft PMP | 75 days            |
| DMA Submits Revised Draft PMP                                     | 90 days            |
| Meeting with Port of Corpus Christi and USACE                     | 95 days            |
| USACE and Port of Corpus Christi Comments on Revised Draft PMP    | 100 days           |
| DMA Submits Final PMP and Report Outline                          | 115 days           |
| DMA Submits Acquisition Plan and Draft Scope of Services          | 140 days           |

## **Attachment B-1**

The Consultant will perform the Services described in Exhibit A Attachment A-1 in accordance with the terms and conditions of this Contract on a fixed rate or an hourly fee basis; provided, however, that the total fee for services rendered under this Third Amendment will not exceed **Fifty Thousand Dollars (\$50,000)**, without Authority's written approval. Services provided by Consultant will be billed as specified in Exhibit B. These fees will cover all of Consultant's overhead costs, including but not limited to, office rent, long distance telephone charges, postage, payroll, and copying charges.

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

Consultant shall submit to Authority detailed invoices for all services performed and Direct Costs incurred, if any, pursuant to this Agreement. The invoices shall describe in detail the Services performed and shall list Direct Costs, milestone achievements, tasks performed or completed. Authority shall review the invoices and notify Consultant in writing (including email) within twenty (20) days of any disputed amounts.

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

### **Standard Hourly Rates Schedule for Services performed under this Agreement:**

| <u>PROFESSIONAL STAFF</u>      | <u>HOURLY RATE</u> |
|--------------------------------|--------------------|
| Senior Economist.....          | \$290.00           |
| Principal/Project Manager..... | \$290.00           |

**Fees per Exhibit B: \$90,920**

**Fees per Exhibit B Attachment B-1: \$50,000**

**TOTAL CONTRACT Services including estimated Expenses: \$140,920**

**DATE:** August 15, 2023

**TO:** Port Commission

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

**ANTICIPATED STAFF PRESENTER:** Roberto DeSantos, E.I.T., Associate AIA  
Project Engineer

**Approve a change order and increase in contingency in the amount of \$126,984.87 with DLF Two, Inc. dba DLF Texas for the Security Command and Control Center remodel and improvements project for additional painting and flooring not included in the original scope of work.**

**SUMMARY:** Staff requests approval of a change order and an increase in contingency in the amount of \$126,984.87 with DLF Two, Inc. dba DLF Texas for the Security Command and Control Center remodel and improvements project for additional painting and flooring that was not included in the original scope of work. This project change order was presented at the Security Committee Meeting on August 10, 2023 and was recommended for Commission approval.

**BACKGROUND:** In December 2022, the Port Commission awarded a construction contract to DLF Two, Inc. dba DLF Texas in the amount of \$1,875,553.10 for the remodeling of the Ruben Bonilla Center for Global Trade building. The scope of work included the following:

- *First floor:* expanding the bathrooms, hardening the storefront/lobby, hardening the exterior door/windows, removing a spiral staircase, and leveling the atrium floor.
- *Second floor:* hardening an office and remodeling to include a hallway for a secondary staircase.
- *Third floor:* adding a hallway for a secondary staircase.
- *Other:* single-ply Thermoplastic Polyolefin roofing system.

In September 2022, the PCCA was awarded grant funding by the Federal Emergency Management Agency (FEMA) through the U.S. Department of Homeland Security for the Port Security Grant Program in FY 22 (PSPG FY22). This grant award of \$1,875,553.10 includes federal funding in the amount of \$971,250 (available on a reimbursement basis, requested quarterly). PCCA is responsible for construction costs that exceed the federal awarded amount.

During construction, the air-conditioning system experienced a prolonged period of malfunction, resulting in the detachment of the wallpaper from most of the interior walls. In order to rectify this situation, it is necessary to undertake a comprehensive restoration process, which includes meticulous cleaning, taping, floating, and subsequent painting of the affected walls. Additional painting of interior walls of the second and third floors, including the

removal of wallpaper and finishings, will cost \$51,465.09.

Additionally, the original construction contract scope of work did not include floor finishes throughout the entire building, only at designated areas. A complete replacement of floor coverings throughout the entire building is highly recommended, as the incumbent carpeting exhibits substantial signs of wear and age and has surpassed its anticipated operational lifespan. Furthermore, a strategic flooring enhancement is planned for the entrance and hallways on the first, second, and third floors, wherein a new fiberglass reinforced plastic surface will be introduced to withstand the heightened foot traffic demands of these areas. Installing the new flooring of the first, second, and third floors will cost \$75,519.78.

The two change order items described above will result in a change order total of \$126,984.87. Painting and installing flooring throughout the building now will be less disruptive to building occupants than completing the needed work at a later date.

**ALTERNATIVES:** None.

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

**EMERGENCY:** No.

**FINANCIAL IMPACT:** This project is included in this year's capital budget with an allocation of \$2,100,000 in 2023. With this change order and all previous change orders combined, the total construction contract amount will be \$2,048,247.94, of which \$971,250 will be grant funded.

**STAFF RECOMMENDATION:** Staff recommends approval of a change order and an increase in contingency in the amount of \$126,984.87 with DLF Two, Inc. dba DLF Texas for the Security Command and Control Center remodel and improvements project for additional painting and flooring not included in the original scope of work.

**DEPARTMENTAL CLEARANCES:**

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

**LIST OF SUPPORTING DOCUMENTS:**

Change Order



PORTCORPUS CHRISTI®

CHANGE ORDER

Change Order No. 5

August 15, 2023

Page 1 of 2

PROJECT: Security Command and Control Center (at Power Street)
Remodel and Improvements
PROJECT NUMBER: 20-032A
CONTRACTOR: DLF TWO, Inc. dba DLF Texas

\*\*\*\*\*

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

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

Increase in Contract Amount: \$ 126,984.87
Increase in Contract Time: 68 days

\*\*\*\*\*

Awarded Construction Amount: \$ 1,875,533.10
Total Amount of Previous Change Orders: \$ 36,192.12
Amount of this Change Order: \$ 126,984.87
Revised Contract Amount: \$ 2,038,710.09

Notice to Proceed Date: February 24, 2023
Original Contract Time: 150 days
Previous Changes in Contract Time: 114 days
Calendar Days for this Change Order: 68 days
Revised Contract Time: 332 days
Required Completion Date: January 22, 2024

\*\*\*\*\*

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

Contractor

By: Roberto DeSantos
Project Engineer

By:
Name (Printed):

By: Jacob E. Morales
Chief of Design and Construction

Title:

Date:

Date:



PORT CORPUS CHRISTI®

CHANGE ORDER

Change Order No. 5

August 9, 2023

Page 2 of 2

PROJECT: Security Command and Control Center (at Power Street)
Remodel and Improvements
PROJECT NUMBER: 20-032A
CONTRACTOR: DLF TWO, Inc. dba DLF Texas

\*\*\*\*\*

- 1. Increase in contract amount and contract time to provide additional flooring on 1st floor (1330 sf), 2nd floor (3798 sf), and 3rd floor (4571 sf) not in original scope of work at the PCCA's request as specified in Exhibit A.

Increase in contract amount \$ 75,519.78
Increase in contract time 21 Days

- 2. Increase in contract amount and contract time for painting remaining interior walls not in original scope (materials & labor). This includes wallpaper removal, tape, and float, on the 2nd floor (3798 sf) and 3rd floor (4721 sf) at the PCCA's request, as specified in Exhibit A. This excludes moving, covering or rearranging of furniture.

Increase in contract amount \$ 51,465.09
Increase in contract time 47 Days

TOTAL INCREASE IN CONTRACT AMOUNT \$ 126,984.87

TOTAL INCREASE IN CONTRACT TIME 68 Days

**DATE:** August 15, 2023

**TO:** Port Commission

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

**IN COORDINATION WITH:** Brooks Lobingier  
Director of Information Systems

**Approve purchase of Projectmates Construction Program Management Software-as-a-Service from Systemates, Inc., through The Interlocal Purchasing System (TIPS) contract #230105 at a cost of \$127,308.35 for first year implementation and professional services and \$70,186.19 for second year renewal.**

**SUMMARY:** Staff is seeking Commission approval to purchase Projectmates Construction Program Management Software-as-a-Service from Systemates, Inc., using The Interlocal Purchasing System (TIPS) contract #230105, an approved government cooperative program. The cost for the first-year implementation and professional services is \$127,308.35. The cost for the second-year renewal is \$70,186.19. Selection and vetting of this software system has been in coordination with PCCA Information Technology staff.

**BACKGROUND:** The PCCA Engineering department has experienced a significant increase in projects in the past several years. These projects vary in phases of project development cycle of pre-design, design, solicitation, award, construction and close-out. These projects are being tracked and managed via various spreadsheets and an Access-based database system which has become very inefficient with the increased project workload. Additionally, the project tracking system does not provide the opportunity to easily share data and reports.

Currently the Engineering Services Department manages 52 capital and maintenance projects in various stages. As project workload has increased over the years, staff have been assessing options and systems for tracking projects, schedules, and expenditures. What staff continued to find were solutions that worked well for one phase of the project but would still require separate methods to track other phases of a project. Furthermore, other software systems based their annual pricing on a percentage of the total estimated project costs to be managed. After an extensive search, Projectmates was determined to offer the best solution.

Projectmates, a product of Systemates, Inc., is an all-in-one management software the provides a streamlined platform to manage projects throughout various phases of development. Implementing Projectmates will enhance project management efficiency, managing costs and saving time, while also allowing more visibility for staff and project

stakeholders. This system provides the ability to track budgets and costs throughout the project and follow audit trails that include version control on all documents, providing full transparency on project data in our capital and maintenance programs.

**ALTERNATIVES:** Continue utilizing inefficient manual system processes to track project schedules, expenditures, and status.

**CONFORMITY TO PORT POLICY:** This project is in alignment with the mission of the Port. The project conforms to the PCCA's Strategic Plan 2026 (Strategic Goal #5 – Fund Our Vision).

**EMERGENCY:** No.

**FINANCIAL IMPACT:** Staff included \$25,000 this year's budget for an interim solution, in addition to a \$300,000 allocation for staff augmentation to assist with this and other efforts.

**STAFF RECOMMENDATION:** Staff recommends the Port Commission approve the purchase of Projectmates Construction Program Management Software-as-a-Service from Systemates, Inc., using TIPS contract #230105 at a cost of \$127,305.35 for first year implementation and professional services, and \$70,186.19 for second year renewal.

**DEPARTMENTAL CLEARANCES:**

|                        |   |
|------------------------|---|
| Originating Department | Engineering Services  |
| Reviewed & Approved    | Sonya Lopez-Sosa<br>Jacob Morales<br>Brooks Lobingier<br>Darrel Keach |
| Legal                  | Dane Bruun  |
| Procurement            | Eduardo Belmarez  |
| Senior Staff           | Kent Britton<br>Clark Robertson<br>Jeff Pollack                       |

**LIST OF SUPPORTING DOCUMENTS:**

Projectmates pricing proposal

| Product Description   | No of Units | MSRP         | TIPS Member Discount % off MSRP | TIPS Member Price ** | Offered Price |
|---|-------------|--------------|---------------------------------|----------------------|---------------|
| <b>PM-TC:</b> Projectmates SaaS - Dedicated Private Cloud - Site License with total 40 user licenses. (Includes 10 Reporting and 2 Site Administrator licenses) per year                                      | 1.0         | \$ 45,425.00 | 10.00%                          | \$ 41,291.33         | \$ 41,291.33  |
| <b>PM-TC-Setup:</b> Initial website setup and testing, design and install portal page.  | 1.0         | \$ 5,600.00  | 10.00%                          | \$ 5,090.40          | \$ 5,090.40   |
| <b>PM-TC-Implementation:</b> Implementation program for up to 40 users: - Discovery, system configuration, proof-of-concept workshop - 100 hours of professional services. All meetings are web based.        | 1.0         | \$ 17,500.00 | 5.00%                           | \$ 16,791.25         | \$ 16,791.25  |
| <b>PM-2DOS-PU-Training:</b> Initial 2 days Power user and site administrator training (up to 10 users). All meetings are web based.   | 1.0         | \$ 7,297.50  | 5.00%                           | \$ 7,001.95          | \$ 7,001.95   |
| <b>PM-4X3HWP-EU-Training:</b> Web-based training - 4 x 3 hr. sessions (up to 15 users per session)  | 1.0         | \$ 2,730.00  | 5.00%                           | \$ 2,619.44          | \$ 2,619.44   |
| <b>PM-TC-Escalated Support:</b> Escalated support for first 2 months  | 1.0         | \$ 6,090.00  | 5.00%                           | \$ 5,843.36          | \$ 5,843.36   |
| <b>PM-ADD-10-Users:</b> Additional User Licenses (Pack of 10) per year PM-PS-Tier 1 is required, as applicable.   | 0.0         | \$ 7,245.00  | 10.00%                          | \$ 6,585.71          | \$ -          |
| <b>PM-PS-Tier 1:</b> Additional Hours - Implementation per each additional block of 10 users: 16 hours of professional services.  | 0.0         | \$ 175.00    | 5.00%                           | \$ 167.91            | \$ -          |
| <b>PM-ADD-5-Report-Users:</b> Additional Reporting User Licenses (Pack of 5) per year. Project User License Required.   | 0.0         | \$ 1,725.00  | 10.00%                          | \$ 1,568.03          | \$ -          |
| <b>PM-ADD-Site-Admin-User:</b> Additional Site Admin User License (Each) per year. Project User and Report User License Required. PM-PS-Tier 1 is required, as applicable.                                    | 0.0         | \$ 3,450.00  | 10.00%                          | \$ 3,136.05          | \$ -          |
| <b>PM-ADD-BIM/PDF:</b> BIM/CAD/PDF Markup Tool - Annual fee   | 1.0         | \$ 6,900.00  | 5.00%                           | \$ 6,620.55          | \$ 6,620.55   |
| <b>PM-ADD-AssetPlanning:</b> Asset Planning - Annual fee. PM-PS-Tier 1, 2 and/or 3 is required, as applicable.  | 0.0         | \$ 3,450.00  | 5.00%                           | \$ 3,310.28          | \$ -          |
| <b>PM-PS-Tier 1:</b> Additional Hours - Implementation for Asset Planning   | 0.0         | \$ 175.00    | 5.00%                           | \$ 167.91            | \$ -          |
| <b>PM-ADD-Instant Integration-Annual:</b> Instant Integration for Accounts Payable - Annual fee. (Separate SFTP Account required to be hosted by client) PM-PS-Tier 1, 2 and/or 3 is required, as applicable. | 0.0         | \$ 6,900.00  | 5.00%                           | \$ 6,620.55          | \$ -          |
| <b>PM-PS-Tier 1:</b> Additional Hours - Implementation for Instant Integration  | 0.0         | \$ 175.00    | 5.00%                           | \$ 167.91            | \$ -          |
| <b>PM-ADD-SSO-Annual:</b> Single Sign-On - Annual fee. PM-PS-Tier 1, 2 and/or 3 is required, as applicable.   | 1.0         | \$ 6,900.00  | 5.00%                           | \$ 6,620.55          | \$ 6,620.55   |
| <b>PM-PS-Tier 2:</b> Additional Hours - SSO Configuration   | 20.0        | \$ 225.00    | 5.00%                           | \$ 215.89            | \$ 4,317.75   |
| <b>PM-ADD-CIP-Annual:</b> Capital Planning - Annual fee. PM-PS-Tier 1, 2 and/or 3 is required, as applicable.   | 0.0         | \$ 6,900.00  | 5.00%                           | \$ 6,620.55          | \$ -          |
| <b>PM-PS-Tier 1:</b> Additional Hours - Implementation for Capital Planning   | 0.0         | \$ 175.00    | 5.00%                           | \$ 167.91            | \$ -          |
| <b>PM-ADD-DocuSign-Annual:</b> DocuSign Integration (need separate DocuSign api account)- Annual fee  | 0.0         | \$ 1,150.00  | 5.00%                           | \$ 1,103.43          | \$ -          |
| <b>PM-PS-Tier 1:</b> Additional Hours - Setup for DocuSign  | 0.0         | \$ 175.00    | 5.00%                           | \$ 167.91            | \$ -          |
| <b>BI Integration Annual</b> (need separate BI account) - Annual fee. PM-PS-Tier 1, 2 and/or 3 is required, as applicable.  | 0.0         | \$ 6,210.00  | 5.00%                           | \$ 5,958.50          | \$ -          |
| <b>PM-PS-Tier 2:</b> Additional Hours - Setup and implementation for BI Integration   | 0.0         | \$ 225.00    | 5.00%                           | \$ 215.89            | \$ -          |
| <b>PM-ADD-API-Annual:</b> Projectmates API - Annual fee. PM-PS-Tier 1, 2 and/or 3 is required, as applicable.   | 1.0         | \$ 11,500.00 | 5.00%                           | \$ 11,034.25         | \$ 11,034.25  |
| <b>PM-PS-Tier 2:</b> Hours for setup and implementation for API. Includes sandbox server for 1 year   | 65.0        | \$ 225.00    | 5.00%                           | \$ 215.89            | \$ 14,032.69  |
| <b>PM-PS-Tier 1:</b> Annual fee for ESRI Toolkit  | 17.0        | \$ 175.00    | 5.00%                           | \$ 167.91            | \$ 2,854.51   |
| <b>PM-PS-Tier 1:</b> Additional Hours (ESRI One Time Setup)   | 19.0        | \$ 175.00    | 5.00%                           | \$ 167.91            | \$ 3,190.34   |
| <b>PM-PS-Tier 2:</b> Additional Hours (Additional reports, integration support, advanced configuration, API support, etc.)  | 0.0         | \$ 225.00    | 5.00%                           | \$ 215.89            | \$ -          |
| <b>PM-PS-Tier 3:</b> Additional Hours (Supervision, configuration review, program deployment, etc.)   | 0.0         | \$ 290.00    | 5.00%                           | \$ 278.26            | \$ -          |

Totals \$ 168,296,742.50 \$ 127,308.35

1st Year - Due at the time of signing  
Total Offered Price  
\$ 127,308

**Recurring Cost Years 2 and Beyond**

Annual Service Fee (based on total User count at time of renewal) \$ 68,421.19  
Annual Review & Training (5% discount figured into pricing shown) \$ 1,765.00

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Total \$ 70,186.19

**\*\* TIPS Member Price is calculated as the discounted amount plus TIPS Fee.**

Note: The information contained in this message and any attachments is intended only for the use of the individual or entity to which it is addressed, and may contain information that is PRIVILEGED, CONFIDENTIAL. Prices are valid for 30 days and subject to change without notice.

**DATE:** August 15, 2023  
**TO:** Port Commission  
**FROM:** Kent Britton, Chief Financial Officer  
[kbritton@pocca.com](mailto:kbritton@pocca.com)  
(361) 885-6114

**Approve a Resolution amending the Port of Corpus Christi’s (“PCCA”) Authorized Representatives with TexPool Participant Services (“TexPool”)**

**SUMMARY:** Staff seeks Port Commission approval of a Resolution that will amend the PCCA Staff that are authorized to transact business on behalf of PCCA with TexPool, adding Marie-Eve Reyes, the PCCA Director of Accounting. The PCCA Investment Policy (“Policy”) names three positions as Authorized Investment Officers – CFO, Director of Finance, and Financial Controller. In 2022 the Financial Controller Position was renamed Director of Accounting, and the Port hired Ms. Reyes. The Policy also requires the Investment Officers to have the requisite training in the Texas Public Fund Investment Act (“Act”) before being given that responsibility, which Ms. Reyes completed in June. She is now qualified to act in the capacity of an Authorized Representative to TexPool.

**BACKGROUND:** Section 2256.005(e) of the Act requires review and approval of the Policy at least annually. The Commission approved the Policy currently in effect at its meeting on December 13, 2022. Within the Policy, as required by Section 2256.005(f) of the Act, PCCA designates its Investment Officers, and so designated the CFO, the Director of Finance and the Financial Controller.

Organized in 1989, TexPool is the largest and oldest local government investment pool in the State of Texas. Overseen by the Texas Comptroller of Public Accounts, TexPool currently provides investment services to over 2,750 communities throughout Texas, managing a liquid and conservatively managed investment fund. The Port uses Texpool as a low-risk investment vehicle for funds that it wishes to remain liquid. Funds held in Texpool can be transferred back to the Port’s Operating Account within one day.

The CFO and Director of Finance are already Designated Representatives with TexPool through a Resolution approved by the Commission on December 10, 2019.

**ALTERNATIVES:** Not approve, which leaves the Port with insufficient backup for TexPool transactions.

**CONFORMITY TO PORT POLICY:** The project conforms to the adopted PCCA Strategic Plan (Strategic Goal #5 – Fund Our Vision).

**EMERGENCY:** No

**FINANCIAL IMPACT:** N/A

**STAFF RECOMMENDATION:** Staff recommends approval of a Resolution adding Marie-Eve Reyes, PCCA Director of Accounting, to the list of PCCA Authorized Representatives with TexPool.

**DEPARTMENTAL CLEARANCES:**

Originating Department      Chief Financial Officer

Legal                                  Jimmy Welder

**LIST OF SUPPORTING DOCUMENTS:**

Texpool Resolution Amending Authorized Representatives Aug 2023



# Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

**\* Required Fields**

## 1. Resolution

**WHEREAS,**

Port of Corpus Christi Authority | 7 9 3 2 6  
Participant Name\* | Location Number\*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

**WHEREAS,** it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

**WHEREAS,** the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

**NOW THEREFORE,** be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Kent A. Britton | Chief Financial Officer & Interim Chief Executive Officer  
Name | Title  
3 6 1 8 8 5 6 1 1 4 | 3 6 1 8 8 2 7 1 1 0 | kbritton@pocca.com  
Phone | Fax | Email  
Kent A. Britton  
Signature
2. Cindy Bertolami | Director of Finance  
Name | Title  
3 6 1 8 8 5 6 1 3 7 | 3 6 1 8 8 2 7 1 1 0 | cbertolami@pocca.com  
Phone | Fax | Email  
Cindy Bertolami  
Signature
3. Marie-Eve Reyes | Director of Accounting  
Name | Title  
3 6 1 8 8 5 6 6 9 1 | 3 6 1 8 8 2 7 1 1 0 | mreyes@pocca.com  
Phone | Fax | Email  
Marie-Eve Reyes  
Signature





**DATE:** August 15, 2023

**TO:** Port Commission

**FROM:** Jesse Robinson, Senior Logistics Manager  
[jerobinson@pocca.com](mailto:jerobinson@pocca.com)  
 (361) 885-6198

**Approve purchase of additional hardware and licenses for in-vehicle camera systems, equipment tracking, and vehicle telematics with Samsara, Inc. through Sourcewell contract #020221-SAM for \$41,670.20.**

**SUMMARY:** Staff is seeking Commission approval to purchase additional hardware and licenses with Samsara, Inc. through Sourcewell contract #020221-SAM. The hardware and licenses are for video-based safety & artificial intelligence dash cameras, vehicle telematics, GPS fleet and equipment tracking, and fuel management solutions.

**BACKGROUND:** In February 2023, Commission approved a 36-month licensing agreement with Samsara, Inc. to provide in-vehicle camera system, equipment tracking, and vehicle telematics. This technology has proven to be valuable at the Port and it has been determined additional equipment is needed. The additional equipment will provide more visibility to PCCA asset diagnostics, giving the ability to perform more preventative versus reactive maintenance, ultimately reducing unplanned downtime. The additional in-vehicle cameras are for projected vehicles purchases through 2025.

**ALTERNATIVES:** None

**CONFORMITY TO PORT POLICY:** Conforms to Strategic Goal #4 – Be an Environmental Leader

**EMERGENCY:** No

**FINANCIAL IMPACT:**

| Risk Management Additional Annual Costs   |                 | Maintenance Additional Annual Costs       |                    |
|---|-----------------|---|--------------------|
| Year 1 Subscription Additional + shipping | \$5,219         | Year 1 Subscription Additional + shipping | \$11,554           |
| Year 2 Subscription Additional            | \$5,184         | Year 2 Subscription Additional            | \$11,414           |
| Year 3 Subscription Additional            | \$2,592         | Year 3 Subscription Additional            | \$5,707.20         |
| <b>TOTAL</b>                              | <b>\$12,995</b> | <b>TOTAL</b>                              | <b>\$28,675.20</b> |



**STAFF RECOMMENDATION:** Staff recommends approval of the hardware and licensing agreement for in-vehicle camera systems, equipment tracking, and vehicle telematics with Samsara, Inc. through Sourcewell contract #020221-SAM for \$41,670.20.

**DEPARTMENTAL CLEARANCES:**

|                        |                                   |
|------------------------|-----------------------------------|
| Originating Department | Maintenance                       |
| Reviewed & Approved    | Tony MacDonald<br>Cindy Bertolami |
| Legal                  | Dane Bruun                        |
| Executive Staff        | Kent Britton                      |

**LIST OF SUPPORTING DOCUMENTS:** Samsara, Inc. Quotes





Samsara Inc  
 1 De Haro Street  
 San Francisco, CA 94107  
 www.samsara.com

**QUOTE #Q-946538**

**Issued 08-08-2023**

**Expires 08-30-2023**

**Prepared For:**

Port of Corpus Christi  
 PO Box 1541  
 Corpus Christi, Texas  
 78403

**Sourcewell Contract #: 020221-SAM**

**Quote Summary**

**Subtotal**

Hardware and Accessories

\$0.00

**Licenses**

License Term – 30  
 Months

Shipping and Handling \$35.00

Upfront Hardware Sales Tax \$0.00

Annual License Sales Tax \$0.00

**First Year Payment \$5,219.00**

**Payments Beginning Year Two \$5,184.00**

**Year 3 (6 Months) \$2,592.00**

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.  
 If Sales tax is "Pending" – Final amount will be provided prior to payment  
 \*3% processing fee charged on credit card transactions (fee waived for ACH (credit or debit), check, or wire)  
 \*Sales tax subject to change



Samsara Inc  
1 De Haro Street  
San Francisco, CA 94107  
www.samsara.com

**SHIP TO Allen Cooper**  
824 E Navigation Blvd  
Corpus Christi, Texas, 78402-1904  
United States

| Hardware and Accessories                      | Quantity | Net Unit Price | Total Price |
|---|----------|----------------|-------------|
| Dual-facing dash-camera, series 3.<br>HW-CM32 | 12       | \$0.00         | \$0.00      |
|   |          | Hardware Due   | \$0.00      |

| Licenses                                      | Quantity | Annual Unit Price  | Total Annual Price |
|---|----------|--------------------|--------------------|
| License for Dual-Facing Camera<br>LIC-CM2-ENT | 12       | \$432.00           | \$5,184.00         |
|   |          | Annual License Due | \$5,184.00         |



Samsara Inc  
1 De Haro Street  
San Francisco, CA 94107  
www.samsara.com

## **Thank you for considering Samsara for your fleet.**

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

### **What is included?**

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.



Samsara Inc  
1 De Haro Street  
San Francisco, CA 94107  
www.samsara.com

## Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually and, if applicable, a one-time Hardware cost to be paid annually (Net-30). The annual fees are payable by recurring transfer. All transfers are subject to a 3% processing fee, unless the transfer is done via ACH (credit or debit), check, or wire, in which case the 3% processing fee will be waived. Late payments are subject to 1.5% per month late fee. If license payments are delinquent by 60 days, Samsara may suspend the Service until late payments are remitted.

## License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

## Support and Warranty

Samsara stands behind its Products. Hardware Products that require a valid license to function come with a warranty that lasts as long as you maintain a valid license for such Hardware. All other Hardware Products, such as accessories, come with a one-year warranty, unless otherwise specified on the relevant Samsara data sheet. During the warranty period, Hardware exhibiting material defects will be replaced pursuant to our Hardware Warranty & RMA policy at [www.samsara.com/support/hardware-warranty](http://www.samsara.com/support/hardware-warranty). Additional support information can be found at [www.samsara.com/support](http://www.samsara.com/support).

## Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's terms of service found at <https://www.samsara.com/terms-of-service>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to this Order Form, in which case such separate terms of service agreement shall govern (the "Terms of



Samsara Inc  
1 De Haro Street  
San Francisco, CA 94107  
www.samsara.com

Service”). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. You further agree that any other Order Forms you enter into for the purchase of Products shall also be governed by the Terms of Service unless otherwise set forth in the applicable Order Form. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under this Order Form shall not apply to any such other Order Forms.

The continuation of this Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the Order Form for Customer’s then-subsequent fiscal year, Customer may terminate this Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates this Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.



Samsara Inc  
1 De Haro Street  
San Francisco, CA 94107  
www.samsara.com

### Notification of Confidentiality

Except as legally required under applicable public records request laws, provided that you use reasonable efforts to provide Samsara with advance notice of any such disclosure, you agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein. Please confirm acceptance of this Order Form by signing below:

**Signature:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Title:** \_\_\_\_\_



Samsara Inc  
1 De Haro Street  
San Francisco, CA 94107  
[www.samsara.com](http://www.samsara.com)

## Parties



Samsara Inc  
 1 De Haro Street  
 San Francisco, CA 94107  
 www.samsara.com

**QUOTE #Q-946405**

**Issued 08-08-2023**

**Expires 08-30-2023**

**Prepared For:**

Port of Corpus Christi  
 PO Box 1541  
 Corpus Christi, Texas  
 78403

**Sourcewell Contract #: 020221-SAM**

**Quote Summary**

**Subtotal**

Hardware and Accessories

\$0.00

**Licenses**

License Term – 30  
 Months

Shipping and Handling \$140.00

Upfront Hardware Sales Tax \$0.00

Annual License Sales Tax \$0.00

**First Year Payment \$11,554.00**

**Payments Beginning Year Two \$11,414.00**

**Year 3 (6 Months) \$5,707.20**

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.  
 If Sales tax is "Pending" – Final amount will be provided prior to payment  
 \*3% processing fee charged on credit card transactions (fee waived for ACH (credit or debit), check, or wire)  
 \*Sales tax subject to change



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 1 De Haro Street  
 San Francisco, CA 94107  
 www.samsara.com

**SHIP TO Allen Cooper**  
**824 E Navigation Blvd**  
**Corpus Christi, Texas, 78402-1904**  
**United States**

| Hardware and Accessories  | Quantity | Net Unit Price | Total Price |
|---|----------|----------------|-------------|
| AG52 Powered Asset Gateway<br>HW-AG52                                   | 40       | \$0.00         | \$0.00      |
| CBL-AG-BPWR<br>CBL-AG-BPWR  | 40       | \$0.00         | \$0.00      |
| Enhanced VG Series J1939 or J1708 (9-pin)<br>CBL-VG-CJ1939              | 35       | \$0.00         | \$0.00      |
| VG54 Aux Cable<br>CBL-VG-CAUX   | 30       | \$0.00         | \$0.00      |
| Enhanced VG Series OBDII J1962 L-mount cable<br>CBL-VG-COBDII-Y1        | 20       | \$0.00         | \$0.00      |
| Vehicle IoT Gateway, model VG54, for Heavy Duty Vehicles<br>HW-VG54-NAH | 15       | \$0.00         | \$0.00      |
| Vehicle IoT Gateway, model VG54<br>HW-VG54-NA                           | 15       | \$0.00         | \$0.00      |
|   |          | Hardware Due   | \$0.00      |

| Licenses  | Quantity | Annual Unit Price  | Total Annual Price |
|---|----------|--------------------|--------------------|
| License for Basic Powered Asset Tracker<br>LIC-AG-PWR-BASIC                     | 40       | \$121.55           | \$4,862.00         |
| License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD<br>LIC-VG-PS | 30       | \$218.40           | \$6,552.00         |
|   |          | Annual License Due | \$11,414.00        |



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San Francisco, CA 94107  
www.samsara.com

## **Thank you for considering Samsara for your fleet.**

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### **What is included?**

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- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.



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San Francisco, CA 94107  
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## License Term

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## Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's terms of service found at <https://www.samsara.com/terms-of-service>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to this Order Form, in which case such separate terms of service agreement shall govern (the "Terms of



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1 De Haro Street  
San Francisco, CA 94107  
www.samsara.com

Service”). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. You further agree that any other Order Forms you enter into for the purchase of Products shall also be governed by the Terms of Service unless otherwise set forth in the applicable Order Form. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under this Order Form shall not apply to any such other Order Forms.

The continuation of this Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the Order Form for Customer’s then-subsequent fiscal year, Customer may terminate this Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates this Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.



Samsara Inc  
1 De Haro Street  
San Francisco, CA 94107  
www.samsara.com

## Notification of Confidentiality

Except as legally required under applicable public records request laws, provided that you use reasonable efforts to provide Samsara with advance notice of any such disclosure, you agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein. Please confirm acceptance of this Order Form by signing below:

**Signature:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Title:** \_\_\_\_\_



**DATE:** August 15, 2023

**TO:** Port Commission

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

**Approve a purchase contract with Motorola Solutions in the amount of \$64,456.40 using DIR Contract # TX-DIR-TSO-4101 to upgrade PCCA’s Police Department Body Worn Camera (BWC) system to the current supported model.**

**SUMMARY:** Staff is requesting approval of a purchase contract with Motorola Solutions in the amount of \$64,456.40 utilizing DIR Contract # TX-DIR-TSO-4101 to purchase the equipment and subscription services to replace all existing body worn cameras that have become end of life for the Port PD law enforcement officers. The Body Worn Camera model currently in use has been deemed end of life and is no longer being supported. The purchase contract includes all necessary hardware and 3 years of subscription fees to the recording software. Motorola Solutions services include Year 1 Hardware, Accessories, Implementation, and Subscription (\$59,012.13), Year 2 Subscription (\$2,722.13), and Year 3 Subscription (\$2,722.13).

**BACKGROUND:** The existing body worn cameras are end of life and will no longer be supported. The new version will require updated peripheral devices as well. Currently PCCA PD officers need the updated BWCs for their safety and evidence gathering as the existing models are no longer supported by the manufacturer. The Information Technology Department has verified this new model is compatible with the Port’s existing Watchguard video recording system.

**ALTERNATIVES:** Continue to use the existing body worn cameras and replace them as they fail with the newer models. This would require having multiple docking and transfer stations to accommodate the older and newer models.

**CONFORMITY TO PORT POLICY:** PCCA Strategic Goal – Provide Facilities & Services to Meet Customer Needs.

**EMERGENCY:** N/A



**FINANCIAL IMPACT:** This item was not included in the 2023 budget.

**STAFF RECOMMENDATION:** Staff recommends approval of a purchase contract with Motorola Solutions to purchase updated body worn cameras in the amount of \$64,456.40 utilizing DIR Contract # TX-DIR-TSO-4101 to replace existing end of life model.

**DEPARTMENTAL CLEARANCES:**

|                        |                                    |
|------------------------|------------------------------------|
| Originating Department | Information Technology/Port PD     |
| Reviewed By            | Brooks Lobingier<br>Mark Gutierrez |
| Legal                  | Dane Bruun                         |
| Executive Staff        | Clark Robertson<br>Kent Britton    |

**LIST OF SUPPORTING DOCUMENTS:**

Motorola Quote 2250225



## PORT OF CORPUS CHRISTI AUTHORITY

(32) V700 (ATT FIRSTNET) on existing EL5

07/28/2023

Billing Address:  
PORT OF CORPUS CHRISTI  
AUTHORITY  
PO BOX 1541  
CORPUS CHRISTI, TX 78403  
US

Quote Date:07/28/2023  
Expiration Date:10/26/2023  
Quote Created By:  
Kevin Lamel  
Kevin.Lamel@  
motorolasolutions.com

End Customer:  
PORT OF CORPUS CHRISTI  
AUTHORITY  
Stephen Wendt  
swendt@pocca.com  
+1.361.882.5633

Contract: 22918 - TX DIR TSO-4101  
Payment Terms:30 NET

| Line # | Item Number   | Description  | Qty | Term   | List Price | Sale Price | Ext. Sale Price |
|--------|---------------|--|-----|--------|------------|------------|-----------------|
|        | V700          |  |     |        |            |            |                 |
| 1      | WGB-0741A     | V700 BODY WORN<br>CAMERA FIRSTNET<br>READY                                 | 32  |        | \$1,612.50 | \$1,290.00 | \$41,280.00     |
| 2      | WGB-0138A     | V300 TRANSFER STATION<br>II  | 1   |        | \$1,868.75 | \$1,495.00 | \$1,495.00      |
| 3      | WGA00640-KIT1 | V300, USB DOCK, D300,<br>DESK CHGR/UPLD KIT                                | 12  |        | \$250.00   | \$200.00   | \$2,400.00      |
| 4      | WGP02798-KIT  | V700 MAGNETIC MOUNT<br>WITH BWC BOX  | 32  |        | Included   | Included   | Included        |
| 5      | SWV07S03593A  | SOFTWARE<br>ENHANCEMENTS   | 32  | 3 YEAR | Included   | Included   | Included        |
| 6      | LSV07S03512A  | ESSENTIAL SERVICE<br>WITH ACCIDENTAL<br>DAMAGE AND ADVANCED<br>REPLACEMENT | 32  | 3 YEAR | \$319.00   | \$255.20   | \$8,166.40      |

VideoManager EL & EX:  
Video Evidence  
Management



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

| Line # | Item Number  | Description  | Qty | Term   | List Price | Sale Price | Ext. Sale Price |
|--------|--------------|--|-----|--------|------------|------------|-----------------|
| 7      | WGP02400-520 | VIDEOMANAGER EL,<br>VISTA/V300 ANNUAL<br>DEVICE LICENSE &<br>SUPPORT FEE | 32  | 1 YEAR | \$243.75   | \$195.00   | \$6,240.00      |
| 8      | WGA00635-KIT | V300, WIFI DOCK, D330<br>VHCL CHGR/UPLD KIT                              | 15  |        | \$406.25   | \$325.00   | \$4,875.00      |

**Grand Total** **\$64,456.40(USD)**

### Pricing Summary

|  | List Price         | Sale Price         |
|--|--------------------|--------------------|
| Upfront Costs for Hardware, Accessories and Implementation<br>(if applicable), plus Subscription Fee | \$73,765.17        | \$59,012.13        |
| Year 2 Subscription Fee  | \$3,402.67         | \$2,722.13         |
| Year 3 Subscription Fee  | \$3,402.67         | \$2,722.13         |
| <b>Grand Total System Price</b>  | <b>\$80,570.50</b> | <b>\$64,456.40</b> |

### Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



## VIDEOMANAGER EL SOLUTION DESCRIPTION

VideoManager EL simplifies evidence management, automates data maintenance, and facilitates management of your department's devices.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely.

The optional SmartControl and SmartConnect smart device applications support live video streaming from body-worn cameras, allowing personnel to view footage captured by the cameras in the app.

### VIDEO EVIDENCE MANAGEMENT

VideoManager EL delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL makes evidence management as efficient as possible. With VideoManager EL, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

#### **Simplified Evidence Review**

VideoManager EL makes evidence review easier by allowing you to upload captured video and audio from your in-field devices, sharing important information that groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. Incidents recorded from several devices can be found easily and viewed at the same time, eliminating the task of reviewing irrelevant footage.

Its built-in media player includes a visual display of incident data, allowing you to view moments of interest, such as when lights, sirens, or brakes were activated during the event timeline, status of cameras and microphones, and patrol speed graph.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, drawings, and applicable external files can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in VideoManager EL.

#### **Easy Evidence Sharing**

VideoManager EL empowers you to easily share information in the evidence review or judiciary sharing process by exporting evidence data. It is capable of searching for data using various criteria, including import, export, playback, download, share, and modification dates, allowing users to quickly find relevant evidence.

#### **Automatic Data Maintenance**

VideoManager EL lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on any basis, based on how you want to configure the system.



Security groups and permissions are easily set up in VideoManager EL, allowing you to grant individuals access to evidence on an as-needed basis.

### **Integration with In-Car and Body-Worn Cameras**

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

### **Optional Live Video Streaming**

VideoManager EL integrates with SmartControl, an optional mobile application for Android and iOS that allows officers to review video evidence from their smartphone or tablet while they're still in the field.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

## **DEVICE MANAGEMENT**

Agencies using VideoManager EL can assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled or assigned device system. VideoManager EL also enables devices to be quickly exchanged between officers during shift changes. This minimizes the number of devices needed for your fleet.

### **Device Tracking**

You can easily manage, configure, and deploy your in-car and body-worn cameras in VideoManager EL. Devices can be assigned to personnel within VideoManager EL and tracked, helping agencies keep track of which users have specific devices.

### **Faster Shift Changes**

VideoManager EL's Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.



Devices can also be configured to remember individual preference settings for each user, including haptic and audible alert volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL also enable you to configure devices to operate in alignment



## VIDEO EVIDENCE STATEMENT OF WORK

### Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work (“SOW”) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (“Motorola”) system as presented in this offer to the Customer (hereinafter referred to as “Customer”). For the purposes of this SOW, Motorola may include our affiliates, subcontractors, and third-party partners, as the case may be.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with direct network access sufficient to enable Motorola to fulfill its delivery obligations.

The number and type of software or subscription licenses, products, or services provided by or on behalf of Motorola are specifically listed in the Agreement and any reference within this SOW, as well as subcontractors’ SOWs (if applicable), does not imply or convey a software or subscription license or service that is not explicitly listed in the Agreement.

### AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following execution of the Agreement.

Following the conclusion of the Welcome/IT Call, Motorola project personnel will communicate additional project information via email, phone call, or additional ad-hoc meetings.

Motorola utilizes Google Meet as its teleconference tool. If Customer desires a different teleconference tool, Customer may provide a mutually agreeable alternate tool at Customer expense.

### PROJECT MANAGEMENT TERMS

The following project management terms are used in this SOW. Since these terms may be used differently in other settings, these definitions are provided for clarity.

**Deployment Date(s)** refers to any date or range of dates when implementation, configuration, and training will occur. The deployment date(s) is subject to change based on equipment or resource availability and Customer readiness.

### COMPLETION CRITERIA

Motorola Integration Services are complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in the deployment checklist. Certain Customer tasks, such as hardware installation activities identified in Section 1.9 of this SOW, must be completed prior to Motorola commencing with its delivery obligations. Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five business days of task completion or receipt of a deliverable, whichever may be applicable.



Service completion will be acknowledged in accordance with the terms of the Agreement and the Service Completion Date will be memorialized by Motorola and Customer in a writing signed by both parties.

## PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

### MOTOROLA PROJECT ROLES AND RESPONSIBILITIES

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote method in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project at the discretion of and under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

#### Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for Motorola. The Project Manager's responsibilities include the following:

- Host the Welcome/IT Call.
- Manage the Motorola responsibilities related to the delivery of the project.
- Coordinate schedules of the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

#### System Technologists

The Motorola System Technologists (ST) will work with the Customer project team on system provisioning. ST responsibilities include the following:

- Provide consultation services to the Customer regarding the provisioning and operation of the Motorola system.
- Provide provisioning and training to the Customer to set up and maintain the system.
- Complete the provisioning ownership handoff to the Customer.



- Complete the project-defined tasks as defined in this SOW.
- Confirmation that the delivered technical elements meet contracted requirements.
- Engagement throughout the duration of the delivery.

### **Technical Trainer / Instructor**

The Motorola Technical Trainer / Instructor provides training either on-site or remote (virtual) depending on the training topic and deployment type purchased. Responsibilities include:

- Review the role of the Learning eXperience Portal (“LXP”) in the delivery and provide Customer Username and Access Information.

## **CUSTOMER PROJECT ROLES AND RESPONSIBILITIES OVERVIEW**

The success of the project is dependent on early assignment of key Customer resources. In many cases, the Customer will provide project roles that correspond with Motorola’s project roles. It is critical that these resources are empowered to make decisions based on the Customer’s operational and administration needs. The Customer’s project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The project team must be committed to participate in activities for a successful implementation. In the event the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

### **Project Manager**

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third-party vendors that are the Customer’s subcontractors. In the event the project involves multiple locations, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager’s responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements in this SOW and identified in the Welcome/IT Call.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Approve a deployment date offered by Motorola.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors’ readiness ahead of the deployment date.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for the system and one or more representative(s) from the IT department.



- Identify the resource with authority to formally acknowledge and approve change orders, completion of work, and payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Point of contact to work with the Motorola System Technologists to facilitate the training plan.

### **IT Support Team**

The IT Support Team (or Customer designee) manages the technical efforts and ongoing tasks and activities of their system. Manage the Customer-owned provisioning maintenance and provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

The IT Support Team responsibilities include the following:

- Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
- Participate with the Customer subject matter experts during the provisioning process and training.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.
- Implement changes to Customer owned and maintained infrastructure in support of the Evidence Management System installation.

### **Subject Matter Experts**

The Subject Matter Experts (SME or Super Users) are the core group of users involved with delivery analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and department policies related to the Evidence Management System.

### **General Customer Responsibilities**

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third-party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, camera equipment and the like.
- Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project.
- Communication between Motorola and Customer's third-party vendors, as required, to enable Motorola to perform its duties.



- Active participation of Customer SMEs in project delivery meetings and working sessions during the course of the project. Customer SMEs will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

## PROJECT PLANNING

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, and set the foundation for a successful implementation.

### WELCOME/IT CALL - TELECONFERENCE/WEB MEETING

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The agenda will include the following:

- Review the Agreement documents.
- Review project delivery requirements as described in this SOW.
- Provide shipping information for all purchased equipment.
- Discuss deployment date activities.
- Provide assigned technician information.
- Review IT questionnaire and customer infrastructure.
- Discuss which tasks will be conducted by Motorola resources.
- Discuss Customer involvement in provisioning and data gathering to confirm understanding of the scope and required time commitments.
- Review the initial project tasks and incorporate Customer feedback.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards.
- Review the On-line Training system role in project delivery and provide Customer User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss Customer obligation to manage change among the stakeholder and user communities.
- Review deployment completion criteria and the process for transitioning to support.

### Motorola Responsibilities

- Host Welcome/IT Call.
- Request the attendance of any additional Customer resources that are instrumental in the project's success, as needed.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Provide Customers with steps to follow to register for Online Training.
- Request user information required to establish the Customer in the LXP.



### Customer Responsibilities

Complete the Online Training registration form and provide it to Motorola within ten business days of the Project Planning Session.

- Review the received (as part of order) and completed IT questionnaire.
- Provide a customer point of contact for the project.
- Provide data for completing the policy validation form.
- Provide LXP user information as requested by Motorola.
- Verify Customer Administrator(s) have access to the LXP.

### Motorola Deliverables

- Welcome Call presentation and key meeting notes
- Send an email confirming deployment date and ST assigned email
- Communicate with the Customer via email confirming shipment and tracking information.
- Instruct the Customer on How to Register for Training email.
- Provide and review the Training Plan.

## SOLUTION PROVISIONING

Solution provisioning includes the configuration of user configurable parameters (unit names, personnel, and status codes). The system will be provisioned using Motorola standard provisioning parameters and will incorporate Customer-specific provisioning.

### IN-CAR VIDEO PROVISIONING SCENARIO

If in-car video is a part of the system, the Motorola Application Specialist will complete the following provisioning tasks.

#### Motorola Responsibilities

- Conduct a remote review of the standard provisioning database with the Customer prior to the start of provisioning.
- Provide and review the Provisioning Export Worksheets with the Customer.
- Conduct a conference call with the Customer to review the completeness of the Provisioning Export Worksheets prior to the start of provisioning.

### BODY WORN CAMERA PROVISIONING SCENARIO

If body worn cameras are a part of the system, the provisioning of the in-car system will generally follow the completion of the base in-car video provisioning.

#### Motorola Responsibilities

Configure transfer stations for connectivity to the evidence management server.

- Configure devices within the evidence management system.
- Check out devices and create a test recording.



- Verify successful upload from devices after docking back into the transfer station or USB dock.

## INFRASTRUCTURE VALIDATION

Hardware will be installed on the network to facilitate provisioning, testing, and will be used to provide instruction to Customer personnel after the complete software installation.

### Motorola Responsibilities

- Verify that the server is properly racked and connected to the network.
- Verify that access points are properly installed and connected to the network.
- Verify that transfer stations are connected to the network and configured.

### Customer Responsibilities

- Verify that the server network has access to the internet for software installation and updates.
- Verify that the network routing is correct for the transfer stations and access points to communicate with the server.
- Verify that the client computers can access the server on the required ports.

## HARDWARE INSTALLATION

Physical installation of hardware (i.e. servers, cameras, Access Points, WiFi docs, etc.) is not included in the standard scope of the solution. If a custom quote for installations is included in this purchase, Motorola will manage the subcontractor and their deliverables as part of this SOW. Customers who perform or procure their own installations assume all installation responsibilities including cost, oversight and risk.

## SYSTEM TRAINING

Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content. Self-paced online training courses, additional live training, documentation, and resources can be accessed and registered for on the Motorola's LXP.

### ONLINE TRAINING

Online training is made available to the Customer via Motorola's LXP. This subscription service provides the Customer with continual access to our library of online learning content and allows users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient.

A list of available online training courses can be found in the Training Plan.

### Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.



- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content.
- Monitor the Learning Subscription server. Provide support for server incidents.

### **Customer Responsibilities**

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: LXP Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002), and LXP Group Administrator Overview (LXP0003)
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Order and maintain subscriptions to access Motorola's LXP.
- Contact Motorola Solutions to engage Technical Support when needed.

### **Motorola Deliverables**

- LXP Enable

## **INSTRUCTOR-LED TRAINING (ONSITE AND REMOTE)**

A list of Instructor-Led and Virtual Instructor-Led courses can be found in the Training Plan.

### **Motorola Responsibilities**

- Deliver User Guides and training materials in electronic .PDF format.
- Perform training in accordance with the Training Plan.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

### **Customer Responsibilities**

- Supply classrooms with a workstation for the instructor (if Onsite) and at least one workstation for every student based on the requirements listed in the Training Plan.
- Designate training representatives who will work with the Motorola trainers in the delivery of training.
- Conduct end user training in accordance with the Project Schedule.

### **Motorola Deliverables**

- Electronic versions of User Guides and training materials.
- Attendance Rosters.
- Technical Training Catalog.

## **FUNCTIONAL VALIDATION AND PROJECT CLOSURE**



The objective of Functional Validation is to demonstrate the features and functions of the system in the Customer's provisioned environment. The functional demonstration may not exercise all functions of the system, if identified as not being applicable to the Customer's operations or for which the system has not been provisioned. The functional demonstration is a critical activity that must occur following the completion of provisioning.

### **Motorola Responsibilities**

- Conduct a power on functional demonstration of the installed system per the deployment checklist
- Manage to resolution any documented punch list items noted on the deployment checklist.
- Provide trip report outlining all activities completed during the installation as well as outstanding follow up items
- Provide an overview of the support process and how to request support.
- Walk through support resources, web ticket entry and escalation procedures.
- Provide a customer survey upon closure of the project.

### **Customer Responsibilities**

- Witness the functional demonstration and acknowledge its completion via signature on the deployment checklist.
- Participate in prioritizing the punch list.
- Coordinate and manage Customer action as noted in the punch list.
- Provide signatory approval on the deployment checklist providing Motorola with final acceptance.
- Complete Customer Survey.



| <b>Purchase Order Checklist</b>   |  |
|---|--|
| <b>Marked as PO/ Contract/ Notice to Proceed on Company Letterhead<br/>(PO will not be processed without this)</b>                  |  |
| <b>PO Number/ Contract Number</b>   |  |
| <b>PO Date</b>  |  |
| <b>Vendor = Motorola Solutions, Inc.</b>  |  |
| <b>Payment (Billing) Terms/ State Contract Number</b>   |  |
| <b>Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name</b>  |  |
| <b>Bill-To Address</b>  |  |
| <b>Ship-To Address (If we are shipping to a MR location, it must be documented on PO)</b>   |  |
| <b>Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )</b> |  |
| <b>PO Amount must be equal to or greater than Order Total</b>   |  |
| <b>Non-Editable Format (Word/ Excel templates cannot be accepted)</b>   |  |
| <b>Bill To Contact Name &amp; Phone # and EMAIL for customer accounts payable dept</b>  |  |
| <b>Ship To Contact Name &amp; Phone #</b>   |  |
| <b>Tax Exemption Status</b>   |  |
| <b>Signatures (As required)</b>   |  |

## V700 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V700 body-worn camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review. The V700 can stream live video and report real time GPS location through a built-in LTE modem, directly to the suite of CommandCentral applications.

The V700 is easy to operate, with four control buttons. Its innate Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats versus manually activating their camera.



### 1.1. KEY FEATURES OF THE V700

- **Detachable Battery** – The V700's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. Since the battery charges without being attached to the V700, the battery is kept fully charged in the dock ready for use. This feature is especially helpful for agencies that share body-worn cameras with multiple officers.
- **Wireless Uploading** – Recordings made by the V700 are uploaded to the agency's evidence management system via LTE. Upload over WiFi will be available soon. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Real-time Location and Video Streaming** – With built-in LTE connectivity, the V700 paired with CommandCentral Aware will send location updates and stream live video to a dispatch center or Real Time Crime Center (RTCC) giving the agency a complete and accurate view of their officers for better coordination and quicker response times.
- **LTE Service Ready** – The V700 is approved for use on Verizon and FirstNet networks in the U.S. and Bell Mobility in Canada. The V700 will ship with a pre-installed SIM from both carriers, ready for service activation upon arrival with a data plan that best suits the agency's needs. LTE service activation would be on the agency's carrier account. Motorola Solutions does not provide LTE service for the V700 camera.
- **Data Encryption** – The V700 uses FIPS-140-2 compliant encryption at-rest and in-transit. This ensures recordings made by the agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** – Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. The camera user or admin can request video footage from a specific point in the past to be uploaded to the evidence management system, hours or even days after the event occurred.
- **Natural Field of View** – The V700 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process. The V700's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.
- **SmartControl Application** – To maximize efficiency in the field, the Motorola Solutions SmartControl app enables V700 users to preview video recordings, add or edit tags, change camera settings and view live video from the camera. The app is available for both iOS and Android phones.
- **In-Field Tagging** – The V700 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the body-worn camera or via the SmartControl app.



- **Auto Activation** – The V700 body-worn camera(s) paired with an M500 or 4RE in-car video system(s) can form a recording group, which automatically starts recording when one of the devices begins to record. Each device can be configured to initiate a group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V700s can form a recording group and collaborate on recordings, without a corresponding in-car video system, using similar triggers. Group recordings are uploaded and automatically linked to the evidence management system as part of one event.

## 1.2. V700 AND IN-CAR VIDEO INTEGRATION

The V700 integrates seamlessly with the M500 or 4RE in-car video systems, capturing video of an incident from multiple vantage points. This integration includes the following features:

- **Distributed Multi-Peer Recording** – Multiple V700 body-worn cameras and in-car video systems can form a recording group and based on the configuration, automatically start recording when one of the devices begins to record. Group recordings are uploaded and automatically linked to the evidence management system as part of one incident.
- **Automatic Tag Pairing** – Recordings captured by integrated V700 body-worn cameras and in-car video systems can be uploaded to the evidence management system with the same tags. From the in-car video system's display, videos can be saved under the appropriate tag category. The tag is then automatically shared with the V700 video and uploaded as part of one incident along with the officer's name.
- **Evidence Management Software** – When V700 body-worn cameras and in-car video systems record the same incident, the Motorola Solutions evidence management software automatically links those recordings based on officer name, date, and time overlap.
- **Additional Audio Source** – The V700 can serve as an additional audio source when integrated with the in-car video system. The V700 also provides an additional view of the incident and inherits the event properties of the in-car video system's record, such as officer name, event category, and more, based on configuration.

## 1.3. V700 AND APX RADIO INTEGRATION

Motorola Solutions' APX two-way radios can pair with V700 body-worn cameras to automate video capture through Bluetooth. When the APX's emergency mode button is pressed, or the ManDown feature is activated, the V700 is triggered to start recording immediately. The recording will continue until manually stopped by the officer via the start/stop button on the V700 or group in-car video system.

## 1.4. HOLSTER AWARE™ INTEGRATION

The V700 integrates with a Holster Aware™ sensor through Bluetooth. If configured, the sensor automatically prompts the V700 to record the moment the holstered equipment is drawn. The holster sensor information is stored with the V700 user profile and uploaded to the evidence management system. If the user is assigned to a different camera, the holster sensor information will be applied to the new camera. The holster sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V700.



**1.5. DOCKING STATIONS**

The V700 has three docking options:



**Transfer Station** – The Transfer Station is built for large, multi-location agencies with large numbers of V700 cameras in service at any given time. It can charge up to eight fully assembled body-worn cameras or individual batteries. The eight docking slots include an LED indication of a battery charging and upload status. While the V700 charges, the Transfer Station can automatically offload recordings from the camera to the evidence management system via an integrated 2.5Gb switch. The Transfer Station connects directly to the LAN for fast offload of recorded events to storage, while charging the body-worn camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



**USB Base** – The USB Base charges the battery of a single V700 or standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer with 12V or USB connection for power. The USB Base has LED indications for battery charging status and upload, and an ambient light sensor for optimal LED brightness control from bright sunlight to the dim interior of a patrol car. When connected to a laptop or desktop computer, the USB Base can be used to upload recordings to the evidence management system, as well as, receive firmware and configuration updates.



**Wi-Fi Base** – The Wi-Fi Base is mounted in a vehicle. It facilitates V700 upload of video evidence to the evidence management system, firmware updates, communication between V700 and in-car video system group devices and charges fully assembled V700s or individual battery packs. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from bright sunlight to the dim interior of a patrol car.



**1.6. MOUNTING SOLUTIONS**

V700 is compatible with the entire line of V300 mounting solutions as depicted below.

**WGP02798**

**WGA00669**

**WGA00668**

**WGP02697**

**WGP03088**

**WGP03085**



Magnetic  
Center Shirt  
Mount



Tek-Lok Belt  
Mount



Molle Locking  
Mount



Shirt  
Clip



Heavy  
Jacket Clip



Heavy Jacket  
Magnetic Mount

**DATE:** August 15, 2023  
**TO:** Port Commission  
**FROM:** Rosaura Bailey, Director of Community Relations  
[rbailey@pocca.com](mailto:rbailey@pocca.com)  
(361) 885-6636

**Approve First Amendment to Development Services Agreement with San Patricio Economic Development Corporation increasing 2023 consideration by \$110,000 to expand market strategy and business development outreach and fund 2023 San Patricio County Industrial Growth Plan Study.**

**SUMMARY:** Staff seeks Port Commission approval of an amendment to the Port Development Services Agreement with San Patricio Economic Development Corporation for 2023.

**BACKGROUND:** The Texas Water Code allows the Port of Corpus Christi Authority to spend monies from the Promotion and Development Fund to pay expenses connected with any activity or matter incidental to the advertising, development, or promotion of the Port Authority or its ports, waterways, harbors, or terminals, or furthering the general welfare of the Port Authority and its facilities.

**ALTERNATIVES:** None.

**CONFORMITY TO PORT POLICY:** Strategic Goal 3 Sustain Productive Stakeholder Relationships 3b Identify and meet with regional industry and small groups to share news among the Port and Industry

**EMERGENCY:** No.

**FINANCIAL IMPACT:** San Patricio Economic Development Corporation has requested **\$75,000** additional funding to perform a 2023 San Patricio County Industrial Growth Plan Study and **\$35,000** additional funding to expand market strategy and business development outreach.

**STAFF RECOMMENDATION:** Staff recommends approval of the First Amendment to Development Services Agreement with San Patricio Economic Development Corporation increasing 2023 consideration by \$110,000 to expand market strategy and business development outreach and to fund the 2023 San Patricio County Industrial Growth Plan Study.

**DEPARTMENTAL CLEARANCES:**

|                        |  |
|------------------------|--|
| Originating Department | Rosaura D. Bailey, Community Relations |
| Legal                  | Dane Bruun                             |
| Executive Staff        | Omar Garcia                            |
|                        | Kent Britton                           |

**LIST OF SUPPORTING DOCUMENTS:**

First Amendment to Development Services Agreement with San Patricio Economic Development Corporation





**FIRST AMENDMENT OF  
PORT DEVELOPMENT SERVICES AGREEMENT**

This First Amendment of Port Development Services Agreement (the “*Amendment*”) is made effective as of August 15, 2023 (“*Amendment Date*”), by and between the Port of Corpus Christi Authority (“*Port*”), a political subdivision of the State of Texas, operating as a navigation district pursuant to Article XVI, Section 59 of the Texas Constitution and the laws of the State of Texas, particularly, Chapters 60 and 62 of the Texas Water Code (the “*Water Code*”) and the San Patricio Economic Development Corporation (“*Provider*”).

*Whereas*, the Port and the Provider entered into a Port Development Services Agreement effective January 1, 2023 (“*Agreement*”), under the terms of which the Provider agreed to provide the development services described in Development Services and Related Items attached to the Agreement as **Exhibit A** and Special Terms and Conditions attached to the Agreement as **Exhibit B**; and

*Whereas*, the Provider agreed to provide the services and related items described in **Exhibit A** and **Exhibit B** for the consideration described in Section 3 of the Agreement; and

*Whereas*, the Provider has requested \$75,000 in additional funding to perform a 2023 San Patricio County Industrial Growth Plan Study and \$35,000 in additional funding to expand market strategy and business development outreach for 2023;

***NOW, THEREFORE***, for and in consideration of the mutual covenants, rights, and obligations set forth herein and the benefits to be derived therefrom, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

A. Effective as of the Amendment Date, Section 3 of the Agreement is amended in its entirety to read as follows:

**3. Consideration.** In consideration of the Development Services to be provided hereunder, the Port agrees to pay the Provider the total sum of **Two Hundred Twenty Thousand Dollars (\$220,000)**. Provider was paid \$27,500 in January 2023 and \$27,500 in April 2023. The Port will pay the Provider \$75,000 in September 2023 for the 2023 San Patricio County Industrial Growth Plan Study. The remaining balance will be paid in quarterly payments through 2023, upon submission of invoices from the Provider for services to be performed.

B. Effective as of the Amendment Date, **Exhibit A** is amended to add the following Development Services: 2023 San Patricio County Industrial Growth Plan Study.

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

D. 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 Port and Provider, acting under the authority of their respective governing bodies, have caused this First Amendment to be executed by their duly authorized representatives on the dates set forth below, but effective for all purposes as of the Amendment Date.

**PORT:**

PORT OF CORPUS CHRISTI AUTHORITY OF  
NUECES COUNTY, TEXAS

By: \_\_\_\_\_

Kent Britton  
Interim Chief Executive Officer

Date: \_\_\_\_\_

**PROVIDER:**

SAN PATRICIO ECONOMIC DEVELOPMENT  
CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**WELDER | LESHIN LLP**  
**MEMORANDUM**

**To:** Port Commissioners

**From:** Jimmy Welder

**Date:** August 15, 2023

**Subject:** Engagement of The Rangel Law Firm, P.C., as Additional Counsel in the Berry Island Litigation

---

What we now refer to as the Berry Island Litigation was originally referred to as the “name case.” Some of you will remember that Jorge Rangel filed the original lawsuit on behalf of the Port Authority to try to stop Kenneth Berry from using the name The Port of Corpus Christi, L.P., in his business activities. Jorge Rangel continued to represent PCCA in this case until the cause of action was amended to include a trespass claim. He withdrew from the case with our consent when this occurred.

Today Gibbs & Bruns, LLP, is lead counsel for PCCA in this case, and Barrett Reasoner is the attorney in charge. As a condition of accepting the representation of PCCA in this case, Barrett Reasoner reserved the right to designate local counsel to assist as needed, which, of course, is a reasonable request. After the July Commission meeting, Barrett requested, with my approval, that Jorge Rangel be designated as additional counsel for PCCA in this case to assist Gibbs & Bruns in whatever manner Barrett and I deem appropriate.

For these reasons, I recommend that the Port Commission approve the engagement of Jorge Rangel and The Rangel Law Firm as additional counsel in this lawsuit on the terms and conditions of the engagement letter included with this memo. I will, of course, be happy to answer any questions you may have about this at the Commission meeting on August 15, 2023. Thank you for your consideration of this request.

cc: Kent A. Britton

# THE RANGEL LAW FIRM, P.C.

555 NORTH CARANCAHUA, SUITE 1500  
P.O. BOX 2683  
CORPUS CHRISTI, TEXAS 78403-2683  
(361) 883-8500 (TELEPHONE)  
(361) 883-2611 (FACSIMILE)  
[www.rangellaw.com](http://www.rangellaw.com)

JORGE C. RANGEL  
SHAREHOLDER

[jorge.c.rangel@rangellaw.com](mailto:jorge.c.rangel@rangellaw.com)

BOARD CERTIFIED  
CIVIL TRIAL LAW  
PERSONAL INJURY TRIAL LAW  
TEXAS BOARD OF LEGAL SPECIALIZATION

## ENGAGEMENT AGREEMENT

### Privileged/Confidential Attorney/Client Communication

August 9, 2023

### Via Email

Port of Corpus Christi Authority  
of Nueces County, Texas  
c/o Kent A. Britton  
Interim Chief Executive Officer  
400 Harbor Drive  
Corpus Christi, Texas 78401  
[kbritton@pocca.com](mailto:kbritton@pocca.com)

Re: Cause No. 2018CCV-60780-4; *Port of Corpus Christi Authority of Nueces County, Texas v. The Port of Corpus Christi, LP, et al*, In the County Court at Law #4, Nueces County, Texas

Dear Mr. Britton:

Jorge C. Rangel and The Rangel Law Firm, P.C. (“Rangel” or “Firm”) agree to undertake representation of Port of Corpus Christi Authority of Nueces County, Texas (“the Port”) in the referenced matter (“Lawsuit”) under the following terms and conditions:

- 1) **Role.** Rangel agrees to serve as additional counsel for the Port in the Lawsuit, with the understanding that his role will be a substantive one. Barrett Reasoner with Gibbs

& Bruns LLP (“Reasoner”) will be the Attorney in Charge for the Port. Rangel will assist in the Lawsuit in whatever manner Reasoner and the Port deem necessary and appropriate. In his representation of the Port, Rangel will abide by the provisions of the Texas Rules of Civil Procedure, Texas Disciplinary Rules of Professional Conduct, and the Texas Lawyer’s Creed. A copy of the Lawyer’s Creed is attached.

- 2) **Conflicts.** Rangel is not aware of any conflict in representing the Port in the Lawsuit. In the event any such conflict should arise in the future, Rangel will immediately notify the Port’s General Counsel. Every effort will be made to resolve any such conflict.
- 3) **Scope.** The scope of Firm’s representation of the Port in the Lawsuit includes all matters and proceedings in the trial court, up to and including the entry of a Final Judgment and any post-judgment proceedings in the trial court. Firm agrees to assist in any appellate proceedings as requested by the Port and its appellate counsel.
- 4) **Fees.** Firm’s services will be billed on an hourly basis. Jorge C. Rangel’s time will be billed at an hourly rate of \$450.00. Legal Assistants’ time will be billed at an hourly rate of \$125.00. The Firm’s Statements for Services will be submitted to your attention, with a copy to the Port’s General Counsel, and shall be due and payable within 30 days of receipt.
- 5) **No Guarantee of Results.** The ultimate outcome in any litigation is always uncertain and unpredictable. Firm cannot guarantee any particular outcome or result. However, Rangel will vigorously discharge his professional responsibilities to the Port and use his best efforts to protect the Port’s interests in the Lawsuit.
- 6) **File Materials.** Upon conclusion of our representation of the Port in the Lawsuit, Firm will return to the Port any original documents provided to the Firm by the Port. Firm will store any other file materials for approximately two (2) years after the conclusion of Firm’s representation of the Port in the Lawsuit. The materials will be destroyed after that period, unless instructed in writing by the Port to keep the materials for a longer period of time.
- 7) **State Bar Notice:** The State Bar of Texas requires that we advise you that the State Bar investigates and prosecutes misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar’s Office of General Counsel will provide you with information about how to file a complaint. Please call 1.800.932.1900 for any questions.

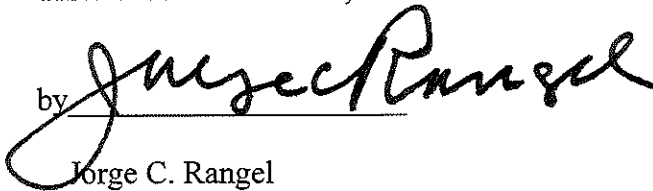
Please confirm that the foregoing terms are acceptable by returning a signed copy of this

Port of Corpus Christi Authority  
of Nueces County, Texas  
August 9, 2023  
Page 3

letter to us by email, facsimile, or regular mail.

Thank you for the opportunity to represent the Port in the Lawsuit. We look forward to working with you and Port personnel in this matter. We appreciate the trust and confidence. Please let me know of any questions.

THE RANGEL LAW FIRM, P.C.

by   
Jorge C. Rangel

Cc: Jimmy Welder

Enclosure

AGREED:

Port of Corpus Christi Authority  
of Nueces County, Texas

by: \_\_\_\_\_  
Kent A. Britton

Title: Interim Chief Executive Officer

Date: \_\_\_\_\_

Vernon's Texas Rules Annotated  
The Texas Lawyer's Creed-- a Mandate for Professionalism

TX Lawyer's Creed Mandate for Professionalism  
Currentness

**ORDER OF ADOPTION**

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon re-enforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt "The Texas Lawyer's Creed--A Mandate for Professionalism" as attached hereto and made a part hereof.

In Chambers, this 7th day of November, 1989.

### **THE TEXAS LAWYER'S CREED--A MANDATE FOR PROFESSIONALISM**

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

#### **I OUR LEGAL SYSTEM**

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

#### **II LAWYER TO CLIENT**

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this Creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.

3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.
10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

### **III LAWYER TO LAWYER**

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.

4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.
7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

#### **IV LAWYER AND JUDGE**

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

**Credits**

Adopted by Supreme Court and Court of Criminal Appeals Nov. 7, 1989. Reaffirmed by Supreme Court March 26, 2013.

Texas Lawyer's Creed Mandate for Professionalism, TX R LWYR'S CREED Mandate for Professionalism

Current with amendments received through February 1, 2020

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End of Document

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