Notice of Port Commission meeting of the
Port of Corpus Christi Authority of Nueces County, Texas, on
Tuesday, April 22, 2025 at 10:00 AM
In the Corpus Christi Regional Transportation Authority
602 N. Staples Street, Corpus Christi, Texas 78401
2nd Floor Board Room (Room 210)

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

** Under the Upcoming Events heading click on "In Progress" for the Port Commission Meeting on April 22, 2025. (Note that the "In Progress" link will not appear until shortly before the meeting starts)*

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

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

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Monique Lerma at 361-885-6614 at least 48 hours in advance so that appropriate arrangements can be made.

PUBLIC NOTICE is given that the Commission may go into executive session at any time during the meeting *In the event the Commission elects to go into executive session regarding any agenda item, the presiding officer will publicly announce the section or sections of the Texas Government Code authorizing the executive session.*

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

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

5. **Minutes**

5.a Approve minutes of the March 18, 2025 Port Commission meeting.
March 18 2025 Port Commission Meeting Minutes.pdf

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

7. **Committee Reports**

8. **Presentations**

9. **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.*

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

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

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

10. **Open Session Agenda Items for Post-Executive Session Action** *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.*

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

11.a Approve PCCA's Annual Comprehensive Financial Report ("ACFR") for the year ended December 31, 2024.
CM - Approve 2024 ACFR April 22 2025.pdf
PCCA_FY_24_Audit_Results_Presentation_MJ
PCCA 2024 ACFR Draft
PCCA_Financial_Review_Q4_December_2024.pdf

11.b Approve a Consulting Services Contract with AECOM Technical Services, Inc. in an amount not to exceed $319,025.70 for a one-year initial term with two (2) one-year

options for air monitoring services including operation, maintenance, and expansion of the air monitoring network at the Bulk Terminal to include two additional on-site monitor stations and two off-site monitor stations.
AECOM_1 Memo.pdf
AECOM_3 Exhibit.pdf
AECOM CSC 25-705A Enviro v2.pdf

11.c Approve Master Services Agreement No. 25-07 with Freese and Nichols, Inc. and the following Service Orders: 1) Service Order No. 1 in the amount of $441,988.50 for engineering design services associated with the Bulk Materials Terminal Upland Improvements Project Phase A, and 2) Service Order No. 2 in the amount of $452,605.50 for engineering design services associated with the Bulk Materials Terminal Upland Improvements Project Phase B.
Freese BMT Uplands Apr25 - 1-Memo.docx
Freese BMT Uplands Apr25 - 2-Exhibit.pdf
Freese BMT Uplands Apr25 - 3-SO1.pdf
Freese BMT Uplands Apr25 - 4-SO2.pdf

11.d Approve Master Services Agreement No. 25-02 with Hanson Professional Services, Inc. and the following Service Orders: 1) Service Order No. 1 in the amount of $225,639.50 for engineering design services associated with the Viola Pavement Improvements Project, and 2) Service Order No. 2 in the amount of $154,360.50 for engineering design services associated with the Avery Point Pavement Improvements Project.
Hanson Road Apr25 - 1-Memo.docx
Hanson Road Apr25 - 2-Exhibit.pdf
Hanson Road Apr25 - 3-SO1.pdf
Hanson Road Apr25 - 4-SO2.pdf

11.e Approve Master Services Agreement No. 25-01 with LJA Rail, LLC and the following Service Orders: 1) Service Order No. 1 in the amount of $395,303.46 for engineering design services associated with the Southside Rail Upgrades Project, and 2) Service Order No. 2 in the amount of $980,381.06 for engineering design services associated with the Rincon Rail Upgrades Project.
LJA Rail Apr25 - 1-Memo.docx
LJA Rail Apr25 - 2-Exhibit.pdf
LJA Rail Apr25 - 3-SO1.pdf
LJA Rail Apr25 - 4-SO2.pdf

11.f Award a construction contract to Integrity Pipeline Services, Inc. in the amount of $1,166,136.75, the lowest and best bidder based on bids received on March 20, 2025, for the Bulk Dock 1 Maintenance Project.
BD1 Maint Award Apr25 - 1-Memo.docx
BD1 Maint Award Apr25 - 2-Exhibit.pdf
BD1 Maint Award Apr25 - 3-Results.pdf

11.g Approve Service Order No. 2 with Jacobs Engineering Group, Inc., under Master Services Agreement No. 24-04, in the amount of $305,896.37 for engineering design services associated with the Oil Dock 15 Deepening Project.
Jacobs OD15 Apr25 - 1-Memo.docx

Jacobs OD15 Apr25 - 2-Exhibit.pdf
Jacobs OD15 Apr25 - 3-SO.pdf

11.h Approve Task Order No. 7 with Callan Marine, Ltd. under Master Services Agreement No. 21-01 in an amount not to exceed $2,884,093 to perform maintenance dredging of eleven PCCA maintained docks.
Callan - 1 - Memo
Callan - 2 - Task Order 7
Callan - 3 - Exhibit

11.i Award a construction contract to Rooted Land Management, LLC, in the amount of $382,340 for the Security Fence Improvements at Rincon and Viola Project.
Security Fencing - Memo.docx
Security Fencing - Solicitation Results.pdf

11.j Adopt a one-year extension of Bulk Fuel contract with Arguindegui Oil Co. II Ltd. for the Purchase of Bulk Fuel effective April 16, 2025 for Port Facilities
CM- 2025 Arguindegui Oil Exercise 1-Year Renewal Option.pdf
Contract Modification No 1 - Arguindegui Oil Co II Ltd.pdf

12. 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.*

12.a Approve an amendment to a professional consulting/engineering services contract with Freeman Schroeder Architects, LLC in the amount of $60,000 for additional services associated with the Ortiz Center Interior Improvements Project.
FreemanSchroeder Ortiz Apr25 - 1-Memo.docx
FreemanSchroeder Ortiz Apr25 - 2-Exhibit.pdf
FreemanSchroeder Ortiz Apr25 - 3-Amend.pdf

12.b Approve a net deductive change order with Callan Marine Ltd. in the amount of ($107,801.91) associated with the Oil Dock 3 Expansion Project, part of the Avery Oil Dock Facility Reconfiguration and Upgrades Project, under the MARAD Port Infrastructure Development Program.
OD3 Callan CO Apr25 - 1-Memo.docx
OD3 Callan CO Apr25 - 2-Exhibit.pdf
OD3 Callan CO Apr25 - 3-CO.pdf

12.c Approve the renewal of Pipeline Easement Agreement with NuStar Logistics, L.P. for multiple pipelines connecting to the Sunoco, LP., Corpus Christi North Beach Terminal located at 2829 Texaco Road, Nueces County, Texas.
Nustar Pipeline Easement Renewal - Memo
Nustar Pipeline Easement Renewal - Memo Exhibit
Nustar Pipeline Easement Renewal - Agreement

12.d Approve an Engagement Letter with Anderson, Lehrman, Barre & Maraist, LLP, to provide legal services for 2025 not to exceed $50,000.

Port_of_Corpus_Christi_Authority_-_CM.docx
Port of Corpus Christi Authority - Attorney Engagement Letter.pdf

12.e Approve the Second and Final Renewal Extension Option with UniFirst Holdings, Inc. for an estimated amount of $40,000 with one-year period extension to April 17, 2026 for Work Uniform Rental Services.
2025 Comm Memo UniFirst Holdings Inc 2nd Work Uniform Rental .pdf
Unifirst Uniforms 20501A CO No. 5 - Signed.pdf

12.f Approve a professional engineering services contract amendment in the amount of $30,164.96 with Hatch Associates Consultants, Inc., for additional engineering services associated with the Security Station Canopies at Avery and Stroman Project.
Security Canopies - Agenda Memo.docx
Security Canopies - PSC Amendment 1.pdf

12.g Approve Service Order No. 2 under Master Services Agreement No. 23-01 with Moffatt & Nichol in an amount not to exceed $140,300 for engineering design services associated with the Viola Turning Basin Bulkhead Improvement Project.
Moffatt - 1 - Memo
Moffatt - 2 - SO2
Moffatt - 3 - Exhibit
Moffatt - 4 - Photos

12.h Grant Ship Agent License to Focal Shipping Service LLC, per Tariff Item 2.250.
Commission_Memo_-Granting_of_Ship_Agent_Licenses_to_Qualified_Applicants_.._ Focal Shipping Services LLC 2025 final_.pdf

12.i Grant Ship Agent License to Valhalla Ship Agency LLC, per Tariff Item 2.250.
Comission_Memo_-Granting_of_Ship_Agent_Licenses_to_Qualified_Applicants_.._ Valhalla Ship Agency LLC 2025.pdf

12.j Adopt Resolution approving an Interlocal Agreement to participate as an Energy Cooperative Member in the TASB Energy Cooperative.
2025 Interlocal Agreement and Resolution for TASB Energy Cooperative v2.docx
CORPUS-#361956-v1-Resolution_PCCA_TASB_Energy_Cooperative.pdf
TASB Energy Co-Op IPA.pdf

13. Chief Executive Officer's Comments

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

14. Adjourn

OFFICIAL MINUTES OF PORT COMMISSION MEETING
MARCH 18, 2025

The Port Commissioners of the Port of Corpus Christi Authority convened at the Corpus Christi Regional Transportation Authority, 602 N. Staples Street, Corpus Christi, Texas, on Tuesday, March 18, 2025, at 9:00 a.m., for the regular monthly meeting of the Port Commission.

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

Present:
Mr. Kent Britton
Ms. Cindy Bertolami
Mr. Omar Garcia
Mr. Jeff Pollack
Ms. Brenda Reed
Mr. Tim Acosta
Mr. Eduardo Belmarez
Mr. Russell Cordo
Mr. Sam Esquivel
Ms. Natasha Fudge
Ms. Sarah Garza
Chief Eric Giannamore
Ms. Cynthia Gonzalez
Mr. Mark Gutierrez
Mr. Richard Hernandez
Ms. Lisa Hinojosa
Mr. Dan Koesema
Ms. Monique Lerma
Mr. Brooks Lobingier, II
Mr. Tony MacDonald
Mr. Jacob Morales
Ms. Nelda Olivo
Mr. Fernando Quintanilla
Mr. Robert Schulz
Mr. Yudi Takizawa
Asst. Chief Marvin Tamez
Mr. Leo Veloz

Mr. Daniel Villesca
Mr. Sacha Winkler

Others Present: Mr. Jimmy Welder
Mr. Dane Bruun

Others Present: Mr. Terry Arnold
Mr. Dennis Wade
South Texas News
Ms. Lauren Albrecht
Leadership Portland
Mr. Xavier F. Valverde, Sr.
G&H Towing
CAPT Mike Kershaw
Port/Pilot Liaison
Ms. Jenny Diamantidis
DMA, Inc.
Mr. Vini Vannicoli
DMA, Inc.
Ms. Sarah Crumbley
Mr. Charlie Boone
Coastal Watch Association
Ms. Cathy Fulton
Mr. David Krams
Lanier & Associates
Dr. Rick Smith
TAMU-CC
Mr. Tom Carlisle
Acrisure, LLC
Ms. Myra Alaniz
Ms. Holly Bockholt
Ms. Luke Dailey

1. **Meeting called to order**

2. **Safety briefing presented**

3. **Pledge of Allegiance recited**

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

5. **Minutes**

5.a. ***Action*****:** On motion made by Mr. Guerra and seconded by Mr. LaMantia, the Commission approved the minutes of the February 18, 2025, Port Commission meeting.

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

7. Committee Report

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

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

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

Agricultural Projects Committee: Ms. Gonzalez reported on the committee's activities since the last regular Commission Meeting.

8. Presentations

None.

9. Open Session Agenda Items for Individual Action

9.a. ***Resolution of the Port Commission of the Port of Corpus Christi Authority of Nueces County, Texas, declaring unified commitment to the Coastal Bend Water Alliance and the development of regional water supplies*****:**

Action**:** On motion made by Mr. Guerra and seconded by Mr. Hoskins, the Commission tabled this item.

9.b. ***Approve the Port of Corpus Christi Authority's Fourth Quarter 2024 Investment Report*****:** Staff recommended approval of the Fourth Quarter 2024 Investment Report.

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

9.c. ***Approve a Consulting Services Contract with David Miller & Associates, Inc. in the amount of $4,561,000 to perform a Section 204(f) Federal Assumption of Maintenance Feasibility Report and Environmental Impact Statement, and a Section 408, Approval of Modifications and Alteration of Corps of Engineer Projects for a new turning basin in the Corpus Christi Ship Channel*****:*** Staff recommended approval of a Consulting Services Contract with David Miller & Associates, Inc. in the amount of $4,561,000 to perform a Section 204(f) Federal Assumption of Maintenance Feasibility Report and Environmental Impact Statement, and a Section 408, Approval of Modifications and Alteration of Corps of Engineer Projects for a new turning basin in the Corpus Christi Ship Channel.

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

9.d. ***Approve a Consulting Services Contract with David Miller & Associates, Inc. in the amount of $5,775,000 to perform a Section 203 Navigation Channel Improvement Integrated Feasibility Study and Environmental Impact Statement, a Section 204(f) Federal Assumption of Maintenance Feasibility Report, and a Section 408, Approval of Modifications and Alteration of Corps of Engineer Projects for the Deepening and Widening of the La Quinta Ship Channel*****:*** Staff recommended approval of a Consulting Services Contract with David Miller & Associates, Inc. in the amount of $5,775,000 to perform a Section 203 Navigation Channel Improvement Integrated Feasibility Study and Environmental Impact Statement, a Section 204(f) Federal Assumption of Maintenance Feasibility Report, and a Section 408, approval of Modifications and Alteration of Corps of Engineer Projects for the Deepening and Widening of the La Quinta Ship Channel.

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

9.e. ***Approve Master Services Agreement No. 25-03 and Service Order No. 1 in the amount of $304,600 with George Butler Associates, Inc. for engineering services associated with underwater pre- and post-dredge dock inspections of docks in the PCCA's maintenance dredging program*****:*** Staff recommended approval of Master Services Agreement No. 25-03 and Service Order No. 1 with a ceiling prices of $304,600 with George Butler Associates, Inc. for engineering services associated with underwater pre-and post-dredge dock inspections of docks in the PCCA's maintenance dredging program.

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

9.f. ***Approve the renewal of all- risk property insurance through Acrisure, LLC d/b/a Carlisle Insurance Agency for a total annual premium of $4,525,669:*** Staff recommended the Port Commission approve the renewal of all-risk property insurance through Acrisure, LLC d/b/a Carlisle Insurance for a total annual premium of $4,525,669.

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

9.g. ***Approve Fifth Amendment to Interlocal Cooperation Contract with Texas A&M University-Corpus Christi for Operation, Maintenance, Repair, and Management of the Corpus Christi Physical Oceanographic Real-Time System to increase 2025-2026 Operation, Maintenance, Repair and Management budget from $130,965 to $139,509 per-year and one-time Major Maintenance and Spares cost of $143,176 with a contingency of $50,000 for Emergency or Unscheduled Maintenance*****:*** Staff recommended the Port Commission approve the Fifth Amendment to the Interlocal Cooperation Contract with Texas A&M University – Corpus Christi for the operation, maintenance, repair, and management of the Corpus Christi Physical Oceanographic Real-Time System (CC PORTS®) in the amount of $139,509 and a one-time major maintenance and spares cost of $143,176 for contract period March 2025 – March 2026 and a contingency of $50,000 for emergency or unscheduled maintenance.

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

9.h. ***Award a construction contract to SR Trident, Inc. in the amount of $486,851.58, the lowest and best bidder based on bids received on February 27, 2025, for the Oil Dock 2 Breasting Structure Replacement Project*****:*** Staff recommended the award of a construction contract to SR Trident, Inc. in the amount of $438,851.58 for the Oil Dock 2 Breasting Structure Replacement for the Base Bid. Staff also recommended acceptance of Additive Bid Item 1 in the amount of $48,000 (a unit price of $3,000 per day for up to 16 calendar days); with the Base Bid plus Additive Bid Item 1. The total construction contract will be $486,851.58.

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

9.i. ***Approve Task Order No. 3 with Texas A&M University - Corpus Christi under Master Research Agreement No. 2025-001 for development of a Port-wide Vulnerability Index - Phase 1 on a time and materials basis, not-to-exceed $288,635*****:*** Staff recommended the Port Commission approve Task Order No. 3 with Texas A&M University-Corpus Christi via the Conrad Blucher Institute for Surveying and Science, under Master Research Agreement No. 2025-001.

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

10. Consent Agenda: Chief Executive Officer Kent Britton requested that Item 10.h. be removed from the Consent Agenda with no action being taken. Then Mr. Hoskins 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 second the motion and the motion passed without objection.

10.a. By approval of the Consent Agenda motion, the Commission approved Amendment No. 1 to Service Order No. 1, under Master Services Agreement No. 24-04 with Jacobs Engineering Group, Inc., in the amount of $109,849 for additional engineering services associated with the Cargo Docks 14, 15, 16, and Bulk Dock 1 Project.

10.b. By approval of the Consent Agenda motion, the Commission awarded a construction contract to White Star Services, LLC in the amount of $164,998.42, the lowest and best bidder based on bids received on March 6, 2025, for the Hillcrest Area Demolition and Property Clearing - Group 14 Project.

10.c. By approval of the Consent Agenda motion, the Commission approved a 3 -year renewal maintenance and support contract with Ares Security Corporation in the amount of $186,196.47 for maintenance of PCCA's Avert C2 software including updates and integrations for multiple additional Port Security applications using GSA Contract Number GS-35F-0286Y.

10.d. By approval of the Consent Agenda motion, the Commission approved a Consulting Services Contract with SQ Environmental, LLC, in an amount not to exceed $130,311.47 for completion of remediation services at Oil Dock 4 related to unknown historical contamination.

10.e. By approval of the Consent Agenda motion, the Commission approved an amendment to Service Order No. 1 under Master Services Agreement No. 24-01 with Lanier & Associates Consulting Engineers, Inc. in the amount of $85,000 for professional engineering and architectural services related to the Marine Operations Building for the Southside Marine Center Phase IV Project.

10.f. By approval of the Consent Agenda motion, the Commission approved a one-year Farm and Agriculture Lease Agreement with James C. Miller for 649.165 acres of land located west of the McCampbell Airport in San Patricio County, Texas.

10.g. By approval of the Consent Agenda motion, the Commission approved an Air Monitoring Site Agreement with Flint Hills Resources Corpus Christi, LLC, as Licensor and Port of Corpus Christi Authority, as Licensee, for approximately 360 sq. ft. of land located at 5629 Up River Road, Corpus Christi, Texas.

10.h. Staff recommended approval of Amendment Number 2 of the Lease, Purchase, and Leaseback Agreement with Bluewater Texas Terminals, LLC, to extend the Construction Rent Period, Final Investment Decision Deadline Date and First Lease Year. On motion made by Mr. LaMantia and seconded by Mr. Guerra, the Commission approved staff's recommendation.

10.i. By approval of the Consent Agenda motion, the Commission approved a consulting Services Contract with Matrix Consulting Group, Ltd. in the amount of $139,680 for an alternative fuel feasibility assessment.

11. Chief Executive Officer Comments

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

12. Executive Session Agenda Items: At 10:28 a.m., Chairman Engel announced that the Commission would go into executive session pursuant to Sections 551.071, 551.072, and 551.074 of the Texas Government Code to deliberate agenda Items 10.h., 12.a., 12.b., and 12.c. which were described in the agenda as follows:

10.h. Approve Amendment Number 2 of the Lease, Purchase, and Leaseback Agreement with Bluewater Texas Terminals, LLC, to extend the Construction Rent Period, Final Investment Decision Deadline Date and First Lease Year.

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

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

12.c. Receive legal advice from counsel regarding PCCA's authority to fund a feasibility study for the Eshleman-Vogt Ranch groundwater Supply Project. (§551.071)

13. Open Session Agenda Items for Post-Executive Session Action: At 11:27 a.m., the Commission reconvened in Open Session.

13.a. ***Adopt a resolution approving five 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 relate to land under contract in Nueces County and approving matters related thereto*****:**

Action**:** On motion made by Mr. LaMantia and seconded by Mr. Ahuja, the Commission adopted the resolution and associated documents as presented at

the meeting. The resolution, in its entirety, is attached to these minutes as **ATTACHMENT ONE**.

14. Adjournment: On motion duly made and seconded, the meeting adjourned at 11:28 a.m.

ATTACHMENT ONE

ADOPT A RESOLUTION APPROVING FIVE 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 Five 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 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 Five 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 March 18, 2025.

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EXHIBIT "A"
To
Resolution Approving Five Real Estate Sales Contracts

1. Real Estate Sales Contract dated January 17, 2025, by and between the Port of Corpus Christi Authority of Nueces County Texas and Triple J & C, Ltd., for the purchase the following described tract of land:

> Approximately One hundred Eighteen and 36/1000 (118.036) acres of land, more or less, out of a 156.68-acre tract which is all of Tract 5 of the Wallentine Farm Tracts, Volume 3, Page 28 of the Map Records of Nueces County, Texas. Said Tract 5 being passed in deed from Howard H. Jones and Ruth Jones to Emmett Jones in Volume 214, Pages 428-429 on January 31, 1935 and is found in the Deed Records of Nueces County, Texas; and being the same property referred to as the Gregory Tract and conveyed by John M. Swetlick and Carolyn Swetlick, husband and wife to Triple J & C, Ltd. in that certain General Warranty Deed dated May 30, 2003 and recorded under Document # 2003041400 of the Official Public Records of Nueces County, Texas.

2. Real Estate Sales Contract executed on January 17, 2025 by and between the Port of Corpus Christi Authority of Nueces County Texas and Vernon G. Simnacher, and wife, Mathilda V. Simnacher, for the purchase of the following two (2) tracts of land:

> **Tract I:** 74.98 acres of land, more or less, out of that certain 100 acre of land out of Tract Numbers Eight (8) and (9) as indicated on Map "D" of the George H. Paul Subdivision of the Driscoll Ranch, recorded in Volume 2, Page 34, Map Records of Nueces County, Texas and being the same land described in that certain Warranty Deed with Vendor's Lien dated March 12, 1999 from Frank Hubertus to Vernon G. Simnacher, and wife, Mathilda V. Simnacher recorded under document number 1999012538 of the Official Records of Nueces County, Texas.
>
> **Tract II:** 25 acres of land more or less, being the East 25 acres out of that certain 100 acre of land out of Tract Numbers Eight (8) and (9) as indicated on Map "D" of the George H. Paul Subdivision of the Driscoll Ranch, recorded in Volume 2, Page 34, Map Records of Nueces County, Texas and being the same tract of land conveyed by C.C. Brendle, et ux to Frank Kirst by Deed dated February 22, 1924, appearing of record in Volume 147, Page 245 of the Deed Records of Nueces County Texas; and also being the same 25 acres of land partitioned to Rudie J. Kirst by Deed dated July 27, 1959 recorded in Volume 864, Page 287, Deed Records of Nueces County, Texas..

3. Real Estate Sales Contract dated December 11, 2024, by and between the Port of Corpus Christi Authority of Nueces County Texas and Thomas F. Nye, and wife, Pamela Kubala

Nye, for the sale to Authority of 41.13 acres of land, more or less being comprised of the following tract of land:

> Forty-One and 13/100 (41.13) acres of land, more or less, located in Nueces County, Texas, being the same land described in that certain Special Warranty Deed dated September 30, 2016, from Kathryn Kubala Starlin and Jerome Joseph Kubala to Pamela Kubala Nye and Thomas F. Nye and recorded under document number 2016041709 of the Official Public Records of Nueces County Texas.

4. Real Estate Sales Contract dated to be Effective on January 6, 2025, by and between the Port of Corpus Christi Authority of Nueces County Texas and Sarah D'Ann Ermis, Individually and as Independent Executrix of the Estate of Donald D. Ermis, Deceased, Stephanie Annice Ermis, Kelly Mary Botkin, and Teresa Botkin for the purchase the following tract of land:

> 22.23 acres of land, more or less, out of an 88.23-acre Tract described in a deed recorded in Volume 905, Page 65 of the Deed Records of Nueces County, Texas. Said 88.23 acres also being out of Tract 4, Map D of the George H. Paul Subdivision of the Driscoll Ranch, as shown on a map recorded in Volume 2, Page 34, Map Records of Nueces County, Texas. Said 22.23-acre tract being said 88.23-acre tract, SAVE and EXCEPT therefrom 66 acres of land, more or less, more particularly described in a Warranty Deed with Vendor's Lien dated March 20, 2019 from Eugenie Ermis, et al, to Jeff and Traci Klepac Farms, a Texas general partnership, recorded under Document #2019012501 of the Official Public Records of Nueces County, Texas.

5. Real Estate Sales Contract dated to be Effective on December 2, 2024, by and between the Port of Corpus Christi Authority of Nueces County Texas and George Ochoa; and as amended by Amendment dated February 21, 2025 for the purchase the following lots:

> LOTS EIGHT (8), NINE (9), TEN (10), ELEVEN (11), AND TWELVE (12), BLOCK NINETEEN (19), HILLCREST ADDITION, City of Corpus Christi, Nueces County, Texas, according to the established maps and plats thereof recorded in Volume 3, Page 29, and Volume 3, Page 30, Map and Plat Records of Nueces County, Texas and informally known as 1315 Stillman Avenue.

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of April 22, 2025

DATE: April 22, 2025

TO: Port Commission

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

Approve the Port of Corpus Christi Authority's Annual Comprehensive Financial Report for the Year Ended December 31, 2024

SUMMARY: Staff seeks Port Commission approval of the Annual Comprehensive Financial Report ("ACFR") for Year Ended December 31, 2024. The Report is attached and details the Port of Corpus Christi Authority's ("Authority") results for the year, as well as various reports from the Authority's Independent Auditor, Mauldin & Jenkins, LLC ("M&J").

As detailed in the ACFR, the Authority recorded record tonnage in 2024. Continued growth in crude oil exports in 2024 pushed total shipments to a record 206.5 million tons, marking the seventh straight year of record shipments by the Authority's customers. Increased pet coke volumes at the Bulk Terminal facility added 1.07 million tons in 2024, increasing traffic by more than 10,000 railcars and representing 4% of total revenues. The Authority maintained crude oil exports at approximately 2.3 million barrels per day in 2024. The Authority's reported revenues of $215 million include $10 million of impact from year end accounting activities. $2 million related to the GASB 87 lease accounting standard and $8 million related to the treatment of Section 2106 revenue from USACE reclassed to "Non-Operating" Revenues for ACFR reporting.

In addition to containing the Financial Statements of the Authority for the year, the ACFR contains explanatory footnotes, a section for management to discuss and explain the results of the business, an introductory letter from senior staff, and multiple unaudited statistical tables showing the financial and operational trends of the Authority over the past 10 years.

The ACFR also contains reports from M&J, including the Independent Auditor's Report, in which M&J issued an unmodified (i.e. "clean") opinion of the Authority's Financial Statements. Other reports are the Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters, and the Independent Auditor's Report on Compliance for Each Major Federal and State Program.

All reports from M&J should be read in their entirety to understand the full scope of the work performed by M&J and the exact statement of their opinion.

Authority staff takes great pride not only in the operational results for the year, but in the results of the annual audit performed by M&J. The ACFR also includes the Certificate of Achievement for Excellence in Financial Reporting, awarded by the Government Finance Officers Association, for the financial statements ended December 31, 2023. That is the 41st year in a row the Authority's financial statements have been so recognized.

BACKGROUND: State law requires that every navigation district or port authority publish at the close of each fiscal year a complete set of audited financial statements. The Authority's ACFR is published to fulfill that requirement. Management assumes full responsibility for the completeness and reliability of the information contained in the ACFR, based upon a comprehensive framework of internal controls that it has established for this purpose. Because the cost of internal controls should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements. The Authority prepares the financial statements in conformity with generally accepted accounting principles (GAAP), as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. Footnote 1 that accompanies the Financial Statements in the ACFR, contains the most significant of the Authority's accounting policies.

ALTERNATIVES: None

CONFORMITY TO PORT POLICY: Preparation of the ACFR 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 Authority's Annual Comprehensive Financial Report for the Year Ended December 31, 2024, including the results of the independent audit conducted by Mauldin & Jenkins, LLC.

DEPARTMENTAL CLEARANCES:

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

LIST OF SUPPORTING DOCUMENTS:

PCCA Financial Review Q4 2024
PCCA ACFR for the year ended December 31, 2024, with GASB

Port of Corpus Christi Authority

Auditors' Presentation FY 12-31-24



Purpose of Today's Presentation

- ✓ Introduction of Mauldin & Jenkins
- ✓ Overview of: a) Audit Opinion; b) Financial Statements; and c) Compliance Reports
- ✓ Required Communications
- ✓ Other Matters
- ✓ Answer Questions

Introduction of Mauldin & Jenkins

MAULDIN & JENKINS BY THE NUMBERS

INSIDE public accounting TOP 100 FIRMS 2023

accountingTODAY 2024 Top 100 Firms

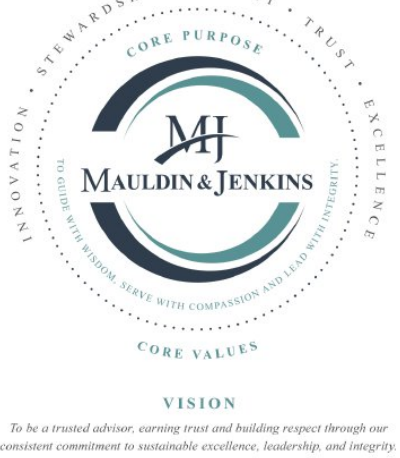
CONSISTENTLY RANKED AS A TOP ACCOUNTING FIRM IN THE U.S.

100+ year
HISTORY
OF QUALITY SERVICE

Serve 725+
GOVERNMENT CLIENTS

GOVERNMENTAL PARTNERS & DIRECTORS **25**

150+ TEAM MEMBERS DEDICATED TO SERVING THE GOVERNMENTAL INDUSTRY



VISION

To be a trusted advisor, earning trust and building respect through our consistent commitment to sustainable excellence, leadership, and integrity.

220+
SINGLE AUDITS PERFORMED LAST YEAR COVERING OVER $6 BILLION OF FEDERAL GRANTS

156,000+
HOURS ANNUALLY PROVIDED TO GOVERNMENTAL CLIENTS

175+ CURRENT CLIENTS AWARDED THE GFOA CERTIFICATE OF EXCELLENCE

6 STATES | **14** OFFICES





Financial & Compliance Audit
December 31, 2024



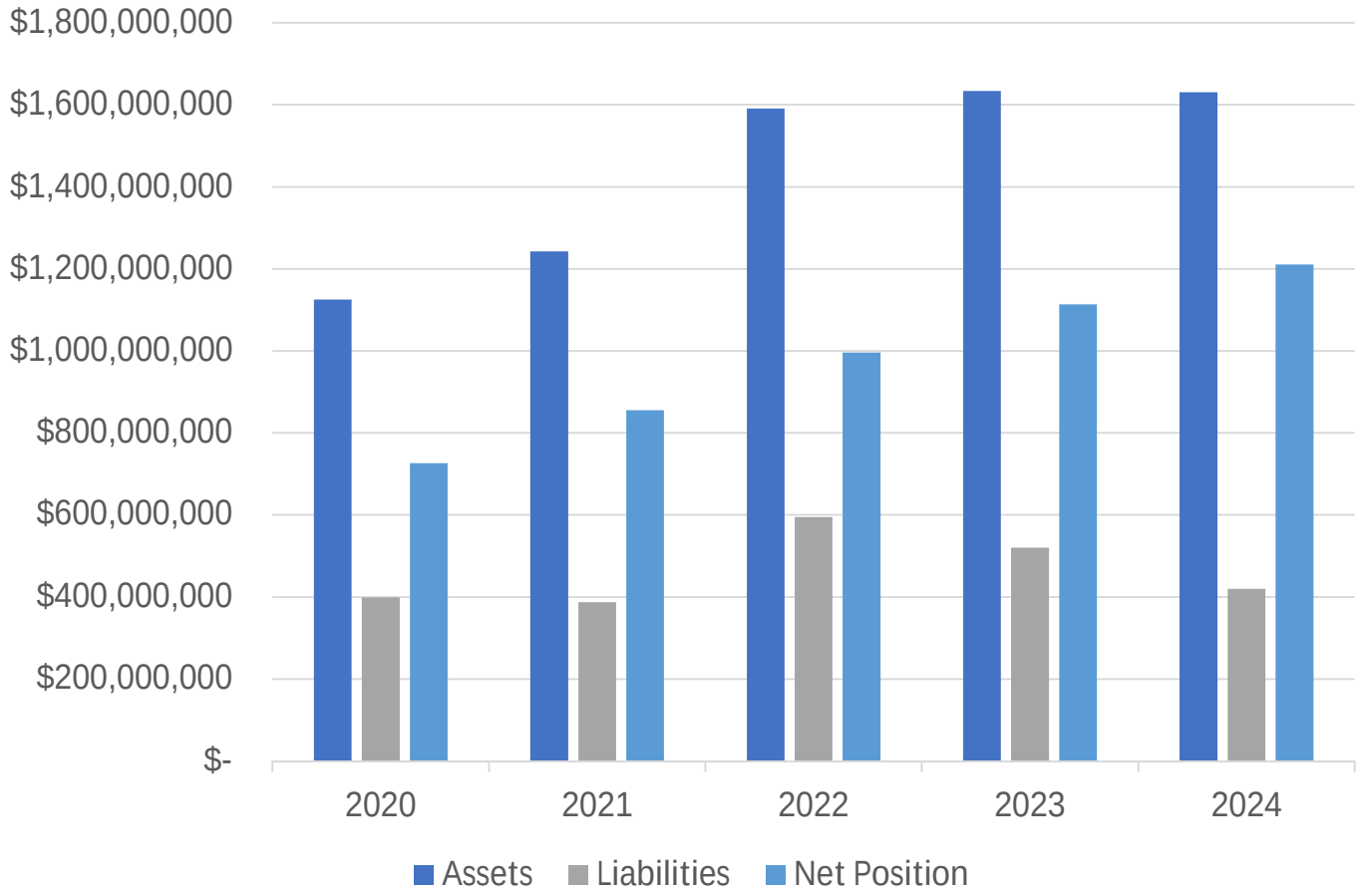
Independent Auditor's Report

- Authority: responsible for financial statements.
- M&J: to express opinions.
- Auditing Standards = *Generally Accepted Auditing Standards and Government Auditing Standards*
- Financial Audit : Unmodified (Clean) Opinion
  - Highest level of Assurance
  - Financial Statements are fairly presented in all material respects, in accordance with GAAP

Annual Comprehensive Financial Report

- Report goes beyond the minimum level of reporting.
- 3 sections:
  - introductory,
  - financial &
  - 10 year stats.
- Recognized by the Government Finance Officers Association (GFOA) with a Certificate of Achievement for Excellence in Financial Reporting.

Balance Sheet Comparison

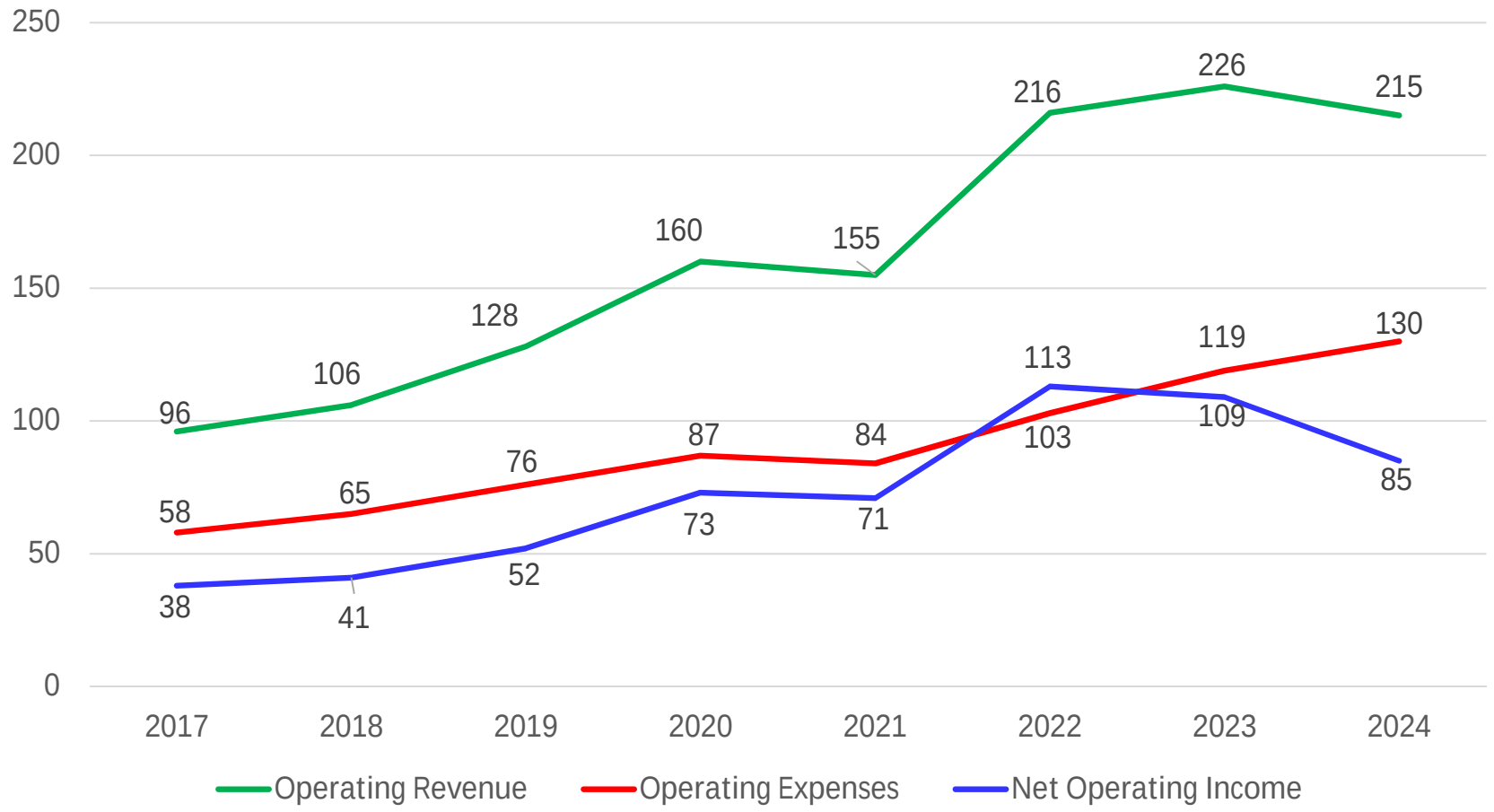


Review of Balance Sheet

- Assets remained consistent with the py at $1.63B.
  - NBV - Capital assets increase
  - Lease receivable decrease
- Liabilities decreased 19% from $520M to $420M.
  - Primarily the result of decreases to deferred inflows – leases (GASB 87) and long-term debt
- Net Position (=Equity) increased by $97.6M (Rev/Exp) to an ending balance of $1.21B.

Review of Revenues and Expenses

The following chart reflects the Operations of the PCCA:





Financial & Compliance Audit
December 31, 2024



Review of Revenues and Expenses

- Revenues decreased from $226M to $215M = *4.9%*
- Expenses increased from $119M to $130M = *9.2%*
  - Depreciation expense grew from $26.7M to $30.0M
- Operating income decreased from $106M to $85M
- Notable change in non-operating income (expense):
  - Federal and other grant assistance including capital grants and contributions (increase of $2.7 M)

- Net change in Net Position (Equity) = $97.6M.

Review of Cash Flows

- Operating cash flows amounted to $116M ($122M PY).
- Primary Uses:
  - Supporting capital grants and contributions of $5.8M received;
  - Purchase of $109M of capital assets;
  - Payment of principal and interest on debt of $25M.
- Cash & cash equiv. decreased from $111M to $94M equating to a net dec. in cash of $18M ($29M inc. PY).
- Investments increased approx. $33M from the PY.

Review of Footnotes

- Accounting policies
- Deposits & investments
- Receivables
- Capital assets
- Escrow Agreement
- Leases
- Line of Credit
- Non-Current Liabilities
- Pension plan
- OPEB plan
- Construction & Improvement
- Commitments & Contingencies
- Net Investment in Capital Assets

Review of Compliance Reports

- Yellow Book Report
  - Tests of overall internal controls and compliance with laws, regulations, contracts, and grants.
  - No findings reported.
- Single Audit Report
  - Tests of specific internal controls and compliance relative to one major federal program:

    Fed – U.S. Dept. of Homeland Security (Port Security grants).

Required Communications

- Tailored scopes & procedures
- Audit standards
- Accounting policies
- Judgments & estimates
- No auditor adjustments
- No consultations
- Disclosures & related accounting matters
- No difficulties or disagreements
- New pronouncements
- Management representations
- Independence





New GASB Reporting Standards

- GASB #102 – Certain Risk Disclosures. (*effective 12-31-25*)
- GASB #103 – Financial Reporting Model Improvements. (*effective 12-31-26*)
- GASB #104 – Disclosure of Certain Capital Assets. (*effective 12-31-26*)

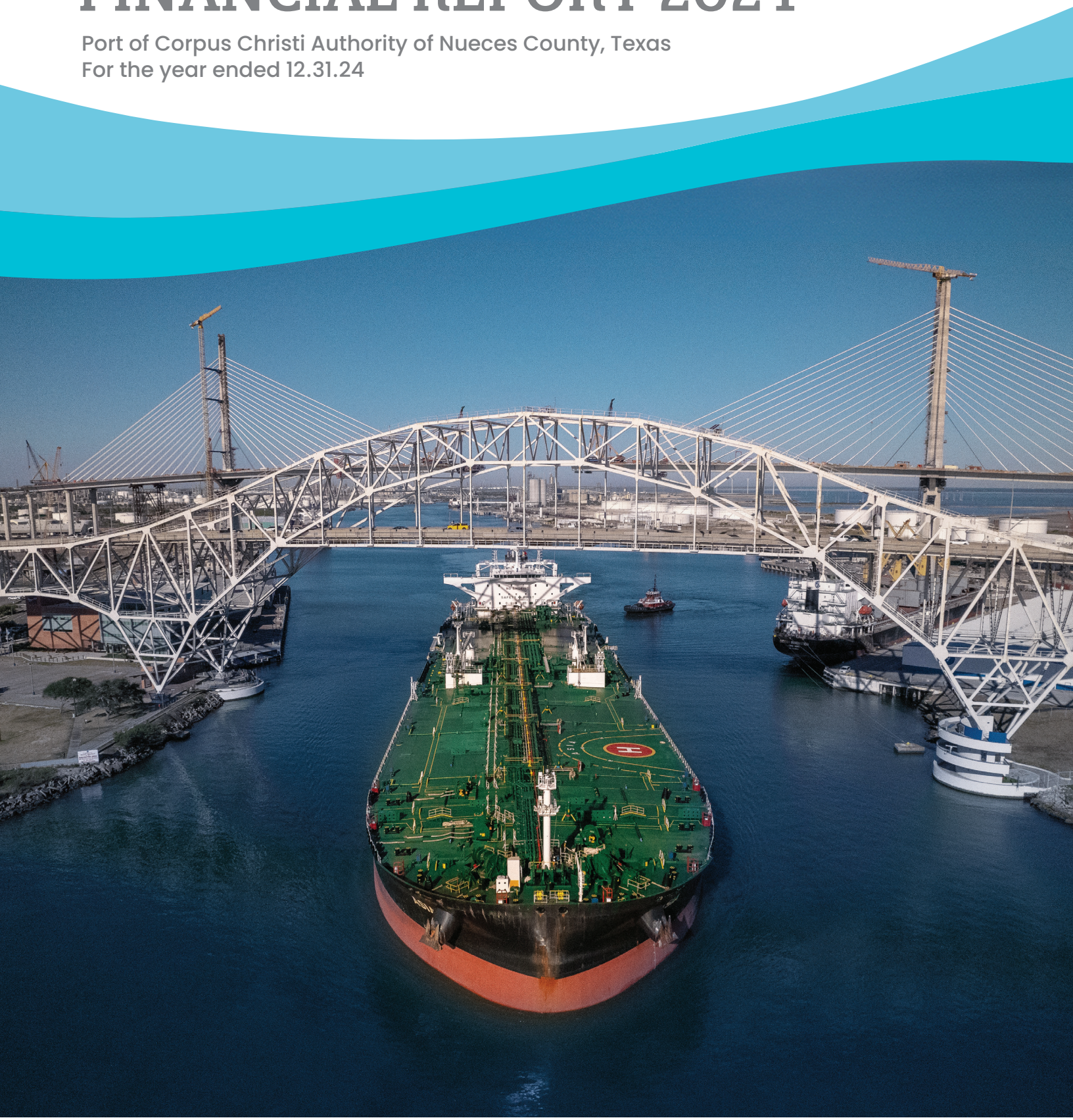
Port of Corpus Christi Authority

Auditors' Presentation FY 2024



ANNUAL COMPREHENSIVE FINANCIAL REPORT 2024

Port of Corpus Christi Authority of Nueces County, Texas
For the year ended 12.31.24



The crude oil tanker Asia departs the Port of Corpus Christi Inner Harbor on October 25, 2024.

PORT CORPUS CHRISTI®

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Annual Comprehensive Financial Report

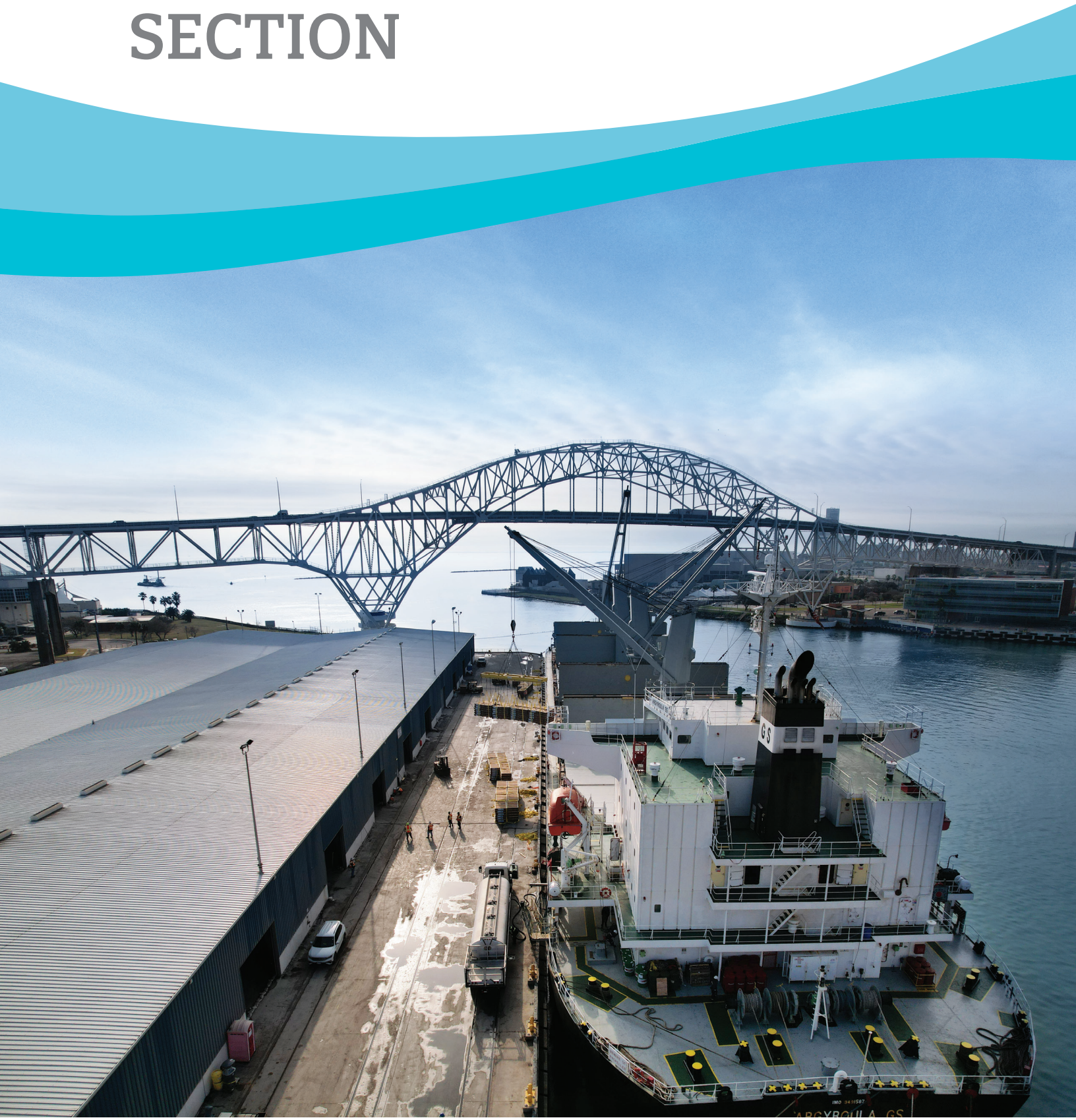
Port of Corpus Christi Authority of Nueces County, Texas

For the Year Ended December 31, 2024

Prepared by the Finance Department

Cindy Bertolami
Chief Financial Officer

» INTRODUCTORY SECTION



Bundled sections of eucaboard – a hardboard made from eucalyptus fibers – is offloaded at Port of Corpus Christi Cargo Dock 9 on January 26, 2024.

PORT CORPUS CHRISTI®

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March 27, 2025

To Chairman Engel, Distinguished Members of the Port Commission of the Port of Corpus Christi Authority of Nueces County, Texas ("Authority"), and the Readers of this Report:

Ladies and Gentlemen:

Texas state law requires that every navigation district or port authority publish at the close of each fiscal year a complete set of audited financial statements. This report, the Annual Comprehensive Financial Report ("ACFR"), is published to fulfill that requirement for the year ended December 31, 2024. The ACFR includes descriptions of the Authority's operations, facilities, and various statistics, and provides the reader with the Authority's financial condition and activities that demonstrate strong and responsible growth over a sustained period, and record growth for the past seven consecutive years.

Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal controls it has established for this purpose. Because the cost of internal controls should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements.

Mauldin and Jenkins, LLC, Certified Public Accountants, have issued an unmodified ("clean") opinion on the Authority's financial statements for the year ended December 31, 2024. The independent auditor's report is located at the front of the financial section of this report.

The Authority's management follows a comprehensive set of financial policies and guidelines with oversight from the Port Commission. The Authority operates as an enterprise, using the revenues generated in return for services provided to enhance and maintain the Corpus Christi Ship Channel, provide reliable infrastructure for Authority customers, and acquire property that can be used to enhance economic development that benefits the entire region. The Authority is committed to full transparency in financial reporting, exceeding requirements to provide business insights to stakeholders, and took steps in 2024 to provide additional access to the public into the financial affairs of the Authority throughout the year.

The Port Commission adopts an annual budget each year, on a basis consistent with accounting principles generally accepted in the United States of America for proprietary funds, as a prudent management tool. Monthly and quarterly financial reports are prepared for management to maintain proper budgetary control. Those reports are provided to Commissioners monthly and are reviewed by the Port Commission in a public Commission meeting on a quarterly basis and subsequently posted on the Authority's website.

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The Authority's Management's Discussion and Analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A complements this letter of transmittal and should be read in conjunction with it. Among other things, it contains a detailed description of the Authority's views on both the micro and macro-economic conditions under which we operate.

PROFILE OF THE AUTHORITY

The Authority is located along the southeastern Gulf coast of Texas approximately 150 miles north of the Mexican border and approximately 200 miles south of Houston. The Authority maintains one of the deepest ports along The Gulf with a current channel depth of 47 feet Mean Lower Low Water ("MLLW") in parts and 54 feet MLLW in parts, and an authorized depth of 54 feet MLLW for all the main Corpus Christi Ship Channel, which is close to completion of a fully authorized and funded deepening and widening project. The Authority's port facilities are part of the Port of Corpus Christi complex. The Authority, formed in 1922, has been a deep draft port since its opening in 1926. The Corpus Christi Ship Channel is approximately 36 miles long and links the Authority's Inner Harbor, Ingleside, and Harbor Island locations with The Gulf, and the six-mile-long La Quinta Ship Channel, which diverges from the main channel south of the City of Ingleside, Texas. The Corpus Christi Ship Channel is also directly connected to the Texas and Louisiana Gulf Intra-Coastal Waterway.

The Authority is a navigation district and independent political subdivision of the State of Texas, having boundaries co-extensive with those of Nueces and San Patricio Counties, Texas. The Authority operates under the provisions of Article XVI, Section 59, of the Texas Constitution and related laws of the State of Texas, particularly Sections 60 and 62 of the Texas Water Code, and all amendments thereto. The Authority is a separate and distinct governmental entity and operates independently of the local municipalities and counties with its own governing body called the Port Authority Commission ("Port Commission"). The Port Commission is comprised of seven commissioners, each who serve staggered terms of three years without pay, with a maximum of four full terms. At least one appointment is made to the Port Commission each year. Three commissioners are appointed by the Corpus Christi City Council, the governing body of the City of Corpus Christi; three commissioners are appointed by the Nueces County Commissioners Court, the governing body of Nueces County; and one commissioner is appointed by the San Patricio County Commissioners Court, the governing body of San Patricio County. In the event the Port Commission deems it necessary to issue tax-supported bonds, it must request the Nueces County Commissioners Court call an election to do so. The Commissioners Court would call the election, canvas the vote, and if the bond issue is approved, thereafter set the necessary tax rate to service the bonds.

The Authority directly employs nearly 300 highly trained individuals in a variety of key roles, including engineering services, environmental planning and compliance, police operations and emergency management, maintenance, bulk material handling, harbormaster operations, accounting and finance, risk management, long range planning, real estate, and talent development / human resources. The Authority's operations and customer base, however, are responsible for generating far more employment throughout the region and the state. The most recent study of the economic impact created by operations in the port complex, performed by the South Texas Economic Development Center at Texas A&M University Corpus Christi, revealed port customer operations were directly and indirectly responsible for nearly 100,000 jobs across the state.

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The Authority plays an active role in shaping public policy in both the maritime and energy industries. Authority staff and commissioners hold key positions on various commissions, committees, and advisory boards across the region, the State of Texas, and at a national level with a focus on innovations in responsible energy development and freight mobility. Active participation in numerous trade associations help shape supportive policy by informing and ensuring that elected officials, legislators, stakeholders, and regulators have the data-driven information they need to make policy decisions that affect our industry, our stakeholders, and our community.

BUSINESS OF THE AUTHORITY

The executive staff, under the leadership of the Chief Executive Officer, manages the day-to-day operations of the Authority and executes on the direction set by the Port Commission as a whole. Port Commission efforts are directed toward setting policy and strategic direction that encourages industrial expansion, attracts new cargos, and leads to the building and maintaining of marine terminals and related transportation infrastructure.

The Authority is a “landlord” Port Authority, whereby it owns land, develops land, and leases land and facilities to third parties across a broad spectrum of industrial sectors. The Authority is also the primary non-federal sponsor of the Corpus Christi Ship Channel. The Authority owns docks, wharves, piers, rail infrastructure, roads, transit sheds, open storage facilities, freight handling facilities and equipment, warehouses, a grain elevator, a bulk material handling terminal, and a conference center. In addition, the Authority owns and maintains a large portfolio of area for the placement of dredged material. The Authority-owned docks include ten general cargo docks, sixteen liquid bulk cargo docks, two dry bulk material docks, two bagging facilities, a shipside grain elevator, cotton storage facilities, and a conference center. Most of the privately-owned facilities at the Authority are owned by, and operated exclusively for, the various refineries, petrochemical plants, crude oil terminals, dry bulk facilities, an LNG export terminal, and other industries that line the Corpus Christi Ship Channel and the La Quinta Channel. A listing of the public and private docks by type is included in the Statistical Section of the Authority’s ACFR.

The Authority derives revenue from nearly all facilities, public and private, along the Corpus Christi and La Quinta Ship Channels. Since 2019, the Authority has overseen the opening of new public or private docks for South Texas Gateway, Pin Oak Terminals, EPIC Midstream, South Texas Cement, Gulf Coast Growth Ventures, and the Plains All-American/Enterprise Products Eagle Ford joint venture. The Authority has served the local economy for a century, celebrating the 100-year anniversary of its founding in 2022, and is continually diversifying, upgrading, and expanding its facilities to better serve industry and shippers throughout Texas and the nation.

The Authority is currently ranked as the third largest port in the nation in terms of total tonnage and one of the largest gateways for energy related exports in the United States. In 2024, the Authority set a new annual tonnage record surpassing 206 million tons, 2% higher than the previous year. It was the seventh consecutive year establishing a new tonnage record, and double the tonnage moved just seven years ago. Three crude oil pipelines from the Permian Basin that opened in 2018 and 2019, combined with large investments in terminal and storage capacity in the Authority’s operating area in the past decade, have made the Authority and its customers the leading destination for export crude oil in the Country. The 2.3 million barrels per day of crude oil exported by the Authority’s customers in 2024 accounted for roughly 60 percent of the total exports from the United States in that period.

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The Authority is committed to leveraging its strong financial position and its position of prominence in the seaport space to create the most efficient and cost-competitive environment for our existing customers to conduct business. At the same time, the Authority seeks to use the deep-water ship channel, its vast portfolio of land, and its public docks and facilities to attract new commercial development that will increase the economic vitality of the region. The Authority also works directly to enhance the quality of life in the surrounding regions by funding significant environmental protection and sustainability programs and by supporting local non-profit and charitable organizations whose mission is to help those in our community who are less fortunate. The Authority negotiates directly with potential customers who need use of the facilities we provide, always with an eye on improvement of the region's economic fortunes.

MAJOR INITIATIVES

Corpus Christi Ship Channel Improvement Project

The most immediate and critical project the Authority has managed over the past several years is the congressionally authorized Corpus Christi Ship Channel Improvement Project ("Channel Improvement Project" or "CIP"). The four-phase CIP will provide safer transit through our waterways and improve the cost competitiveness of our customers by allowing larger vessels to transit with more cargo. The project is fully funded by both the Authority and the Federal Government, with the Authority contributing roughly $186 million and the Federal government just over $405 million to date.

The project was broken into four contracts, with Great Lakes Dredge & Dock Company executing on the first and third contracts, and Callan Marine, Ltd. working on the second and fourth contracts. The sections of the channel to Ingleside have been open since July 2023, and the remainder of the project will be open in the second quarter of 2025. The project makes the Corpus Christi Ship Channel the most improved channel on the Gulf Coast, which we expect will open up commercial opportunities that were not previously available.

Strategic Planning

In 2014, the Authority undertook its inaugural strategic planning process. The effort ultimately yielded the Authority's current vision, mission, and six strategic goals, which define the Authority's overarching priorities. Those priorities should remain relevant indefinitely, while the specific/measurable/time-bound objectives that directly support those priorities are updated on a recurring (3 year) basis. At the end of 2022, the Authority approved the next iteration of its Strategic Plan, replacing Strategic Plan 2023 with Strategic Plan 2026. The new plan includes twice as many objectives as its predecessor, which speaks to the maturation of the planning culture within the Authority. These objectives define specific strategies for enhancing Authority operations and are thus inherently interdisciplinary. Staff from all departments drove — with input throughout from our governing Commissioners — development of these objectives and are now accountable for them. Since these objectives will guide the allocation of staff time and financial resources, the process of developing them in the public realm is an act of transparency in governance. Strategic Plan 2026 will sunset at the end of 2025 and will, in turn, be replaced by Strategic Plan 2029, which is under development now.

Draft - Subject to Revisions

Cargo Growth and Diversification

The Port of Corpus Christi continues to reinforce its position as the leading export gateway in the nation for American energy, driven by production in the Permian Basin and Eagle Ford Shale as well as infrastructure investments made by customers and the Authority in tandem. The Authority remains committed to supporting its core base of traditional oil and gas customers, which has been instrumental in the growth seen in the Coastal Bend region over the past decade. More than 95,000 jobs in Texas are supported by Port-related activities and its customers, with the oil and gas industry alone providing $27.3 billion in state and local taxes, as well as state royalties. Moreover, the Authority is working to diversify its commodity portfolio to generate additional opportunities for future economic growth for the region.

The Authority in 2024 saw increased pet coke volumes brought into its Bulk Terminal facility by Motiva. The influx from Motiva's pet coke volumes added 1.07 million tons in 2024, increasing traffic by more than 10,000 railcars and representing 4% of total revenues. The Authority is currently evaluating the feasibility of further expansion of the Bulk Terminal, including expansion of its pet coke unloading assets and purchase of a new ship loader to increase throughput of that commodity.

New commodities, such as plywood and alumina hydrate, have also begun utilizing warehouse storage space within the Authority's Inner Harbor, with commercial discussions for potential new commodities such as wood pulp and fertilizers also occurring. The Authority also helps facilitates the movement of military cargoes in support of the United States armed forces. In 2024, an estimated 10,201 pieces of equipment aboard 18 vessels were moved through the Corpus Christi Ship Channel.

Wind components moved into the Authority are stored at Rincon Industrial Park before they are moved by rail to destinations across North America. As an example, the Authority received the largest onshore wind blades at 80.5 meters long in 2024, which are being used in the construction of a $5 billion, 3,500MW wind project in New Mexico that will be capable of supplying power to more than 3 million Americans when completed. The Authority is ranked No. 2 in both the Gulf and United States for wind turbine imports, behind Houston.

To accommodate this growth, the Authority has invested more than $1 billion in critical capital infrastructure projects and upgrades in the past five years. This includes expansion of rail infrastructure at the Nueces Rail Yard and $36.5 million worth of investment into new laydown capacity, as well as road and rail upgrades at Rincon Industrial Park to facilitate the wind component business.

It is anticipated that the new depth of the Corpus Christi Ship Channel will increase commercial opportunities not currently available, such as movement of containers and the opportunity to bring larger classes of crude carriers into the Inner Harbor. The Authority also remains committed to diversifying and attracting low-carbon industries – such as hydrogen, ammonia and carbon capture projects in coordination with existing customers and new investments. The availability of wind, solar and natural gas resources along with the deep-draft ship channel should facilitate the creation of new clean energy opportunities.

Draft - Subject to Revisions

Inland Rail Terminal

The Authority has recognized in past years the limitations of the infrastructure within its existing footprint and has begun planning to open new opportunities outside of the traditional space where it operates. Over the past two years the Authority has purchased or has under contract approximately fifteen hundred acres of land near Robstown, TX, in Nueces County, located between main rail lines operated by Union Pacific and the Canadian Pacific Kansas City railroads. The Authority will use that property to create an additional rail yard, which will be needed to accommodate growing rail volumes in excess of the near capacity levels the Authority is already nearing. In addition, the Authority anticipates that compatible uses of that property will arise, creating additional commercial opportunities in a currently underserved area within the Authority's operating area.

Addressing Key Regional Infrastructure Needs

The Coastal Bend region, and much of the central part of the State, is completely dependent upon surface water and has been in varying stages of drought conditions for much of the past decade. Similarly, the growth of new residential and commercial developments throughout the region has strained the existing power supply networks. New industry development is heavily dependent on both a reliable water source and a ready supply of energy, as are most of the existing industries in the region.

Though The Authority has no direct role in providing either, it has been working proactively to make sure both are available in the future. The Authority is creating options for water resource development by undertaking regulatory permitting for a potential large-scale seawater desalination facility on Authority-owned property at Harbor Island and submitted the final two permit applications needed in early 2025. The Port has also partnered with AEP Texas, the regional power transmission provider, on engineering studies to assess the required solutions for power transmission in the Port operating areas.

Environmental Stewardship

The Authority's commitment to environmental leadership, locally and within the international maritime industry, is codified in one of our six Strategic Goals. Environmental leadership means proactively going beyond compliance; to this end, the Authority has a progressive Environmental policy approved by the Port Commission that defines six environmental precepts. All our decisions are evaluated against these six precepts, and we have also set aspirational performance targets for ourselves in each of the six areas. The Environmental Sustainability Action Plan (ESAP) to support meeting precept targets has also been finalized and implemented in 2024 and identifies several multi-year initiatives. The ESAP is kept current through ongoing research and benchmarking.

The Authority has purchased 100 percent renewable electricity since 2017, is a member of the U.S. Environmental Protection Agency's (EPA) Green Power Partnership and maintains a robust recycling program. We have also voluntarily undertaken international 3rd party standards and certifications in the form of ISO 14001 Environmental Management Systems, the Green Marine Maritime Certification program, and U.S. Environmental Protection Agency's Green Power Partnership. The Authority has maintained its ISO 14001 certification for 16 years which includes a third-party audit every year. The most recent third-party audit was a surveillance audit and resulted in no findings. Additionally, in 2024, the Authority's performance under the Green Marine Certification program maintained the highest level of performance in all applicable performance indicators and making steady progress

on achieving updated and new performance indicators. The status is published by Green Marine on their website annually.

The Authority is the sole or primary funder for several local environmental groups that provide relevant and important services to protect the environment in the Coastal Bend Region. These organizations include the Coastal Bend Air Quality Partnership, Coastal Bend Bays & Estuaries Program, Corpus Christi Area Oil Spill Control Association, and the Pollution Prevention Partnership hosted by Texas A&M University Corpus Christi. The Coastal Bend Air Quality Partnership has completed the development of a Coastal Bend Community Air Action Plan, and the Authority is deeply involved in the working groups established as part of that effort.

Community Engagement

As a key U.S. energy export hub and a significant driver of economic activity in Texas and the nation, the Authority understands the importance of engaging with and supporting the community through strategic initiatives that align with its role in fostering long-term economic growth and sustainability. By law, the Authority is allowed to set aside a Promotion and Development (P&D) Fund of not more than five percent (5%) of its gross income from operations each calendar year to support activities that help promote the business of the Authority or improve the general welfare of the region in which we operate.

The Authority has long dedicated a portion of its annual revenues to the P&D Fund, supporting community initiatives that align with its core mission. While the specific categories for fund allocation have evolved, the overarching purpose remains unchanged: to foster community prosperity, protect the environment, and set future generations up for success.

The Authority actively partners with community organizations to educate and inform the public about its projects and programs while also funding sponsorships that align with its key Areas of Impact:

- Community Vitality
- Economic Development & Job Creation
- Education and Workforce Development
- Health Care & Safety
- Sustainability and Environmental Stewardship

Over the years, the Authority's commitment to the community has grown substantially. Contributions through the P&D Fund have increased from $1.3 million in 2018 to $5.9 million in 2024, reflecting both record-breaking revenue growth and the rising needs of the region. While the scale of investment has expanded, our focus remains steadfast on initiatives that create lasting, meaningful impacts in these critical areas. A prime example of our commitment is our partnership with Learning Undefeated, a STEM nonprofit, to introduce high school students to environmental sustainability through PORT-Able Learning Lab. This $300,000 annual investment has not only provided hands-on learning experiences and exposed students to career opportunities in the energy industry but has also earned national recognition for the Authority's education outreach efforts. With growth comes responsibility, and the Authority remains committed to investing in the well-being of the South Texas Coastal Bend. By prioritizing these Areas of Impact, we are delivering meaningful, long-term benefits for the communities we serve today and for generations to come.

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ECONOMIC OUTLOOK

In 2025, the Authority expects full year crude oil exports that match what we saw in 2024. Texas oil fields have seen significant growth in production, fueled by an unwavering global demand for reliable and affordable energy. As a leading U.S. energy export gateway, the Authority has enabled its customers to be at the forefront of this expansion, delivering Texas energy to Europe and beyond. While the region is nearing its maximum pipeline capacity, continued production growth and strong demand throughout the world will likely lead to increased capacity development in the coming years. The Authority believes that the robust global demand for fossil fuels will endure for decades, including additional opportunities in the dry bulk business in the form of pet coke exports. Even as the U.S. energy sector actively seeks to reduce its environmental footprint, and governments advocate for lower emissions and a shift to renewable sources, the crucial role of fossil fuels will be in meeting energy needs as Countries across the globe are increasingly converting to natural gas fired power generation. That will present growing demand opportunities for liquified natural gas (LNG) from Cheniere Energy's Corpus Christi Liquefaction, LLC (CCL) plant with their Stage 3 (CCL Stage 3) expansion project currently in the construction and commissioning phases. In December 2024, Train 1 of CCL Stage 3 produced LNG and is expected to reach substantial completion in early 2025. Two additional midscale trains are expected to achieve substantial completion in 2025, and the remaining four midscale trains are expected to reach substantial completion in 2026. Completion of CCL Stage 3 will add approximately ten million tons per year of LNG production to that facility's existing 15-million-ton nameplate capacity.

AWARDS AND ACKNOWLEDGMENTS

Awards

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Port of Corpus Christi Authority of Nueces County, Texas, for its Annual Comprehensive Financial Report for the fiscal year ended December 31, 2023. This was the 41st consecutive year that the Authority has received this prestigious award. To be awarded a Certificate of Achievement, a governmental unit must publish an easily readable and efficiently organized annual comprehensive financial report. This report satisfies both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement for Excellence in Financial Reporting is valid for a period of one year only. We believe our current Annual Comprehensive Financial Report continues to meet the Certificate of Achievement program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

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Acknowledgments

We wish to express our appreciation for the efficient and dedicated services of the entire staff of the Authority's Finance and Accounting Department, who were primarily responsible for assembling and compiling the data comprising the ACFR. It should also be noted that the preparation of this report would not have been possible without the teamwork of the Authority's most important asset, its people. Adhering to its SEAPORT Values (Safety, Empowerment, Accountability, Preparedness, Optimism, Respect, and Teamwork), Authority Staff are dedicated to their overall fiduciary role to ensure the transparency and responsibility of the funds entrusted to them by the Port Commission. The performance of Staff could not be possible without the extraordinary governance of the Port Commission, who uphold the highest of standards in transparent and responsible governance and policymaking.

Respectfully Submitted,

Kent A. Britton
Chief Executive Officer

Cindy Bertolami
Chief Financial Officer

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Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Port of Corpus Christi Authority of Nueces County Texas

For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

December 31, 2023

Christopher P. Morrill

Executive Director/CEO

PORT COMMISSION, PORT OF CORPUS CHRISTI AUTHORITY

- **Chief Executive Officer** — **Kent Britton**
  - Chief Financial Officer — Cindy Bertolami
    - Director of Finance — Marie-Eve Reyes
    - Director of Real Estate — Sam Esquivel
      - Manager of Foreign Trade Zone — Danielle Converse
    - Director of Procurement — Eduardo Belmarez
    - Director of Information Technology — Brooks Lobingier
  - Chief Talent Officer — Brenda Reed
  - Chief Operating Officer — Kyle Hogan
    - Director of Engineering Services — Natasha Fudge
      - Chief of Design & Construction — vacant
      - Chief of Design & Construction — Jacob Morales
      - Chief of Program Management — Sonya Lopez-Sosa
    - Director of Channel Infrastructure — Dan Koesema
    - Director of Operations — Tony MacDonald
      - Assistant Director of Operations — Jesse Robinson
      - Harbormaster — Russell Cordo
      - Manager of Bulk Terminal — Kaleb Moseley
      - Facilities Manager — Craig Gotthardt
      - Safety Manager — Regina Powers
    - Director of Port Security — Mark Gutierrez
      - Chief of Port Police — Eric Giannamore
    - Director of Emergency Management — Danielle Hale
  - Chief External Affairs Officer — Omar Garcia
    - Director of Community Relations — Rosaura Bailey
    - Director of Communications — Lisa Hinojosa
    - Director of Government Affairs — Neldo Olivo
    - Director of Commercial Business Development — Yudi Takizawa
  - Chief Strategy & Sustainability Officer — Jeff Pollack
    - Director of Environmental Planning & Compliance — Sarah Garza
    - Director of Planning — Leslie Ruta

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PORT COMMISSIONERS

David P. Engel, Chairman

Wes Hoskins, Vice-Chair

Gabe Guerra, Secretary

Rajan Ahuja, Commissioner

Diane Gonzalez, Commissioner

Tony LaMantia, Commissioner

Mike Pedrotti, Commissioner

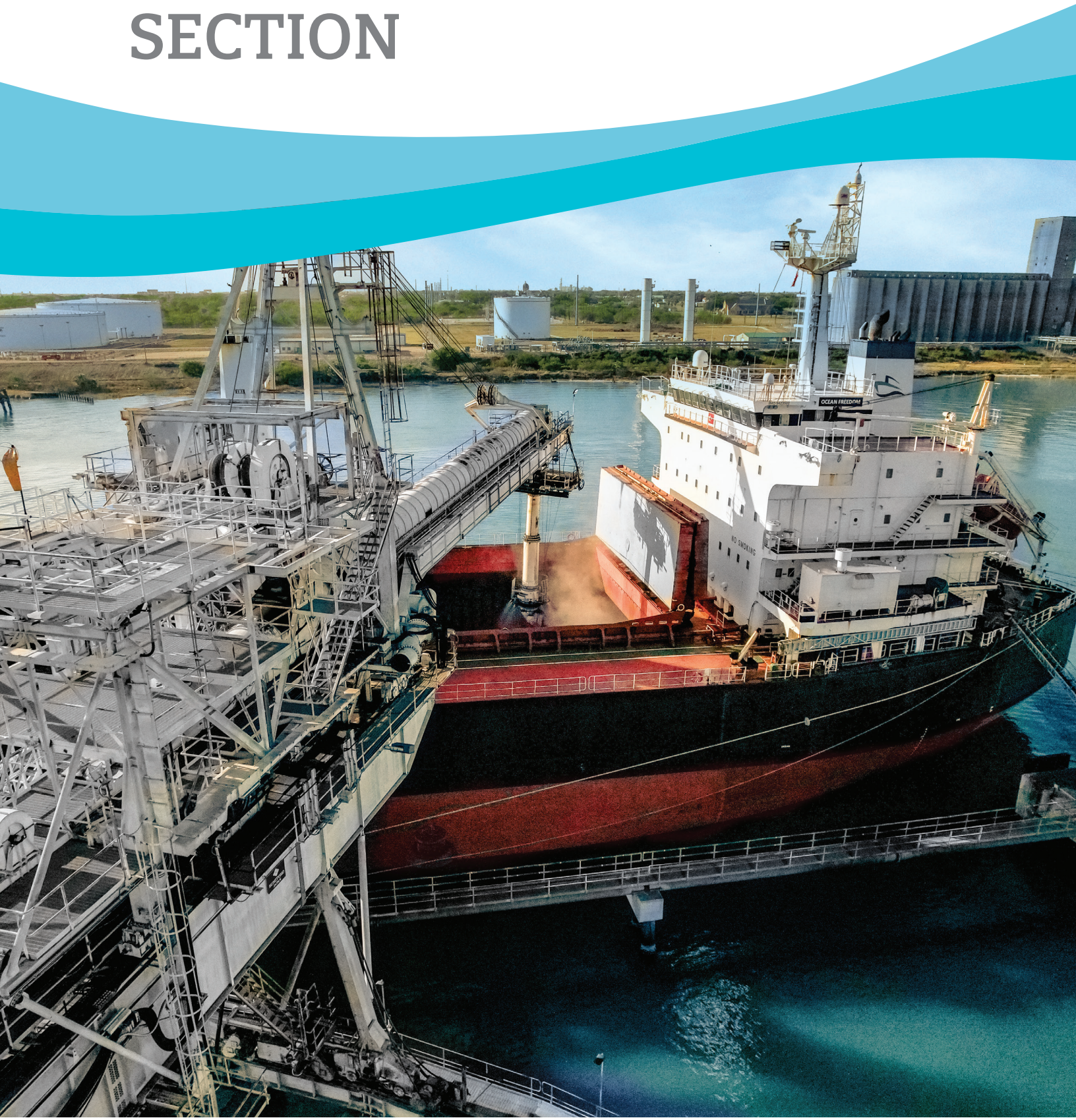
EXECUTIVE STAFF

Kent Britton, Chief Executive Officer
Omar Garcia, Chief External Affairs Officer
Kyle Hogan, Chief Operating Officer
Brenda Reed, Chief Talent Officer
Jeff Pollack, Chief Strategy & Sustainability Officer
Cindy Bertolami, Chief Financial Officer
Rosaura Bailey, Director of Community Relations
Nelda Olivo, Director of Government Affairs
Natasha Fudge, Director of Engineering Services
Sarah Garza, Director of Environmental Planning & Compliance
Tony MacDonald, Director of Operations
Mark Gutierrez, Director of Port Security
Sam Esquivel, Director of Real Estate
Brooks Lobingier, Director of Information Technology
Marie-Eve Reyes, Director of Finance
Yudi Takizawa, Director of Commercial Business Development
Eduardo Belmarez, Director of Procurement
Lisa Hinojosa, Director of Communications
Dan Koesema, Director of Channel Infrastructure
Leslie Ruta, Director of Planning
Danielle Hale, Director of Emergency Management

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FINANCIAL SECTION



Pet coke is loaded onto the vessel Ocean Freedom in December 2024 at the Port of Corpus Christi Bulk Dock facility.

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MAULDIN & JENKINS
CPAs & ADVISORS

INDEPENDENT AUDITOR'S REPORT

To the Port Commissioners
Port of Corpus Christi Authority of Nueces County, Texas
Corpus Christi, Texas

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of the **Port of Corpus Christi Authority of Nueces County, Texas** (the "Authority"), as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the Authority, as of December 31, 2024, the changes in financial position, and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

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Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis (on pages 6 through 14), the Schedule of Changes in the Net Pension Liability (Asset) and Related Ratios (on page 41), the Schedule of Employer Contributions to the Pension Plan (on page 42), and the Schedule of Changes in Total OPEB Liability and Related Ratios (on page 43) be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The supplemental schedules, as listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal awards is presented for the purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations*, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and is also not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplemental schedules and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

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Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory section, the statistical section, and the Additional Information (Continuing Disclosure Under SEC Rule 15c2-12) as listed in the table of contents, but does not include the basic financial statements and our auditor's report thereon. Our opinion on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 27, 2025, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

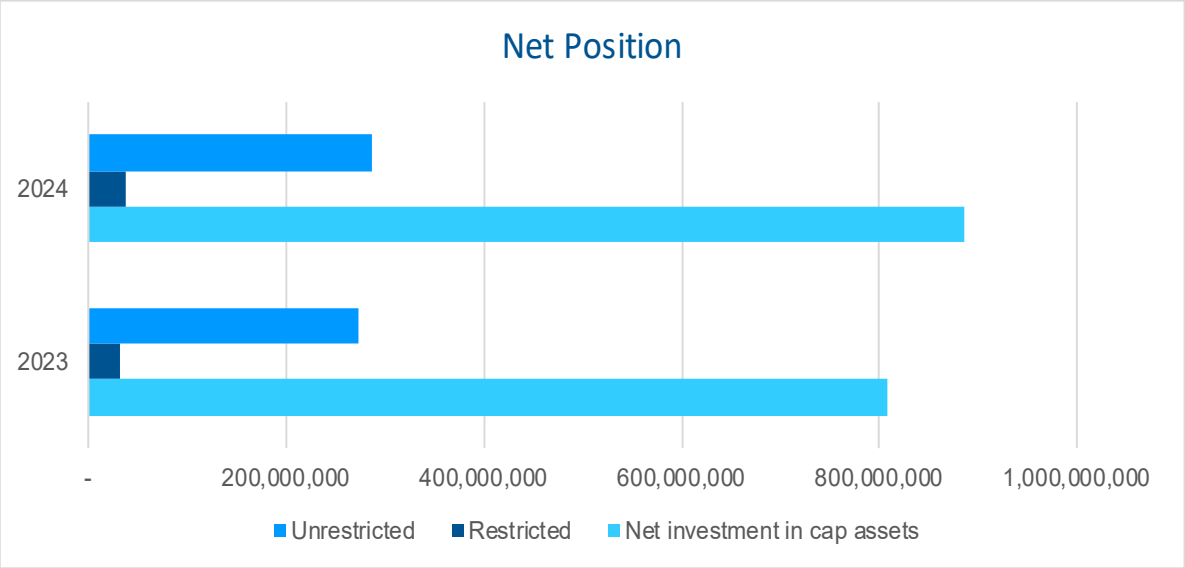
Mauldin & Jenkins, LLC

Savannah, Georgia
March 27, 2025

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As management of the Port of Corpus Christi Authority of Nueces County, Texas (Authority), we offer readers as an introduction to the Authority's financial statements, this narrative overview and analysis of the Authority's activities and financial performance for the year ended December 31, 2024. This discussion and analysis is designed to assist the reader in focusing on the significant financial issues and activities and to identify any significant changes in financial position. We encourage readers to consider the information presented here in conjunction with the Authority's financial statements taken as a whole. All amounts, unless otherwise indicated, are expressed in whole dollars.

FINANCIAL HIGHLIGHTS



- The total net position of the Authority at December 31, 2024 was $1,210,802,762 increasing $97,558,058 or 8.8% over the prior year.
- The net investment in capital increased $76,535,414 over the prior year as a result of capital additions net of depreciation of $78,241,868 and a decrease in the related capital debt as a result of existing debt requirements.
- Restricted net position increased $6,110,105 over the prior year. The required restriction for debt service increased $2,421,737. Escrow funds included total $639,277.
- Unrestricted net position of $287,564,561 may be used to meet the Authority's current ongoing obligations to employees and creditors and increased $14,912,539 over the prior year.

OVERVIEW OF THE FINANCIAL STATEMENTS

The Authority's basic financial statements are comprised of the financial statements and the notes to the financial statements. The basic financial statements can be found on pages 15 through 40 of this report. Since the Authority is comprised of a single enterprise fund, no fund level financial statements are shown. This report also contains other supplementary information in addition to the basic financial statements themselves.

Basic Financial Statements

The basic financial statements are designed to provide readers with a broad overview of the Authority's finances, in a manner similar to a private-sector business. These statements offer short and long-term financial information about its activities.

The Statement of Net Position presents information on all the Authority's assets and deferred outflows of resources and liabilities and deferred inflows of resources, with the difference between the two reported as net position. The assets and liabilities are presented in a format which distinguishes between current and long-term assets and liabilities. Net position increases when revenues exceed expenses. An increase in assets without a corresponding increase to liabilities results in increased net position, which indicates an improved financial position.

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The Statement of Revenues, Expenses, and Changes in Net Position accounts for all of the Authority's current year's revenues and expenses. All changes in net position are reported as soon as the underlying event occurs, regardless of timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future periods (e.g., earned but unused vacation leave).

The Statement of Cash Flows primary purpose is to provide information about the Authority's cash receipts and cash payments during the reporting period. The statement reports cash receipts, cash payments, and net changes in cash resulting from operations, investing and financing activities and provides answers to such questions as where did cash come from, what was cash used for, and what was the change in cash balance during the reporting period.

The notes provide additional information that is essential to a full understanding of the data provided in the financial statements.

Required Supplementary Information

In addition to the financial statements and accompanying notes, this report also presents certain *required supplementary information* that further explains and supports the information in the basic financial statements found on pages 41 - 43 of this report.

FINANCIAL ANALYSIS

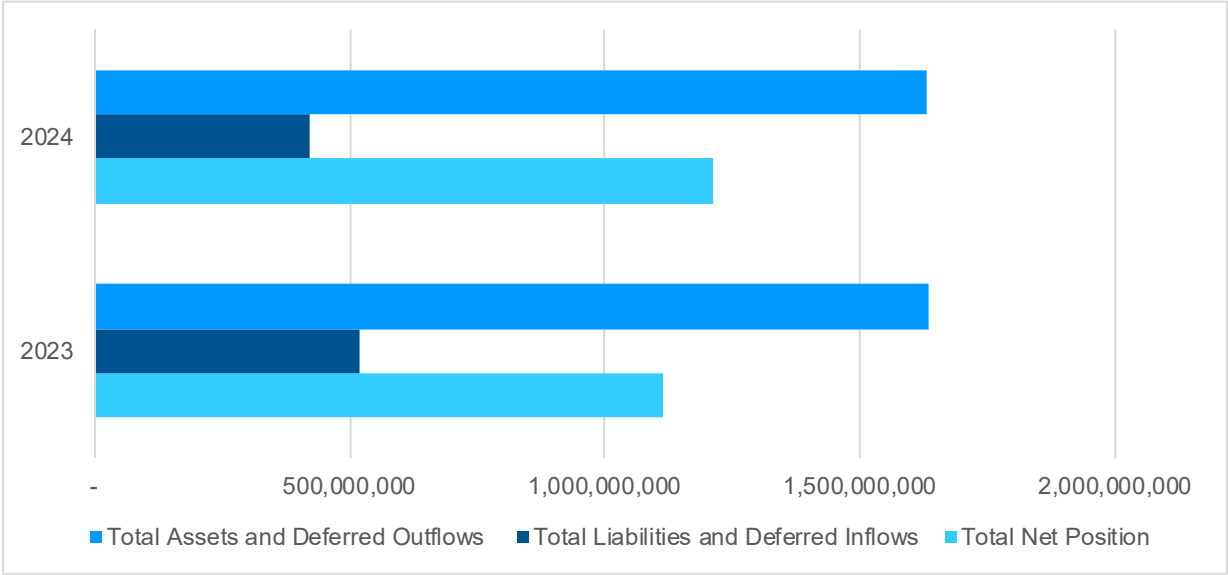
The fundamental question that is most asked of business is, as a whole "Are you better off or worse off as a result of the year's activities?" The Statement of Net Position, and the Statements of Revenues, Expenses, and Changes in Net Position report information about the Authority's activities in a way that will help answer this question. These two statements report the net position of the Authority and changes in it. Over time, increases or decreases in the Authority's net position are one indicator of whether its financial health is improving or deteriorating.

Statement of Net Position

Net Position is the difference between the Authority's assets plus deferred outflows of resources and liabilities plus deferred inflows of resources. Over time, increases or decreases in net position may serve as an indicator of whether the Authority's financial position is improving or deteriorating.

The following condensed Statement of Net Position provides an overview of the Authority's net position as of December 31, 2024 and 2023:

	2024	2023	2024-2023 Change
Assets			
Current assets	$ 334,959,836	$ 333,295,935	$ 1,663,901
Restricted assets	37,930,299	31,820,194	6,110,105
Capital assets, net	1,183,783,644	1,105,541,776	78,241,868
Other non-current assets	69,195,101	157,205,301	(88,010,200)
Total Assets	**1,625,868,880**	**1,627,863,206**	**(1,994,326)**
Deferred Outflows of Resources			
Deferred outflows	4,750,550	5,873,367	(1,122,817)
Total Assets and Deferred Outflows of Resources	**1,630,619,430**	**1,633,736,573**	**(3,117,143)**
Liabilities			
Current liabilities	72,011,294	42,424,473	29,586,821
Long-term debt, net of current portion	264,127,063	274,295,586	(10,168,523)
Other liabilities	5,372,665	5,526,749	(154,084)
Total Liabilities	**341,511,022**	**322,246,808**	**19,264,214**
Deferred Inflows of Resources			
Deferred inflows	78,305,646	198,245,061	(119,939,415)
Total Liabilities and Deferred Inflows of Resources	**419,816,668**	**520,491,869**	**(100,675,201)**
Net Position			
Net investment in capital assets	885,307,902	808,772,488	76,535,414
Restricted	37,930,299	31,820,194	6,110,105
Unrestricted	287,564,561	272,652,022	14,912,539
Total Net Position	**$ 1,210,802,762**	**$ 1,113,244,704**	**$ 97,558,058**



The Authority's net position of $1,210,802,762 at the close of 2024 increased by $97,558,058 over 2023. The largest portion of the Authority's net position (73.1%) reflects its net investment in capital assets. The Authority uses these capital assets to provide services to its customers and consequently, these assets are not available for future spending. Although the Authority's investment in capital assets is reported net of related debt and construction and retainage payables, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. Unrestricted net position (23.8%) may be used to meet the Authority's ongoing obligations to employees and creditors. The remainder of the Authority's net position (3.1%) represents resources that are subject to external legal restrictions on how they may be used.

The Authority's total assets and deferred outflows decreased by $3,117,143 (.2%) below 2023. Most of this decrease is in Other non-current assets due to GASB Statement No. 87 and is shown in detail on page 7 of the Management's Discussion and Analysis.

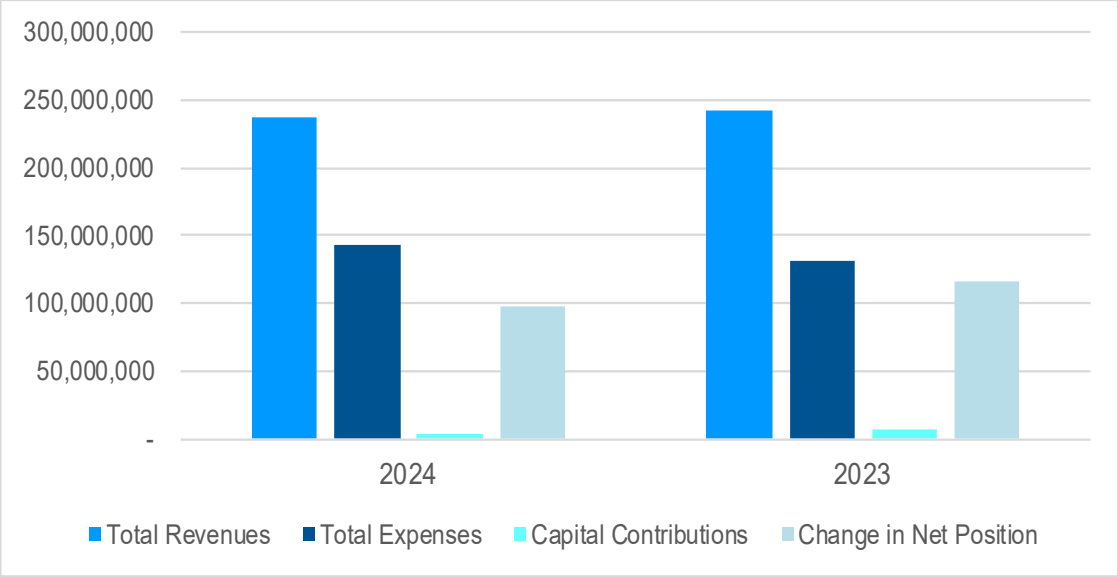
The Authority's total liabilities and deferred inflows decreased by $100,675,201 (19.3%) below 2023. Current liabilities have increased $29,586,821 as part of GASB Statement No. 87. Deferred inflows decreased $119,939,415 as part of GASB Statement No. 87. Long term debt, net of current portion, as noted on page 7, has decreased by $10,168,523 from 2023. This decrease includes the change in the Authority's revenue bonds and compensated absences.

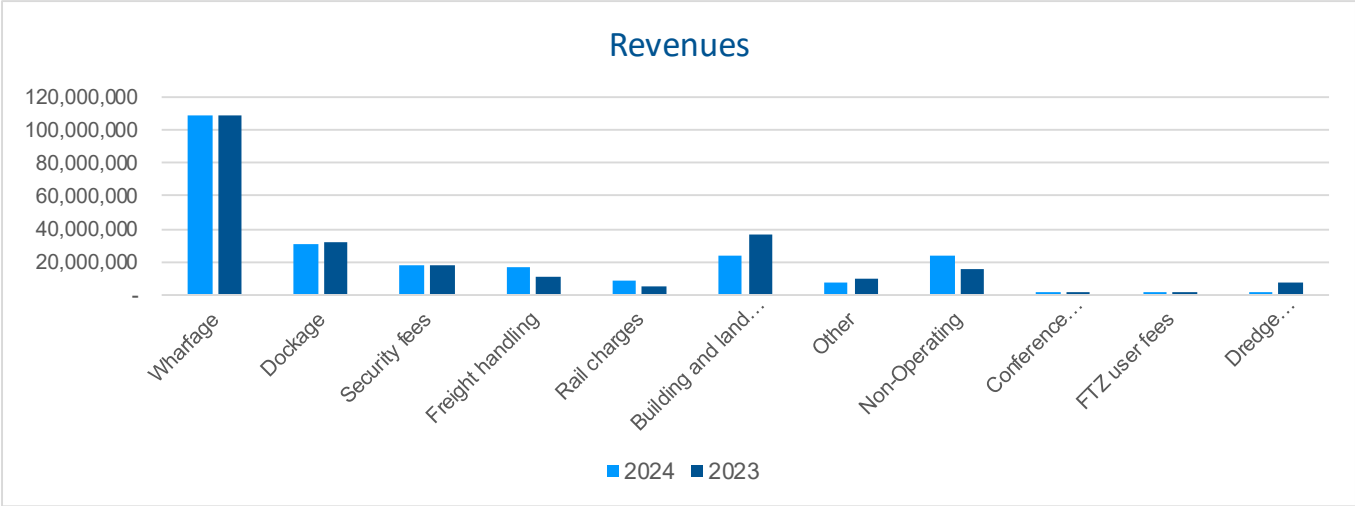
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Statement of Revenues, Expenses, Change in Net Position

The Statement of Revenues, Expenses, and Change in Net Position serve as a measure to determine how successful the Authority was during the past year in recovering its costs through its user fees and other charges, as well as its profitability and credit worthiness. The following Statement of Revenues, Expenses, and Change in Net Position summarizes the operations of the Authority for the years ended December 31, 2024 and 2023:

	2024	2023	2024-2023 Change
Revenues			
Operating revenues:			
Wharfage	$ 109,366,152	$ 109,041,748	$ 324,404
Dockage	30,710,296	31,995,536	(1,285,240)
Security fees	18,051,462	18,383,241	(331,779)
Freight handling	16,362,047	11,245,390	5,116,657
Rail charges	8,263,630	5,631,480	2,632,150
Building and land rentals	24,046,503	37,129,428	(13,082,925)
Conference center services	1,392,787	1,870,759	(477,972)
FTZ user fees	240,750	246,500	(5,750)
Dredge placement fees	1,340,792	7,257,336	(5,916,544)
Other	4,841,361	2,743,383	2,097,978
Total operating revenues	214,615,780	225,544,801	(10,929,021)
Investment income	14,843,649	14,761,885	81,764
Federal and other grant assistance	8,492,574	1,139,590	7,352,984
Total Revenues	**237,952,003**	**241,446,276**	**(3,494,273)**
Expenses			
Operating expenses:			
Maintenance and operations	54,015,665	40,895,035	13,120,630
General and administrative	46,174,800	51,421,517	(5,246,717)
Depreciation	30,041,105	26,743,013	3,298,092
Total operating expenses	130,231,570	119,059,565	11,172,005
Interest expense and fiscal charges	12,046,234	12,297,347	(251,113)
Loss on disposal of assets	966,272	738,954	227,318
Total Expenses	**143,244,076**	**132,095,866**	**11,148,210**
Income Before Contributions	**94,707,927**	**109,350,410**	**(14,642,483)**
Capital Grants and Contributions	2,850,131	7,511,525	(4,661,394)
Changes in Net Position	97,558,058	116,861,935	(19,303,877)
Total Net Position, Beginning of Year	1,113,244,704	996,382,769	116,861,935
Total Net Position, End of Year	**$ 1,210,802,762**	**$ 1,113,244,704**	**$ 97,558,058**





Operating revenues in 2024 decreased by $10,929,021 or (4.8%) below 2023. The major variances in revenues from 2024 to 2023 are as follows:

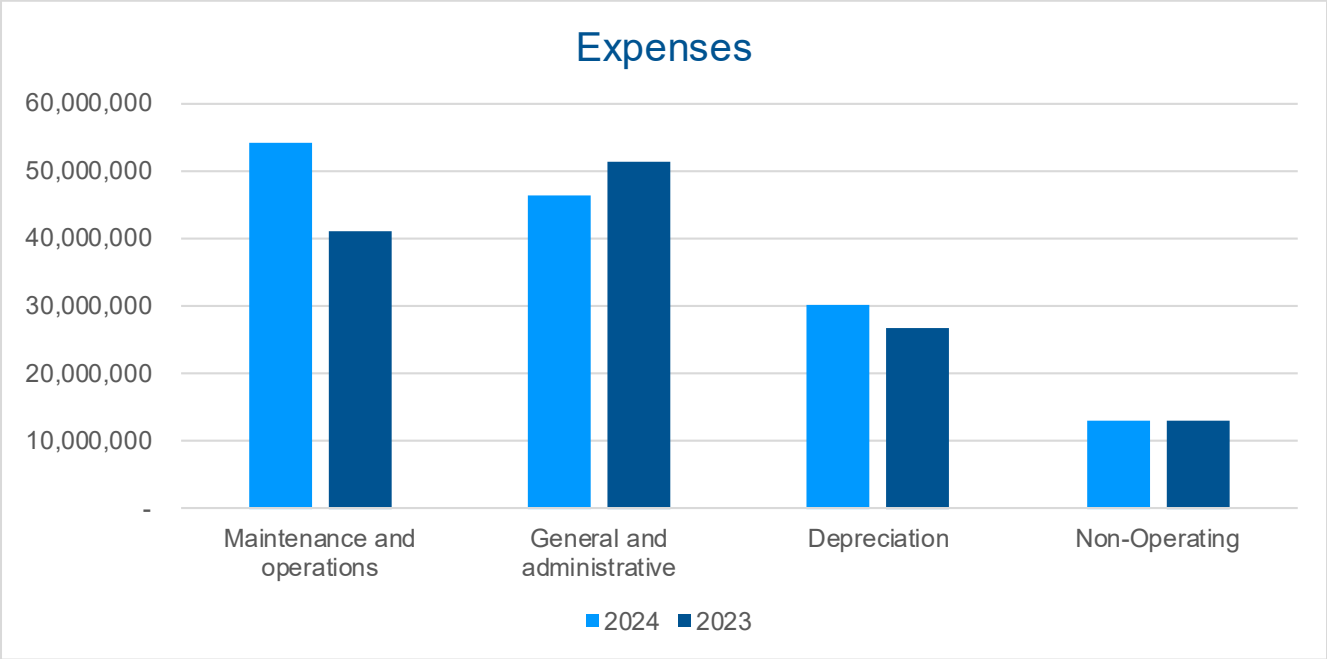
• Building and land rentals	$ (13,082,925)
• Dockage	(1,285,240)
• Handling fees	5,116,657

Building and Land Rental decreased $13,082,925 or (35.2%) below 2023 as part of GASB Statement No. 87. Without GASB 87 entries, Building and Land Rental revenue was $26.2 million in 2023 and $26.1 in 2024. Wharfage increased by $2,552,607 at the private oil docks driven by the two largest crude oil export terminals, Enbridge (Ingleside Energy Center) and Gibson Energy. The two facilities in Ingleside are the only two in the area that are capable of handling Very Large Crude Carriers. The 54-foot channel enables these two terminals to fully load a Suezmax. Both terminals consolidated the market share with over 70% of total exports overall in Corpus Christi driving both wharfage and dockage decreases at the public docks of $3,430,124 and $1,285,240, respectively, below 2023. The Authority maintained crude oil exports at approximately 2.3 million barrels per day in 2024. The Authority remains the largest crude oil export gateway in the United States keeping close to 60% of the total market share in 2024.

The increase in wharfage at the bulk docks of $1,361,536 was a result of the increases in pet coke and steel businesses.

The increase in handling fees of $5,116,657 was due to the increased Pet Coke business. Increased pet coke volumes brought into the Bulk Terminal facility by Motiva added 1.07 million tons in 2024, increasing traffic by more than 10,000 railcars and representing 4% of total revenues.

Non-operating revenues have increased $7,434,748 over 2023 due to the recognition of Section 2106 funds from USACE only recognized upon completion of work.



Operating expenses in 2024 increased $11,172,005 or (9.4%) over 2023. The major variances in expenses from 2024 to 2023 are as follows:

• Maintenance	$ 10,755,823
• Depreciation	3,298,092
• Insurance	1,125,289

Maintenance expense increased mainly due to an increase in maintenance and repairs to the Authority's infrastructure and dredging. Depreciation expense continues to increase as the Authority purchases and constructs additional capital assets. Insurance increased as a result of higher property values.

Capital Grants and Contributions

Capital grants and contributions decreased $4,661,394 from 2023. The Authority is the recipient of a number of federal and state grants from a variety of programs. These grant funds are recorded on the basis of project expenditures made. As projects are advanced and expenditures incurred, grant funds are requested on a reimbursement basis and then recognized.

Capital grants and contributions at December 31, 2024 include the following:

• Federal/state disaster grants	$ 1,768,162
• Security improvements	1,376,613
• Environmental programs	1,828

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CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

The Authority's investment in capital assets as of December 31, 2024, amounts to $1,183,784,644 (net of accumulated depreciation and amortization). This investment in capital assets includes port facilities, elevator and bulk terminal facilities, machinery and equipment, property and buildings, furniture and equipment, intangibles, SBITAS, leases and construction in progress. This amount represents a net increase (additions net of retirements and depreciation) of $78,241,868 or 7.1%. Additional information regarding the Authority's capital assets can be found in Note 4 to the financial statements on page 27.

Major capital asset activity during 2024 include the following:

- Land purchases 22,514,637
- Channel improvement 18,445,622
- Bulk facilities 7,934,274

	2024	2023	2024-2023 Change
Capital assets, not being depreciated/amortized:			
Land	$ 322,185,539	$ 299,670,902	$ 22,514,637
Channel and waterfront improvements	79,277,883	79,277,883	-
Intangibles	387,429	387,429	-
Construction in progress	312,181,827	288,046,415	24,135,412
	714,032,678	667,382,629	46,650,049
Capital assets, being depreciated/amortized:			
Port facilities	346,944,107	334,501,001	12,443,106
Buildings and improvements	97,996,157	81,640,276	16,355,881
Machinery and equipment	19,797,738	20,302,992	(505,254)
Intangibles	1,965,829	981,592	984,237
Subscription based IT arrangements	2,898,034	733,286	2,164,748
Lease- easement	149,101	-	149,101
	469,750,966	438,159,147	31,591,819
Net Capital Assets	**$ 1,183,783,644**	**$ 1,105,541,776**	**$ 78,241,868**

Long-Term Debt

On May 27, 2015, the Authority issued $115,000,000 in taxable revenue bonds for the purposes of acquiring land and acquiring, purchasing, constructing, enlarging, extending, repairing or developing facilities or aids incident to or useful or necessary in the operation or development of the Authority's ports and waterways or in aid of navigation and commerce. The bonds are secured by the pledged revenues from the operation of Port Facilities after the deduction of maintenance and operating expenses other than those related to depreciation or the interest expense on the bonds.

On August 8, 2018, the Authority issued $92,530,000 in Series A Non-Taxable revenue bonds for the purpose of the Corpus Christi Ship Channel Project to deepen and widen the main channel and to add barge lanes. Also on that date, the Authority issued $115,000,000 in Series B Taxable revenue bonds for the purpose of acquisition, design, construction, reconstruction, repair, rehabilitation, improvement and equipping the Port facilities in the Authority's capital improvement program, including the acquisition of land for authorized Authority purposes and construction of the Corpus Christi Ship Channel Project.

Additional information regarding the Authority's long-term debt can be found in Note 8 to the financial statements on page 28. As of December 31, 2024, the Authority had long-term debt outstanding of $276,030,646. The following table summarizes the Authority's long-term debt outstanding as of December 31, 2024, and 2023.

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	2024	2023	2024-2023 Change
Revenue bonds	$ 262,025,000	$ 271,535,000	$ (9,510,000)
Bond premium	11,979,931	12,804,380	(824,449)
Total revenue bonds outstanding	274,004,931	284,339,380	(10,334,449)
Subscription based IT arrangements	2,025,715	586,768	1,438,947
Total	**$ 276,030,646**	**$ 284,926,148**	**$ (8,895,502)**

The Authority's outstanding Revenue Bonds, Series 2015 (Taxable) ("Prior Lien Revenue Bonds") have been assigned an AA- rating from S&P Global Ratings and an Aa3 rating from Moody's Investor Services. The Authority's outstanding Senior Lien Revenue Bonds have been assigned an AA- rating from S&P and an A1 rating from Moody's. In accordance with the Authority's general revenue bond covenants, the Authority is required to maintain a revenue bond coverage of at least 1.25 times the average annual debt service requirements. As of December 31, 2024, the Authority's revenue bond coverage was 6.54 times the average annual remaining debt service requirements.

ECONOMIC OUTLOOK

In 2024, new challenges continued to affect both the local region and global trade markets, with sanctions imposed by the U.S., EU, and other global allies on Russian crude oil and natural gas following the Russian invasion of Ukraine. This translated into a sustained increase in demand for Texas-produced energy, as reflected in the throughput at the Authority's LNG and crude terminals. Economies worldwide remained impacted by inflation and interest rates, with central banks actively working to curb inflationary pressures.

Consistent increased demand out of Europe for crude oil, refined products, and LNG, resulted in record tonnage shipment levels again in 2024, marking the seventh straight year of new highs. Following a 2023 year which the Authority's customers saw significant positive changes in several areas, overall movements of crude oil increased by 3.5% over 2023 to 130.5 million tons, led by crude oil exports at 2.34 million barrels per day in 2024. The Authority's customers set new records for total shipments throughout the year.

Texas has experienced unprecedented growth in crude oil production, with crude oil production from the Permian and Eagle Ford shale growing from just over 1 million barrels per day in 2010 to 7.3 million barrels per day in 2024. The Authority has consistently grown overall shipments and market share of crude oil being exported from Corpus Christi, becoming the largest export gateway for crude oil in the United States in the process. In 2024, the Authority maintained its share of total crude oil exports from the United States, with 60% of total exports. The Authority continues to play a vital role as a major refined products hub, captured additional opportunities in the Pet Coke business in the past two years and remains a logistical and distribution center for cargoes used in steel, construction, crude oil E&P activities, hydraulic fracturing, project cargo, breakbulk, and renewable energy projects such as wind energy components.

The Authority is committed to leveraging its strong financial position and its position of prominence in the seaport space to try to create the most efficient and cost-competitive environment for our customers to conduct business. We consistently deploy our own capital to both create new infrastructure within our port and maintain long-lived assets under our control, giving our customers base access to world-class facilities that enhance their business goals in this region. In addition, we have been highly successful in acquiring state and federal grant funds for a diverse suite of uses, including improving roadway connectivity, creating and enhancing rail operations, providing additional physical and cyber security, investigation the utility of regional property for scalable carbon management, and allowing port operators to acquire clean energy solutions like tugboats and locomotives.

The most immediate and critical project the Authority has managed over the past several years is the congressionally authorized Corpus Christi Ship Channel Improvement Project ("Channel Improvement Project" or "CIP"). The four-phase CIP will provide a safer transit through our waterways and improve the cost competitiveness of our customers by allowing larger vessels to transit with more cargo. The project is fully funded by both the Authority and the Federal Government, with the Authority contributing roughly $186 million and the Federal government just over $405 million to date. The project was broken into four contracts, with Great Lakes Dredge & Dock Company executing on the first and third contracts, and Callen Marine, Ltd. working on the second and fourth contracts. The sections of the channel to Ingleside have been open since July 2023, and the remainder of the project will be open in the second quarter of 2025. The project makes the Corpus Christi Ship

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Channel the most improved channel on the Gulf Coast, which we expect will open up commercial opportunities that were not previously available.

The Coastal Bend region, and much of the central part of the State, is completely dependent upon surface water and has been in varying stages of drought conditions for much of the past decade. Similarly, the growth of new residential and commercial developments throughout the region has strained the existing power supply networks. New industry development is heavily dependent on both a reliable water source and a ready supply of energy, as are most of the existing industries in the region. Though the Authority has no direct role in providing either, it has been working proactively to make sure both are available in the future. The Authority is creating options for water resource development by undertaking regulatory permitting for a potential large-scale seawater desalination facility on Authority-owned property at Harbor Island and expects to submit the final two permit applications needed in early 2025. The Port has also partnered with AEP Texas, the regional power transmission provider, on engineering studies to assess the required solutions for power transmission in the Port operating areas.

In 2025, the Authority expects full year crude oil exports that match what we saw in 2024. Texas oil fields are poised for significant growth in production, fueled by an unwavering global demand for reliable and affordable energy. As the leading U.S. energy export gateway, the Authority's customers will be at the forefront of this expansion, delivering Texas energy to Europe and beyond. While the region is nearing its maximum pipeline capacity, continued production growth and strong demand throughout the world will likely lead to increased capacity development in the coming years. The Authority believes that the robust global demand for fossil fuels will endure for decades, including additional opportunities in the dry bulk business in the form of pet coke exports. Even as the U.S. energy sector actively seeks to reduce its environmental footprint, and governments advocate for lower emissions and a shift to renewable sources, the crucial role of fossil fuels will be in meeting energy needs as Countries across the globe are increasingly converting to natural gas fired power generation. That will present growing demand opportunities for liquified natural gas (LNG) from Cheniere Energy's Corpus Christi Liquefaction, LLC (CCL) plant with their Stage 3 (CCL Stage 3) expansion project currently in the construction and commissioning phases. In December 2024, Train 1 of CCL Stage 3 produced LNG and is expected to reach substantial completion in early 2025. Two additional midscale trains are expected to achieve substantial completion in 2025, and the remaining four midscale trains are expected to reach substantial completion in 2026. Completion of CCL Stage 3 will add approximately ten million tons per year of LNG production to that facility's existing 15-million-ton nameplate capacity.

The Authority, along with its customers, is intently watching what the impact of the change in Federal administrations may have on the relationship between the United States and worldwide consumers of U.S. produced energy. While the new administration will be unabashedly supportive of U.S. energy independence, there are factors such as tariffs or other financial surcharges that could result in decreases in the use of U.S. produced energy that the Authority will continue to monitor.

With over $326 million of cash, cash equivalents and investments on hand at the end of 2024, access to $50 million line of credit with Frost Bank and the potential to raise additional capital as needed, the Authority is well positioned to maintain existing assets, invest in assets or additional property to facilitate regional growth, and to navigate any short to medium term disruptions in revenues generated through customer shipments. In addition, the Authority will take appropriate measures to control both operational and capital spending in 2025 and future years to ensure the financial viability of the organization in the event of any changes in our revenue outlook.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the Authority's finances for all those with an interest in its finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Authority's Chief Financial Officer, 400 Charles Zahn, Jr. Drive, Corpus Christi, TX 78401.

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ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents (Note 2)	$	61,502,620
Investments (Note 2)		232,680,682
Accounts receivable (Note 3)		23,252,500
Lease receivable (Note 6)		12,395,705
Interest receivable		1,205,142
Intergovernmental receivable		43,061
Inventory		1,059,954
Prepaid expenses		2,820,172
Total current assets		334,959,836
NON-CURRENT ASSETS:		
RESTRICTED ASSETS:		
Restricted cash and cash equivalents (Note 2)		32,284,968
Net pension asset (Note 9)		5,006,054
Escrow agreement (Note 5)		639,277
Total Restricted Assets		37,930,299
CAPITAL ASSETS:		
Capital assets, not being depreciated (Note 4)		714,032,678
Capital assets, being depriciated, net (Note 4)		466,703,831
Subscription based IT arrangements, net (Note 4)		2,898,034
Leases, net (Note 4)		149,101
Capital Assets, Net		1,183,783,644
OTHER NON-CURRENT ASSETS::		
Lease receivable (Note 6)		69,195,101
Total Other Non-Current Assets		69,195,101
Total Non-Current Assets		1,290,909,044
TOTAL ASSETS		1,625,868,880
DEFERRED OUTFLOWS OF RESOURCES		
Deferred outflow related to pensions (Note 9)		4,627,089
Deferred outflow related to OPEB (Note 10)		123,461
Total Deferred outflows of resources		4,750,550
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES		1,630,619,430
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES:		
Accounts payable		27,518,734
Accrued expenses		3,610,824
Accrued interest payable		1,029,020
Unearned revenue		25,488,610
Current maturities of long-term debt (Note 8)		11,903,583
Compensated absences, current portion (Note 8)		2,281,863
Total OPEB liability, current portion (Note 10)		178,660
Total Current Liabilities		72,011,294
NON-CURRENT LIABILITIES:		
Security deposits		750,000
Long-term debt, net of current liabilities (Note 8)		264,127,063
Compensated absences, net of current portion (Note 8)		3,159,042
Total OPEB liability, net of current portion (Note 10)		1,463,623
Total Non-Current Liabilities		269,499,728
TOTAL LIABILITIES		341,511,022
DEFERRED INFLOWS OF RESOURCES		
Deferred inflow related to pensions (Note 9)		194,074
Deferred inflow related to OPEB (Note 10)		502,575
Deferred inflow related to Leases (Note 6)		77,608,997
Total Deferred Inflows of Resources		78,305,646
TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES		419,816,668
NET POSITION:		
Net investment in capital assets (Note 13)		885,307,902
Restricted:		
Bond interest and redemption		32,262,264
Escrow agreement (Note 5)		639,277
Law enforcement		22,704
Pension benefits		5,006,054
Unrestricted		287,564,561
TOTAL NET POSITION	$	1,210,802,762

See accompanying notes to financial statements

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OPERATING REVENUES:		
Wharfage	$	109,366,152
Dockage		30,710,296
Security fees		18,051,462
Freight and material handling		16,362,047
Rail Charges		8,263,630
Building and land rentals		24,046,503
Conference center services		1,392,787
FTZ user fees		240,750
Dredging fees		1,340,792
Other		4,841,361
Total Operating Revenues		214,615,780
OPERATING EXPENSES:		
Maintenance and operations		54,015,665
General and administrative		46,174,800
Depreciation and amortization		30,041,105
Total Operating Expenses		130,231,570
Operating Income		84,384,210
NON-OPERATING REVENUES (EXPENSES):		
Investment income		14,843,649
Federal and other grant assistance		8,492,574
Interest expense and fiscal charges		(12,046,234)
Loss on disposal of assets		(966,272)
Net Non-Operating Revenues		10,323,717
Income Before Capital Grants and Contributions		94,707,927
CAPITAL GRANTS AND CONTRIBUTIONS		2,850,131
Change in net position		97,558,058
Total Net Position, Beginning of Year		1,113,244,704
Total Net Position, End of Year	$	1,210,802,762

See accompanying notes to financial statements

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CASH FLOWS FROM OPERATING ACTIVITIES:	
Cash received from customers	$ 212,904,562
Cash payments to suppliers for goods & services	(59,493,359)
Cash payments to employees for services	(37,313,074)
Net Cash Provided by Operating Activities	116,098,129
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:	
Operating grants received	8,492,574
Net Cash Provided by Noncapital Financing Activities	8,492,574
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:	
Acquisition and construction of capital assets	(109,303,701)
Proceeds from sale of capital assets	54,454
Capital grants and contributions	5,800,838
Proceeds from capital debt	3,947,133
Principal payment on capital debt	(12,018,186)
Interest expense and fiscal charges	(12,894,067)
Net Cash Used in Capital and Related Financing Activities	(124,413,529)
CASH FLOWS FROM INVESTING ACTIVITIES:	
Investment income	9,233,499
Proceeds from sale and maturities of investments	296,487,178
Purchase of investments	(323,514,740)
Net Cash used in Investing Activities	(17,794,063)
Net decrease in cash and cash equivalents	(17,616,889)
Cash and Cash Equivalents, Including Restricted Accounts:	
Beginning	111,404,477
Ending	$ 93,787,588

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RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:	
Operating income	$ 84,384,210
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation and amortization	30,041,105
Changes in assets and liabilities:	
Increase in accounts and intergovernmental receivables	(2,531,413)
Decrease in lease receivables	98,097,825
Decrease in inventories	316,808
Decrease in prepaid items	101,163
Increase in net pension asset	(3,678,070)
Decrease in deferred outflows of resources - pension and OPEB	1,122,817
Increase in accounts payable and accrued expenses	5,012,350
Increase in unearned revenue	23,105,989
Decrease in total OPEB liability	(265,889)
Increase in compensated absences	330,649
Decrease in deferred inflows of resources	(119,939,415)
Net cash provided by operating activities	$ 116,098,129

Noncash Investing, Capital, and Financing Activities

Amortization of premium on investments	$ 4,619,304
Change in fair value of investments	(1,176,278)
Change in accrued interest on investments	189,995
Change in intergovernmental receivables	2,950,707
Amortization of premium on revenue bonds	(824,449)
Net non-cash investing, capital, and financing activities	$ 5,759,279

See accompanying notes to financial statements

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1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Port of Corpus Christi Authority of Nueces County, Texas (Authority) have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the Authority's accounting policies are described below.

GENERAL HISTORY OF THE PORT OF CORPUS CHRISTI AUTHORITY

The Nueces County Navigation District No. 1 was created November 30, 1922, by an order of the Commissioners Court of Nueces County, Texas after an election duly held on October 31, 1922, at which time the establishment of said district was submitted to the qualified taxpaying voters of Nueces County, Texas. The territorial boundaries of the District were made co-extensive with those of Nueces County. In 2003, Senate Bill 1934 was passed that allowed for the annexation of San Patricio County into the territorial jurisdiction of the Authority. The District was organized under Article III, Section 52, of the Constitution of the State of Texas, but has since been transferred to and is operating under Article XVI, Section 59, of the Texas Constitution and related laws of the State of Texas, particularly Sections 60 and 62 of the Texas Water Code and all amendments thereto. The Authority being a navigation district and political subdivision of the State of Texas is a separate and distinct entity from Nueces County and operates independent with its own Port Commission as its governing body. The only relationship the Authority and Nueces County have is that in the event the Port Commission deems it necessary to issue tax supported bonds, it must request the Commissioners Court of Nueces County to call an election. The Commissioners Court shall call the election, canvas the vote, and if the bond issue is approved, thereafter set the necessary tax rate to service the bonds. The original property, plant and equipment of the Authority were acquired with funds from the sale of bonds, the interest and sinking funds being provided from ad valorem taxes levied on the property within Nueces County, Texas. Additions to the property, plant and equipment of the Authority have been made with surplus funds arising from the operations of the Authority facilities, grants from the Federal Government, proceeds of general revenue bonds, and improvement bonds supported by ad valorem tax levies.

On May 20, 1981, the Governor of the State of Texas signed into law a bill changing the legal name of the Nueces County Navigation District No. 1 to the Port of Corpus Christi Authority of Nueces County, Texas.

REPORTING ENTITY

In evaluating how to define the Authority for financial reporting purposes, management has considered all potential component units. The decision to include or exclude a potential component unit in the reporting entity was made by applying the criteria set forth in Section 2100 of the GASB Codification of Governmental Accounting and Financial Reporting Standards. GASB defines the reporting entity as the primary government and those component units for which the primary government is financially accountable.

BASIS OF ACCOUNTING

The Authority operates as an enterprise fund to report on its financial position and the results of its operations. Enterprise funds are used to account for operations (a) that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. Measurement focus is a term used to describe which transactions are recorded within the various financial statements. Basis of accounting refers to when transactions are recorded regardless of the measurement focus applied. All enterprise funds are accounted for on a flow of economic resources measurement focus, whereby all assets and all liabilities associated with the operation of these funds are included on the statement of net position. Proprietary fund equity is classified as net position. Enterprise fund operating statements present increases (e.g., revenues) and decreases (e.g., expenses) in net position.

The accrual basis of accounting is utilized by enterprise funds. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred.

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Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Authority's enterprise fund are charges to customers for the use of facilities and services provided. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

The Port Commission adopts an annual budget each year, on a basis consistent with accounting principles generally accepted in the United States of America for proprietary funds, as a prudent management tool. Monthly and quarterly financial reports are prepared for management to maintain proper budgetary control. Those reports are provided to Commissioners monthly and are reviewed by the Port Commission in a public Commission meeting on a quarterly basis, and subsequently posted on the Authority's website.

CASH AND CASH EQUIVALENTS

The Authority's cash and cash equivalents consists of cash on hand, cash held on deposit with financial institutions in demand deposit accounts, and short-term investments with original maturities of three months or less from the date of acquisition. Cash and cash equivalents are included in both unrestricted and restricted assets.

INVESTMENTS

In accordance with its Investment Policy and the Texas Public Funds Investment Act, Chapter 2256, Texas Government Code (PFIA), the Authority may invest in obligations of the US Government, its agencies and instrumentalities, fully collateralized or insured time deposits, local government investment pools having a rating not less than AAA, money market mutual funds registered with the SEC whose assets consist exclusively of obligations of the US Treasury, its agencies or instrumentalities and repurchase agreements backed by those securities, fully collateralized repurchase agreements, general debt obligations of states, agencies, counties, cities and other subdivisions of the United States with a rating not less than AA, fully insured brokered certificates of deposit, delivered versus payment to the Authority's safekeeping agent, and A1/P1 commercial paper with a maturity not to exceed 270 days.

Investments that mature within one year of acquisition are stated at cost or amortized cost. Investments with the remaining maturity of more than one year at the time of purchase are carried at fair value. Any realized gains and losses in fair value are reported in the operations of the current period.

ACCOUNTS RECEIVABLE

Trade receivables are shown net of an allowance for uncollectible accounts which is determined based on historical experience and collection efforts. Bad debts are written off against the accounts receivable allowance when deemed uncollectible.

INVENTORY AND PREPAID ITEMS

Inventory is valued at cost utilizing the first in first out method. Inventory consists of expendable materials used in the operation and maintenance of port facilities.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

PROPERTY, PLANT AND EQUIPMENT

Property constructed or acquired by purchase is stated at historical cost or estimated historical cost if actual historical cost is not available. Donated capital assets are stated at acquisition value as of the date received. Repairs and maintenance are recorded as expenses. Renewals and betterments are capitalized. Authority policy has set the capitalization threshold for capital assets at $5,000. The Authority reviews the carrying value of its capital assets to determine if circumstances exist indicating impairment in the carrying value. If facts or circumstances support impairment, management follows guidance in GASB No.42, *Accounting and Financial Reporting for Impairment of Capital Assets and for Insurance Recoveries*.

Depreciation is computed using the straight-line method over the following useful lives:

Port facilities	10-50 Years
Buildings and improvements	5-50 Years
Machinery and equipment	3-50 Years
Intangibles	3-5 Years

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RESTRICTED ASSETS

Certain resources set aside for the repayment of debt are classified as restricted assets on the Statement of Net Position because their use is limited by applicable bond covenants.

Certain assets are reclassified as restricted due to the restriction on the use of these funds for a particular purpose.

The Authority receives an annual allocation payment from the Law Enforcement Officer Standards and Education (LEOSE) account and that cash is restricted until spent for qualified expenses related to the continuing education of law enforcement personnel.

When an expense is incurred for purposes for which restricted and unrestricted net position are available, the Authority's policy is to apply restricted assets first.

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net assets that applies to a future period and so will not be recognized as an outflow of resources (expense) until then. The Authority has the following items that qualify for reporting in this category.

- Pension contributions after the measurement date – These contributions are deferred and recognized the following fiscal year.
- Difference in expected and actual pension experience - This difference is deferred and recognized over the average remaining service life for all active, inactive, and retired members.
- Changes in actuarial assumptions used to determine the net pension asset and total OPEB liability -This difference is deferred and amortized over the average remaining service life for all active, inactive, and retired members.
- Difference in projected and actual earnings on pension assets - This difference is deferred and amortized over a period of five years.
- Difference in expected and actual OPEB experience – This difference is deferred and amortized over a period of five years.

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net assets that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The Authority has the following items that qualify for reporting in this category:

- Difference in expected and actual pension experience – This difference is deferred and recognized over the average remaining service life for all active, inactive, and retired members.
- Difference in expected and actual OPEB experience – This difference is deferred and amortized over a period of five years.
- Changes in actuarial assumptions used to determine the net pension asset and total OPEB liability – This difference is deferred and amortized over the average remaining service life for all active, inactive, and retired members.
- Leases – This represents the amount to be received for lease contracts over their respective term.

PENSION PLAN

For purposes of measuring the net pension asset, deferred outflows and inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Texas County and District Retirement System (TCDRS) and additions to/deductions from TCDRS's fiduciary net position have been determined on the same basis as they are reported by TCDRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. For more information on the Authority's pension plans, see Note 9 of the Notes to the Financial Statements.

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COMPENSATED ABSENCES

Authority employees are granted vacation at rates of 10 to 25 days per year and may accumulate up to a maximum of 30 to 75 days, depending on their length of employment. Upon termination, employees are paid for any unused accumulated vacation up to a maximum of two (2) times their annual vacation accrual. Sick leave accumulates at the rate of 12 days per year. Upon termination for any reason other than for cause, employees are paid for any unused sick leave up to a maximum of 60 days. Compensated absences are accrued when incurred.

UNEARNED REVENUE

Advance payments for the deposit of dredge materials into the Authority's dredge placement areas are recognized as the materials are deposited. Damage claims and foreign trade zone user fees are recognized as income over the term of related agreements. Amounts received but not yet earned are reflected as unearned revenue in the accompanying statement of net position.

NET POSITION

Net position represents the residual interest in the Authority's assets and deferred outflows after liabilities and deferred inflows are deducted and consists of three sections: net investment in capital assets; restricted and unrestricted. Net investment in capital assets consists of capital assets net of accumulated depreciation and amortization and the outstanding balances of any borrowing spent for the acquisition, construction or improvements of those assets. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the Authority or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. Net position that does not meet the definition of net investment in capital assets or restricted is classified as unrestricted.

CASH RESERVE POLICY

It is the desire of the Authority to maintain adequate funds to maintain liquidity in anticipation of economic downturns or natural disasters. The Authority's Commission has adopted a Cash Reserve Policy and established target goals to further this position.

- Contingencies – a target goal of $10,000,000 was established to cover emergency expenditures incurred due to catastrophic events.
- Self Insurance – a target goal of $5,000,000 was established to cover managed risk exposures.
- Operating – a target goal of a minimum of six months and a maximum of nine months of annual operating expenses, net of depreciation based on the annual operating budget to maintain financial flexibility, liquidity and stability.
- Early Bond Repayment- a target goal of $60,000,000 was established to be held until the time of early redemption.

These target goals are reviewed annually and will be modified as necessary to ensure adequate resources for statutory and legal reserves.

LEASES

The Authority is a lessor for noncancellable leases of land and improvements. The Authority recognizes a lease receivable and a deferred inflow of resources in the Statement of Net Position. At the commencement of a lease, the Authority initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments related to leases include how the Authority determines (1) the discount rate it uses to discount the expected lease payments received to present value, (2) lease term, and (3) lease receipts:

- The Authority uses the interest rate charged as the discount rate. When the interest rate charged is not provided in the agreement, the Authority generally uses its estimated incremental borrowing rate as the discount rate for leases.

- The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable are composed of fixed payments and purchase option prices that the Authority is reasonably certain to receive.

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The Authority monitors changes in circumstances that would require a remeasurement of its leases and will remeasure the lease receivable and deferred inflow of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

SUBSCRIPTION BASED INFORMATION TECHNOLOGY ARRANGEMENTS (SBITA)

The Authority has noncancellable SBITAs of various IT software. The Authority recognizes a SBITA liability and an intangible right-to-use SBITA asset on the Statement of Net Position. The Authority recognizes SBITA's with an initial, individual value of $25,000 or more.

At the commencement of a SBITA, the Authority initially measures the SBITA liability at the present value of payments expected to be made during the SBITA term. Subsequently, the SBITA liability is reduced by the principal portion of SBITA payments made. The SBITA asset is initially measured as the initial amount of the SBITA liability, adjusted for SBITA payments made at or before the SBITA commencement date, plus certain implementation and conversion costs. Subsequently, the SBITA asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to SBITA's include how the Authority determines (1) the discount rate it uses to discount the expected SBITA payments to present value, (2) the SBITA term, and (3) SBITA payments:

- The Authority uses the interest rate charged by the SBITA vendor as the discount rate. When the interest rate charged by the SBITA vendor is not provided, the Authority uses its estimated incremental borrowing rate as the discount rate.
- The Authority term includes the noncancellable period of the SBITA. SBITA payments included in the measurement of the SBITA liability are composed of fixed payments and purchase option prices that the SBITA is reasonably certain to exercise.

The Authority monitors changes in circumstances that would require a remeasurement of its SBITA and will remeasure the SBITA asset and liability if certain changes occur that are expected to significantly affect the amount of the SBITA liability.

The Authority reports SBITA assets with capital assets and SBITA liabilities with long-term debt on the Statement of Net Position.

CONCENTRATION OF REVENUES

The Authority's operating revenues may be subject to risk because of their concentration in the petroleum industry, which has the potential to be negatively impacted by future changes in consumer demand because of a variety of possible negative external factors, domestic policy changes, or limitations on local resources necessary for continued operations. External factors could include a potential global recession as a result prolonged inflation and the impacts of an ongoing land war in Europe, as well as a quicker than expected transition away from fossil fuels to mitigate the perceived impact of those fuels on environmental climate change. Domestic policy changes including tariffs and other surcharges could negatively impact the Authority's customers access to or competitiveness in overseas markets. Local shortages in water available for industrial use or limitations on power transmission could negatively impact existing industry as well as the ability to continue to grow local regional output.

The Authority's top ten customers in terms of total revenue are from the petroleum industry and 81 percent of the Authority's revenue base for 2024. The overarching product groups of crude oil and petroleum products (which include Refined Products, Pet Coke, LNG and NGLs) accounted for 88 percent of the Authority's tonnage total in 2024. The Authority believes, however, that much of the risk identified above is mitigated by minimum guaranteed throughputs and long-term contracted land lease revenues, combined with a base demand level for all petroleum products that will remain in place despite any current economic uncertainty. In addition, Petroleum products, which are the Authority's second most prevalent commodity group representing 24 percent of all cargo, is a broad catch-all for multiple distinct products such as LNG, LPG and refined products such as gasoline and diesel, and thus represent significant diversification from crude oil. Even within the crude oil commodity, there is significant variety in uses of the product, with approximately half of consumed crude oil being used for transportation needs and the other half used to produce widely used consumer goods. The Authority believes that the long-term demands for crude oil, petroleum products, and their derivatives will remain robust for the foreseeable future even as the addition of other types of energy products continues. The Authority has commented on its overall view of the general economic conditions in which it operates in both the MD&A and in the Transmittal Letter which accompanies these financial statements.

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ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

2. DEPOSITS AND INVESTMENTS

At December 31, 2024, the carrying amount of the Authority's demand deposits and cash on hand was $61,502,620.

The exit or fair value prices used for these fair value valuations of the portfolio are all Level 1 and represent unadjusted quoted prices in active markets for identical assets and liabilities that have been accessed at the measurement date.

The Authority's investments at December 31, 2024 carried at fair value are as follows:

	2024		
Investment Type	Fair Value	Weighted Average Maturity (Days)	Credit Risk
Local government pool	$ 88,697,927	1	AAA
Municipal Bonds	29,593,889	880	
United States Treasuries	55,116,797	1294	
United States Agencies	47,919,855	1197	
Commercial Papers	100,050,141	154	A-1/P-1
Total	321,378,609		
Short-term investments included in cash and cash equivalents	88,697,927		
Equity in Total Investments	**$ 232,680,682**		

In accordance with GASB Codification Section 150.151-.158, the Authority's financial statements are required to address custodial credit risk, credit risk of investments, concentration of risk, foreign currency risk, and interest rate risk.

CUSTODIAL CREDIT RISK

To control custody and safekeeping risk, State law and the Authority's adopted Investment Policy requires collateral for all time and demand deposits, as well as collateral for repurchase agreements, be transferred delivery versus payment and held by an independent party approved by the Authority. The custodian is required to provide original safekeeping receipts and monthly reporting of positions with position descriptions including market value for both type transactions. All repurchase agreements and deposits must be collateralized to 102% and be executed under written agreements. The counterparty of each type transaction is held contractually liable for monitoring and maintaining the required collateral margins on a daily basis.

The Authority's portfolio contained no repurchase agreements and all bank demand deposits were fully insured and collateralized. All pledged bank collateral for demand deposits and certificates of deposits were held by an independent institution outside the bank's holding company.

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CREDIT RISK

The primary stated objective of the Authority's adopted Investment Policy is the safety of principal and avoidance of principal loss. Credit risk within the Authority's approved investments authorized by the adopted Investment Policy occurs in time and demand deposits, repurchase agreements, investment pools, commercial paper, and state and municipal obligations. All other investments are rated AAA, or equivalent, by at least one nationally recognized securities rating organization (NRSRO). State law and the adopted Investment Policy requires inclusion of a procedure to monitor and act as necessary to changes in credit rating on any investment which requires a rating. The adopted Investment Policy also requires a procedure to verify continued FDIC insurance weekly on brokered certificates of deposit.

State law and the adopted policy allow for investment in general obligations of any United States state or its agencies or sub-divisions not to exceed five years to stated maturity and rated not less than AA or its equivalent by one nationally recognized rating agency. The Authority's Investment Policy further restricts bonds to a maximum of $10 million per issuer and block size purchases are limited to $10 million.

Local government investment pools in Texas are required to be rated AAA, or equivalent, by at least one nationally recognized rating organization. The adopted Investment Policy restricts investments to AAA-rated, local government investment pools striving to maintain a $1 net asset value and further regulated by state law.

CONCENTRATION OF RISK

The Authority recognizes over-concentration of assets by market sector or maturity as a risk to the portfolio. The adopted Investment Policy establishes diversification as a major objective of the investment program and sets diversification limits for all authorized investment types which are monitored on at least a monthly basis. Diversification limits are established as:

Investment Policy		Percent of Portfolio 2024
United States Treasury securities	100%	16.83%
United States Agency securities	100%	14.63%
Depository Certificates of Deposit	80%	-
Repurchase Agreements	100%	-
Flex Agreements by bond fund	100%	-
Local Government Investment Pools	100%	27.08%
Percent of pool ownership	10%	-
Money Market Mutual Funds	100%	1.83%
Percent of pool ownership	10%	-
Interest bearing accounts	100%	-
Brokered Certificates of Deposit	10%	-
State and Local Debt Obligations	80%	9.03%
Percent of one issuer	10%	-
Commercial Paper	35%	30.60%
Limit per Issuer	10%	-

INTEREST RATE RISK

Interest rate risk is the risk associated with declines or rises in interest rates, which cause an investment in a fixed-income security to increase or decrease in value. In order to limit interest and market rate risk from changes in interest rates, the Authority's adopted Investment Policy sets maximum maturity dates for authorized investment types and a maximum dollar-weighted average maturity limit for the portfolio. The maximum stated final maturity of any investment is five years. The dollar-weighted average maturity (WAM) of the total portfolio is restricted to a maximum of two years.

For purposes of disclosing interest-rate risk, the maturity of a government's position in an external investment pool is based on the average maturity of the pool's investments regardless of the ability of the pool's participants to withdraw funds on demand. As of December 31, 2024, the portfolio contained six structured callable notes which would be impacted by interest rate risk as listed in the following table:

Issuer	Coupon Rate	Purchase Date	Maturity Date	Call Date	Call Structure	Book Value	Market Value
TEXAS TRANSN COMMN ST HWY FD REV	5.028%	10/16/2023	4/1/2026	N/A	Simk/M-W Call	$ 1,923,558	$ 1,940,480
INDIANA BD BK REV	5.490%	8/17/2023	7/15/2026	N/A	Simk/M-W Call	2,877,448	2,895,618
BOARD OF REGENTS TEXAS A&M UNIVERSITY SYSTEM	2.986%	8/14/2024	5/15/2028	N/A	Continuously callable	5,100,723	5,000,100
FFCB	5.420%	5/15/2024	5/15/2028	5/15/2025	Continuously callable with 5 days notice	5,000,000	5,005,900
FFCB	5.430%	6/28/2024	6/20/2028	6/20/2025	Continuously callable with 5 days notice	5,001,191	5,009,800
FHLB	5.710%	5/2/2029	5/2/2029	5/2/2025	Continuously callable with 5 days notice	3,999,133	4,007,480
				TOTAL		**$ 23,902,053**	**$ 23,859,378**

Abbreviations:
FFCB Federal Farm Credit Bank
FHLB Federal Home Loan Bank System

FOREIGN CURRENCY RISK

Foreign currency risk is the risk that changes in exchange rates will adversely affect the fair value of an investment or a deposit. As of December 31, 2024, the Authority had no foreign currency risk.

3. RECEIVABLES

Receivables as of December 31, 2024, including the applicable allowance for uncollectible accounts, are as follows:

	2024
Trade receivables	23,106,749
Damage claims receivable	145,751
Current account receivable	$ 23,252,500

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4. CAPITAL ASSETS

Capital asset activity for the year ended December 31, 2024, is as follows:

	Beginning Balance	Transfers and Additions	Transfers and Retirements	Ending Balance
Capital assets, not being depreciated:				
Land	$ 299,670,902	$ 22,763,049	$ 248,412	$ 322,185,539
Channel and waterfront improvements	79,277,883	-	-	79,277,883
Intangibles	387,429	-	-	387,429
Construction in progress	288,046,415	104,855,913	80,720,501	312,181,827
Total capital assets, not being depreciated	667,382,629	127,618,962	80,968,913	714,032,678
Capital assets, being depreciated/amortized:				
Port facilities	538,909,546	31,313,636	1,855,974	568,367,208
Buildings and improvements	152,731,507	22,826,755	72,254	175,486,008
Machinery and equipment	66,471,064	4,012,064	1,062,854	69,420,274
Intangibles	4,573,551	1,392,874	-	5,966,425
Subscription based IT arrangements	915,658	2,947,133	27,148	3,835,643
Lease- easement	-	161,190		161,190
Total capital assets, being depreciated/amortized	763,601,326	62,653,652	3,018,230	823,236,748
Less: accumulated depreciation/amortization for				
Port facilities	204,408,545	18,029,297	1,014,741	221,423,101
Buildings and improvements	71,091,231	6,417,486	18,866	77,489,851
Machinery and equipment	46,168,072	4,391,211	936,747	49,622,536
Intangibles	3,591,959	408,637	-	4,000,596
Subscription based IT arrangements	182,372	782,385	27,148	937,609
Lease- easement	-	12,089		12,089
Total accumulated depreciation/amortization	325,442,179	30,041,105	1,997,502	353,485,782
Total capital assets, being depreciated/amortized, net,	438,159,147	32,612,547	1,020,728	469,750,966
Total capital assets, net	**$ 1,105,541,776**	**$ 160,231,509**	**$ 81,989,641**	**$ 1,183,783,644**

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5. ESCROW AGREEMENT

Restricted Assets includes an amount of $639,277 including interest, held in escrow as part of a settlement agreement between nearby neighbors and the Port for construction of a marine facility and processing plant in the Inner Harbor. The terms of the settlement agreement provide compensation to affected adjacent property owners, if construction is initiated on the subject project, in exchange for those parties not contesting the air permit application with the Texas Commission on Environmental Quality (TCEQ). The original settlement was signed on May 26, 2015 and TCEQ issued a pre-construction air quality permit shortly thereafter. The Port purchased the settlement agreement from the original lessee for $627,941 in 2019 and considers it an asset running concurrent with the property. If construction on the property begins in 2025 then the money will be released to the other parties to the agreement as intended; if no construction occurs before the expiration of the TCEQ permit, then the Port will be refunded the money. Management reviews any deposits for impairment on an annual basis. At December 31, 2024, there was no reduction of the recorded deposit because construction had not yet commenced.

6. LEASES

The Authority is the lessor for various land and improvements, which meet the definition of a lease under GASB Statement No. 87 as noted in Note 1. For the year ended December 31, 2024, the Authority recognized $14,359,373 as lease revenue.

7. LINE OF CREDIT

During the year ended December 31, 2024, the Authority drew down $1,000,000 on a line of credit with a financial institution and repaid the same amount during the year which included interest of $1,992.

8. NON-CURRENT LIABILITIES

LONG-TERM DEBT

On May 27, 2015, the Authority issued revenue bonds, Series 2015 (Taxable), in the amount of $115,000,000 to pay costs of projects to acquire land and to acquire, purchase, construct, enlarge, extend, repair or develop facilities or aids incident to or useful or necessary in the operation or development of the Authority's ports and waterways or in aid or navigation and commerce. The source of repayment, as defined by the bond resolutions, includes pledged revenues from the operation of Port facilities after the deduction of maintenance and operating expenses other than those related to depreciation or the interest expense on the bonds. Interest is payable on June 1 and December 1 of each year.

On August 8, 2018, the Authority issued senior lien revenue bonds, Series 2018A (Non-AMT) in the amount of $92,530,000 to pay a portion of the costs of the construction, acquisition, and equipping of the Corpus Christi Ship Channel Project (main channel deepening and widening and barge lane separable elements), and Series 2018B (Taxable) in the amount of $115,000,000 to pay the costs of the acquisition, design, construction, reconstruction, repair, rehabilitation, improvement and equipping of Port facilities contained in the Authority's capital improvement program, including the acquisition of land for authorized Authority purposes and construction of the Corpus Christi Ship Channel Project. Certain proceeds of the Bonds were used to pay the costs of issuing the bonds and establishing the Debt Service Reserve Account as defined by the bond resolutions. The source of repayment, includes the Net Operating Revenues as defined in the Master Resolution, however the lien and pledge securing these bonds shall be junior and subordinate to the lien on and pledge of Net Operating Revenues made for the security and payment of the Prior Lien Bonds and the deposits required by the Prior Lien Resolution to the Prior Lien Interest and Sinking Fund and the Prior Lien Reserve Fund while the Prior Lien bonds are outstanding. Interest is payable June 1 and December 1 of each year. Total interest expense for the year ended December 31, 2024 was $ 12,046,234.

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At December 31, 2024, revenue bonds currently outstanding are as follows:

	Interest Rate %	Issue Date	Maturity Date	Outstanding
Revenue Bonds, Series 2015 (Taxable)	7.9-4.6	5/1/2015	12/1/2035	$ 72,725,000
Senior Lien Revenue Bonds, Series 2018A (non-AMT)	4-5	8/1/2018	12/1/2048	85,660,000
Senior Lien Revenue Bonds, Series 2018B (Taxable)	2.9-5	8/1/2018	12/1/2048	103,640,000
Total				**$ 262,025,000**

A statement of changes in long-term debt for the year ended December 31, 2024, is as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Current Portion
Revenue bonds	$271,535,000	$ -	$ 9,510,000	$262,025,000	$ 9,865,000
Bond premium	12,804,380	-	824,449	11,979,931	807,606
Subscription based IT arrangements	586,768	2,947,133	1,508,186	2,025,715	1,230,977
Total	**$284,926,148**	**$ 2,947,133**	**$ 11,842,635**	**$276,030,646**	**$ 11,903,583**

Total debt service requirements for revenue bonds as of December 31, 2024, are as follows:

Years Ending	Principal	Interest	Totals
2025	$ 9,865,000	$ 12,237,807	$ 22,102,807
2026	10,240,000	11,862,810	22,102,810
2027	10,645,000	11,455,439	22,100,439
2028	11,085,000	11,021,666	22,106,666
2029	11,540,000	10,559,280	22,099,280
2030-2034	65,805,000	44,695,137	110,500,137
2035-2039	46,155,000	30,348,250	76,503,250
2040-2044	48,455,000	19,563,250	68,018,250
2045-2048	48,235,000	6,176,500	54,411,500
Total	**$ 262,025,000**	**$ 157,920,139**	**$ 419,945,139**

Total debt service requirements for subscription-based IT arrangements as of December 31, 2024, are as follows:

Years Ending	Principal	Interest	Totals
2025	$ 1,230,977	$ 13,294	$ 1,244,271
2026	794,738	3,864	798,602
Total	**$ 2,025,715**	**$ 17,158**	**$ 2,042,873**

COMPENSATED ABSENCES

A statement of changes in compensated absences for the year ended December 31, 2024, is as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Current Portion
Vacation	$ 1,908,494	$ 1,530,234	$ 1,434,418	$ 2,004,310	$ 1,302,943
Sick leave	3,201,762	1,259,955	1,025,122	3,436,595	978,920
Total	**$5,110,256**	**$2,790,189**	**$2,459,540**	**$5,440,905**	**$2,281,863**

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9. PENSION PLAN

Plan Description

The Authority provides pension, disability, and death benefits for all its full-time employees through a nontraditional defined benefit pension plan in the state-wide Texas County and District Retirement System (TCDRS). This is accounted for as an agent multiple-employer defined benefit pension plan. The Board of Trustees of TCDRS is responsible for the administration of the statewide agent multiple-employer public employee retirement system consisting of 869 defined benefit pension plans which function similarly to cash balance account plans. TCDRS in the aggregate issues an annual comprehensive financial report on a calendar year basis. That report is available upon written request from the TCDRS Board of Trustees at Barton Oaks Plaza IV, Suite 500, 901 South MoPac Expressway, Austin, Texas 78746 or is available on their website at www.tcdrs.org.

Benefits Provided

The plan provisions are adopted by the governing body of the Authority, within the options available in the state statutes governing TCDRS (TCDRS Act). Members can retire at ages 60 and above with 5 or more years of service or with 30 years regardless of age or when the sum of their age and years of service equals 75 or more. Members are vested after 5 years but must leave their accumulated contributions in the plan to receive any employer-financed benefit. Members who withdraw their personal contributions in a lump sum are not entitled to any amounts contributed by the employer.

Benefit amounts are determined by the sum of the employee's contributions to the plan, with interest, and employer-financed monetary credits. The level of these monetary credits is adopted by the governing body of the Authority within the actuarial constraints imposed by the TCDRS Act so that the resulting benefits can be expected to be adequately financed by the employer's commitment to contribute. By law, employee accounts earn 7% interest. At retirement, death, or disability, the benefit is calculated by converting the sum of the employee's accumulated contributions and the employer-financed monetary credits to a monthly annuity using annuity purchase rates prescribed by the TCDRS Act. At retirement, the employee's account is matched at a percentage adopted by the Authority's governing body and the current match is 200%. There are no automatic post-employment benefit changes, including automatic cost-of-living adjustments. Ad hoc post-employment benefit changes, including cost-of-living adjustments can be granted by the governing body of the Authority within guidelines of the TCDRS.

Contributions

The Authority has elected the Annually Determined Contribution Rate plan provisions of the TCDRS Act. The plan is funded by monthly contributions from both employee members and the employer based on the covered payroll of employee members. Under the TCDRS Act, the contribution rate of the Authority is actuarially determined annually as of December 31, two years prior to the end of the fiscal year in which contributions are reported.

The actuarially determined rate for the calendar year 2023 was 9.3%, however the governing body of the Authority adopted the rate of 12 percent for calendar year 2023. The employee deposit rate and the employer contribution rate may be changed by the governing body of the employer within the options available in the TCDRS Act. Employee and Authority contributions were $1,661,097 and $2,847,594 respectively for the year ended December 31, 2023.

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Employees Covered by Benefit Terms

At the measurement date, the following employees were covered by the benefit terms:

	December 31, 2023
Retirees or beneficiaries currently receiving benefits	150
Inactive employees entitled to but not yet receiving benefits	125
Active employees	271
	546

Actuarial Assumptions

The actuarial assumptions that determined the total pension liability as of December 31, 2023 were based on the results of an actuarial experience study for the period January 1, 2017 - December 31, 2020, except where required to be different by GASB Statement 68.

The actuarial valuations were determined using the following actuarial assumptions:

Actuarial Valuation Date	**December 31, 2023**
Actuarial Cost Method	Individual Entry Age Normal
Long-term Investment Rate of Return	7.50%
Discount Rate	7.60%
Inflation Rate	2.50%
Projected Salary Increase Rates:	
General Wage Inflation	3.00%
Merit, Promotion, Longevity	1.70%
Total Projected Salary Increase Rate	4.70%
Cost-of-Living Adjustment	0%
Retirement Age	Experience-based table with rates of retirement ranging from 5.3% at ages 40-49 with less than 15 years of service to 25.3% at age 74 with over 30 years of service; for all eligible members ages 75 and older, retirement is assumed to occur immediately
Disability	Experience-based table with rates of disability ranging from .011% at age 28 to .198% at age 59; members who become disabled are eligible to commence benefit payments regardless of age
Mortality-for the actuarial valuation:	
Depositing members	135% of Pub-2010 General Employees Amount-Weighted Mortality Table for males for males and 120% Pub-2010 General Employees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Service retirees, beneficiaries and	135% of Pub-2010 General Employees Amount-Weighted Mortality Table for males for males and 120% Pub-2010 General Employees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Disabled retirees	160% of Pub-2010 General Disabled Retirees Amount-Weighted Mortality Table for males and 125% Pub-2010 General Disabled Retirees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.

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Discount Rate

The discount rate used to determine the total pension liability as of December 31, 2024 was 7.60%. The discount rate was determined using an alternative method to determine the sufficiency of the fiduciary net position in all future years. This method reflects the funding requirements under the Authority's funding policy and the legal requirements under the TCDRS Act as follows:

1) TCDRS has a funding policy where the Unfunded Actuarial Accrued Liability (UAAL) shall be amortized as a level percent of pay over 20 year closed layered periods.
2) Under the TCDRS Act, the Authority is legally required to make the contribution specified in the funding policy.
3) The Authority's assets are projected to exceed its accrued liabilities in 20 years or less. When this point is reached, the Authority is still required to contribute at least the normal cost.
4) Any increased cost due to the adoption of a cost-of living adjustment is required to be funded over a period of 15 years, if applicable.

Based on the above, the projected fiduciary net position was determined to be sufficient compared to projected benefit payments. Based on the expected level of cash flows and investment returns to the system the fiduciary net position as a percentage of total pension liability is expected to increase from its current level in future years. Since the projected fiduciary net position is projected to be sufficient to pay projected benefit payments in all future years, the discount rate for purposes of calculating the total pension liability and net pension liability (asset) of the Authority is equal to the long-term assumed rate of return on investments of 7.60% for both years presented.

Discount Rate Sensitivity Analysis

The following presents the net pension liability (asset) of the Authority, calculated using the discount rate of 7.60%, as well as what the Authority's net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6.60%) or one percentage point higher (8.60%) than the current rate.

	1% Decrease	Current Discount Rate	1% Increase
	6.60%	7.60%	8.60%
Net pension (asset)	$ 5,257,866	$ (5,006,054)	$ (13,699,673)

Long-Term Expected Rate of Return

The long-term expected rate of return on TCDRS assets is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions and information shown below are based on January 2024 information for a ten-year time horizon. The valuation assumption for long-term expected return is re-assessed a minimum of every four years and is set based on a long-term time horizon, the most recent analysis was performed in 2024.

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Asset Class	Benchmark	Target Allocation (1)	Geometric Real Rate of Return (Expected Minus Inflation) (2)
U.S. Equities	Dow Jones U.S. Total Stock Market Index	11.50%	4.75%
Private Equity	Cambridge Associates Global Private Equity & Venture Capital Index (5)	25.00%	7.75%
Global Equities	MSCI World (net) Index	2.50%	4.75%
International Equities-Developed Markets	MSCI World Ex USA (net) Index	5.00%	4.75%
International Equities-Emerging Markets	MSCI Emerging Markets (net) Index	6.00%	4.75%
Investment-Grade Bonds	Bloomberg Barclays U.S. Aggregate Bond Index	3.00%	2.35%
Strategic Credit	FTSE High-Yield Cash-Pay Capped Index	9.00%	3.65%
Direct Lending	S&P/LSTA Leveraged Loan Index	16.00%	7.25%
Distressed Debt	Cambridge Associates Distressed Securities Index (3)	4.00%	6.90%
REIT Equities	67% FTSE NAREIT Equity REITs Index + 33% S&P Global REIT (net) Index	2.00%	4.10%
Master Limited Partnerships	Alerian MLP Index	2.00%	5.20%
Private Real Estate Partnerships	Cambridge Associates Real Estate Index (4)	6.00%	5.70%
Hedge Funds	Hedge Fund Research, Inc. (HFRI) Fund of Funds Composite Index	6.00%	3.25%
Cash Equivalents	90-Day U.S. Treasury	2.00%	0.60%

(1) Target Asset Allocation was adopted at the March 2024 TCDRS Board meeting
(2) Geometric real rates of return equal the expected return for the asset class minus the assumed inflation rate of 2.2%, per Cliffwater's 2024 capital market assumptions.
(3) Includes vintage years 2005-present of Quarter Pooled Horizon IRRs.
(4) Includes vintage years 2007-present of Quarter Pooled Horizon IRRs.
(5) Includes vintage years 2006-present of Quarter Pooled Horizon IRRs.

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Net Pension Liability (Asset)

The Net Pension Liability (Asset) is the difference between the Total Pension Liability and the plan's Fiduciary Net Position. For the year ended December 31, 2024, the Authority's Net Pension Liability (Asset) was measured as of December 31, 2023, and the Total Pension Liability was determined by an actuarial valuation as of that date.

The changes in net pension liability (asset) for the measurement date of December 31, 2023 based on the actuarial date of December 31, 2023 is reflected below:

	Increase (Decrease)		
Changes in Net Pension Liability/ (Asset)	**Total Pension Liability**	**Fiduciary Net Position**	**Net Position Liability/ (Asset)**
Balances as of December 31, 2022	$ 77,937,202	$ 79,265,186	$ (1,327,984)
Changes for the Year:			
Service cost	3,052,438	-	3,052,438
Interest on total pension liability (1)	5,998,028	-	5,998,028
Effect of economic/demographic gains or losses	494,876	-	494,876
Refund of contributions	(222,958)	(222,958)	-
Benefit payments	(3,990,646)	(3,990,646)	-
Administrative expenses	-	(46,094)	46,094
Member contributions	-	1,661,097	(1,661,097)
Net investment income	-	8,714,247	(8,714,247)
Employer contributions	-	2,847,594	(2,847,594)
Other (3)	-	46,568	(46,568)
Balances as of December 31, 2023	**$ 83,268,940**	**$ 88,274,994**	**$ (5,006,054)**

1) Reflects the change in the liability due to the time value of money. TCDRS does not charge fees or interest.
2) No plan changes valued.
3) Relates to allocation of system-wide items

For the year ended December 31, 2024, the Authority recognized pension expense as follows:

	January 1, 2023 to December 31, 2023
Service cost	$ 3,052,438
Interest on total pension liability	5,998,028
Administrative expenses	46,094
Member contributions	(1,661,097)
Expected investment return net of investment expenses	(6,035,182)
Recognition of deferred inflows/outflows of resources:	
Recognition of economic/demographic gains or losses	136,164
Recognition of assumption changes or inputs	645,608
Recognition of investment gains or losses	(1,433,576)
Other (allocated system-wide items)	(46,566)
Pension expense	**$ 701,911**

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For the year ended December 31, 2024, the Authority recorded deferred outflows and inflows of resources related to the pension as follows:

		Deferred Outflows of Resources		Deferred Inflows of Resources
Differences between expected and actual experience	$	431,730	$	31,634
Changes of assumptions		726,828		162,440
Net difference between projected and actual earnings		410,748		-
Contributions made subsequent to measurement date		3,057,783		-
TOTALS	$	**4,627,089**	$	**194,074**

Deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date of $3,057,783 will be recognized as an increase in the net pension asset for the measurement year ending December 31, 2024 (i.e. recognized in the Authority's financial statements December 31, 2025). Other amounts reported as deferred outflows/inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended December 31:		
2025	$	235,437
2026		(249,454)
2027		1,826,085
2028		(436,836)
Total	**$**	**1,375,232**

10. OTHER POST EMPLOYMENT BENEFITS (OPEB)

GASB Statement No. 75 *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* (OPEB) replaces previous authoritative literature. For plans that do not have formal trusts, GASB Statement No. 75 requires state and local government employers to recognize the total OPEB liability and the related expense on their financial statements along with the related deferred outflows and inflows of resources. In addition to the deferred outflows/inflows associated with plan experience and assumption changes, the standard requires the benefits payments and administrative costs incurred subsequent to the measurement date and before the end of the employer's reporting period to be reported as a deferred outflow of resources. The Authority is required to obtain an actuarial valuation at least once every two years in accordance with GASB 75 standards. The Authority's latest valuation is dated as of January 1, 2023 with the measurement date of December 31, 2024. There have been no significant changes between the valuation date and the measurement date.

Plan Description

The Authority has a single-employer plan and provides postretirement healthcare benefits to eligible retired employees and their spouses through provisions enacted by the authority of the Port Commission. At December 31, 2024, eleven former employees were eligible for these benefits. The Authority funds a portion of the premiums for health insurance. Continuation of these benefits and the Authority's contributions are dependent on periodic authorization by the Port Commission. The health insurance benefits provided to retirees are the same as those offered to active employees. The supplied benefits include hospital, doctor, dental and prescription drug charges.

Employees, who have reached age 60, may continue coverage under the Authority's healthcare plan as a retiree until the age of 65. The Authority does not cover benefits after Medicare eligibility. Coverage is offered to spouses of retirees who are currently receiving benefits and spousal coverage ceases upon the retiree's attainment of age 65. Medical coverage is not available in the event of disability prior to eligibility for retirement.

The plan is not accounted for as a trust fund, as an irrevocable trust has not been established to fund the plan. The OPEB plan does not issue stand-alone financial reports, but includes the total OPEB Liability in the noncurrent liabilities section of the Statement of Net Position, net of the current portion.

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Funding Policy

The Authority's contribution to the plan consists of pay-as-you-go claims in excess of the retiree contributions for the year. Retiree's contributions are based on same rates paid by active employees dependent upon coverage levels selected. For the year ended December 31, 2024 retirees contributed $4,563 for healthcare benefits under the plan and the Authority contributed $178,660 which is the claims paid in excess of the premiums collected from the retirees.

Employees Covered by Benefit Terms

At the valuation date, the following employees were covered by the benefit terms:

	January 1, 2023
Active employees	246
Retirees or beneficiaries currently receiving benefits	6
Spouses of retirees	6
	258

Actuarial Assumptions

The total OPEB liability was determined by an actuarial valuation as of the valuation date, calculated based on the discount rate and actuarial assumptions below, and was then projected forward to the measurement date. Any significant changes during this period have been reflected as prescribed by GASB No. 75:

Actuarial Valuation Date	January 1, 2023	
Valuation Timing	The valuation is performed at January 1, 2023 with measurements date December 31, 2024	
	December 31, 2023	**December 31, 2024**
Actuarial Cost Method	Entry Age Normal	Entry Age Normal
Discount Rate (1)	3.26%	4.08%
Inflation	2.30%	2.30%
Coverage Assumptions	100% of active eligible employees are assumed to continue coverage at retirement	
Marriage Assumptions	85% of employees and retirees are assumed to have a covered spouse in retirement	
Medical Inflation	Dental assumptions are at 4.0% in year 2023, dropping to 3.7% in the years 2073+ Medical/pharmacy assumptions range from 6.5% in 2023, dropping to 3.7% in the years 2073+	
Mortality	PubG.H-2010 as projected forward with MP-2021	
Retirement Rates	Experience-based table with rates of retirement ranging from 5.25% at ages 40-44 to 20.7% at age 70+	
Projected Salary Increase Rates	Based on the 2022 TCDRS Report and range from 5.25% in the first year of service with entry age of <30 to .40% with 30+ years or more of service with entry age of 50+.	
Ad Hoc Post-employment Benefit Changes	None	

(1) The discount rate is based on the Bond Buyer's 20 year General Obligation Index immediately prior to or coincident with the measurement date.

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Discount Rate

The Authority does not pre-fund benefits. The current funding policy is to pay benefits directly from general assets on a pay-as-you-go basis, and therefore, the discount rate used to measure the total OPEB liability is the municipal bond rate. The discount rate used to measure the total OPEB liability as of the beginning of the measurement year was 3.26%. The discount rate used to measure the total OPEB liability as of the end of the measurement year was 4.08%, which amounted to an increase of 0.82%. The source of the municipal bond rate was the Bond Buyer Index of general obligation bonds with 20 years to maturity and mixed credit quality. The bonds average credit quality is roughly equivalent to Moody's Investors Service's Aa2 rating and Standard & Poor's Corp's AA rating. Projected cash flows into the plan are equal to projected benefit payments out of the plan. Because the plan operates on a pay-as-you-go basis and is not intended to accumulate assets, there is no long-term expected rate of return on plan assets and therefore the years of projected benefit payments to which the long-term expected rate of return is applicable is zero years.

Discount Rate Sensitivity Analysis

The following presents the total OPEB liability of the Authority, calculated using the discount rate of 4.08%, as well as what the Authority's total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower (3.08%) or one percentage point higher (5.08%) than the current rate.

	1% Decrease	Current Discount Rate	1% Increase
	3.08%	4.08%	5.08%
Total OPEB liability	$ 1,744,197	$ 1,642,283	$ 1,547,097

Healthcare Trend Rate Sensitivity Analysis

The following presents the total OPEB liability of the Authority, calculated using the current healthcare cost trend rates as well as what the Authority's total OPEB liability would be if it were calculated using trend rates that are one percentage point lower or one percentage point higher than the current trend rates.

	1% Decrease	Current Trend Rate	1% Increase
Total OPEB liability	$ 1,467,912	$ 1,642,283	$ 1,847,812

Total OPEB Liability

	December 31, 2023	December 31, 2024
Total OPEB liability	$ 1,908,172	$ 1,642,283
Covered payroll	22,022,293	22,682,962
Total OPEB liability as a % of covered payroll	8.66%	7.24%

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The following table shows the components of the Authority's annual OPEB cost for the year, the amount actually contributed to the plan, and changes in the Authority's total OPEB liability.

Changes in Total OPEB Liability		Increase (Decrease) in Total OPEB Liability
Balances as of December 31, 2023	$	1,908,172
Changes for the Year:		
Service cost		148,495
Interest on total OPEB liability		64,158
Effect of assumptions changes or inputs		(299,882)
Benefit payments		(178,660)
Balances as of December 31, 2024	**$**	**1,642,283**

For the year ended December 31, 2024 the Authority recognized OPEB expense as follows:

		January 1, 2024 to December 31, 2024
Service cost	$	148,495
Interest on total OPEB liability		64,158
Recognition of deferred inflows/outflows of resources:		
Recognition of economic/demographic gains or losses		64,368
Recognition of assumption changes or inputs		(119,426)
OPEB expense	**$**	**157,595**

For the year ended December 31, 2024, the Authority recorded deferred outflows and inflows of resources related to OPEB as follows:

		Deferred Outflows of Resources		Deferred Inflows of Resources
Differences between expected and actual experience		123,461		115,552
Changes in actuarial assumptions		-		387,023
Total	$	123,461	$	502,575

Amounts currently reported as deferred outflows of resources and deferred inflows of resources related to other postemployment benefits will be recognized in OPEB expense as follows:

Year ended December 31:		
2025	$	(55,058)
2026		(134,924)
2027		(128,678)
2028		(59,857)
2029		(597)
Total	**$**	**(379,114)**

11. CONSTRUCTION AND IMPROVEMENT COMMITMENTS

At December 31, 2024, the Authority had remaining unpaid contractual construction and improvement commitments of $30,354,693. These commitments are being financed through operating revenues and capital grants.

12. COMMITMENTS AND CONTINGENCIES

LITIGATION

From time to time, the Authority is subject to routine litigation incidental to its operations. Management believes that the results of any claims or litigation will not materially affect the Authority's financial position.

RISK MANAGEMENT

The Authority has a combined risk financing approach using both risk transfer and risk retention in order to appropriately manage risk in accordance with financial and operational goals. The Authority retains a maximum $4,000,000 retention on the property insurance program with primary limits of $25 million and excess limits of $75 million for a combined limit of $100 million. The Authority has complied with all bond covenants with respect to the maintenance of insurance. For a listing of all policies carried, see Table 16 of the Statistical Section. All insurance premiums for the policies in force have been paid. In order to manage liability loss exposures, various liability policies are purchased which include employment practices liability, property damage and bodily injury, law enforcement, cyber, and foreign liability. The Authority has established a self-funded health and dental plan (plan) for its employees and dependents. A specific stop loss policy is in force for individual plan claims in excess of $100,000 annually, and an aggregate stop loss policy is in force for annual aggregate claims in excess of approximately $4,767,045. The Authority is covered for workers' compensation claims through Texas Mutual Insurance. Prior to 2005, the Authority was self-insured for workers' compensation and estimated remaining workers' compensation claims are reflected below. The Authority has made no significant changes in its insurance coverage from coverage in the prior year. In the past three years the Authority has had no settlements that exceeded insurance coverage

A liability for unpaid claims is reported when it is probable that a loss has occurred, and the amount of the loss can be reasonably estimated. The Authority's liability is an estimate and includes an amount for claims that have been incurred but not reported (IBNR). The methodology used to determine the liability is based on recent claim settlement trends, including frequency and number of payouts, and other factors such as inflation, changes in legal doctrines and damage awards. At December 31, 2024, the liability of $223,866 is comprised of estimated health claims of $219,592 and estimated worker's compensation claims of $4,274.

Changes in the balances of claims liabilities as of December 31, 2024 and 2023 are as follows:

	2024	2023
Unpaid claims, beginning of fiscal year	$ 91,216	$ 430,602
Incurred claims (including IBNRs)	6,548,999	1,813,411
Claim payments	(6,416,349)	(2,152,797)
Unpaid claims, end of fiscal year	**$ 223,866**	**$ 91,216**

FACILITIES FINANCING BONDS

The Authority has entered into an agreement with an unrelated entity to finance construction of a solid waste disposal facility. To accomplish this, the Authority acted as issuers of facilities financing revenue bonds in the original amount of $258,200,000. The bonds are secured solely by the facilities and installment sales agreements, and the Authority assumed no current or future obligation for repayment of the bonds. The installment sales agreements were entered into with the entity for an amount equal to the outstanding bonds to secure repayment. The proceeds of the bonds were received and used by the entity and are repaid when due directly by the entity. At December 31, 2024, facilities financing revenue bonds outstanding amounted to $258,200,000.

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13. NET INVESTMENT IN CAPITAL ASSETS

The calculation of the Authority's net investment in capital assets as of December 31, 2024 is as follows:

Capital assets, not being depreciated	$	714,032,678
Capital assets, being depreciated, net		466,703,831
Subscription based IT arrangements, net		2,898,034
Leases, net		149,101
Less: Capital Related Debt		(276,030,646)
Less: Retainage Payable		(4,531,609)
Less: Construction Related Accounts Payable		(17,913,487)
Net Investment in Capital Assets	**$**	**885,307,902**

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PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

Required Supplementary Information (Unaudited)
Schedule of Changes in Net Pension Liability and Related Ratios
Texas County and District Retirement System
Last Ten Fiscal Years

	Measurement Year 2014	Measurement Year 2015	Measurement Year 2016	Measurement Year 2017	Measurement Year 2018	Measurement Year 2019	Measurement Year 2020	Measurement Year 2021	Measurement Year 2022	Measurement Year 2023
TOTAL PENSION LIABILITY										
Service Cost	$ 1,020,446	$ 1,261,508	$ 1,646,309	$ 1,583,238	$ 1,706,000	$ 1,737,142	$ 2,229,892	$ 2,670,104	$ 2,708,854	$ 3,052,438
Interest on Total Pension Liability	3,162,730	3,506,024	3,737,072	4,007,179	4,286,314	4,572,481	5,072,168	5,364,586	5,646,872	5,998,028
Effect of Plan Changes	2,280,346	(209,318)	-	60,522	-	2,374,511	-	-	-	-
Effect of Assumption Changes/Inputs	-	449,183	-	213,158	-	-	3,634,136	(406,097)	-	-
Effect of Economic/Demographic (Gains) or Losses	570,613	(217,150)	(640,607)	(151,261)	168,127	78,021	179,141	(55,489)	(15,731)	494,876
Benefit Payments/Contribution Refunds	(1,854,244)	(1,975,611)	(2,043,433)	(2,330,624)	(2,450,682)	(2,874,901)	(3,305,322)	(3,877,830)	(3,918,036)	(4,213,603)
Net Change in Total Pension Liability	5,179,891	2,814,636	2,699,341	3,382,212	3,709,759	5,887,254	7,810,015	3,695,274	4,421,959	5,331,739
Total Pension Liability, Beginning	38,336,862	43,516,753	46,331,389	49,030,729	52,412,941	56,122,700	62,009,954	69,819,969	73,515,243	77,937,202
Total Pension Liability, Ending	$ 43,516,753	$ 46,331,389	$ 49,030,730	$ 52,412,941	$ 56,122,700	$ 62,009,954	$ 69,819,969	$ 73,515,243	$ 77,937,202	$ 83,268,941
FIDUCIARY NET POSITION										
Employer Contributions	$ 827,147	$ 979,505	$ 996,832	$ 1,068,177	$ 1,145,090	$ 1,259,909	$ 2,208,489	$ 2,323,442	$ 2,540,533	$ 2,847,594
Member Contributions	827,147	979,505	996,832	1,068,177	1,145,090	1,259,909	1,288,285	1,355,341	1,481,978	1,661,097
Investment Income Net of Investment Expenses	2,888,058	(508,400)	3,346,977	7,068,420	(1,031,672)	8,875,863	6,458,730	15,161,281	(4,936,562)	8,714,248
Benefit Payments/Contribution Refunds	(1,854,244)	(1,975,611)	(2,043,433)	(2,330,624)	(2,450,682)	(2,874,901)	(3,305,322)	(3,877,830)	(3,918,036)	(4,213,603)
Administrative Expenses	(34,241)	(32,747)	(36,388)	(36,764)	(43,410)	(47,640)	(50,583)	(45,477)	(46,451)	(46,094)
Other	19,158	44,753	(87,598)	(2,950)	772	(3,448)	12,879	13,398	84,955	46,567
Net Change in Fiduciary Net Position	2,673,025	(512,995)	3,173,222	6,834,436	(1,234,812)	8,469,692	6,612,478	14,930,155	(4,793,583)	9,009,809
Fiduciary Net Position, Beginning	43,113,568	45,786,593	45,273,598	48,446,820	55,281,256	54,046,444	62,516,136	69,128,614	84,058,769	79,265,186
Fiduciary Net Position, Ending	$ 45,786,593	$ 45,273,598	$ 48,446,820	$ 55,281,256	$ 54,046,444	$ 62,516,136	$ 69,128,614	$ 84,058,769	$ 79,265,186	$ 88,274,995
Net Pension Liability (Asset)	$ (2,269,840)	$ 1,057,791	$ 583,910	$ (2,868,315)	$ 2,076,256	$ (506,182)	$ 691,355	$ (10,543,526)	$ (1,327,984)	$ (5,006,054)
Fiduciary Net Position as a Percentage of Total Pension Liability (Asset)	105.22%	97.72%	98.81%	105.47%	96.30%	100.82%	99.01%	114.34%	101.70%	106.01%
Annual Covered Payroll	$ 11,816,386	$ 13,992,927	$ 14,240,462	$ 15,259,672	$ 16,358,433	$ 17,998,705	$ 18,404,075	$ 19,362,015	$ 21,171,112	$ 23,729,964
Net Pension Liability (Asset) as a Percentage of Covered Payroll	(19.21%)	7.56%	4.10%	(18.80%)	12.69%	(2.81%)	3.76%	(54.45%)	(6.27%)	(21.10%)

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PENSION PLAN:	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Actuarially Determined Contribution	$ 787,802	$ 710,599	$ 650,062	$ 727,950	$ 725,348	$ 806,098	$ 1,511,467	$ 1,591,186	$ 1,850,936	$ 2,369,782
Actual Employer Contributions	979,505	996,832	1,068,177	1,145,090	1,259,909	2,208,489	2,323,442	2,447,979	2,847,594	3,057,783
Contribution Deficiency (Excess)	(191,703)	(286,233)	(418,115)	(417,140)	(534,561)	(1,402,391)	(811,975)	(856,793)	(996,658)	(688,001)
Annual Covered Payroll	$ 13,992,927	$ 14,240,462	$ 15,259,672	$ 16,358,433	$ 17,998,705	$ 18,404,075	$ 19,377,779	$ 20,399,824	$ 23,729,949	$ 25,481,532
Contribution as a Percentage of Covered Payroll	7.00%	7.00%	7.00%	7.00%	7.00%	12.00%	11.99%	12.00%	12.00%	12.00%

NOTES TO SCHEDULE:

Valuation date: 12/31/2023

Actuarial determined contribution rates are calculated on a calendar year basis as of December 31, two years prior to the end of the fiscal year in which the contributions are recorded.

Methods and Assumptions Used to Determine Contribution Rate for 2024:

Actuarial Cost Method	Entry age normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	0.9 years (based on contribution rate calculated in 12/31/2022 valuation)
Asset Valuation Method	5 year smoothed market
Inflation	2.50%
Salary Increases	4.7% average over career including inflation
Investment Rate of Return	7.5% net of administrative and investment expenses, including inflation
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality (both projected with 100% of the MP-2021 Ultimate Scale after 2010)	135% of the Pub-2010 General Retirees Table for males 120% of the Pub-2010 General Retirees Table for Females
Changes in Assumptions and Methods Reflected in the Schedule of Employer Contributions	2015: New inflation, mortality and other assumptions were reflected 2017: New mortality assumptions were reflected 2019: New inflation, mortality and other assumptions were reflected. 2022: New Investment return and inflation assumptions were reflected.
Changes in Plan Provisions Reflected in the Schedule of Employer Contributions	2015: Employer contributions reflect that the current service matching rate was increased to 125% 2017: New Annuity Purchase Rates were reflected for benefits earned after 2017 2020: Employer contributions reflect that the current service matching rate was increased to 200% for future benefits.

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PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

Required Supplementary Information (Unaudited)
Schedule of Changes in Total OPEB Liability and Related Ratios
Last Seven Fiscal Years (Previous years are not available)

	Year Ending December 31, 2018	Year Ending December 31, 2019	Year Ending December 31, 2020	Year Ending December 31, 2021	Year Ending December 31, 2022	Year Ending December 31, 2023	Year Ending December 31, 2024
TOTAL OPEB LIABILITY							
Service Cost	$ 112,650	$ 135,123	$ 113,684	$ 176,619	$ 181,918	$ 173,863	$ 148,495
Interest on Total OPEB Liability	61,055	76,536	42,087	34,420	45,084	80,749	64,158
Effect of Assumption Changes/Inputs	(47,949)	(355,257)	35,805	(15,903)	(170,320)	(118,783)	(299,882)
Effect of Economic/Demographic (Gains) or Losses	-	(108,817)	-	535,005	-	(192,588)	-
Benefit Payments	(63,710)	(48,981)	(64,681)	(270,101)	(69,967)	(63,168)	(178,660)
Net Change in Total OPEB Liability	62,046	(301,396)	126,895	460,040	(13,285)	(119,927)	(265,889)
Total OPEB Liability, Beginning	1,693,799	1,755,845	1,454,449	1,581,344	2,041,384	2,028,099	1,908,172
Total OPEB Liability, Ending	$ 1,755,845	$ 1,454,449	$ 1,581,344	$ 2,041,384	$ 2,028,099	$ 1,908,172	$ 1,642,283
Annual Covered-Employee Payroll	$ 14,371,824	$ 15,037,942	$ 17,061,574	$ 16,565,016	$ 17,061,966	$ 22,022,293	$ 22,682,962
Total OPEB Liability as a Percentage of Covered-Employee Payroll	12.22%	9.67%	9.27%	12.32%	11.89%	8.66%	7.24%

Notes to Schedule

Change of Assumptions:

Changes of assumptions and other inputs reflect the effects of changes in the discount rate each period. The following are the discount rates used in each period.

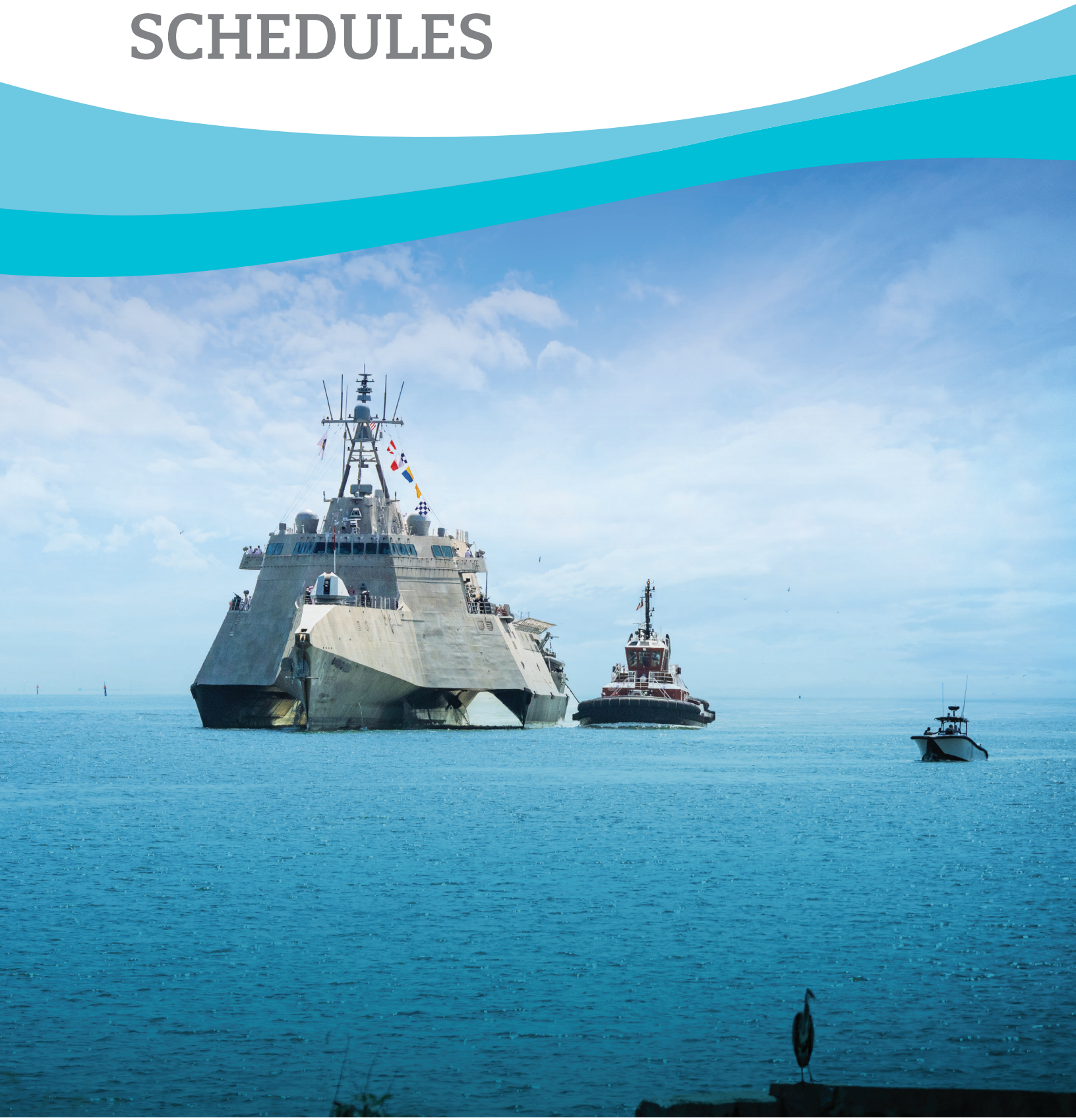
2017	3.44%
2018	4.10%
2019	2.74%
2020	2.12%
2021	2.06%
2022	3.72%
2023	3.26%
2024	4.08%

The plan is not accounted for as a trust fund, as an irrevocable trust has not been established to fund the plan, and therefore, no assets have been accumulated.

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SUPPLEMENTAL SCHEDULES



The U.S.S. Kingsville – an Independence-class littoral combat ship of the United States Navy – makes its way into the Port of Corpus Christi Inner Harbor on August 18, 2024, ahead of her commissioning ceremony.

Draft - Subject to Revisions

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

Schedule of Revenues and Expenses
Actual and Budget (GAAP Basis)
For the Year Ended December 31, 2024

	Actual	Budget	Variance (%)
OPERATING REVENUES:			
Wharfage	$109,366,152	$ 119,747,793	(9)
Dockage	30,710,296	33,264,177	(8)
Security fees	18,051,462	19,061,874	(5)
Freight and Material handling	16,362,047	10,855,182	51
Rail Charges	8,263,630	3,600,000	130
Building and land rentals	24,046,503	25,256,235	(5)
Conference center services	1,392,787	2,138,924	(35)
FTZ user fees	240,750	219,000	10
Dredge placement fees	1,340,792	103,314	1198
Other	4,841,361	3,609,142	34
Total Operating Revenues	214,615,780	217,855,641	(1)
OPERATING EXPENSES:			
Maintenance and operations	54,015,665	53,770,732	(0)
General and administrative	46,174,800	54,755,350	16
Depreciation	30,041,105	29,837,259	(1)
Total Operating Expenses	130,231,570	138,363,341	6
Operating Income	84,384,210	79,492,300	6
NON-OPERATING REVENUES (EXPENSES):			
Investment income (loss)	14,843,649	4,500,000	230
Federal and other grant assistance	8,492,574	21,205,818	0
Interest expense and fiscal charges	(12,046,234)	(12,591,340)	(4)
Gain on disposal of assets	(966,272)	-	0
Net Non-Operating Expenses	10,323,717	13,114,478	(21)
Income Before Capital Grants and Contributions	94,707,927	92,606,778	2
CAPITAL GRANTS AND CONTRIBUTIONS	2,850,131	-	0
Change in Net Position	$ 97,558,058	$ 92,606,778	5

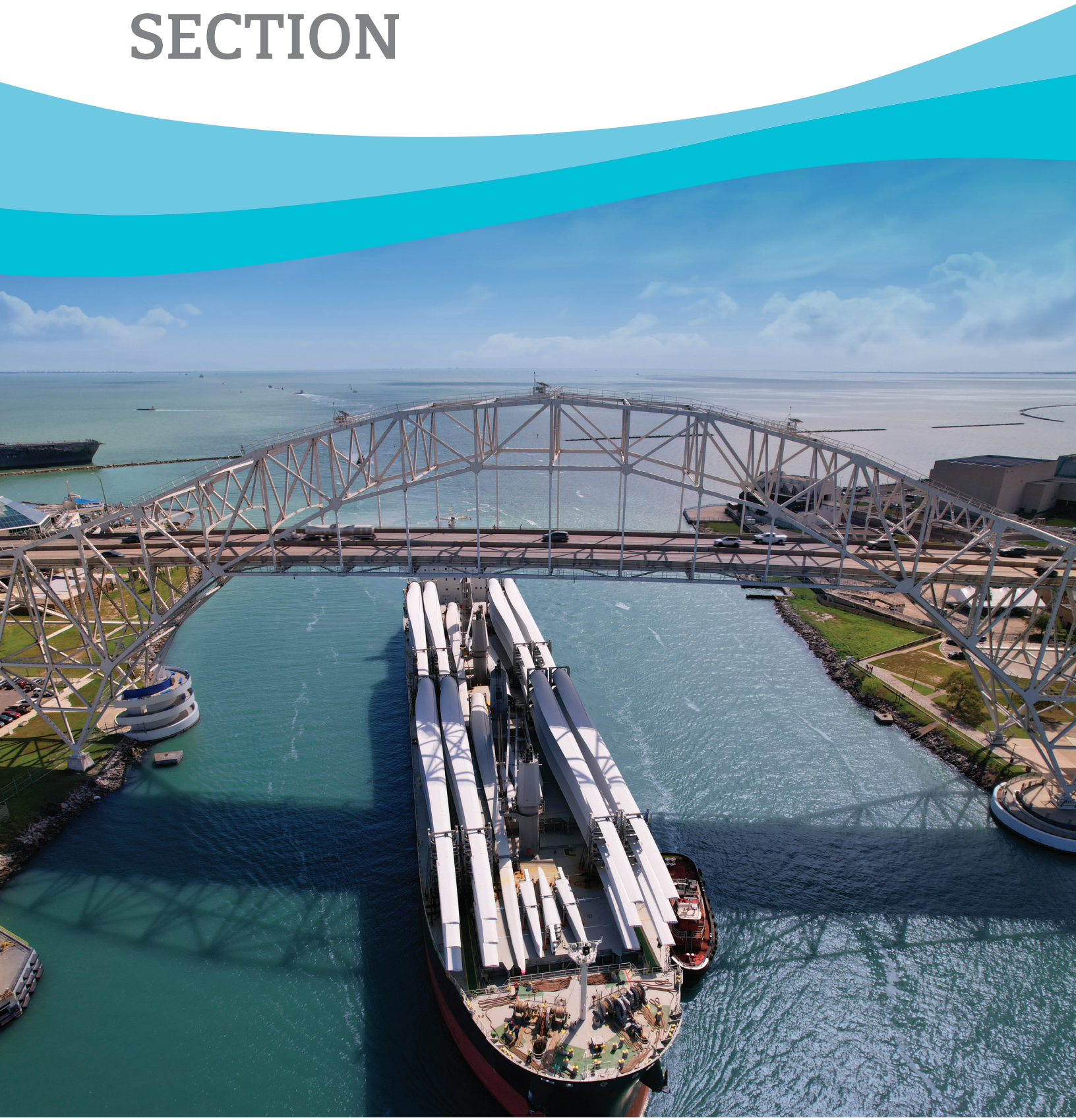
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MAINTENANCE AND OPERATIONS:	
Employee services	$ 13,065,181
Other Employment Expenses	24,786
Maintenance	21,723,220
Utilities	1,116,749
Telephone	102,427
Insurance & claims	4,295,531
Professional services	2,048,330
Police expenses	120,679
Contracted services	9,526,288
Office and equipment rental	280,088
Operator and event expenses	1,285,566
Safety/Environmental	367,086
Other Direct Expenses	59,734
Total Maintenance and Operations	$ 54,015,665
GENERAL AND ADMINISTRATIVE:	
Employee Services	$ 22,942,638
Other Employment Expenses	863,396
Maintenance	900,246
Utilities	259,637
Telecommunication Expense	348,316
Insurance	2,019,076
Professional Services	7,654,134
Police Expenses	1,255
Contracted Services	119,790
Office and Equipment Rental	106,842
Information Technology	3,237,837
Administrative Expenses	1,144,720
Promotion and Development	5,854,653
Commercial & Business Development	200,807
Business Communication	385,560
Safety/Environmental Expenses	70,313
Other Expenses	65,580
Total General and Administrative	$ 46,174,800

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STATISTICAL SECTION



Tugboats move the vessel Weco Holli into position at Port of Corpus Christi Cargo Dock 9 after its arrival with a shipment of wind blades on March 12, 2024.

PORT CORPUS CHRISTI®

Statistical Section

(Unaudited)

This part of the Authority's Annual Comprehensive Financial Report presents detailed information to enhance the understanding of the information in the financial statements, note disclosures, and required supplementary information and what the data indicates about the Authority's overall financial health.

Contents | Page

Financial Trends 52

These schedules contain trend information to help the reader understand how the Authority's financial performance and well-being have changed over time.

Revenue Capacity 57

These schedules contain information to help the reader access the factors affecting the Authority's ability to generate its most significant revenue sources.

Debt Capacity 63

These schedules present information to help the reader assess the affordability of the Authority's current level of outstanding debt and the Authority's ability to issue additional debt in the future.

Demographic and Economic Information 65

These schedules offer demographic and economic indicators to help the reader understand the environment with which the Authority's financial activities take place and to help make comparisons over time and with other governments.

Operating Information 67

These schedules contain information about the Authority's operations and resources to help the reader understand how the Authority's financial information relates to the services the Authority provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the Authority's annual comprehensive financial reports and business records for the relevant years.

Draft - Subject to Revisions

TABLE 1 (Unaudited)

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

Changes in Net Position
Last Ten Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Revenues										
Operating revenues:										
Wharfage	$ 45,779,919	$ 42,337,275	$ 46,948,820	$ 50,487,100	$ 63,467,357	$ 77,700,556	$ 83,998,460	$ 100,935,902	$ 109,041,748	$ 109,366,152
Dockage	14,003,472	11,970,562	13,548,519	15,310,185	17,676,236	16,948,628	20,330,792	28,068,071	31,995,536	30,710,296
Security fees	6,673,782	6,070,139	6,686,343	9,014,385	11,299,077	13,003,968	14,130,111	16,917,513	18,383,241	18,051,462
Freight and material handling	3,153,285	3,463,593	3,892,661	4,033,418	3,437,356	2,843,281	2,151,130	11,345,942	11,245,390	16,362,047
Rail Charges	699,535	1,427,837	2,217,491	2,552,814	3,426,169	2,741,835	2,664,310	3,784,735	5,631,480	8,263,630
Building and land rentals	9,391,040	12,444,299	14,641,254	18,591,803	21,566,430	19,729,444	20,398,560	47,849,586	37,129,428	24,046,503
Conference center services	2,209,031	2,011,136	2,152,659	2,017,419	1,903,112	440,071	606,739	1,636,593	1,870,759	1,392,787
FTZ user fees	207,667	224,000	225,000	241,833	247,000	238,000	248,500	244,500	246,500	240,750
Dredge placement fees	10,151,880	1,870,497	1,920,638	436,910	1,500	8,567,899	4,450,401	1,466,667	7,257,336	1,340,792
Cost sharing agreements	-	-	-	-	-	13,758,035	435,310	-	-	-
Other	1,152,244	1,202,624	2,041,419	2,930,524	3,681,585	4,163,884	5,500,495	3,423,029	2,743,383	4,841,361
Insurance proceeds, Hurricane Harvey	-	-	1,266,289	163,737	1,536,964	-	-	-	-	-
Total operating revenues	93,421,855	83,021,962	95,541,093	105,780,128	128,242,786	160,135,601	154,914,808	215,672,538	225,544,801	214,615,780
Investment income (loss)	518,374	1,184,692	2,417,838	4,807,322	7,974,561	3,835,652	(447,261)	(3,211,567)	14,761,885	14,843,649
Federal and other grant assistance	227,714	152,412	146,950	266,930	877,920	1,809,193	21,473	704,232	1,139,590	8,492,574
Contributions from Harbor Bridge Commitment	-	-	-	14,761,550	14,037,941	6,116,615	-	-	-	-
Total Revenues	94,167,943	84,359,066	98,105,881	125,615,930	151,133,208	171,897,061	154,489,020	213,165,203	241,446,276	237,952,003
Expenses										
Operating expenses:										
Maintenance and operations	21,470,411	21,435,640	21,066,636	24,934,261	27,804,966	29,722,554	26,728,651	33,096,143	40,895,035	54,015,665
General and administrative	19,469,477	20,715,616	23,263,150	25,435,988	31,328,255	38,042,089	36,009,588	45,982,327	51,421,517	46,174,800
Hurricane Harvey related repairs	-	-	233,054	963,247	2,361,711	727,590	-	-	-	-
Depreciation	12,822,653	13,140,057	13,377,640	14,149,761	14,661,500	18,156,728	21,044,928	23,632,566	26,743,013	30,041,105
Total operating expenses	53,762,541	55,291,313	57,940,480	65,483,257	76,156,432	86,648,961	83,783,167	102,711,036	119,059,565	130,231,570
Interest expense and fiscal charges	2,030,505	2,973,844	3,650,348	7,697,446	13,002,641	12,838,761	12,630,519	12,406,874	12,297,347	12,046,234
Bond issuance costs	1,139,597	-	-	1,993,237	-	-	-	-	-	-
Contributions to Harbor Bridge Commitment	-	1,885,410	1,287,176	1,786,441	1,517,492	771,278	366,148	-	-	-
Contributions to other government agencies	3,000,000	3,000,000	4,415,092	3,000,000	3,000,000	-	-	-	-	-
Loss on disposal of assets	5,829,882	67,638	3,590	61,064	636	820,008	1,222,380	(2,826,224)	738,954	966,272
Loss on impairment of capital assets	-	-	428,254	-	-	-	-	-	-	-
Total Expenses	65,762,525	63,218,205	67,724,940	80,021,445	93,677,201	101,079,008	98,002,214	112,291,686	132,095,866	143,244,076
Income (Loss) Before Contributions	28,405,418	21,140,861	30,380,941	45,594,485	57,456,007	70,818,053	56,486,806	100,873,517	109,350,410	94,707,927
Capital Contributions	7,245,620	12,835,396	5,536,616	3,720,723	2,536,407	1,429,850	2,045,162	46,372,797	7,511,525	2,850,131
Changes in Net Position	35,651,038	33,976,257	35,917,557	49,315,208	59,992,414	72,247,903	58,531,968	147,246,314	116,861,935	97,558,058
Total Net Position, Beginning of Year	512,676,450	546,491,840	580,468,097	616,385,654	664,763,412	724,755,826	797,003,729	855,535,697	996,382,769	1,113,244,704
Cumulative Effect of Change in Accounting Principle	1,835,648	-	-	937,450	-	-	-	6,399,242	-	-
Total Net Position, End of Year	$ 546,491,840	$ 580,468,097	$ 616,385,654	$ 664,763,412	$ 724,755,826	$ 797,003,729	$ 855,535,697	$ 996,382,769	$ 1,113,244,704	$ 1,210,802,762
Net Position at Year End										
Net investment in capital assets	$ 346,529,304	$ 364,492,941	442,489,861	464,777,149	519,034,065	556,307,121	593,027,992	701,749,724	808,772,488	885,307,902
Restricted	36,153,709	36,031,915	21,222,100	23,479,446	24,756,790	27,697,524	28,506,730	29,315,077	31,820,194	37,930,299
Unrestricted	163,808,827	179,943,241	152,673,693	176,506,817	180,964,971	212,999,084	234,000,975	265,317,968	272,652,022	287,564,561
Total Net Position	$ 546,491,840	$ 580,468,097	$ 616,385,654	$ 664,763,412	$ 724,755,826	$ 797,003,729	$ 855,535,697	$ 996,382,769	$ 1,113,244,704	$ 1,210,802,762

Draft - Subject to Revisions

TABLE 2 (Unaudited)

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

Revenues by Source
Last Ten Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Operating Revenues:										
Wharfage	$ 45,779,919	$ 42,337,275	$ 46,948,820	$ 50,487,100	$ 63,467,357	$ 77,700,556	$ 83,998,460	$ 100,935,902	$ 109,041,748	$ 109,366,152
Dockage	14,003,472	11,970,562	13,548,519	15,310,185	17,676,236	16,948,628	20,330,792	28,068,071	31,995,536	30,710,296
Security fees	6,673,782	6,070,139	6,686,343	9,014,385	11,299,077	13,003,968	14,130,111	16,917,513	18,383,241	18,051,462
Freight handling	3,153,285	3,463,593	3,892,661	4,033,418	3,437,356	2,843,281	2,151,130	11,345,942	11,245,390	16,362,047
Rail Charges	699,535	1,427,837	2,217,491	2,552,814	3,426,169	2,741,835	2,664,310	3,784,735	5,631,480	8,263,630
Building and land rentals	9,391,040	12,444,299	14,641,254	18,591,803	21,566,430	19,729,444	20,398,560	47,849,586	37,129,428	24,046,503
Conference center services	2,209,031	2,011,136	2,152,659	2,017,419	1,903,112	440,071	606,739	1,636,593	1,870,759	1,392,787
FTZ user fees	207,667	224,000	225,000	241,833	247,000	238,000	248,500	244,500	246,500	240,750
Dredge placement fees	10,151,880	1,870,497	1,920,638	436,910	1,500	8,567,899	4,450,401	1,466,667	7,257,336	1,340,792
Cost sharing agreements	-	-	-	-	-	13,758,035	435,310	-	-	-
Other	1,152,244	1,202,624	2,041,419	2,930,524	3,681,585	4,163,884	5,500,495	3,423,029	2,743,383	4,841,361
Insurance proceeds, Hurricane Harvey	-	-	1,266,289	163,737	1,536,964	-	-	-	-	-
	$ 93,421,855	$ 83,021,962	$ 95,541,093	$ 105,780,128	$ 128,242,786	$ 160,135,601	$ 154,914,808	$ 215,672,538	$ 225,544,801	$ 214,615,780
Non-Operating Revenues:										
Other:										
Investment income (loss)	$ 518,374	$ 1,184,692	$ 2,417,838	$ 4,807,322	$ 7,974,561	$ 3,835,652	$ (447,621)	$ (3,211,567)	$ 14,761,885	$ 14,843,649
Federal and other grant assistance	227,714	152,412	146,950	266,930	877,920	1,809,193	21,473	704,232	1,139,590	8,492,574
Contributions from Harbor Bridge commitment	-	-	-	14,761,550	14,037,941	6,116,615	-	-	-	-
	$ 746,088	$ 1,337,104	$ 2,564,788	$ 19,835,802	$ 22,890,422	$ 11,761,460	$ (426,148)	$ (2,507,335)	$ 15,901,475	$ 23,336,223

Draft - Subject to Revisions

TABLE 3 (Unaudited)

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

Expenses by Type
Last Ten Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Operating Expenses:										
Maintenance and Operation:										
Employee services	$ 9,993,556	$ 9,478,572	$ 9,948,834	$ 9,646,909	$ 10,736,455	$ 11,930,519	$ 10,181,055	$ 10,512,934	$ 12,185,976	$ 13,065,181
Other Employment Expenses	-	-	-	-	-	-	-	-	-	24,786
Maintenance	3,667,189	4,367,556	3,707,172	4,024,567	6,228,088	8,053,779	7,214,415	9,587,761	11,049,405	21,723,220
Utilities	1,073,706	980,564	936,770	910,486	917,987	795,718	715,673	971,266	1,157,673	1,116,749
Telephone	78,674	90,886	88,096	85,140	91,916	93,528	103,284	77,451	61,995	102,427
Insurance & claims	1,745,262	1,520,100	1,336,484	1,493,288	1,629,166	1,950,752	2,431,495	2,422,923	3,780,345	4,295,531
Professional services	864,991	1,160,192	914,565	4,219,869	3,297,467	2,684,827	2,029,479	960,353	1,887,525	2,048,330
Police expenses	31,320	21,709	30,368	59,019	55,740	39,229	27,265	69,886	163,658	120,679
Contracted services	1,334,780	1,680,388	1,849,059	2,265,625	2,578,593	2,874,314	2,615,823	6,564,942	8,771,229	9,526,288
Office and equipment rental	109,355	96,681	126,387	104,596	139,755	139,222	125,269	194,098	220,645	280,088
Operator and event expenses	1,624,343	1,712,280	1,825,207	1,789,206	1,667,343	721,927	737,260	1,403,009	1,413,733	1,285,566
Safety/Environmental	226,784	318,372	298,866	303,262	402,618	225,825	356,700	329,216	178,740	367,086
Other Direct Expenses	720,450	8,340	4,828	32,294	71,640	212,913	190,933	2,303	24,111	59,734
	$ 21,470,411	$ 21,435,640	$ 21,066,636	$ 24,934,262	$ 27,816,769	$ 29,722,554	$ 26,728,651	$ 33,096,143	$ 40,895,035	$ 54,015,665
General and Administrative:										
Employee Services	$ 10,549,722	$ 11,446,283	$ 12,891,866	$ 13,209,035	$ 14,953,056	$ 18,130,677	$ 17,360,942	$ 19,137,012	$ 23,623,175	$ 22,942,638
Other Employment Expenses	246,919	221,672	293,729	290,785	364,917	261,167	518,736	815,708	888,570	863,396
Maintenance	381,394	478,649	241,993	398,975	356,588	248,806	557,209	868,910	812,281	900,246
Utilities	160,630	162,490	173,577	162,957	159,358	131,960	249,140	303,004	307,751	259,637
Telecommunication Expense	91,439	97,984	99,596	118,665	166,452	195,838	223,554	387,669	303,094	348,316
Insurance	109,887	148,816	124,462	117,385	232,747	393,981	341,225	1,238,800	1,408,973	2,019,076
Professional Services	4,191,557	4,344,791	5,362,955	6,254,662	9,658,634	11,340,937	9,254,050	12,375,005	12,092,552	7,654,134
Police Expenses	1,227	233	1,150	1,619	1,038	1,117	1,178	3,761	3,841	1,255
Contracted Services	49,477	143,210	93,104	88,067	247,068	189,893	155,470	233,610	66,927	119,790
Office and Equipment Rental	99,176	123,575	158,778	148,149	139,623	83,474	125,937	85,127	127,327	106,842
Information Technology	820,563	828,858	945,800	1,228,018	1,533,237	1,841,958	1,487,590	2,493,571	3,257,225	3,237,837
Administrative Expenses	866,749	863,552	989,229	899,794	1,081,338	604,410	961,078	2,008,580	1,348,623	1,144,720
Promotion and Development	1,282,639	1,241,584	1,270,694	1,339,391	1,872,634	3,833,482	3,812,384	4,437,829	5,893,009	5,854,653
Commercial & Business Development	424,998	381,011	355,204	340,092	746,498	329,488	574,317	852,008	796,992	200,807
Business Communication	74,691	93,262	187,929	89,249	100,038	210,974	141,211	213,276	148,773	385,560
Safety/Environmental Expenses	43,594	45,881	30,712	46,628	70,524	173,540	98,076	56,193	147,346	70,313
Other Expenses	74,816	93,766	42,371	702,518	43,379	70,389	147,495	472,264	195,058	65,580
	$ 19,469,477	$ 20,715,616	$ 23,263,150	$ 25,435,988	$ 31,727,132	$ 38,042,089	$ 36,009,588	$ 45,982,327	$ 51,421,517	$ 46,174,800
Hurricane Harvey related repairs	-	-	233,054	963,247	2,361,711	727,590	-	-	-	-
Depreciation	$ 12,822,653	$ 13,140,057	13,377,640	14,149,761	14,661,500	18,156,728	21,044,928	23,632,566	26,743,013	30,041,105
Non-Operating Expenses:										
Other:										
Interest	$ 2,030,505	$ 2,973,844	$3,650,348	$7,697,446	$13,002,641	$12,838,761	$12,630,519	$12,406,874	$12,297,347	$12,046,234
Bond issuance expenses	1,139,597	-	-	1,993,237	-	-	-	-	-	-
Contributions to Harbor Bridge commitment	-	1,885,410	1,287,176	1,786,441	1,517,492	771,278	366,148	-	-	-
Other	8,829,882	3,067,638	4,846,936	3,061,064	3,000,636	820,008	1,222,380	(2,826,224)	738,954	966,272
	$ 11,999,984	$ 7,926,892	$ 9,784,460	$ 14,538,188	$ 17,520,769	$ 14,430,047	$ 14,219,047	$ 9,580,650	$ 13,036,301	$ 13,012,506

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TABLE 4 (Unaudited)

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

Expenses as % Revenues
Last Ten Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Operating Expenses:										
Maintenance and Operation:										
Employee services	10.70%	11.42%	10.41%	9.12%	8.37%	7.45%	6.57%	4.87%	5.40%	6.09%
Other Employment Expenses	-	-	-	-	-	-	-	-	-	0.01%
Maintenance	3.93%	5.26%	3.88%	3.80%	4.86%	5.03%	4.66%	4.45%	4.90%	10.12%
Utilities	1.15%	1.18%	0.98%	0.86%	0.72%	0.50%	0.46%	0.45%	0.51%	0.52%
Telephone	0.08%	0.11%	0.09%	0.08%	0.07%	0.06%	0.07%	0.04%	0.03%	0.05%
Insurance & claims	1.87%	1.83%	1.40%	1.41%	1.27%	1.22%	1.57%	1.12%	1.68%	2.00%
Professional services	0.93%	1.40%	0.96%	3.99%	2.57%	1.68%	1.31%	0.45%	0.84%	0.95%
Police expenses	0.03%	0.03%	0.03%	0.06%	0.04%	0.02%	0.02%	0.03%	0.07%	0.06%
Contracted services	1.43%	2.02%	1.94%	2.14%	2.01%	1.79%	1.69%	3.04%	3.89%	4.44%
Office and equipment rental	0.12%	0.12%	0.13%	0.10%	0.11%	0.09%	0.08%	0.09%	0.10%	0.13%
Operator and event expenses	1.74%	2.06%	1.91%	1.69%	1.30%	0.45%	0.48%	0.65%	0.63%	0.60%
Safety/Environmental	0.24%	0.38%	0.31%	0.29%	0.31%	0.14%	0.23%	0.15%	0.08%	0.17%
General	0.77%	0.01%	0.01%	0.03%	0.06%	0.13%	0.12%	0.00%	0.01%	0.03%
	22.98%	25.82%	22.05%	23.57%	21.69%	18.56%	17.25%	15.35%	18.13%	25.17%
General and Administrative:										
Employee Services	11.29%	13.79%	13.49%	12.49%	11.66%	11.32%	11.21%	8.87%	10.47%	10.69%
Other Employment Expenses	0.26%	0.27%	0.31%	0.27%	0.28%	0.16%	0.33%	0.38%	0.39%	0.40%
Maintenance	0.41%	0.58%	0.25%	0.38%	0.28%	0.16%	0.36%	0.40%	0.36%	0.42%
Utilities	0.17%	0.20%	0.18%	0.15%	0.12%	0.08%	0.16%	0.14%	0.14%	0.12%
Telecommunication Expense	0.10%	0.12%	0.10%	0.11%	0.13%	0.12%	0.14%	0.18%	0.13%	0.16%
Insurance	0.12%	0.18%	0.13%	0.11%	0.18%	0.25%	0.22%	0.57%	0.62%	0.94%
Professional Services	4.49%	5.23%	5.61%	5.91%	7.53%	7.08%	5.97%	5.74%	5.36%	3.57%
Police Expenses	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Contracted Services	0.05%	0.17%	0.10%	0.08%	0.19%	0.12%	0.10%	0.11%	0.03%	0.06%
Office and Equipment Rental	0.11%	0.15%	0.17%	0.14%	0.11%	0.05%	0.08%	0.04%	0.06%	0.05%
Information Technology	0.88%	1.00%	0.99%	1.16%	1.20%	1.15%	0.96%	1.16%	1.44%	1.51%
Administrative Expenses	0.93%	1.04%	1.04%	0.85%	0.84%	0.38%	0.62%	0.93%	0.60%	0.53%
Promotion and Development	1.37%	1.50%	1.33%	1.27%	1.46%	2.39%	2.46%	2.06%	2.61%	2.73%
Commercial & Business Development	0.45%	0.46%	0.37%	0.32%	0.58%	0.21%	0.37%	0.40%	0.35%	0.09%
Business Communication	0.08%	0.11%	0.20%	0.08%	0.08%	0.13%	0.09%	0.10%	0.07%	0.18%
Safety/Environmental Expenses	0.05%	0.06%	0.03%	0.04%	0.05%	0.11%	0.06%	0.03%	0.07%	0.03%
Other Expenses	0.08%	0.11%	0.04%	0.66%	0.03%	0.04%	0.10%	0.22%	0.09%	0.03%
	20.84%	24.95%	24.35%	24.05%	24.74%	23.76%	23.24%	21.32%	22.80%	21.52%

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TABLE 5 (Unaudited)

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

Financial Performance Indicators
Last Ten Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Operating Revenues (OR)	$ 93,421,855	$ 83,021,962	$ 95,541,093	$ 105,780,128	$ 128,242,786	$ 160,135,601	$ 154,914,808	$ 215,672,538	$ 225,544,801	$ 214,615,780
Operating Expenses (OE) *	(40,939,888)	(42,151,256)	(44,562,840)	(51,333,496)	(61,494,932)	(68,492,233)	(62,738,239)	(79,078,470)	(92,316,552)	(100,190,465)
Net Operating Income (NOI)	52,481,967	40,870,706	50,978,253	54,446,632	66,747,854	91,643,368	92,176,569	136,594,068	133,228,249	114,425,315
Non-Operating Revenues	746,088	1,337,104	2,564,788	19,835,802	22,890,422	11,761,460	2,066,635	47,077,029	23,413,000	26,186,354
Non-Operating Expenses	(11,999,984)	(7,926,892)	(9,784,460)	(14,538,188)	(17,520,769)	(14,430,047)	(14,666,308)	(12,792,217)	(13,036,301)	(13,012,506)
Net Income "A" (NI"A")	41,228,071	34,280,918	43,758,581	59,744,246	72,117,507	88,974,781	79,576,896	170,878,880	143,604,948	127,599,163
Depreciation	(12,822,653)	(13,140,057)	(13,377,640)	(14,149,761)	(14,661,500)	(18,156,728)	(21,044,928)	(23,632,566)	(26,743,013)	(30,041,105)
Net Income (Loss) "B" (NI"B")	$ 28,405,418	$ 21,140,861	$ 30,380,941	$ 45,594,485	$ 57,456,007	$ 70,818,053	$ 58,531,968	$ 147,246,314	$ 116,861,935	$ 97,558,058
Net Capital Assets (NCA) **	$ 297,825,250	$ 296,380,248	$ 321,263,212	$ 386,505,892	$ 387,829,832	$ 497,460,868	$ 710,131,365	$ 755,372,148	$ 816,762,075	$ 871,601,817
Total Assets (TA)	$ 625,138,463	$ 677,119,779	$ 724,780,324	$ 993,775,538	$ 1,080,903,075	$ 1,122,647,245	$ 1,236,493,196	$ 1,585,765,739	$ 1,585,765,739	$ 1,625,868,880
Operating Indicators:										
Operating ROI (NOI/NCA)	17.62%	13.79%	15.87%	14.09%	17.21%	18.42%	12.98%	18.08%	16.31%	13.13%
Operating Margin (NOI/OR)	56.18%	49.23%	53.36%	51.47%	52.05%	57.23%	59.50%	63.33%	59.07%	53.32%
Operating Ratio (OE/OR)	43.82%	50.77%	46.64%	48.53%	47.95%	42.77%	40.50%	36.67%	40.93%	46.68%
Other ROI Indicators:										
ROI "A" (NI"A"/TA)	6.60%	5.06%	6.04%	6.01%	6.67%	7.93%	6.44%	10.78%	9.06%	7.85%
ROI "B" (NI"B"/TA)	4.54%	3.12%	4.19%	4.59%	5.32%	6.31%	4.73%	9.29%	7.37%	6.00%

* - Excludes Depreciation
** - Excludes Construction in Progress

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TABLE 6 (Unaudited)

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

Port Commerce By Commodity
Last Ten Years

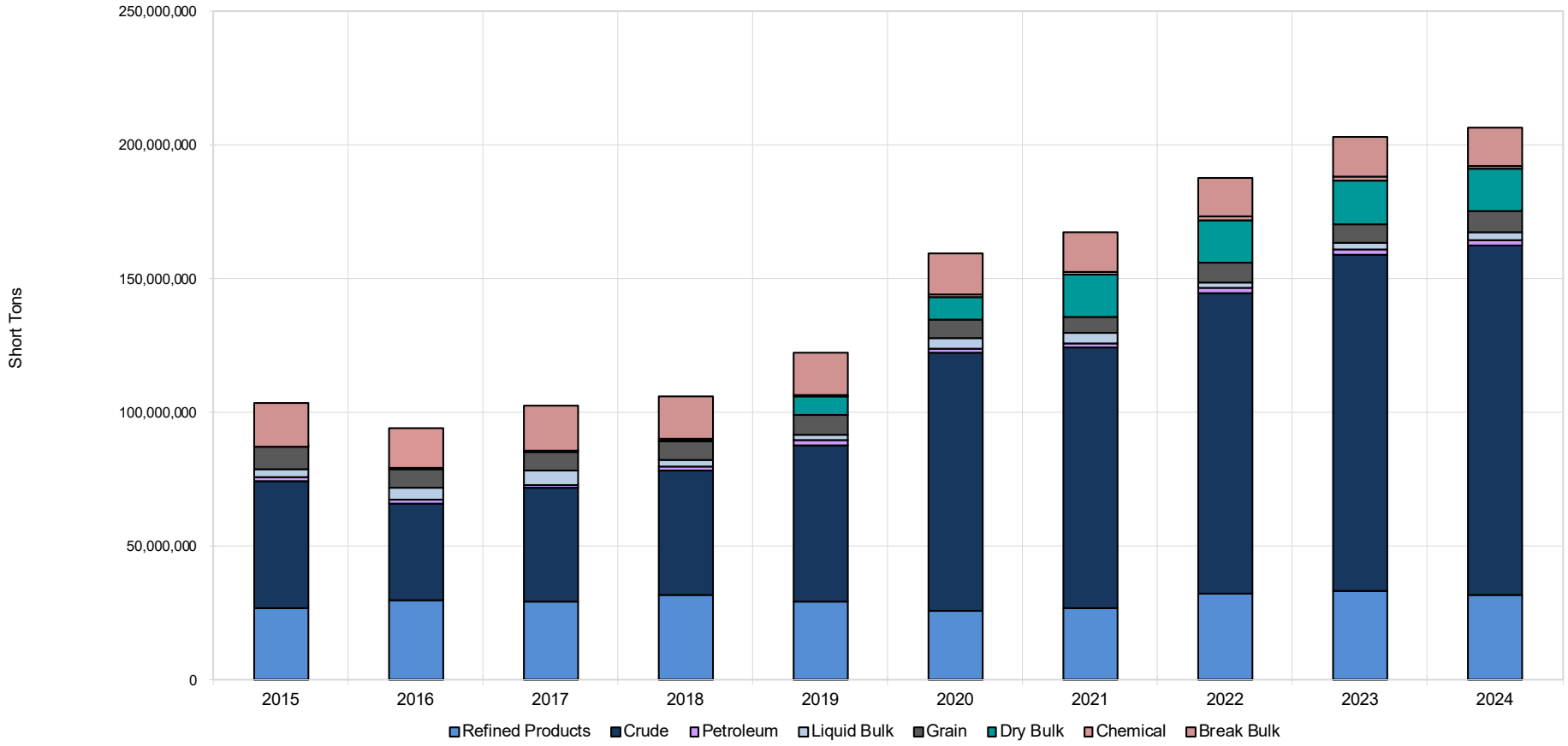
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Commodity By Port Division - *Short tons*										
Inner Harbor										
Refined Products	26,172,022	29,500,602	29,380,964	31898593.47	29,364,199	25,696,235	26,367,455	32,087,014	32,593,249	31,411,251
Crude Oil	42,677,491	30,496,672	26,642,934	28739505.16	35,140,347	47,101,569	43,329,332	48,374,814	47,523,171	44,207,999
NGL	1,264,409	1,341,643	1,159,599	1409263.518	1,737,470	1,395,042	1,723,829	1,821,346	1,834,927	1,764,730
Agricultural	3,396,829	4,169,145	5,162,711	2601335.955	1,867,544	3,961,667	3,567,886	1,979,514	2,246,799	3,115,075
Dry Bulk (non-ag)	4,128,590	3,728,930	2,947,609	3077745.547	3,614,852	2,928,523	2,550,298	2,590,879	2,845,676	3,640,744
Break Bulk	179,753	218,233	364,514	451028.9733	427,205	534,064	798,688	1,261,905	1,265,635	1,097,475
Other Bulk Liquids	13,694,534	13,064,660	14,208,167	13796139.55	13,304,225	13,409,121	12,240,323	11,556,768	11,740,328	10,684,711
Total	91,513,627	82,519,885	79,866,497	81,973,612	85,455,842	95,026,221	90,577,813	99,672,241	100,049,785	95,921,985
La Quinta										
Refined Products	17,370	23,548	34,454	23,750	20,688	53,492	386,352	70,234	99,181	106,736
NGL			-	45,116	49,197	56,067	55,724	52,779	53,411	32,579
Dry Bulk (non-ag)	4,454,738	3,357,428	4,311,854	4,085,546	4,056,812	4,019,507	3,771,300	4,722,570	4,251,543	4,031,966
LNG			-	148,665	6,841,853	8,650,289	15,677,178	16,225,771	16,250,437	16,095,386
Break Bulk	105,558	85,069	163,312	170,135	139,143	67,210	267,497	70,388	42,883	56,244
Other Bulk Liquids	1,822,132	2,095,329	2,258,959	2,279,158	2,304,539	2,313,173	2,341,482	2,969,180	3,290,977	3,435,048
Total	6,399,799	5,561,374	6,768,580	6,752,369	13,412,232	15,159,738	22,499,533	24,110,923	23,988,432	23,757,959
Ingleside										
Refined Products	589,418	205,741	15,913	13,770	18,292	144,468	164,498	372,316	442,659	482,793
Crude Oil	4,904,927	5,982,277	15,733,332	17,497,170	23,258,262	49,335,388	54,008,485	63,730,912	78,560,176	86,279,633
NGL	9,167	2,282	5,064	-	-	-	-	-	-	-
Dry Bulk (non-ag)	5,257	345	1,339	273	-	-	-	-	-	-
Break Bulk	55,895	12,271	-	67	25,628	47,016	887	76	-	26,757
Other Bulk Liquids	-	8,161	-	91	174	158	-	7,205	-	-
Total	5,564,664	6,211,077	15,755,648	17,511,371	23,302,356	49,527,030	54,173,871	64,110,508	79,002,835	86,789,182
Rincon Point										
Dry Bulk (non-ag)	-		1,124	54	-	52		4,531	-	-
Total	-	-	1,124	54	-	52	-	4,531	-	-
Total	103,478,088	94,292,335	102,391,848	106,237,406	122,170,429	159,713,039	167,251,217	187,898,204	203,041,052	206,469,126
Commodity Totals - *Short tons*										
Refined Products	26,778,809	29,729,890	29,431,331	31,936,114	29,403,179	25,894,194	26,918,305	32,529,564	33,135,090	32,000,780
Crude Oil	47,582,418	36,478,950	42,376,266	46,236,676	58,398,608	96,436,957	97,337,818	112,105,726	126,083,347	130,487,632
NGL	1,273,576	1,343,925	1,159,599	1,454,379	1,786,668	1,451,108	1,779,553	1,874,125	1,888,338	1,797,309
Agricultural	3,385,384	4,169,145	5,162,711	2,601,336	1,867,544	3,961,667	3,567,886	1,979,514	2,246,799	3,115,075
Dry Bulk (non-ag)	8,095,262	7,086,702	7,265,652	7,163,564	7,671,664	6,948,082	6,321,598	7,317,980	7,097,219	7,672,710
LNG	-	315,573	-	148,665	6,841,853	8,650,289	15,677,178	16,225,771	16,250,437	16,095,386
Break Bulk	339,123	15,168,150	529,164	621,285	591,975	648,290	1,067,072	1,332,369	1,308,519	1,180,476
Other Bulk Liquids	16,023,519	-	16,467,126	16,075,389	15,608,938	15,722,453	14,581,806	14,533,153	15,031,305	14,119,759
Total	103,478,090	94,292,335	102,391,849	106,237,408	122,170,430	159,713,040	167,251,216	187,898,202	203,041,054	206,469,127

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TABLE 6 (Unaudited)

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

Port Commerce By Commodity
Last Ten Years



Draft - Subject to Revisions

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

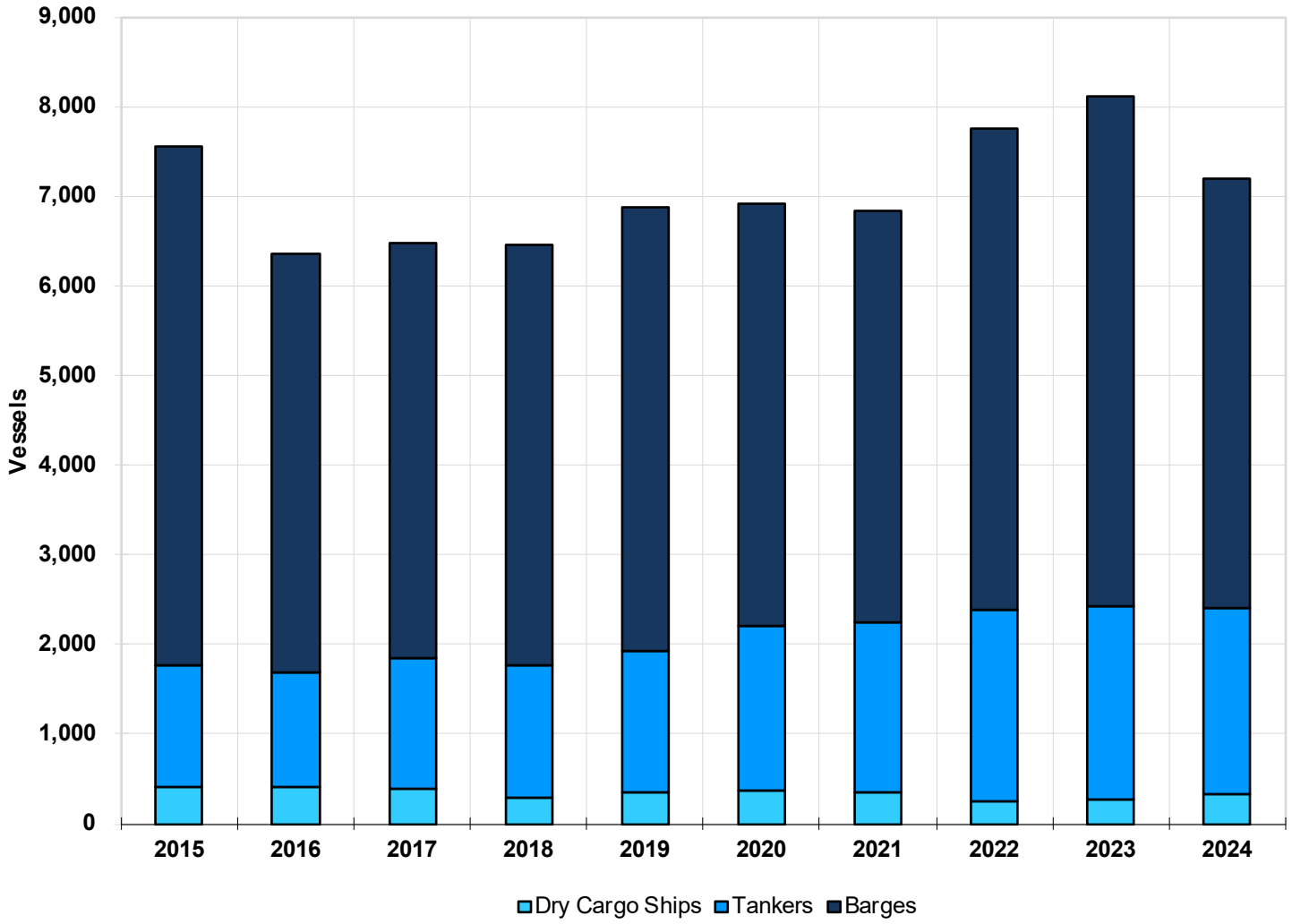
Vessel Traffic
Last Ten Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Inner Harbor										
Ships										
Dry Cargo	283	293	280	200	228	202	197	183	185	241
Tankers	1,143	1,039	1,110	1,151	1,140	1,160	1,068	1,187	1,157	1,092
Barges	5,479	4,478	4,153	4,304	4,452	4,288	4,056	4,555	5,067	4,217
Total Vessels	6,905	5,810	5,543	5,655	5,820	5,650	5,321	5,925	6,409	5,550
La Quinta Harbor										
Ships										
Dry Cargo	104	88	102	70	67	103	102	59	66	59
Tankers	124	140	167	136	249	255	350	407	431	405
Barges	118	80	346	321	398	362	478	736	481	291
Total Vessels	346	308	615	527	714	720	930	1,202	978	755
Harbor Island										
Ships										
Dry Cargo	-	-	-	4	48	41	59	12	11	38
Tankers	-	-	-	-	-	1	-	1	4	11
Barges	-	-	-	-	8	5	10	6	10	23
Total Vessels	-	-	-	4	56	47	69	19	25	72
Ingleside Harbor										
Ships										
Dry Cargo	31	35	12	19	4	17	1	-	-	-
Tankers	89	89	169	185	198	422	467	539	568	557
Barges	190	124	142	75	81	52	55	47	130	270
Total Vessels	310	248	323	279	283	491	523	586	698	827
Rincon Point										
Barges	-	-	1	2	-	1	-	21	1	1
Total Vessels	-	-	1	2	-	1	-	21	1	1
Total										
Ships										
Dry Cargo	418	416	394	293	347	363	359	254	262	338
Tankers	1,356	1,268	1,446	1,472	1,587	1,838	1,885	2,134	2,160	2,065
Barges	5,787	4,682	4,642	4,702	4,939	4,708	4,599	5,365	5,689	4,802
Total Vessels	7,561	6,366	6,482	6,467	6,873	6,909	6,843	7,753	8,111	7,205

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PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

Vessel Traffic
Last Ten Years



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PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

Tariff Rates Last Ten Years

	U/M	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Wharfage Rates											
All Cargo NOS	W/M	$3.3100	$3.3900	$3.4500	$3.5800	$3.6500	$3.7200	$3.7200	$3.8200	$3.9500	$3.9500
Dry Bulk	S/T	$1.3700	$1.4000	$1.4300	$1.4800	$1.5100	$1.5400	$1.5400	$1.5800	$1.6400	$1.6400
Liquid Bulk	BRL	$0.0965	$0.0987	$0.1005	$0.1041	$0.1061	$0.1084	$0.1084	$0.1112	$0.1151	$0.1151
Beans, Lentils & Peas	S/T	$0.6600	$0.6700	$0.6900	$0.7100	$0.7200	$0.7400	$0.7400	$0.7600	$0.7900	$0.7900
Cotton	Bale	$0.5900	$0.6000	$0.6100	$0.6300	$0.6600	$0.6600	$0.6600	$0.6800	$0.7000	$0.7000
Grain and Grain Products	S/T	$1.5100	$1.5500	$1.5700	$1.6400	$1.6700	$1.7100	$1.7100	$1.7500	$1.8100	$1.8100
Grain and Grain Products (bulk)	S/T	$0.3000	$0.3100	$0.3200	$0.3300	$0.3400	$0.3500	$0.3500	$0.3600	$0.3700	$0.3700
Iron and Steel Articles	S/T	$2.1600	$2.2100	$2.2500	$2.3300	$2.3800	$2.4300	$2.4300	$2.4900	$2.5800	$2.5800
Machinery, agricultural	S/T	$3.3310	$3.3900	$3.4500	$3.5800	$3.6500	$3.7200	$3.7200	$3.8200	$3.9500	$3.9500
Machinery, grading, earth moving	S/T	$3.3100	$3.3900	$3.4500	$3.5800	$3.6500	$3.7200	$3.7200	$3.8200	$3.9500	$3.9500
Military Cargo	S/T	$6.2500	$6.3900	$6.5200	$6.7600	$6.8900	$7.0400	$7.0400	$7.2200	$7.4700	$7.4700
Milk, dehydrated	S/T	$1.7600	$1.8000	$1.8300	$1.9000	$1.9400	$1.9800	$1.9800	$2.0300	$2.1000	$2.1000
Passengers	Person	$6.0300	$6.1700	$6.2800	$6.5100	$6.6400	$6.7800	$0.0000	$0.0000	$0.0000	$0.0000
Power Generation/Plant Equipment	S/T	$3.3100	$3.3900	$3.4500	$3.5800	$3.6500	$3.7200	$3.7200	$3.8200	$3.8200	$3.8200
Refrigerated Cargo	S/T	$1.5100	-	-	-	-	-	-	-	-	-
Rice and Rice Products	S/T	$1.5100	$1.5500	$1.6900	$1.7500	$1.7900	$1.8200	$1.8200	$1.8700	$1.9400	$1.9400
Sand, aggregates, caliche, limestone	S/T	$1.3700	$1.4000	$1.4300	$1.4800	$1.5100	$1.5400	$1.5400	$1.5800	$1.6400	$1.6400
Vegetable oil	S/T	$1.4600	$1.5000	$1.5200	$1.5800	$1.6100	$1.6400	$1.6400	$1.6800	$1.7400	$1.7400
Vehicles	S/T	$5.7200	$5.8500	$5.9600	$6.1800	$6.3000	$6.4300	$6.4300	$6.6000	$6.8300	$6.8300
Vessels, pressure	S/T	$4.1100	$4.2000	$4.2800	$4.4300	$4.5200	$4.6200	$4.6200	$4.7400	$4.9100	$4.9100
Dockage Rates											
General Cargo											
Vessels											
0-199	Feet	$2.75	$2.81	$2.86	$2.97	$3.02	$3.09	$3.09	$3.17	$3.28	$3.28
200-399	Feet	$3.61	$3.70	$3.75	$3.90	$3.97	$4.06	$4.06	$4.16	$4.31	$4.31
400-499	Feet	$5.10	$5.21	$5.31	$5.50	$5.60	$5.73	$5.73	$5.88	$6.09	$6.09
500-599	Feet	$6.86	$7.01	$7.15	$7.41	$7.55	$7.72	$7.72	$7.92	$8.20	$8.20
600-699	Feet	$7.85	$8.03	$8.17	$8.48	$8.64	$8.83	$8.83	$9.06	$9.38	$9.38
700-799	Feet	$10.12	$10.35	$10.52	$10.91	$11.12	$11.36	$11.36	$11.65	$12.06	$12.06
800-899	Feet	$12.19	$12.47	$12.69	$13.15	$13.41	$13.70	$13.70	$14.05	$14.54	$14.54
900-999	Feet	$14.56	$14.89	$15.16	$15.71	$16.01	$16.36	$16.36	$16.78	$17.37	$17.37
1000-1099	Feet	-	-	-	-	$20.90	$21.35	$21.35	$21.90	$22.66	$22.66
Over 1100	Feet	-	-	-	-	$25.79	$26.35	$26.35	$27.03	$27.97	$27.97
Barges - Inland Waterway	Feet	$154.41	$157.93	$157.93	$166.61	$169.84	$173.51	$173.51	$177.99	$177.99	$177.99
Bulk Terminal	GRT	$0.48	$0.49	$0.50	$0.52	$0.53	$0.53	$0.54	$0.55	$0.57	$0.57
Liquid Bulk											
Vessels	DWT	See Dry/Liquid	See Dry/Liquid	See Dry/Liquid	See Dry/Liquid	See Dry/Liquid	See Dry/Liquid	See Dry/Liquid	See Dry/Liquid	See Dry/Liquid	See Dry/Liquid
Barges											
0-200 Feet	Barge	$154.41	$157.93	$160.77	$166.61	$169.84	$173.51	$173.51	$177.99	$184.20	$184.20
201-361 Feet	Barge	$231.62	$236.90	$241.16	$249.91	$254.76	$260.27	$260.27	$266.98	$276.30	$276.30
360 +	Barge	See Dry/Liquid	See Dry/Liquid	See Dry/Liquid	See Dry/Liquid	See Dry/Liquid	See Dry/Liquid	See Dry/Liquid	See Dry/Liquid	See Dry/Liquid	See Dry/Liquid
Harbor Safety Fee [2]											
Ships	Ship	$1,153.00	$1,153.00	$1,153.00	$1,446.00	$1,446.00	$1,477.23	$1,477.23	$1,515.34	$1,568.23	$1,568.23
Barges	Barge	$132.00	$132.00	$132.00	$166.00	$166.00	$169.59	$169.59	$173.97	$180.04	$180.04
Security Surcharge Fee [1]		7.5%	7.5%	7.5%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%

1 Security surcharge fee is calculated on wharfage and dockage billings

2 Harbor Safety Fees include fireboat fees and a marine patrol fee implemented in 2010

Tariff rates reported on this schedule represent the most significant of the Authority's revenue sources, all rates may be obtained from the Authority's published tariff

S/T - short tons; BRL - barrel; DWT - dead weight tons; NRT - net registered tons; GRT - gross registered tons; W/M - weight or measure

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PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

Ten Largest Customers
December 31, 2024 and 2015

WHARFAGE and DOCKAGE REVENUE:
(by billed counterparty)

Customer	2024 Wharfage and Dockage Revenue	2024 Rank	2024 %	2015 Wharfage and Dockage Revenue	2015 Rank	2015 %
Enbridge Ingleside Energy Center LLC	$ 22,338,823	1	15.95%	$ -		
South Texas Gateway Terminal	12,242,291	2	8.74%	-		
Valero	11,923,658	3	8.51%	8,723,274	1	14.56%
Corpus Chritsti Liquefaction	11,819,808	4	8.44%	-		
Max Shipping, Inc.	9,615,028	5	6.86%	1,718,017	8	2.87%
Citgo	7,006,163	6	5.00%	6,644,057	2	11.09%
Buckeye Texas Hub LLC	6,127,503	7	4.37%	2,718,301	6	4.54%
POTAC LLC	5,639,348	8	4.03%			
NuStar Logistics	5,173,898	9	3.69%	4,740,670	5	7.91%
Arcelormittal Texas HBI, LLC	3,808,163	10	2.72%			
Flint Hills Resources	-			5,678,186	3	9.48%
Martin Operating	-			5,648,267	4	9.43%
Moran-Gulf Shipping Agency	-			1,911,436	7	3.19%
Biehl & Company	-			1,392,522	9	2.32%
EF Terminals Corpus Christi LLC	-			1,328,578	10	2.22%
Subtotal (10 largest)	95,694,683		68.32%	40,503,308		67.62%
Other	44,381,765		31.68%	19,393,286		32.38%
Total	**$ 140,076,448**		**100.00%**	**$ 59,896,594**		**100.00%**

TONNAGE:

Customer	2024 Tonnage	2024 Rank	2024 %	2015 Tonnage	2015 Rank	2015 %
Enbridge Ingleside Energy Center LLC	54,710,805	1	26.50%	$ -		
South Texas Gateway Terminal	30,064,973	2	14.56%			
Valero	20,301,006	3	9.83%	22,032,866	2	21.29%
Citgo	17,644,500	4	8.55%	24,372,147	1	23.55%
Corpus Chritsti Liquefaction	16,095,386	5	7.80%			
Buckeye Texas Hub LLC	14,008,873	6	6.78%	7,596,630	6	7.34%
POTAC LLC	9,375,278	7	4.54%			
EPIC Corpus Christi Marine Terminal	6,712,885	8	3.25%			
NuStar Logistics	6,494,306	9	3.15%	9,030,131	4	8.73%
Eagle Ford Terminals Corpus Christi LLC	5,394,845	10	2.61%			
Flint Hills Resources	-			12,727,226	3	12.30%
Martin Operating	-			8,153,150	5	7.88%
Sherwin Alumina Company LP	-			4,447,763	7	4.30%
ADM/Gromark River System, Inc.	-			2,329,368	8	2.25%
Occidental Chemical Corp.	-			1,822,132	9	1.76%
EF Terminals Corpus Christi LLC	-			1,758,015	10	1.70%
Subtotal (10 largest)	180,802,857		87.57%	94,269,428		91.10%
Other	25,666,269		12.43%	9,208,661		8.90%
Total	**206,469,126**		**100.00%**	**103,478,089**		**100.00%**

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TABLE 10 (Unaudited)

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

Ratios of Outstanding Debt
Last Ten Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Revenue Bonds	$ 115,000,000	$ 110,640,000	$ 106,245,000	$ 309,325,000	$ 304,795,000	$ 298,160,000	$ 289,580,000	$ 280,710,000	$ 271,535,000	$ 262,025,000
Bond Premium	-	-	-	17,117,024	16,243,611	15,370,382	14,497,153	13,644,786	12,804,380	11,979,931
Subscription based IT arrangements	-	-	-	-	-	-	-	-	586,768	2,025,715
Total Outstanding Debt	$ 115,000,000	$ 110,640,000	$ 106,245,000	$ 326,442,024	$ 321,038,611	$ 313,530,382	$ 304,077,153	$ 294,354,786	$ 284,926,148	$ 276,030,646
Per Capita	$ 2,711	$ 2,736	$ 2,500	$ 7,474	$ 7,112	$ 6,721	$ 5,667	$ 5,360	$ 5,064	$ 4,674
Percent of Personal Income	0.63%	0.64%	0.58%	1.74%	1.66%	1.57%	1.38%	1.23%	1.20%	1.10%

Details regarding the Authority's outstanding debt can be found in Note 8 of the Notes to the Financial Statements. See Table 12, schedule of Demographic and Economic Statistics for personal income and population data.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

Pledged Revenue Bond Coverage Last Ten Years

Year	Gross Revenues (1)	Maintenance and Operating Expenses (2)	Net Revenue Available for Debt Service	Debt Service Requirements			Coverage
				Principal	Interest	Total	
2015	93,903,115	40,939,888	52,963,227	-	2,115,973.00	2,115,973	-
2016	84,052,194	42,151,256	41,900,938	4,360,000.00	4,139,948.00	8,499,948	-
2017	97,336,565	44,329,786	53,006,779	4,395,000.00	4,105,722	8,500,722	6.24
2018	108,637,047	51,333,496	57,303,551	4,450,000	7,138,292	11,588,292	4.94
2019	132,872,595	61,494,932	71,377,663	4,530,000	13,803,917	18,333,917	3.89
2020	162,163,465	68,492,233	93,671,232	6,635,000	13,701,629	20,336,629	4.61
2021	152,659,759	60,743,239	91,916,520	8,580,000	13,522,008	22,102,008	4.16
2022	212,733,264	79,350,763	133,382,501	8,870,000	13,235,090	22,105,090	6.03
2023	225,544,801	92,316,512	133,228,289	9,175,000	12,923,721	22,098,721	6.03
2024	214,615,780	100,190,465	114,425,315	9,510,000	12,591,340	22,101,340	5.18

(1) Gross revenues represent operating revenues, other than insurance reimbursements, and includes interest income not related to bond proceeds

(2) Operating expenses represent maintenance and operating, and general and administrative expenses and any other operating expenses paid in cash, excluding depreciation

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

Demographic and Economic Statistics Last Ten Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Population (1)	423,451	423,993	422,659	422,025	421,457	422,214	422,931	421,628	422,949	423,193
Personal Income-(in thousands) (1)	$18,124,202	$17,306,234	$18,114,539	$18,548,158	$19,645,110	$20,546,865	$22,692,011	$23,154,024	$23,796,989	$24,991,478
Per Capita Personal Income (1)	$42,801	$40,817	$42,859	$43,950	$46,612	$48,665	$53,654	$54,916	$56,264	$59,055
Unemployment rate (2)	5.20%	5.90%	5.80%	4.90%	4.30%	9.28%	7.49%	5.36%	4.53%	4.43%

Source:
(1) Estimates of population from the Bureau of Economic Analysis
for the Corpus Christi, TX Metropolitan Statistical Area consisting of Aransas, Nueces and San Patricio counties
(2) Bureau of Labor Statistics

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

Principal Employers
December 31, 2024 and 2015

	2024			2015		
Employer	Number of Employees	Rank	Percent of Total MSA Employment	Number of Employees	Rank	Percent of Total MSA Employment
CHRISTUS Spohn Health Services	7,866	1	3.88%	5,144	3	1.98%
Corpus Christi ISD	5,795	2	2.86%	5,178	2	1.99%
Naval Air Station Corpus Christi	5,000	3	2.47%	2,822	6	1.08%
Corpus Christi Army Depot	3,100	4	1.53%	5,800	1	2.23%
City of Corpus Christi	3,062	5	1.51%	3,171	5	1.22%
Driscoll Chidren's Hospital	2,609	6	1.29%	1,800	8	0.69%
Texas A&M University - CC	2,363	7	1.17%			
AEP Texas	2,133	8	1.05%			
Nueces County	2,031	9	1.00%			
HEB	2,019	10	1.00%	5,000	4	1.92%
Bay, Ltd				2,100	7	0.81%
Del Mar College				1,542	9	0.59%
Corpus Christi Medical Center				1,300	10	0.50%
Total	35,978		17.76%	33,857		13.01%

Source:
Employers and Number of Employees provided by Corpus Christi Regional Economic and Development Corporation

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

Employees by Function
Last Ten Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Operations:										
Bulk Terminal Facility	22	21	22	22	22	20	17	13	13	14
Harbormaster's Office	9	10	10	10	10	10	10	10	10	10
Maintenance	43	44	45	42	46	48	44	45	44	40
Police Department	48	48	49	47	54	56	56	63	71	73
	122	123	126	121	132	134	127	131	138	137
Administration:										
Chief Executive Officer	-	-	-	2	2	2	3	4	2	2
Executive Director	2	3	3	3	-	-	-	-	-	-
Chief Operating Officer	2	2	2	1	2	2	2	2	2	3
Chief Commercial Officer	2	2	2	3	-	-	-	-	-	-
Chief External Affairs Officer	-	-	-	1	2	3	3	2	2	2
Chief Financial Officer	2	1	3	3	2	2	3	2	1	1
Chief Strategy & Sustainability Officer	-	-	-	-	-	-	-	1	1	1
Planning	-	-	-	3	4	5	4	5	5	5
Government Affairs	1	1	1	2	2	2	2	2	2	2
Human Resources	6	6	6	7	6	6	6	5	8	9
Trade Development	5	5	5	3	1	3	3	5	5	5
Communications & Community Relations	7	6	5	7	8	7	7	10	13	11
Property & Industrial Development	3	4	4	4	5	5	5	5	5	5
Finance & Accounting	10	10	12	13	16	20	16	17	18	16
Procurement	-	3	3	2	4	3	3	5	6	6
Risk Management	2	2	2	3	3	3	3	3	2	2
Safety Management	2	2	2	2	2	4	3	2	2	3
Emergency Management	-	1	1	1	2	3	3	3	3	3
Information Technology	13	13	12	12	14	14	14	17	18	18
Engineering	16	20	20	18	18	19	19	18	21	21
Environmental Planning & Compliance	5	4	5	6	9	10	10	8	9	9
Operations	4	1	4	4	6	5	6	8	8	8
	82	86	92	98	106	116	115	124	133	132
	204	209	218	219	238	250	242	255	271	269

Source:
Employee information obtained from The Authority's Human Resource Department

Employee information is as of December 31st of each respective Year.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

Capital Asset Statistics Last Ten Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Harbor divisions	6	6	6	6	6	6	6	6	6	6
Turning basins	7	7	7	7	7	7	7	7	7	7
Corpus Christi Ship Channel (miles)	37	37	37	37	37	37	37	37	37	37
Authorized channel draft (feet)	54	54	54	54	54	54	54	54	54	54
General cargo docks	7	7	7	8	8	9	9	9	9	9
Covered docks	3	3	3	3	3	3	3	3	3	3
Open docks	4	4	4	5	5	6	6	6	6	6
Special public use dock	1	1	1	1	1	1	1	1	1	1
Covered storage (square feet)	295,000	295,000	295,000	295,000	295,000	295,000	295,000	295,000	295,000	295,000
Dockside rail access (docks)	4	4	4	4	4	4	4	4	5	5
Roll-on/ Roll-off ramps	1	1	1	1	1	1	1	1	1	1
Liquid bulk docks	13	13	13	15	15	15	15	16	16	16
Ship	7	7	7	8	8	8	8	10	10	10
Barge	6	6	6	7	7	7	7	6	6	6
Bulk material docks	2	2	2	2	2	2	2	2	2	2
Unloading Crane	1	1	1	1	1	1	1	1	1	2
Unloading rate per hour (short tons)	600	600	600	600	600	1,200	1,200	1,200	1,200	1,200
Radial ship loaders	1	1	1	1	1	1	1	1	1	1
Loading rate per hour (short tons)	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Layberth facilities/docks	3	3	2	2	2	2	2	5	5	5
Intermodal terminal	1	1	1	1	1	1	1	1	1	1
Open storage (acres)	35	35	35	35	35	50	50	50	50	50
Container handling machines	0	0	0	0	0	0	0	0	0	0
Bagging facilities	2	2	2	2	2	2	2	2	2	2
Grain	1	1	1	1	1	1	1	1	1	1
General purpose	1	1	1	1	1	1	1	1	1	1
Grain elevator	1	1	1	1	1	1	1	1	1	1
Bushel capacity (bushels)	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
Ship loading capacity per hour (bushels)	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000
Truck unloading capacity per hour (bushels)	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000
Railcar unloading capacity per hour (bushels)	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000
Cotton warehouses	1	1	1	1	1	1	1	1	1	1
Covered storage (square feet)	575,000	575,000	575,000	575,000	575,000	575,000	575,000	575,000	575,000	575,000
Banquet hall	1	1	1	1	1	1	1	1	1	1
Outdoor plaza	1	1	1	1	1	1	1	1	1	1
Indoor square feet (approximate)	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000
Outdoor square feet (approximate)	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Industrial parks	1	1	1	1	1	1	1	1	1	1
Acreage	285	285	285	285	285	285	285	285	285	285
Barge canals	2	2	2	2	2	2	2	2	2	2
Land										
Submerged (acres)	18,062	18,062	18,062	18,062	18,062	18,062	18,062	18,062	18,062	18,062
Emerged (acres)	7,301	7,383	7,384	10,379	10,379	10,379	11,841	12,462	13,263	13,884
Dredge Placement Areas	4,974	4,974	4,974	5,391	5,391	5,391	5,391	5,391	5,391	5,391
Open storage/development (acres)	2,327	2,409	2,410	2,410	2,410	2,410	2,410	2,410	2,410	2,410
Railroads										
Railway (miles)	48	48	58	58	60	60	60	62	66	70
Security Command Center	1	1	1	1	1	1	1	1	1	1

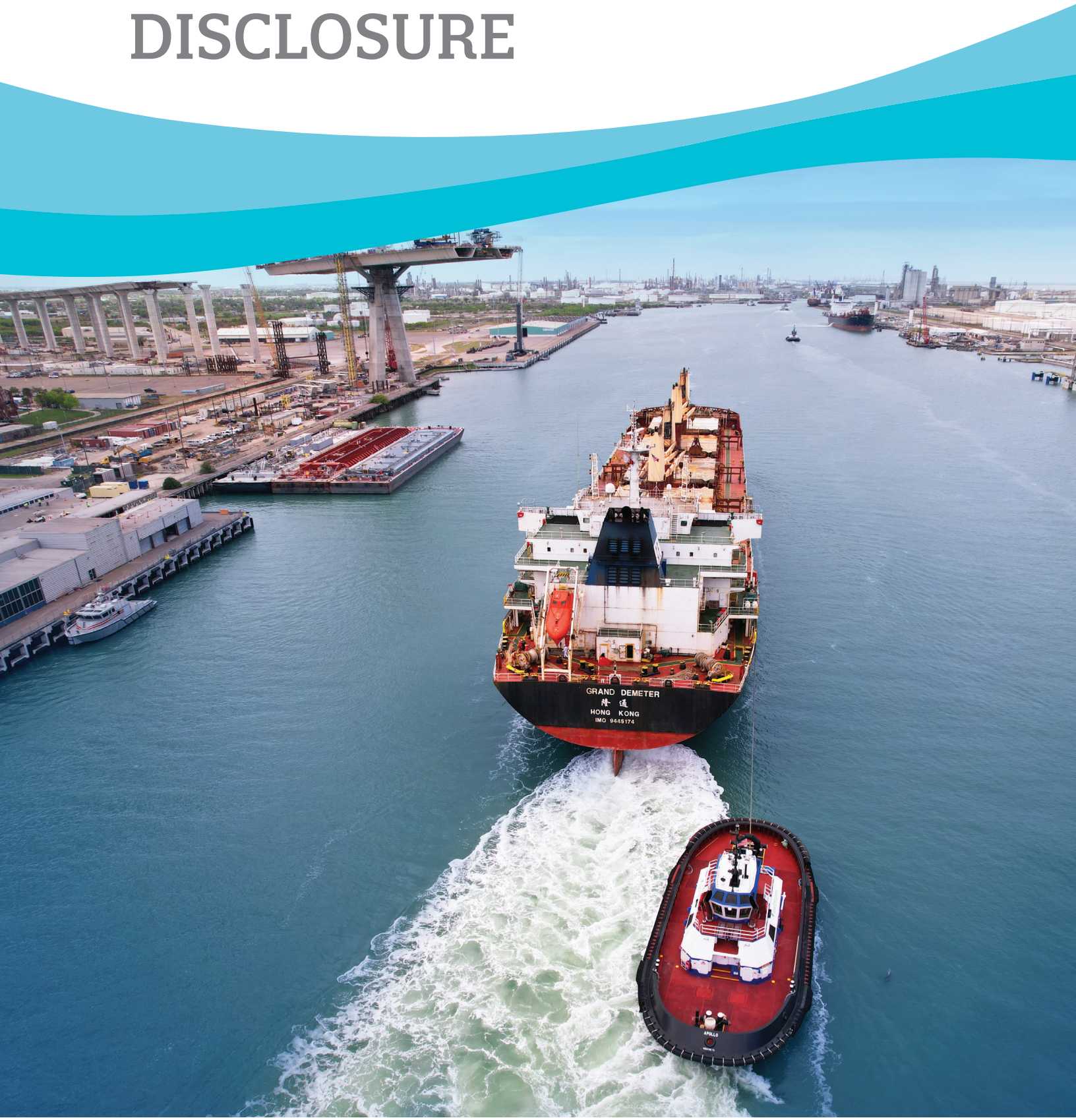
Source:
Various Authority departments

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

Schedule of Insurance in Force
December 31, 2024

Details of Coverage	Policy Period	Deductible	Liability Limits
All Risk Property	04/01/25-2026	$100,000/$4,000,000	$125,000,000
Active Shooter	10/01/24-2025	-	$1,000,000
Active Shooter, Property Damage Coverage	10/01/24-2025	$2,500	$1,000,000
Auto Physical Damage	10/01/24-2025	500/10,000	Per Schedule
Boiler and Machinery	04/01/25-2026	$25,000	$100,000,000
Business Auto Liability	10/01/24-2025	$5,000	$1,000,000
Cyber Liability	10/01/24-2025	$100,000	$3,000,000
Employee Fidelity (Crime) Bond	10/01/24-2025	$25,000	$1,000,000
Errors and Omissions Liability	10/01/24-2025	$50,000	5,000,000/10,000,000
Federal Flood Insurance	Varies	$1,250	Varies
Firebarge, Boats & Motors	10/01/24-2025	$25,000	$14,009,725
Foreign Liability	10/01/24-2025	-	1,000,000/2,000,000
General Liability/Marine	10/01/24-2025	$50,000	$10,000,000
Law Enforcement Liability	10/01/24-2025	$10,000	5,000,000/10,000,000
Mobile Equipment	10/01/24-2025	$1,000	$4,082,752
Pollution Liability	10/01/24-2025	$10,000	1,000,000/2,000,000
Public Officials Bonds (8)	Varies	-	$5,000
Terrorism	04/01/25-2026	$10,000	$125,000,000
Workers' Compensation	12/31/24 -2025	-	Statutory/1,000,000

CONTINUING BOND DISCLOSURE



The Hong Kong-based vessel Grand Demeter makes its way through the Port of Corpus Christi Inner Harbor on March 12, 2024.

PORT CORPUS CHRISTI®

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

Projected Operating Results and
Debt Service Coverage Ratio
Next Four Years

	2025	2026	2027	2028
Operating Revenues:				
Wharfage	$ 122,991,786	$ 122,991,786	$ 122,991,786	$ 129,141,375
Dockage	31,665,621	31,665,621	31,665,621	33,248,902
Security	20,093,632	20,093,632	20,093,632	21,098,314
Material & Freight handling	12,234,174	12,234,174	12,234,174	12,845,883
Rail charges	6,300,000	6,300,000	6,300,000	6,615,000
Building and land rentals	23,718,710	23,718,710	23,718,710	23,718,710
Conference center services	260,500	1,500,000	1,750,000	1,750,000
FTZ user fees	232,000	232,000	232,000	232,000
Dredge placement fees	2,393,763	2,393,763	2,393,763	2,393,763
Other revenue	786,269	786,269	786,269	825,582
Total Operating Revenues	220,676,455	221,915,955	222,165,955	231,869,529
Operating Expenses:				
Direct expenses, excluding depreciation	60,295,292	60,295,292	60,295,292	62,104,151
Indirect expenses, excluding depreciation	49,885,009	49,885,009	49,885,009	51,381,559
Total Operating Expenses	110,180,301	110,180,301	110,180,301	113,485,710
Other Revenues (Expenses):				
Investment Income, excluding proceeds on debt and funds reserved for debt service	10,000,000	6,000,000	4,500,000	4,125,000
Total Other Revenues (Expenses) available for debt service	10,000,000	6,000,000	4,500,000	4,125,000
Net Operating Revenues Available for Debt Service	$ 120,496,154	$ 117,735,654	$ 116,485,654	$ 122,508,819
Debt Service-Prior Lien	8,502,199	8,499,250	8,500,912	8,501,049
Debt Service-Senior Lien	13,600,607	13,603,560	13,599,527	13,605,616
Total Debt Service	$ 22,102,806	$ 22,102,810	$ 22,100,439	$ 22,106,665
Prior Lien Bond Debt Service Coverage	14.17	13.85	13.70	14.41
Total Bond Debt Service Coverage	5.45	5.33	5.27	5.54

The table contains the Authority's projections for Gross Operating Revenues, Maintenance and Operating Expenses, Net Operating Revenues and debt service coverage for the fiscal years ending 2025 through 2028. The projections contained in the table are forward-looking statements. Readers should not place undue reliance on forward-looking statements. This information is based on information available to the Authority on the date hereof, and the Authority assumes no obligation to update any such forward-looking statements. The actual results of the Authority could differ materially from those in such forward-looking statements.

The forward-looking statements in the table are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the Authority. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this this table will prove to be accurate.

Additional Continuing Bond Disclosure Information

The information provided below are the relevant schedules for the Authority's continuing bond disclosure (along with the schedule above) and the page reference in the annual comprehensive financial report where each can be found.

Port Commerce by Commodity (Table 6)	57
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Leases (Footnote 6)	28
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PORT CORPUS CHRISTI®

SINGLE AUDIT SECTION



A shipment of barite is offloaded from the vessel Maera at Port of Corpus Christi Cargo Dock 8 on June 27, 2024.

PORT CORPUS CHRISTI®

MAULDIN & JENKINS

CPAs & ADVISORS

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND REPORT ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Port Commissioners
Port of Corpus Christi Authority of Nueces County, Texas
Corpus Christi, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Port of Corpus Christi Authority of Nueces County, Texas (the "Authority") as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated March 27, 2025.

Report on Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Mauldin & Jenkins, LLC

Savannah, Georgia
March 27, 2025

MAULDIN & JENKINS

CPAs & ADVISORS

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Port Commissioners
Port of Corpus Christi Authority of Nueces County, Texas
Corpus Christi, Texas

Report on Compliance For Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the Port of Corpus Christi Authority of Nueces County, Texas' (the "Authority") compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on the Authority's major federal programs for the year ended December 31, 2024. The Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Authority complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance. Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Authority and to meet our ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Authority's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Authority's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Authority's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgement made by a reasonable user of the report on compliance about the Authority's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Authority's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Authority's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Mauldin & Jenkins, LLC

Savannah, Georgia
March 27, 2025

SECTION I
SUMMARY OF AUDIT RESULTS

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP	Unmodified
Internal control over financial reporting: Material weaknesses identified?	No
Significant deficiencies identified not considered to be material weaknesses?	None reported
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major programs: Material weaknesses identified?	No
Significant deficiencies identified not considered to be material weaknesses?	None reported
Type of auditor's report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with the 2 CFR 200.516(a)?	No

Identification of major federal programs:

Federal AL Number	Name of Federal Program or Cluster
97.056	U.S. Department of Homeland Security Port Security Grants

Dollar threshold used to distinguish between Type A and Type B programs:	$750,000
Auditee qualified as low-risk auditee?	Yes

State Awards

A single audit of major state awards was not required, as the authority did not spend in excess of $750,000 in state grant funds for the year ended December 31, 2024.

SECTION II
FINANCIAL STATEMENT FINDINGS AND RESPONSES

None reported.

SECTION III
FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

None reported.

SECTION IV
STATE AWARDS FINDINGS AND QUESTIONED COSTS

Not applicable.

SECTION V
STATUS OF PRIOR YEAR FINDINGS

None reported.

Program Title	AL Number	Grant Number	Expenditures
US Department of Homeland Security			
Direct Programs			
Port Security Grant #21	97.056	EMW-2021-PU-00579	$ 450,000
Port Security Grant #22	97.056	EMW-2022-PU-00544	475,743
Port Security Grant #23	97.056	EMW-2023-PU-00592	450,870
Total US Department of Homeland Security			1,376,613
US Environmental Protection Agency			
Passed through US Department of Treasury			
Gulf of Mexico (Gulf Trash Program)	66.475	MX-01D07420	1,828
Total US Environmental Protection Agency			1,828
US Department of Transportation			
Direct Program			
USDOT-MARAD-OD3 Avery Point	20.823	693JF72040031	1,768,162
Total US Department of Transportation			1,768,162
Total Federal Expenditures			$ 3,146,603

Note 1. General

The accompanying Schedule of Expenditures of Federal Awards presents the activity of all Federal financial assistance programs of the Port of Corpus Christi Authority of Nueces County, Texas (Authority). The Authority's reporting entity is defined in the Notes to the Authority's financial statements. All Federal financial assistance received directly from Federal agencies and passed through other government agencies is included on the schedule.

Note 2. Basis of Accounting

The accompanying Schedule of Expenditures of Federal Awards is presented using the accrual basis of accounting, which is described in the Notes to the Authority's financial statements.

Note 3. De-Minimis Indirect Cost Rate

The Authority elected not to use the 10% de-minimis indirect cost rate of the year ended December 31, 2024.

Note 4. Subrecipients

The Authority did not pass through Federal assistance to any subrecipient during the year ended December 31, 2024.



The U.S.S. Kingsville – an Independence-class littoral combat ship of the United States Navy – prepares to dock at the Congressman Solomon P. Ortiz International Center on August 18, 2024, ahead of her commissioning ceremony.

PORT CORPUS CHRISTI®



FINANCIAL REVIEW
YEAR TO DATE DECEMBER 31, 2024

Cindy Bertolami | Chief Financial Officer

PORT CORPUS CHRISTI®

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

Appendix: Detailed Financial Information

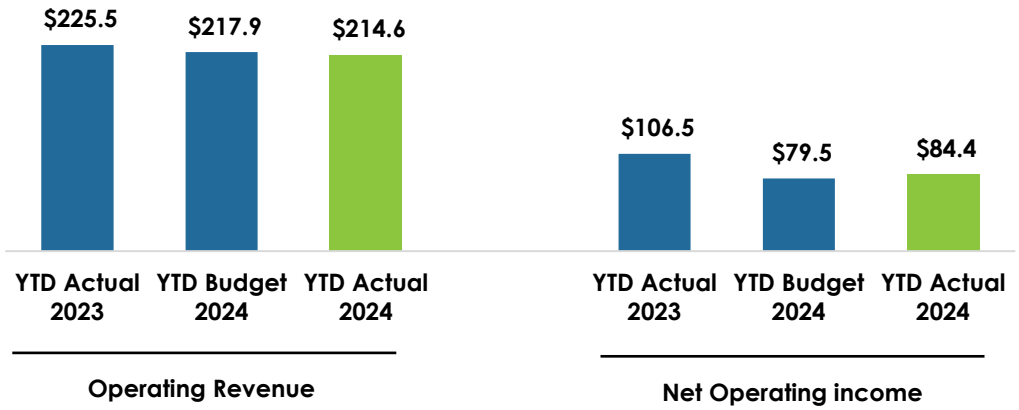
EXECUTIVE SUMMARY

Key Year to Date Highlights

- Record setting Tonnage for 2024. 7th straight year of new highs.
  - 4th Quarter of 2024 was the highest quarterly tonnage in the Port's history.
  - December 2024 tonnage was the second highest monthly tonnage in the Port's history.
- Year to date Net Operating Income (NOI) exceeds Budget by 6% and below the same period prior year by 21%.
  - Revenue 2% below Budget and 5% below of 2023.
  - Operating Expenses, excluding depreciation, are 8% lower than budget due to lower administrative expenses and professional services; and 9% higher than prior year due to higher maintenance and insurance.
- 2024 inbound rail car movements are significantly above 2023, while outbounds are slightly ahead of 2023 - overall increase of 74.3%.
- 2024 Capital Spending below budget and prior Year.

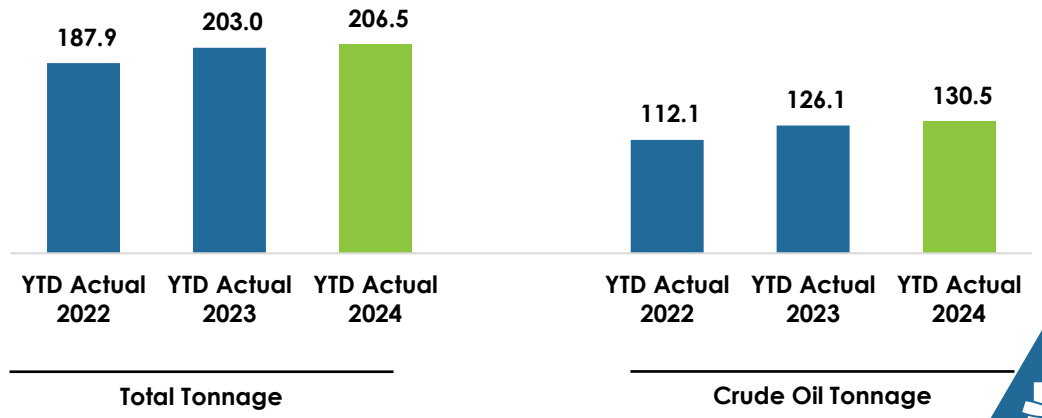
Year-to-Date
Operating Revenue and Net Operating Income

$ in millions



Year-to-Date
Tonnage

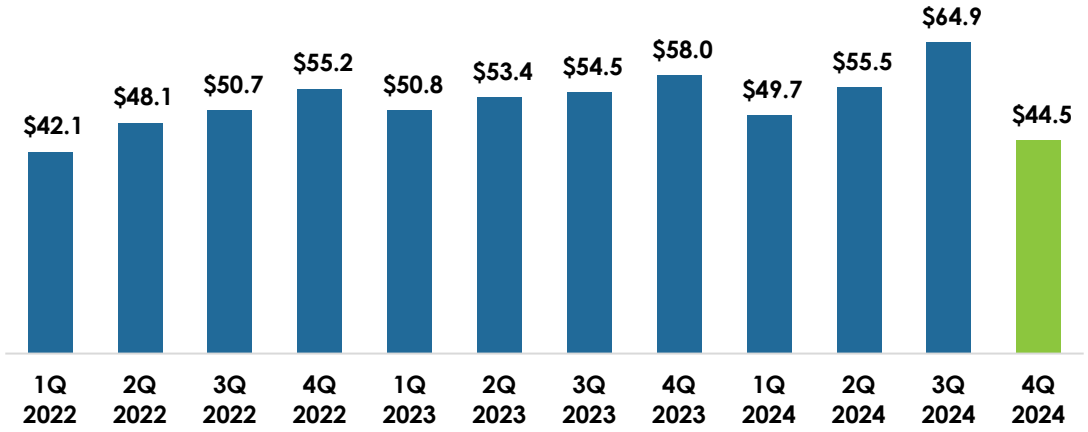
Millions of tons



KEY HISTORICAL TRENDS

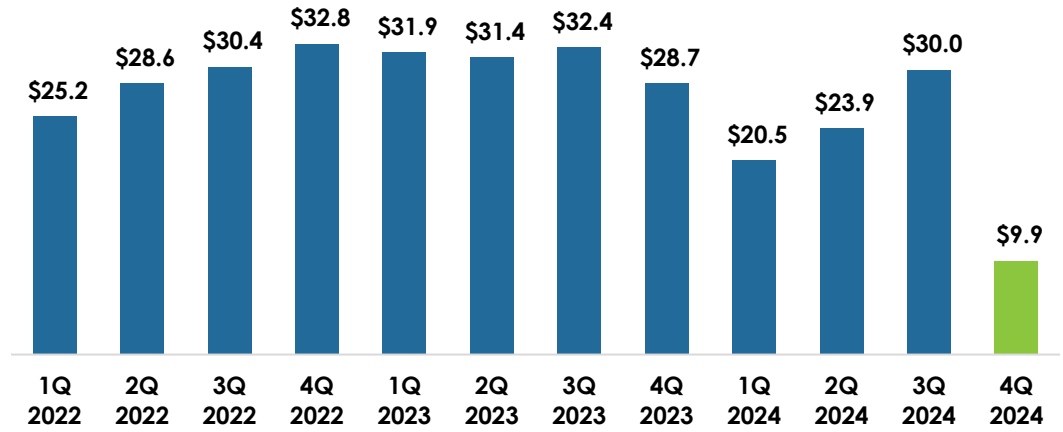
Operating Revenue

$ in millions



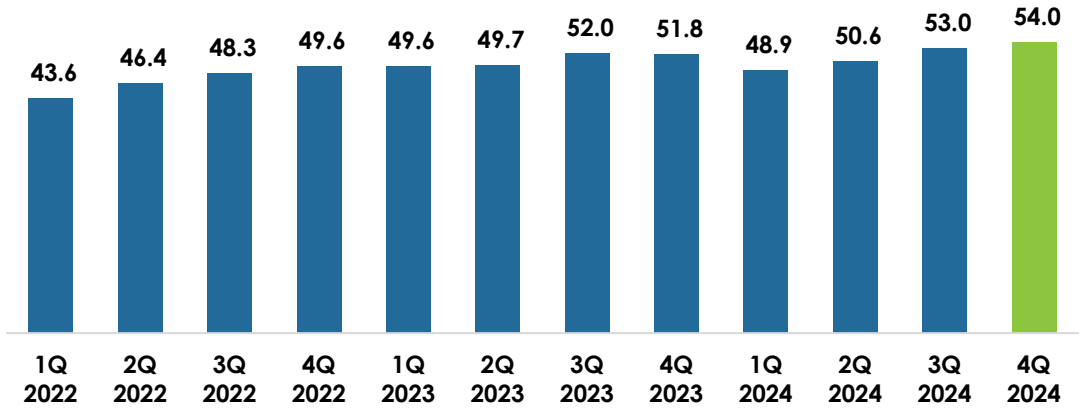
Net Operating Income

$ in millions



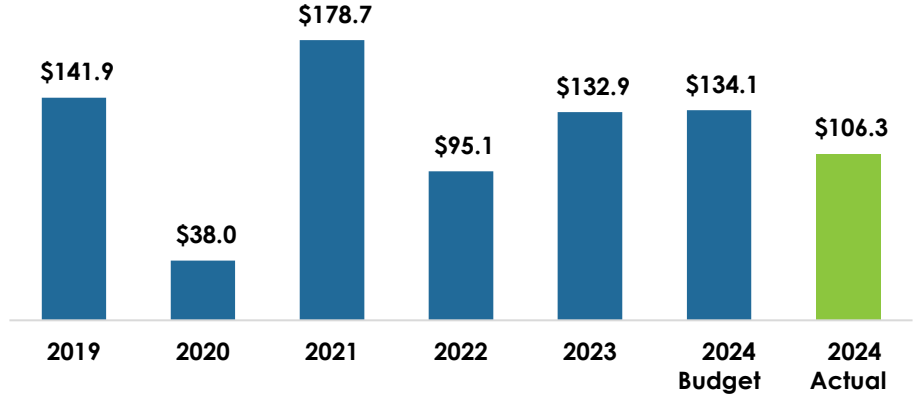
Total Tonnage

Millions of tons



Capital Expenditures

$ in millions



APPENDIX:
DETAILED FINANCIAL INFORMATION

EXPANDED OPERATIONAL METRICS DETAIL

	YTD 2024 Actual	YTD 2023 Actual	% Variance vs Prior Year	YTD 2024 Budget	Variance vs Budget
Statement of Net Position Items ($ in millions)					
Assets	$1,544.6	$1,448.6	6.6%		
Cash & Investments	294.2	221.4	32.9%		
Accounts Receivable	24.8	25.5	(2.8%)		
Restricted Assets	32.9	89.9	(63.4%)		
Liabilities	347.0	367.6	(5.6%)		
Net Position	**$1,201.6**	**$1,086.5**	**10.6%**		
Revenue and Expense Items ($ in millions)					
Operating Revenues	$214.6	$225.5	(4.8%)	$217.9	(1.5%)
Operating Expenses	(100.2)	(92.3)	8.5%	(108.5)	(7.7%)
Depreciation	(30.0)	(26.7)	12.3%	(29.8)	0.7%
Net Operating Income (Loss)	**$84.4**	**$106.5**	**(20.8%)**	**$79.5**	**6.2%**
Non-Operating Revenue/Expense	10.3	2.9	260.3%	(8.1)	(227.6%)
Net Income	**$94.7**	**$109.4**	**(13.4%)**	**$71.4**	**32.6%**
Capital Projects	**$106.3**	**$132.9**	**(20.1%)**	**$134.1**	**(20.8%)**
Operational Items					
Tonnage (millions)	206.5	203.0	1.7%		
Ships	2,403	2,422	(0.8%)		
Barges	4,802	5,692	(15.6%)		
Barges and Ships	7,205	8,114	(11.2%)		
Railcars	49,567	28,442	74.3%		

STATEMENT OF NET POSITION DETAIL

$ in millions	12/31/2024 Actual	12/31/2023 Actual	$ Change vs Prior Year	% Variance vs Prior Year	12/31/2023 Actual	$ Change vs Year Ago	Variance vs Year Ago
Line Item							
Assets							
Cash & Investments	$294.2	$221.4	$72.8	32.9%	$221.4	$72.8	32.9%
Accounts Receivable	24.8	25.5	(0.7)	(2.8%)	25.5	(0.7)	(2.8%)
Restricted Assets	32.9	89.9	(56.9)	(63.4%)	89.9	(56.9)	(63.4%)
PP&E, net	1,183.8	1,105.5	78.2	7.1%	1,105.5	78.2	7.1%
Other Assets	8.9	6.3	2.6	41.9%	6.3	2.6	41.9%
Total Assets	**$1,544.6**	**$1,448.6**	**$96.0**	**6.6%**	**$1,448.6**	**$96.0**	**6.6%**
Deferred Outflows - Pension	4.8	5.8	(1.1)	(18.1%)	5.8	(1.1)	(18.1%)
Total Deferred Outflows	**$4.8**	**$5.8**	**($1.1)**	**(18.1%)**	**$5.8**	**($1.1)**	**(18.1%)**
Current Liabilities	34.4	29.4	5.0	17.1%	29.4	5.0	17.1%
Unearned Income	31.8	48.5	(16.7)	(34.5%)	48.5	(16.7)	(34.5%)
Long-term Debt	276.0	284.9	(8.9)	(3.1%)	284.9	(8.9)	(3.1%)
Other Liabilities	4.8	4.8	0.0	0.5%	4.8	0.0	0.5%
Total Liabilities	**$347.0**	**$367.6**	**($20.6)**	**(5.6%)**	**$367.6**	**($20.6)**	**(5.6%)**
Deferred Inflows - Pension	0.7	0.2	0.5	nm	0.2	0.5	286.7%
Total Deferred Inflows	**$0.7**	**$0.2**	**$0.5**	**286.7%**	**$0.2**	**$0.5**	**286.7%**
Investment in Net Assets	885.3	801.3	84.0	10.5%	801.3	84.0	10.5%
Restricted Net Position	37.9	30.5	7.4	24.4%	30.5	7.4	24.4%
Unrestricted Net Position	278.3	254.8	23.6	9.3%	254.8	23.6	9.3%
Total Net Position	**$1,201.6**	**$1,086.5**	**$115.0**	**10.6%**	**$1,086.5**	**$115.0**	**10.6%**

STATEMENT OF REVENUE AND EXPENSE DETAIL- YTD

	12/31 Year-to-Date			Variance			
	2024		2023	vs Budget		vs Prior Year	
	Actual	Budget	Actual	$ Change	% Variance	$ Change	% Variance
Summary: Statement of Revenues & Expenses ($ in millions)							
Wharfage	$109.4	$119.7	$109.0	($10.4)	*(8.7%)*	$0.3	*0.3%*
Dockage	$30.7	$33.3	$32.0	($2.6)	*(7.7%)*	(1.3)	*(4.0%)*
Security	$18.1	$19.1	$18.4	($1.0)	*(5.3%)*	(0.3)	*(1.8%)*
Freight Handling	$5.1	$3.3	$3.5	$1.9	*57.4%*	1.6	*46.9%*
Material Handling	$11.2	$7.6	$7.8	$3.6	*47.9%*	3.5	*44.9%*
Rail Charges	$8.3	$3.6	$5.6	$4.7	*129.5%*	2.6	*46.7%*
Dredging	$1.3	$0.1	$7.3	$1.2	*1,197.8%*	(5.9)	*(81.5%)*
Building and Land Rental	$24.0	$25.3	$37.1	($1.2)	*(4.8%)*	(13.1)	*(35.2%)*
Other Shipping Services	$6.5	$6.0	$4.9	$0.5	*8.5%*	1.6	*33.2%*
Total Operating Revenues	**$214.6**	**$217.9**	**$225.5**	**($3.2)**	***(1.5%)***	**($10.9)**	***(4.8%)***
Employee Services	36.0	36.8	35.8	(0.8)	*(2.3%)*	0.2	*0.6%*
Maintenance	22.6	21.1	12.9	1.5	*7.0%*	9.7	*75.6%*
Utilities / Telephone	1.8	1.9	1.8	(0.0)	*(1.8%)*	(0.0)	*(0.2%)*
Insurance	6.3	5.9	5.2	0.4	*7.7%*	1.1	*21.7%*
Professional / Contracted Services	19.5	24.2	23.6	(4.7)	*(19.4%)*	(4.1)	*(17.4%)*
Operator / Event Expenses	1.3	1.4	1.4	(0.1)	*(6.1%)*	(0.1)	*(9.1%)*
Promotion & Development	5.9	5.9	5.9	(0.0)	*(0.8%)*	(0.0)	*(0.4%)*
Admin / Trade Dvlp / IT / Other	6.8	11.4	5.7	(4.6)	*(40.2%)*	1.2	*20.4%*
Depreciation	30.0	29.8	26.7	0.2	*0.7%*	3.3	*12.3%*
Total Operating Expenses	**$130.2**	**$138.4**	**$119.0**	**($8.1)**	***(5.9%)***	**$11.2**	***9.5%***
Net Operating Income (Loss)	**$84.4**	**$79.5**	**$106.6**	**$4.9**	***6.2%***	**($22.2)**	***(20.8%)***
Interest Income (Loss)	14.8	4.5	14.8	10.3	*229.9%*	0.1	*0.6%*
Other Revenue	8.5	–	1.1	8.5	*nm*	7.4	*663.1%*
Interest / Bond Expense	(12.0)	(12.6)	(12.3)	0.5	*(4.3%)*	0.3	*(2.0%)*
Gain (Loss) on Disposals	(1.0)	–	(0.7)	(1.0)	*nm*	(0.2)	*nm*
Other Expense	–	–	–	–	*nm*	–	*nm*
Other Revenue / (Expenses)	**$10.3**	**($8.1)**	**$2.9**	**$18.4**	***(227.6%)***	**$7.5**	***260.3%***
Net Income (Loss)	**$94.7**	**$71.4**	**$109.4**	**$23.3**	***32.6%***	**($14.7)**	***(13.5%)***

TONNAGE, SHIP & BARGE, AND RAILCAR DETAIL

Millions of Tons	4Q 2024 Actual	4Q 2023 Actual	*Variance vs. Prior Quarter* Tons	*Variance vs. Prior Quarter* %	YTD 2024 Actual	YTD 2023 Actual	*Variance vs. Prior YTD Period* Tons	*Variance vs. Prior YTD Period* %
Tonnage								
Refined Products	8.2	8.5	*(0.3)*	*(3.5%)*	32.0	33.1	*(1.1)*	*(3.4%)*
Crude Oil	34.2	32.5	*1.7*	*5.2%*	130.5	126.1	*4.4*	*3.5%*
NGL	0.5	0.5	*0.0*	*3.6%*	1.8	1.9	*(0.1)*	*(4.8%)*
Agricultural	0.6	0.2	*0.4*	*206.9%*	3.1	2.2	*0.9*	*38.6%*
Dry Bulk (non-ag)	2.0	1.4	*0.6*	*42.8%*	7.7	7.1	*0.6*	*8.1%*
LNG	4.4	4.2	*0.2*	*4.3%*	16.1	16.3	*(0.2)*	*(1.0%)*
Break Bulk	0.3	0.4	*(0.1)*	*(16.0%)*	1.2	1.3	*(0.1)*	*(9.8%)*
Other Bulk Liquids	3.9	4.2	*(0.3)*	*(6.9%)*	14.1	15.0	*(0.9)*	*(6.1%)*
Total Tonnage	**54.0**	**51.8**	***2.2***	***4.3%***	**206.5**	**203.0**	***3.4***	***1.7%***
Ship and Barge Movements								
Ships	632	601	*31*	*5.2%*	2,403	2,422	*(19)*	*(0.8%)*
Barges	1,208	1,384	*(176)*	*(12.7%)*	4,802	5,692	*(890)*	*(15.6%)*
Total Ships and Barges	**1,840**	**1,985**	***(145)***	***(7.3%)***	**7,205**	**8,114**	***(909)***	***(11.2%)***
Railcars								
Inbound	9,627	8,306	*1,321*	*15.9%*	33,373	13,100	*20,273*	*154.8%*
Outbound	3,571	3,474	*97*	*2.8%*	16,194	15,342	*852*	*5.6%*
Total Railcars	**13,198**	**11,780**	***1,418***	***12.0%***	**49,567**	**28,442**	***21,125***	***74.3%***

THANK YOU



PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of April 22, 2025

DATE: April 22, 2025

TO: Port Commission

FROM: Sarah Garza, Director of Environmental Planning and Compliance
sarah@pocca.com
(361) 885-6163
Robert Schulz, Manager of Environmental Compliance
rschulz@pocca.com
(361) 885-6609

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

SUMMARY: Staff is seeking Port Commission approval of a Consulting Services Contract with AECOM Technical Services, Inc. in the amount not to exceed $319,025.70 for a one-year initial term with two (2) one-year options for air monitoring services related to operation of an air monitoring network at the Bulk Terminal, and network expansion to include additional air monitor stations.

The scope of this contract includes the operation and maintenance of the existing air monitoring network at the Bulk Terminal, which includes six (6) onsite air monitors. The scope also includes data validation and reporting to PCCA. As the Bulk Terminal expands, the air monitoring network will also expand to encompass the full operation of the Bulk Materials Terminal. Additionally, once a lease agreement is approved a confirmation air monitor is expected to be installed on the south side of the ship channel directly across from the Bulk Terminal adjacent to the Dona Park neighborhood. Therefore, the scope of work also includes installation of up to two (2) additional air monitors during the first initial term and installation of up to two (2) additional air monitors during the first optional period of the contract.

The air monitoring network aids in compliance with the Texas Commission on Environmental Quality (TCEQ) air permit by ensuring operations meet permit conditions and emission levels. Additionally, real-time management of the dust emissions at the site optimizes operations including creating the ability to expand cargo volumes.

BACKGROUND: Loading and unloading operations at the Bulk Terminal have the potential for fugitive dust impacts, and the Port has previously developed an environmental enhancement strategy to reduce potential environmental impacts. The environmental

enhancement strategy includes operation of a real-time air monitoring program to measure dust emissions and provide timely alerts to operators to make proactive changes to operations to reduce dust.

The current contract for this work expires on May 31, 2025, therefore a new scope of services was solicited through a request for proposals in November 2024. Five proposals were submitted in response to the Request for Proposals. AECOM was selected as the best proposer and staff negotiated the attached Consulting Services Contract.

ALTERNATIVES: PCCA's Bulk Terminal air quality permit prohibits visible dust emissions from travelling beyond the facility's boundaries. Real time continuous monitoring of dust emissions equips PCCA with additional compliance assurance by informing our operations and ensuring conditions meet the requirements of the permit. Alternatively, we operate the Bulk Terminal without real time feedback regarding preventative measures fore dust control.

CONFORMITY TO PORT POLICY: This request conforms to the PCCA's Strategic Plan 2026, Strategic Goal #4 Be an Environmental Leader.

EMERGENCY: While this is not an emergency, the prior contract is nearing the end of its term, and the contract is necessary to ensure ongoing regulatory compliance associated with our Bulk Terminal operations.

FINANCIAL IMPACT: This project is included in the annual capital budget approved by the Port Commission in November 2024. The contract is for a total amount of $319,025.70 for the one-year initial term with two (2) one-year options. The total amount of the first renewal term, if exercised, would be $356,303.10. The total amount of the second renewal term, if exercised, would be $322,604.88.

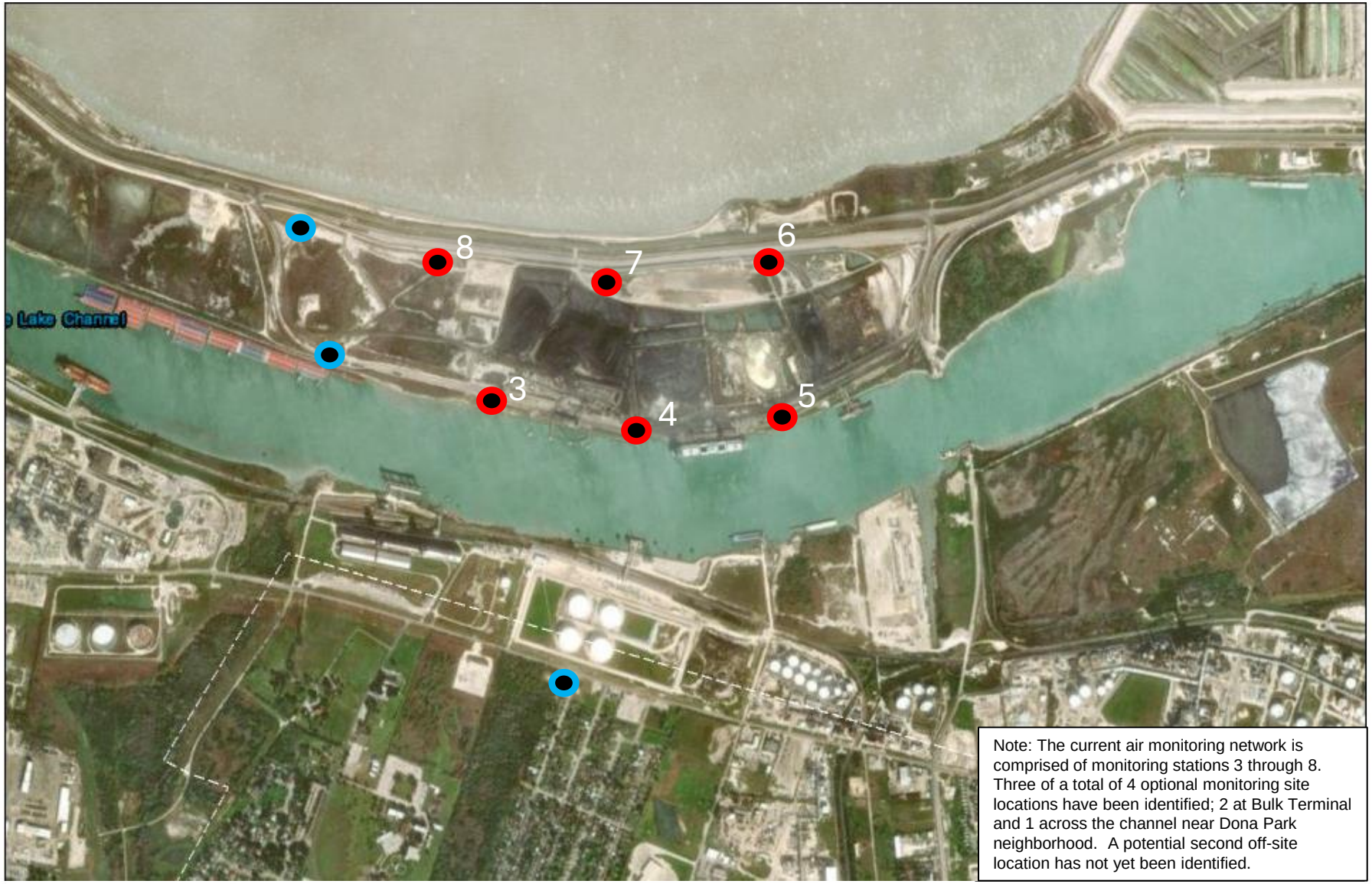
STAFF RECOMMENDATION: Staff recommend approval of a Consulting Service Contract with AECOM Technical Services, Inc. in the amount not to exceed $319,025.70 with two (2) one-year options for air monitoring services including operation, maintenance, and potential expansion of the air monitoring network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

DEPARTMENTAL CLEARANCES:

Originating Department	Environmental Planning & Compliance
Reviewed & Approved	Sarah Garza Robert Schulz
Legal Reviewed	Dane Bruun
Executive Staff	Jeff Pollack Kent Britton

LIST OF SUPPORTING DOCUMENTS:

Consulting Services Contract
Exhibit – Bulk Terminal Air Monitoring Network



Note: The current air monitoring network is comprised of monitoring stations 3 through 8. Three of a total of 4 optional monitoring site locations have been identified; 2 at Bulk Terminal and 1 across the channel near Dona Park neighborhood. A potential second off-site location has not yet been identified.

DISCLAIMER: This exhibit is not intended for legal, engineering, or land surveying purposes.

Bulk Terminal Air Monitoring Network

- Installed and Active Monitor Site
- Optional Monitor Site

PORT CORPUS CHRISTI™

CONSULTING SERVICES CONTRACT

THIS CONTRACT (the "Contract") is made and entered into effective as of the 22nd day of April 2025, ("Effective Date") by and between the Port of Corpus Christi Authority of Nueces County, Texas ("Authority"), and AECOM Technical Services, 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 April 22, 2026 (the "Deadline"), unless renewed or terminated in accordance with the terms of the Contract. Authority has the option to renew the term of this Contract for two (2) additional one (1) year periods upon written notice to Consultant at least thirty (30) days prior to the expiration of the initial term or first renewal term, as applicable. The initial term and any renewal term(s) are referred to herein collectively as the "Term". 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.

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

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

Robert Schulz
Manager of Environmental Compliance
Port of Corpus Christi Authority
400 Charles Zahn, Jr. Drive
Corpus Christi, Texas 78401
E-mail: rschulz@pocca.com

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

4. NOTICES: Notices, demands, requests or other formal communication related to the Contract shall be deemed to have been given when received, whether delivered personally or

mailed. E-mail communications may be considered as formal notification provided the e-mail message states the message is intended as a formal notice and the receiving Party acknowledges receipt of the message as a formal notification. Notices shall be addressed as follows:

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

If to the Consultant: Mark Modrak
Project Director
AECOM Technical Services, Inc.
13620 Briarwick Drive
Austin, Texas 78729
E-mail: mark.modrak@aecom.com

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

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

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

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

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

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

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

6.5 In performing the Services, the Consultant will not use any third party's confidential or propriety information, or infringe the rights of another party, nor will the

Consultant disclose to the Authority, or bring onto the Authority's premises, or induce the Authority to use any third party's confidential or proprietary information;

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

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

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

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

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

7. COMPENSATION: The compensation to be paid Consultant for providing the Services shall be the compensation described in Exhibit B attached hereto, which is incorporated herein by reference; provided, however, the total fees paid to Consultant for the Services (including reimbursable travel expenses and other direct costs) shall not exceed **Three Hundred Nineteen Thousand Twenty-Five and 70/100 Dollars ($319,025.70).** The total amount paid to Consultant for the Services (including reasonable travel expense and other direct costs) during the first renewal term, if the renewal option is exercised by Authority, shall not exceed **Three Hundred Fifty-Six Thousand Three Hundred Three and 10/100 Dollars** (**$356,303.10**). The total amount paid to Consultant for the Services (including reasonable travel expense and other direct costs) during the second renewal term, if the renewal option is exercised by Authority, shall not exceed **Three Hundred Twenty-Two Thousand Six Hundred Four and 88/100 Dollars** (**$322,604.88**). Consultant will obtain the written approval of Authority's Contract Representative relative to incurring travel and other direct costs before incurring such expenses.

8. INVOICE PROCEDURE AND PAYMENT: Consultant shall submit invoices monthly to the Authority for work performed during the preceding calendar month. Such invoices shall be due and payable by Authority on or before thirty (30) days from receipt by

Authority. Monthly compensation will be for the Services actually performed during the billing period, invoiced in accordance with the Fee Schedule included in Exhibit B. Invoices shall also describe any preapproved reimbursable costs. Consultant will provide sufficient detail with each invoice to substantiate the requested amount of monthly payment. At the Authority's request, Consultant will provide additional backup such as invoices for materials and subcontracted service or other documentation sufficient to establish the accuracy of the invoices.

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

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

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

11. LIMITATION OF LIABILITY: Except as otherwise expressly provided herein, neither Party shall be liable or responsible to the other Party for any indirect, incidental or consequential loss or damage of any nature whatsoever (including, but not limited to, contract,

negligence or tort liability) of the other Party, including without limitation, any actual or anticipated profits, loss of time, inconvenience, commercial loss or any other damages, even if the Party has advance notice of the possibility of such damages.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature page follows this page]

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

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____

Name: Kent A. Britton

Title: Chief Executive Officer

Date: _____

"Authority"

AECOM TECHNICAL SERVICES, INC.

By: _____

Name: Lynne McMullen

Title: Vice President, EHS Practice Leader West Region

Date: _____

"Consultant"

EXHIBIT A

SCOPE OF SERVICES

The Authority owns and operates a Bulk Terminal located on the north side of the Corpus Christi Ship Channel. Multiple bulk products are loaded and unloaded to and from vessels, railcars, and trucks. Additionally, handled materials are stored at the Bulk Terminal in large stockpiles in excess of 20-ft high. To manage fugitive dust at the site, the Authority has an air monitoring network to inform Bulk Terminal Operations of fugitive dust conditions, which allows effective application of specific controls to reduce fugitive dust and its impact on surrounding communities. This network currently consists of six (6) sites monitoring PM2.5 and PM10, and a meteorological tower within the Bulk Terminal. The PM2.5 and PM10 levels are monitored by Beta Attenuation Monitors. The Consultant will perform the following services in accordance with the terms and conditions set forth in this Contract:

Consultant will operate, maintain, and repair (as needed) the air monitoring network, including immediate remote troubleshooting of any issues that should arise (less than 3 hours response to notification) and 24-hour response to issues that require onsite troubleshooting of equipment, establishing field quality control procedures for routine testing, inspecting, and calibrating instrumentation, and operating up to two (2) meteorological monitoring towers. Consultant will operate the network of air monitors with an accuracy and completeness standard equivalent to state and federal air monitoring programs. Consultant will also perform data validation of all continuous and non-continuous data on a minimum of a bi-monthly basis, quarterly quality assurance (QA) audits of the network, monthly report deliverables, and the creation and management of an air quality database and website. Additionally, Consultant will conduct independent assessments, technical system audits, and performance evaluation audits on a quarterly basis.

At a minimum, Consultant will provide one primary operator with at least six months' experience with operating, maintaining, and troubleshooting continuous and non-continuous air monitoring instrumentation and one backup site operator with similar experience. The site operators will be electrical/mechanical grade technicians capable of operating, troubleshooting, and performing maintenance on all monitoring equipment.

Consultant will establish a data storage network that has the capability to evaluate all monitoring data in real-time and send text and/or email alerts to key Authority personnel. The network will be password protected and include a website interface for Authority staff for viewing, filtering, and exporting data. The website will also include a public-facing page, allowing the public to view validated data at such time that the Authority determines is warranted.

Consultant will prepare and provide a summary report in electronic format to key Authority personnel by the 5th day of each month. The report will include data capture rates, number of alerts generated at each site, range of concentrations measured at each site, correlation

of alert data to operations conducted by the Bulk Terminal or at other adjacent operational areas, continuous meteorological data, laboratory results of TSP filters (when applicable), and any equipment issues experienced during the reporting period. The report will also include a comparative evaluation of monitor data to the Texas Commission on Environmental Quality (TCEQ) CAMS 635 Dona Park particulate monitors for the determination of compliance with the newly revised NAAQS standard for 9.0 µg/m3 for PM2.5. Consultant will provide a summary report that will roll up the current month, quarter, and year with comparative analysis to the same time frames of the prior year and discuss any regional events that impacted measurements in the air monitoring network.

Upon Authority's request, consultant will install up to four (4) additional monitoring sites and one (1) additional meteorology tower: two (2) additional monitoring locations at the Bulk Terminal, and two (2) monitoring locations and one meteorology tower off-site in the vicinity of the Bulk Terminal across the ship channel.

Operations and Monitoring

Task 1: Update of the Quality Assurance Project Plan. Consultant will update the air monitoring Quality Assurance Project Plan (QAPP), in accordance with the "EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations" (EPA QA/R-5, March 2001) for the air monitoring network. Consultant will also update the QAPP as new monitors are added to the network.

Task 2: Operation and Maintenance of the Monitoring Network. Consultant will operate all instrumentation according to standard monitoring protocols and as described in EPA guidance documents and the manufacturer's manuals. Routine and preventative maintenance will be conducted by the Consultant's Field Operator (during regularly scheduled weekly site visits). Site activity logs will be maintained to document all onsite activities before departing the site. Project staff will also have remote access to each of the monitoring sites via telemetry and will review monitoring data each business day to ensure proper instrument function and a high data capture of 90% or better. During the duration of the project, Consultant will maintain current certifications for all equipment. This task also includes operation and maintenance of meteorological monitoring tower(s).

Consultant will provide remote troubleshooting of any issues that should arise (less than 3 hours response to notification). Consultant will also provide "emergency service" if critical issues with monitoring instrumentation occur during off-hours (e.g., overnight) or on weekends/holidays. This emergency service will be provided within a reasonable amount of time from when the issue was identified (e.g., the next morning for most issues identified during off-hours and within 24 hours for most issues identified during the weekend).

As part of the operation task, sampling for TSP will take place at 2 of the monitoring sites. All TSP samples will be collected on a 1-in-6-day basis using a high-volume sampler consistent with EPA's sampling calendar to provide 24-hour average TSP concentrations. Samples will be collected on quartz filters. After each sampling event, the collected filter will be sent to Consultant's subcontract laboratory to determine TSP concentration gravimetrically. The

lab will archive all TSP filters for 6 months. Beyond gravimetric analysis, further analyses may be performed on an "as-requested" basis.

Task 3: Data Validation. All continuous and non-continuous data collected from the monitoring networks will be transmitted to Consultant's Austin database and validated on at least a bi-monthly basis. The continuous air monitoring data will be reviewed daily to identify any operational issues or concerns with monitoring equipment operating within the Authority network. This effort will be led by Consultant's Data Validation/QA Lead.

Task 4: Data Management. As part of the air monitoring project, Consultant will establish a data storage network for this air monitoring network. The data storage network will evaluate all monitoring data automatically and in real time and will transmit automated text messages and/or email alerts to key Authority personnel when monitoring results have exceeded a pre-determined concentration threshold, and to additional key Authority personnel when a pre-determined number of consecutive alerts from one or more monitors is exceeded. The monitoring data will be uploaded hourly. The data will be stored in Consultant's relational database and all data collected, archived, and managed in the data storage network will be password protected. This effort will be led by Consultant's Data Management Lead.

Task 5: Reporting. Consultant will prepare and deliver a summary report to key Authority personnel by the 5th day of each month. The report will include data capture rates, number of alerts generated at each site, range of concentrations measured at each site, operations conducted by the Bulk Terminal or other adjacent operational areas, continuous meteorological data, laboratory results of TSP, and any equipment issues experienced during the reporting period. The report will provide a roll up for the current month, quarter, and year. In addition, the report will include a comparative evaluation of the Donna Park TCEQ monitoring data to determine compliance with the revised PM2.5 NAAQS standard. The monthly reports will be compiled by Consultant's Data Validation lead and reviewed by Consultant's Project Manager.

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Task 6: Project Management. Consultant's Project Manager is the Consultant point of contact for all communications with Authority and will manage all work being performed for Authority. Consultant Project Manager will communicate promptly with Authority Project Manager in the event of equipment malfunction, receive communications from the Authority, and participate in regular phone calls with the Authority Project Manager.

Task 7: Internal and Public Facing Website and Data Visualization Platform. Consultant will draft a customized website for both internal and public use (if, and when, Authority determines necessary to make available to public) using an existing internal software platform. Consultant will coordinate with Authority to customize the visualization tools and features to best meet the needs of Authority personnel and efficiently and clearly visualize air monitoring data for operations personnel. Visualization tools and features will include but are not limited to:

- Real-time graphs of both PM2.5 and PM10 concentrations with customizable date ranges and sliding time scales. The graphs will have colored indication lines for pre-determined upper limits of PM concentrations that indicate unhealthy breathing conditions and comparison against the NAAQS.

- An aerial map of the Bulk Terminal and Donna Park Neighborhood with color coded pins at locations of the air monitoring stations to visualize which monitors are experiencing elevated PM concentrations and which ones are experiencing moderate or calm conditions.
- A wind rose and temperature indicator to visualize current weather conditions.
- Exportable data tables for the download of measurement data.

Consultant will provide improvements and updates to the website, as requested by Authority. As the project progresses, Consultant will work with Authority personnel to implement new features to improve the user experience and help both Authority operations and the general public (when made available) to understand air quality data through visualization tools. Additionally, Consultant will work with TCEQ at Authority's request when TCEQ requests air monitoring data.

Consultant will provide a password-protected website interface for viewing, filtering, and exporting data with Authority preferred customizable features previously mentioned. The website will also include a public-facing page (when Authority determines appropriate), allowing the public to view validated data in a variety of relevant formats. Consultant will work with Authority to customize the format of the webpage, including the user interface and data analysis tools for internal and public use, and link on Authority's existing web page. This effort will be directed by Consultant's Data Management Lead.

Task 8: Quality Assurance Audits. Consultant will provide staff not affiliated with the project to help ensure data defensibility in accordance with EPA standard practices for quarterly quality assurance (QA) audit Consultant will assign an auditor to visit the networks on a quarterly basis to conduct independent assessments and performance audits using independent testing equipment.

The Consultant QA team will use an internal database for the creation and tracking of corrective action reports (CAR) capable of archiving records in accordance with this contract. A CAR will be created when necessary, following an audit when any deficiencies are found in the performance of air monitoring equipment or through the process of the Technical Systems Audit (TSA). The auditor and project manager will assign individuals responsible for implementing corrective actions and any necessary data validation as a result of the audit findings and follow up to ensure completion.

Consultant will conduct quarterly QA performance evaluations and TSAs on the Authority's air monitoring network. Audits will be conducted according to the QAPP with audit standards that are within certification requirements and completely independent of normal network operations. Performance evaluation audits will be conducted on the pollutant monitors on a quarterly basis and on the meteorological sensors on a semi-annual basis. TSA's will be performed on the pollutant monitors, meteorological sensors, and field operations on a quarterly basis. All audits will be conducted by a trained and experienced auditor from Consultant's QA team.

Task 9: Quality Control. Consultant will adhere to quality control (QC) measures in accordance with the project QAPP. Consultant will routinely perform QC checks on all measurement and data collection equipment to minimize equipment failure and prevent data loss.

Consultant will document and archive all QC documents in their central files, certify calibration equipment annually, and archive the certificates of analysis for calibration and audit equipment. QC checks will be performed on the particulate monitoring measurement equipment monthly and on meteorological equipment on a semiannual basis. The field operator will adhere to a weekly site visit checklist during each site visit to verify multiple parameters and conditions to help identify any issues early and prevent equipment failure or degradation of data quality. QC checks will regularly be performed on the particulate monitors and samplers to verify their performance and identify if any maintenance needs to be performed on the equipment.

Consultant will also perform remote checks on the instruments daily to identify any aberrant data early for further investigation and to reduce data loss.

Consultant will also perform annual background calibrations on the PM2.5 BAM monitors as specified in the manufacturer's manual. Consultant will also routinely clean the monitors to prevent degradation of monitoring equipment or failure of monitoring operations. At a minimum Consultant will adhere to the suggested maintenance activities of monitors and sensors as specified in the manufacturer's manuals.

Installation of Additional Equipment

Task 1: New Equipment Installation. Authority may choose to install PM monitors at up to four (4) additional sites. New equipment installation will depend on the approved fiscal year budget. Authority will provide 220-volt power drops to each additional site. The proposed monitoring locations will be in areas that have not been previously established. Therefore, the installation scope at these sites will include concrete pad construction and site preparation.

Consultant will install the additional air monitoring stations. New equipment will be installed as per the approved QAPP and in accordance with regulatory guidance for air monitoring. Each monitoring site will include a rebar enforced concrete pad for the BAM instrumentation with dimensions of 10 feet by 8 feet by 0.5 feet. Up to two (2) of the additional sites will also include a rebar enforced concrete pad for the TSP samplers with dimensions of 3 feet by 3 feet by 0.5 feet. Consultant will construct security fencing with a double gate around up to 2 of the sites as directed by Authority.

Consultant will perform installation of up to one (1) new meteorological tower and ancillary equipment at one of the new monitor sites, as directed by Authority. As part of the installation, Consultant will oversee site preparation, and the pouring of a rebar reinforced concrete pad with dimensions of 3 feet by 3 feet by 0.5 feet.

Task 2: Equipment Configuration, Testing, and Calibration. Consultant will configure instrumentation to transmit data via wireless modem hourly to Consultant's central air

monitoring database Consultant will test the dataloggers and telemetry systems to ensure that data is being transferred remotely to the Consultant's data server.

Consultant will perform initial testing of the additional air monitoring stations. New equipment will be installed as per the approved QAPP and in accordance with regulatory guidance for air monitoring. Calibration equipment will consist of certified National Institute of Standards and Technology (NIST) traceable standards for testing flow rates, temperature, wind speed, wind direction alignment, and barometric pressure.

Project Schedule

The table below lists significant project tasks, activities and milestones that Consultant will perform while implementing the monitoring project.

Operations and Maintenance:

Description of Activity / Deliverable	Completion Days from Award
Visit Bulk Terminal for Site Evaluation	7
Complete draft Monitoring Plan/QAPP Update	21
Finalize Monitoring Plan/QAPP Update	Within 3 days of receipt from Authority
Prepare Data Mgmt. Systems	30
System Integration	37
Field test and startup calibrations	44
Commence Routine Monitoring	51

Installation, Configuration, and Testing of New Equipment:

Description of Activity / Deliverable	Completion Days from Authority Request
Site Evaluation	14
Complete draft Monitoring Plan/QAPP Update	30
Finalize Monitoring Plan/QAPP Update	Within 3 days of receipt from Authority
System Design and Construction Drawings	45
Establish new monitor site(s) and field installation of new equipment	60
System Integration and	67
Field test and startup calibrations	74
Commence monitoring with new equipment	81

Project Team

Name	Title
Mark Modrak	Project Manager
John Sarkness	QA Lead
Alyssa Holler	Data Validation Lead
Monica Hanzel	Data Management Lead
Ignacio Gallardo	Field Operations Lead
Chip Ducrest	Field Engineer
Subcontractors – Garrett Construction, Alliance Technical Group	

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 **$319,025.70**, 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.

ATTACHMENT TO EXHIBIT B

Summary of Fees for Initial Term:

Item	Task Description	Unit	Unit Quantity	Unit Price	Extended Price
1.	Overall Project Management	Month	12	$1,124.42	$13,493.04
2.	Update air monitoring Quality Assurance Plan for air monitoring network.	Each	1	$3,670.50	$3,670.50
3.	Data validation, data storage network, and website management.	Month	12	$9,870.67	$118,448.04
4.	Preparation of summary report.	Month	12	$922.40	$11,068.80
5.	Operate and maintain equipment located at PCCA Bulk Terminal: 1. 6 PM_{10} / $PM_{2.5}$ continuous samplers 2. 1 Meteorological tower and ancillary equipment.	Month	12	$8,753.36	$105,040.32
Subtotal					$251,720.70

Item	Optional Task Description	Unit	Unit Quantity	Unit Price	Extended Price
1a.	Install equipment at PCCA Bulk Terminal: 1 air monitoring site 1. 1 PM_{10} / $PM_{2.5}$ continuous sampler	Each	1	$8,061.74	$8,061.74

Item	Optional Task Description	Unit	Unit Quantity	Unit Price	Extended Price
2a.	Operate and maintain equipment located at PCCA Bulk Terminal: 1. Each additional PM_{10} / $PM_{2.5}$ continuous sampler	Month	12	$1,454.95	17,459.40
3a.	Install equipment at south side neighborhood location: 1 air monitoring site 1. 1 PM10 / PM2.5 continuous sampler 2. 1 TSP sampler	Each	1	$16,331.74	$16,331.74
4a.	Install meteorological tower and ancillary equipment at a south side location 1 air monitoring site	Each	1	$5,634.12	$5,634.12
5a.	Operate and maintain equipment located at south side neighborhood location: 1. 1 PM10 / PM2.5 continuous samplers 1 TSP sampler 1 Meteorological tower and ancillary equipment	Month	12	$1,651.50	$19,818
Subtotal					$67,305.00
Grand Total Project Not to Exceed Fee (Initial Term)					**$319,025.70**

Note: Unit prices include all required insurance, overhead, travel, supplies, etc., and represent a not to exceed price for the respective tasks. Actual charges for a given task will be based on rates in the following rate sheet for actual units worked or expended, up to the not to exceed unit price.

Summary of Fees First Option Year

Item	Task Description	Unit	Unit Quantity	Unit Price	Extended Price
1.	Overall Project Management	Month	12	$1,124.42	$13,493.04
2.	Update air monitoring Quality Assurance Plan for air monitoring network.	Each	1	$3,670.50	$3,670.50
3.	Data validation, data storage network, and website management.	Month	12	$9,870.67	$118,448.04
4.	Preparation of summary report.	Month	12	$922.40	$11,068.80
5.	Operate and maintain equipment located at PCCA Bulk Terminal: 1. 7 PM_{10} / $PM_{2.5}$ continuous samplers 2. 1 Meteorological tower and ancillary equipment.	Month	12	$10,208.31	$122,499.72
6.	Operate and maintain equipment located at south side neighborhood location: 1. 1 PM10 / PM2.5 continuous samplers 1 TSP sampler 1 Meteorological tower and ancillary equipment	Month	12	$1,651.50	$19,818
Subtotal					$288,998.10

Item	Optional Task Description	Unit	Unit Quantity	Unit Price	Extended Price
1a.	Install equipment at PCCA Bulk Terminal: 1 air monitoring site 2. 1 PM_{10} / $PM_{2.5}$ continuous sampler	Each	1	$8,061.74	$8,061.74
2a.	Operate and maintain equipment located at PCCA Bulk Terminal: 2. 1 additional PM_{10} / $PM_{2.5}$ continuous sampler	Month	12	$1,454.95	17,459.40
3a.	Install equipment at south side neighborhood location: 1 air monitoring site 3. 1 PM10 / PM2.5 continuous sampler 4. 1 TSP sampler	Each	1	$16,331.74	$16,331.74
4a.	Install meteorological tower and ancillary equipment at a south side location 1 air monitoring site	Each	1	$5,634.12	$5,634.12
5a.	Operate and maintain equipment located at south side neighborhood location: 2. 1 PM10 / PM2.5 continuous samplers 1 TSP sampler	Month	12	$1,651.50	$19,818
Subtotal					$67,305.00
Grand Total Project Not to Exceed Fee (First Option Year)					**$356,303.10**

Note: Unit prices include all required insurance, overhead, travel, supplies, etc., and represent a not to exceed price for the respective tasks. Actual charges for a given task will be based on rates in the following rate sheet for actual units worked or expended, up to the not to exceed unit price.
Item 4a will only be installed if it is not installed during the first contract term.

Summary of Fees Second Option Year

Item	Task Description	Unit	Unit Quantity	Unit Price	Extended Price
1.	Overall Project Management	Month	12	$1,124.42	$13,493.04
2.	Data validation, data storage network, and website management.	Month	12	$9,870.67	$118,448.04
3.	Preparation of summary report.	Month	12	$922.40	$11,068.80
4.	Operate and maintain equipment located at PCCA Bulk Terminal: 3. 8 PM_{10} / $PM_{2.5}$ continuous samplers 4. 1 Meteorological tower and ancillary equipment.	Month	12	$11,663.26	$139,959.12
5.	Operate and maintain equipment located at south side neighborhood locations: 1. 2 PM_{10} / $PM_{2.5}$ continuous samplers 2. 2 TSP samplers 1 Meteorological tower and ancillary equipment	Month	12	$3,302.99	$39,635.88
Grand Total Project Not to Exceed Fee (Second Option Year)					**$322,604.88**

Note: Unit prices include all required insurance, overhead, travel, supplies, etc., and represent a not to exceed price for the respective tasks. Actual charges for a given task will be based on rates in the following rate sheet and for units worked or expended, up to the not to exceed unit price.

Rate Sheet

Labor	Unit	Unit Rate
Field Operations Manager	hour	$155.17
Project Manager	hour	$154.05
Senior Database Administrator	hour	$148.25
QA Lead	hour	$148.15
Data Management Lead	hour	$136.11
Senior Field Technician	hour	$109.15
Assistant Project Manager	hour	$106.50
Senior Data Validator	hour	$106.50
Junior Field Engineer	hour	$91.42
Data Communications Lead	hour	$88.35
Data Validator	hour	$81.59
Lead Auditor	hour	$69.84
Administrative	hour	$54.00
Junior Data Validator	hour	$40.50
Construction Services		
Construction of Bulk Terminal Pad	each	$2,695.00
Construction of offsite pads (BAM, TSP)	each	$5,565.00
Construction of offsite pads (BAM, TSP, Met Tower)	each	$7,510.00
Construction of Security Fence	each	$5,400.00
Miscellaneous Supplies (per installation site)	each	$225.00
Laboratory Services		
Alliance Tech Group- TSP sample analysis	each	$17.50
Equipment		
Large Truck	day	$60.00
Small Truck	day	$50.00
Vehicle Rental	day	$50.00
Personal Vehicle Mileage	mile	$0.70
Materials		
Air Card	each	$42.00
BAM Filter Tape	each	$81.17
Fuel	gallon	$2.50
Lodging	day	$150.00
Meals (per individual)	day	$50.00

EXHIBIT C

INSURANCE

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

	TYPE OF INSURANCE	MINIMUM LIMITS
A.	Workers' Compensation	Statutory
B.	Employer's Liability	$1,000,000 per Occurrence $1,000,000 Aggregate
C.	Commercial General Liability	$1,000,000 per Occurrence $2,000,000 Aggregate

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

D.	Business Automobile Liability	$1,000,000 per Occurrence

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

E.	Professional Liability	$2,000,000 per Occurrence

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

F.	Umbrella Liability	$5,000,000 per Occurrence

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

Each policy, except Professional Liability, must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, its Port Commissioners, officers and employees ("Authority Parties"). Additionally, the Authority Parties shall be designated as an Additional Insured either by a blanket additional insured or a specific endorsement on all policies, except for 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.

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of April 22, 2025

DATE:	April 22, 2025
TO:	Port Commission
FROM:	Natasha Fudge, P.E. Director of Engineering Services
ANTICIPATED STAFF PRESENTER:	Amelie Arvin, EIT Project Engineer

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

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

BACKGROUND: Over the past few years, the PCCA has developed several projects focused on improving the Bulk Materials Terminal (BMT) located in the Inner Harbor, such as the BMT public storage pads that are used by tenants to store bulk materials. The original scope of the BMT Upland Improvements project consisted of leveling up a settled 10-acre pad to reestablish proper drainage. This project was originally scheduled to begin in 2024 but was delayed due to an unexpected increase in pet coke storage operations at the site. With the site unavailable for construction, work was put on hold. Now that the PCCA has the opportunity to return to the project, staff has expanded the scope to include other terminal rehabilitation initiatives and more infrastructure improvements, as staff determined that bundling these efforts under one contract would create cost savings, utilize construction synergies, and ultimately minimize disruptions to terminal.

Key drivers for this project include:

- The existing 10-acre and 7-acre pet coke storage pad sites have substantially settled, several feet in some instances. The continuous operation of heavy equipment and material stockpiling results in subsurface soil consolidation, creating depressions in the areas that are utilized the most. These depressions retain ponded stormwater for long periods of time due to the impervious nature of the materials used in construction. Repairs and regrading are required to maintain proper site conditions for material handling and drainage.

- With extensive amount of pet coke loaded trucks from the local refineries and continuous use of heavy equipment for operations, the existing access infrastructure has sustained widespread wear and tear that requires rehabilitation. The need to rehabilitate aging transportation infrastructure such as roadways, pavement, and a culvert bridge is warranted to maintain serviceable access in and around the terminal for customer operations.

- The Bulk Terminal is recently experiencing increase in traffic and cargo volumes, which adds to the demand load of the existing terminal infrastructure. With future potential increase in more cargo volume and subsequent traffic and operations, there is a real need for a train rail bypass, which will increase terminal efficiencies by avoiding the need to breakup unit trains within the terminal. There is potential for TxDOT grant funding for construction of the bypass rail, leading to two separate design packages.

Staff solicited a Request for Qualifications for engineering services for various projects in 2023, including civil / sitework improvements such as this project. From the RFQ submissions, the PCCA created a shortlist and invited consultants to submit supplemental information if interested in being selected for this project. From that shortlist, in March 2024, a PCCA evaluation group selected Freese and Nichols, Inc. (FNI) as the most qualified firm for this project. FNI has worked with the PCCA before, providing engineering services for notable projects such as the Rincon East Cargo Yard Project, the Northside Open Storage & Maintenance Facility Drainage Improvements Project, Bulk Materials Terminal Facility East Access Control Project, West Bulk Materials Terminal Road Project, Rincon West Storage Area Project, Rincon B Rail Improvements Project, Bulk Terminal Paving Improvements Project, and Bulk Terminal Public Storage Pads Repair and Improvements Project (2014).

The PCCA negotiated two service orders with FNI for the separate phases of this project, as detailed below:

1. **Phase A – Level-up and Regrading of Storage Pads ($441,988.50):** FNI will provide professional engineering design services including preliminary and final design, development of bid documents such as construction plans and specifications, as well as opinion of probable construction costs for the Phase A bid set for the rehabilitation of the 10-acre former Citgo pet-coke pad and the 7-acre former Flint Hills pet-coke pad. The scope of work also includes reviewing existing geotechnical investigations and record drawings, performing a new geotechnical investigation and report, obtaining new topographic surveys, determining properties, limits, and volumes of fill material, evaluating drainage conveyances and developing associated grading plan as well as bid and construction services. These services will amount to $441,988.50 for Service Order No. 1.

2. **Phase B – Pavement Repairs, Bridge Assessment, and Rail Bypass ($452,605.50):** FNI will provide professional engineering investigation and design services including preliminary and final design as well as the development of bid documents, such as construction plans and specifications for the Phase B bid set. The Phase B bid set would include rehabilitation of the concrete roadway, CB-4 rail

unloading pad, under-roadway conveyor structure, as well as a new rail turnout across the public pads to the rail unloading facility. The under-roadway conveyor structure will also involve a preliminary design report investigative phase to define final design requirements. FNI will also review existing geotechnical investigations and record drawings, perform a new geotechnical investigation and report, obtain new topographic surveys, provide guidance on project approach and construction phasing to minimize disruptions to on-going terminal operations, and provide bid and construction services. These services will amount to $452,605.50 for Service Order No. 2.

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: Phase A of this project was put on hold last year and was not included in this year's budget. Instead, there is an allocation of $500,000 in 2026 and $2,000,000 in 2027. Phase B is an unbudgeted project; however, staff is pursuing construction reimbursement through a potential grant opportunity with TxDOT. Service Order No. 1 and No. 2 combined together equal a total of $894,594.

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

DEPARTMENTAL CLEARANCES:

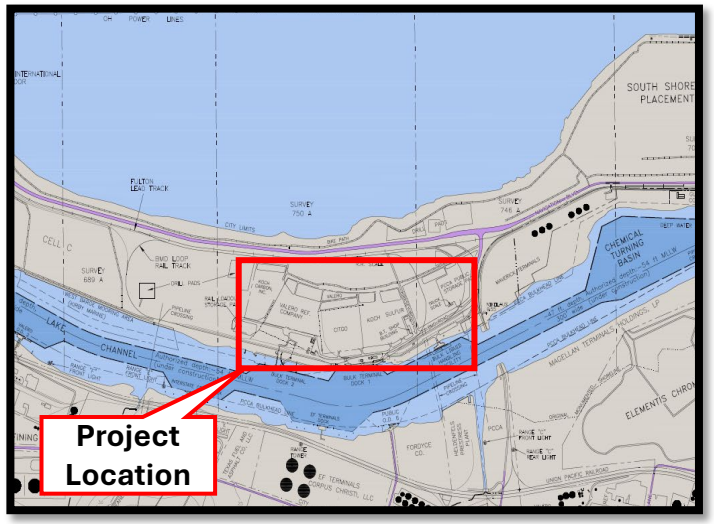
Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Sonya Lopez-Sosa
	Jacob Morales
	Amelie Arvin
Legal	Standard Master Services Agreement and Service Order
Executive Staff	Kyle Hogan
	Kent Britton

LIST OF SUPPORTING DOCUMENTS:

Exhibit
Master Services Agreement No. 25-07
Service Order No. 1
Service Order No. 2

BMT Upland Improvements Project

Project Location





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BMT Upland Improvements Project

Phase A - Level-up and Regrading of Storage Pads

Project Overview

- Rehabilitation of 17-acres of storage pads
- Expedited design schedule
- Geotechnical
- Topographic survey
- Bid and construction services

Action Item

- Approval of a Service Order with Freese and Nichols, Inc. in the amount of $441,988.50 for engineering design services.



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BMT Upland Improvements Project

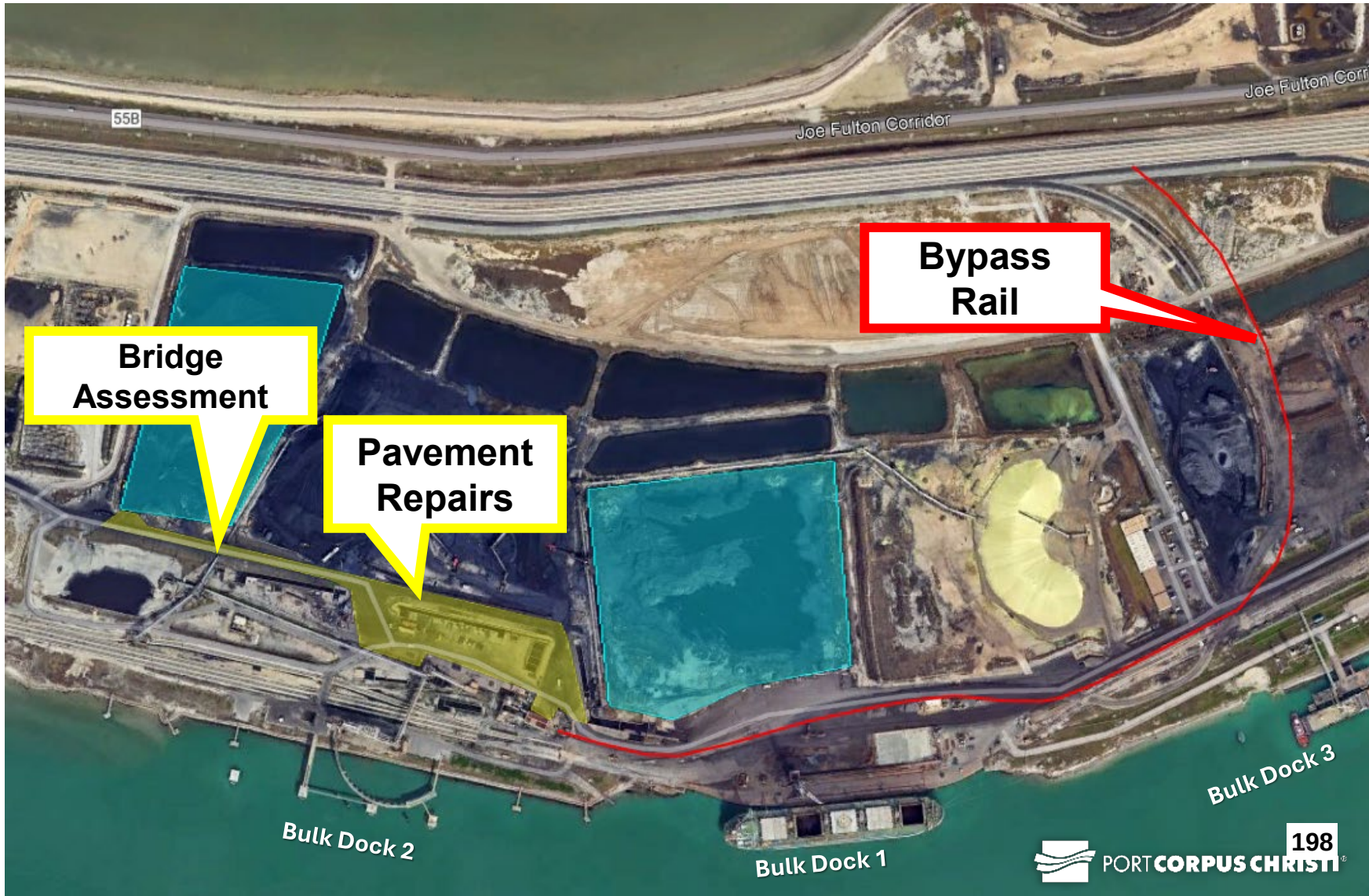
Phase B - Pavement Repairs, Bridge Assessment, and Rail Bypass

Project Overview

- Rail bypass, pavement repairs and bridge assessment
- Assessment of pavement and bridge and recommendations of repairs
- Geotechnical
- Topographic survey
- Bid and construction services

Action Item

- Approval of a Service Order with Freese and Nichols, Inc. in the amount of $452,605.50 for engineering design services.



PORT CORPUS CHRISTI

SERVICE ORDER
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 25-07

PROJECT NAME: Bulk Materials Terminal Upland Improvements – Phase A
PROJECT NO. 24-027A
SERVICE ORDER NO. 1
COMMENCEMENT DATE: April 22, 2025

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and Freese and Nichols, Inc. ("**Engineer**"). PCCA and Engineer agree that all of the Services authorized by this Service Order shall be subject to the terms and conditions of PCCA's Master Services Agreement No. **25-07** between PCCA and Engineer, as amended ("**Agreement**"). Upon execution of this Service Order, the Agreement shall be incorporated into and be considered part of this Service Order as if set forth herein in its entirety. Any capitalized terms in this Service Order that are not defined herein shall have the meanings given to them in the Agreement. If there is any inconsistency between the terms of this Service Order and the terms of the Agreement, the terms of this Service Order will control.

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

1. Description of Project:

This Project generally includes improvements to the upland areas of the Bulk Materials Terminal. For scheduling and construction purposes the design, bidding, and construction will be separated into two phases as follows:

- Phase A: Fill and Grading
- Phase B: Pavement Repairs and Rail Bypass

Service Order No. 2 under this Agreement will cover aspects of Phase B separately.

2. Services of Engineer (Scope of Services)

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

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

C. Engineering-based documents submitted under this Service Order shall include the responsible Engineer's identification and release note on documents submitted for interim review and the Engineer's seal on final documents. This includes bound or

unbound engineering-based reports, studies, master plans, design basis, criteria, and calculations, quantity estimates, cost opinions, drawings, technical specifications, addendums, change orders, and any other engineering-based document on which the PCCA will rely on for significant decisions, planning, and/or construction. If there is more than one responsible engineer, the respective responsibilities must be noted accordingly.

3. PCCA's Responsibilities

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

4. Service Order Schedule

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

Schedule for Phase A – Fill & Grade		
ACTION	**ALLOTTED CAL. DAYS**	**DUE ON OR BEFORE**
PCCA Commencement Date	-	4/22/2025
• **Engineer - 45% Design Submittal**	**50**	**6/11/2025**
PCCA Team Review	14	6/25/2025
• **Engineer - 90% Design Submittal**	**40**	**8/4/2025**
PCCA Team Review	14	8/18/2025
• **Engineer - Unsealed Design Documents to PCCA PM**	**21**	**9/8/2025**
PCCA Project Manager Review	7	9/15/2025
• **Engineer - Final Sealed Documents Submittal**	**7**	**9/22/2025**

This Service Order will expire on January 31, 2027.

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

5. Method of Compensation

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

The Ceiling Price for this Service Order is $441,988.50.

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

SERVICE	NOT TO EXCEED

	AMOUNT
BASIC SERVICES:	**Phase A**
Preliminary Design Phase	$ -
Final Design Phase	$258,011.00
Bid Phase	$ 15,881.00
Construction Phase	$ 27,344.00
Subtotal, Basic Services	**$301,236.00**
Topographic Survey	$ 46,095.00
Geotechnical Report	$ 94,657.50
Subtotal, Support Services	**$140,752.50**
Basic Services Fee	$301,236.00
Support Services Fee	$140,752.50
Allowance for add'l services *(PCCA's authorization only)*	$ -
TOTAL CONTRACT NOT TO EXCEED FEE AMOUNT	**$441,988.50**

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

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

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

8. **Insurance Requirements:**

   Engineer shall maintain the insurance coverage described in Article 11 of the Agreement for as long as Engineer is providing services under this Service Order.

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

   Exhibit A – Engineer's Services for Service Order

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

11. **Terms and Conditions**

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

[Signature page follows this page]

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

PCCA:

Port of Corpus Christi Authority of Nueces County, Texas

By: _____

Name: Kent Britton

Title: Chief Executive Officer

Date Signed: _____

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

Engineer:

Freese and Nichols, Inc.

By: _____

Name: Ron Guzman, P.E.

Title: Vice President/Principal

Date Signed: _____

Address for giving notice:
800 N. Shoreline Boulevard, Suite 1600N
Corpus Christi, Texas 78401

PCCA's Designated Representative:

Natasha Fudge, P.E.

Title: Director of Engineering Services

Phone Number: (361) 885-6686

Email: Natasha@pocca.com

Engineer's Designated Representative:

Ron Guzman, P.E.

Title: Vice President/Principal

Phone Number: (361) 561-6520

Email: rg@freese.com

PCCA's Project Manager:

Amelie Arvin, EIT

Title: Project Engineer

Phone Number: (361) 885-6650

Email: aarvin@pocca.com

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

EXHIBIT A
ENGINEER'S SERVICES FOR SERVICE ORDER

This Project generally includes improvements to the upland areas of the Bulk Materials Terminal. For scheduling and construction purposes the design, bidding, and construction will be separated into two phases as follows:

- Phase A: Fill and Grading
- Phase B: Pavement Repairs and Rail Bypass

The Engineer's scope of services for Phase A are described below. Phase B will be included in Service Order No. 2.

PHASE A: FILL AND GRADING

PART 1 - BASIC

A1.01 Preliminary Design Phase

Not Included in Phase A

A1.02 Final Design Phase

A. Engineer shall:

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

2. Engineer will proceed with the evaluation of existing geotechnical and topographic conditions of the 10-acre and 7-acre sites in relation to the proposed condition.

3. Visit the Site as needed to review existing conditions and facilities, to assist in preparing the final Drawings and Specifications, and to take photos of existing conditions.

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

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

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

applicable, contact utility and pipeline owners to obtain available information. Advise PCCA if additional investigations, studies, tests, professional services, reports, data, information, or other services are necessary to support final design. If applicable, assist PCCA in obtaining such reports, data, information, or services. Include the scope recommendations as appropriate for additional:

a. geotechnical investigations

b. topographical surveys

c. utility mapping

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

8. 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.

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

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

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

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

files shall be provided with the final sealed submittal, with the completed Record Drawings, and at any other time during the Final Design Phase upon request from PCCA.

13. Prepare and assemble 45% Design and applicable bidding documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. Although all details and cross references may not be complete, the 45% submittal shall clearly reflect the essential existing and proposed project elements and design intent and shall identify any significant outstanding or remaining issues that need to be resolved. Provide Engineer recommendations as appropriate. The drawings should include volumetric cross sections along with approximate cut/fill volumes for each cross section. Submit electronic files of the 45% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Provide 3 hard copies of the submittal documents along with the electronic files. Deliverables for the 45% Design Submittal include:

    a. Completed Submittal Package Transmittal Form to document the deliverables contained in the 45% submittal.

    b. Completed Consultant Design Submittal Summary Form.

    c. 45% OPCC in the format of the anticipated Bid Breakdown (PDF).

    d. 45% Drawings for interim review (PDF) with related CAD files. Flatten and size PDF for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

    e. Basis of Design, Summary of Design Criteria, and/or Summary of Calculations (as applicable to the scope and 45% 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).

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

15. Prepare and assemble 90% Design and bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. The 90% submittal shall be essentially complete with the exception of minor, identifiable remaining items. If there are any remaining outstanding issues that need resolution, they must be clearly

summarized. Provide Engineer recommendations as appropriate. Engineer shall provide written responses to the PCCA comments and questions from the previous submittal review and shall confirm in writing that the comments and questions have been addressed or resolved in the 90% submittal. Submit electronic files of the 90% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Provide 3 hard copies of the submittal documents along with the electronic files. Deliverables for the 90% Design Submittal include:

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

b. Completed Consultant Design Submittal Summary Form.

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

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

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

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

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

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

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

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

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

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

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

    b. Completed Consultant Design Submittal Summary form.

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

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

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

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

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

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

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

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

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

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

A1.03 Bidding or Proposal Negotiating Phase

A. Upon request by PCCA, Engineer shall provide up to 63 engineering service hours toward the following Bidding or Proposal Negotiating Phase services. These service hours are not to be invoiced except for services which are specifically requested. If requested by PCCA (and within the service hour limit), Engineer shall:

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

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

3. Assist PCCA in evaluating bids or proposals.

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

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

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

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

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

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

A1.04 Construction Phase

A. To support general construction administration (not to be interpreted as Project Representative), upon request by PCCA the Engineer shall provide up to 98 engineering service hours toward the following Construction Phase services. These service hours are not to be invoiced except for services which are specifically requested. If requested by PCCA (and within the service hour limit), Engineer shall:

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

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

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

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

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

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

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

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

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

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

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

10. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain

information, and prepare findings, conclusions, and recommendations for PCCA's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

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

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

13. Inspections and Tests:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART 2 – SUPPORT SERVICES

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

A. Support Services for this Contract include:

1. Topographic Survey: Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes.

    a. Approximately 20 acres will be surveyed to support Phase A, to include the 10 acre site and surrounding grades, as well as the 7 acre site and surrounding grades.

    b. The Topographic Survey shall be sealed by a Registered Professional Land Surveyor (RPLS) licensed in the State of Texas and shall comply with acceptable standards established in the most current edition of the Texas Society of Professional Surveyors (TSPS) Manual of Practice.

    c. Survey data shall be in ASCII Format PNEZD and shall utilize Texas State Plane Grid Coordinate System, Texas South Zone NAD '83 in U.S. feet for horizontal datum and NAVD '88 vertical datum landside. Geodetic (Surface) coordinates are not acceptable. Datum shall be tied to a permanent benchmark in the PCCA database.

    d. Unless otherwise approved, vertical datum for features in or over water shall use Mean Lower Low Water (MLLW) based on NOAA datum from Station 8775296 USS Lexington, or closest available Station. The applicable reference datum and correlation of MLLW to NAVD '88 must be stated.

    e. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by PCCA pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," Levels B-D. Provide a recommendation for any specific Level A utility investigation(s) needed during the Design Phase to locate underground utilities or features which may significantly impact the proposed design and/or construction and which cannot otherwise be reasonably located by Level B-D investigation.

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

    g. The sealed Survey shall be performed in conjunction with the 45% Design Phase and included in the deliverables for the 45% Design Phase.

2. Geotechnical Report: Provide a sealed Geotechnical Report based on Engineer's

recommended geotechnical investigations and geotechnical recommendations needed for design and/or construction. The Geotechnical Report shall:

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

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

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

d. The sealed Geotechnical Report shall be provided with the deliverables in the 45% Design Phase.

SERVICE ORDER
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 25-07

PROJECT NAME: Bulk Materials Terminal Upland Improvements – Phase B
PROJECT NO. 24-027B
SERVICE ORDER NO. 2
COMMENCEMENT DATE: April 22, 2025

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and Freese and Nichols, Inc. ("**Engineer**"). PCCA and Engineer agree that all of the Services authorized by this Service Order shall be subject to the terms and conditions of PCCA's Master Services Agreement No. **25-07** between PCCA and Engineer, as amended ("**Agreement**"). Upon execution of this Service Order, the Agreement shall be incorporated into and be considered part of this Service Order as if set forth herein in its entirety. Any capitalized terms in this Service Order that are not defined herein shall have the meanings given to them in the Agreement. If there is any inconsistency between the terms of this Service Order and the terms of the Agreement, the terms of this Service Order will control.

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

1. Description of Project:

This Project generally includes improvements to the upland areas of the Bulk Materials Terminal. For scheduling and construction purposes the design, bidding, and construction will be separated into two phases as follows:

- Phase A: Fill and Grading
- Phase B: Pavement Repairs and Rail Bypass

Service Order No. 1 under this Agreement will cover aspects of Phase A separately.

2. Services of Engineer (Scope of Services)

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

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

C. Engineering-based documents submitted under this Service Order shall include the responsible Engineer's identification and release note on documents submitted for interim review and the Engineer's seal on final documents. This includes bound or

unbound engineering-based reports, studies, master plans, design basis, criteria, and calculations, quantity estimates, cost opinions, drawings, technical specifications, addendums, change orders, and any other engineering-based document on which the PCCA will rely on for significant decisions, planning, and/or construction. If there is more than one responsible engineer, the respective responsibilities must be noted accordingly.

3. PCCA's Responsibilities

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

4. Service Order Schedule

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

Schedule for Phase B – Paving & Rail		
ACTION	**ALLOTTED CAL. DAYS**	**DUE ON OR BEFORE**
PCCA Commencement Date	-	4/22/2025
• **Engineer - Preliminary Design Submittal**	**30**	**5/22/2025**
PCCA Team Review	21	6/12/2025
• **Engineer - 60% Design Submittal**	**60**	**8/11/2025**
PCCA Team Review	21	9/1/2025
• **Engineer - 90% Design Submittal**	**30**	**10/1/2025**
PCCA Team Review	21	10/22/2025
• **Engineer - Unsealed Design Documents to PCCA PM**	**14**	**11/5/2025**
PCCA Project Manager Review	10	11/15/2025
• **Engineer - Final Sealed Documents Submittal**	**7**	**11/22/2025**

This Service Order will expire on January 31, 2027.

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

5. Method of Compensation

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

The Ceiling Price for this Service Order is $452,605.50.

The estimated amount of compensation payable for each category of services rendered under

this Service Order is as follows:

SERVICE	NOT TO EXCEED AMOUNT
BASIC SERVICES:	**Phase B**
Preliminary Design Phase	$ 27,793.50
Final Design Phase	$372,184.00
Bid Phase	$ 16,166.00
Construction Phase	$ 36,462.00
Subtotal, Basic Services	**$452,605.50**
Topographic Survey	$ -
Geotechnical Report	$ -
Subtotal, Support Services	**$ -**
Basic Services Fee	$452,605.50
Support Services Fee	$ -
Allowance for add'l services *(PCCA's authorization only)*	$ -
TOTAL CONTRACT NOT TO EXCEED FEE AMOUNT	**$452,605.50**

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

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

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

8. **Insurance Requirements:**

Engineer shall maintain the insurance coverage described in Article 11 of the Agreement for as long as Engineer is providing services under this Service Order.

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

Exhibit A – Engineer's Services for Service Order

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

11. **Terms and Conditions**

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

[Signature page follows this page]

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

PCCA:

Port of Corpus Christi Authority of Nueces County, Texas

By: _____

Name: Kent Britton

Title: Chief Executive Officer

Date Signed: _____

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

Engineer:

Freese and Nichols, Inc.

By: _____

Name: Ron Guzman, P.E.

Title: Vice President/Principal

Date Signed: _____

Address for giving notice:
800 N. Shoreline Boulevard, Suite 1600N
Corpus Christi, Texas 78401

PCCA's Designated Representative:

Natasha Fudge, P.E.

Title: Director of Engineering Services

Phone Number: (361) 885-6686

Email: Natasha@pocca.com

Engineer's Designated Representative:

Ron Guzman, P.E.

Title: Vice President/Principal

Phone Number: (361) 561-6520

Email: rg@freese.com

PCCA's Project Manager:

Amelie Arvin, EIT

Title: Project Engineer

Phone Number: (361) 885-6650

Email: aarvin@pocca.com

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

This Project generally includes improvements to the upland areas of the Bulk Materials Terminal. For scheduling and construction purposes the design, bidding, and construction will be separated into two phases as follows:

- Phase A: Fill and Grading
- Phase B: Pavement Repairs and Rail Bypass

The Engineer's scope of services for Phase B are described below. Phase A will be included in Service Order No. 1.

PHASE B: PAVING, BRIDGE, & RAIL

PART 1 - BASIC SERVICES

A1.01 Preliminary Design Phase

Note: This Preliminary Design Phase is for investigation of the underground conveyor bridge structure only in order to study the deficiencies and report possible causes and possible solutions.

A. Engineer shall:

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

2. Engineer will identify up to 3 potential solution(s) and then proceed with the study and evaluation of these potential solution(s), with sole focus on the underground conveyor bridge structure and roadway above.

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

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

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

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

environmental assessment for the Specific Project.

7. Review available survey, geotechnical, environmental, permits, historical record drawings, utility records, FEMA maps, and other pertinent available data. When applicable, contact utility and pipeline owners to obtain available information. Advise PCCA if additional investigations, studies, tests, professional services, reports, data, information, or other services are necessary to support final design. If applicable, assist PCCA in obtaining such reports, data, information, or services. Include the scope recommendations as appropriate for additional:

   a. geotechnical investigations

   b. topographical surveys

   c. utility mapping

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

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

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

11. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by PCCA during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to PCCA's instructions.

12. Prepare a single PDF electronic file of the Preliminary Design Phase documents as described above in a bound Preliminary Design Report (the "***Report***") as requested

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

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

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

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

B. Engineer shall conduct an internal quality control review of all Preliminary Design Phase deliverables for reasonable accuracy, completeness, clarity, and constructability prior to submitting to PCCA for review. The Consultant's review shall be conducted by senior

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

C. Deliverables for the Preliminary Design Phase include:

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

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

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

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

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

A1.02 Final Design Phase

Note: This Final Design Phase is for the underground conveyor bridge structure, the concrete roadway rehabilitation, the new rail spur, and the CB-4 rail unloading pad pavement rehabilitation.

A. Engineer shall:

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

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

3. Provide technical criteria, written descriptions, and design data for PCCA's use in

filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist PCCA in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

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

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

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

7. Prepare and assemble 60% Design and applicable bidding documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. Although all details and cross references may not be complete, the 60% submittal shall clearly reflect the essential existing and proposed project elements and design intent and shall identify any significant outstanding or remaining issues that need to be resolved. Provide Engineer recommendations as appropriate. Submit electronic files of the 60% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Provide 3 hard copies of the submittal documents along with the electronic files. Deliverables for the 60% Design Submittal include:

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

b. Completed Consultant Design Submittal Summary Form.

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

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

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

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

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

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

9. Prepare and assemble 90% Design and bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. The 90% submittal shall be essentially complete with the exception of minor, identifiable remaining items. If there are any remaining outstanding issues that need resolution, they must be clearly summarized. Provide Engineer recommendations as appropriate. Engineer shall provide written responses to the PCCA comments and questions from the previous submittal review and shall confirm in writing that the comments and questions have been addressed or resolved in the 90% submittal. Submit electronic files of the 90% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Provide 3 hard copies of the submittal documents along with the electronic files. Deliverables for the 90% Design Submittal include:

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

   b. Completed Consultant Design Submittal Summary Form.

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

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

   e. Basis of Design, Summary of Design Criteria, and/or Summary of Calculations (as applicable to the scope - any required Basis of Design, Summary of Design

Criteria, and/or Summary of Design Calculations must be neatly organized into single PDF documents, sealed, and included with the 90% submittals if not previously sealed and submitted).

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

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

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

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

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

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

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

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

    b. Completed Consultant Design Submittal Summary form.

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

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

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

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

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

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

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

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

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

A1.03 Bidding or Proposal Negotiating Phase

A. Upon request by PCCA, Engineer shall provide up to 64 engineering service hours

toward the following Bidding or Proposal Negotiating Phase services. These service hours are not to be invoiced except for services which are specifically requested. If requested by PCCA (and within the service hour limit), Engineer shall:

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

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

3. Assist PCCA in evaluating bids or proposals.

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

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

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

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

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

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

A1.04 Construction Phase

A. To support general construction administration (not to be interpreted as Project Representative), upon request by PCCA the Engineer shall provide up to 130 engineering

service hours toward the following Construction Phase services. These service hours are not to be invoiced except for services which are specifically requested. If requested by PCCA (and within the service hour limit), Engineer shall:

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

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

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

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

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

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

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

any portion of the Work, in accordance with the Construction Contract Documents.

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

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

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

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

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

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

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

13. Inspections and Tests:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART 2 – SUPPORT SERVICES

Not Included in Phase B

DATE:	April 22, 2025
TO:	Port Commission
FROM:	Natasha Fudge, P.E. Director of Engineering Services
ANTICIPATED STAFF PRESENTER:	Amelie Arvin, EIT Project Engineer

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

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

BACKGROUND: The Port of Corpus Christi owns numerous roadways and parking areas that provide access to our port facilities. These paved areas require regular maintenance and repair in order to extend their useful life and maintain accessibility for customers. During the 2024 PCCA staff annual facility inspections, two areas were determined to be in need of roadway and pavement repairs, as detailed below.

- **Viola Basin Pavement Improvements:** The Viola Basin dock complex is a 10.3-acre site that serves Oil Docks 8, 9, 10, and 5, which are primarily used by Flint Hills and Plains Pipeline. The .5 mile of Vulcan-CC Polymer roadway serves as an access route between two major industrial facilities, Vulcan Materials and CC Polymers, and plays an essential role in facilitating the day-to-day operations of both facilities. In addition, with the roadway's proximity to key rail lines, the roadway is frequently used to access rail infrastructure, conduct maintenance activities, and facilitate the loading and unloading of goods.

- **Avery Point Pavement Improvements:** The Avery Point dock complex is a 14-acre site comprised of Oil Docks 3, 4, 7, and 11, which are integral to the operations of several key stakeholders in the energy sector, including Valero, Citgo, NuStar, and Magellan.

The primary issues observed in these areas include widespread alligator cracking, which indicates that the pavement has exceeded its fatigue limit and is experiencing structural failure. Additionally, longitudinal cracking, running parallel to the pavement's centerline, is prevalent throughout the areas. Further compounding the issue are multiple areas where pavement depth and surface failures have occurred. These failures manifest as potholes, depressions, and other surface deformities, which not only impact the usability and safety of the pavement but also pose a risk to the heavy machinery and vehicles that frequent the docks. These failures can escalate if left unaddressed, leading to more extensive and costly repairs in the future.

Staff solicited a Request for Qualifications for engineering services for various projects in 2024, including civil / sitework for roadways, parking areas, and laydown yards, such as these projects. A PCCA evaluation group selected Hanson Professional Services, Inc. (Hanson) as the most qualified firm for these projects.

Hanson has worked with the PCCA on similar projects in the past, such as the 2017 Roadway and Parking Lot Repairs Project. As Naismith Engineering, Inc., they also completed the Suntide DMPA Drainage Ditch Relocation Project, the New Public Pad at the Former Hailey Site Project, and the Reconstruction of Navigation Boulevard between Cargo Dock 9 and the Fulton Corridor Project.

Hanson will provide engineering services for both project areas, such as preliminary and final design phase services, bid phase services, and construction phase services, as well as surveying and a bridge assessment, and geotechnical investigation. Detailed services include pavement inspection and assessment, field work and detailed analysis to evaluate and assess the existing pavement conditions, development of a technical report with findings and recommendations on which segments of paved areas to improve and to what extent, as well as geotechnical investigations to understand the existing and subsurface pavement structure, opinion of probable construction cost, and a bridge assessment between Oil Dock 7 and 11. Based on the technical report findings, Hanson will generate two design and construction packages based on the two different project areas.

For the Viola area, Service Order No. 1 services are not to exceed $225,639.50. For the Avery Point area, Service Order No. 2 services are not to exceed $154,360.50. The combined amount for both Service Orders and locations is $380,000. In each Service Order, a $21,174.50 allowance has been included in the overall price for unknown site changes that are likely to be encountered with the vast amount of buried pipelines in the project areas and impacts from external stakeholder planned improvements in the proposed project sites.

ALTERNATIVES: None.

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

EMERGENCY: No.

FINANCIAL IMPACT: These projects are included in this year's capital budget with a combined allocation of $450,000 in 2025. Combined, Service Order No. 1 and 2 equal a total of $380,000.

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

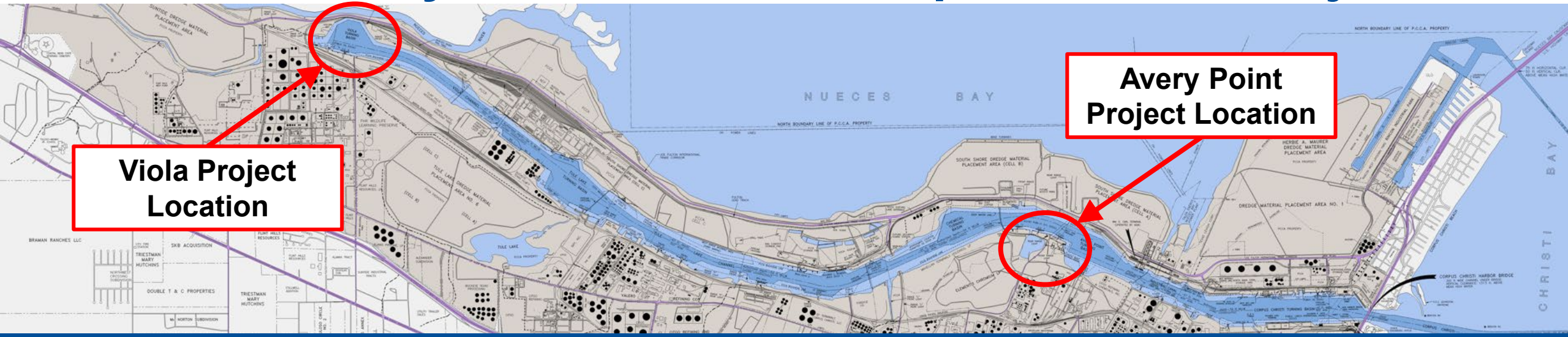
DEPARTMENTAL CLEARANCES:

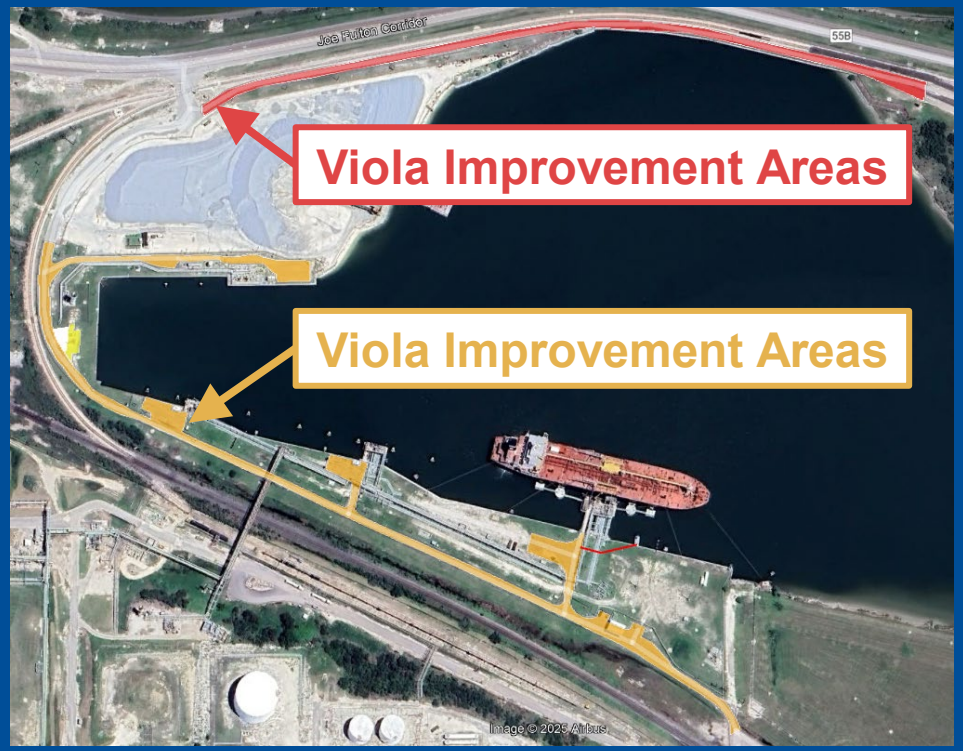
Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Sonya Lopez-Sosa
	Jacob Morales
	Amelie Arvin
Legal	Standard Master Services Agreement and Service Order
Executive Staff	Kyle Hogan
	Kent Britton

LIST OF SUPPORTING DOCUMENTS:

Exhibit
Master Services Agreement No. 25-02
Service Order No. 1
Service Order No. 2

Viola & Avery Point Pavement Improvements Projects







Viola & Avery Point Pavement Improvements Projects

Current Conditions (Based on 2024 Annual Inspection)



Avery Point Example



Viola Example: Suntide Road



Viola Example: Oil Dock 9 Parking Lot



Viola Example:
Vulcan – CC Polymers Road

SERVICE ORDER
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 25-02

PROJECT NAME: Viola Pavement Improvements
PROJECT NO. 25-035A
SERVICE ORDER NO. 1
COMMENCEMENT DATE: April 22, 2025

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and Hanson Professional Services Inc. ("**Engineer**"). PCCA and Engineer agree that all of the Services authorized by this Service Order shall be subject to the terms and conditions of PCCA's Master Services Agreement No. **25-02** between PCCA and Engineer, as amended ("**Agreement**"). Upon execution of this Service Order, the Agreement shall be incorporated into and be considered part of this Service Order as if set forth herein in its entirety. Any capitalized terms in this Service Order that are not defined herein shall have the meanings given to them in the Agreement. If there is any inconsistency between the terms of this Service Order and the terms of the Agreement, the terms of this Service Order will control.

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

1. Description of Project:

This Project generally includes paving improvements to entry areas, access roads, and parking lots, with related drainage and infrastructure improvements, in the vicinity of the Viola Basin.

2. Services of Engineer (Scope of Services)

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

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

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

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

3. PCCA's Responsibilities

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

4. Service Order Schedule

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

Service Order Schedule		
ACTION	**ALLOTTED CAL. DAYS**	**DUE ON OR BEFORE**
PCCA Commencement Date	-	4/22/2025
• **Engineer - Preliminary Design Submittal**	**60**	**6/21/2025**
PCCA Team Review	21	7/12/2025
• **Engineer - 60% Design Submittal**	**45**	**8/26/2025**
PCCA Team Review	21	9/16/2025
• **Engineer - 90% Design Submittal**	**30**	**10/1620/25**
PCCA Team Review	21	11/6/2025
• **Engineer - Unsealed Design Documents to PCCA PM**	**14**	**11/20/2025**
PCCA Project Manager Review	10	11/30/2025
• **Engineer - Final Sealed Documents Submittal**	**7**	**12/7/2025**

This Service Order will expire on July 31, 2027.

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

5. Method of Compensation

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

The Ceiling Price for this Service Order is $225,639.50.

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

SERVICE	NOT TO EXCEED AMOUNT
BASIC SERVICES:	
Preliminary Design Phase	$ 38,784.00
Final Design Phase	$ 95,439.00
Bid Phase	$ 3,168.00
Construction Phase	$ 7,194.00
Subtotal, Basic Services	**$144,585.00**
Topographic Survey	$ 38,880.00
Geotechnical Report	$ 21,000.00
Subtotal, Support Services	**$ 59,880.00**
Basic Services Fee	**$144,585.00**
Support Services Fee	**$ 59,880.00**
Allowance for add'l services *(PCCA's authorization only)*	**$ 21,174.50**
TOTAL CONTRACT NOT TO EXCEED FEE AMOUNT	**$225,639.50**

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

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

   Terracon Consultants, Inc. – Geotechnical Report

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

8. **Insurance Requirements:** Engineer shall maintain the insurance coverage described in Article 11 of the Agreement for as long as Engineer is providing services under this Service Order.

9. **Exhibits or Attachments to this Service Order:** Exhibit A – Engineer's Services for Service Order

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

11. **Terms and Conditions**

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

[Signature page follows this page]

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

PCCA:

Port of Corpus Christi Authority of Nueces County, Texas

By: _____

Name: Kent Britton

Title: Chief Executive Officer

Date Signed: _____

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

PCCA's Designated Representative:

Natasha Fudge, P.E.

Title: Director of Engineering Services

Phone Number: (361) 885-6686

Email: Natasha@pocca.com

PCCA's Project Manager:

Amelie Arvin

Title: Project Engineer

Phone Number: (361) 885-6650

Email: aarvin@pocca.com

Engineer:

Hanson Professional Services Inc.

By: _____

Name: Shelby A Swango, P.E.

Title: Senior Vice President & Infrastructure Market Principal

Date Signed: _____

Address for giving notice:
4501 Gollihar Road
Corpus Christi, TX 78411

Engineer's Designated Representative:

Anna M. Aldridge, P.E.

Title: Vice President/Senior Project Manager

Phone Number: (361) 814-9900 ext. 1322

Email: AAldridge@hanson-inc.com

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

EXHIBIT A
ENGINEER'S SERVICES FOR SERVICE ORDER

PART 1 - BASIC SERVICES

A1.01 Preliminary Design Phase

A. Engineer shall:

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

2. Engineer will proceed with the study and evaluation of:

   a. Pavement investigation and assessment of the entry areas, access roads and parking lots is proposed as part of the scope of services. The investigation will include a visual condition assessment of the pavement, review of applicable available data, drawings, and previous investigations to better understand the existing conditions and subsurface pavement structure.

   b. A geotechnical investigation with a combination of shallow borings, cores, and laboratory testing will be performed to better understand the existing conditions and subsurface pavement structure and appropriate soil treatments, if necessary.

   c. It is assumed that a number of different pavement repairs will be needed throughout the different sites. A pavement repair/rehabilitation design, including identifying appropriate repair solutions, depths, treatments, and locations will be prepared in a preliminary engineering report (PER).

3. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, and to take photos of existing conditions.

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

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

6. Review available survey, geotechnical, environmental, permits, historical record drawings, utility records, FEMA maps, and other pertinent available data. When applicable, contact utility and pipeline owners to obtain available information. Advise PCCA if additional investigations, studies, tests, professional services, reports, data, information, or other services are necessary to support final design. If applicable, assist PCCA in obtaining such reports, data, information, or services.

Include the scope recommendations as appropriate for additional:

a. geotechnical investigations – A geotechnical investigation of the proposed entry areas, access roads and parking lots is proposed as part of the scope of services. Along with the typical shallow borings and pavement cores, we have proposed some Ground Penetrating Radar along the Vulcan-CC Polymers Roadway adjacent to the bulkhead at the Viola Turning Basin.

b. topographical surveys – A topographic survey of the proposed entry areas, access roads and parking lots is proposed as part of the scope of services.

c. utility mapping - Utilizing the existing utility information provided by PCCA, request an 811 utility locate to identify any other utilities that are marked, and include all identified surface markers and aboveground utilities. The information will be provided within an AutoCAD format to the PCCA. Engineer will not provide any SUE or other further subsurface investigation.

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

8. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by PCCA during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to PCCA's instructions.

9. Prepare a single PDF electronic file of the Preliminary Design Phase documents as described above in a bound Preliminary Design Report (the "***Report***") as requested by PCCA for interim review. Each section of the Report PDF shall be bookmarked. The bound Report will, as appropriate, include a Cover with the PCCA project name and number and the Engineer and Firm identification, a Table of Contents, a brief 1-3 page Executive Summary, the appropriate report narrative with exhibits and photos to clearly indicate the agreed-to scope and objective(s), requirements, considerations involved, and Engineer's recommended solution(s) and alternative(s) when applicable. If available, the topographic survey and geotechnical report and other

preliminary phase reports should be included in the Report Appendix. For each recommended solution or alternative option, Engineer will provide a separately itemized Opinion of Probable Construction Cost (OPCC), and when applicable, opinion of other significant probable costs related to construction of the project that need to be considered for budgeting, such as anticipated right of way acquisition, third party provider charges for electrical service items such as transformers, costs of third party utility relocations, permitting, etc., with a tabulation of other items and services required to complete the project. The OPCC should generally follow the guidance of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice (RP) 17R-97 with an estimated contingency percentage appropriate to the preliminary or 30% design Class 3 OPCC.

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

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

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

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

C. Deliverables for the Preliminary Design Phase include:

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

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

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

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

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

A1.02 Final Design Phase

A. Engineer shall:

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

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

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

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

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

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

7. Prepare and assemble 60% Design and applicable bidding documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. Although all details and cross references may not be complete, the 60% submittal shall clearly reflect the essential existing and proposed project elements and design intent and shall identify any significant outstanding or remaining issues that need to be resolved. Provide Engineer recommendations as appropriate. Submit electronic files of the 60% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Provide 3 hard copies of the submittal documents along with the electronic files. Deliverables for the 60% Design Submittal include:

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

    b. Completed Consultant Design Submittal Summary Form.

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

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

    e. Basis of Design, Summary of Design Criteria, and/or Summary of Calculations (as applicable to the scope and 60% design development; neatly organized and

compiled into PDF documents and sealed at the applicable stage of design).

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

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

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

   a. Prepare and assemble 90% Design and bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. The 90% submittal shall be essentially complete with the exception of minor, identifiable remaining items. If there are any remaining outstanding issues that need resolution, they must be clearly summarized. Provide Engineer recommendations as appropriate. Engineer shall provide written responses to the PCCA comments and questions from the previous submittal review and shall confirm in writing that the comments and questions have been addressed or resolved in the 90% submittal. Submit electronic files of the 90% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Provide 3 hard copies of the submittal documents along with the electronic files. Deliverables for the 90% Design Submittal include: Completed Design Submittal Package Transmittal Form to document the deliverables contained in the 90% submittal.

   b. Completed Consultant Design Submittal Summary Form.

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

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

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

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

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

previously submitted).

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

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

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

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

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

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

    b. Completed Consultant Design Submittal Summary form.

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

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

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

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

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

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

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

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

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

A1.03 Bidding or Proposal Negotiating Phase

A. Upon request by PCCA, Engineer shall provide up to 20 engineering service hours toward the following Bidding or Proposal Negotiating Phase services. These service hours are not to be invoiced except for services which are specifically requested. If requested by PCCA (and within the service hour limit), Engineer shall:

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

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

3. Assist PCCA in evaluating bids or proposals.

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

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

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

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

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

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

A1.04 Construction Phase

A. To support general construction administration (not to be interpreted as Project Representative), upon request by PCCA the Engineer shall provide up to 45 engineering service hours toward the following Construction Phase services. These service hours are not to be invoiced except for services which are specifically requested. If requested by PCCA (and within the service hour limit), Engineer shall:

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

2. Pre-Construction Conference: Participate in a pre-construction conference prior to

commencement of Work at the Site.

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

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

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

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

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

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

Work as provided in the Construction Contract Documents.

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

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

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

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

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

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

13. Inspections and Tests:

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

Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

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

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

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

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

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

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

D. Record Drawings: Prepare Record Drawings from Contractor's as-built records (Contractor's red-line markups) and furnish the digital Record Drawings to PCCA in PDF and with bound AutoCAD files (Civil 3D required for Civil discipline) to match the PDF within 30 calendar days of receipt of Contractor's as-builts. Supplement Record

Drawings with information regarding the completed Project, site, and immediate adjacent areas if obtained by Engineer from field observations, PCCA, utility companies, and other reliable sources. The Record Drawings shall:

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

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

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

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

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

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

PART 2 – SUPPORT SERVICES

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

A. Support Services for this Contract include:

1. Topographic Survey: Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes.

   a. The topographic survey will include three main areas: Avery Point, Viola, and the Vulcan-CC Polymers entry drives, access areas, and parking areas. The limits of the improvements and topographical survey were provided by the POCCA staff. Included with the topographic survey will be the identification and/or placement of project control points.

   b. The Topographic Survey shall be sealed by a Registered Professional Land Surveyor (RPLS) licensed in the State of Texas and shall comply with acceptable standards established in the most current edition of the Texas Society of Professional Surveyors (TSPS) Manual of Practice.

   c. Survey data shall be in ASCII Format PNEZD and shall utilize Texas State Plane Grid Coordinate System, Texas South Zone NAD '83 in U.S. feet for horizontal datum and NAVD '88 vertical datum landside. Geodetic (Surface) coordinates are not acceptable. Datum shall be tied to a permanent benchmark in the PCCA database.

   d. Unless otherwise approved, vertical datum for features in or over water shall use Mean Lower Low Water (MLLW) based on NOAA datum from Station 8775296 USS Lexington, or closest available Station. The applicable reference datum and

correlation of MLLW to NAVD ’88 must be stated.

e. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by PCCA pursuant to advice from Engineer based on ASCE 38, “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data,” Levels B-D. Provide a recommendation for any specific Level A utility investigation(s) needed during the Design Phase to locate underground utilities or features which may significantly impact the proposed design and/or construction and which cannot otherwise be reasonably located by Level B-D investigation.

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

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

2. Geotechnical Report: Provide a sealed Geotechnical Report based on Engineer’s recommended geotechnical investigations and geotechnical recommendations needed for design and/or construction. The Geotechnical Report shall:

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

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

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

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

SERVICE ORDER
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 25-02

PROJECT NAME: Avery Point Pavement Improvements
PROJECT NO. 25-036A
SERVICE ORDER NO. 2
COMMENCEMENT DATE: April 22, 2025

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and Hanson Professional Services Inc. ("**Engineer**"). PCCA and Engineer agree that all of the Services authorized by this Service Order shall be subject to the terms and conditions of PCCA's Master Services Agreement No. **25-02** between PCCA and Engineer, as amended ("**Agreement**"). Upon execution of this Service Order, the Agreement shall be incorporated into and be considered part of this Service Order as if set forth herein in its entirety. Any capitalized terms in this Service Order that are not defined herein shall have the meanings given to them in the Agreement. If there is any inconsistency between the terms of this Service Order and the terms of the Agreement, the terms of this Service Order will control.

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

1. Description of Project:

This Project generally includes paving improvements to entry areas, access roads, and parking lots, with related drainage and infrastructure improvements, in the vicinity of Avery Point.

2. Services of Engineer (Scope of Services)

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

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

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

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

3. PCCA's Responsibilities

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

4. Service Order Schedule

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

Service Order Schedule		
ACTION	**ALLOTTED CAL. DAYS**	**DUE ON OR BEFORE**
PCCA Commencement Date	-	4/22/2025
• **Engineer - Preliminary Design Submittal**	**60**	**6/21/2025**
PCCA Team Review	21	7/12/2025
• **Engineer - 60% Design Submittal**	**45**	**8/26/2025**
PCCA Team Review	21	9/16/2025
• **Engineer - 90% Design Submittal**	**30**	**10/1620/25**
PCCA Team Review	21	11/6/2025
• **Engineer - Unsealed Design Documents to PCCA PM**	**14**	**11/20/2025**
PCCA Project Manager Review	10	11/30/2025
• **Engineer - Final Sealed Documents Submittal**	**7**	**12/7/2025**

This Service Order will expire on July 31, 2027.

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

5. Method of Compensation

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

The Ceiling Price for this Service Order is $154,360.50.

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

SERVICE	NOT TO EXCEED AMOUNT
BASIC SERVICES:	
Preliminary Design Phase	$ 22,335.00
Final Design Phase	$ 62,037.00
Bid Phase	$ 3,168.00
Construction Phase	$ 7,194.00
Subtotal, Basic Services	**$ 94,734.00**
Topographic Survey	$ 19,822.00
Bridge Assessment	$ 13,630.00
Geotechnical Report	$ 5,000.00
Subtotal, Support Services	**$ 38,452.00**
Basic Services Fee	**$ 94,734.00**
Support Services Fee	**$ 38,452.00**
Allowance for add'l services *(PCCA's authorization only)*	**$ 21,174.50**
TOTAL CONTRACT NOT TO EXCEED FEE AMOUNT	**$154,360.50**

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

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

   Terracon Consultants, Inc. – Geotechnical Report

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

8. **Insurance Requirements:** Engineer shall maintain the insurance coverage described in Article 11 of the Agreement for as long as Engineer is providing services under this Service Order.

9. **Exhibits or Attachments to this Service Order:** Exhibit A – Engineer's Services for Service Order

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

11. **Terms and Conditions**

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

[Signature page follows this page]

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

PCCA:

Port of Corpus Christi Authority of Nueces County, Texas

By: _____

Name: Kent Britton

Title: Chief Executive Officer

Date Signed: _____

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

PCCA's Designated Representative:

Natasha Fudge, P.E.

Title: Director of Engineering Services

Phone Number: (361) 885-6686

Email: Natasha@pocca.com

PCCA's Project Manager:

Amelie Arvin

Title: Project Engineer

Phone Number: (361) 885-6650

Email: aarvin@pocca.com

Engineer:

Hanson Professional Services Inc.

By: _____

Name: Shelby A Swango, P.E.

Title: Senior Vice President & Infrastructure Market Principal

Date Signed: _____

Address for giving notice:
4501 Gollihar Road
Corpus Christi, TX 78411

Engineer's Designated Representative:

Anna M. Aldridge, P.E.

Title: Vice President/Senior Project Manager

Phone Number: (361) 814-9900 ext. 1322

Email: AAldridge@hanson-inc.com

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

EXHIBIT A
ENGINEER'S SERVICES FOR SERVICE ORDER

PART 1 - BASIC SERVICES

A1.01 Preliminary Design Phase

A. Engineer shall:

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

2. Engineer will proceed with the study and evaluation of:

   a. Pavement investigation and assessment of the entry areas, access roads and parking lots is proposed as part of the scope of services. The investigation will include a visual condition assessment of the pavement, review of applicable available data, drawings, and previous investigations to better understand the existing conditions and subsurface pavement structure.

   b. A geotechnical investigation with a combination of shallow borings, cores, and laboratory testing will be performed to better understand the existing conditions and subsurface pavement structure and appropriate soil treatments, if necessary.

   c. It is assumed that a number of different pavement repairs will be needed throughout the different sites. A pavement repair/rehabilitation design, including identifying appropriate repair solutions, depths, treatments, and locations will be prepared in a preliminary engineering report (PER).

3. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, and to take photos of existing conditions.

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

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

6. Review available survey, geotechnical, environmental, permits, historical record drawings, utility records, FEMA maps, and other pertinent available data. When applicable, contact utility and pipeline owners to obtain available information. Advise PCCA if additional investigations, studies, tests, professional services, reports, data, information, or other services are necessary to support final design. If applicable, assist PCCA in obtaining such reports, data, information, or services. Include the scope recommendations as appropriate for additional:

a. geotechnical investigations – A geotechnical investigation of the proposed entry areas, access roads and parking lots is proposed as part of the scope of services. Along with the typical shallow borings and pavement cores, we have proposed some Ground Penetrating Radar along the Vulcan-CC Polymers Roadway adjacent to the bulkhead at the Viola Turning Basin.

b. topographical surveys – A topographic survey of the proposed entry areas, access roads and parking lots is proposed as part of the scope of services.

c. utility mapping - Utilizing the existing utility information provided by PCCA, request an 811 utility locate to identify any other utilities that are marked, and include all identified surface markers and aboveground utilities. The information will be provided within an AutoCAD format to the PCCA. Engineer will not provide any SUE or other further subsurface investigation.

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

8. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by PCCA during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to PCCA's instructions.

9. Prepare a single PDF electronic file of the Preliminary Design Phase documents as described above in a bound Preliminary Design Report (the "***Report***") as requested by PCCA for interim review. Each section of the Report PDF shall be bookmarked. The bound Report will, as appropriate, include a Cover with the PCCA project name and number and the Engineer and Firm identification, a Table of Contents, a brief 1-3 page Executive Summary, the appropriate report narrative with exhibits and photos to clearly indicate the agreed-to scope and objective(s), requirements, considerations involved, and Engineer's recommended solution(s) and alternative(s) when applicable. If available, the topographic survey and geotechnical report and other preliminary phase reports should be included in the Report Appendix. For each recommended solution or alternative option, Engineer will provide a separately itemized Opinion of Probable Construction Cost (OPCC), and when applicable,

opinion of other significant probable costs related to construction of the project that need to be considered for budgeting, such as anticipated right of way acquisition, third party provider charges for electrical service items such as transformers, costs of third party utility relocations, permitting, etc., with a tabulation of other items and services required to complete the project. The OPCC should generally follow the guidance of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice (RP) 17R-97 with an estimated contingency percentage appropriate to the preliminary or 30% design Class 3 OPCC.

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

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

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

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

C. Deliverables for the Preliminary Design Phase include:

1. Completed Design Submittal Package Transmittal Form to document the

deliverables contained in the submittal.

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

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

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

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

A1.02 Final Design Phase

A. Engineer shall:

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

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

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

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

5. Assist PCCA in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which

bidders or other prospective contractors may rely.

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

7. Prepare and assemble 60% Design and applicable bidding documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. Although all details and cross references may not be complete, the 60% submittal shall clearly reflect the essential existing and proposed project elements and design intent and shall identify any significant outstanding or remaining issues that need to be resolved. Provide Engineer recommendations as appropriate. Submit electronic files of the 60% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Provide 3 hard copies of the submittal documents along with the electronic files. Deliverables for the 60% Design Submittal include:

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

    b. Completed Consultant Design Submittal Summary Form.

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

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

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

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

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

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

   a. Prepare and assemble 90% Design and bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. The 90% submittal shall be essentially complete with the exception of minor, identifiable remaining items. If there are any remaining outstanding issues that need resolution, they must be clearly summarized. Provide Engineer recommendations as appropriate. Engineer shall provide written responses to the PCCA comments and questions from the previous submittal review and shall confirm in writing that the comments and questions have been addressed or resolved in the 90% submittal. Submit electronic files of the 90% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Provide 3 hard copies of the submittal documents along with the electronic files. Deliverables for the 90% Design Submittal include: Completed Design Submittal Package Transmittal Form to document the deliverables contained in the 90% submittal.

   b. Completed Consultant Design Submittal Summary Form.

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

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

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

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

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

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

the 90% submittal and confirming that all comments have been addressed in the submittal or resolved with the PCCA Project Manager prior to the 90% submittal.

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

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

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

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

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

    b. Completed Consultant Design Submittal Summary form.

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

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

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

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

    g. Submittal log and product cut sheets. The submittal log shall reference the

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

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

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

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

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

A1.03 Bidding or Proposal Negotiating Phase

A. Upon request by PCCA, Engineer shall provide up to 20 engineering service hours toward the following Bidding or Proposal Negotiating Phase services. These service hours are not to be invoiced except for services which are specifically requested. If requested by PCCA (and within the service hour limit), Engineer shall:

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

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

3. Assist PCCA in evaluating bids or proposals.

4. Provide information or technical assistance as requested by PCCA during any review

of bids or proposals, or negotiations with prospective construction contractors.

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

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

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

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

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

A1.04 Construction Phase

A. To support general construction administration (not to be interpreted as Project Representative), upon request by PCCA the Engineer shall provide up to 45 engineering service hours toward the following Construction Phase services. These service hours are not to be invoiced except for services which are specifically requested. If requested by PCCA (and within the service hour limit), Engineer shall:

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

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

3. Schedules: Receive, review, and determine the acceptability of any and all schedules

that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

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

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

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

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

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

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

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

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

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

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

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

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

13. Inspections and Tests:

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

    b. Pursuant to the terms of the Construction Contract, recommend additional

inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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

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

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

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

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

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

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

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

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

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

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

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

PART 2 – SUPPORT SERVICES

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

A. Support Services for this Contract include:

1. Topographic Survey: Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes.

   a. The topographic survey will include three main areas: Avery Point, Viola, and the Vulcan-CC Polymers entry drives, access areas, and parking areas. The limits of the improvements and topographical survey were provided by the POCCA staff. Included with the topographic survey will be the identification and/or placement of project control points.

   b. The Topographic Survey shall be sealed by a Registered Professional Land Surveyor (RPLS) licensed in the State of Texas and shall comply with acceptable standards established in the most current edition of the Texas Society of Professional Surveyors (TSPS) Manual of Practice.

   c. Survey data shall be in ASCII Format PNEZD and shall utilize Texas State Plane Grid Coordinate System, Texas South Zone NAD '83 in U.S. feet for horizontal datum and NAVD '88 vertical datum landside. Geodetic (Surface) coordinates are not acceptable. Datum shall be tied to a permanent benchmark in the PCCA database.

   d. Unless otherwise approved, vertical datum for features in or over water shall use Mean Lower Low Water (MLLW) based on NOAA datum from Station 8775296 USS Lexington, or closest available Station. The applicable reference datum and correlation of MLLW to NAVD '88 must be stated.

   e. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by PCCA pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," Levels B-D. Provide a recommendation for any specific Level A utility investigation(s) needed during

the Design Phase to locate underground utilities or features which may significantly impact the proposed design and/or construction and which cannot otherwise be reasonably located by Level B-D investigation.

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

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

2. Bridge Assessment: Evaluate the current structural condition of the existing bridge located between Oil Docks 7 and 11. Engineer will review the available as-built drawings and current load rating. Engineer will identify any repairs that are needed and provide an OPCC, if needed.

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

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

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

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

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

DATE: April 22, 2025

TO: Port Commission

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

ANTICIPATED STAFF PRESENTER: Fernando Quintanilla
Project Engineer

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

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

BACKGROUND: The Port of Corpus Christi's rail infrastructure plays a vital role in supporting commercial operations, particularly for transloading activities and the movement of goods. As demand for rail access continues to grow, the PCCA is focused on modernizing its rail system to enhance efficiency, reliability, and capacity. A key component of this effort is the upgrade of existing rail sections to meet modern standards and the installation of new rail. Staff have identified several areas within the port that would greatly benefit from rail upgrades and improvements, as detailed below.

Southside Rail Improvements:

- The rail infrastructure on the port's southside is a critical component of military and commercial operations, particularly for loading and unloading goods at Cargo Docks 8, 14, and 15, and the Southside Terminal Yard. Currently, portions of the rail yard consist of outdated and lighter 50lb to 90lb rail, which is inadequate to meet modern operational demands. Upgrading to 115lb rail is necessary to enhance durability, accommodate increased military and commercial activity, and align with industry standards. This is one of the last remaining areas in the port requiring such an upgrade.

- Additionally, requirements for modifications to the Stroman Road rail section will be coordinated with the City of Corpus Christi as this rail section crosses the Salt

Flats Levee system's flood control gate location. Rail infrastructure upgrades in this area must integrate operational enhancements with essential flood management considerations to maintain both efficiency and resilience.

Rincon Rail Improvements:

- Portions of the current Rincon yard still utilize the lighter 90lb rail, which is insufficient for the increasing demands placed on the infrastructure. Upgrading to 115lb rail is essential to improving durability, functionality, and the long-term viability of rail operations, especially with the anticipated increase in utilization following the completion of the Rincon east laydown yard. This project represents one of the final steps in modernizing the yard's infrastructure to support expanded operations.

- The PCCA is currently developing the property at the end of Rincon Road with the extension of the west Rincon laydown yard and the construction of essential shore protection measures. While this property has the potential to serve as a critical logistics hub, its lack of direct rail access currently limits its operational efficiency. At present, all goods must be transported by truck, creating inefficiencies for customers who require seamless rail-to-laydown yard transloading. Expanding the existing rail track to this property is necessary to unlock its full potential, improve logistical connectivity, and maximize its value as a strategic asset.

- The existing single-track rail system on the east side of Rincon is a key component of ongoing transloading operations. However, the absence of a dedicated transloading track along the new Rincon east laydown yard presents logistical challenges, leading to delays, increased labor, and equipment inefficiencies. The growing demand for aggregate transloading, particularly for unit train operations, has highlighted the need for additional infrastructure improvements. Enhancing the rail system by adding transloading tracks will streamline operations, reduce the need for excessive train car movements, and improve overall efficiency.

Collectively, these projects are critical to strengthening the port's rail infrastructure, improving transloading capabilities, and ensuring the port remains a competitive and efficient hub for its clients. The overarching objective of these projects is to modernize and expand the PCCA's rail infrastructure to enhance operational efficiency, accommodate growing commercial demand, and support long-term business development.

Staff solicited a Request for Qualifications for engineering services for various projects in 2024, including improvements and/or modifications to existing rail infrastructure, such as this project. A PCCA evaluation group selected LJA Rail, LLC (LJA) as the most qualified firm for this effort. While the PCCA has worked with LJA Engineering, Inc. many times in the past on road, pavement, security, and fencing projects, this will be the first time the PCCA has worked with their rail division.

Staff negotiated the attached contracts with LJA: Service Order No. 1 in the amount of $395,303.46 for engineering design services associated with the Southside Rail Upgrades Project, and Service Order No. 2 in the amount of $980,381.06 for engineering design services associated with the Rincon Rail Upgrades Project.

The scope of engineering services for these service orders encompass a comprehensive range of activities, including preliminary and final design phase services, bid phase services, and construction administration phase services. These services are intended to support planned rail infrastructure improvements such as rail upgrades, track extensions, and the addition of new rail segments. Specific attention will be given to work located in areas with soft or unstable soils, requiring detailed geotechnical investigation and foundation recommendations to ensure long-term stability and performance.

As part of the preliminary and final design phases, the consultant will perform comprehensive field work, develop detailed engineering plans, technical specifications, and cost estimates for the proposed rail improvements. This includes alignment design, drainage considerations, grading plans, and subgrade stabilization techniques tailored to site-specific soil conditions.

Bid phase services will include assistance with responses to bidder inquiries, technical clarifications, and general assistance with pre-bid meeting. Construction administration services will involve on-site coordination, submittal reviews, construction observation, and support for resolution of field issues to verify conformity with project plans and specifications. Additionally, surveying and geotechnical support services will be integral throughout the project lifecycle. Coordination with the Texas Coastal Bend Railroad (TCBR) will be maintained throughout the duration of the project—from design through construction—for adherence to applicable standards and operational requirements of the Port of Corpus Christi Authority (PCCA) and its users.

ALTERNATIVES: None.

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

EMERGENCY: No.

FINANCIAL IMPACT: These projects are included in this year's budget with a collective allocation of $1,410,000 in 2025. Combined, Service Order No. 1 and 2 equal a total of $1,376,684.52.

STAFF RECOMMENDATION: Staff recommends approval of Master Services Agreement No. 25-01 with LJA Rail, LLC and the following Service Orders: 1) Service Order No. 1 in the amount of $395,303.46 for engineering design services associated with the Southside Rail Upgrades Project, and 2) Service Order No. 2 in the amount of

$980,381.06 for engineering design services associated with the Rincon Rail Upgrades Project.

DEPARTMENTAL CLEARANCES:

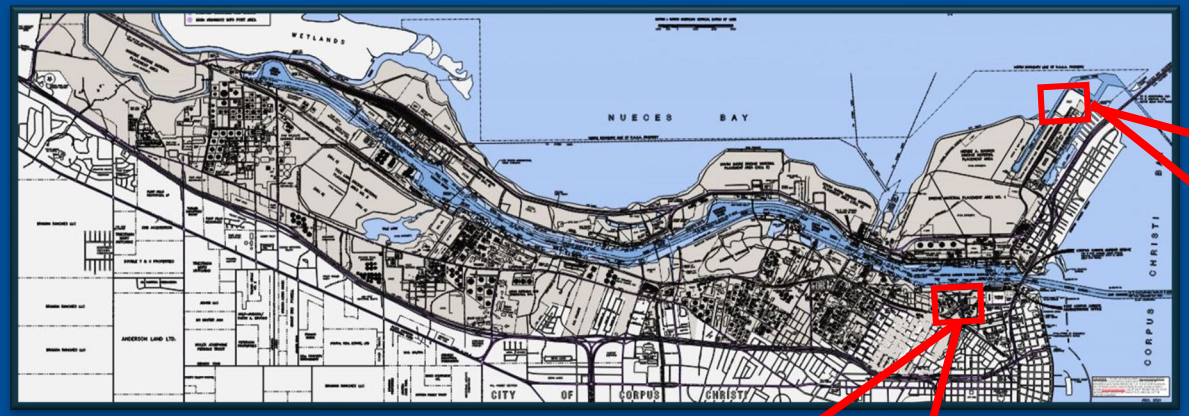
Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Sonya Lopez-Sosa
	Jacob Morales
	Fernando Quintanilla
Legal	Standard Master Services Agreement and Service Order
Executive Staff	Kyle Hogan
	Kent Britton

LIST OF SUPPORTING DOCUMENTS:

Exhibit
Master Services Agreement 25-01
Service Order No. 1
Service Order No. 2

Rincon Rail Upgrades & Southside Rail Upgrades

Project Locations





Southside Rail Project Location



Rincon Rail Project Location

Southside Rail Upgrades

Project Summary



Southside Rail

- Critical rail infrastructure supports military and commercial operations at Cargo Docks 8, 14, 15, and Southside Terminal Yard

Upgrade Needed

- Existing 50lb–90lb rail is outdated and inadequate for current operational needs
- Upgrade to 115lb rail needed to improve durability, support increased activity, and meet industry standards
- This is one of the last areas at the port requiring a rail upgrade
- Future upgrades must integrate operational improvements with flood resilience for long-term effectiveness
- Coordination for Stroman Road rail work with City of Corpus Christi in area of flood control gate

PORT CORPUS CHRISTI

Rincon Rail Upgrades

Project Summary



Upgrade Needed

- Existing 90lb rail is inadequate for increasing demand—115lb rail upgrade will enhance durability and long-term functionality.

Support for Expansion

- Essential for increased use following completion of the Rincon East laydown yard, marking one of the final modernization steps.

Laydown Yard Rail Access:

- New west laydown yard at Rincon Road lacks direct rail connection, limiting efficiency.
- Currently truck-dependent, creating logistical inefficiencies.
- Establishing rail access will improve connectivity and maximize strategic value.

Transloading Infrastructure Enhancements:

- Current single-track system on the east side supports transloading but lacks a dedicated transloading track.
- Demand for aggregate transloading and unit train operations highlights the need for expansion.
- Adding transloading tracks will streamline operations, reduce train movements, and increase efficiency.

Tentative Project Schedules

Rincon Rail Upgrades

- Design Contract Approval – April 15, 2025
- Issue for Bids – January 2026
- Construction Award – March 2026 Commission
- Construction completion – October 2026

Southside Rail Upgrades

- Design Contract Approval– April 15, 2025
- Issue for Bids – October 2025
- Construction Award – December 2025 Commission
- Construction completion – March 2026

Scope of Services (Both Service Orders)

Basic Services

- Preliminary Design Phase
- Final Design Phase
- Bid Phase
- Construction Phase

Support Services

- Topographic Survey
- Geotechnical Report

Southside Rail Upgrades and Rincon Rail Upgrades

Project Summary

Action Item

Approve Master Services Agreement No. 25-01 with LJA Rail, LLC and the following Service Orders:

1) Service Order No. 1 in the amount of $395,303.46 for the Southside Rail Upgrades Project

2) Service Order No. 2 in the amount of $980,381.06 for the Rincon Rail Upgrades Project

SERVICE ORDER
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 25-01

PROJECT NAME: Southside Rail Improvements
PROJECT NO. 25-039A
SERVICE ORDER NO. 1
COMMENCEMENT DATE: April 22, 2025

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and LJA Rail, LLC ("**Engineer**"). PCCA and Engineer agree that all of the Services authorized by this Service Order shall be subject to the terms and conditions of PCCA's Master Services Agreement No. **25-01** between PCCA and Engineer, as amended ("**Agreement**"). Upon execution of this Service Order, the Agreement shall be incorporated into and be considered part of this Service Order as if set forth herein in its entirety. Any capitalized terms in this Service Order that are not defined herein shall have the meanings given to them in the Agreement. If there is any inconsistency between the terms of this Service Order and the terms of the Agreement, the terms of this Service Order will control.

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

1. Description of Project:

The Project generally includes the upgrade of existing rail sections from a 90-lb rail to a 115-lb rail on the southside of the port to meet modern standards. This project includes improvements to associated crossing areas for loadout and rehabilitation of the rail bridge, while ensuring the design of the rail adjustments and drainage improvements have compatibility with the City's flood gate.

2. Services of Engineer (Scope of Services)

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

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

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

addendums, change orders, and any other engineering-based document on which the PCCA will rely on for significant decisions, planning, and/or construction. If there is more than one responsible engineer, the respective responsibilities must be noted accordingly.

3. PCCA's Responsibilities

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

4. Service Order Schedule

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

Schedule for 25-039A – Southside Rail Improvements		
ACTION	**ALLOTTED CAL. DAYS**	**DUE ON OR BEFORE**
PCCA Commencement Date	-	4/22/2025
• **Engineer - Preliminary Design Submittal**	**28**	**5/20/2025**
PCCA Team Review	21	6/10/2025
• **Engineer - 60% Design Submittal**	**32**	**7/12/2025**
PCCA Team Review	21	8/2/2025
• **Engineer - 90% Design Submittal**	**26**	**8/28/2025**
PCCA Team Review	21	9/18/2025
• **Engineer - Unsealed Design Documents to PCCA PM**	**10**	**9/28/2025**
PCCA Project Manager Review	10	10/8/2025
• **Engineer - Final Sealed Documents Submittal**	**10**	**10/18/2025**

This Service Order will expire on January 31, 2027.

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

5. Method of Compensation

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

The Ceiling Price for this Service Order is $395,303.46.

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

SERVICE	NOT TO EXCEED AMOUNT
BASIC SERVICES:	
Preliminary Design Phase	$ 69,565.91
Final Design Phase	$145,968.87
Bid Phase	$ 51,244.06
Construction Phase	$ 92,916.64
Subtotal, Basic Services	**$359,695.48**
Topographic Survey	$ 35,607.98
Geotechnical Report	$ -
Subtotal, Support Services	**$ 35,607.98**
Basic Services Fee	$359,695.48
Support Services Fee	$ 35,607.98
TOTAL CONTRACT NOT TO EXCEED FEE AMOUNT	**$395,303.46**

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

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

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

8. **Insurance Requirements:**

   Engineer shall maintain the insurance coverage described in Article 11 of the Agreement for as long as Engineer is providing services under this Service Order.

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

   Exhibit A – Engineer's Services for Service Order

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

11. **Terms and Conditions**

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

[Signature page follows this page]

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

PCCA:

Port of Corpus Christi Authority of Nueces County, Texas

By: _____

Name: Kent Britton

Title: Chief Executive Officer

Date Signed: _____

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

PCCA's Designated Representative:

Natasha Fudge, P.E.

Title: Director of Engineering Services

Phone Number: (361) 885-6686

Email: Natasha@pocca.com

PCCA's Project Manager:

Fernando Quintanilla

Title: Project Engineer

Phone Number: (361) 885-6692

Email: fquintanilla@pocca.com

Engineer:

LJA Rail, LLC

By: _____

Name: Jason Rea

Title: President

Date Signed: _____

Address for giving notice:
480 Wildwood Forest Dr, Suite 500
The Woodlands, TX 77380

Engineer's Designated Representative:

John Jerome

Title: Vice President

Phone Number: (515) 570-1046

Email: jjerome@ljarail.com

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

EXHIBIT A
ENGINEER'S SERVICES FOR SERVICE ORDER

PART 1 - BASIC SERVICES

A1.01 Preliminary Design Phase

A. Engineer shall:

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

2. Engineer will proceed with the study and evaluation of the proposed rail and crossing upgrades, rail bridge rehabilitation, and track adjustments at the flood gate.

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

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

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

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

7. Review available survey, geotechnical, environmental, permits, historical record drawings, utility records, FEMA maps, and other pertinent available data. When applicable, contact utility and pipeline owners to obtain available information. Advise PCCA if additional investigations, studies, tests, professional services, reports, data, information, or other services are necessary to support final design. If applicable, assist PCCA in obtaining such reports, data, information, or services. Include the scope recommendations as appropriate for additional:

    a. geotechnical investigations

    b. topographical surveys

    c. utility mapping

8. When mutually agreed, assist PCCA in evaluating the possible use of building

information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of PCCA's facilities.

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

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

11. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by PCCA during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to PCCA's instructions.

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

of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice (RP) 17R-97 with an estimated contingency percentage appropriate to the preliminary or 30% design Class 3 OPCC.

13. In accordance with the time allotted in the Contract Schedule, furnish the interim review copy of the bookmarked PDF of the bound Preliminary Design Report along with all other Preliminary Design Phase deliverables to PCCA, and review it with PCCA. Provide 2 hard copies with the interim review submittal. Provide AutoCAD Civil 3D files of the layouts and Survey or other exhibits when applicable. The interim Report for PCCA review shall contain information that is reasonably complete, viable, clearly presented, and accurate enough to provide a basis for the PCCA to make informed decisions on the applicable scope and potential options or alternatives going forward to meet the project objectives. PCCA will submit to Engineer any comments regarding the furnished items within the time established in the Contract Schedule.

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

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

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

C. Deliverables for the Preliminary Design Phase include:

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

2. Preliminary Design Report (interim review and final sealed versions) as described above with exhibits and preliminary drawings or layouts as needed to clearly identify

key issues and significant existing and proposed elements and options with related costs and recommendations for PCCA consideration prior to proceeding with a detailed final design. Report shall include Topographic Survey and Geotechnical Report, Inspection Report and other preliminary data as described in Part 2 Support Services.

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

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

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

A1.02 Final Design Phase

A. Engineer shall:

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

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

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

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

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

6. Construction Drawings (and other drawings such as Survey Drawings and Record Drawings) are to be prepared using a contemporary (less than 5 years old) version of

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

7. Prepare and assemble 60% Design and applicable bidding documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. Although all details and cross references may not be complete, the 60% submittal shall clearly reflect the essential existing and proposed project elements and design intent and shall identify any significant outstanding or remaining issues that need to be resolved. Provide Engineer recommendations as appropriate. Submit electronic files of the 60% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Provide 2 hard copies of the submittal documents along with the electronic files. Deliverables for the 60% Design Submittal include:

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

    b. Completed Consultant Design Submittal Summary Form.

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

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

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

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

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

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

9. Prepare and assemble 90% Design and bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. The 90% submittal shall be essentially complete with the exception of minor, identifiable remaining items. If there are any remaining outstanding issues that need resolution, they must be clearly summarized. Provide Engineer recommendations as appropriate. Engineer shall provide written responses to the PCCA comments and questions from the previous submittal review and shall confirm in writing that the comments and questions have been addressed or resolved in the 90% submittal. Submit electronic files of the 90% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Provide 2 hard copies of the submittal documents along with the electronic files. Deliverables for the 90% Design Submittal include: Completed Design Submittal Package Transmittal Form to document the deliverables contained in the 90% submittal.

    a. Completed Consultant Design Submittal Summary Form.

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

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

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

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

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

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

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

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

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

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

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

    b. Completed Consultant Design Submittal Summary form.

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

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

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

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

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

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

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

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

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

A1.03 Bidding or Proposal Negotiating Phase

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

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

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

3. Assist PCCA in evaluating bids or proposals.

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

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

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

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

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

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

A1.04 Construction Phase

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

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

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

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

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

enable Contractor to proceed.

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

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

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

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

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

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

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

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

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

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

13. Inspections and Tests:

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

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

14. Change Proposals, Value Engineering Proposals, and Claims: Review duly submitted

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

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

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

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

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

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

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

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

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

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

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

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

PART 2 – SUPPORT SERVICES

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

A. Support Services for this Contract include:

1. Topographic Survey: Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes.

   a. Surveys will be collected at the flood gate to develop and establish positive drainage for the track. The area to be surveyed is approximately .1 acre between the roadway and drainage way.

   b. The Topographic Survey shall be sealed by a Registered Professional Land Surveyor (RPLS) licensed in the State of Texas and shall comply with acceptable standards established in the most current edition of the Texas Society of Professional Surveyors (TSPS) Manual of Practice.

   c. Survey data shall be in ASCII Format PNEZD and shall utilize Texas State Plane Grid Coordinate System, Texas South Zone NAD '83 in U.S. feet for horizontal datum and NAVD '88 vertical datum landside. Geodetic (Surface) coordinates are not acceptable. Datum shall be tied to a permanent benchmark in the PCCA database.

   d. Unless otherwise approved, vertical datum for features in or over water shall use Mean Lower Low Water (MLLW) based on NOAA datum from Station 8775296 USS Lexington, or closest available Station. The applicable reference datum and correlation of MLLW to NAVD '88 must be stated.

   e. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by PCCA pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," Levels B-D. Provide a recommendation for any specific Level A utility investigation(s) needed during the Design Phase to locate underground utilities or features which may significantly impact the proposed design and/or construction and which cannot otherwise be reasonably located by Level B-D investigation.

   f. Survey Drawings are to be prepared using a contemporary (less than 5 years old)

version of AutoCAD Civil 3D. CAD files are to include all constituent components. All data shortcuts such as 'DREF' data links generated in Civil 3D shall be validated. An equivalency table shall be provided for all abbreviated point descriptions. All used point groups, surfaces, corridor models, alignments, assemblies, break lines, etc. shall be validated and rebuilt to confirm no errors exist prior to submittal to the PCCA. External references shall be validated to confirm broken or circular references are not present. Include all project external reference CAD files in the appropriate coordinate system with submittal as independent files. Prior to submittals, utilize 'etransmit' to confirm inclusion of ctb., fonts, XREF, etc. and to preserve the file directory structure. If used, the project .dst Sheet Set Manager template file is to be provided with the submittal(s).

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

2. Geotechnical Report:

- Not included in this Service Order.

SERVICE ORDER
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 25-01

PROJECT NAME: Rincon Rail Improvements
PROJECT NO. 25-041A
SERVICE ORDER NO. 2
COMMENCEMENT DATE: April 22, 2025

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and LJA Rail, LLC ("**Engineer**"). PCCA and Engineer agree that all of the Services authorized by this Service Order shall be subject to the terms and conditions of PCCA's Master Services Agreement No. **25-01** between PCCA and Engineer, as amended ("**Agreement**"). Upon execution of this Service Order, the Agreement shall be incorporated into and be considered part of this Service Order as if set forth herein in its entirety. Any capitalized terms in this Service Order that are not defined herein shall have the meanings given to them in the Agreement. If there is any inconsistency between the terms of this Service Order and the terms of the Agreement, the terms of this Service Order will control.

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

1. Description of Project:

The Project generally includes the upgrade of existing rail sections from a 90-lb rail to a 115-lb rail at Rincon Industrial Park in order to meet modern standards. The Project also includes the design of a new transloading rail track on the east side of Rincon Road, as well as the extension of some sections of existing rail with additive options.

2. Services of Engineer (Scope of Services)

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

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

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

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

3. PCCA's Responsibilities

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

4. Service Order Schedule

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

]

Schedule for 25-041A – Rincon Rail Improvements		
ACTION	**ALLOTTED CAL. DAYS**	**DUE ON OR BEFORE**
PCCA Commencement Date	-	4/22/2025
• **Engineer - Preliminary Design Submittal**	**50**	**6/11/2025**
PCCA Team Review	21	7/2/2025
• **Engineer - 60% Design Submittal**	**60**	**8/31/2025**
PCCA Team Review	21	9/21/2025
• **Engineer - 90% Design Submittal**	**40**	**10/31/2025**
PCCA Team Review	21	11/21/2025
• **Engineer - Unsealed Design Documents to PCCA PM**	**30**	**12/21/2025**
PCCA Project Manager Review	10	12/31/2025
• **Engineer - Final Sealed Documents Submittal**	**15**	**1/15/2026**

This Service Order will expire on January 31, 2027.

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

5. Method of Compensation

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

The Ceiling Price for this Service Order is $980,381.06.

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

SERVICE	NOT TO EXCEED AMOUNT
BASIC SERVICES:	
Preliminary Design Phase	$185,552.99
Final Design Phase	$515,561.00
Bid Phase	$104,723.51
Construction Phase	$ 92,358.40
Subtotal, Basic Services	**$898,195.90**
Topographic Survey	$ 34,935.16
Geotechnical Report	$ 47,250.00
Subtotal, Support Services	**$ 82,185.16**
Basic Services Fee	$898,195.90
Support Services Fee	$ 82,185.16
TOTAL CONTRACT NOT TO EXCEED FEE AMOUNT	**$980,381.06**

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

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

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

8. **Insurance Requirements:**

Engineer shall maintain the insurance coverage described in Article 11 of the Agreement for as long as Engineer is providing services under this Service Order.

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

Exhibit A – Engineer's Services for Service Order

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

11. **Terms and Conditions**

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

[Signature page follows this page]

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

PCCA:

Port of Corpus Christi Authority of Nueces County, Texas

By: _____

Name: Kent Britton

Title: Chief Executive Officer

Date Signed: _____

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

PCCA's Designated Representative:

Natasha Fudge, P.E.

Title: Director of Engineering Services

Phone Number: (361) 885-6686

Email: Natasha@pocca.com

PCCA's Project Manager:

Fernando Quintanilla

Title: Project Engineer

Phone Number: (361) 885-6692

Email: fquintanilla@pocca.com

Engineer:

LJA Rail, LLC

By: _____

Name: Jason Rea

Title: President

Date Signed: _____

Address for giving notice:
480 Wildwood Forest Dr, Suite 500
The Woodlands, TX 77380

Engineer's Designated Representative:

John Jerome

Title: Vice President

Phone Number: (515) 570-1046

Email: jjerome@ljarail.com

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

EXHIBIT A
ENGINEER'S SERVICES FOR SERVICE ORDER

PART 1 - BASIC SERVICES

A1.01 Preliminary Design Phase

A. Engineer shall:

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

2. Engineer will proceed with the study and evaluation of the proposed rail upgrades, rail extensions, and the new dedicated transloading track.

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

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

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

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

7. Review available survey, geotechnical, environmental, permits, historical record drawings, utility records, FEMA maps, and other pertinent available data. When applicable, contact utility and pipeline owners to obtain available information. Advise PCCA if additional investigations, studies, tests, professional services, reports, data, information, or other services are necessary to support final design. If applicable, assist PCCA in obtaining such reports, data, information, or services. Include the scope recommendations as appropriate for additional:

    a. geotechnical investigations

    b. topographical surveys

    c. utility mapping

8. When mutually agreed, assist PCCA in evaluating the possible use of building

information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of PCCA's facilities.

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

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

11. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by PCCA during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to PCCA's instructions.

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

of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice (RP) 17R-97 with an estimated contingency percentage appropriate to the preliminary or 30% design Class 3 OPCC.

13. In accordance with the time allotted in the Contract Schedule, furnish the interim review copy of the bookmarked PDF of the bound Preliminary Design Report along with all other Preliminary Design Phase deliverables to PCCA, and review it with PCCA. Provide 2 hard copies with the interim review submittal. Provide AutoCAD Civil 3D files of the layouts and Survey or other exhibits when applicable. The interim Report for PCCA review shall contain information that is reasonably complete, viable, clearly presented, and accurate enough to provide a basis for the PCCA to make informed decisions on the applicable scope and potential options or alternatives going forward to meet the project objectives. PCCA will submit to Engineer any comments regarding the furnished items within the time established in the Contract Schedule.

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

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

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

C. Deliverables for the Preliminary Design Phase include:

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

2. Preliminary Design Report (interim review and final sealed versions) as described above with exhibits and preliminary drawings or layouts as needed to clearly identify

key issues and significant existing and proposed elements and options with related costs and recommendations for PCCA consideration prior to proceeding with a detailed final design. Report shall include Topographic Survey and Geotechnical Report, Inspection Report and other preliminary data as described in Part 2 Support Services.

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

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

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

A1.02 Final Design Phase

A. Engineer shall:

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

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

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

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

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

6. Construction Drawings (and other drawings such as Survey Drawings and Record Drawings) are to be prepared using a contemporary (less than 5 years old) version of

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

7. Prepare and assemble 60% Design and applicable bidding documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. Although all details and cross references may not be complete, the 60% submittal shall clearly reflect the essential existing and proposed project elements and design intent and shall identify any significant outstanding or remaining issues that need to be resolved. Provide Engineer recommendations as appropriate. Submit electronic files of the 60% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Provide 2 hard copies of the submittal documents along with the electronic files. Deliverables for the 60% Design Submittal include:

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

    b. Completed Consultant Design Submittal Summary Form.

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

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

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

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

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

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

9. Prepare and assemble 90% Design and bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content provided by PCCA. As directed by PCCA, organize the proposed work and related construction documents to provide for additive or alternative bids. The 90% submittal shall be essentially complete with the exception of minor, identifiable remaining items. If there are any remaining outstanding issues that need resolution, they must be clearly summarized. Provide Engineer recommendations as appropriate. Engineer shall provide written responses to the PCCA comments and questions from the previous submittal review and shall confirm in writing that the comments and questions have been addressed or resolved in the 90% submittal. Submit electronic files of the 90% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Provide 2 hard copies of the submittal documents along with the electronic files. Deliverables for the 90% Design Submittal include: Completed Design Submittal Package Transmittal Form to document the deliverables contained in the 90% submittal.

    a. Completed Consultant Design Submittal Summary Form.

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

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

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

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

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

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

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

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

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

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

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

    b. Completed Consultant Design Submittal Summary form.

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

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

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

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

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

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

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

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

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

A1.03 Bidding or Proposal Negotiating Phase

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

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

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

3. Assist PCCA in evaluating bids or proposals.

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

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

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

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

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

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

A1.04 Construction Phase

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

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

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

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

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

enable Contractor to proceed.

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

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

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

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

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

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

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

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

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

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

13. Inspections and Tests:

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

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

14. Change Proposals, Value Engineering Proposals, and Claims: Review duly submitted

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

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

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

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

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

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

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

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

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

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

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

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

PART 2 – SUPPORT SERVICES

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

A. Support Services for this Contract include:

1. Topographic Survey: Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes.

   a. Surveys will be collected in the areas where the new track is to be constructed. The total footprint of the survey will be approximately 5.5 acres.

   b. The Topographic Survey shall be sealed by a Registered Professional Land Surveyor (RPLS) licensed in the State of Texas and shall comply with acceptable standards established in the most current edition of the Texas Society of Professional Surveyors (TSPS) Manual of Practice.

   c. Survey data shall be in ASCII Format PNEZD and shall utilize Texas State Plane Grid Coordinate System, Texas South Zone NAD '83 in U.S. feet for horizontal datum and NAVD '88 vertical datum landside. Geodetic (Surface) coordinates are not acceptable. Datum shall be tied to a permanent benchmark in the PCCA database.

   d. Unless otherwise approved, vertical datum for features in or over water shall use Mean Lower Low Water (MLLW) based on NOAA datum from Station 8775296 USS Lexington, or closest available Station. The applicable reference datum and correlation of MLLW to NAVD '88 must be stated.

   e. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by PCCA pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," Levels B-D. Provide a recommendation for any specific Level A utility investigation(s) needed during the Design Phase to locate underground utilities or features which may significantly impact the proposed design and/or construction and which cannot otherwise be reasonably located by Level B-D investigation.

   f. Survey Drawings are to be prepared using a contemporary (less than 5 years old) version of AutoCAD Civil 3D. CAD files are to include all constituent

components. All data shortcuts such as 'DREF' data links generated in Civil 3D shall be validated. An equivalency table shall be provided for all abbreviated point descriptions. All used point groups, surfaces, corridor models, alignments, assemblies, break lines, etc. shall be validated and rebuilt to confirm no errors exist prior to submittal to the PCCA. External references shall be validated to confirm broken or circular references are not present. Include all project external reference CAD files in the appropriate coordinate system with submittal as independent files. Prior to submittals, utilize 'etransmit' to confirm inclusion of ctb., fonts, XREF, etc. and to preserve the file directory structure. If used, the project .dst Sheet Set Manager template file is to be provided with the submittal(s).

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

2. Geotechnical Report:

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

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

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

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

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

DATE:	April 22, 2025
TO:	Port Commission
FROM:	Natasha Fudge, P.E. Director of Engineering Services
ANTICIPATED STAFF PRESENTER:	Johan Geldenhuys, EIT Associate Project Engineer

Award a construction contract to Integrity Pipeline Services, Inc. in the amount of $1,166,136.75, the lowest and best bidder based on bids received on March 20, 2025, for the Bulk Dock 1 Maintenance Project.

SUMMARY: Staff recommends the award of a construction contract to Integrity Pipeline Services, Inc. for the Bulk Dock 1 Maintenance Project. On March 20, 2025, we received two responses to our Notice of Solicitation. Integrity Pipeline Services, Inc. submitted the lowest and best Evaluated Bid in the amount of $1,166,136.75.

BACKGROUND: Located on the northside of the Inner Harbor in the Bulk Materials Terminal (BMT) complex, Bulk Dock 1 serves multiple customers with predominantly inbound dry bulk cargos. Originally constructed in 1957, Bulk Dock 1 is one of the PCCA's older dock facilities. When the Engineering Services Department implemented its programmatic long-term maintenance and improvement program last year, Bulk Dock 1 was one of the six docks prioritized for inspection and design of repairs in 2024, with construction of the repairs to follow this year. At the April 16, 2024 Port Commission meeting, the Port Commission approved a service order with Jacobs Engineering Group, Inc. for engineering services associated with four docks, including Bulk Dock 1.

Following the comprehensive dock inspection, Jacobs Engineering identified and recommended repairs for several maintenance items at the dock, ranging from minor to severe in condition, and developed construction drawings for the repair of these items to return the dock to a satisfactory condition per American Society of Engineers Manual of Practice 130 (ASCE MOP 130). The project objective is to make the necessary repairs and improvements to preserve the aged Bulk Dock 1 structure in a serviceable condition for customer import operations.

The contract documents were developed with the following bid items to accomplish the project objectives.

- Base Bid: Generally consists of widespread dock structure concrete spall repairs, crack repairs, and refurbishment or replacement of deficient reinforcing steel above the waterline for the length of the 900-foot dock, refurbishing of nine mooring bollards, and cleaning of the existing 100 linear feet of concrete embedded crane rail. Scope also includes an allowance to furnish and install a one-way check valve

and all related components for the outfall stormwater pipe to prevent the reverse flow tidal channel water from entering the stormwater system features.

- Additive Bid Item 1: Requires the cleaning and recoating of 8,220 square feet of the steel sheet pile bulkhead at the space-constrained backside of the east and west trestles that are exhibiting extensive and widespread corrosion.

- Additive Bid Item 2: Captures the unit rate for additional concrete spalling repairs should they be encountered in the field during construction. Work entails the removal of unsound concrete, installation of supplementary rebar as necessary, and installation of new concrete repair material.

- Additive Bid Item 3: Captures the unit rate for additional concrete crack repairs should they be encountered in the field during construction. Work entails chipping and saw-cutting of deficient concrete and injecting repair material into the crack.

- Additive Bid Item 4: Establishes a standby time per day unit rate to be paid to the Contractor if and when dock utilization and cargo transfer prevent the Contractor from working on the dock a contractual minimum of sixteen days within any one calendar month for the duration of the construction period.

- Additive Bid Item 5: A unit rate item that requires the removal of existing degraded timber bull rail and the installation of new larger timber bull rail on a per linear foot basis.

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

On March 20, 2024, we received two responses to our Notice of Solicitation, for which Integrity Pipeline Services, Inc. submitted the lowest and best Evaluated Bid in the amount of $1,166,136.75. The Evaluated Bid consists of $872,832 for the Base Bid, a unit rate amount of $11.51 per square foot for Additive Bid Item 1, a unit rate amount of $342 per cubic foot for Additive Bid Item 2, a unit rate amount of $275 per linear foot for Additive Bid Item 3, $3,115 per each day of standby time for Additive Bid Item 4, and a unit rate amount of $138 per linear foot for Additive Bid Item 5.

Integrity Pipeline Services, Inc. will be a new vendor for the PCCA. Staff has reviewed references from comparable projects and found that they have the capacity and experience to complete the scope of work for this project. Integrity Pipeline Services, Inc. is based out of Pearland, Texas and has successfully completed various comparable

projects, including projects at the Port of Beaumont, Bethlehem Shipyard in Maryland, Staten Island Ferry Terminal, the Yorktown Naval Weapons Station, and Port Freeport.

The construction contract duration is 365 calendar days. This lengthy timeframe reflects the contractor's limited access to the dock in order to accommodate the ongoing usage of Bulk Dock 1 and allow customers to strategically continue moving their commodities across the dock during construction.

ALTERNATIVES: N/A

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

EMERGENCY: No.

FINANCIAL IMPACT: This project was included in this year's maintenance budget with an allocation of $1,500,000 in 2025.

STAFF RECOMMENDATION: Staff recommends the award of a construction contract to Integrity Pipeline Services, Inc. in the amount of $1,166,136.75, for construction of the Bulk Dock 1 Maintenance Project, consisting of the Base Bid in the amount of $872,832; acceptance of Additive Bid Item 1 at a unit rate amount of $11.51 per square foot; acceptance of Additive Bid Item 2 at a unit rate of $342 per cubic foot; acceptance of Additive Bid Item 3 at a unit rate of $275 per linear foot; acceptance of Additive Bid Item 4 at a rate of $3,115 per each day of standby time; and acceptance of Additive Bid Item 5 at a unit rate of $138 per linear foot.

DEPARTMENTAL CLEARANCES:

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

LIST OF SUPPORTING DOCUMENTS:

Exhibit
Solicitation Results

Bulk Dock 1 Maintenance Project

April 22, 2025

Port Commission Meeting

Johan Geldenhuys E.I.T. | Associate Project Engineer

Presented by PORT CORPUS CHRISTI®

Table 2-14. Condition Assessment Ratings

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

Bulk Dock 1 Maintenance Project

Summary

Overview

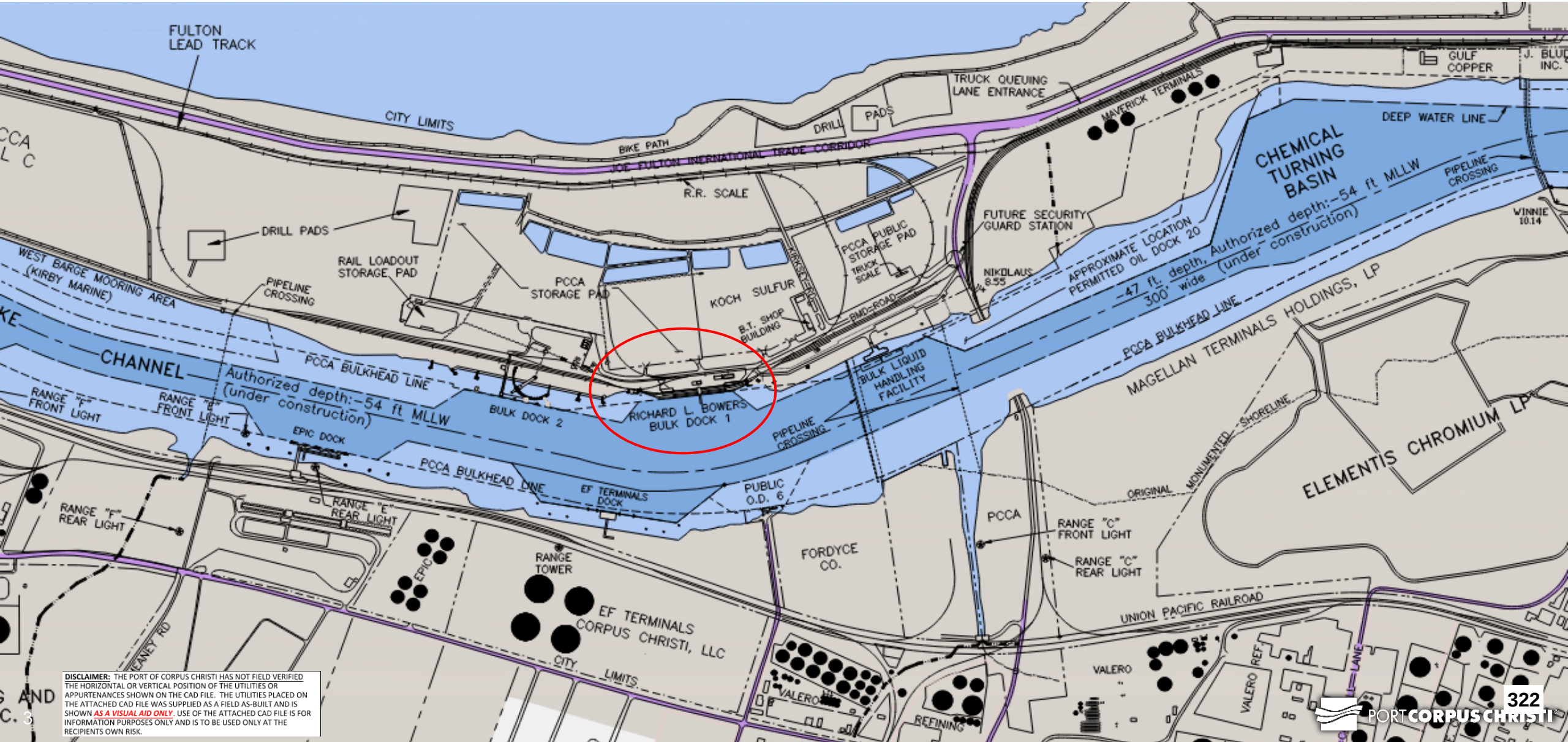
- PCCA performed a routine inspection of the dock in 2024.
- Performance of maintenance items found will raise the condition of Bulk Dock 1 from a rating of 4-Fair to a rating of 5-Satisfactory allowing PCCA to maintain a 5-year inspection cycle at this facility, with the next inspection occurring in 2029.

Action Item

- Approval of a construction contract in the amount of $1,166,136.75 to Integrity Pipeline Services, Inc. for the repair and maintenance of Bulk Dock 1.

Bulk Dock 1 Maintenance Project

Project Location



DISCLAIMER: THE PORT OF CORPUS CHRISTI HAS NOT FIELD VERIFIED THE HORIZONTAL OR VERTICAL POSITION OF THE UTILITIES OR APPURTENANCES SHOWN ON THE CAD FILE. THE UTILITIES PLACED ON THE ATTACHED CAD FILE WAS SUPPLIED AS A FIELD AS-BUILT AND IS SHOWN ***AS A VISUAL AID ONLY***. USE OF THE ATTACHED CAD FILE IS FOR INFORMATION PURPOSES ONLY AND IS TO BE USED ONLY AT THE RECIPIENTS OWN RISK.

Bulk Dock 1 Maintenance Project

Project Scope

- General concrete repairs, spalling and cracking repairs
- Clean and recoat mooring bollards and steel sheetpile
- Replacement of fender elements
- Installation of a one-way check valve









Bulk Dock 1 Maintenance Project

Solicitation Results

Company Name	Bid Bond or Check	Base Bid[A]	Bid Item 1[B]	Bid Item 2[C]	Bid Item 3[D]	Bid Item 4[E]	Bid Item 5[F]	Evaluated Bid[G]	Addend No. 1	Addend No. 2	Addend No. 3	Addend No. 4
Integrity Pipeline Services, Inc.	5% GAB	$ 872,832.00	$ 11.51	$ 342.00	$ 275.00	$ 3,115.00	$ 138.00	$ 1,166,136.75	Yes	Yes	Yes	Yes
Russell Marine, LLC	5% GAB	$ 970,130.00	$ 54.67	$ 2,985.00	$ 184.00	$ 2,500.00	$ 83.56	$ 1,689,571.73	Yes	Yes	Yes	Yes

*In calendar days

[A] BASE BID: The work will generally consist of: concrete spall repairs, crack repairs, replacement of bull rail, refurbishing of mooring bollards, and cleaning of the crane rail. This work is to occur on the underside and topside of the dock and near the waterline. An allowance to furnish and install a one-way check valve and all related components for stormwater pipe is included. The allowance is not guaranteed and not to be used without prior written approval from PCCA (see Special Conditions 1.05). This is a lump sum bid item.

[B] Additive Bid Item 1: Cleaning and recoating of the steel sheet pile system on the backside of the East and West Trestles. This is a unit price bid item.

[C] Additive Bid Item 2: Cost to provide additional spalling repairs to include removal of unsound concrete, cleaning of debris, loose material, and scale, installation of supplementary rebar as necessary, and installation of concrete repair material. This is a unit price bid item.

[D] Additive Bid Item 3: Cost to provide additional crack repairs to include additional chipping and cutting of concrete as well as sealing the crack and injecting repair material. This is a unit price bid item.

[E] Additive Bid Item 4: STANDBY TIME. Amount to be paid to the Contractor if and when dock utilization and cargo transfer preents the Contractor from working a minimum of 16 days within any one calendar month. Refer to Special Conditions Section 1.08. This is a unit price bid item

[F] Additive Bid Item 5: Cost to remove existing bull rail, furnish and install new bull rail. This is a unit price bid item

Staff recommends the award of a construction contract to Integrity Pipeline Services Inc. in the amount of $1,166,136.75.

Thank you

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BID TABULATION FOR BULK DOCK 1 MAINTENANCE
PROJECT NO. 24-017B
Bid Opening: March 20, 2025 at 3:00 p.m.

Company Name	Bid Bond or Check	Base Bid[A]	Bid Item 1[B]	Bid Item 2[C]	Bid Item 3[D]	Bid Item 4[E]	Bid Item 5[F]	Evaluated Bid[G]	Addend No. 1	Addend No. 2	Addend No. 3	Addend No. 4
Integrity Pipeline Services, Inc.	5% GAB	$ 872,832.00	$ 11.51	$ 342.00	$ 275.00	$ 3,115.00	$ 138.00	$ 1,166,136.75	Yes	Yes	Yes	Yes
Russell Marine, LLC	5% GAB	$ 970,130.00	$ 54.67	$ 2,985.00	$ 184.00	$ 2,500.00	$ 83.56	$ 1,689,571.73	Yes	Yes	Yes	Yes

*In calendar days

[A] BASE BID: The work will generally consist of: concrete spall repairs, crack repairs, replacement of bull rail, refurbishing of mooring bollards, and cleaning of the crane rail. This work is to occur on the underside and topside of the dock and near the waterline. An allowance to furnish and install a one-way check valve and all related components for stormwater pipe is included. The allowance is not guaranteed and not to be used without prior written approval from PCCA (see Special Conditions 1.05). This is a lump sum bid item.

[B] Additive Bid Item 1: Cleaning and recoating of the steel sheet pile system on the backside of the East and West Trestles. This is a unit price bid item.

[C] Additive Bid Item 2: Cost to provide additional spalling repairs to include removal of unsound concrete, cleaning of debris, loose material, and scale, installation of supplementary rebar as necessary, and installation of concrete repair material. This is a unit price bid item.

[D] Additive Bid Item 3: Cost to provide additional crack repairs to include additional chipping and cutting of concrete as well as sealing the crack and injecting repair material. This is a unit price bid item.

[E] Additive Bid Item 4: STANDBY TIME. Amount to be paid to the Contractor if and when dock utilization and cargo transfer preents the Contractor from working a minimum of 16 days within any one calendar month. Refer to Special Conditions Section 1.08. This is a unit price bid item

[F] Additive Bid Item 5: Cost to remove existing bull rail, furnish and install new bull rail. This is a unit price bid item

[G] Evaluated Bid: To rate the bids on an equitable basis and provide the most value to the PCCA, the bids will be evaluated using the following formula. Bidder must complete this formula.

Read By: Melinda Licon

Tabulated By: Jesus Cavazos

Checked & Prepared By: Jesus Cavazos

Date: March 20, 2025

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of April 22, 2025

DATE:	April 22, 2025
TO:	Port Commission
FROM:	Natasha Fudge, P.E. Director of Engineering Services
ANTICIPATED STAFF PRESENTER:	Amelie Arvin, EIT Project Engineer

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

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

BACKGROUND: Oil Dock 15 was constructed in 2018 with a berth depth of -49 feet Mean Lower Low Water (MLLW); however, the dock was designed to accommodate future berth deepening to a maximum depth of -58 feet MLLW. With the PCCA's Channel Improvement Project (CIP) dredging efforts nearing completion, PCCA now intends to deepen the Oil Dock 15 (OD15) slip, which warrants assessing the existing dock supporting structure, breasting and mooring components, and the block-matted bank slope protection system to ensure they are suitable for deeper berth depths.

Additionally, with the deeper channel depth and the proximity of the dock to the mouth of the Inner Harbor, it is worthwhile to also analyze the existing dock facility to identify modifications that would be required to accept Very Large Crude Carriers (VLCCs) at the dock in the future should market conditions warrant.

Also related to OD15 is a strong recommendation from the Aransas Corpus Christi Harbor Pilots for consideration to construct one additional mooring point to the west of OD15 to provide optimal mooring for the larger Suezmax sized vessels that call at the dock.

Therefore, staff engaged Jacobs Engineering Group, Inc. to negotiate a professional services contract to perform engineering services to achieve these project objectives.

Jacobs Engineering will provide the following services under this design contract:

1. Dock Assessment for Deeper Depth: Perform field work and detailed analysis to evaluate and assess the existing dock supporting structure, associated waterside components, and bank slope to ensure they are suitable for deeper dredge depth.

Effort also includes the determination of the max dredge depth that the dock can sustain that will result in minimal modifications and also to develop a technical report with findings and recommendations.

2. Desktop Mooring, Berthing, and Passing Vessel Analysis: To evaluate the existing dock structure and determine whether modifications are required to accommodate Very Large Crude Carriers (VLCCs). This analysis is in conjunction with the channel infrastructure turning basin analysis at the mouth of the Inner Harbor.

3. Additional Mooring Structure Design, Bid, and Construction Support: In order to facilitate an optimal mooring arrangement at Oil Dock 15 for the larger Suezmax vessels, Jacobs will be providing design services to develop construction drawings and technical specifications for construction of one additional mooring point on the west portion of the dock. Jacobs will be designing a suitable mooring structure and bollard and analyzing the best placement of this mooring structure for not only Suezmax vessels but also to potentially serve future VLCCs as well. This additional mooring point was strongly recommended by the Aransas Corpus Christi Harbor Pilots.

4. As-Built Drawings: Jacobs will prepare an as-built drawing set of Oil Dock 15, incorporating information from Piping & Instrumentation Diagrams (P&ID), piping layouts, and electrical sheets from the original construction of the dock.

This project aims to enhance the functionality of Oil Dock 15 by increasing its berth depth and improving its mooring capabilities, ensuring it meets the evolving needs of the port and its stakeholders.

Staff solicited a Request for Qualifications for engineering services for various projects in 2024, including improvements to existing docks and infrastructure, such as this project. A PCCA evaluation group selected Jacobs Engineering Group, Inc. (Jacobs) as the most qualified firm for this project. Jacobs has worked with the PCCA before on numerous dock projects, providing engineering services for notable projects including the original Oil Dock 15 Project (under their former name CH2M Hill Engineers, Inc.), the Cargo Docks 14, 15, 16, and Bulk Dock 1 Maintenance Project, the 2021 Facilities Condition Assessment, the Good Hope DMPA Cell J Levee Raise Project, and numerous underwater dock inspections of our docks.

Staff negotiated the attached service order with Jacobs in the amount of $305,896.37.

ALTERNATIVES: None.

CONFORMITY TO PORT POLICY: This project is in alignment with the mission of the Port. The project conforms to the PCCA's Strategic Plan 2026 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).
EMERGENCY: No.

FINANCIAL IMPACT: This project is included in this year's budget with an allocation of $500,000 in 2025.

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

DEPARTMENTAL CLEARANCES:

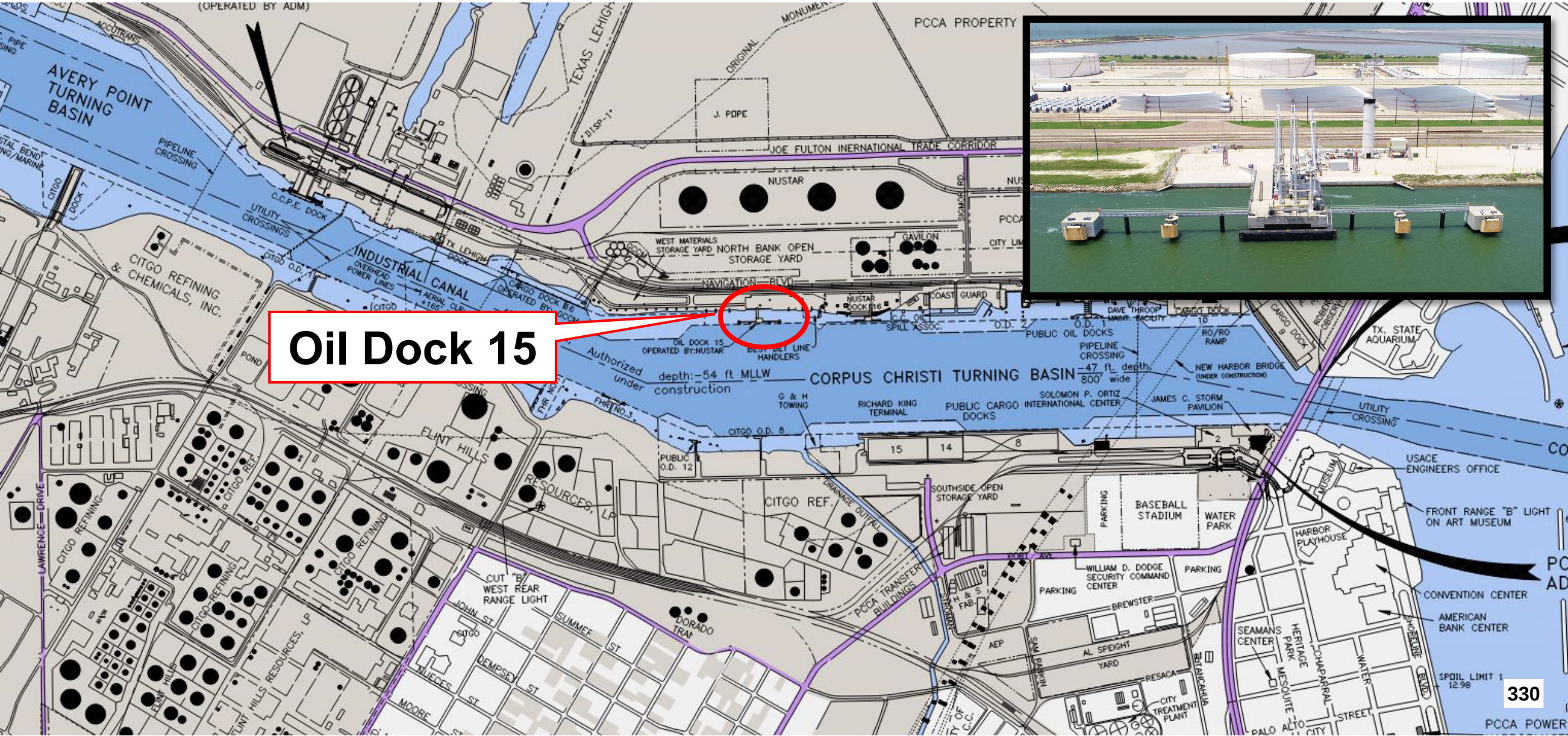
Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Sonya Lopez-Sosa
	Jacob Morales
	Amelie Arvin
Legal	Standard Service Order
Executive Staff	Kyle Hogan
	Kent Britton

LIST OF SUPPORTING DOCUMENTS:

Exhibit
Service Order

Oil Dock 15 Deepening Project

Project Location



SERVICE ORDER
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 24-04

PROJECT NAME: Oil Dock 15 Deepening
PROJECT NO. 25-030A
SERVICE ORDER NO. 2
COMMENCEMENT DATE: April 22, 2025

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and Jacobs Engineering Group, Inc. ("**Engineer**"). PCCA and Engineer agree that all of the Services authorized by this Service Order shall be subject to the terms and conditions of PCCA's Master Services Agreement No. **24-04** between PCCA and Engineer, as amended ("**Agreement**"). Upon execution of this Service Order, the Agreement shall be incorporated into and be considered part of this Service Order as if set forth herein in its entirety. Any capitalized terms in this Service Order that are not defined herein shall have the meanings given to them in the Agreement. If there is any inconsistency between the terms of this Service Order and the terms of the Agreement, the terms of this Service Order will control.

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

1. Description of Project:

This Project generally includes the analysis of existing conditions at Oil Dock 15 to determine if modifications are needed to dredge the slip to -58' MLLW or -60' MLLW and to additionally determine if, and identify which modifications are needed for the dock to accept VLCC vessels. The scope also includes the design of a new mooring point, as requested by the Aransas - Corpus Christi Harbor Pilots.

2. Services of Engineer (Scope of Services)

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

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

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

addendums, change orders, and any other engineering-based document on which the PCCA will rely on for significant decisions, planning, and/or construction. If there is more than one responsible engineer, the respective responsibilities must be noted accordingly.

3. PCCA's Responsibilities

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

4. Service Order Schedule

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

Preliminary Design Report		
ACTION	**ALLOTTED CAL. DAYS**	**DUE ON OR BEFORE**
PCCA Commencement Date	-	4/22/2025
• **Engineer – Interim Review Preliminary Design Report Submittal**	**59**	**6/21/2025**
PCCA Team Review	21	7/12/2025
• **Engineer – Sealed Preliminary Design Report Submittal**	**21**	**8/2/2025**

Mooring Point Design		
ACTION	**ALLOTTED CAL. DAYS**	**DUE ON OR BEFORE**
PCCA Commencement Date	-	4/22/2025
• **Engineer – 45% Design Submittal**	**46**	**6/7/2025**
PCCA Team Review	21	6/28/2025
• **Engineer – 90% Design Submittal**	**42**	**8/9/2025**
PCCA Team Review	21	8/30/2025
• **Engineer - Final Sealed Documents Submittal**	**7**	**9/6/2025**

This Service Order will expire on June 30, 2026.

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

5. Method of Compensation

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

The Ceiling Price for this Service Order is $305,896.37.
The estimated amount of compensation payable for each category of services rendered under this Service Order is as follows:

SERVICE	NOT TO EXCEED AMOUNT
BASIC SERVICES:	
Preliminary Design Phase	$ 153,241.06
Final Design Phase	$ 120,730.05
Bid Phase	$ 4,205.70
Construction Phase	$ 27,719.56
Subtotal, Basic Services	**$ 305,896.37**
SUPPORT SERVICES:	
Not Included	$ -
Subtotal, Support Services	**$ -**
SUMMARY OF FEES:	
Basic Services Fee	**$ 305,896.37**
Support Services Fee	**$ -**
TOTAL CONTRACT NOT TO EXCEED FEE AMOUNT	**$ 305,896.37**

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

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

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

8. **Insurance Requirements:**

Engineer shall maintain the insurance coverage described in Article 11 of the Agreement for as long as Engineer is providing services under this Service Order.

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

Exhibit A – Engineer's Services for Service Order

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

11. **Terms and Conditions**

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

[Signature page follows this page]

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

PCCA:

Port of Corpus Christi Authority of Nueces County, Texas

By: _____

Name: Kent Britton

Title: Chief Executive Officer

Date Signed: _____

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

PCCA's Designated Representative:

Natasha Fudge, P.E.

Title: Director of Engineering Services

Phone Number: (361) 885-6686

Email: Natasha@pocca.com

PCCA's Project Manager:

Amelie Arvin, EIT

Title: Project Engineer

Phone Number: (361) 885-6650

Email: aarvin@pocca.com

Engineer:

Jacobs Engineering Group, Inc.

By: _____

Name: Jeff Ely, P.E.

Title: Manager of Projects

Date Signed: _____

Address for giving notice:
555 N. Carancahua, Suite 320
Corpus Christi, TX 78401

Engineer's Designated Representative:

Jeff Ely, P.E.

Title: Manager of Projects

Phone Number: (713) 822-7246

Email: jeff.ely@jacobs.com

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

EXHIBIT A
ENGINEER'S SERVICES FOR SERVICE ORDER

PART 1 - BASIC SERVICES

A1.01 Preliminary Design Phase

A. Engineer shall:

1. Attend meetings to review the general scope of work, objectives, and key elements of the Project, including anticipated budget and schedule. Meetings, agendas, and minutes included in this scope of work are as follows:

    a. Two in person meetings with PCCA

    b. Two in person meetings with the facility Tenant and Aransas - Corpus Christi Harbor Pilots

    c. Ten biweekly progress meetings via teleconference/virtually

2. Engineer will proceed with the study and evaluation of:

    a. Slope stability

    b. Erosion susceptibility

    c. Bulkhead design

    d. Mooring, berthing, and passing vessel effects

3. 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. Two (2) site visits are included in this scope of work.

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

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

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

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

a. geotechnical investigations

b. topographical surveys

c. utility mapping

7. Perform the following:

   a. Project setup on Jacobs' system, and monthly administration and invoicing.

   b. Plot "as-built" drawings from Jacobs records produced during the Oil Dock 15 design project. Collect and provide P&ID, Piping, and Electrical sheets produced by other consultants as they exist in Jacobs records. Additionally, provide CAD files when available.

   c. Slope stability and erosion susceptibility analysis for the proposed dredge slope

   d. Preliminary design for an approximate 10-foot high cantilever bulkhead, or otherwise required to fulfill design criteria

   e. Mooring, berthing, and passing vessel analysis

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

9. Assumptions and exclusions as follow:

   a. All existing structures can withstand the conditions described in the existing Oil Dock 15 design drawings. Such elements will not be checked to further verify capacities.

   b. Proposed deepening will not extend deeper than -59.42' MLLS.

c. No field work, other than two site visits, are included in this scope of work. All survey and geotechnical information utilized are the documents currently in the consultant's possession.

d. Permitting Assistance Services: Regulatory permitting assistance, consultation or coordination is limited to the development of permit drawings for the PCCA's permit application which the PCCA will submit to USACE. The PCCA will lead the permitting effort for this project. Engineer shall provide permit drawings based on the 30% Design drawings.

10. Prepare a single PDF electronic file of the Preliminary Design Phase documents as described above in a bound Preliminary Design Report (the "***Report***") as requested by PCCA for interim review. Each section of the Report PDF shall be bookmarked. The bound Report will, as appropriate, include a Cover with the PCCA project name and number and the Engineer and Firm identification, a Table of Contents, a brief 1-3 page Executive Summary, the appropriate report narrative with exhibits and photos to clearly indicate the agreed-to scope and objective(s), requirements, considerations involved, and Engineer's recommended solution(s) and alternative(s) when applicable. The existing topographic survey, existing geotechnical report, and site visit report should be included in the Report Appendix. For each recommended solution or alternative option, Engineer will provide a separately itemized Opinion of Probable Construction Cost (OPCC). The OPCC should generally follow the guidance of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice (RP) 17R-97 with an estimated contingency percentage appropriate to the preliminary or 30% design Class 3 OPCC.

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

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

13. In accordance with the time allotted in the Contract Schedule, revise the interim Preliminary Design Report and any other Preliminary Design Phase deliverables in response to PCCA's comments, as appropriate, and furnish one single, bookmarked PDF electronic file of the signed and sealed Preliminary Design Report along with the AutoCAD Civil 3D files of the layouts and Survey or exhibits when applicable and any other Preliminary Design Phase deliverables to the PCCA. Engineer shall

provide written responses to PCCA comments from the interim submittal to indicate how/where the comment has been addressed and shall confirm in writing that PCCA's comments have been addressed or resolved in the sealed Preliminary Design Report.

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

C. Deliverables for the Preliminary Design Phase include:

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

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

3. Development of permit drawings for the PCCA's permit application which will be submit to USACE

4. Reference documents such as a Geotechnical Report, related reports, historical record drawings. Include applicable reference documents in the Design Report Appendix and list in the Table of Contents.

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

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

A1.02 Final Design Phase – Additional Mooring Point

A. Engineer shall:

1. Prepare applicable final design calculations, Basis of Design, 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 (included in A1.01).

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

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

5. Construction Drawings (and other drawings such as Survey Drawings and Record Drawings) are to be prepared using a contemporary (less than 5 years old) version of AutoCAD. CAD files are to include all constituent components. An equivalency table shall be provided for all abbreviated point descriptions. External references shall be validated to confirm broken or circular references are not present. Include all project external reference CAD files in the appropriate coordinate system with submittal as independent files. Prior to submittals, utilize 'etransmit' to confirm inclusion of ctb., fonts, XREF, etc. and to preserve the file directory structure. The CAD files shall be provided with the final sealed submittal, with the completed Record Drawings.

6. Prepare and assemble 45% Design. Although all details and cross references may not be complete, the 60% submittal shall clearly reflect the essential existing and proposed project elements and design intent and shall identify any significant outstanding or remaining issues that need to be resolved. Provide Engineer recommendations as appropriate. Submit electronic files of the 45% deliverables to the PCCA for interim review in accordance with the Contract Schedule. Deliverables for the 45% Design Submittal include:

    a. Completed Design Submittal Package Transmittal Form to document the deliverables contained in the 45% submittal.

    b. Completed Consultant Design Submittal Summary Form.

    c. 45% OPCC in the format of the anticipated Bid Breakdown (PDF).

    d. 45% Drawings for interim review (PDF). Flatten and size for printing to a measurable scale on 11" x 17" sheets. Confirm printability of the PDF prior to submittal.

    e. Basis of Design

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

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

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

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

   b. Completed Consultant Design Submittal Summary Form.

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

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

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

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

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

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

10. Within the time required by the Contract Schedule, PCCA will provide Engineer with any instructions for revisions for the final documents that are to be sealed by a Registered Professional Engineer licensed to practice in the State of Texas. The

Drawings and Specifications shall not be sealed prior to receipt of confirmation from the PCCA that they have been reviewed and are acceptable for finalizing.

11. Assumptions and exclusions as follows:

    a. No survey control, topographic survey, or hydrographic survey is included in this scope of work. Existing survey data in the consultant's possession will be used for this purpose.

    b. SWPPP is not required.

    c. No utility engineering, electrical engineering, or lighting design is included in this scope of work.

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

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

    b. Completed Consultant Design Submittal Summary form.

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

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

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

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

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

B. Engineer shall conduct an internal quality control review of all Final Design Phase deliverables for reasonable accuracy, completeness, clarity, and constructability prior to submitting to PCCA for review. The Consultant's review shall be conducted by senior level professionals with appropriate experience for each discipline of work. Submittals

deemed not suitable for distribution or issue due to lack of information, lack of clarity, or significant errors or conflicts will be returned to Consultant for a revised submittal at no added cost to PCCA or extension to the overall Project schedule. The general basis of a re-submittal request will be provided with the return, but a detailed review will not be conducted on an incomplete submittal.

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

A1.03 Bidding or Proposal Negotiating Phase

A. Upon request by PCCA, Engineer shall provide up to 20 engineering service hours toward the following Bidding or Proposal Negotiating Phase services. If requested by PCCA (and within the service hour limit), Engineer shall:

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

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

3. Assist PCCA in evaluating bids or proposals.

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

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

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

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

B. Within five business days of the bid opening - Engineer shall prepare and submit a PDF of the conformed drawings incorporating the addenda issued during the Bid Phase. The phrase 'CONFORMED DRAWING' with the date shall be added adjacent to the

Engineer's seal on the Cover Sheet, and the title block of each modified sheet (i.e., each addenda sheet) shall be marked 'Conformed Drawing' and shall be sealed by a registered Professional Engineer licensed to practice in the State of Texas. The addenda issued information shall remain intact. The conformed drawings shall not be otherwise altered from the bid and addenda issues.

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

A1.04 Construction Phase

A. To support general construction administration (not to be interpreted as Project Representative), upon request by PCCA the Engineer shall provide up to 30 engineering service hours toward the following Construction Phase services. If requested by PCCA (and within the service hour limit), Engineer shall:

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

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

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

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

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

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

   b. The purpose of Engineer's visits to the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for PCCA a greater degree of confidence that the completed Work will conform in general

to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

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

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

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

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

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

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

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

13. Inspections and Tests:

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

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

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

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

16. Contractor's Completion Documents: Review maintenance and operating instructions, schedules, guarantees, certificates of inspection, tests and approvals, and

Submittals, Shop Drawings, Samples, and other data submitted by Contractor. Review Contractor's redline drawings and as-built records and prepare and submit Record Drawings to PCCA as further described below.

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

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

B. Record Drawings: Prepare Record Drawings from Contractor's as-built records (Contractor's red-line markups) and furnish the digital Record Drawings to PCCA in PDF and with bound AutoCAD files (Civil 3D required for Civil discipline) to match the PDF within 30 calendar days of receipt of Contractor's as-builts. Contractor red-line markups must be of sufficient quality to facilitate this task. RFI's or sketches stapled to project drawings are not considered sufficient for this purpose. Supplement Record Drawings with information regarding the completed Project, site, and immediately adjacent areas if obtained by Engineer from field observations, PCCA, utility companies, and other reliable sources. The Record Drawings shall:

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

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

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

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

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

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

PART 2 – SUPPORT SERVICES – *NOT INCLUDED IN THIS SERVICE ORDER*

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of April 22, 2025

DATE: April 22, 2025

TO: Port Commission

FROM: Daniel J. Koesema, P.E., CFM
Director of Channel Infrastructure

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

SUMMARY: Staff requests approval of Task Order No. 7 with Callan Marine Ltd. under Master Services Agreement No. 21-01 in an amount not to exceed $2,884,093 to perform maintenance dredging at eleven PCCA maintained docks.

BACKGROUND: The PCCA's Dredging Services Program was developed in 2020 to improve response times to reduce dredging costs, increase response times to dredging needs, and establish a routine maintenance plan to minimize draft restrictions. Under this program, we perform dredging at PCCA facilities and offer these services to PCCA customers, as requested.

Staff negotiated Task Order No. 7 with Callan Marine Ltd. (Callan) to perform maintenance dredging at eleven (11) PCCA maintained docks located in the Inner Harbor Reach. Task Order No. 7 is a unit-based contract in accordance with the MSA. The estimated total compensation for this task order is $2,884,093. The scope generally includes mobilization, demobilization, dredge pipe installation and management, dredging, allowances for standby time and debris disposal, and performance and payment bonds. Should the final costs exceed the estimated total compensation due to variances in actual quantities, staff will return to commission for additional funds.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: The project conforms to the PCCA's Strategic Plan 2026 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

EMERGENCY: N/A

FINANCIAL IMPACT: The 2025 Budget includes $4,300,000 for maintenance dredging, of which $3,200,000 is allocated for work at these docks.

STAFF RECOMMENDATION: Staff recommends approval of Task Order No. 7 with Callan Marine Ltd. under Master Services Agreement No. 21-01 in an amount not to exceed $2,884,093 to perform maintenance dredging at eleven PCCA maintained docks.

DEPARTMENTAL CLEARANCES:

Originating Department	Channel Infrastructure
Reviewed & Approved	Dan Koesema
Legal Reviewed by	Dane Bruun
Executive Staff	Kent Britton
	Kyle Hogan

LIST OF SUPPORTING DOCUMENTS:

Callan Marine Ltd. Task Order No. 7
Map Exhibit

TASK ORDER
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 21-01

PROJECT NAME: Annual Dredging Services
PROJECT NO. 25-412A
TASK ORDER NO. 7
COMMENCEMENT DATE: April 22, 2025

This Task Order is executed by and between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and Callan Marine, Ltd ("**Contractor**"). PCCA and Contractor agree that all of the Services authorized by this Task Order shall be subject to the terms and conditions of PCCA's Master Services Agreement No. 21-01 between PCCA and Contractor, as amended ("**Agreement**"). Upon execution of this Task Order, the Agreement shall be incorporated into and be considered part of this Task Order as if set forth herein in its entirety. Any capitalized terms in this Task Order that are not defined herein shall have the meanings given to them in the Agreement. If there is any inconsistency between the terms of this Task Order and the terms of the Agreement, the terms of this Task Order will control.

Contractor will provide the Services described in the Services of Contractor below in connection with the Specific Project described below.

1. **Description of Specific Project**

   Perform maintenance dredging at PCCA maintained Oil Docks 1, 3, 4, 7, 8, 9, 10, 11, 14, & 15; and Epic Dock.

2. **Services of Contractor (Scope of Services)**

   The specific services to be provided or furnished by Contractor under this Task Order are set forth in "Part 1—Services" of Exhibit A, "Contractor's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

3. **Task Order Schedule**

   In addition to any schedule provisions provided in **Exhibit A** or elsewhere, the parties shall meet the following schedule:

Estimated Start Date (to be coordinated between PCCA and Contractor)	May 12, 2025
Estimated Completion Date	August 31, 2025

- **This Task Order will expire December 31, 2025.**

4. **Method of Compensation**

This Task Order is a unit price contract. PCCA shall pay Contractor for services rendered under this Task Order based on actual quantities in accordance with the Agreement.

The estimated total for this Task Order is $2,884,093.

Description of Service	Amount
A. Mobilization (Lump Sum)	$ 417,606
B. Dredge Pipe Installation (Unit Price)	$ 919,755
C. Dredging (Unit Price)	$ 1,016,604
D. Allowance for Standby (Unit Price)	$ 467,506
E. Allowance for Debris Disposal (Unit Price)	$ 20,000
F. Performance and Payment Bonds (Lump Sum, 1.5% of Items A. through E)	$ 42,623
ESTIMATED TOTAL COMPENSATION	$ 2,884,093

The terms of payment are set forth in Article 4 of the Agreement.

5. **Subcontractors retained or that will be retained as of the Commencement Date of the Task Order:** Not Applicable.

6. **Other Modifications to the Agreement or the Exhibits to the Agreement:** Not Applicable.

7. **Exhibits or Attachments to this Task Order:** Not Applicable

8. **Documents (other than the Agreement) Incorporated by Reference:** Not Applicable

9. **Terms and Conditions**

Execution of this Task Order by PCCA and Contractor shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Contractor is authorized to begin performance upon its receipt of a copy of this Task Order signed by PCCA.

[Signature page follows this page]

IN WITNESS WHEREOF, each Party has executed this Task Order effective for all purposes as of the Commencement Date.

PCCA:

Port of Corpus Christi Authority of Nueces County, Texas

By: _____

Name: Kent Britton

Title: Chief Executive Officer

Date Signed: _____

Address for giving notice:
400 Charles Zahn, Jr. Drive
Corpus Christi, Texas 78401
Attention: Director of Channel Infrastructure

PCCA's Designated Representative:

Daniel J. Koesema, PE, CFM

Title: Director of Channel Infrastructure

Phone Number: (361) 885-6138

E-Mail Address: dan@pocca.com

Contractor:

Callan Marine, Ltd.

By: _____

Name: Frank J. Belesimo

Title: Executive Vice President

Date Signed: 04/16/2025

Address for giving notice:
P.O. Box 17017
Galveston, TX 77552

Contractor's Designated Representative:

Frank J. Belesimo

Title: Executive Vice President

Phone Number: (409) 762-0124

E-Mail: FBelesimo@callanmarineltd.com

EXHIBIT A
CONTRACTOR'S SERVICES FOR TASK ORDER

PART 1—SERVICES

A1.01 ***Task Order No. 7 Maintenance Dredging***

The Contractor will perform maintenance dredging at PCCA maintained Oil Docks 1, 3, 4, 7, 8, 9, 10, 11, 14, & 15; and Epic Dock.

Mobilization

Contractor will mobilize dredge plant, dredge pipe, and all necessary equipment to Port of Corpus Christi.

Contractor will prepare Pre-Dredging Submittals in accordance with the Master Services Agreement.

Dredge Pipe Installation

Contractor will coordinate with PCCA and all parties affected by dredge pipe installation.

Contractor will coordinate any required channel closures with PCCA and USCG for installation of submerged dredge pipe across the Corpus Christi Ship Channel.

Dredging

Contractor will perform maintenance dredging at PCCA maintained Oil Docks 1, 3, 4, 7, 8, 9, 10, 11, 14, & 15; and Epic Dock.

Contractor will prepare and submit daily progress reports in accordance with the Master Services Agreement.

Contractor will prepare submittals in accordance with the Master Services Agreement and coordinate with PCCA and PCCA's Third-Party Surveyor for each dock.

Standby Time

Contractor will submit organized photographs and documentation with daily progress reports to document standby time related to removal of debris and/or traffic delays.

Debris Disposal

Contractor will prepare organized documentation and photographs of debris disposed from dredging operations.

Demobilization

Contractor will demobilize dredge plant, dredge pipe, and all equipment.

Contractor will prepare Post-Dredging Submittals in accordance with the Master Services Agreement.

Annual Dredging Services

Task Order No. 7 Maintenance Dredging



PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of April 22, 2025

DATE: April 22, 2025

TO: Port Commission

FROM: Tony MacDonald
Director of Operations

Award a construction contract to Rooted Land Management, LLC, in the amount of $382,340 for the Security Fence Improvements at Rincon and Viola Project.

SUMMARY: Staff recommends the Port Commission award a construction contract to Rooted Land Management, LLC, in the amount of $382,340 for the Security Fence Improvements at Rincon and Viola Project.

BACKGROUND: The security of our facilities is of utmost importance to the PCCA as well as our customers**.** The current security fencing along the north side of the Viola Turning Basin is showing major signs of deterioration and beginning to fail in some locations. Temporary repairs have been made to the fence, and it is in need of immediate replacement. The Rincon Storage Yard, located on the north side of Joe Fulton Corridor in the Rincon Industrial District, is primarily used for storing windmill blades until they are shipped out by rail or truck. Currently, the yard does not have any fencing restricting access. This has allowed unauthorized individuals to access the yard and vandalize property.

The scope of work for this project is to replace the deteriorating fence along the north side of the Viola Turning Basin and to install new fence along the Rincon West Storage Yard to deter unauthorized access. The replacement fence at Viola includes 1,004 linear feet of new fence and two personnel gates to access the existing light and camera pole. The new fence at Rincon includes 5,006 linear feet of new fence, three new gates across the driveways and one railroad track gate.

On April 2, 2025, we received four responses to our solicitation for bids. Rooted Land Management, LLC, was the lowest and best bid at $382,340. Rooted Land Management, LLC, will be a new vendor for PCCA.

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 the 2025 budget.

STAFF RECOMMENDATION: Staff recommends the Port Commission award a construction contract to Rooted Land Management, LLC, in the amount of $382,340 for the Security Fence Improvements at Rincon and Viola Project.

DEPARTMENTAL CLEARANCES:

Originating Department	Operations
Reviewed & Approved	Tony MacDonald
Procurement	Cindy Bertolami
Legal	Standard Construction Contract
Senior Staff	Kent Britton
	Kyle Hogan

LIST OF SUPPORTING DOCUMENTS:
Solicitation Results

SECURITY FENCE IMPROVEMENTS AT RINCON AND VIOLA
PROJECT NO. 24-319A
Bid Opening: April 2, 2025 at 3:00 p.m.

Company Name	Bid Bond or Check	Base Bid[A]	Addendums	
			No. 1	No. 2
Rooted Land Management LLC	5% Bid Bond	$382,340.00	X	X
Fencing Unlimited, LLC	5% Bid Bond	$391,800.78	X	N/A
D & C Fence Company, INC	5% Bid Bond	$429,580.00	X	X
U.S Fence & Gate, Inc	5% Bid Bond	$947,737.00	X	X

*In 45 calendar days

[A] BASE BID: The work generally consists of installing new security fencing and gates at the Rincon storage yard and removing and replacing existing security fencing and gates along the north side of the Viola turning basin. This is a lump sum price.

Read by: Melinda Licon

Tabulated By: Sam Armadillo

Checked & Prepared By: Sam Armadillo

Date: April 2, 2025

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of April 22, 2025

DATE: April 22, 2025

TO: Port Commission

FROM: Jesse Robinson
Director of Asset Management
jerobinson@pocca.com
(361) 885-6198

Adopt a one-year extension of Bulk Fuel Contract with Arguindegui Oil Co. II Ltd. For the Purchase of Bulk Fuel effective April 16, 2025 for Port Facilities (2025 budgeted amount of $300,000)

SUMMARY: Staff requests the Port Commission approve a one-year extension of the bulk fuel contract with Arguindegui Oil Co. II Ltd. for the purchase of bulk fuel effective April 16, 2025, through April 15, 2026.

BACKGROUND: In 2024, the Port Commission awarded a bulk fuel contract to Arguindegui Oil Co. II Ltd. for a one-year term. Arguindegui Oil Co. II Ltd. submitted the lowest competitive bid submitted of $0.5950 per gallon markup for Ultra Low Emission Clear Diesel and $0.5950 per gallon markup for 89 Octane E10 Unleaded Gasoline. The bulk fuel contract includes a one-year extension option. If exercised, the extended term will end April 15, 2026.

ALTERNATIVES: Do not exercise the option to extend and go out for competitive bid.

CONFORMITY TO PORT POLICY: Yes – Strategic Goal #5 – Fund Our Vision

EMERGENCY: No.

FINANCIAL IMPACT: Estimated cost for one-year extension term was included in the 2025 budget at $300,000.

STAFF RECOMMENDATION: Staff recommends the Port Commission approve a one-year contract extension of the bulk fuel contract with Arguindegui Oil Co. II Ltd. effective April 16, 2025, through April 15, 2026, to furnish and deliver ULEC No. 2 Diesel and 89 Octane Unleaded E120 Gasoline at OPIS daily rack rate plus $0.5450 per gallon markup to designated areas within PCCA facilities.

DEPARTMENTAL CLEARANCES:

Originating Department	Operations
Reviewed & Approved	Cindy Bertolami
Legal	Dane Bruun
Executive Staff	Kyle Hogan
	Kent Britton

LIST OF SUPPORTING DOCUMENTS:

Contract Modification No. 1

PORT CORPUS CHRISTI®

CONTRACT MODIFICATION

1. CONTRACT NO.	2. MODIFICATION NO.	3. EFFECTIVE DATE	4. CONTRACTOR NAME
24-505A	1	4/16/2025	Arguindegui Oil Co. II Ltd.

5. CONTRACT MODIFICATION:

The contract identified above is modified as described in Block 8, pursuant to the terms and conditions of the contract. Except as modified herein, all other provisions of the contract (including, but not limited to, price, delivery, and completion date) remain unchanged.

6. AMOUNT OF THIS MODIFICATION:		$300,000.00
PRIOR CONTRACT AMOUNT:		$400,000.00
NEW CONTRACT AMOUNT:		$700,000.00
7. TERM OR PERIOD OF PERFORMANCE:		
PRIOR:		04/16/2024
NEW:		04/15/2026

8. DESCRIPTION OF MODIFICATION:

Approve a one-year extension effective 4/16/2025 – 04/15/2026

Commodity	Mark-up
Ultra Low emission Clear No. 2 Diesel	$0.5950 per gallon
89 Octane E10 Unleaded Gasoline	$0.5950 per gallon

9. CONTRACTOR

Beto Lopez, Credit/Pricing Manager Arguindegui Oil Co. II, Ltd	Signature of Authorized Agent	Date

10. PORT OF CORPUS CHRISTI

Jesse Robinson, Director of Asset Management **Name and Title (Type or Print)**	Signature	Date
Kyle Hogan, Chief Operating Officer Name and Title	Signature	Date

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of April 22, 2025

DATE:	April 22, 2025
TO:	Port Commission
FROM:	Natasha Fudge, P.E. Director of Engineering Services
ANTICIPATED STAFF PRESENTER:	Roberto DeSantos, P.E. Project Engineer

Approve an amendment to a professional consulting/engineering services contract with Freeman Schroeder Architects, LLC in the amount of $60,000 for additional services associated with the Ortiz Center Interior Improvements Project.

SUMMARY: Staff requests the approval of an amendment to a professional consulting / engineering services contract with Freeman Schroeder Architects, LLC in the amount of $60,000 for additional services associated with the Ortiz Center Interior Improvements Project.

BACKGROUND: The Congressman Solomon P. Ortiz International Center (Ortiz Center), which opened in 2000, was originally designed as an adaptive reuse of and an addition to a 1920s cotton warehouse. Since April 2021, PCCA staff have been working on renovation and repairs to the Ortiz Center, generally under three categories: exterior building envelope repairs and improvements, HVAC system replacement and improvements, and interior renovation and improvements. On July 18, 2023, the Port Commission approved a professional consulting/engineering services contract with Freeman Schroeder Architects, LLC in the amount of $85,000 for services specifically associated with the Ortiz Center Interior Improvements Project. The scope of this contract included assisting the PCCA with repackaging elements from the original Ortiz Center Repairs and Improvements Project into the Interior Improvements Project as well as performing additional design services to include new items that had been added to the overall scope of the project.

As work progresses throughout the building, construction efforts are uncovering building elements that deviate from what was expected or as shown on the original record drawings. These findings result in modifications to building structures, features, and elements to accomplish the designed improvements and upgrades. For example, in the Jim Wells Room/executive session area, unforeseen conditions have emerged during the removal of walls. These previously enclosed areas are now exposed, revealing the need for additional reinforcement to structural members where designed improvements are applying additional load. Staff, in conjunction with consultants, are addressing these issues as they arise to ensure the structural integrity of building elements while maintaining the aggressive project timelines.

The project remains on schedule for substantial completion in October 2025.

The scope of services for this amendment includes additional engineering during project construction for the redesign of overhead door steel framing for the new windstorm overhead door attachment at the mechanical room; new steel frame design to accommodate the new partition walls storage pockets; and the design of steel support framing underneath the existing wood frame mezzanine at the Jim Wells Room/executive session area to accommodate the new floor loads resulting from the new air handling systems. These additional design elements will amount to $31,420. Because of the current experience with unforeseen site condition changes, staff has also included in this amendment an allowance of $28,580 to address any additional and anticipated unforeseen design deviations that may warrant modifications since this project affects the building's structural, HVAC, electrical, and plumbing elements throughout the facility. This results in an amendment total of $60,000.

ALTERNATIVES: None.

CONFORMITY TO PORT POLICY: This project is in alignment with the mission of the Port. The project conforms to the PCCA's Strategic Plan 2026 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

EMERGENCY: No.

FINANCIAL IMPACT: This project is included in this year's budget with an allocation of $9,360,595 in 2025. With this amendment, the total professional consulting/engineering services contract amount will be $145,000.

STAFF RECOMMENDATION: Staff recommends the approval of an amendment to a professional consulting/engineering services contract with Freeman Schroeder Architects, LLC in the amount of $60,000 for additional services associated with the Ortiz Center Interior Improvements Project.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge Sonya Lopez-Sosa Jacob Morales Roberto DeSantos
Legal	Standard professional consulting / engineering services contract amendment
Executive Staff	Kyle Hogan Kent Britton

LIST OF SUPPORTING DOCUMENTS:

Exhibit
Professional consulting / engineering services contract amendment

Ortiz Center Interior Renovation

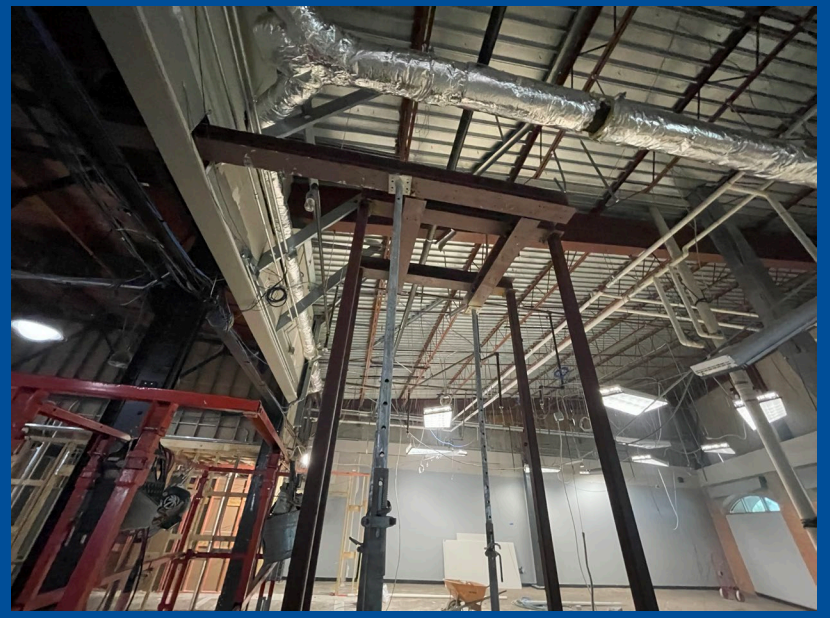
Change Order – Additional Structural Support



Steel reinforcement underneath mezzanine



Steel reinforcement underneath mezzanine



Steel framing for new partition walls

AMENDMENT NO. 2

TO
PROFESSIONAL CONSULTING/ENGINEERING SERVICES CONTRACT
FOR
PROJECT NAME: ORTIZ CENTER INTERIOR IMPROVEMENTS
PROJECT NUMBER: 20-031D

This Amendment No. 2 (the ***"Amendment")*** is made effective as of April 22, 2025 ***("Amendment Date")*** by and between the Port of Corpus Christi Authority of Nueces County, Texas, a navigation district operating under Article XVI, Section 59 of the Texas Constitution ***("Authority"),*** and Freeman Schroeder Architects, LLC (the ***"Consultant/Engineer")***. Authority and Consultant/Engineer are sometimes individually referred to herein as a ***"Party"*** and collectively as the ***"Parties".***

WHEREAS, Authority and Consultant/Engineer entered into a Professional Consulting/Engineering Services Contract dated July 18, 2023 (the ***"Contract"),*** under the terms of which the Consultant/Engineer agreed to perform the services described in the Scope of Services attached to the Contract as **Exhibit A**;

WHEREAS, Authority and Consultant/Engineer executed Amendment No. 1 dated December 31, 2024 to extend the Deadline within Section 2 (Period of Service); and

WHEREAS, the Authority and Consultant/Engineer have agreed (i) to expand the Services to be provided under the Contract, and (ii) to increase the compensation payable to Consultant/Engineer under the Contract.

NOW, THEREFORE, for a good and valuable consideration, the Parties hereby agree as follows:

A. Section 1 of the Contract is amended to include additional scope of services described in and set forth in **Exhibit A-1** to this Amendment, which is incorporated herein by reference.

B. Section 7 (Compensation) of the Contract is amended to include the Fee Schedule described in and set forth in **Exhibit B-1** to this Amendment, which is incorporated herein by reference. The total amount paid to Consultant/Engineer for the Additional Services in **Exhibit A-1,** including reasonable travel expenses and other expenses, shall not exceed **Sixty Thousand Dollars ($60,000).**

C. This Amendment shall be binding on the successors and assigns of the Parties.

D. Except as specifically amended hereby, all terms and conditions of the Contract shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and

conditions of the Contract, the terms and conditions of this Amendment shall control.

E. This Amendment may be executed in multiple counterparts, each of which will be considered to be an original. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. The Parties may provide signatures to this Amendment by facsimile or Adobe ".pdf" file and such facsimile or Adobe ".pdf" file signatures shall be deemed to be the same as original signatures.

In Witness Whereof, the Parties have caused this Amendment to be executed by their duly authorized representatives effective for all purposes as of the 22nd day of April, 2025.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____
Kent Britton
Chief Executive Officer

Date: _____

FREEMAN SCHROEDER ARCHITECTS, LLC

By: _____
Sheldon Schroeder
AIA Project Manager

Date: _____

Exhibit A-1

AMENDMENT NO. 2 - ADDITIONAL SCOPE OF SERVICES

PART 1 - BASIC SERVICES

A1.01 Preliminary Design Phase

Not included in this Amendment

A1.02 Final Design Phase

Not included in this Amendment

A1.03 Bidding or Proposal Negotiating Phase

Not included in this Amendment

A1.04 Construction Phase

C. **Amendment No. 2 Scope of Services -** Specific additional structural design effort has been necessary for unforeseen conditions within the building. The structural work included below is specifically for design of additional structural elements noted below. This does not project additional structural work that may or may not be required for any other unforeseen conditions that may require additional engineering.

1. Re-design of overhead door support framing to accommodate installation vendor request.

2. Steel support framing for mezzanine floor loads above Commission suite.

3. Allowance to address additional unforeseen building interface items, not to be used without PCCA written approval.

PART 2 - SUPPORT SERVICES

Not included in this Amendment

Exhibit B-1

FEE SCHEDULE

Authority shall pay the Consultant/Engineer will perform the Services described in Exhibit A-1 in accordance with the terms and conditions of this Amendment on an hourly fee basis; provided, however, that the total fee for services (including reasonable travel expenses and other expenses) rendered under this Amendment will not exceed **Sixty Thousand Dollars ($60,000)**, without Authority's written approval. Services provided by Consultant/Engineer will be billed as specified in **Exhibit B** of the original Contract and **Exhibit B-1** of this Amendment. These fees will cover all of Consultant/Engineer's overhead costs, including but not limited to, office rent, long distance telephone charges, postage, payroll, and copying charges.

DESCRIPTION OF SERVICES	Original Contract Breakdown	Amendment No. 1 Breakdown	Amendment No. 2 Breakdown (current)	Amended Total Contract Breakdown
BASIC SERVICES:				
Preliminary Design Phase	$ 14,625.00	$ 0.00	$ 0.00	$ 14,625.00
Final Design Phase	$ 14,625.00	$ 0.00	$ 0.00	$ 14,625.00
Bid Phase	$ 4,475.00	$ 0.00	$ 0.00	$ 4,475.00
Construction Phase	$ 5,460.00	$ 0.00	$ 31,420.00	$ 36,880.00
Additional Scope Services	$ 37,625.00	$ 0.00	$ 0.00	$ 37,625.00
Subtotal, Basic Services	**$ 76,810.00**	**$ 0.00**	**$ 31,420.00**	**$108,230.00**
SUPPORT SERVICES:				
Not included	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Subtotal, Support Services	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 0.00**
SUMMARY OF FEES:				
Basic Services Fee	$ 76,810.00	$ 0.00	$ 31,420.00	$108,230.00
Support Services Fee – *Not included*	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Allowance for additional services *(PCCA's authorization only)*	$ 8,190.00	$ 0.00	$ 28,580.00	$ 36,770.00
TOTAL NOT TO EXCEED AMOUNT	**$ 85,000.00**	**$ 0.00**	**$ 60,000.00**	**$145,000.00**

The Authority agrees to reimburse the Consultant/Engineer for certain authorized and approved travel expenses incurred by the Consultant/Engineer during the Term and directly resulting from the Consultant/Engineer's performance of the Services under this Contract and amendment. Authority will also reimburse the Consultant/Engineer for certain authorized and approved direct costs incurred by the Consultant/Engineer in performing the Services. The Consultant/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 Consultant/Engineer's actual cost.

No later than the tenth (10^{th}) of each calendar month, Consultant/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 Consultant/Engineer in writing (including email) within twenty (20) days of any disputed amounts.

Should this Contract be terminated for any reason, the Consultant/Engineer will be paid all fees earned up to the termination date and any approved direct expenses incurred.

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of April 22, 2025

DATE:	April 22, 2025
TO:	Port Commission
FROM:	Natasha Fudge, P.E. Director of Engineering Services
ANTICIPATED STAFF PRESENTER:	Fernando Quintanilla Project Engineer

Approve a net deductive change order with Callan Marine Ltd. in the amount of ($107,801.91) associated with the Oil Dock 3 Expansion Project, part of the Avery Oil Dock Facility Reconfiguration and Upgrades Project, under the MARAD Port Infrastructure Development Program.

SUMMARY: Staff requests the approval of a net deductive change in the amount of ($107,801.91) with Callan Marine Ltd. for the construction improvements associated with the Oil Dock 3 Expansion Project, part of the Avery Oil Dock Facility Reconfiguration and Upgrades Project, under the MARAD Port Infrastructure Development Program.

BACKGROUND: The Avery Point Terminal, located midway along the PCCA's Inner Harbor, encompasses PCCA's busiest public docks. These docks service Valero, ONEOK (formerly Magellan), and Citgo. Oil Dock 3 (OD3), on the east side of Avery Point, is utilized by all three current Avery Point customers and can accommodate two barges in its current layout. The current expansion project will double barge berth capacity at OD3 to four berths and allow approximately 90% of Avery Point's barge calls to berth at OD3, resulting in a theoretical increase of 44% capacity at Oil Docks 4, 7, and 11 each to accommodate additional ships.

In August 2019, the Port Commission approved staff to apply for the 2019 U.S. Department of Transportation Maritime Administration (MARAD) Port Infrastructure Development Program (PIDP) grant. In February 2020, MARAD notified PCCA that the project was selected as a grant recipient, awarding $17.6 million as an 80% match to the PCCA cost-share of $4.6 million for a total eligible project cost of $22.2 million, the estimated overall cost of the project. The final project cost after value engineering efforts were completed for the design and construction of the Oil Dock 3 South project will be $11.3 million. As there are grant funds remaining, PCCA has been working with MARAD to extend the project completion timeline and to add project elements to further enhance dock operation.

The proposed change order encompasses the following modifications to the contract:

1. **Deduction of $35,726.00** – The southern turning dolphin was not installed since it was determined it was not needed from collaboration between the PCCA and an experienced tug operator that calls at OD3. All construction materials associated with the dolphin were delivered to the PCCA, resulting in this deduction.

2. **Deduction of $130,000.00** – The concrete valley gutter bid item has been removed due to alternative design solutions that were coordinated with customers and were better suited for their operations.

3. **Deduction of $14,000.00** – The bio-swale bid item was removed as part of site layout modifications, with alternative drainage solutions implemented in its place.

4. **Deduction of $132,660.00** – A precious change order contained remaining funds that were not expended because of a reduced concrete containment platform footprint. However, upon further collaboration with customers, select site development modifications to the original design warranted these funds to be reallocated.

5. **Increase of $132,660.00** – This amount accounts for the extension of the robust concrete pavement in lieu of concrete containment platform to better serve customer operations.

6. **Increase of $141,253.34** – This adjustment includes additional work, devices, features, and appurtenances not included in the original change order that added the construction of the sump basin. Additional items consist of:
    - Fabrication of one 8” and one 3” specialized coated steel drain pipes from the containment platform drain to the sump inlet and accompanying 8” and 3” welded P-traps to respective piping.
    - Upgraded coating for all sump piping to support customer products.
    - Purchase and installation of an 8” valve with valve box and cover.
    - Installation of megalugs at the downstream end of the 8” valve.
    - Installation of a DWYER pressure transducer with a PVC stilling well enclosure inside sump basin.
    - Installation of strobes and alarms for the high-level float alarm.
    - Installation of a ladder from the manhole to the sump floor.
    - Replacement of a standard 24” manhole with a 32” watertight manhole.

7. **Increase of $1,430.20** – This cost accounts for routing transducer communication wiring from the top of the sump to the inside of dockhouse.

8. **Increase of $49,240.55** – This amount includes soft soil mitigation measures underneath pavement extension and additional concrete beams and sloped flares to reinforce and protect the extended pavement slab from settling and stormwater runoff erosion.

9. **Deduction of $120,000.00** – This deduction reflects unused standby charges associated with Additive Bid Item No. 2.

These adjustments ensure that the project scope accurately reflects the necessary modifications while maintaining efficiency and fiscal responsibility and meets customer needs. With all items combined, the change order total is a net deductive amount of ($107,801.91) and will add 60 calendar days to construction duration.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: This project is in alignment with the mission of the Port. The project conforms to the PCCA's Strategic Plan 2026 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

EMERGENCY: No.

FINANCIAL IMPACT: This project is included in this year's budget with an allocation of $500,000 in 2025. The PIDP grant has an 80% federal grant / 20% PCCA cost share.

STAFF RECOMMENDATION: Staff recommends the approval of a net deductive change order with Callan Marine Ltd. in the amount of ($107,801.91) associated with the Oil Dock 3 Expansion Project, part of the Avery Oil Dock Facility Reconfiguration and Upgrades Project, under the MARAD Port Infrastructure Development Program.

DEPARTMENTAL CLEARANCES:

Originating Department	Engineering Services
Reviewed & Approved	Natasha Fudge
	Sonya Lopez-Sosa
	Jacob Morales
	Fernando Quintanilla
Legal	Standard Change Order
Senior Staff	Kent Britton
	Kyle Hogan

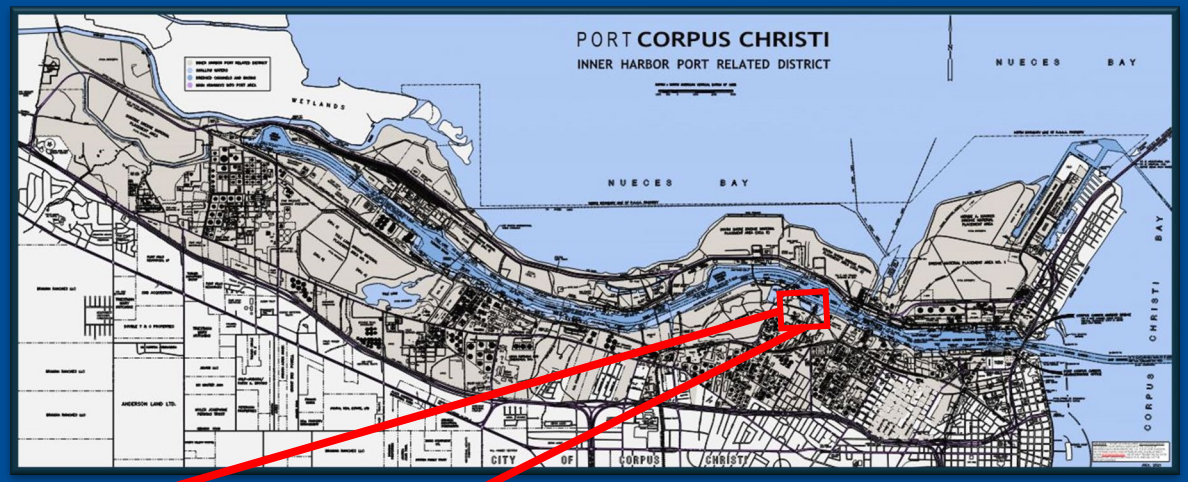
LIST OF SUPPORTING DOCUMENTS:

Exhibit
Change Order

Oil Dock 3 Expansion – Sump Basin

Project Location





Project Location

PORT CORPUS CHRISTI®

CHANGE ORDER

Change Order No. 17
April 22, 2025

PROJECT: Oil Dock 3 Expansion (Avery Public OD Redevelopment – Phase 1)
PROJECT NUMBER: 18-044B
CONTRACTOR: Callan Marine, Ltd.

****

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.

Change in Contract Amount:	$ -107,801.91
Change in Contract Time:	60 days

****

Awarded Contract Amount:	$ 9,559,601.00
Total Amount of Previous Change Orders:	$ 2,457,366.33
Amount of this Change Order:	$ -107,801.91
Revised Contract Amount:	$ 11,909,165.42

Notice to Proceed Date:	November 28, 2022
Original Contract Time:	300 days
Previous Changes in Contract Time:	524 days
Calendar Days for this Change Order:	60 days
Revised Contract Time:	884 days
Required Completion Date:	April 30, 2025

****

The change in contract amount incorporates all costs for this Change Order including but not limited to the following—direct and indirect costs, overhead, profit, insurance, bonds, labor, materials, equipment, supervision, and delays. This Change Order is accepted and executed by the Port of Corpus Christi Authority and Contractor as signed by their duly authorized representatives below.

Port of Corpus Christi Authority

By: _____
Fernando Quintanilla
Project Engineer

By: _____
Jacob Morales
Chief of Design & Construction

Date: _____

Contractor

By: _____

Name *(Printed)*: _____

Title: _____

Date: _____

****

Codes for PCCA use only:

VE	SC	OR	MD	SCH
		($107,801.91)		

DRAFT

PORT CORPUS CHRISTI®

CHANGE ORDER

Change Order No. 17
April 22, 2025

PROJECT: Oil Dock 3 Expansion (Avery Public OD Redevelopment – Phase 1)
PROJECT NUMBER: 18-044B
CONTRACTOR: Callan Marine, Ltd.

****

1. Decrease in contract amount, the southern turning dolphin was not installed since it was determined it was not needed from collaboration between the PCCA and an experienced tug operator that calls at OD-3. All construction materials associated with the dolphin were delivered to the PCCA, resulting in this deduction.

   Decrease in contract amount ($ 35,726.00)

2. Decrease in contract amount for the concrete valley gutter bid item being removed due to alternative design solutions that were coordinated with Customer and better suited for their operations.

   Decrease in contract amount ($ 130,000.00)

3. Decrease in contract amount for the removal of the bio-swale bid item as part of site layout modifications, with alternative drainage solutions implemented in its place.

   Decrease in contract amount ($ 14,000.00)

4. Decrease in contract amount for Change Order #4 contained remaining funds that were not expended because of a reduced concrete containment platform footprint. However, upon further collaboration with Customer associated with select site development modifications to the original design warranted these funds to be reallocated to Change Order Request Item #5.

   Decrease in contract amount ($ 132,660.00)

5. Increase in contract amount for the extension of the robust concrete pavement in lieu of concrete containment platform to better serve Customer operations.

   Increase in contract amount $ 132,660.00

6. Increase in contract amount for additional work, devices, features, and appurtenances not included in the original Change Order #15 – construction of the Sump Basin. Additional items consist of:
   - Fabrication of one 8” and one 3” specialized coated steel drainpipes from the containment platform drain to the sump inlet and accompanying 8” and 3” welded P-traps to respective piping.
   - Upgraded coating for all sump piping to support Customer products.
   - Purchase and installation of an 8” valve with valve box and cover.
   - Installation of megalugs at the downstream end of the 8” valve.
   - Installation of a DWYER pressure transducer with a PVC stilling well enclosure inside sump basin.

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PORT CORPUS CHRISTI®

CHANGE ORDER

PROJECT: Oil Dock 3 Expansion (Avery Public OD Redevelopment – Phase 1)
PROJECT NUMBER: 18-044B
CONTRACTOR: Callan Marine, Ltd.

****

- Installation of strobes and alarms for the high-level float alarm.
- Installation of a ladder from the manhole to the sump floor.
- Replacement of a standard 24" manhole with a 32" watertight manhole.

Increase in contract amount	$	141,253.34
Increase in contract time		48 days

7. Increase in contract amount for the cost associated with routing transducer communication wiring from the top of the sump to the inside of dock house.

Increase in contract amount	$	1,430.20
Increase in contract time		7 days

8. Increase in contract amount for the soft soil mitigation measures underneath pavement extension and additional concrete beams and sloped flares to reinforce and protect the extended pavement slab from settling and stormwater runoff erosion.

Increase in contract amount	$	49,240.55
Increase in contract time		5 days

9. Decrease in contract amount for the removal of unused standby charges associated with Additive Bid Item No. 2.

Decrease in contract amount	($	120,000.00)

TOTAL CHANGE IN CONTRACT AMOUNT **($ 107,801.91)**

TOTAL CHANGE IN CONTRACT TIME **60 Days**

DRAFT

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of April 22, 2025

DATE: April 22, 2025

TO: Port Commission

FROM: Sam Esquivel
Director of Real Estate Services
Sam@pocca.com
(361) 885-6140

Approve the renewal of Pipeline Easement Agreement with NuStar Logistics, L.P. for multiple pipelines connecting to the Sunoco, LP., Corpus Christi North Beach Terminal located at 2829 Texaco Road, Nueces County, Texas.

SUMMARY: NuStar Logistics, L.P. (NuStar) is requesting the renewal of a pipeline Easement Agreement expiring May 9, 2025. The easement is for (a) one six-inch (6") waterline, (b) one eight-inch (8") firewater pipeline inside a twelve-inch (12") casing, (c) one sixteen-inch (16") crude oil pipeline, and (d) electrical conduits for the three pipelines that run between two tracts of Sunoco's Corpus Christi North Beach Terminal located at 2829 Texaco Road, as depicted in the attached memo exhibit. The total length of the pipeline easement is approximately 536.86 feet. The Easement will be renewed for a 30-year term and the pipeline fee will adjust on the 10th and 20th year anniversary of the pipeline easement agreement. The fee for the first 10-year period will be $16,105.80.

BACKGROUND: In May 1995, PCCA granted a 30-year easement to Diamond Shamrock Refining Company, L.P. Subsequently, in March 2000, the easement was assigned to Shamrock Logistics Operations, L.P. (Shamrock) along with other easements and agreements. Later, on January 8, 2002, Shamrock changed its name to Valero Logistics Operations, LP (Valero). On April 7, 2007, Valero changed its name to NuStar Logistics, L.P., the current operator of the pipeline.

ALTERNATIVES: Do not approve the Renewal of the Pipeline Easement.

CONFORMITY TO PORT POLICY: This Pipeline Easement is consistent with the PCCA Strategic Plan 2026: Strategic Goal #3 – Provide facilities and services to meet customer needs.

EMERGENCY: No

FINANCIAL IMPACT: The fee for the first 10 years is $16,105.80. The pipeline fee will be adjusted on the 10th and 20th year anniversary of the pipeline easement.

STAFF RECOMMENDATION: Staff recommend renewal of the Pipeline Easement with NuStar Logistics, L.P.

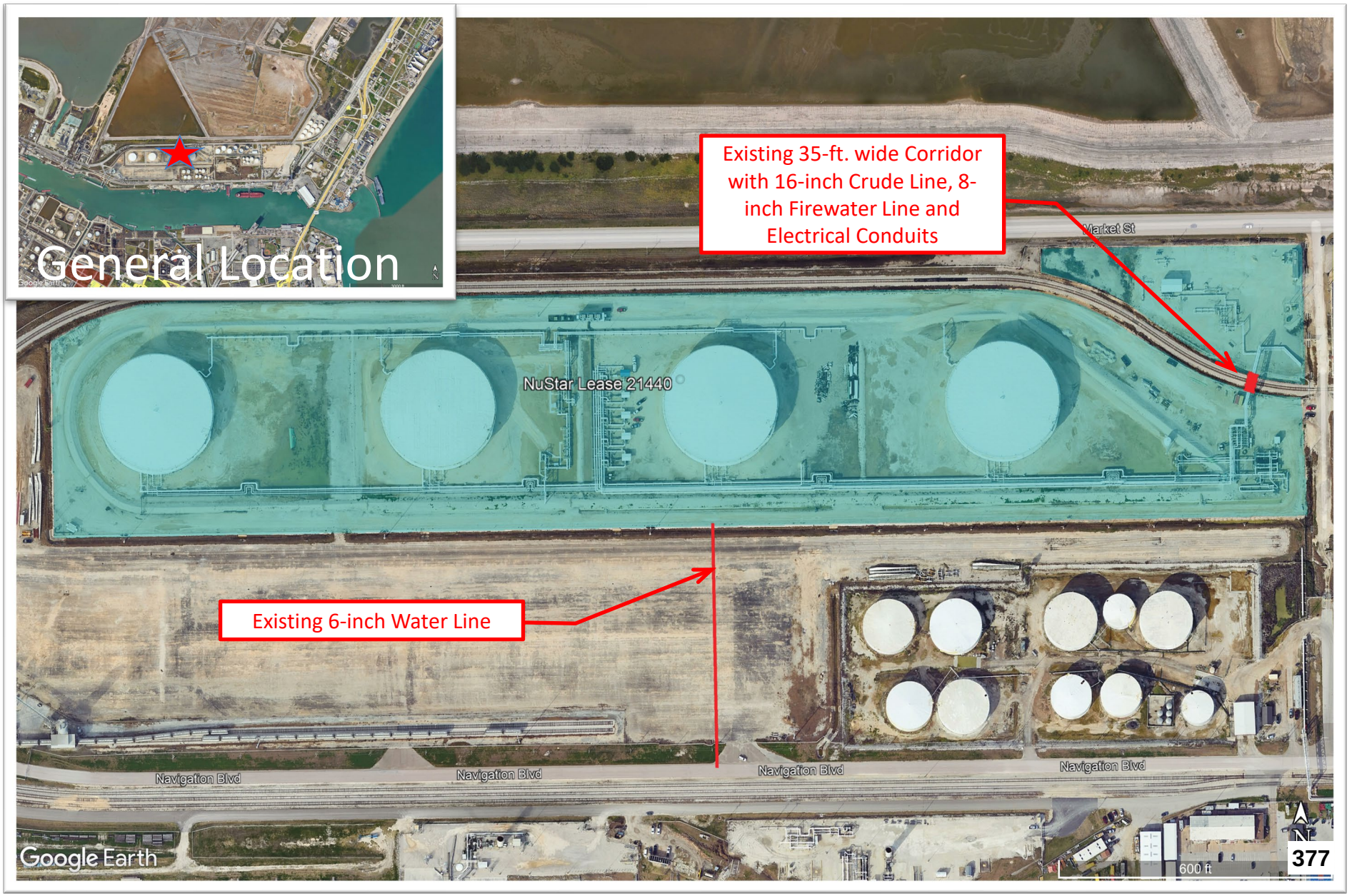
DEPARTMENTAL CLEARANCES:

Originating Department	Real Estate Service Department Julio Dimas
Reviewed & Approved	Sam Esquivel
Legal	Bruce S. Hawn
Executive Staff	Kent A. Britton Cindy Bertolami

LIST OF SUPPORTING DOCUMENTS:

Memo Exhibit
Easement Agreement

Approve the renewal of Pipeline Easement Agreement with NuStar Logistics, L.P. for multiple pipelines connecting to the Sunoco, LP., Corpus Christi North Beach Terminal located at 2829 Texaco Road, Nueces County, Texas.



PIPELINE EASEMENT

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS THAT:**
COUNTY OF NUECES §

Port of Corpus Christi Authority of Nueces County, Texas, acting herein by and through its Port Commissioners hereunto duly authorized (hereinafter called "Authority") and pursuant to Chapter 62 of the Texas Water Code, for good and valuable consideration as described below, and including the covenants and conditions herein made and provided to be kept and performed by Grantee, has **GRANTED AND CONVEYED** and by these presents does **GRANT AND CONVEY** to **NUSTAR LOGISTICS, L.P.**, a Delaware limited partnership, whose principal address is 19003 IH-10 West San Antonio, Texas 78257, (hereinafter called "Grantee"), a non-exclusive right-of-way and easement (the "Easement") on and through the Authority's land located in Nueces County, Texas, for the purpose of operating, maintaining, repairing, replacing and removing: (a) one six-inch (6") waterline (authorized product: water), (b) one eight-inch (8") firewater pipeline inside a twelve-inch (12") casing (authorized product: water), (c) one sixteen-inch (16") crude oil pipeline (authorized product: Crude Oil), and (d) approximately forty-seven (47) electrical conduits (the authorized products for the three pipelines referenced above shall hereinafter be referred to as the "Authorized Pipeline Products") (the three pipelines and all electrical conduits shall hereinafter be collectively referred to as the "Pipeline") upon, over and across the Easement hereby granted. No above ground or below ground appurtenances are allowed except pipeline markers (the "Pipeline Appurtenances"). The Pipeline and the Pipeline Appurtenances shall hereinafter be collectively referred to as the "Pipeline Facilities"). The Easement right-of-way hereby conveyed for the six-inch (6") waterline is limited to the exterior dimensions of the pipeline, the center line of which is more particularly described in Exhibit "A", attached hereto. The Easement right-of-way hereby conveyed for the eight-inch (8") firewater pipeline, the sixteen-inch (16") crude oil pipeline and all forty-seven (47) electrical conduits is limited to the thirty-five (35') wide pipeline and electrical conduit corridor more particularly described in Exhibit "A" attached hereto.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, the rights and privileges hereby conveyed for Thirty (30) years beginning on the 9th day of May, 2025, and ending at midnight on the 8th day of May, 2055, subject to the exceptions and reservations herein set forth, and upon the following covenants and conditions which are a part of the consideration for this grant, which covenants and conditions are and shall be construed as covenants running with the land, and which covenants and conditions by its acceptance hereof Grantee covenants and agrees to keep and perform.

This Easement is granted subject to the following:

1. Pipeline Fees. For the first ten (10) years of the term of this Agreement, Grantee will pay to the Authority a pipeline easement fee in the amount of Sixteen Thousand One Hundred Five and 80/100 Dollars ($16,105.80) payable upon execution of this Agreement.

Grantee shall pay an additional pipeline easement fee at the beginning of each succeeding ten (10) year period during the Term of this Agreement, which fee shall be the greater of (i) the fee for each pipeline and each fiber optic cable set by the Pipeline and Utility Easement Fee of Authority in effect at the time of each ten year anniversary of this Agreement or (ii) an amount equal to the pipeline easement fee paid for the preceding ten year term of this Agreement multiplied by the increase in the Producers Price index for Ports and Harbors Published by the United States Department of Labor compounded annually for each year of the preceding ten year term, however, provided that, if Authority sells all or a portion of the property which the Pipeline Easement occupies, then for the portion(s) of the property occupied by the Pipeline Easement which is sold, the rate of increase in the annual fee used to calculate the ten (10) year payment for each succeeding ten (10) year period shall not exceed the increase of the US Department of Labor Bureau of Labor Statistics CPI (All Urban Consumers, U.S., All Items, 1982 – 1984, Not Seasonally Adjusted, Series I.D. CUUR0000SA0 during the preceding ten (10) year period. Grantee shall pay the fee for each successive ten (10) year period in annual installments with the first installment being due on or before the tenth and twentieth anniversary dates of this Agreement, as the case may be, with the remaining annual payments for each successive ten (10) year period being due on or before the next anniversary date of this Agreement. Notwithstanding the forgoing, in no event, will the pipeline easement fees charged for each subsequent ten-year period be less than the pipeline easement fee paid for the immediately preceding ten-year period.

For purposes of the above calculations, the fee for each fiber optic line authorized by this Agreement, if any, will be calculated in the same manner as a pipeline having the same outside diameter of each fiber optic line or if laid in conduit for a pipeline with the same outside diameter as the conduit used for each fiber optic line.

The consideration initially paid by Grantee upon execution and delivery of this Easement is solely for the grant of the Easement.

2. Damages: With respect to all damages, Grantee shall pay to Authority or to Authority's tenants, from time to time, all damages to the real or personal property of Authority or Authority's Tenants caused by Grantee or its employees, agents or contractors, including but not limited to damages to: cropland if fertilized prior to planting, planted or growing or un-harvested crops, terraces, dikes, reservoirs, water wells, grass, fences, trees, livestock, roads, railroads, docks, mooring structures, pipelines, equipment, and improvements, inside or outside the Easement now in existence or hereafter constructed, including, but not limited to, damages arising inside or outside the Easement as a result of crowning the Easement or the rising or sinking of the soil within the Easement, and for damage to Authority's tenants, caused by the construction, operation, repair, maintenance of the Pipeline or any other operations of Grantee hereunder, provided, however, Grantee has the right from time to time to cut and remove all trees and undergrowth that in Grantee's judgment may injure, endanger, or interfere with the exercise of Grantee's rights and privileges granted herein only within the Easement premises.

3. Access and Post Construction Workspace. Grantee shall be permitted to have ingress and egress to and from the Easement for the operation, maintenance, inspection, repair, removal or replacement of the Pipeline Facilities over a route or routes, across Authority's adjacent lands, if any, designated in advance by Authority. Grantee, during any period of maintenance, inspection,

repair, removal or replacement of the Pipeline Facilities, shall be permitted to use a reasonable amount of Authority's adjoining property, as designated in advance by Authority, to the extent reasonably available, as determined by Authority in its sole and absolute discretion, and only for so long as reasonably necessary for such maintenance, inspection, repair, removal or replacement of the Pipeline Facilities ("Post Construction Workspace"). Notwithstanding the forgoing, Authority shall have no obligation to preserve the availability of any of Authority's adjacent lands for Grantee's use as Post Construction Workspace. Except in the case of an emergency, Grantee agrees to notify the Authority not less than seventy-two (72) hours prior to Grantee's employees, agents or contractors entering upon the Easement for construction, maintenance, repairs or other operations. In the case of an emergency necessitating entry upon the Easement by Grantee, its employees, agents or contractors may enter the Easement without first giving at least seventy-two (72) hours prior notice to Authority, provided that Grantee agrees to notify the Authority of the nature and extent of any such emergency within twenty-four (24) hours after any such entry.

4. Construction, Maintenance and Use.

During any significant repair or replacement of the Pipeline Facilities, Authority shall be entitled to engage the services of an inspector which shall be selected by the Authority, in its sole and absolute discretion, to observe the operations of Grantee and to verify that the Pipeline Facilities are installed in full compliance with the terms and conditions of this Agreement (the "Inspection Services"). The Authority shall be responsible for the payment of all wages and expenses charged by its inspector (the "Inspection Service Expenses"). Upon completion of any significant repair or replacement of the Pipeline Facilities, Authority shall invoice Grantee for all Inspection Service Expenses incurred by Authority, which invoice Grantee agrees to pay within thirty (30) days of Grantee's receipt thereof.

Grantee shall maintain the Pipeline Facilities in a good and workmanlike manner and in compliance with all applicable governmental and industry standards for construction and maintenance of the same; including but not limited to the requirements set forth in Article VII (Hazardous Substances, Liquids, and Gas Pipelines and Distribution Systems) of Chapter 35 of the City of Corpus Christi's Code of Ordinances, as amended from time to time. Warning signs for the existence of the Pipeline Facilities that conform to Federal and State laws applicable to such warning signs will be posted at the required locations along the Easement.

Grantee shall use all commercially reasonable efforts to minimize the Easement and Post Construction Workspace utilized to perform Post Construction operations, and Grantee agrees to restore the affected Easement and Post Construction Workspace, and any adjoining property, to the same condition as existed prior to such operations. Grantee will consult with Authority regarding Grantee's planned operations prior to commencing such work requiring excavation. Grantee agrees to immediately notify Authority's Director of Engineering of any damages to any property, real or personal, occurring outside the boundaries of the Easement, to any Post Construction Workspace, or to any road, railroad, or other improvement inside or outside of the Easement caused by Grantee's operations. All backfill placed in the Easement must be compacted so as to prevent settlement or erosion. Grantee shall maintain the Pipeline and all underground Pipeline Appurtenances at the depth set forth in the plans for the original construction of the Pipeline. Grantee agrees to bore under all navigable channels and rail crossings to a depth set by Authority's Director of Engineering

Services. In refilling any hole or ditch, Grantee must compact the subsoil to ninety-five percent (95%) of original compaction. After any construction, repair or removal, Grantee shall compact, loosen, or otherwise condition the topsoil to the degree of compaction of non-disturbed topsoil so that there will be no settling or compaction of soil and so that the land disturbed will be the same level as the surrounding lands which will maintain drainage previous to such work and prevent erosion.

In the event of any excavation within the Easement, including but not limited to excavation of any pipeline trench or in the event of removal of the Pipeline Facilities herein contemplated, the top eighteen (18") inches of topsoil (should eighteen inches of top soil exist), or the full depth of any such top soil, whichever is less, will be removed and stored separately from the subsoil. As the Pipeline trench is backfilled, the subsoil will be replaced over the pipe and pipe bedding and all topsoil will be placed on top of the subsoil, commonly referred to as the double-ditch method. Grantee shall promptly back-fill all excavations in this manner and agrees to promptly remove all excess subsoil from the Post Construction Workspace.

In no event during the term of this Pipeline Easement Agreement shall Grantee, or its permitted successors or assigns, have the right to dispose of any water generated or produced in connection with hydrostatic testing of the Pipeline Facilities upon or across any portion of the Easement, Post Construction Workspace, Grantor's lands or adjacent waters without all necessary permits therefore and the express written consent of Authority's Director of Environmental Planning and Compliance.

Grantee agrees to contact and notify Authority, by contacting and informing Authority's Manager of Rail Operations, in writing at P.O. Box 1541, Corpus Christi, Texas 78403, at least ten (10) days in advance of Grantee's intent to conduct any Pipeline Easement related construction, operation, or maintenance activities within one hundred feet (100') of any railroad.

Grantee will restore the Easement and any Post Construction Workspace disturbed by Grantee's operations to pre-project elevations and contours, and paving. Grantee shall restore all paving, and other improvements and, if requested by Authority, will seed and/or vegetate the unpaved areas of the Easement and Post Construction Workspace to promote restoration of the pre-project percent vegetative coverage using perennial grass seed or transplant material as per the seasonal recommendations of the Nueces County Agriculture Extension Service, or with either Common Bermuda grass or other locally adapted perennial grass (if Authority so elects).

Grantee will immediately, notify the appropriate State and Federal agencies who regulate pipelines of the type in the Easement, and no later than twenty-four (24) hours after discovery, notify Authority, of any visible or apparent contamination discovered in, on, under, or adjacent to the Easement.

If, it is determined contamination is coming from the Pipeline Facilities, then Grantee will immediately take all steps necessary to shut down the Pipeline Facilities in the Easement from which the contamination is coming, repair or replace the Pipeline Facilities, and restore the Easement and Authority's adjacent lands to the condition they were in prior to the discovery of the contamination. If the contamination is not coming from a pipeline or pipelines in the Easement or adjacent thereto,

then Grantee and Authority shall cooperate to determine the source of the contamination and advise the appropriate State and Federal agencies of the occurrence.

Grantee's use of the Easement and Post Construction Workspace herein granted and its operations in relation thereto will at all times comply with all applicable laws, statutes, rules and regulations of federal, state and local government. Grantee's use of the Easement and Post Construction Workspace may not unreasonably interfere with existing easement rights of any owner of an easement in, on, over, under or across any lands owned by the Authority and which are crossed or are overlapped in whole or in part by the Easement. Grantee agrees to obtain all applicable environmental permits necessary to conduct the work, and provide a copy of said permits to Authority. Grantee agrees to maintain the Pipeline Facilities in accordance with existing permits or permit applications related to the easement and in accordance with all applicable state and federal environmental rules and regulations.

Prior to commencement of major repair to, or replacement of any portion of the Pipeline Facilities, Grantee will furnish Authority with a detailed set of plans for the construction of the Pipeline Facilities (the "Plans") for the Authority's approval, which approval shall not be unreasonably withheld. The Plans must be prepared in a standard engineering format and must be signed and sealed by a Professional Engineer registered in the State of Texas. The Plans for any Pipeline Facilities shall show the pipe grade, wall thickness and coating of the pipe to be constructed and shall depict the location and the depth at which such Pipeline Facilities will be installed within the Pipeline Easement. The Plans shall also depict all surface sites and any surface features, including but not limited to, drainage ditches, culverts, roads, fixtures, appurtenances, pipelines or containment levees in the vicinity of the Pipeline Easement that may be affected by the construction activity during installation or maintenance of the Pipeline Facilities. The Plans shall be submitted to Authority's Director of Engineering, who may require reasonable modifications to the Plans before approving them.

Grantee as a condition precedent to Grantee's right to enter upon and otherwise access the Easement for construction purposes, shall furnish Authority all issued for construction drawings provided to its construction contractors for the construction of the Pipeline Facilities, as well as, any subsequent revisions thereto applicable to the Easement (the "Issued for Construction Drawings"). Grantee shall not enter upon the Easement for major repair or for the replacement of any portion of the Pipeline until Grantee has provided Authority with a current set of Issued for Construction Drawings. Upon completion of any major repair or replacement of any portion of the Pipeline Facilities in the Easement, Grantee shall provide an as-built drawing depicting and describing (by metes and bounds) the as-built location of the Pipeline Facilities. When any segment of pipeline is replaced utilizing HDD methods, Grantee agrees to survey each pipeline by smart pig and to include in the as-built drawings all x, y, and z, coordinates for each segment of pipeline installed by HDD methods.

Grantee shall be responsible for coordination of its construction activities and use of the Easement and any Post Construction Workspace with any other, existing or future users and easement holders in or near the Easement. Grantee shall promptly restore any portion of the right-of-way damaged by Grantee to its condition prior to such damage. Grantee shall, if requested by

Authority, test in the manner specified by Authority, all restoration work at Grantee's expense. Authority shall be promptly notified in writing of the results of all tests of any such restoration work.

5. Reservations and Exceptions. The Easement herein granted and authorization to utilize any Post Construction Workspace shall be subject to the terms and conditions of any and all easements heretofore granted by Authority to other parties which is either of record in Nueces County or San Patricio County, referenced in a memorandum of easement recorded in Nueces or San Patricio County or physically evident on the property. The Authority reserves the right to grant easements and the right to grant the use of Post Construction Workspace, upon, over, under and across the Easement, and to grant other rights of use, leases and easements above, below the Easement, provided that such grants shall not materially interfere with the rights granted herein.

6. **Indemnity. Except for liabilities caused by the sole negligence, gross negligence or willful misconduct of the Authority, its commissioners, officers, directors, managers, employees, and agents, Grantee shall defend, indemnify and hold harmless Authority, its commissioners, officers, directors, managers, employees, and agents (for the purposes of this Section, the "*Indemnified Parties*") from and against, and Grantee shall be responsible for, any and all liabilities (including strict liability), actions, demands, damages, penalties, fines, losses, claims, costs, expenses (including reasonable attorneys', experts' fees and expenses), suits, settlements or judgments of any nature whatsoever (including claims for personal injury, bodily injury, real and personal property damage and economic loss) which may be brought or instituted or asserted against the Indemnified Parties based on or arising out of or resulting from (i) the failure on the part of the Grantee, its agents, employees, contractors, subcontractors or licensees (collectively, "*Grantee Parties*") to comply with the provisions of any laws or regulations applicable to the Pipeline or the Pipeline Facilities, (ii) any injury to or death of or claim of injury to or death of any person or any damage to or loss of or claim of damage to or loss of property arising from or in any manner connected with the acts, conduct, or negligence of the Grantee Parties in the design, construction, operation, maintenance, repair, removal, or replacement of the Pipeline or the Pipeline Facilities, (iii) the failure on the part of any of the Grantee Parties to comply with the provisions of any laws or regulations applicable to the Easement, Post Construction Workspace, the Pipeline or the Pipeline Facilities, or (iv) the condition, use, malfunction, defect, or explosion of the Pipeline or any of the Pipeline Facilities (collectively "*Indemnified Claims*"), EVEN IF THE INDEMNIFIED CLAIM ARISES OUT OF OR RESULTS FROM THE JOINT, CONCURRENT, OR CONTRIBUTORY NEGLIGENCE OF THE INDEMNIFIED PARTIES. The Grantee's indemnity obligations under this Agreement shall not be limited by a limitation on the amount or type of damages, compensation or benefits owed by Grantee to any employee of Grantee under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.**

Notwithstanding anything to the contrary stated elsewhere herein, Authority and Grantee understand and agree that, in no event, shall either Authority or Grantee be liable for special, exemplary, consequential or other indirect damages to the other, and all such damages are hereby waived to the extent permitted by law.

7. Insurance. Without limiting the indemnity obligations or liabilities of Grantee, or its insurers, provided herein, Grantee agrees at all times this Agreement is in effect to carry and maintain at its sole expense policies of insurance (the "Policies") of the types and in the minimum amounts and comply with the other requirements set forth in Exhibit "B" attached hereto and incorporated herein by reference.

8. Assignment. The rights herein granted may not be assigned without the prior written consent of the Authority, which consent will not be unreasonably withheld, conditioned or delayed. Authority hereby consents, in advance, to the assignment of this Agreement to any corporation or other entity which is an affiliate of, and controlled by, Grantee. An affiliate, as used herein, is a person or entity which is controlled by or the controlling interest of which is owned by the same persons or entities controlling Grantee. Notwithstanding the foregoing, Authority in Authority's absolute sole discretion may elect withhold consent to any partial assignment of Grantee's rights under this Agreement. In the event of an assignment or partial assignment of the Easement, any liability of Assignor or Assignee, to Authority under the terms of this Agreement shall be joint and several. The terms of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Assignment by Grantee shall not relieve Grantee from liability for the performance of the covenants and indemnities hereof. Grantee agrees to promptly provide Authority with a copy of all assignments of this Pipeline Easement Agreement. Grantee acknowledge the existence of numerous pipelines across the Authority's lands, submerged lands, and navigable waterways in Nueces and San Patricio Counties. Grantee further acknowledges Authority's need for up-to-date ownership information for each pipeline crossing its lands, submerged lands and navigable waterways. Accordingly, in the event, Grantee, fails to provide Authority with a copy of any assignment(s) as required by this Section within ninety (90) days of such assignment, then Grantee agrees to pay Authority the sum of Five Thousand Dollars ($5,000.00) as liquidated damages for such failure. Grantee agrees that the damages resulting to Authority from a violation of this paragraph are difficult if not impossible to ascertain at this time and that the sum of $5,000.00 as liquidated damages is a reasonable forecast of just compensation to Authority.

9. Termination. This Agreement and all rights to use and occupy the Easement shall terminate if the Pipeline(s) ceases to be used for the transmission of **Authorized Pipeline Products**, collectively, for a period of forty-eight (48) months period during the term of this Agreement or if Grantee shall at any time expressly abandon this Easement for the use of the same for the purposes herein granted. This Agreement and all of Grantee's interest hereunder, at the option of Authority, shall forthwith terminate upon breach by Grantee of any of the conditions hereof and the failure of Grantee to remedy the same within ninety (90) days after Grantee's receipt of written notice from the Authority so to do. Grantee agrees it will within ninety (90) days after the termination of this Agreement remove the Pipeline Facilities existing in the Easement and restore the land in the Easement and in any Post Construction Workspace utilized to remove the Pipeline Facilities to substantially the same condition in which same existed prior to the existence of the Pipeline Facilities. In the event Grantee fails to remove the Pipeline Facilities within the above-described time period, Authority may either declare the termination of Grantee's interest in the Pipeline Facilities and all of Grantee's interest therein shall thereupon terminate, or the Authority may cause the Pipeline Facilities, or any part thereof, to be removed and disposed of, and the lands of the Authority restored, all at the cost of Grantee. In the event of a breach of the requirements of Section

11 ("Compliance with Authority Security Requirements"), this Agreement and all of Grantee's interest hereunder, at the option of Authority, shall forthwith terminate in the event Grantee fails to remedy the same within ten (10) days after Grantee's receipt of written notice from the Authority of such breach.

10. Relocation. The Authority may require Grantee to remove, lower or relocate the Pipeline Facilities situated in the aforesaid Easement in the event the same materially interferes with or will materially interfere with: (1) the development of Authority's lands; (2) any facility, facility modification, or proposed facility of Authority, Authority Lessee or Authority Franchisee; (3) any road or proposed road; or (4) any operation or proposed operation of Authority, Authority Lessee or Authority Franchisee. The Authority may also require Grantee to remove, lower or relocate the Pipeline Facilities situated in the aforesaid Easement in the event the same materially interferes with or will materially interfere with any navigable channel, road, railroad or proposed railroad under which the Pipeline passes. In the event Authority requires Grantee to remove, lower or relocate pursuant to the provisions of this Section, the cost of such removal, lowering or relocation shall be paid solely by Grantee, and in such event, Authority will use its best efforts to provide Grantee with an alternate Easement route on Authority's land at no additional cost to Grantee; provided, however, Authority shall not be required to provide the alternate easement route.

11. Compliance with Authority Security Requirements. Grantee, its employees, agents, representatives and subcontractors shall at all times comply with all Authority mandated security requirements and regulations pertaining to the Easement and any Post Construction Workspace locations or access thereto, regardless of whether now existing or hereinafter imposed, pursuant to Authority's Tariffs (the "Security Measures"). Failure to comply with Authority's Security Measures will be grounds for terminating this Agreement as described in Section 9 above. Authority's Security Measures applicable to the Easement and right of way can be ascertained by contacting the Authority's Police Department.

12. Notice. Until notified in writing of a different address, all notices, demands, or requests must be sent to Authority and Grantee as follows. Notices will be deemed received 3 days after being mailed if sent by U.S. mail, postage paid, certified mail to the addresses below:

Authority:

Port of Corpus Christi Authority
Attn: Chief Executive Officer
P. O. Box 1541
Corpus Christi, Texas 78403

Grantee:
NuStar Logistics, L.P.
Attn: Right of Way Department
19003 IH-10 West
San Antonio Texas, 78257

13. Easement Maintenance and Litter. Grantee will maintain the Easement, Post Construction Workspace, and Pipeline Facilities in excellent repair and with a neat appearance, clean of all litter and trash including construction debris caused by Grantee (i.e., welding rods, grinding

wheels, tools, metal pieces, pipe coating materials, rags, cans, bags, paper, plastic, boards, blocks, pallets, skids, etc.) during periods of construction, operation, maintenance, repair or removal of the Pipeline Facilities. Grantee shall require Grantee's employees, agents, representatives, contractors, and sub-contractors to pick up said construction debris daily. All construction debris shall be cleaned up and removed from Authority's lands prior to the termination of any construction period.

14. Limitation on Easement Use. Grantee specifically agrees that Grantee, its successors, assigns, and its related companies shall not use any portion of the Easement or portion of any Post Construction Workspace for any other purpose than the construction, operation and maintenance of the Pipeline Facilities. The Grantee will not grant, participate with, or initiate any contract with any third party to place any other use or operation within the Easement other than the Pipeline Facilities described in this Agreement. This Agreement is made regardless of any past or future statutory authority by any governmental agency allowing additional usage within the Easement. Grantee disclaims any authority from any statutory rule or regulation that allows such additional usage and shall be bound by this Agreement.

15. Mowing. Grantee shall mow the Easement in a normal and customary fashion consistent with industry standards, a minimum of once a year. However, Authority may suspend said mowing activities by notifying Grantee of Authority's election to suspend such mowing activities. If suspended, Authority may elect for Grantee to resume the mowing schedule by so notifying Grantee.

16. Brush and Tree Disposal. All trees and brush cut shall be removed from the Easement and disposed of in a lawful manner. Alternatively, Authority's may, in its sole and absolute discretion, elect to have all trees and brush mulched and spread evenly across the Easement and/or any Post Construction Workspace.

17. No Warranty of Title. It is hereby agreed that no warranty of title, expressed or implied, including but not limited to the implied covenants set forth in section 5.023 of the Texas Property Code, is made by Authority by the execution of this instrument. **GRANTEE HEREBY ACKNOWLEDGES THAT IT HAS INDEPENDENTLY INVESTIGATED THE TITLE TO, AND SURFACE ROUTE OF, THE EASEMENT AND ACCEPTS SAME AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY NATURE, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY CONCERNING FITNESS OR SUITABILITY FOR GRANTEE'S INTENDED USE THEREOF).**

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one instrument.

The execution of this Agreement shall be conclusive of the agreement of Grantee to all of the terms and conditions hereof, whereupon this easement and all of its provisions shall extend to and be binding upon the legal representatives, successors and assigns of Grantee and Authority, respectively.

Signature Pages Immediately Follow

EXECUTED this the 15th day of April, 2025 to be effective on May 9, 2025.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____
Kent A. Britton
Chief Executive Officer

"Authority"

STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ day of _____, 2025, by Kent A. Britton, Chief Executive Officer of Port of Corpus Christi Authority of Nueces County, Texas, on behalf of the Port.

_____
NOTARY PUBLIC, STATE OF TEXAS

Grantee Signature Page Immediately Follows

NUSTAR LOGISTICS, L.P.

By: Riverwalk Logistics, L.P., its general partner

By: NuStar GP, LLC, its general partner

By: _____

Mark Vedral
Sr. Director – Right-of-Way
"Grantee"

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 31st day of March 2025, by Mark Vedral, the Sr. Director – Right-of-Way of NuStar GP, LLC, the general partner of Riverwalk Logistics, L.P., the general partner acting on behalf of NuStar Logistics, L.P.

_____
NOTARY PUBLIC, STATE OF TEXAS

LAURIE JO BENTON
My Notary ID # 174965
Expires October 6, 2027

Exhibit "A"

J30182-4

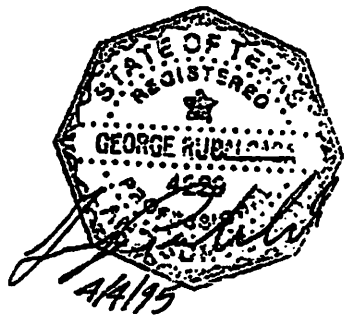
Metes and Bounds Description
of the
Centerline of a Pipeline Easement

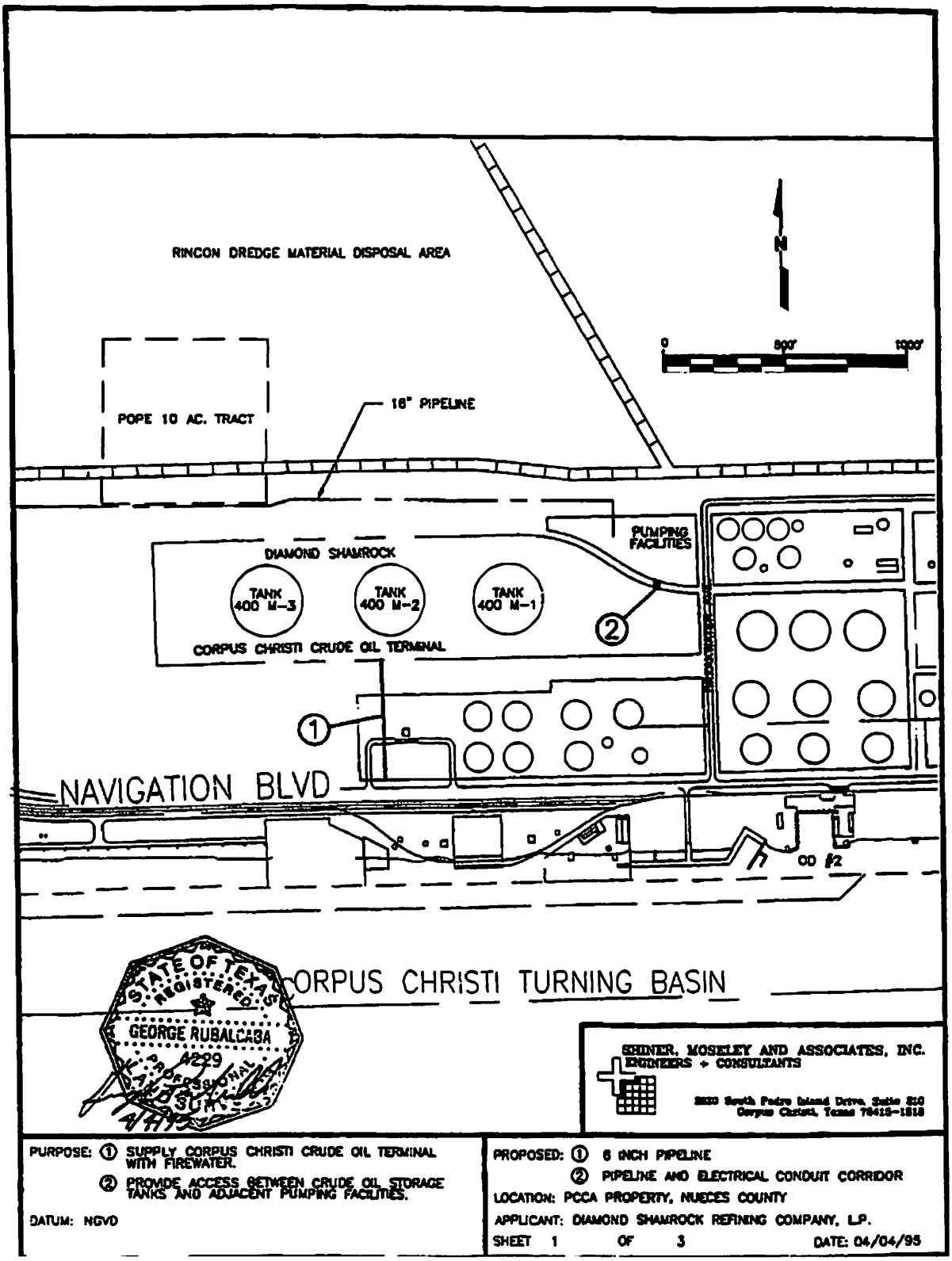
Being the centerline of a thirty five foot wide pipeline easement located within a part of certain submerged lands situated in Nueces County, Texas, conveyed by Patent No. 84 to Nueces County Navigation District No. 1 by the State of Texas, said patent recorded in Volume 192, Page 579, Deed Records of Nueces County, Texas, and said centerline being more particularly described by metes and bounds as follows:

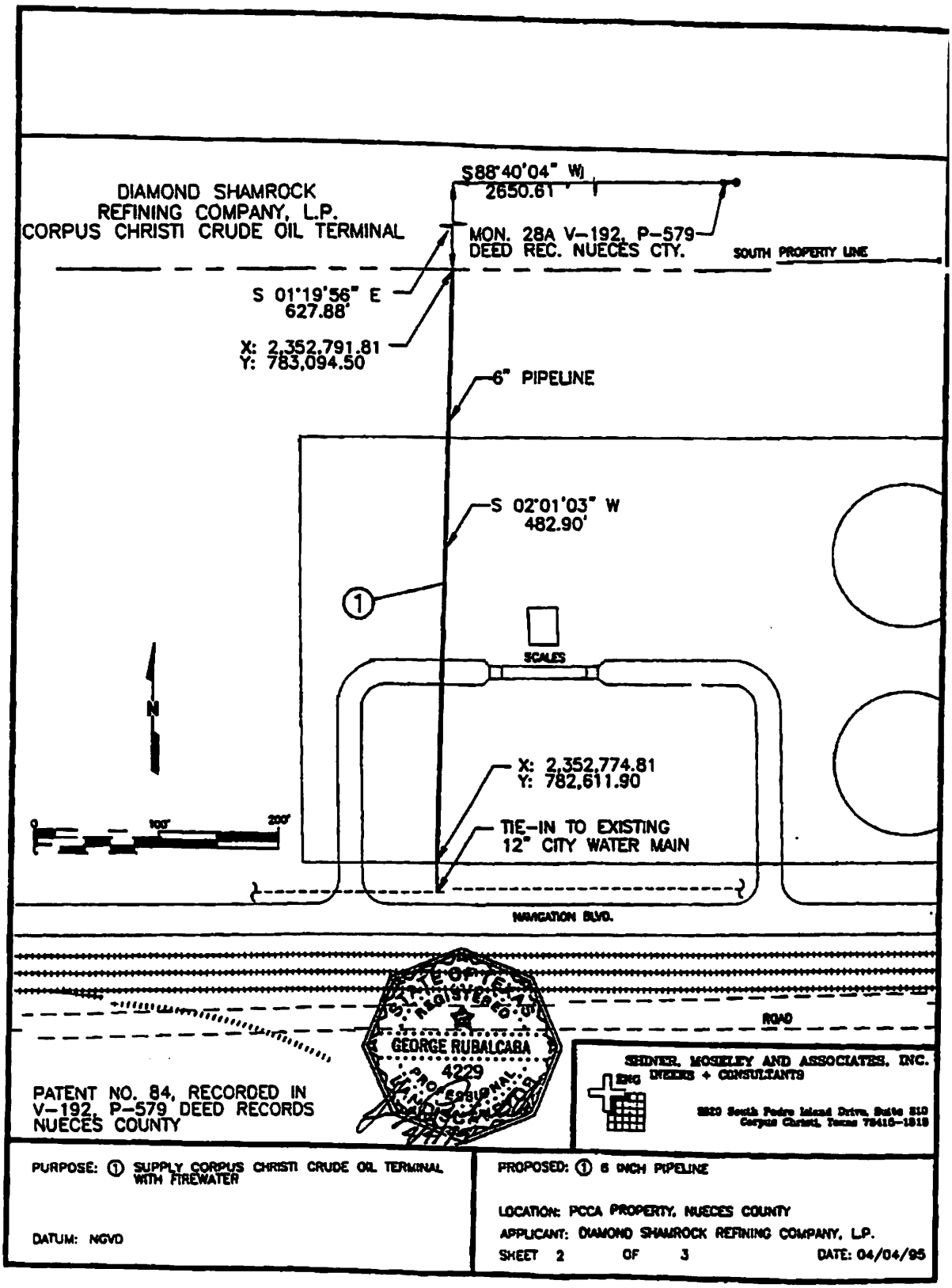
Beginning at the north end of this centerline, said north end point being on the north right-of-way line of a 50-foot wide railroad R.O.W. and said north end point bearing S88°40'04"W, 1534.11 feet, S1°19'56"E, 295.65 feet, from monument No. 28A as described in said patent No. 84 recorded in Volume 192 Page 579, Deed Records of Nueces County, Texas, and said monument having a coordinate of x=2,355,427.10, y=783,783.84, Lambert Grid, Texas South Zone, NAD '27;

Thence S1°19'56"E along said centerline, 53.96 feet, to the end point of this description, said end point being on the south right-of-way of said 50-foot wide railroad right-of-way.

The herein described centerline measuring 53.96 linear feet.




RINCON DREDGE MATERIAL DISPOSAL AREA
N
0
500'
1000'
POPE 10 AC. TRACT
16" PIPELINE
PUMPING FACILITIES
DIAMOND SHAMROCK
TANK 400 M-3
TANK 400 M-2
TANK 400 M-1
CORPUS CHRISTI CRUDE OIL TERMINAL
2
1
NAVIGATION BLVD
CORPUS CHRISTI TURNING BASIN
STATE OF TEXAS
REGISTERED
GEORGE RUBALCABA
4229
PROFESSIONAL
SURVEYOR
SHINER, MOSELEY AND ASSOCIATES, INC.
ENGINEERS + CONSULTANTS
PURPOSE: ① SUPPLY CORPUS CHRISTI CRUDE OIL TERMINAL WITH FIREWATER.
② PROVIDE ACCESS BETWEEN CRUDE OIL STORAGE TANKS AND ADJACENT PUMPING FACILITIES.
DATUM: NGVD
PROPOSED: ① 6 INCH PIPELINE
② PIPELINE AND ELECTRICAL CONDUIT CORRIDOR
LOCATION: PCCA PROPERTY, NUECES COUNTY
APPLICANT: DIAMOND SHAMROCK REFINING COMPANY, L.P.
SHEET 1 OF 3
DATE: 04/04/95


DIAMOND SHAMROCK
REFINING COMPANY, L.P.
CORPUS CHRISTI CRUDE OIL TERMINAL
S88°40'04" W
2650.61'
MON. 28A V-192, P-579
DEED REC. NUECES CTY.
SOUTH PROPERTY LINE
S 01°19'56" E
627.88'
X: 2,352,791.81
Y: 783,094.50
6" PIPELINE
S 02°01'03" W
482.90'
1
SCALES
N
100'
200'
X: 2,352,774.81
Y: 782,611.90
TIE-IN TO EXISTING
12" CITY WATER MAIN
NAVIGATION BLVD.
ROAD
STATE OF TEXAS
REGISTERED
GEORGE RUBALCABA
4229
PROFESSIONAL
LAND SURVEYOR
PATENT NO. 84, RECORDED IN
V-192, P-579 DEED RECORDS
NUECES COUNTY
SHINER, MOSELEY AND ASSOCIATES, INC.
ENGINEERS + CONSULTANTS
PURPOSE: 1 SUPPLY CORPUS CHRISTI CRUDE OIL TERMINAL WITH FIREWATER
DATUM: NGVD
PROPOSED: 1 6 INCH PIPELINE
LOCATION: PCCA PROPERTY, NUECES COUNTY
APPLICANT: DIAMOND SHAMROCK REFINING COMPANY, L.P.
SHEET 2 OF 3
DATE: 04/04/95

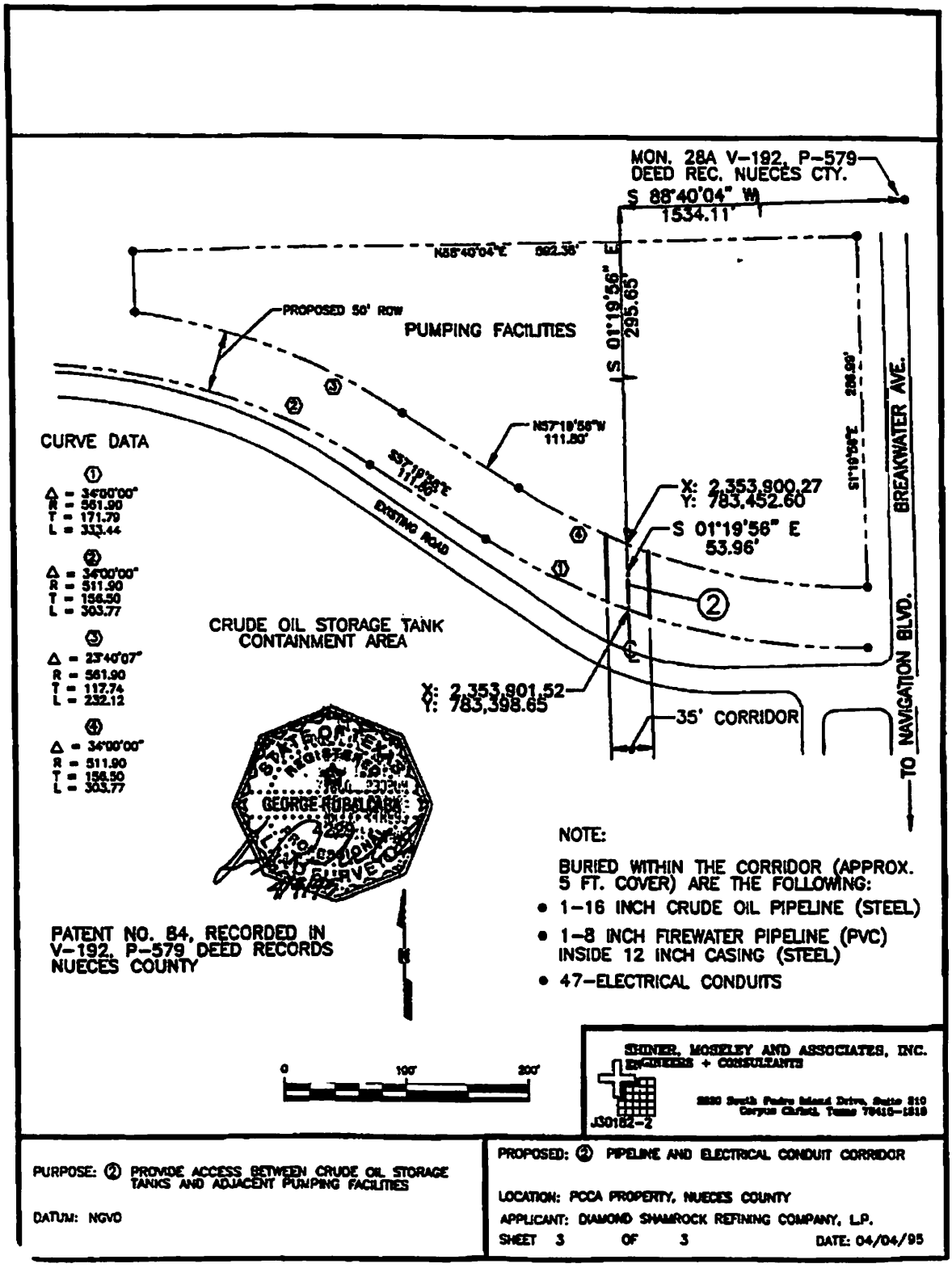

MON. 28A V-192, P-579
DEED REC. NUECES CTY.
S 88°40'04" W
1534.11'
N88°40'04"E 992.38'
S 01°19'56" E
295.65'
PROPOSED 50' ROW
PUMPING FACILITIES
N57°19'56"W
111.80'
S57°19'56"E
111.80'
EXISTING ROAD
CURVE DATA
① Δ = 34°00'00" R = 561.90 T = 171.79 L = 333.44
② Δ = 34°00'00" R = 511.90 T = 156.50 L = 303.77
③ Δ = 23°40'07" R = 561.90 T = 117.74 L = 232.12
④ Δ = 34°00'00" R = 511.90 T = 156.50 L = 303.77
CRUDE OIL STORAGE TANK
CONTAINMENT AREA
X: 2,353,900.27
Y: 783,452.60
S 01°19'56" E
53.96'
X: 2,353,901.52
Y: 783,398.65
35' CORRIDOR
BREAKWATER AVE.
TO NAVIGATION BLVD.
GEORGE RUBALCABA
PATENT NO. 84, RECORDED IN
V-192, P-579 DEED RECORDS
NUECES COUNTY
NOTE:
BURIED WITHIN THE CORRIDOR (APPROX. 5 FT. COVER) ARE THE FOLLOWING:
• 1-16 INCH CRUDE OIL PIPELINE (STEEL)
• 1-8 INCH FIREWATER PIPELINE (PVC) INSIDE 12 INCH CASING (STEEL)
• 47-ELECTRICAL CONDUITS
0
100'
200'
SHINER, MOSELEY AND ASSOCIATES, INC.
ENGINEERS + CONSULTANTS
J30182-2
PURPOSE: ② PROVIDE ACCESS BETWEEN CRUDE OIL STORAGE TANKS AND ADJACENT PUMPING FACILITIES
DATUM: NGVD
PROPOSED: ② PIPELINE AND ELECTRICAL CONDUIT CORRIDOR
LOCATION: PCCA PROPERTY, NUECES COUNTY
APPLICANT: DIAMOND SHAMROCK REFINING COMPANY, L.P.
SHEET 3 OF 3
DATE: 04/04/95

Exhibit "B"

INSURANCE REQUIREMENTS

Without limiting the indemnity obligations or liabilities of Grantee or its insurers, provided herein, Grantee agrees to procure and maintain at its sole expense during the term of the Agreement the following policies of insurance (sometimes collectively referred to in this exhibit as the "***Policies***") and in at least the minimum amounts specified below:

	TYPE OF INSURANCE	MINIMUM LIMITS
A.	Workers' Compensation	Statutory

In the event that the work of Grantee's employees fall within the purview of the United States Longshore and Harbor Workers' Compensation Act, the Jones Act or the Federal Employers' Liability Act, Grantee shall extend its insurance coverage to provide insurance against the liabilities imposed under the applicable Act or Acts.

B.	Employer's Liability	$1,000,000 per Occurrence $1,000,000 Aggregate
C.	Commercial General Liability	$3,000,000 per Occurrence $5,000,000 Aggregate

The Commercial General Liability shall cover or be endorsed to cover bodily injury, personal injury, broad form property damage, operations hazard, owner's protective coverage, contractual liability, products and completed operations liability, railroad protective liability, marine liability, and time element pollution coverage.

D.	Business Automobile Liability	$1,000,000 per Occurrence

Automobile liability insurance coverage will include all owned, non-owned, and hired vehicles.

E.	Umbrella Liability	$5,000,000 per Occurrence

Umbrella liability coverage will apply to Employer's Liability, Commercial General Liability, and Business Automobile Liability.

F.	Pollution Liability	$2,000,000 per Occurrence

Sudden and Accidental Pollution liability insurance covering bodily injury, property damage, environmental cleanup, remediation, disposal, and other losses caused by pollution conditions occurring during the term of this Agreement. If Grantee's Commercial General Liability and Umbrella policies contain a deletion of the pollution coverage exclusion, then this policy is not required.

G.	Railroad Protective Liability	$1,000,000 per Occurrence

$2,000,000 Aggregate

If Commercial General Liability and Umbrella policies contain a deletion of the railroad coverage exclusion, then this policy is not required.

H. Protection & Indemnity (P&I) $3,000,000 per Occurrence

Should any of the work require marine operations, the Grantee shall provide Protection & Indemnity insurance with respect to bodily injury and/or property damage arising from marine operations.

Grantee's liability shall not be limited to the specified amounts of insurance required herein. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, its Port Commissioners, officers and employees ("Authority Parties"). Grantee agrees to immediately provide to each of its insurers written notice of the terms of the waiver set forth in this Exhibit B, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver. Grantee will provide to Authority a copy of said endorsement or endorsement or evidence that such endorsement is not necessary to prevent the invalidation of the insurance coverage by reason of such waiver. Additionally, the Authority Parties shall be designated as an Additional Insured either by a blanket additional insured or a specific endorsement on all policies, except for Workers' Compensation and Employer's Liability. Each policy, except Workers' Compensation must contain an endorsement that the policy is primary to any other insurance available to the Additional Insureds with respect to claims arising under this Agreement.

Prior to the execution of this Agreement and prior to the expiration date of each of the Policies, Grantee or its insurance producer/broker, shall provide Certificates of Insurance (COI) of the minimum insurance required in this Exhibit. The minimum insurance required may be increased periodically upon request by Authority to commercially reasonable limits. The company writing each of the Policies must possess a current rating with A.M. Best Company of at least "A-, VII".

If Grantee elects to self-insure or to maintain insurance required herein subject to deductibles and/or retentions, Authority and Grantee shall maintain all rights and obligations between themselves as if Grantee maintained the insurance with a commercial insurer including any additional insured status, primary liability, waivers of rights of recovery/subrogation, other insurance clauses, and any other extensions of coverage required herein. Prior to the execution of this Agreement, and annually thereafter, Grantee shall provide evidence of self-insured status by issuing a self-insured letter on company letterhead and endorsed by an executive officer of the company. Grantee shall pay from its assets the costs, expenses, damages, claims, losses and liabilities, including reasonable attorney's fees and necessary litigation expenses at least to the extent that an insurance company would have been obligated to pay those amounts if Grantee had maintained the insurance pursuant to this **Exhibit B**.

Without limiting any of the other obligations or liabilities of Grantee, Grantee shall require each of its contractors performing work on Authority's property pursuant to this Agreement, at the contractor's own expense, to maintain during the term of the Agreement, the same stipulated

minimum insurance as shown herein. As an alternative, Grantee may include its contractors as additional insureds on its own coverage as prescribed under this **Exhibit B**. Grantee's certificate of insurance shall note in such event that its contractors are included as additional insureds and that Grantee agrees to provide workers' compensation for its contractors and the contractor's employees. Grantee shall obtain and monitor the certificates of insurance from each contractor in order to assure compliance with the insurance requirements. Grantee must retain the certificates of insurance for the duration of the Agreement plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its contractors. Authority shall be entitled, upon request and without expense, to receive copies of these certificates.

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of April 22, 2025

DATE: April 22, 2025

TO: Port Commission

FROM: Sam Esquivel
Director of Real Estate Services
Sam@pocca.com
(361) 885-6140

Approve an Engagement Letter with Anderson, Lehrman, Barre & Maraist, LLP, to provide legal services for 2025 not to exceed $50,000.

SUMMARY: Staff requests the Port Commission approve an Engagement Letter with Anderson, Lehrman, Barre & Maraist, LLP (ALBM), to provide legal services not to exceed $50,000. ALBM will provide counsel on general real estate legal matters. ALBM charges for services based on hourly rates. R. Bryan Stone (Stone) will be the principal attorney in charge of PCCA's files. PCCA or ALBM may terminate the engagement agreement at any time upon written notice; provided, however, that this engagement will terminate on December 31, 2025, if not terminated or renewed before then.

BACKGROUND: ALBM is used by the Real Estate Services Department for legal counsel in real estate matters when Welder Leshin has a potential conflict of interest with the opposing counterparty. ALMB typically represents PCCA with real estate matters pertaining to AEP for easement and right of way agreements.

ALTERNATIVES: None

CONFORMITY TO PORT POLICY: This project is consistent with the PCCA Strategic Plan 2026: Strategic Goal #3 – Provide facilities and services to meet customer needs.

EMERGENCY: N/A

FINANCIAL IMPACT: Services not to exceed $50,000.

STAFF RECOMMENDATION: Staff recommends approval of the Engagement Letter with Anderson, Lehrman, Barre & Maraist, LLP, to provide legal services not to exceed $50,000.

DEPARTMENTAL CLEARANCES:

Originating Department Real Estate Service Department
Erin Hall

Reviewed & Approved	Sam Esquivel
Legal	Dane Bruun
Executive Staff	Kent A. Britton Cindy Bertolami

LIST OF SUPPORTING DOCUMENTS:

Engagement Letter

ALBM LAW FIRM | ANDERSON LEHRMAN BARRE MARAIST, L.L.P.

GASLIGHT SQUARE
1001 THIRD STREET, SUITE 1
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ANDREW J. LEHRMAN*
BOARD CERTIFIED CIVIL TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
*ADMITTED IN TEXAS & NEW MEXICO
CERTIFIED MEDIATOR

DENNY BARRE

KEVIN M. MARAIST
BOARD CERTIFIED BUSINESS BANKRUPTCY LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

JEFFREY J. LEHRMAN**
**ADMITTED IN TEXAS, NEW YORK & NEW JERSEY

ANDREW W. SCHUSTER
NATHANIEL J. CLARK

OF COUNSEL:
MARVIN J. WANNER
BOARD CERTIFIED ESTATE PLANNING & PROBATE
TEXAS BOARD OF LEGAL SPECIALIZATION

R. BRYAN STONE
BOARD CERTIFIED REAL ESTATE LAW
COMMERCIAL-RESIDENTIAL-FARM AND RANCH
PROPERTY OWNERS ASSOCIATION
TEXAS BOARD OF LEGAL SPECIALIZATION

April 22, 2025

Via Email: Erin@pocca.com
Port of Corpus Christi Authority of Nueces County, Texas
400 Harbor Drive
Corpus Christi, Texas 78401

RE: PRIVILEGED AND CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGED
Engagement Agreement: Port of Corpus Christi Authority of Nueces County, Texas

Dear Sir/Madam:

This Letter Agreement (the "Letter Agreement" or "Agreement") will serve to confirm the terms under which Port of Corpus Christi Authority of Nueces County, Texas has engaged the law firm of Anderson, Lehrman, Barre & Maraist, L.L.P. to provide legal representation of Port of Corpus Christi Authority of Nueces County, Texas, or at the direction of Port of Corpus Christi Authority of Nueces County, Texas, its subsidiaries and/or affiliates ("POCCA") for negotiation and legal advice related to various real estate matters. Specifically, when signed in the space and manner provided below, this Agreement shall serve to evidence the entire agreement between the law firm of Anderson, Lehrman, Barre & Maraist, L.L.P., hereinafter sometimes referred to as the "Firm", and POCCA, hereinafter sometimes collectively referred to as "you", "your," "Client" or "Clients" wherein you have contracted with and engaged our Firm in connection with your legal representation pertaining to each legal matter you engage the firm to handle for you.

Our Firm and you, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), to each in hand paid, and in consideration of the premises and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, have COVENANTED and AGREED, and do by these presents COVENANT and AGREE as follows:

I. Engagement Matter

You and the Firm have agreed that the Firm will undertake the legal representation of you in connection with various general, transactional and/or litigation legal matters pertaining to your business operations. The Firm has conducted a conflict check and has accepted the matter,

therefore, the terms of this Letter Agreement describe the basis upon which our Firm will provide legal services to you for each matter and how the Firm will be compensated for our services.

II. Services Provided

Our general, transactional and/or litigation services provided to you in connection with our representation of you may include researching, advising, counseling, negotiating, investigating, handling, prosecuting, defending, arbitrating, mediating or settling various legal matters. Such representation may consist of advising you on legal matters that may arise from time to time including but not limited to legal services such as researching laws or regulations, preparing, reviewing and revising documents, materials and other information provided by you or gathered by us. They may also involve advising you of any offers of settlement and negotiating on your behalf, including the writing of correspondence and demands to resolve any lawsuit or claim. If you approve of filing or answering any lawsuit in connection with this matter, our services may also consist of formulating and filing pleadings, motions and, making court appearances, investigating claims and/or defenses and obtaining factual information to prepare for negotiations, mediation, arbitration and the actual trial, if necessary. In addition, our services provided may include telephone conferences, participation in settlement negotiations, and writing and responding to incidental correspondence, including e-mail communications, as well as reviewing correspondence, documents and legal research.

III. Favorable Outcome Not Guaranteed

CLIENT UNDERSTANDS THAT THE FIRM HAS NOT AND WILL NOT MAKE ANY REPRESENTATION CONCERNING THE SUCCESSFUL OUTCOME OF ANY CURRENT OR FUTURE CLAIM OR MATTER OR THE FAVORABLE OUTCOME OF ANY NEGOTIATIONS OR LEGAL ACTION, AND HAS NOT AND WILL NOT GUARANTEE THAT THE FIRM WILL OBTAIN REIMBURSEMENT TO CLIENT OF ANY OF THE FEES, COSTS, AND/OR EXPENSES INCURRED BY CLIENT IN THE PROSECUTION OF DEFENSE OF ANY MATTER OR CLAIM. CLIENT FURTHER EXPRESSLY ACKNOWLEDGES THAT ALL STATEMENTS BY THE FIRM OR ANY ATTORNEY OR EMPLOYEE OF THE FIRM ON THESE MATTERS ARE STATEMENTS OF OPINION ONLY.

IT IS FURTHER DISTINCTLY UNDERSTOOD AND AGREED BETWEEN CLIENT AND THE FIRM, THAT SAID FIRM, WHEN AND IF THE FIRM DECIDES, MAY ELECT BEFORE OR AFTER BEGINNING REPRESENTATION OF YOU ON ANY MATTER TO DECLINE OR TERMINATE OUR REPRESENTATION OF YOU IN SUCH MATTER.

IV. Fees, Expenses and Retainer

The Firm charges for our services provided on the basis of hourly rates. I will be the principal attorney in charge of your files. I currently charge $350.00 per hour for my time. Other attorneys may assist me or be delegated certain matters. The other attorneys in our Firm who may work on this file currently charge between $200.00 and $400.00 per hour. The legal assistants that

will work on this matter currently charge an hourly rate of $100.00 to $150.00 per hour. I estimate our legal fees will be in an amount not to exceed $50,000.00.

In addition to our hourly fees for services provided, we will bill you for actual costs and expenses incurred in connection with our work on all matters relating to the Client. These fees and expenses will be billed periodically, usually monthly. Items which will be charged may include expenses and costs such as court costs, filing fees, telephone charges, telecopies, computerized legal research, computer assisted document preparation, messenger and courier charges, express delivery charges, copy, printing, scanning and reproduction costs, meals, lodging, mileage and other travel expenses as well as any charges of fees and expenses made by outside experts or consultants (including accountants, appraisers or other legal counsel). All bills for costs and expenses that are from third party vendors are usually forwarded to you for payment or directly billed to you; however, to the extent that the charges are not paid directly by you, such charges will be included on our statement in addition to the fees for services rendered. In the event you are forwarded any such bills for third party vendor costs or expenses, you are required to pay them in full within thirty (30) days of your receipt of such invoice or bill.

All sums for legal services rendered and expenses incurred by the Firm are due and payable at the above address in Corpus Christi, Nueces County, Texas, within thirty (30) days after your receipt of each invoice. Our Firm accepts representation of you based on your agreement to pay the Firm for all services rendered and costs expended in connection with such legal representation.

If you have any questions about or objections to a statement, our Firm will be pleased to discuss them with you and to provide any additional explanation of our work that you may require. It is essential that, if you do have questions or objections, you advise us promptly so that our Firm may resolve any difficulties as quickly as possible and avoid any interference with our attorney-client relationship.

In the event Client fails to make full and timely payment of any billings on any matter, Client understands and agrees that the Firm may refuse to perform any further legal services until the billings are paid in full, and further, the Firm may withdraw from any further representation of the Client on that matter and/or any other matter the Firm is engaged in.

V. Right of Termination

You have the right to terminate this Agreement, but all fees, costs and expenses owed the Firm under this Agreement for work done and/or expenses incurred on your behalf prior to the effective date of your termination of this Agreement shall still be due and owing to the Firm. Likewise, upon written notice to you, the Firm also has the right, to withdraw and discontinue its representation of you only with your consent or without your consent if withdrawal can be accomplished without material adverse effect on your interests. In such event, you will pay the Firm for all of its fees, which have been incurred to that date, together with all costs and expenses actually expended or incurred by the Firm on your behalf in connection with this matter. Either POCCA or the Firm may terminate the engagement at any time upon written notice; provided,

however , that this engagement will terminate on December 31, 2025, if not terminated or renewed before then.

VI. Miscellaneous

A. It is difficult to estimate at this time the total cost for legal representation of any matter. It is our practice to keep you apprised of the status and all negotiations between all parties involved, and if requested, we will give you our opinion with respect to the law as applicable to each matter. Everything possible will be done to expedite the appropriate disposition of each matter we are engaged in consistent with the time limitations imposed by law and the protection of your present and future legal interests. If you should have any questions and I am not available, please feel free to contact my legal assistant and she will attempt to answer any questions you may have or furnish you any information you may require.

B. You are hereby notified that all funds deposited in the Firm trust account, including your funds, if any, draw interest. That interest is paid by the depository to the Texas Equal Access to Justice Foundation under orders of the Texas Supreme Court. The Firm receives none of the interest so earned and receives no benefit from the foundation except those benefits that all Texas citizens receive as a result of the services rendered for the Foundation.

C. You should seek the advice of independent legal counsel before executing this document as it is an agreement between the Firm and you that affects your legal rights and remedies.

D. With this agreement, Client has been provided with a copy of the Texas Lawyer's Creed adopted by the Texas Supreme Court and the Texas Court of Criminal Appeals. Client acknowledges receipt of such Lawyer's Creed. Client further acknowledges that Client understands that Attorneys shall at all times endeavor to adhere to such creed, and Client shall not seek to have Attorneys violate the provisions of the Texas Lawyer's Creed.

E. During the course of our representation of you, you agree to assist us in furnishing information and other data relating to the issues and matters involved and the claims being asserted and assisting us in locating any and all witnesses which may have relevant information about each matter. Some of these witnesses may have to testify, upon reasonable notice, at any trial or on deposition. In this regard, you have agreed to assist the Firm in coordinating the testimony of the various witnesses, whether such testimony is by deposition, at trial or at a mediation or arbitration.

F. All parties shall cooperate in taking necessary actions to expedite the appropriate disposition of each matter upon which we are working consistent with time limitations imposed by law in the protection of the Clients' present and future legal interests. There may well be some difficult decisions to make in this matter and as the attorney responsible for this file, the Client will be kept advised as to all material developments in each matter as well as any and all settlement offers which have been made. The decision to settle or not settle a controversy will be determined by the Client after consulting with the attorneys working on the case. It is important for the Client

to understand that, as attorneys, we can only make recommendations with respect to a settlement and the ultimate decision with regard to any settlement will be that of the Client.

G. In the event attorney's fees are recovered as part of this matter, such attorney's fees will be credited against the total amount owing to the Firm as a result of our representation and paid directly to the Firm. Any excess will be refunded to you upon conclusion of the matter, unless any amounts are owed the Firm by you in any other matter.

H. This Agreement may be executed in one or more counterparts and, notwithstanding the fact that all parties did not execute the same or any counterpart, each of the executed counterparts shall, for all purposes, be deemed to be an original and all of such executed counterparts shall constitute one and the same instrument and such instrument shall, as long as one of the named signatories has executed at least one counterpart, be binding on all of the parties who shall have signed one or more of such counterparts, whether or not all signatures of all the named parties shall appear on any single counterpart.

I. This contract embodies the entire agreement of the parties hereto with respect to the matters herein contained, and it is agreed that this contract may not be altered, modified, amended or revoked unless by written agreement signed by all parties hereto. There are no agreements concerning the subject matter of this Agreement which have not been included in this document. FURTHER, YOU ACKNOWLEDGE THAT IN ADDITION TO CLIENTS HAVING READ THIS AGREEMENT IN ITS ENTIRETY, THE UNDERSIGNED ATTORNEY HAS ANSWERED ANY QUESTIONS CONCERNING THE AGREEMENT RAISED BY CLIENTS AND CLIENTS UNDERSTAND THE AGREEMENT AND CONSIDER IT TO BE FAIR AND REASONABLE.

Our Firm is privileged to have this opportunity to be of service to you. We appreciate your trust and confidence as well as your business. If Client's understanding of our agreement is as outlined in this letter, please sign the enclosed copy on the space provided and return it to me via electronic mail at bstone@albmlaw.com.

Very truly yours,

ANDERSON, LEHRMAN,
BARRE & MARAIST, L.L.P.

R. Bryan Stone

The undersigned agrees to the terms of the foregoing fee and expenses agreement this _____ day of April 2025.

Port of Corpus Christi Authority of Nueces County, Texas

By: _____

Name: _____

Title: _____

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.

Adopted by Supreme Court and Court of Criminal Appeals Nov. 7, 1989. Reaffirmed by Supreme Court March 26, 2013.

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of April 15, 2025

DATE: April 15, 2025

TO: Port Commission

FROM: Tony MacDonald, Director of Operations
tmacdonald@pocca.com
(361) 885-6156

Approve the Second and Final Renewal Extension Option with Unifirst Holdings, Inc. for an estimated amount of $40,000 with one-year period extension to April 17, 2026 for Work Uniform Rental Services

SUMMARY: Staff requests approval to exercise the second and final one-year extension option with UniFirst Holdings, Inc., with an estimated amount of $40,000 for work uniform rental services.

BACKGROUND: Commission awarded a contract with UniFirst Holdings, Inc. in March 2020 using a competitive bidding process to provide work uniform rental services for a period of three (3) years in the estimated amount of $120,000. In addition, the commission awarded an additional cost of $40,000 to add high visibility reflective striping to uniform shirts for PCCA field staff which extended the contract term for an additional year due to the change. Prot Commission approved the first renewal extension in April 2024.

ALTERNATIVES: None

CONFORMITY TO PORT POLICY: This project conforms to the Port's Strategic Plan 2024, Strategic Plan Goal #1 Foster Strategic Growth. This contract secondarily support Strategic Plan Goal #3 Provide Facilities and Services to Meet Customer Needs.

EMERGENCY: No

FINANCIAL IMPACT: Estimated annual cost to extend the uniform rental services contract an additional year for an estimated $40,000. Estimated Total for the entire contract is $240,000.

STAFF RECOMMENDATION: Staff recommends approval to exercise the second and final one-year extension option with UniFirst Holdings, Inc. in an estimated amount of $40,000 for work uniform rental services through April 17, 2026.

DEPARTMENTAL CLEARANCES:

Originating Department	Operations
Reviewed by	Tony MacDonald
	Eduardo Belmarez
Legal	Dane Bruun
Executive Staff	Kent A. Britton
	Kyle Hogan
	Cindy Bertolami

SUPPORTING DOCUMENTS:

Contract Modification No. 5

PORT CORPUS CHRISTI®

CONTRACT MODIFICATION

1. CONTRACT NO.	2. MODIFICATION NO.	3. EFFECTIVE DATE	4. CONTRACTOR NAME
20-501A	No. 5	4/16/2025	UniFirst Holdings, Inc.

5. CONTRACT MODIFICATION:

The contract identified above is modified as described in Block 8, pursuant to the terms and conditions of the contract. Except as modified herein, all other provisions of the contract (including, but not limited to, price, delivery, and completion date) remain unchanged.

6. AMOUNT OF THIS MODIFICATION:		$40,0000.00
PRIOR CONTRACT AMOUNT:		$200,000.00
NEW CONTRACT AMOUNT:		$240,000.00
7. TERM OR PERIOD OF PERFORMANCE:		
PRIOR:		March 5, 2020
NEW:		April 17, 2026

8. DESCRIPTION OF MODIFICATION:

Exercise the second and final 1-year renewal option to extend the contract.

9. CONTRACTOR

Robert Dunn, Route Service Manager Name and Title	Robert Dunn Robert Dunn (Apr 10, 2025 13:58 CDT) Signature of Authorized Agent	04/10/2025 Date

10. PORT OF CORPUS CHRISTI

Tony MacDonald, Director of Operations **Name and Title (Type or Print)**	Signature	Date
Kyle Hogan, Chief Operating Officer Name and Title	Signature	Date

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting April 22, 2025

DATE: April 22, 2025

TO: Port Commission

FROM: Tony MacDonald
Director of Operations

Approve a professional engineering services contract amendment in the amount of $30,164.96 with Hatch Associates Consultants, Inc., for additional engineering services associated with the Security Station Canopies at Avery and Stroman Project.

SUMMARY: Staff requests approval of a professional engineering services contract amendment in the amount of $30,164.96 with Hatch Associates Consultants, Inc. (Hatch), for additional engineering services associated with the Security Station Canopies at Avery and Stroman Project.

BACKGROUND: On July 16, 2024, the Port Commission approved a professional engineering services contract with Hatch, for engineering services associated with the Security Canopies at Avery and Stroman Project.

The original contract scope or work includes the design of two canopies covering the Avery and Stroman security inspection areas in order to comply with 33 CFR Part 105.255 that states, “The locations where persons, personal effects and vehicle screenings are to be conducted. The designated screening areas [for persons, personal effects and vehicles] should be covered to provide for continuous operations regardless of the weather conditions.” The original scope of work included locating pipelines and other utilities in the vicinity the proposed canopy foundations. A few underground utilities were identified at Stroman and can be relocated during construction or are not in conflict with the proposed canopy foundations. At Avery, several pipelines and utilities were found and potentially conflict with the proposed canopy foundations. Pipelines are more challenging and time-consuming to relocate than most utilities and could cause major delays during construction if they conflict with the proposed foundations.

To prevent construction delays, additional subsurface utility exploration is needed to determine if there is a viable location for the canopy foundations that does not conflict with the pipelines and utilities at Avery. The additional subsurface exploration will determine the depths and clearances around the pipelines and utilities.

Staff negotiated the attached amendment with Hatch accordingly. The scope of services includes additional subsurface utility exploration and associated project management.

ALTERNATIVES: None.

CONFORMITY TO PORT POLICY: The project conforms to the PCCA's Strategic Plan 2026 (Strategic Goal #2 – Provide Be a Good Business + Community Partner.

EMERGENCY: No.

FINANCIAL IMPACT: This project is included in the 2025 budget.

STAFF RECOMMENDATION: Staff recommends approval of a professional engineering services contract amendment in the amount of $30,164.96 with Hatch Associates Consultants, Inc. for additional engineering services associated with the Security Station Canopies at Avery and Stroman Project.

DEPARTMENTAL CLEARANCES:

Originating Department	Operations
Reviewed & Approved	Tony MacDonald
Legal	Standard Engineering Services Contract
Senior Staff	Kent Britton
	Kyle Hogan

LIST OF SUPPORTING DOCUMENTS:
Professional Engineering Services Contract Amendment

AMENDMENT NO. 1

TO
PROFESSIONAL ENGINEERING SERVICES CONTRACT
FOR
PROJECT NAME: SECURITY STATION CANOPIES AT AVERY AND STROMAN
PROJECT NUMBER: 24-308A

This Amendment No. 1 (the "***Amendment***") is made effective as of April 22, 2025 ("***Amendment Date***") by and between the Port of Corpus Christi Authority of Nueces County, Texas, a navigation district operating under Article XVI, Section 59 of the Texas Constitution ("***Authority***"), and Hatch Associates Consultants, Inc. ("***Engineer***"). Authority and Engineer are sometimes individually referred to herein as a "***Party***" and collectively as the "***Parties***".

WHEREAS, Authority and Engineer entered into a Professional Engineering Services Contract dated July 16, 2024 (the "***Contract***"), under the terms of which Engineer agreed to perform the services described in the Scope of Services attached to the Contract as **Exhibit A**;

WHEREAS, the Authority and Engineer have agreed to expand the Services to be provided under the Contract, to increase the compensation payable to Engineer under the Contract, and to extend the Deadline.

NOW, THEREFORE, for a good and valuable consideration, the Parties hereby agree as follows:

A. Section 1 of the Contract is amended to include additional scope of services described in and set forth in **Exhibit A-1** to this Amendment, which is incorporated herein by reference.

B. Section 2 of the Contract is amended to extend the Deadline within Section 2 (Period of Service) from December 31, 2025 to June 30, 2026.

C. Section 7 (Compensation) of the Contract is amended to include the Fee Schedule described in and set forth in **Exhibit B-1** to this Amendment, which is incorporated herein by reference. The total amount paid to Engineer for the Additional Services in **Exhibit A-1,** including reasonable travel expenses and other expenses, shall not exceed **Thirty Thousand One Hundred Sixty-Four and 96/100 Dollars ($30,164.96)**.

D. This Amendment shall be binding on the successors and assigns of the Parties.

E. Except as specifically amended hereby, all terms and conditions of the Contract shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Contract, the terms and conditions of this Amendment shall control.

F. This Amendment may be executed in multiple counterparts, each of which will be considered to be an original. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. The Parties may provide signatures to this Amendment by facsimile or Adobe ".pdf" file and such facsimile or Adobe ".pdf" file signatures shall be deemed to be the same as original signatures.

In Witness Whereof, the Parties have caused this Amendment to be executed by their duly authorized representatives effective for all purposes as of the Amendment Date.

PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS

By: _____
Kent Britton
Chief Executive Officer

Date: _____

HATCH ASSOCIATES CONSULTANTS, INC.

By: Damon Jericho
Damon Jericho (Apr 15, 2025 08:54 PDT)
Damon Jericho
USA Regional Director - Transportation

Date: 04/15/2025

Exhibit A-1

AMENDMENT NO. 1 - ADDITIONAL SCOPE OF SERVICES

A2.02 Amendment No. 1 Scope of Services – SUPPORT SERVICES

A. Engineer shall:

1. Specify location for test holes, and provide SUE services.
2. Using non-destructive means, excavate to measure and record depth and location of found items.
3. Record depth of utility, line size, line material, condition of line, type of soil around the line and provide markers at each utility location.
4. Test holes to be backfilled with excavated material, compacted in lifts, and restore pavement with compacted asphalt.
5. Submit sealed findings showing utility depth, size and line material, condition of line, type of soil for each location.
6. Provide oversight and project management.

Exhibit B-1

FEE SCHEDULE

Authority shall pay the Engineer will perform the Services described in Exhibit A-1 in accordance with the terms and conditions of this Amendment on an hourly fee basis, provided, however, that the total fee for services (including reasonable travel expenses and other expenses) rendered under this Amendment will not exceed **Thirty Thousand One Hundred Sixty-Four and 96/100 Dollars ($30,164.96)** without Authority's written approval. Services provided by Engineer will be billed as specified in **Exhibit B** of the original Contract and **Exhibit B-1** of this Amendment. These fees will cover all of Engineer's overhead costs, including but not limited to, office rent, long distance telephone charges, postage, payroll, and copying charges.

DESCRIPTION OF SERVICES	Original Contract Breakdown	Amendment No. 1 Breakdown (current)	Amended Total Contract Breakdown
BASIC SERVICES:			
Project Management	$21,393.00	$3,333.96	$24,726.96
Preliminary Design Phase	$12,491.00	$0.00	$12,491.00
Final Design Phase	$61,209.00	$0.00	$61,209.00
Bid Phase	$4,117.00	$0.00	$4,117.00
Construction Phase	$11,063.00	$0.00	$11,063.00
Closeout Phase Services	$5,562.00	$0.00	$5,562.00
Subtotal, Basic Services	**$115,835.00**	**$3,333.96**	**$119,168.96**
SUPPORT SERVICES:			
Topographic Survey	$8,180.00	$0.00	$8,180.00
Subsurface Utility Survey	$17,778.00	$26,831.00	$44,609.00
Subtotal, Support Services	**$25,958.00**	**$26,831.00**	**$52,789.00**
SUMMARY OF FEES:			
Basic Services Fee	$115,835.00	$3,333.96	$119,168.96
Support Services Fee	$25,958.00	$26,831.00	$52,789.00
TOTAL NOT TO EXCEED AMOUNT	**$141,793.00**	**$30,164.96**	**$171,957.96**

The Authority agrees to reimburse the Engineer for certain authorized and approved travel expenses incurred by the Engineer during the Term and directly resulting from the Engineer's performance of the Services under this Contract and amendment. Authority will also reimburse the Engineer for certain authorized and approved direct costs incurred by the Engineer in performing the Services. The Engineer shall submit proper documentation of any such approved travel expenses and Direct Costs to Authority from time to time, and such costs and expenses shall be billed to Authority at Engineer's actual cost.

No later than the tenth (10^{th}) of each calendar month, 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 Engineer in writing (including email)

within twenty (20) days of any disputed amounts.

Should this Contract be terminated for any reason, the Engineer will be paid all fees earned up to the termination date and any approved direct expenses incurred.

PSC Amendment No. 1

Final Audit Report 2025-04-15

Created:	2025-04-15
By:	Annette Mendoza (amendoza@pocca.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAActpFjs3oSyRuTa5q7ceg6g-mPoFTD65P

"PSC Amendment No. 1" History

Document created by Annette Mendoza (amendoza@pocca.com)
2025-04-15 - 1:49:19 PM GMT- IP address: 64.183.208.115

Document emailed to damon.jericho@hatch.com for signature
2025-04-15 - 1:49:56 PM GMT

Email viewed by damon.jericho@hatch.com
2025-04-15 - 3:46:28 PM GMT- IP address: 52.102.12.69

Signer damon.jericho@hatch.com entered name at signing as Damon Jericho
2025-04-15 - 3:54:35 PM GMT- IP address: 12.76.46.214

Document e-signed by Damon Jericho (damon.jericho@hatch.com)
Signature Date: 2025-04-15 - 3:54:37 PM GMT - Time Source: server- IP address: 12.76.46.214

Agreement completed.
2025-04-15 - 3:54:37 PM GMT

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of April 22, 2025

DATE: April 22, 2025

TO: Port Commission

FROM: Daniel J. Koesema, PE, CFM
Director of Channel Infrastructure

Approve Service Order No. 2 under Master Services Agreement No. 23-01 with Moffatt & Nichol in an amount not to exceed $140,300 for engineering design services associated with the Viola Turning Basin Bulkhead Improvement Project

SUMMARY: Staff requests approval of Service Order No. 2 under Master Services Agreement No. 23-01 with Moffatt & Nichol in an amount not to exceed $140,300 for engineering design services associated with the Viola Turning Basin Bulkhead Improvement Project.

BACKGROUND: Since the deepening and expansion of the Viola Turning Basin as part of the Corpus Christi Ship Channel Improvement Project, approximately 30 feet of shoreline has eroded over the past 8 to 9 months along the north side. The erosion has progressed to within 19 feet from the Viola Channel G Range Rear Light, placing the structure and surrounding infrastructure at risk.

To address this issue, PCCA has been coordinating closely with the U.S. Army Corps of Engineers (USACE) to identify the most expedient and effective solution. Based on our joint assessment, the anticipated course of action is the construction of approximately 900 linear feet of new bulkhead, extending east from the existing structure to stabilize the shoreline.

After evaluating multiple alternatives, USACE and PCCA staff have determined that the most efficient path forward is for PCCA to lead the design and construction of the bulkhead as in-kind services. This approach will expedite implementation and will be cost-shared under the project's established cost share allocation, with PCCA receiving credit toward its cost share obligation. Long-term operation and maintenance of the bulkhead will remain the sole responsibility of PCCA.

PCCA and USACE are currently working to amend the Project Partnership Agreement (PPA) to formally include the bulkhead as part of the authorized project. This amendment will be brought to the Port Commission for consideration at an upcoming meeting.

Staff negotiated the attached Service Order No. 2 with Moffatt & Nichol for engineering design and bid phase services. The scope of work generally includes topographic and bathymetric surveying, engineering design, and preparation of construction contract documents.

Please note: geotechnical investigations will be performed by another firm under a separate contract.

ALTERNATIVES: N/A

CONFORMITY TO PORT POLICY: The project conforms to the PCCA's Strategic Plan 2026 (Strategic Goal #3 – Provide Facilities and Services to Meet Customer Needs).

EMERGENCY: N/A

FINANCIAL IMPACT: Although this specific work was not individually budgeted, we did allocate $5 million in the FY25 Capital Budget for the project, which can be applied to support this effort.

STAFF RECOMMENDATION: Staff recommends approval of Service Order No. 2 under Master Services Agreement No. 23-01 with Moffatt & Nichol in an amount not to exceed $140,300 for engineering design services associated with the Viola Turning Basin Bulkhead Improvement Project.

DEPARTMENTAL CLEARANCES:

Originating Department	Channel Infrastructure
Reviewed & Approved	Daniel J. Koesema
Legal Reviewed by	Dane Bruun
Executive Staff	Kent Britton
	Kyle Hogan

LIST OF SUPPORTING DOCUMENTS:

Moffatt & Nichol Service Order No. 2
Exhibit
Photos

SERVICE ORDER
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
MASTER SERVICES AGREEMENT NO. 23-01

PROJECT NAME: Viola Turning Basin Bulkhead Improvement Project
PROJECT NO. 04-027P
SERVICE ORDER NO. 2
COMMENCEMENT DATE: April 22, 2025

This Service Order is executed by any between the Port of Corpus Christi Authority of Nueces County, Texas ("**PCCA**") and Moffatt & Nichol ("**Engineer**"). PCCA and Engineer agree that all of the Services authorized by this Service Order shall be subject to the terms and conditions of PCCA's Master Services Agreement No. 23-01 between PCCA and Engineer, as amended ("**Agreement**"). Upon execution of this Service Order, the Agreement shall be incorporated into and be considered part of this Service Order as if set forth herein in its entirety. Any capitalized terms in this Service Order that are not defined herein shall have the meanings given to them in the Agreement. If there is any inconsistency between the terms of this Service Order and the terms of the Agreement, the terms of this Service Order will control.

Engineer will provide the Services described in the Services of Engineer below in connection with the Specific Project described below.

1. Description of Project:

The Viola Turning Basin Bulkhead Improvement Project involves the construction of a new bulkhead structure along an approximately 900-linear-foot section on the north side of the Viola Turning Basin. The work under this Service Order includes engineering design services and preparation of contract documents for the new bulkhead structure.

2. Services of Engineer (Scope of Services)

A. The specific Basics Services to be provided or furnished by Engineer under this Service Order are set forth in "Part 1 - Basic Services" of **Exhibit A**, "Standard Language for *Engineer's Services*," modified for this specific Service Order, and attached to and incorporated as part of this Service Order.

B. Engineering-based documents submitted under this Service Order shall include the responsible Engineer's identification and release note on documents submitted for interim review and the Engineer's seal on final documents. This includes bound or unbound engineering-based reports, studies, master plans, design basis, criteria, and calculations, quantity estimates, cost opinions, drawings, technical specifications, addendums, change orders, and any other engineering-based document on which the PCCA will rely on for significant decisions, planning, and/or construction. If there is

more than one responsible engineer, the respective responsibilities must be noted accordingly.

3. PCCA's Responsibilities

PCCA shall have those responsibilities set forth in Section 5.01 of the Agreement.

4. Service Order Schedule

In addition to any schedule provisions provided in **Exhibit A** or elsewhere, the parties shall meet the following schedule:

Party	Action	Estimated Schedule (Calendar Days unless otherwise noted)
PCCA	Issue Notice to Proceed	April 23, 2025
Engineer	Basis of Design	May 14, 2025
Engineer	Furnish 65% drawings to PCCA	June 4, 2025
Engineer	Furnish 95% drawings to PCCA	June 25, 2025
Engineer	Furnish IFB documents to PCCA	July 16, 2025

This Service Order will expire December 31, 2025.

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 Lump Sum plus Named Reimbursable Expenses.

The Lump Sum amount for this Service Order is $140,300, inclusive of all associated expenses.

The lump sum amount of compensation payable for each category of services rendered under this Service Order is as follows:

Description of Service	Amount
Viola Turning Basin Bulkhead Design and Bid Phase Support Services (Lump Sum)	$ 140,300
LUMP SUM AMOUNT	**$ 140,300**

The terms of payment are set forth in Article 4 of the Agreement.

6. Consultants/Subconsultants retained or that may be retained as of the Commencement Date of the Service Order:

T. Baker Smith (Hydrographic and topographic surveys)

7. Other Modifications to the Agreement or the Exhibits to the Agreement:

Not Applicable

8. Insurance Requirements:

Engineer shall maintain the insurance coverage described in Article 11 of the Agreement for as long as Engineer is providing services under this Service Order.

9. Exhibits or Attachments to this Service Order:

Exhibit A – Engineer's Services for Service Order

10. Documents (other than the Agreement) Incorporated by Reference:

Not Applicable

11. Terms and Conditions

Execution of this Service Order by PCCA and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Service Order signed by PCCA.

[Signature page follows this page]

IN WITNESS WHEREOF, each Party has executed this Service Order effective for all purposes as of the Commencement Date.

PCCA:

Port of Corpus Christi Authority of Nueces County, Texas

By: _____

Name: Kent Britton

Title: Chief Executive Officer

Date Signed: _____

Address for giving notice:
Attention: Director of Channel Infrastructure
400 Charles Zahn, Jr. Drive
Corpus Christi, Texas 78401

PCCA's Designated Representative:

Daniel J. Koesema, PE, CFM

Title: Director of Channel Infrastructure

Phone Number: (361)885-6138

E-Mail: dan@pocca.com

Engineer:

Moffatt & Nichol

By: _____

Name: Abhishek S. Shethji

Title: Vice President

Date Signed: April 16, 2025

Address for giving notice:
1780 Hughes Landing Boulevard
Suite 575
The Woodlands, Texas 77380

Engineer's Designated Representative:

Ray Devlin

Title: Supervisory Engineer

Phone Number: (713) 977-7372

E-Mail: rdevlin@moffattnichol.com

EXHIBIT A
ENGINEER'S SERVICES FOR SERVICE ORDER

PART 1 - BASIC SERVICES

A1.01 Viola Turning Basin Bulkhead Design

A. **Kick of Meeting** – Includes participation in a kick-off meeting with PCCA and appropriate subcontractors to define the following: lines of communication, review overall scope and schedule, review available data, and discuss site visit logistics.

B. **Site Visit –** Involves performance of a site visit to the turning basin location to inform the design activities.

C. **Topographic and Hydrographic Survey –** Consists of development of a topographic and hydrographic survey of the project limits, as identified by PCCA.

D. **Preliminary Engineering**

1. Engineer will develop an idealized bulkhead top of wall elevation, alignment, and length based on overall functional requirements, and input from PCCA.

2. Engineer will develop bulkhead concepts, including variations of the potential king pile wall and deadman anchor alternative.

3. Engineer will develop a Basis of Design document that will document the preliminary design and address the design required requirements for the new bulkhead. The Basis of Design document will include, but not limited to, the following:

    - Functional requirements
    - Design File
    - Codes and standards
    - Site layout constraints
    - Material requirements
    - Environmental (waves, etc.) conditions summary

E. **Detailed Design –** Consists of completion of the detailed design for the new bulkhead wall and coordination with PCCA's geotechnical contractor (Terracon Consultants, Inc.) to review factual reports and direct, where necessary, laboratory testing. The Engineer shall

also develop design parameters, including earth pressure coefficients and other geotechnical inputs required to support final design.

1. Engineer will perform a global stability analysis of the (anchored) bulkhead system and will model the proposed slopes for drained (long-term), undrained (short term) conditions, and rapid draw down conditions. SLOPE/W version 2022.1 by GeoStudio will be used to analyze the slope stability. The analysis will include an assessment of the bulkhead toe elevations for active and passive pressure equilibrium.

2. Engineer will design the (assumed) anchored combination steel pipe pile/intermediate steel sheetpile bulkhead that is required. The Engineer will develop structural models to design the overall elements of the bulkhead including the following:

    - Steel pipe kingpiles
    - Intermediate steel sheetpiles
    - Anchor system (tie-rod and deadman)

3. Engineer will assess the need for shoreline protection, either above or below the water line. If required, Engineer will develop the detailed design of the rock ripap, including the rock gradation, bedding requirements, and any geotextiles. Engineer will base any shoreline protection on methodologies outlined in the USACE Coastal Engineering Manual.

F. **Construction Documents –** Consists of preparation of construction documents for the bulkhead wall and providing design submittals at the 65% (drawings only), 95%, and Issued for Bidding (IFB) stages.

1. Engineer shall prepare a set of construction drawings to provide the requirements for work to Bidders and the selected Contractor. The drawings will be prepared under the supervision of a Registered Engineer in the State of Texas and shall become part of a package that shall constitute the Contract Documents. The drawing size will be "D" size (22" x 34") utilizing AUTOCAD 2022 and shall incorporate reference files so that the drawings accurately reflect the existing conditions at the site. The drawings will contain the following:

    - Title Sheet
    - Index of Drawings
    - General Notes & Abbreviations
    - Existing Site Conditions

- Overall Site Plan
- Boring Locations Plan
- Boring Logs
- Bulkhead Overall Plan
- Bulkhead Sections and Details (4 Sheets)
- Shore Protection Plan Area (if required)
- Shore Protection Sections 2 Sheets (if required)
- Miscellaneous Details

2. Engineer shall prepare a set of technical specifications to provide the requirements for work to allow Bidders to provide a bid and the selected Contractor to install the elements. The technical specifications shall be prepared under the supervision of a Registered Engineer in the State of Texas and shall become part of a package that shall constitute the Contract Documents. The technical specifications will include, but not be limited to, the following:

    - Earthwork
    - Clearing and Grubbing
    - Cast-in-Place Concrete
    - Steel Pipe Piles
    - Structural Steel
    - Metal Fabrications
    - Coating of Steel Structures
    - Catholic Protection
    - Geotextiles
    - Stonework

G. **Project Management & Meetings –** A Project Manager will be assigned to guide the work efforts and be responsible for project completion. Meetings will be coordinated with PCCA and progress reports will be issued to PCCA on a weekly basis.

1. Engineer will provide project controls during timeframe of the project, which will include the following:

    - Project Execution Plan
    - QA/OCA Control Plan
    - Monthly Progress Reports
    - Monthly Invoicing

2. Engineer shall review all documents produced utilizing the formalized QA/QC process. The program will follow the Project Specific Plan that is developed at the onset of the project.

PART 2—SUPPORT SERVICES

A1.02 Bid Phase Support Services – Engineer shall provide bid phase support service including but not limited to:

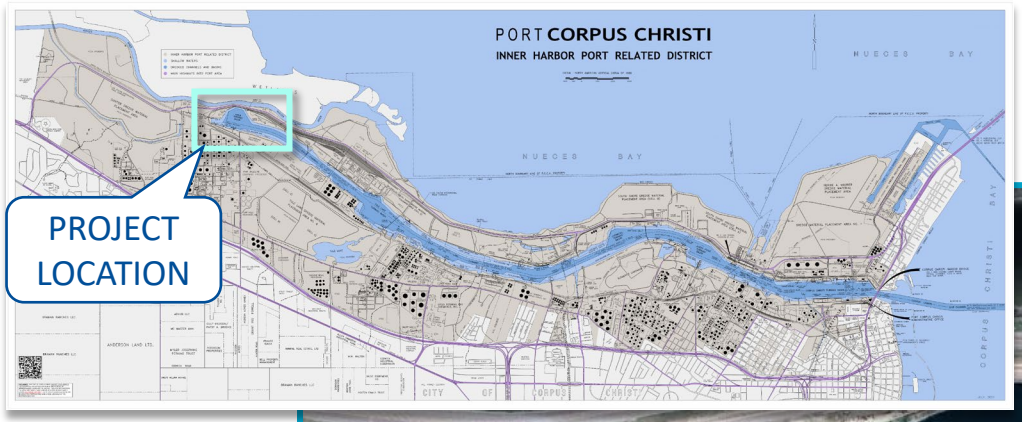
1. Attendance and participation in PCCA's Pre-Bid Conference.

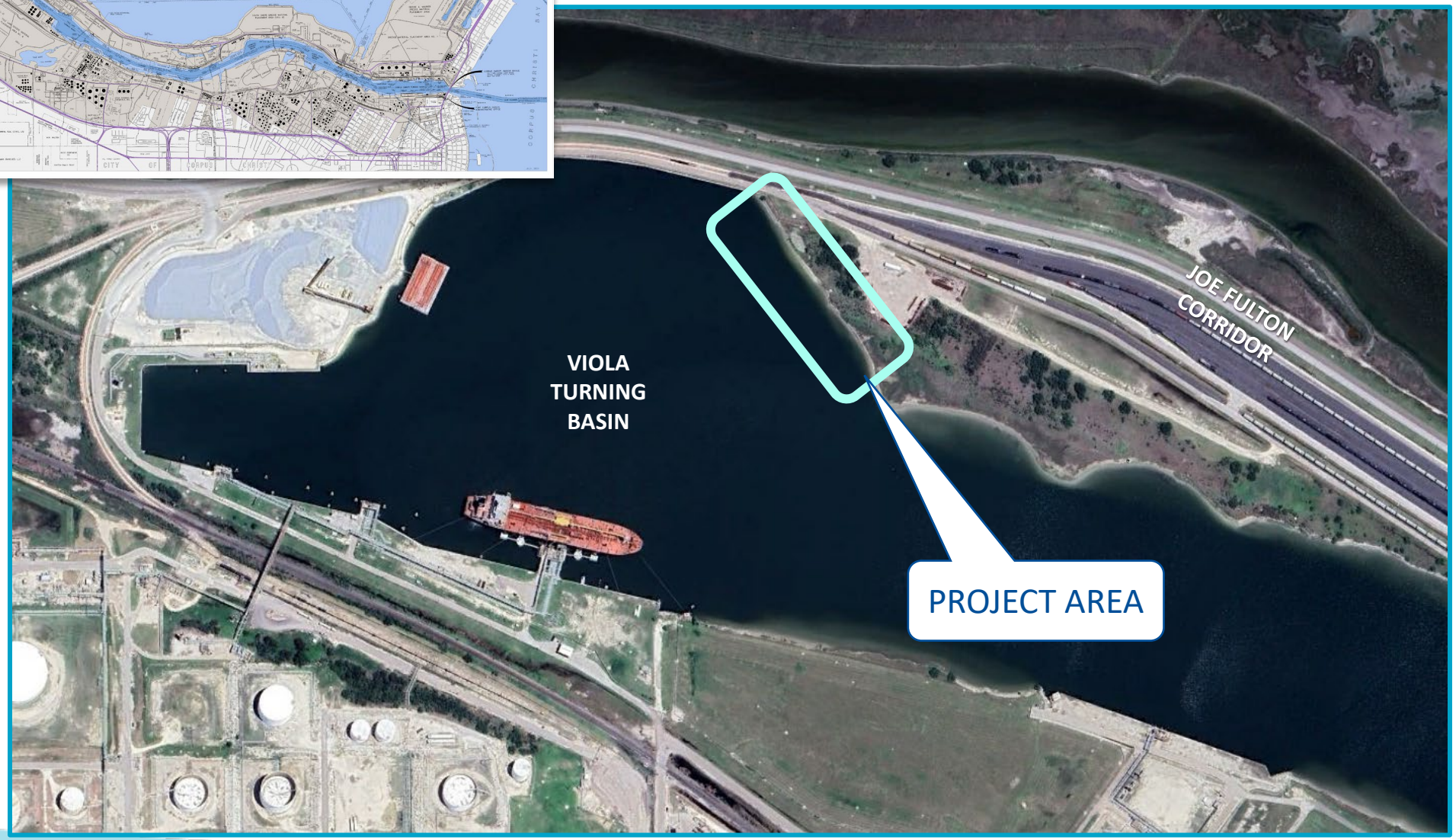
2. Preparation of addenda, as appropriate and as requested by PCCA, to clarify, correct, or revise the IFB documents.

3. Technical support or information as requested by PCCA during bid review, proposal evaluation, or negotiations with prospective construction contractors.

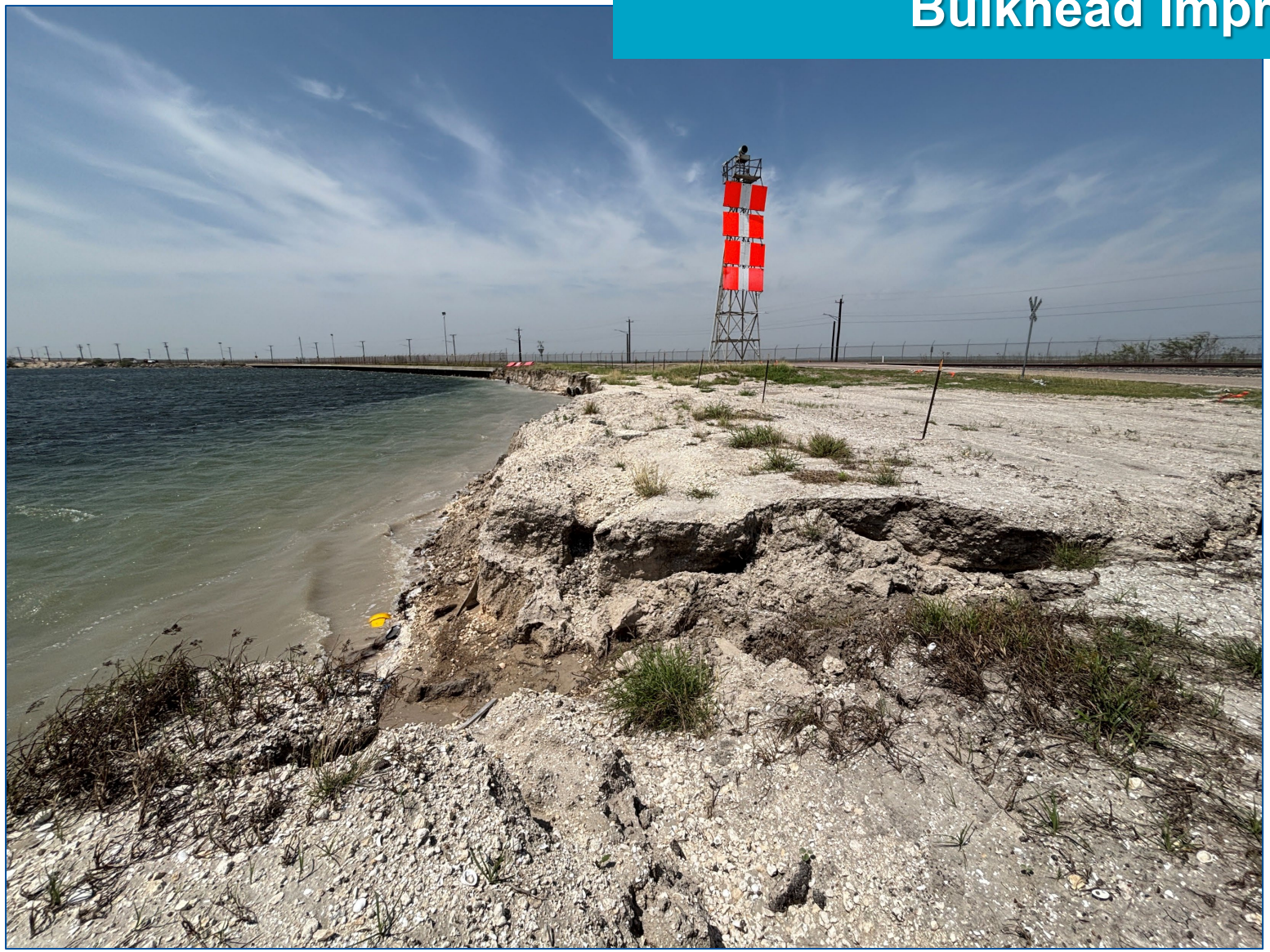
4. Preparation of Conformed Drawings and Technical Specifications incorporating all bid-phase addenda.

Viola Turning Basin
Bulkhead Improvement Project

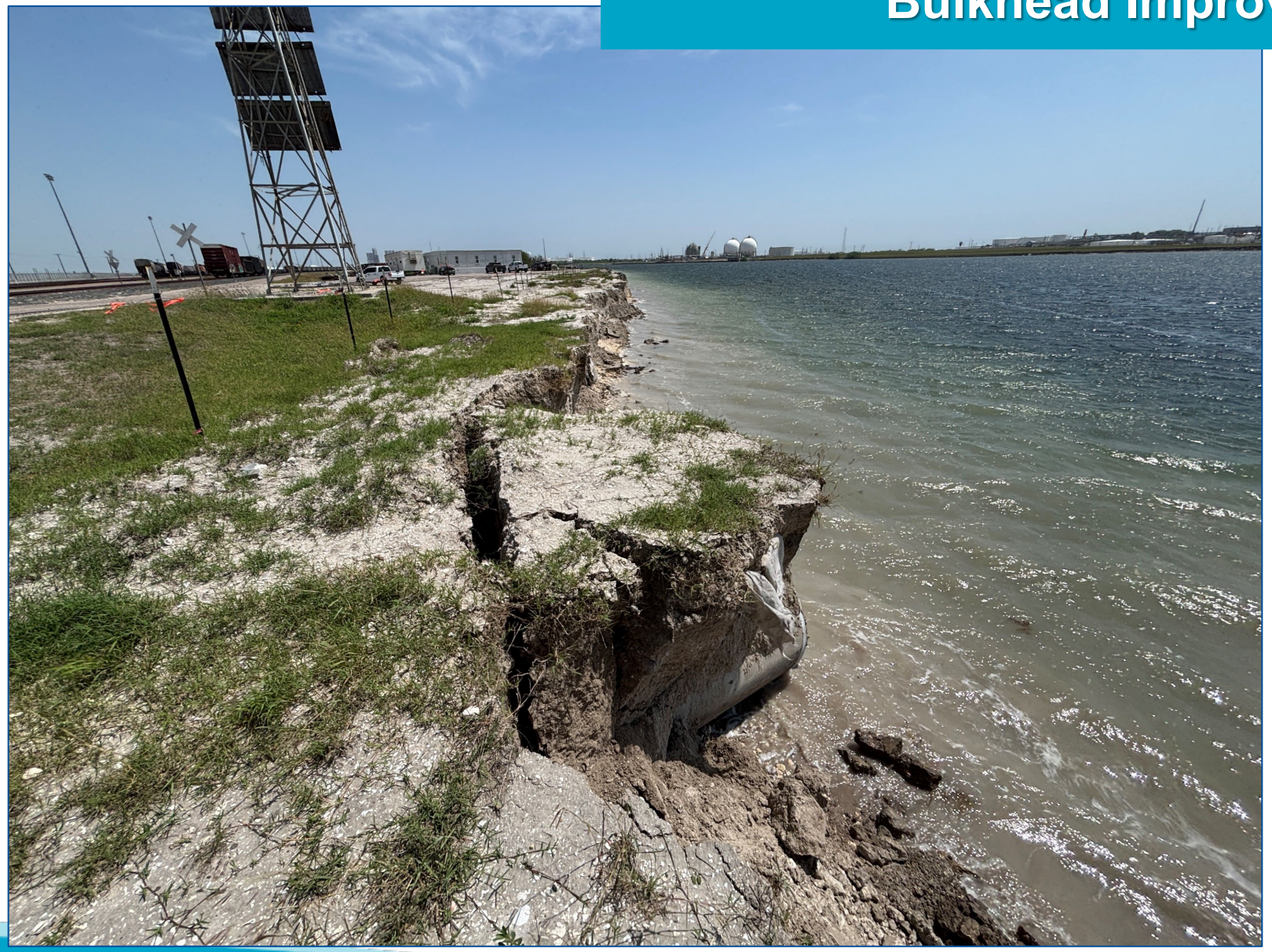




Viola Turning Basin
Bulkhead Improvement Project



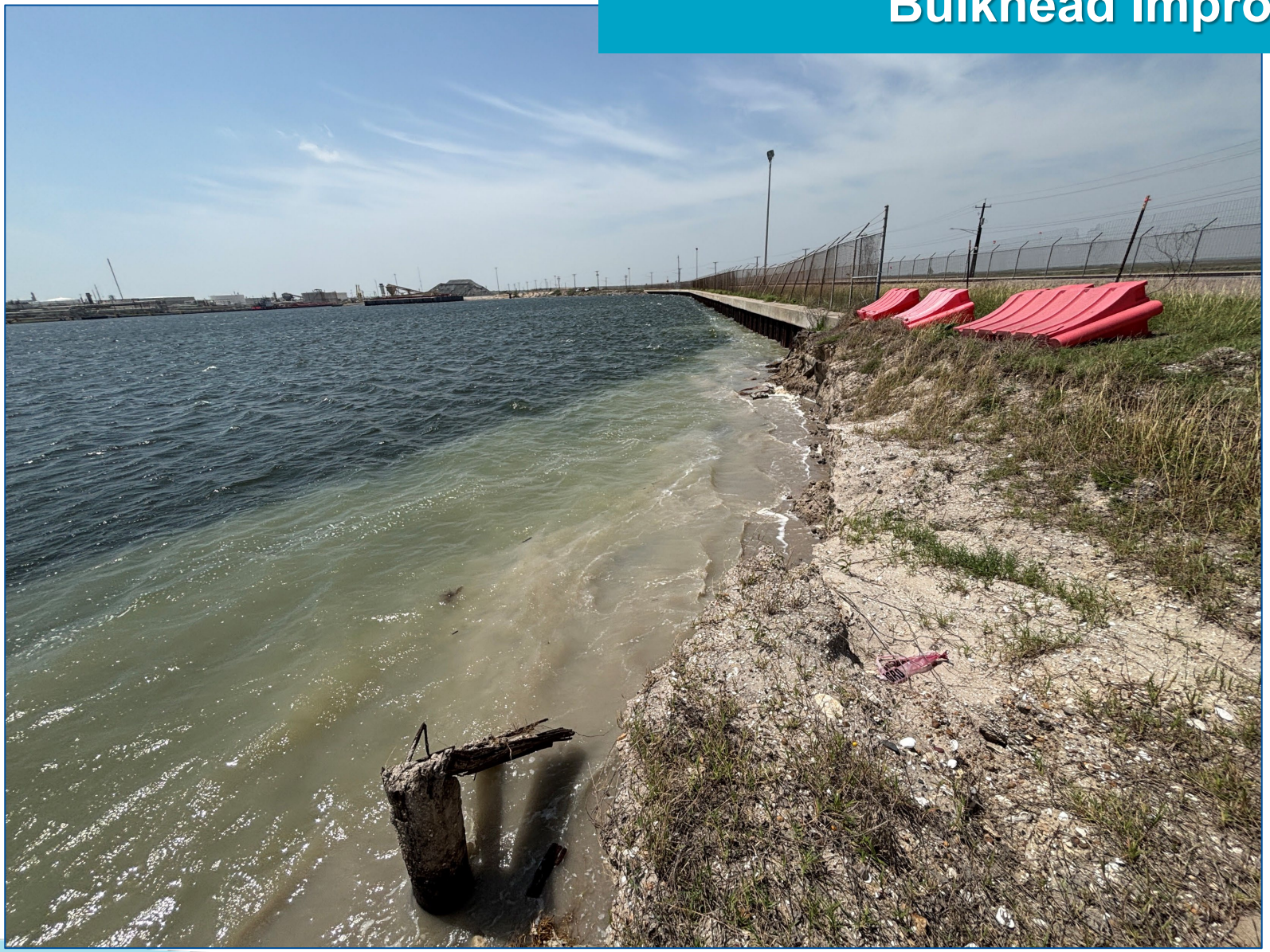
Viola Turning Basin
Bulkhead Improvement Project



Viola Turning Basin
Bulkhead Improvement Project



Viola Turning Basin
Bulkhead Improvement Project



PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of April 22, 2025

DATE: April 22, 2025

TO: Port Commission

FROM: Russell Cordo
russell@pocca.com
(361) 885-6166

Grant Ship Agent License to Focal Shipping Services, LLC, per Tariff Item 2.250.

SUMMARY: Staff requests the Port Commission grant a ship agent license to Focal Shipping Services, LLC.

BACKGROUND: On February 16, 2021, the Port Commission approved Tariff Item 2.250 requiring ship agents be licensed to uniform standards. The standards include proof of adequate insurance coverage, indemnity and payment bond requirements, and the ability to provide "prompt service" to vessels. Staff requests the Port Commission grant a ship agent license to Focal Shipping Services, LLC, who has met the requirements of Tariff Item 2.250.

ALTERNATIVES: Do not grant ship agent license to the applicant.

CONFORMITY TO PORT POLICY: Supports Strategic Goal #2 – Be a Good Business + Community Partner. Strategic Goal #4 Cultivate the Workforce + Tools of the future.

EMERGENCY: No.

FINANCIAL IMPACT: No negative financial impact.

STAFF RECOMMENDATION: Staff recommends the Port Commission grant a ship agent license to Focal Shipping Services, LLC.

DEPARTMENTAL CLEARANCES:

Originating Department	Harbormaster's Office
Reviewed & Approved	Russell Cordo
Legal Reviewed by	Dane Bruun
Executive Staff	Kent Britton

LIST OF SUPPORTING DOCUMENTS:

None

PORT CORPUS CHRISTI

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of April 22, 2025.

DATE: April 22, 2025.

TO: Port Commission

FROM: Russell Cordo
russell@pocca.com
(361) 885-6166

Grant Ship Agent License to Valhalla Ship Agency LLC, per Tariff Item 2.250.

SUMMARY: Staff requests the Port Commission grant a ship agent license to Valhalla Ship Agency, LLC.

BACKGROUND: On February 16, 2021, the Port Commission approved Tariff Item 2.250 requiring ship agents be licensed to uniform standards. The standards include proof of adequate insurance coverage, indemnity and payment bond requirements, and the ability to provide "prompt service" to vessels. Staff requests the Port Commission grant a ship agent license to the qualified applicant Valhalla Ship Agency, LLC, who has met the requirements of Tariff Item 2.250.

ALTERNATIVES: Do not grant ship agent license to the applicant.

CONFORMITY TO PORT POLICY: Supports Strategic Goal #2 – Be a Good Business + Community Partner. Strategic Goal #4 Cultivate the Workforce + Tools of the future.

EMERGENCY: No.

FINANCIAL IMPACT: No negative financial impact.

STAFF RECOMMENDATION: Staff recommends the Port Commission grant a ship agent license to Valhalla Ship Agency, LLC.

DEPARTMENTAL CLEARANCES:

Originating Department	Harbormaster's Office
Reviewed & Approved	Russell Cordo
Legal Reviewed by	Dane Bruun
Executive Staff	Kent Britton

LIST OF SUPPORTING DOCUMENTS:

None

PORT CORPUS CHRISTI®

AGENDA MEMORANDUM

Action Item for Port Commission Meeting of April 22, 2025

DATE: April 22, 2025

TO: Port Commissioner

FROM: Cindy Bertolami
Chief Financial Officer
cbertolami@pocca.com
(361) 885-6137

Adopt Resolution approving an Interlocal Agreement to participate as an Energy Cooperative Member in the TASB Energy Cooperative

SUMMARY: Staff requests the Port Commission adopt a resolution approving an Interlocal Agreement with TASB Energy Cooperative to participate as an Energy Cooperative Member.

BACKGROUND: The government purchasing cooperative program is authorized by Texas Gov't Code 791.001 and is operated by the Texas Association of School Boards, Inc., a Texas non-profit corporation, to administer energy services-related programs for Energy Cooperative Members. The purpose of TASB Energy Cooperative Purchasing Program is to facilitate compliance with state procurement requirements, to identify qualified vendors of electricity, transportation fuel and other types of energy products, commodities, and services (collectively "energy services"), to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Energy Cooperative Members. Participation in the program will provide the PCCA the option to purchase energy services in accordance with and subject to the relevant state statutes, rules, and regulations that govern participating governmental entities. The same competitively priced solicitation and vendor contract award standards are used in the TASB Energy Cooperative Program as is required of the cooperative programs currently approved for use by the PCCA. This program will be utilized to purchase electricity services Port-wide.

ALTERNATIVES: Open market options.

CONFORMITY TO PORT POLICY: Conforms to the current PCCA Strategic Plan, including Strategic Goal #5 – Fund our Vision.

EMERGENCY: No.

FINANCIAL IMPACT: The program offers competitive pricing options to provide increased efficiency and effectiveness in the procurement of energy services. Program participation is at no cost to eligible governmental entities and will take effect upon execution of the Interlocal Agreement with the TASB Energy Cooperative.

STAFF RECOMMENDATION: Staff recommends the Port Commission adopt the resolution approving the Interlocal Agreement to participate as an Energy Cooperative Member in the TASB Energy Cooperative.

DEPARTMENTAL CLEARANCES:

Originating Department	Procurement
Reviewed & Approved	Cindy Bertolami
Legal	Dane Bruun
Executive Staff	Kent Britton

LIST OF SUPPORTING DOCUMENTS:

Resolution Approving Interlocal Agreement for the TASB Energy Cooperative
TASB Energy Cooperative Interlocal Participation Agreement

RESOLUTION APPROVING INTERLOCAL AGREEMENT FOR THE TASB ENERGY COOPERATIVE

WHEREAS, the Port of Corpus Christi Authority of Nueces County, Texas ("Port Authority") desires to participate in a local government cooperative purchasing program pursuant to the authority granted by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act ("Act"), and has elected to be an Energy Cooperative Member in the TASB Energy Cooperative (hereinafter "Energy Cooperative"), a local government purchasing energy cooperative program created by local governments in accordance with and pursuant to the Act and Section 271.101, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the Port Authority is of the opinion that participation in the Energy Cooperative's purchasing program will be highly beneficial through the efficiencies and potential savings to be realized; and

WHEREAS, the Port Authority has reviewed the Interlocal Participation Agreement ("Interlocal Agreement") and seeks to adopt such Interlocal Agreement in order to become a member of, and participate in, the Energy Cooperative;

NOW, THEREFORE, BE IT RESOLVED BY THE PORT COMMISSION OF THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, THAT:

Section 1. The Port Commission hereby finds and determines that it is necessary and advisable that the Port Authority enter into the Interlocal Agreement in substantially the form presented to this meeting.

Section 2. The Interlocal Agreement, in substantially the form presented to this meeting, is hereby approved, and the Chief Executive Officer is hereby authorized and directed, for and on behalf of the Port Authority, to execute the Interlocal Agreement.

Section 3. The Chairman, the Vice Chairman, the Secretary, and the Chief Executive Officer are each hereby severally authorized and directed to execute, attest, seal and deliver any and all additional certificates, documents or other papers and to do any and all things deemed necessary to carry out the intent and purposes of this Resolution.

PASSED AND APPROVED by the Port Commission of the Port of Corpus Christi Authority of Nueces County, Texas, at a Regular Meeting held on the 22nd day of April, 2025.

_____
David P. Engel
Chairman, Port Commission

ATTEST:

_____
Gabe Guerra
Secretary, Port Commission

TASB ENERGY COOPERATIVE

INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between TASB Energy Cooperative ("Energy Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Energy Cooperative Member" or "Member").

I. RECITALS

WHEREAS, a local government entity is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, to agree with other local government entities to form a cooperative; and

WHEREAS, the Energy Cooperative is further authorized as a local purchasing cooperative organization as set forth in Section 271.101, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of electricity, transportation fuel and other types of energy products, commodities, and services (collectively "energy services"), to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Energy Cooperative Members; and

WHEREAS, the Energy Cooperative has contracted with the Texas Association of School Boards, Inc. ("TASB"), a Texas nonprofit corporation, to administer energy services-related programs for Energy Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Energy Cooperative Member and the Energy Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Definitions.** As used throughout this Agreement, the following terms shall have the meanings set forth below unless otherwise indicated in this Agreement, regardless of whether initial capitalization or italics are used consistently. Further, the below terms may be described differently in other documents, but substance shall prevail over form in such instances.

   "Aggregation Pool" means an aggregation in which the requirements of a member of the Energy Cooperative for certain energy services are joined with the requirements of other members of the Energy Cooperative to create a purchasing unit for the purchase of those energy services.

   "Energy Services Agreement" means a form purchase, sales, supply or other agreement between an energy services vendor and the Energy Cooperative Member to sell and purchase energy services, the terms of which may have been negotiated between TASB, as administrator of the Energy Cooperative, and the vendor.

"Energy Services Vendor" means a vendor authorized by the Energy Cooperative to sell energy services to an Energy Cooperative Member. Without limiting the generality of this definition, the term includes a retail electric provider ("REP"), an entity certified by the Texas Public Utility Commission to sell electricity to retail customers in Texas.

"Letter of Commitment" means an agreement executed by the Energy Cooperative Member committing the Member to join a specific Aggregation Pool and/or purchase energy services from the Energy Services Vendor awarded by the Energy Cooperative and establishing the terms applicable to such purchase.

2. **Adopt Charter Interlocal Cooperation Agreement**. The Energy Cooperative Member, by the execution or acceptance of this Agreement, hereby adopts and approves the Charter Interlocal Agreement effective as of January 16, 2008, which agreement is incorporated herein by reference (and is available from the Energy Cooperative upon request). The Charter Interlocal Agreement established the Energy Cooperative as an administrative agency of its collective participants, and the Energy Cooperative Member agrees to become a participant or additional party to that Charter Interlocal Agreement.

3. **Term**.

(a) The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.

(b) If the Energy Cooperative Member is an existing Member that joined the Energy Cooperative by executing a participation agreement which authorized amendment upon the Energy Cooperative providing 60 days prior notice, then this Agreement will be deemed an **Amendment by Notice**, which will be effective on the 65th day after the date the Energy Cooperative Member is sent notice of this document. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Energy Cooperative Member's initial term (not the effective date of the Amendment by Notice), unless the Agreement is sooner terminated in accordance with the provisions herein.

4. **Services**. The Energy Cooperative, through its administrator, TASB, shall provide the Energy Cooperative Member with opportunities to procure energy services through programs established by the Energy Cooperative, including the electricity aggregation and the fixed-rate transportation fuel programs, pursuant to the terms and conditions that the Energy Cooperative establishes for the Member's participation in such programs. As a general matter, with respect to the establishment and administration of such programs:

(a) The Energy Cooperative shall require that TASB, from time to time, (i) conduct a competitive procurement process, using any means permitted by Texas law, to recommend to the Energy Cooperative the selection of one or more Energy Services Vendors to serve members of the Energy Cooperative; and (ii) negotiate with such Vendor(s) the terms of an Energy Services Agreement for the purchase of energy services by members of the Energy Cooperative. The Energy Cooperative, through TASB, may offer the Energy Cooperative Member the opportunity to participate in an Aggregation Pool with other members of the Energy Cooperative to purchase energy services, or it

may arrange for the purchase of energy services by the Energy Cooperative Member individually and not as part of an Aggregation Pool.

(b) Neither the Energy Cooperative nor TASB shall be responsible for addressing customer service issues relating to the Energy Cooperative Member's energy services that occur under any Energy Services Agreement. The Energy Cooperative Member shall resolve such issues directly with the Energy Services Vendor or, in the case of electricity, its local utility or the REP.

5. **Obligations of Energy Cooperative Member.** The Energy Cooperative Member agrees to perform the following obligations:

(a) When requested by the Energy Cooperative or TASB from time to time, the Energy Cooperative Member shall execute a Letter of Commitment and such other documentation as the Energy Cooperative may require for the Member to participate in an Aggregation Pool. If the Energy Cooperative Member fails to execute such Letter of Commitment or other documentation as required, the Energy Cooperative Member will not be allowed to participate in the Aggregation Pool.

(b) If the Energy Cooperative Member is not participating in an Aggregation Pool and if executable energy services pricing provided by the Energy Cooperative or its administrator, TASB, is acceptable to the Energy Cooperative Member, then the Energy Cooperative Member will execute the Energy Services Agreement to purchase such energy services.

6. Termination.

(a) **By the Energy Cooperative Member**. This Agreement may be terminated by the Energy Cooperative Member at any time by giving 30 days prior written notice to the Energy Cooperative, provided any amounts owed to the Energy Cooperative and any Energy Services Vendor have been fully paid. Notwithstanding the foregoing, this Agreement shall continue in effect during the term specified in any Letter of Commitment, Energy Services Agreement, or other contractual obligation which the Energy Cooperative Member has with the Energy Services Vendor, TASB or the Energy Cooperative under an Energy Cooperative program.

(b) **By the Energy Cooperative.** The Energy Cooperative may terminate this Agreement by:

(1) Giving 10 days notice by certified mail to the Energy Cooperative Member if the Energy Cooperative Member breaches this Agreement; or

(2) Giving 30 days notice by certified mail to the Energy Cooperative Member with or without cause. Notwithstanding the foregoing, this Agreement shall continue in effect during the term specified in a Letter of Commitment or other existing contractual obligation.

(c) **Termination Procedure.** If the Energy Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Energy Cooperative terminates participation of the Energy Cooperative Member, the Energy Cooperative Member shall bear the full financial responsibility for its commitments to Energy Services Vendors under or through this Agreement. In

addition, the Energy Cooperative Member agrees that it will not be entitled to any funds from the Energy Cooperative after it terminates its participation.

7. **Aggregation Fees.** The Energy Cooperative Member agrees that the Energy Cooperative and its administrator, TASB, shall be fairly compensated for the services provided under and through this Agreement. Therefore, it is agreed that the Energy Cooperative and/or TASB is authorized to receive payment, directly or indirectly, of aggregation, administrative or service fees (collectively "Aggregation Fees") from Energy Services Vendors. The amount of such Aggregation Fees shall be disclosed in the Letter of Commitment, Energy Services Agreement, or any other contract which binds the Energy Cooperative Member to the purchase of energy services. The Energy Cooperative Member understands and agrees that such Aggregation Fees may be included in the price of energy services the Cooperative Member pays the Energy Services Vendor. Further, the Energy Cooperative Member affirmatively disclaims any rights to such Aggregation Fees, acknowledging that all such fees are the property of the Energy Cooperative and/or TASB. Similarly, in no event shall the Energy Cooperative Member be directly responsible for payment of Aggregation Fees.

8. **Distribution.** At the sole discretion of the Energy Cooperative Board of Trustees ("Board"), the Energy Cooperative may issue a distribution to Energy Cooperative Members under a plan developed by the Board. The Energy Cooperative Member acknowledges that a distribution is generally not contemplated, never guaranteed, and depends on the overall financial condition of the Energy Cooperative.

9. **Administration.** The Energy Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation, sponsorship and endorsement of the energy services programs established by the Energy Cooperative as provided for in this Agreement. The Energy Cooperative Member acknowledges and agrees that the Energy Cooperative has contracted with TASB as administrator for the Energy Cooperative and that such relationship is authorized by Section 791.013 of the Texas Government Code.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Energy Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Energy Cooperative Member does not terminate its participation in the Energy Cooperative before the expiration of said 60 days.

2. **Authorization to Participate and Compliance with Local Policies.** The Energy Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Energy Cooperative and that the Energy Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of energy services, including without limitation electricity, through its membership in the Energy Cooperative.

3. **Bylaws.** The Energy Cooperative Member agrees to abide by the Bylaws of the Energy Cooperative, as they may be amended, and any and all written policies and procedures established by the Energy Cooperative.

4. **Cooperation and Access.** The Energy Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Energy Cooperative. The Energy Cooperative reserves the right to audit the relevant records of any Energy Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on 10 days written notice to the Energy Cooperative Member.

5. **Coordinator.** The Energy Cooperative Member agrees to appoint a program coordinator for each energy services program in which the Member participates. The coordinator shall have express authority to represent and bind the Energy Cooperative Member, and the Energy Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Energy Cooperative Member. The Energy Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Energy Cooperative. Such notice is not effective until actually received by the Energy Cooperative.

6. **Fiscal Responsibility.**

   (a) The Energy Cooperative Member is not responsible for the payment of any sum of money to the Energy Cooperative, TASB, or an Energy Services Vendor solely by reason of the Member's execution of this Agreement. A payment obligation for the Member will only arise under the terms and provisions of a Letter of Commitment, Energy Services Agreement, or other separate contractual document entered into by the Member.

   (b) The Energy Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Member.

7. **Defense and Prosecution of Claims.** The Energy Cooperative Member authorizes the Energy Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Energy Cooperative in any litigation, claim or dispute which arises from the services provided by the Energy Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Energy Cooperative to provide a defense or prosecute a claim; rather, the Energy Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Energy Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Energy Cooperative Member hereby designates the Energy Cooperative to act as a class representative on its behalf in matters arising out of this Agreement. However, nothing herein shall preclude the Energy Cooperative Member from pursuing, either independently or in conjunction with the Energy Cooperative, a claim against an Energy Services Vendor with whom the Member has a contractual agreement that was entered into through an Energy Cooperative program.

8. **Governance.** The Board will govern the Energy Cooperative in accordance with its Bylaws.

9. Jurisdiction/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in Travis County, Texas.

10. Legal Authority. The Energy Cooperative Member represents and warrants to the Energy Cooperative the following:

(a) It is a political subdivision of the state of Texas and it meets the definition of "Local Government" or "State Agency" under the Interlocal Cooperation Act ("Act"), Chapter 791 of the Texas Government Code.

(b) The functions and services to be performed under this Agreement will be limited to "Administrative Functions" as defined in the Act, which includes purchasing.

(c) It possesses the legal authority to enter into this Agreement and can allow the Agreement to automatically renew or be amended without subsequent action of its governing body.

(d) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Energy Cooperative Member must meet under all applicable local policy, regulation, or state law.

(e) All requirements – local or state – for a third party to approve, record or authorize this Agreement have been met.

11. Disclaimer. THE ENERGY COOPERATIVE, AND ITS ENDORSER(S) AND SERVICING CONTRACTOR (TASB), DO NOT WARRANT THAT THE OPERATION OR USE OF SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. NEITHER THE ENERGY COOPERATIVE NOR ITS ENDORSER(S) OR SERVICING CONTRACTOR CAN CONTROL THE DELIVERY OF ENERGY SERVICES, INCLUDING WITHOUT LIMITATION THE DELIVERY OR FLOW OF ELECTRICITY OR FUEL, AND NEITHER SHALL HAVE ANY LIABILITY FOR ANY DAMAGES OR CONSEQUENCES THAT MAY OCCUR IF ENERGY SERVICES ARE INTERRUPTED OR NOT TIMELY DELIVERED FOR ANY REASON.

THE ENERGY COOPERATIVE AND ITS ENDORSER(S) AND SERVICING CONTRACTOR HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE CUSTOMER PROTECTION RULES ADOPTED BY THE TEXAS PUBLIC UTILITY COMMISSION (AS CONTAINED IN PUC SUBSTANTIVE RULES 25.471 ET. SEQ.) DO NOT APPLY TO THIS AGREEMENT AND THE ENERGY COOPERATIVE MEMBER WAIVES SUCH CUSTOMER PROTECTION RULES TO THE FULLEST EXTENT PERMITTED BY LAW.

12. Limitation of Liability. Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree as follows:

(a) Neither party waives any immunity from liability afforded under law.

(b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages.

(c) The maximum amount of damages recoverable will be limited to the amount of fees which the Energy Cooperative, its servicing contractor, or endorser(s) received, directly or indirectly, as a direct result of the Energy Cooperative Member's purchase activity within 24 months of when the lawsuit or action was filed. Energy Services Vendors in an Energy Cooperative program are not governed by this provision.

(d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees that are equitable and just.

13. Limitation of Rights. Except as otherwise expressly provided in this Agreement, nothing in this Agreement, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

14. Entirety and Effect on Prior Agreements. Upon taking effect as provided for herein, this Agreement, together with the Energy Cooperative's Bylaws and Charter Interlocal Agreement, represents the complete understanding of the Energy Cooperative and the Energy Cooperative Member. The terms of this Agreement shall control and take precedence over all prior agreements; provided, however, that the terms of a prior agreement between the Energy Cooperative and the Member will govern the Member's participation in any Aggregation Pool or purchase established under such prior agreement.

15. Notice. Unless otherwise provided in this Agreement, any written notice to the Energy Cooperative shall be made by first class mail, postage prepaid, and delivered to Executive Director, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400. The Energy Cooperative Member shall designate a general contact person, and notices to the Member that involve general matters may be made by first class mail, postage prepaid, and delivered to such contact person or the Member's chief executive officer (e.g., superintendent, city manager, county judge or mayor). Notices regarding specific Energy Cooperative programs may be made by first class mail, postage prepaid, and delivered to the program coordinator designated by the Member.

16. Severability. If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.

17. Signatures/Counterparts. The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile or imaged signature as if it were an original. Furthermore, this

Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

18. Warranty. By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

WHEREFOR, the parties, acting through their duly authorized representatives, accept this Agreement.

TASB ENERGY COOPERATIVE

By: _____ Date: _____
Dan Troxell, Ph.D., Secretary

TO BE COMPLETED BY ENERGY COOPERATIVE MEMBER:

_____
(Name of Local Government)

By: _____ Date: _____
Signature of authorized representative

_____
Printed name and title of authorized representative

General Contact for the Energy
Cooperative Member: _____
Name

_____
Mailing Address

_____
City
Texas, _____
(zip)

_____
Telephone

_____
Fax

_____
Email

BOARD RESOLUTION

of

_____

(Name of Local Government)

TASB Energy Cooperative

WHEREAS, the above-named entity, (hereinafter "Energy Cooperative Member") desires to participate in a local government cooperative purchasing program pursuant to the authority granted by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act ("Act"), and has elected to be an Energy Cooperative Member in the TASB Energy Cooperative (hereinafter "Energy Cooperative"), a local government purchasing energy cooperative program created by local governments in accordance with and pursuant to the Act and Section 271.101, *et seq*., of the Texas Local Government Code; and

WHEREAS, the Energy Cooperative Member is of the opinion that participation in the Energy Cooperative's purchasing program will be highly beneficial through the efficiencies and potential savings to be realized; and

WHEREAS, the Energy Cooperative Member has reviewed the Interlocal Participation Agreement ("Agreement") and seeks to adopt such Agreement in order to become a member of, and participate in, the Energy Cooperative;

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Trustees hereby adopts the above-referenced Agreement as presented, thereby becoming a member of the TASB Energy Cooperative; and

2. The Board of Trustees authorizes its Board President, Superintendent or the Superintendent's designee to execute the Interlocal Participation Agreement which includes the adoption and approval of the Charter Interlocal Agreement previously executed and adopted by two or more local governments.

PASSED AND ADOPTED at a meeting of the Board as of the following date:

_____.

_____

President, Board of Trustees

ATTEST:

_____

Secretary, Board of Trustees

TASB Energy Cooperative Electricity Purchasing Program
Required Disclosure Statement

The TASB Energy Cooperative ("Cooperative") electricity purchasing program is available to local governmental entities located in areas of Texas with retail electric competition who have executed an Interlocal Participation Agreement with the Cooperative ("Cooperative Members"). The Cooperative is administered by the Texas Association of School Boards, Inc. The regulations of the Public Utility Commission of Texas require that TASB disclose the following information to Cooperative Members that seek to purchase electricity through the Cooperative's purchasing program:

1. Texas Association of School Boards, Inc. ("TASB") is registered with the Public Utility Commission of Texas as an electricity aggregator (Registration No. EL020123) and as an electricity broker (Registration No. BR190573). TASB's mailing address is 12007 Research Blvd., Austin, Texas 78759.

2. TASB is not affiliated with any electric utility or any retail electric provider ("REP").

3. TASB serves as the administrator for the Cooperative. In that role, TASB assists the Cooperative in the selection of a REP for the Cooperative's electricity purchasing program. The Cooperative and TASB are not responsible for addressing customer service issues relating to the electric service a Cooperative Member receives from the selected REP. The Cooperative receives an administrative fee from the selected REP, a portion of which is paid to TASB to compensate TASB for the administrative services it provides to the Cooperative.

4. The Cooperative electricity purchasing program is a voluntary program and a Cooperative Member is given the opportunity, but is not required, to purchase electricity from the selected REP. No specific action is required for a Cooperative Member to end its participation in the Cooperative electricity purchasing program; provided, however that a Cooperative Member who has executed a retail electricity service agreement with the selected REP has a contractual obligation under that agreement to purchase electricity from that REP until the end of the specified contract term.

5. Any questions related to the Cooperative's electricity purchasing program or TASB's administration of the program may be addressed to Mark Wey, Division Director, TASB Business Services Sales and Marketing, at 800-580-8272 or mark.wey@tasb.org. Inquiries or complaints related to the brokerage services provided by TASB may be addressed to the Public Utility Commission of Texas, Customer Protection Division at 888-782-8477 or at customer@puc.texas.gov.